

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 City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.org.



AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Council Chambers, 305 West Third Street
January 4, 2022
Regular Meeting - 6:00 PM

Zoom details to call-in for public comment during a meeting:

- 1. Dial Phone Number: (888) 475-4499**
- 2. Enter Meeting ID: 837 3038 5156**
- 3. Passcode: 144867**

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom calling in steps listed above. Once the Mayor calls for public speakers, press *9 to raise your hand to inform the clerk you would like to speak during the public speaking section for that particular item on the agenda, while in the zoom waiting room.

This meeting is being held in accordance with Assembly Bill 361, allowing members of the City Council, members of the public and staff to participate via teleconference.

Consistent with City policies imposed to promote social distancing, the facility where the City Council regularly meets is temporarily closed to the public. The public is encouraged to view the meeting from home on Spectrum channel 10, Frontier channel 35, or YouTube at [Youtube.com/oxnardnews](https://www.youtube.com/oxnardnews). Video recordings of the meeting are typically available online following the meeting at the City's website at www.oxnard.org/city-meetings.

*Please see the link for the Measure M pre-recorded presentation video for each item listed on this agenda.

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. EMAILING COMMENTS OR REQUESTING TO SIGN UP TO SPEAK BEFORE THE MEETING

- a. Submit an email to cityclerk@oxnard.org no later than 3 p.m. on the day of the meeting (Please indicate the agenda item number in the subject line). All email correspondence will be forwarded to the City Council prior to the start of the meeting and made part of the legislative record.
- b. Submit a request to speak by no later than 3 p.m. on the day of the meeting by using the form available at www.oxnard.org/city-meetings, emailing the City Clerk at cityclerk@oxnard.org, or calling the City Clerk at (805) 385-7803.

2. PROVIDING PUBLIC COMMENTS DURING THE MEETING

- a. To provide public comment without requesting to speak prior to the meeting, during the meeting dial (888) 475-4499 and enter the Meeting ID and Passcode listed above as the Zoom details for this meeting.
- b. Public comments on agenda items shall be taken following the announcement of the item. After the item is announced, members of the public shall have three minutes to register or otherwise be recognized for the purpose of providing public comment. During this three-minute time period, public comments may be taken and the City Council or staff may discuss the item being considered or briefly respond to public comments.

Detailed participation instructions can be found at www.oxnard.org/city-meetings.

In the event of a disruption which prevents a legislative body of the City of Oxnard from broadcasting a meeting using a call-in option or internet-based service option, or in the event of a disruption within the City's control which prevents members of the public from offering public comment using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing

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.

Agenda Item time estimates: (Presentation / Council Discussion / Public Comment)

on a meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. However, if any of the broadcast options are disrupted, but any of the other broadcast options is still available to the public, the legislative body may take further action on items appearing on a meeting agenda without waiting for the disrupted broadcast option(s) to be restored.

* The City has filed pre-election and post-election lawsuits regarding the validity of Measure M.

A. ROLL CALL, POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council

B. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

C. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating January 17, 2022 as "Dr. Martin Luther King, Jr. Day."

D. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

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. Speaker requests shall be submitted as set forth on the first page of this agenda. Speakers are limited to three minutes. If the allotted 30 minute time period expires before all speakers have had the opportunity to speak, the remaining speakers will be given an opportunity to speak prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take 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.

E. 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. City Manager Department

SUBJECT: COVID-19 Update from Director of Emergency Services. (10/5/5)

RECOMMENDATION: That the City Council:

1. Receive and file an update from the Director of Emergency Services on the COVID19 Local Emergency; and

2. Re-authorize remote teleconference meetings of the legislative bodies of the City of Oxnard in accordance with Assembly Bill 361 based on the following findings:(i) The City's *COVID-19 Comprehensive Policy and Protocol* imposes measures to promote social distancing; (ii) The Governor's proclaimed state of emergency remains in effect; (iii) Ventura County's COVID-19 case rate is still considered widespread community transmission by the Centers for Disease Control and Prevention and the California Department of Public Health; (iv) The Ventura County Health Officer has recommended that social distancing measures continue to be practiced throughout Ventura County communities to minimize the spread of COVID-19; and (v) As a result

of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

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

At this time, a member of the legislative body may make a brief announcement, or make a brief report on his or her activities. Further, members of the legislative body may request to schedule consideration of whether to place an item on a future agenda. The legislative body cannot enter into detailed discussion or take action on any item presented during this report. The member's report shall not exceed three minutes, unless additional time is granted by the presiding officer.

G. 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.

H. 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.

I. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the December 6, 2021 special meeting and the December 7, 2021 regular meeting as presented.

Legislative Body: City Council

Contact: Rose Chaparro, (805) 385-7805

2. Public Works Department

SUBJECT: Grant Application for the Clean California Local Grant Program.

RECOMMENDATION: That the City Council adopt a resolution:

1. Authorizing the City Manager to submit a grant application for an amount not to exceed \$5,000,000 in Clean California Local Grant Program funds to be used for the Oxnard Beautification and Clean-up Project; and

2. Authorizing the City Manager or designee to execute grant agreements; the Finance Director or designee to submit financial reports and grant claims and approve budget appropriations for the use of grant funds; and the Director of Public Works or designee to submit non-financial reports. (This item did not originate in Committee.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

3. Fire Department

SUBJECT: Purchase of Eight (8) Battalion Chief Command Vehicles.

RECOMMENDATION: That City Council ratify the authorization of the Mayor to Execute Purchase Order 8388 in the Amount of \$419,673.90 for the Purchase of Eight (8) Battalion Chief Command Vehicles Chassis through National Auto Fleet.

(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Alexander Hamilton, (805) 385-7700

4. Public Works Department

SUBJECT: Budget Appropriation for the Pilaster Jacket Repairs at Mandalay Bay Seawalls Project PW 17-16.

RECOMMENDATION: That the City Council approve and authorize:

1. A budget appropriation transfer in the amount of \$145,000 from the General Fund 101 contingency to the General Fund Capital Outlay Fund 301 for the Pilaster Jacket Repairs at Mandalay Bay Seawalls Project PW 17-16 (Project No. 191601); and

2. An increase of \$145,000 in Project contingency from \$63,400 to \$208,400 for use in this Project.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

5. Housing Department

SUBJECT: 2021 HOME American Rescue Plan Funding.

RECOMMENDATION: That City Council approve the following actions:

1. Authorize the City Manager to accept funds through the HOME American Rescue Plan provided by the Department of Housing and Urban Development;

2. Authorize the City Manager to execute the HOME ARP Grant Agreement by and between the City of Oxnard and the Department of Housing and Urban Development for the use of \$2,772,021; and

3. Direct staff to return to the City Council with a 2021-2022 Annual Action Plan amendment that includes proposed activities and a Funding Allocation Plan for the HOME ARP program once the compliance documentation has been completed.

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

6. Public Works Department

SUBJECT: Calleguas Water District Annexation at Garden City Acres Park.

RECOMMENDATION: That the City Council approve and authorize the Public Works Director to sign:

1. The Landowners Request to Annex and Approval of Parcel Charge; and

2. The Indemnification Agreement A-8401 between the Calleguas Municipal Water District and the City of Oxnard for the annexation of property located at 5302 Cypress Road.

(Public Works and Transportation Committee approved 3-0)

Contact: Michael Wolfe, (805) 385-8055

7. Public Works Department

SUBJECT: First Amendment to Purchase Order #8349 with Badger Meters, Inc. for Advanced

Metering Infrastructure (AMI) Capable Water Meters.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a First Amendment to Purchase Order #8349 with Badger Meters, Inc. in the amount of \$150,000 for a new total not to exceed value of \$250,000 for replacement water meters through September 1, 2022.

(Public Works and Transportation Committee approved 3-0)

Contact: Michael Wolfe, (805) 385-8055

8. Public Works Department

SUBJECT: Agreement A-8402 with Professional Security Consultants for Security Services at Various City Locations.

RECOMMENDATION: That the City Council approve and authorize the:

1. Mayor to execute Agreement A-8402 with Professional Security Consultants, for an initial term ending June 30, 2023 and the option to extend for two consecutive periods of one year each, not to surpass June 30, 2025, and for a total contract not-to-exceed amount of \$2,660,000, for security services at various City locations; and
2. Purchasing Agent to execute amendments to Agreement A-8402 for a total term of three years and five months with a possible termination date of June 30, 2025 and a total not-to-exceed amount of \$2,660,000.

(Public Works and Transportation Committee approved 3-0)

Contact: Michael Wolfe, (805) 385-8055

J. PUBLIC HEARINGS

1. Community Development Department

SUBJECT: DMV Oxnard Field Office Drainage Easement Vacation; Planning and Zoning (PZ) Permit No. 21-660-02 (Easement Vacation)- A Resolution to vacate two forty (40) foot wide drainage easements, totaling approximately 24,600 square feet, located at 4050 South Saviers Road. (0/0/05)

RECOMMENDATION: That the City Council conduct a public hearing and:

1. Find the project exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3); and
2. Adopt a resolution to vacate its right, title and interest in the two forty (40) foot wide drainage easements, totaling approximately 24,600 square feet, crossing the two parcels located at 4050 South Saviers Road.
3. Authorize the Mayor to sign the Quitclaim Deed releasing City authority and/or rights to the access drainage easement State of California for parcels 219-0-110-355 and 219-0-110-405.(This item did not originate in Committee)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/fcOmile34gk>

Legislative Body: City Council

Contact: Vyto Adomaitis, (805) 385-7882

2. Community Development Department

SUBJECT: Encanto Homes Subdivision: Request For Approval of Planning and Zoning Permit (PZ) No. 20-300-04 Tentative Tract Map No. 6054 as modified by PZ No. 21-550-03 (Major Modification), for a proposed 27 home subdivision on 4.1 acre (gross) site located at 1101 and 1111 West Second Street (APN: 202-0-233-355) and 1101 West First Street (APN: 202-0-233-345). Filed by Henry Casillas, on behalf of the Oxnard Union High School District, property owner, 451 West Fifth Street, Oxnard, California 93030. (0/10/10)

RECOMMENDATION: That the City Council:

1. Conduct a public hearing

2. Find the Project to be Exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15332 (In-fill Development Projects) of the CEQA Guidelines;

3. Adopt a Resolution approving Planning and Zoning Permit No. 20-300-04 Tentative Tract Map No. 6054 as modified by PZ No. 21-550-03 (Major Modification), subject to certain findings and conditions.(This item did not originate in Committee)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/3IH08UhzdBI>

Legislative Body: City Council

Contact: Vyto Adomaitis, (805) 385-7882

K. REPORTS

1. Public Works Department

SUBJECT: Budget Appropriation for Irrigation Repairs. (0/10/5)

RECOMMENDATION: That the City Council approve and authorize a budget appropriation in the amount of \$400,000 from the General Fund available fund balance to the Parks Division for the use of citywide irrigation repairs.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/JriS2GYcW1Y>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

2. Public Works Department

SUBJECT: Update on Drought Condition Report. (0/10/5)

RECOMMENDATION: That the City Council:

1. Approve the City stay in a Stage 2 water shortage condition pursuant to the City Council approved Resolution No. 14,741;
2. Provide feedback on the water conservation outreach, education, and enforcement plan; and
3. Provide feedback on a potential new resolution with the appropriate water shortage stage and conservation measures should a 0% allocation be finalized in Spring 2022.

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(Public Works and Transportation Committee approved 3-0)

Please click the following link to view the required Measure M pre-recorded presentation video:

<https://youtu.be/r6RGyLuhcGo>

Contact: Michael Wolfe, (805) 385-8055

L. ADJOURNMENT



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. I.1

DATE: January 4, 2022
TO: City Council
FROM: Rose Chaparro, City Clerk, (805) 385-7805, rose.chaparro@oxnard.org
SUBJECT: Approval of Minutes.

RECOMMENDATION

That the City Council approve the minutes of the December 6, 2021 special meeting and the December 7, 2021 regular meeting as presented.

BACKGROUND

Approval of Minutes.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS

1. MINUTES 12 06 2021 CC Special Meeting
2. MINUTES 12 07 2021 CC Regular Meeting

MINUTES
OXNARD CITY COUNCIL
Special Meeting
December 6, 2021

A. ROLL CALL, POSTING OF AGENDA

At 5:05 p.m., Mayor Pro Tem MacDonald called to order the special meeting of the Oxnard City Council, in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Mayor Pro Tem Bryan A. MacDonald participated in person. Councilmembers Gabriela Basua, Vianey Lopez, and Bert E. Perello were present via videoconference. Mayor John C. Zaragoza was absent. There is currently a vacant Council seat.

Councilmember Oscar Madrigal joined the meeting at 6:20 p.m., via videoconference.

Staff members present in person were Alexander Nguyen, City Manager; Stephen M. Fischer, City Attorney; Ken Rozell, Chief Assistant City Attorney; Jason Zaragoza, Deputy City Attorney; and Rose Chaparro, City Clerk.

Staff member Shiri Klima, Deputy City Manager participated via videoconference.

Also present via videoconference were Jose Eduardo Chavez, Field Staff Lead with the California Citizens Redistricting Commission and Kristen Parks, Consultant with National Demographics Corporation.

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS (None received.)

C. CLOSED SESSION (5:00 PM)

1. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION

(Government Code Section 54956.9(d)(1))

Name of case: City of Oxnard v. County of Ventura

2d Civil No. B312348 (Super. Ct. No. 56-2021-00552428-CU-WM-VTA)

Legislative Body: City Council

At 5:11 p.m., the City Council recessed to a closed session. At 5:55 p.m., the City Council reconvened in open session in the Council Chambers. The City Attorney made the following announcement: By a vote of 4 to 0, with Mayor Zaragoza and Councilmember Madrigal absent and a vacant Council seat, the City Council has given its legal counsel approval to seek review or relief regarding the Court of Appeal's affirming the trial court denial of the City's motion for preliminary injunction in the action entitled City of Oxnard v. County of Ventura, et al., which concerns the provision of ambulance transport services in the City.

D. OPENING CEREMONIES

E. APPOINTMENT ITEMS (6:00 PM)

1. City Attorney Department

SUBJECT: California Citizens Redistricting Commission Presentation

RECOMMENDATION: That the City Council receive a presentation from the California Citizens Redistricting Commission.

Ken Rozell, Chief Assistant City Attorney introduced Jose Eduardo Chavez, Field Staff Lead with the California Citizens Redistricting Commission, who presented and answered questions. Discussion ensued among the Council and staff. Report was received and filed, no formal action was required.

F. PUBLIC HEARINGS

1. City Attorney Department

SUBJECT: Public Hearing regarding Redistricting of City Council Districts.
(15/30/30)

RECOMMENDATION: That the City Council conduct a public hearing regarding the redistricting process for City Council districts and receive a presentation on the online and paper mapping tools that are available to encourage public participation in the City's redistricting process.

The City Clerk announced the affidavit of publication and stated that no written communications were received. Kristen Parks, Consultant with National Demographics Corporation, gave a report and answered questions from Council.

Mayor Pro Tem MacDonald opened the public testimony portion of the public hearing. Public comments were received from Ronald Arruejo.

Without objection, the Council approved closing the public testimony portion of the public hearing. Discussion ensued among the Council and staff. Report was received and filed, no formal action was required.

D. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Pro Tem MacDonald adjourned the meeting at 7:24 p.m.

ROSE CHAPARRO
City Clerk

BRYAN A. MACDONALD
Mayor Pro Tem, District 4

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
December 7, 2021

A. ROLL CALL, POSTING OF AGENDA

At 4:30 p.m., Mayor John C. Zaragoza called to order the regular meeting of the Oxnard City Council, in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Mayor Pro Tem Bryan A. MacDonald and Councilmembers Gabriela Basua, Vianey Lopez, and Bert E. Perello were present via videoconference. Mayor Zaragoza was present in person.

Councilmember Gabriel (Gabe) Teran joined the meeting in person at 6:00 p.m. to be sworn into office; and returned to the meeting via videoconference at 6:10 p.m., after receiving the Oath of Office.

Councilmember Oscar Madrigal joined the meeting via videoconference at 6:25 p.m.

Housing Authority Commissioner Vega joined the meeting at 6:00 p.m., via videoconference as well.

Staff members present in person were Alexander Nguyen, City Manager; Stephen M. Fischer, City Attorney; Ken Rozell, Chief Assistant City Attorney; Terrel Harrison, Cultural & Community Services Director; and Rose Chaparro, City Clerk.

Staff members Ashley Golden, Assistant City Manager; Shiri Klima, Deputy City Manager; Adam Smith, Project Manager; Jason Benites, Police Chief; Delia Campbell, Police Finance Manager; Alexander Hamilton, Fire Chief; Michael Wolfe, Public Works Director; Brian Yanez, Assistant Public Works Director; Steve Howlett, Assistant Public Works Director; Tatiana Arnaout, Senior Civil Engineer; Todd Vasquez-Housley, Environmental Resources Division Manager; Emilio Ramirez, Housing Director; Vyto Adomaitis, Community Development Director; Isidro Figueroa, Principal Planner; Joe Pearson II, AICP, Senior Planner; Steve Naveau, Human Resources Director; Betsy George, Chief Financial Officer; Jennifer Hiraoka, Sr. Manager of Internal Controls & Acting Controller; and Eden Alomeri, Revenue & Licensing Director & Assistant City Treasurer; participated via videoconference.

David Maron, Chief Executive Officer with the Ventura County Civic Alliance; Alfredo Palomar, Real Estate Officer at the State of California, Department of General Services; Laura K. McAvoy, Attorney at MusickPeeler; Stan Rothbart, Rothbart Development Attorney; Beverly Gutierrez, Managing Partner with Hoffman, Vance & Worthington; Seena Max Samimi, Counsel at JMBM; Alex Soriano; David Garcia, Chief Operating Officer at FGH Retail Services, LLC; and Michael Chernis, Legal Counsel at Chernis Law also participated via videoconference.

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council and Housing Authority.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS (None received.)

C. CLOSED SESSION (4:30 PM)

1. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1))

Name of cases: National Prescription Opiate Litigation commonly known as the “Distributor” and “Janssen” settlements (see, www.nationalopioidsettlement.com and www.oag.ca.gov/opioids).

Legislative Body: City Council

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code section 54956.9(d)(2))

Based on existing facts and circumstances, there is significant exposure to litigation against the City in one potential case regarding change orders requested by Harbour Constructors, Inc. for specification No. PW 17-16.

Legislative Body: City Council

At 4:41 p.m., the City Council recessed to a closed session. At 5:10 p.m., the City Council reconvened in open session in the Council Chambers. The City Attorney made the following announcement: By a vote of 5 to 0, with Councilmember Madrigal absent and a vacant Council seat, the City Council has given its legal counsel approval to enter into two proposed settlements resolving claims against the nation’s 3 largest opioid Distributors (AmerisourceBergen, Cardinal Health, and McKesson) and manufacturer Janssen Pharmaceuticals and its parent company Johnson & Johnson for their roles in the opioid epidemic. City would receive approximately \$3.5 million in settlement funds over the course of between 7 and 18 years. The settlement funds would have to be used for substance use prevention, harm reduction, treatment, and recovery programs. More information about the settlements is posted at www.nationalopioidsettlement.com.

D. APPOINTMENT ITEMS (5:30 – 6:00 PM)

1. City Manager Department

SUBJECT: Ventura County Civic Alliance State of the Region Report. (5:30 p.m.)

RECOMMENDATION: That the City Council receive the State of the Region Report from the Ventura County Civic Alliance.

David Maron, Chief Executive Officer with the Ventura County Civic Alliance, presented and answered questions. Discussion ensued among the Council and staff. Report was received and filed, no formal action was required.

E. OPENING CEREMONIES (6:00 PM)

The flag salute was followed by a moment of silence.

F. CEREMONIAL ITEMS

1. SUBJECT: Declare Results of the Canvass of Returns of the November 2, 2021 District 2 Special Municipal Vacancy Election and Administer the Oath of Office. (5/10/10)

The City Council adopted **Resolution No. 15,512** declaring the results of the canvass of returns of the November 2, 2021 City of Oxnard, District 2 (short term), Special Municipal Vacancy Election.

The City Clerk administered the oath of office to newly elected Councilmember Gabriel Teran, followed by remarks from the Mayor and Councilmembers.

It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Perello, to approve the recommended action as presented. VOTE: Lopez, MacDonald, Basua, Perello, and Zaragoza voted in favor; the motion carried

5-0. Councilmember Madrigal was absent.

2. SUBJECT: Special Guest from the North Pole.

Santa Claus came to visit the City of Oxnard from the North Pole to spread some holiday cheer.

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Tai M. Hartley (Complaint against Councilmember Perello), Armando Delgado, Carpenters Union Local 805 Representative (Cost of living, employment opportunities, wages and benefits for local hires), and Lang Martinez (Homeless concerns).

H. REPORT OF CITY MANAGER

1. City Manager Department

SUBJECT: COVID-19 Update from Director of Emergency Services. (10/5/5)

RECOMMENDATION: That the City Council:

1. Receive and file an update from the Director of Emergency Services on the COVID19 Local Emergency.
2. Approve the re-authorization of remote teleconference meetings of the legislative bodies of the City of Oxnard in accordance with Assembly Bill 361.

Alexander Nguyen, City Manager, presented and answered questions from Council. No public comments were received.

It was moved by Councilmember Perello, seconded by Councilmember Lopez, to approve the recommended action. VOTE: Basua, Madrigal, MacDonald, Teran, Lopez, Perello, and Zaragoza voted in favor; the motion carried 7-0.

I. CITY COUNCIL REPORTS

Councilmember Teran thanked everyone again for electing him to City Council and he is looking forward to continuing his work as a Councilmember. Announced that he is a very proud graduate of Oxnard College. Encouraged young resident to enroll and benefit from attending classes. Councilmember Teran participated in the Tree Lighting and the Christmas Parade. He congratulated the Freemont South Neighborhood Council which elected a new executive board during this meeting. Congratulated Jaime Moreno for being elected chair. Selected to support Aswell Trophy as his local business.

Councilmember Lopez welcomed back Councilmember Teran to the City Council. Councilmember Lopez participated in the Tree Lighting and the Christmas Parade. She thanked everyone involved in organizing the events and those that participated as well. She attended with Councilmember Basua and Councilmember Perello, the World Aids Day program about HIV / Aids statics in Ventura County. Encouraged the public to get tested and be safe. She encouraged residents to attend the Aquatic Center meeting at College Park this Saturday Selected to support Jungle Juice as her local business.

Councilmember Madrigal selected to support Tacos El Centenario Food Truck. Announced that there was a large crowd that attended the Tree Lighting and that it was also great that the entire City Council was together in one place at this event. He also participated in the Christmas Parade and thanked everyone that participated this year.

Councilmember Basua selected to support In The Sauce as her local business. She thanked Mayor Pro Tem MacDonald for his dedication and hard work toward the Halaco Superfund Site clean-up efforts. She also attended the Tree Lighting and the Christmas Parade, and thanked staff for organizing these events. She encouraged residents to attend the upcoming Aquatic Center meeting at College Park. She also attended the World's Aids Day event.

Councilmember Perello selected to support the Golden Egg Restaurant as his local business. He attended the eighth night of the lighting of the menorah for Hanukkah at the Jewish Council. He also attended the Christmas Parade and the World's Aid Day events.

Mayor Zaragoza thanked everyone that attended and participated in the Tree Lighting and the Christmas Parade events.

J. REVIEW OF INFORMATION/CONSENT AGENDA

Items L-1 through L-5 were discussed among the Council and staff.

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA (None received.)

L. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the October 19, 2021 regular meeting as presented.

2. City Manager Department

SUBJECT: State of California Grant for the South Oxnard Aquatic Center.

RECOMMENDATION: That the City Council:

1. Adopt **Resolution No. 15,513** approving the filing of project applications for \$5,000,000 in State of California Specified Grant funds for the South Oxnard Aquatic Center at College Park, delegating authority to the City Manager regarding negotiations and execution of all documents necessary for the completion of the project scopes, and making required certifications and agreements to comply; and
2. Approve a budget appropriation for the use of the awarded grant funds.

3. Police Department

SUBJECT: **Resolution No. 15,514** Commending John Brisslinger for 21 Years of Exemplary Service to the City of Oxnard.

RECOMMENDATION: That the City Council adopt **Resolution No. 15,514** commending John Brisslinger for twenty-one years of outstanding service to the City of Oxnard Police Department.

4. Police Department

SUBJECT: Federal and State Asset Forfeiture Funds.

RECOMMENDATION: That City Council approve a budget appropriation in the amount of \$217,000 for the use of Federal (\$60,000) and State (\$157,000) asset forfeiture funds allocated to the City of Oxnard's Police Department.

(The Community Services, Public Safety, Housing and Development Committee approved 2-0 on November 9, 2021.)

5. City Manager Department

SUBJECT: 2022 Meeting Schedule for Legislative Bodies.

RECOMMENDATION: That City Council, Community Development Commission Successor Agency, Financing Authority, and Housing Authority approve the proposed meeting dates for the calendar year 2022.

The minutes of the October 19, 2021 regular meeting were pulled for revisions and will be brought back for Council approval at a future meeting.

Consent Agenda Item: L.1:

It was moved by Councilmember Perello, seconded by Mayor Zaragoza, to pull consent item L.1 from the consent agenda. VOTE: MacDonald, Perello, Basua, Madrigal, Zaragoza, Teran, and Lopez voted in favor; motion passed 7-0.

Consent Agenda Items: L.2 – L.5:

It was moved by Councilmember Lopez, seconded by Mayor Zaragoza, to approve the Information/Consent items L.2 – L.5 as presented. VOTE: MacDonald, Perello, Basua, Madrigal, Zaragoza, Teran, and Lopez voted in favor, motion passed 7-0.

M. PUBLIC HEARINGS

1. Community Development Department

SUBJECT: Project Name: FGH Retail Services, LLC. - Appeal of the Planning Commission's Decision to Approve Planning and Zoning Permit No. 21-516-36 (Special Use Permit- Cannabis Retail) regarding property at 2320 North Rose Avenue (APN: 213-0-011-255). (20/10/10)

RECOMMENDATION: That the City Council:

1. Conduct a public hearing;
2. Find the Project to be Categorically Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15301 (Existing Facilities); and
3. Adopt **Resolution No. 15,515** denying the appeal and upholding the Planning Commission's approval of Planning and Zoning Permit No. 21-516-36 (Special Use Permit- Cannabis Retail), subject to certain conditions and findings.

The City Clerk announced the affidavit of publication and state that no written public comments were received. A supplemental letter from Seena M. Samimi on behalf of Jeffer Mangels Butler & Mitchell LLP, regarding FGH Retail Services, LLC was dated and received on December 7, 2021, and it was forwarded to Council.

Scott Kolwitz, Planning & Environmental Services Manager and Ken Rozell, Chief Assistant City Attorney gave a report and answered questions.

Mayor Zaragoza opened the public testimony portion of the public hearing. Public comments were received from Seena Max Samimi, Nancy Lindholm, Stanley Rothbart, Marissa Roman, Ariella Dragonberg, Bobby Martinez, Jesse Ramos, Andrew Salinas, Ofer Rosenzweig, Eileen, Christina Zbko, Laura McAvoy, Beverly Gutierrez, Vanessa Hernandez, and Michael Chernis.

Without objection, the Council approved closing the public testimony portion of the public hearing. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Lopez, to approve the recommended action as presented. VOTE: Lopez, Basua, Teran, Zaragoza, MacDonald, Perello, and Zaragoza voted in favor; the motion carried 7-0.

2. Community Development Department

SUBJECT: SUBJECT: Planning & Zoning (PZ) Permit No. 21-580-05 Bed and Breakfast Parking Regulations (Zone Text Amendment) – Amendment to the Oxnard City Code Section 16-374 “Standards for Traditional Bed and Breakfast (Homestay)” allowing Bed and Breakfast Homestays (containing no more than two guest bedrooms) located on corner lots may credit the nonprimary street frontage toward the parking requirement, with 25 linear feet equal to one parking space, subject to approval of the decision maker associated with the underlying permit. (5/5/5)

RECOMMENDATION: That the City Council:

1. Conduct a public hearing;
2. Determine the Zone Text Amendment is exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines 15060(c)(2) and (3) and 15061(b)(3); and
3. Introduce **Ordinance No. 3006** for first reading (by title only, waiving further reading) allowing Bed and Breakfast Homestays (containing no more than two guest bedrooms) located on corner lots may credit the nonprimary street frontage toward the parking requirement, with 25 linear feet equal to one parking space, subject to approval of the decision maker associated with the underlying permit. (Planning Commission recommend approval 7-0.)

The City Clerk announced the affidavit of publication and stated that no written communications were received.

Isidro Figueroa, Principal Planner and Scott Kolwitz, Planning & Environmental Services Manager gave a report and answered questions.

Mayor Zaragoza opened the public testimony portion of the public hearing. No public comments were received.

Without objection, the Council approved closing the public testimony portion of the public hearing. Discussion ensued among the Council and staff.

It was moved by Councilmember Basua, seconded by Councilmember Teran, to approve the recommended action as presented. VOTE: Perello, Madrigal, Basua, Zaragoza, Lopez, and Teran voted in favor; the motion carried 6-0-1. Mayor Pro Tem MacDonald abstained due to owning property near the project location.

N. REPORTS

1. Community Development Department

SUBJECT: DMV Oxnard Field Office Drainage Easement Vacation; Planning and Zoning (PZ) Permit No. 21-660-02 (Easement Vacation); A Resolution of Intention to vacate two forty (40) foot wide drainage easements, totaling approximately 24,600 square feet, located at 4050 South Saviers Road. (0/5/5)

RECOMMENDATION: That the City Council:

1. Find the project exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3);
2. Adopt **Resolution No. 15,516** declaring its intention to vacate its right, title and interest in two forty (40) foot wide drainage easements, totaling approximately 24,600 square feet, crossing the two parcels located at 4050 South Saviers Road; and
3. Direct the City Clerk to schedule a public hearing in accordance with the vacation procedures contained in California Streets and Highway Code Section 8300 et seq to be held on Tuesday, January 4, 2022 at 6:00 p.m. at the at the City Council Chambers of the City of Oxnard located at 305 West Third Street in Oxnard, California.

Scott Kolwitz, Planning & Environmental Services Manager, presented and answered questions. No public comments were received. Discussion ensued among the Council and staff.

It was moved by Councilmember Perello, seconded by Councilmember Madrigal, to approve the recommended action as presented. VOTE: Teran, MacDonald, Zaragoza, Perello, Madrigal, Basua, and Lopez voted in favor; motion passed 7-0.

2. Finance Department

SUBJECT: Update on Corrective Action Plan (CAP). (0/5/5)

RECOMMENDATION: That the City Council receive an update on the Corrective Action Plan (CAP). (Finance and Governance Committee approved 3-0.)

Betsy George, Chief Financial Officer and Jennifer Hiraoka, Sr. Manager of Internal Controls & Acting Controller presented and answered questions. No public comments were received. Discussion ensued among the Council and staff. Report was received and filed, no formal action was required.

3. City Manager Department

SUBJECT: American Rescue Plan Act budget appropriation, authorization of new FTEs for ARPA projects, and delegation of ARPA contract awarding and executing authority to the City Manager. (0/5/5)

RECOMMENDATION: That the City Council:

1. Approve a budget appropriation recognizing \$16,192,200 in federal grant revenue and appropriating \$48,192,200 for the Council approved City's American Rescue Plan Act (ARPA) funding of projects and programs that will respond to the COVID-19 pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery in the City of Oxnard;

2. Adopt **Resolution No. 15,517** approving an amendment to the classification and salary range resolution for the Senior Project Manager classification to implement ARPA projects;
3. Adopt **Resolution No. 15,518** approving an amendment to the position control resolution to add four (4) Full-time Equivalent employees to implement ARPA projects; and
4. Adopt **Resolution No. 15,519** delegating contract awarding and executing authority to City Manager for non-public projects, and for subrecipient agreements funded in whole or in part by ARPA.

Alexander Nguyen, City Manager presented and answered questions. Public comments were received from Wendi Cool with Ventura County Ice Sports and Armando Delgado, Carpenters Union Local 805 Representative. Written comments were also received from Wendi Cool. Discussion ensued among the Council and staff.

It was moved by Mayor Zaragoza, seconded by Councilmember Madrigal, to approve the recommended action as presented. VOTE: Basua, Madrigal, MacDonald, Teran, Lopez, Perello, and Zaragoza voted in favor; motion passed 7-0.

At 9:58 p.m. City Council voted to continue the meeting past 10:00 p.m., and take action on the remainder of the items on the agenda.

It was moved by Councilmember Perello, seconded by Councilmember Teran, to approve the recommended action as presented. VOTE: MacDonald, Perello, Basua, Madrigal, Zaragoza, Teran, and Lopez voted in favor; the motion carried 7-0.

4. Public Works Department

SUBJECT: Agreement A-8400 to G2K Construction, Inc. for the Replacement of Truck Weigh Scales at the Del Norte Recycling Center and Transfer Station Project Specification No. PW 20-59. (0/5/5)

RECOMMENDATION: That the City Council approve and authorize the following for a total of \$3,576,216 in Project funds for the Replacement of Truck Weigh Scales at the Del Norte Recycling Center and Transfer Station Project, Specification No. PW 20-59 (Project No. 216803):

1. The Mayor to execute Agreement A-8400 with G2K Construction, Inc. in the amount of \$2,980,180 for the Project;
2. A Project contingency amount of \$298,018 for the Project;
3. A Project allocation amount of \$298,018 for engineering, inspection, survey and project management for the Project; and
4. A budget appropriation in the amount of \$1,126,216 from the available fund balance in the Solid Waste Operating Fund (631) for the Project.

Tatiana Arnaout, Senior Civil Engineer presented and answered questions. No public comments were received. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Basua, to approve the recommended action as presented. VOTE: Madrigal, Lopez, Teran, MacDonald, Basua, Perello, and Zaragoza voted in favor; motion passed 7-0.

O. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 10:17 p.m.

ROSE CHAPARRO

City Clerk

JOHN C. ZARAGOZA

Mayor



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. I.2

DATE: January 4, 2022

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Grant Application for the Clean California Local Grant Program.

RECOMMENDATION

That the City Council adopt a resolution:

1. Authorizing the City Manager to submit a grant application for an amount not to exceed \$5,000,000 in Clean California Local Grant Program funds to be used for the Oxnard Beautification and Clean-up Project; and
 2. Authorizing the City Manager or designee to execute grant agreements; the Finance Director or designee to submit financial reports and grant claims and approve budget appropriations for the use of grant funds; and the Director of Public Works or designee to submit non-financial reports.
- (This item did not originate in Committee.)

BACKGROUND

The Clean California Local Grant Program (Program) is a competitive statewide program created to beautify and clean up local streets and roads, tribal lands, parks, pathways, transit centers, and other public spaces. The Program is one part of the nearly \$1.1 billion Clean California initiative that takes direct aim at the continuous trash generation that has overwhelmed California Department of Transportation (Caltrans) and its partners. The Program budget is approximately \$296 million, for projects that will be completed and open to the public, with all funds expended, by June 30, 2024. Each grant award shall not exceed \$5,000,000.

After attending a series of three public grant program workshops, staff discussed the grant program priorities vis-a-vis City needs at three staff meetings which began in September 2021 in order to evaluate potential City projects that would be competitive applications in the grant program. Staff also presented the grant program and potential City projects at the Parks, Recreation, and Community Services Commission meeting held on November 17, 2021. Staff received input from the Commission and integrated their suggestions into the grant proposal development.

DISCUSSION

Following the three staff meetings, which involved both Community Services and Public Works staff, and the subsequent Parks, Recreation, and Community Services Commission meeting, the project application was narrowed down to the selected nearly shovel-ready project. The project involves the beautification of the Camino del Sol Community Garden, the installation of trash receptacles in City parks, a city-wide litter abatement and illegal dumping prevention media campaign, and the coordination of park cleanup events linked with park beautification. The project was planned considering current and multiple needs in the City, as well as maximizing application scoring by considering the multi-objective criteria set forth by the grantor. The grant scoring criteria indicates that shovel-ready projects will be highly competitive and as such should be prioritized. Additionally, projects that fall in the State's designated disadvantaged community areas are eligible to receive 100% funding, without the need for local match.

The application proposes to address community litter abatement and beautification needs in the City, while integrating litter abatement events and education programs. The project addresses a litter hotspot north of the La Colonia neighborhood that, since May 2016, has seen 69 graffiti reports, 50 illegal dumping reports, 12 homeless person encampment reports, and 8 litter reports on the City's 311 system. The location has also received 15 Police Department reports since 2014.

The project will beautify a location that can be accessed through the City's multimodal transportation network. The beautification component of the project will take place at the Camino del Sol Community Garden, just north of the Sunkist packing plant in the northwest corner of the La Colonia neighborhood. The project proposes to expand the community garden on the south side of the existing garden, where there currently exists a narrow sidewalk path and a large dirt area. This area frequently accumulates litter, illegal dumping, and encampments. The project proposes to install new fencing around the garden, which will fence off the existing litter-prone area, and install new garden plots for residents to use, along with new uniform internal fencing between garden plots. The community garden has been in high demand, with a waitlist steadily exceeding 30 residents and a waiting period of over one year for the last few years. The garden expansion will allow for an estimated 30 additional garden plots that are 15'x30'. The community garden currently occupies a 1.5 acre site, and is proposed to be expanded by an additional 0.7 acres. Please see Attachment #2 for a site map.

The proposed project also addresses the community litter abatement needs of several parks that fall within the disadvantaged areas of Oxnard, per the grant program's classification. New trash receptacles will be installed in the City's parks that classify as "disadvantaged" per the grant guidelines, where no City matching funds are required. The specific eligibility criteria for each of the City's parks is currently in the process of being assessed and calculated before being proposed in the grant application. The grant program's evaluation criteria involves multiple layers of analysis in defining disadvantaged areas and relative population benefit. These criteria will be addressed in the final grant application. The final grant application is still in development, as of the date of this staff report's writing in early December, 2021. Additional beautification and sustainability elements for specific eligible parks may be integrated into the grant application before submittal by the February 1, 2022 deadline.

In order to maximize the scoring of the grant proposal while benefiting illegal dumping needs in the community, the project will also integrate a city-wide litter abatement and illegal dumping prevention media campaign. The project will also involve the coordination of park cleanup events in selected parks using City Corps and the City's Parks Division staff.

Overall, the project will benefit the community's recreation and public health needs, while building community placemaking and growing public space for recreation. Other projects that were considered for this application included the "welcome corridor" improvements. However, with projects that aren't shovel-ready not being competitive in this grant program, a welcome corridor improvement project is not being submitted. Other projects were considered, such as expanding the Meetup-Cleanup program and constructing new restrooms in several parks. However, existing related projects are backlogged due to the current workload, and these projects would not be able to be completed within the short grant timeline. Thus, these projects were not prioritized as potential applications.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The grant allows up to \$5M in Clean California Local Grant Program funds if awarded. Because the proposed project falls within a designated disadvantaged community area, no matching funds are required to implement the project if the grant is awarded. Annual operations and maintenance cost increases are estimated to be minimal if the project is awarded.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Eric Humel, Grants Specialist

ATTACHMENTS

1. City Resolution
2. Garden Site Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
APPROVING THE SUBMITTAL OF A GRANT APPLICATION FOR CLEAN
CALIFORNIA LOCAL GRANT PROGRAM GRANT FUNDS

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

WHEREAS, the Public Works Department has requested that City Council approve the submittal of an application to the California Department of Transportation for an amount not to exceed \$5,000,000 in Clean California Local Grant Program funds to be used for the City of Oxnard Beautification and Clean-up Program.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of a grant application by the City Manager to the California Department of Transportation for the purpose of obtaining grant funding for the City of Oxnard Beautification and Clean-up Program. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Finance Director or designee is authorized to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and the Director of Public Works or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED THIS _____ day of _____, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

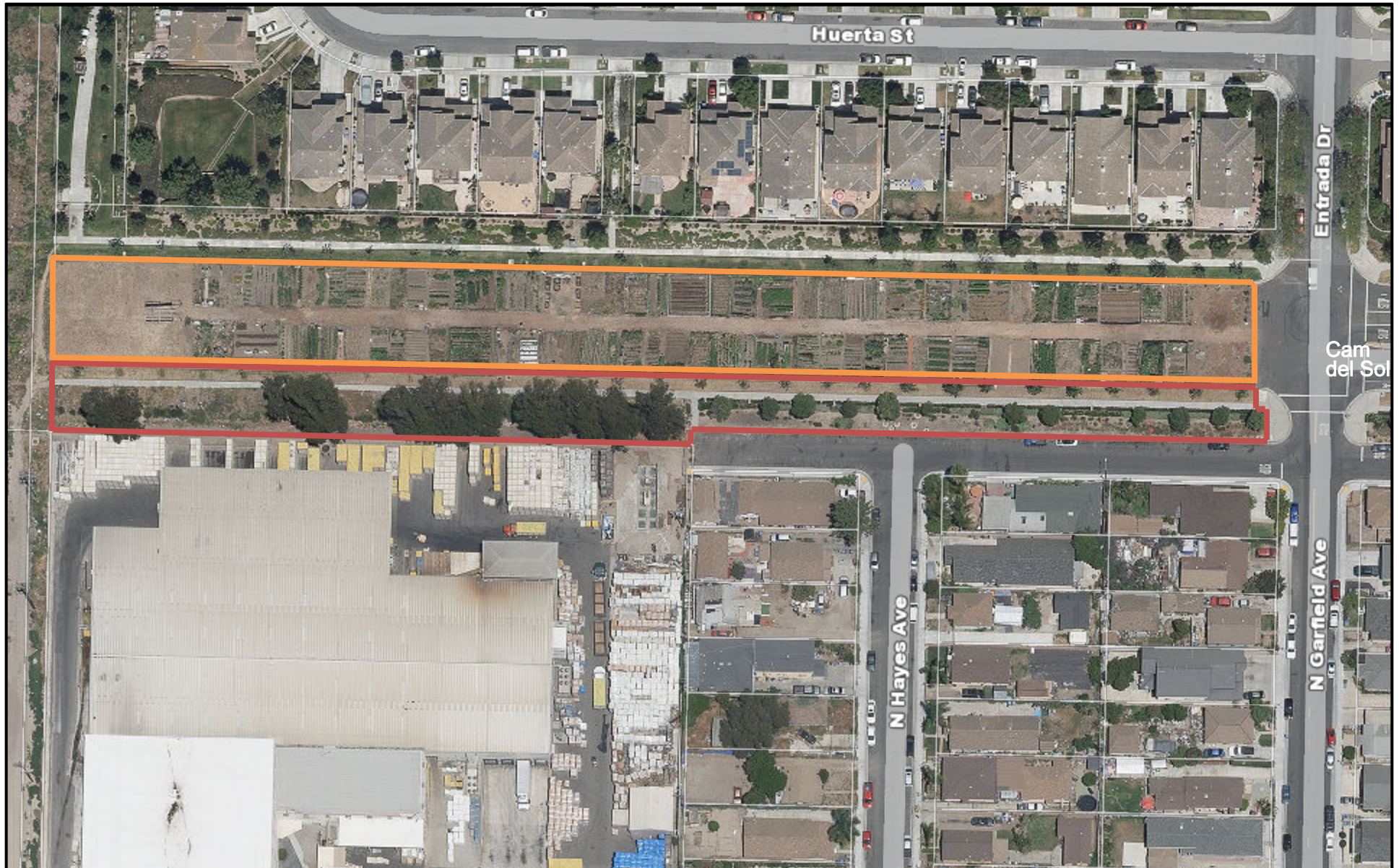
Rose Chaparro, City Clerk

John C. Zaragoza, Mayor

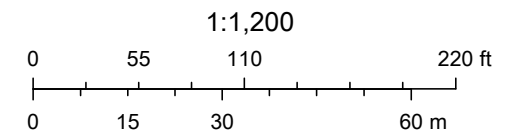
APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Camino del Sol Community Garden



- Existing garden
- Potential expansion area





CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. I.3

DATE: January 4, 2022

TO: City Council

FROM: Alexander Hamilton, Fire Chief, (805) 385-7700, alexander.hamilton@oxnard.org

SUBJECT: Purchase of Eight (8) Battalion Chief Command Vehicles.

RECOMMENDATION

That City Council ratify the authorization of the Mayor to Execute Purchase Order 8388 in the Amount of \$419,673.90 for the Purchase of Eight (8) Battalion Chief Command Vehicles Chassis through National Auto Fleet.
(This item did not originate in Committee.)

BACKGROUND

On June 29, 2021, City Council adopted FY 2021/2022 City of Oxnard Budget which included funding in the amount of \$960,000.00 to be utilized for the purchase and up-fitting of eight (8) Battalion Chief Emergency Response/Command Vehicles. The eight (8) Battalion Chief Command Vehicles will be utilized in the following manner:

1. Replacement of the two (2) current front line Battalion Chief Command Vehicles which will then be reassigned to the two Fire Department Assistant Chief positions.
2. Replacement of the Fire Marshal's Vehicle which has become cost prohibitive to repair and cannot efficiently operate as an Emergency Response/Command Vehicle.
3. Replacement of the Fire Department Training Chief Vehicle which is 10 years old and will move into a reserve status.
4. Replacement of one (1) Battalion Chief Emergency Response/Command Vehicle which was taken out of service by an emergency response related traffic collision.
5. Three (3) Battalion Chief Vehicles will be utilized as vehicles for the three new Battalion Chief positions that will begin in FY 22/23.

Upon receiving notification of funding in July 2021 the Fire Department partnered with Fleet Services to create a specification for the command vehicles. National Auto Fleet was able to provide a quote for the vehicles on October 28, 2021, at which time the City was notified that the closing date for ordering the model quoted is November 12, 2021. To avoid a one year delay in the ordering and receiving of the eight (8) vehicles, the Department requested urgent approval as allowed in the City Procurement Policy. The Mayor approved Purchase Order 8388 on November 4, 2021.

DISCUSSION

The eight (8) Ford F-350 chassis will be purchased with cooperative agreement Sourcewell (contract number 120716-NAF valid through January 17, 2022). The Sourcewell agreement meets all requirements set forth in the City of Oxnard's Purchasing Policy and all requirements set forth by the State of California in regards to regional cooperative purchasing agreements. Sourcewell (formerly National Joint Powers Alliance) established an approved vendor list following a nationwide competitive bid process. This process confirms the City still receives the lowest available pricing, meets the competitive bid process requirements, and has been utilized successfully by the City for several previous vehicle

purchases.

A second vendor and purchase order will be required for the upfitting of all eight (8) chassis in order to create safe, emergency response vehicles. Upfitting may include mobile data devices, radios, and other equipment to make the vehicles fully functioning emergency response vehicles. Once a vendor is selected for this service, a purchase order will be presented for City Council approval.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

The cost of the eight (8) Battalion Chief Vehicles will be \$419,673.90 for the chassis from National Auto Fleet Group with the remaining allocation of \$540,326 to be utilized for the upfitting of the vehicles with custom cabinets, lights, sirens, radios and other equipment by a yet to be identified vendor. The Fire Department will work with Purchasing to follow City of Oxnard Purchasing Policy in the selection of a vendor to upfit the vehicles.

A budget appropriation in the amount of \$960,000 has been established to Fund (313) / Project #222202 in anticipation of the issuance of proceeds from the Banc of America Line of Credit lease purchase to finance the acquisition of vehicles and upfitting. Annual payments for the vehicles and upfitting under the lease purchase will be included in future annual budget requests. After completing the RFP process for lease-purchase financing, staff will return to the Finance and Governance Committee and to the City Council recommending approval of a Master Lease Agreement for Equipment with the payment terms and interest rate of the lease purchase for the eight (8) vehicles and upfitting. Staff expects the financing to be in place before the City needs to pay for the equipment, which takes months to manufacture and prepare for delivery.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Amy Van Atta, Management Analyst II

ATTACHMENTS

1. PO 8388 National Auto Fleet



PURCHASE ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.
008388**

DATE: 11/2/2021

VENDOR PHONE: (855)289-6572
VENDOR FAX: (831)480-8497
VENDOR #: 18524
VENDOR ADDRESS: NATIONAL AUTO FLEET GROUP
490 AUTO CENTER DRIVE
WATSONVILLE, CA 95076
SHIP TO: FIRE DEPT
360 W. 2ND ST.
OXNARD, CA 93030

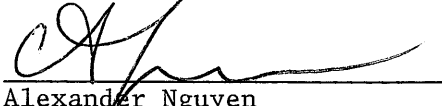
Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
11/01/2021		0000005777	11/01/2021	NAT'L JOINT POWERS ALLIAN	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		31322608268606		PATRICIA GARCIA	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1	EIGHT COMMAND VEHICLE CHASSIS	
419,673.90		1.0000 419,673.90
/ DL		

SOURCEWELL AGREEMENT 120716-NAF EXP 01/17/2022
NSS 21-122, NTE: \$419,673.90 (ONE TIME PURCHASE)
COUNCIL APPROVAL TBD
URGENT APPROVAL DUE TO NOVEMBER 12, 2021 FLEET
CUT OFF DATE
NO BTC RQRD*AM

Approved:


Alexander Nguyen
City Manager

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

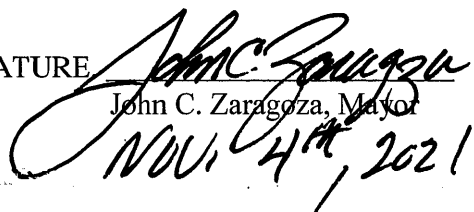
TOTAL PURCHASE AMOUNT

\$419,673.90

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase
Order number above.

AUTHORIZED SIGNATURE


John C. Zaragoza, Mayor

Page 1 of 3

PURCHASE ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.
008388**

DATE: 11/2/2021

VENDOR PHONE: (855)289-6572
VENDOR FAX: (831)480-8497
VENDOR #: 18524
VENDOR ADDRESS: NATIONAL AUTO FLEET GROUP **SHIP TO:** FIRE DEPT
490 AUTO CENTER DRIVE 360 W. 2ND ST.
WATSONVILLE, CA 95076 OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
11/01/2021		0000005777	11/01/2021	NAT'L JOINT POWERS ALLIAN	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		31322608268606		PATRICIA GARCIA	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
 - a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
 - i. Commercial general liability insurance, including a contractual liability endorsement, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability coverage (Occurrence Form CG0001ED, November 1988);
 - ii. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
 - iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than \$1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
 - a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
 - b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
 - a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
 - b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
 - c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
 - d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.



MEMO

Fire Department
Alexander Hamilton, Fire Chief

Date: November 3, 2021
To: John C. Zaragoza, Mayor
From: Alex Hamilton, Fire Chief *AH*
Subject: Purchase Order 8388 – National Auto Fleet Group

The Fire Department respectfully requests the authorization of Purchase Order 8388 to National Auto Fleet for the purchase of eight (8) Ford 2022 F-350 chassis that will be built into command staff response vehicles. This request is expedited under the Urgent/Urgency provision as allowed in the City of Oxnard Purchasing Policy Manual Section 2.4. The Purchase Order will be ratified at an upcoming City Council Meeting, tentatively December 7th.

The National Auto Fleet Group provided a quotation for eight (8) Ford F-350 chassis that meet the specification for Fire Department emergency response command vehicles as designed with Fleet Services. The quote was finalized on October 28, 2021, at which time the vendor informed the City that the order must be placed by November 12, 2021 to meet the fleet cut-off date. If the order is not placed by November 12, 2021, the City will have to wait until the 2023 Ford F-350 is available, which will delay the deployment of the vehicles by one year. Operationally, this is not an option for the Department.

National Auto Fleet Group has been selected as a vendor for cooperative agreement Sourcewell 120716-NAF with an expiration of 1/17/22. The use of cooperative agreements in the place of three bids is allowed through City of Oxnard Purchasing Policy Manual Section 3.16.



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

October 28, 2021

Ms. Connie Sandoval
City of Oxnard
305 W Third St
Oxnard, Ca 93030

Delivery Via Email

Dear Ms. Sandoval,

In response to your inquiry, we are pleased to submit the following for your consideration:
National Auto Fleet Group will sell, service and deliver at Oxnard, new/unused 2022 Ford Super Duty F-350 (W3B) XLT 4WD Crew Cab 6.75' Box 7.3 Liter Gas Engine to your requirement with the attached specifications for \$45,478.00 plus Upfit, State Sales Tax, and \$8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 120716-NAF. Units to be Race Red

	One unit MSRP	Selling Price	Total Savings	Extended units (8)	Total Savings
2022 Ford F-350 4WD XLT Crew Cab 7.3 Liter Gas Engine	57,590.00	45,478.00	21.03%	363,824.00	96,896.00
Amp Running Boards		1,857.00		14,856.00	
Two Extra Keys		400.00		3,200.00	
Sub Total		47,735.00		381,880.00	
Sales Tax		4,415.49		35,323.90	
Transportation		300.00		2,400.00	
Tire Tax		8.75		70.00	
Total		52,459.24		419,673.90	

Terms are net 30 days.

Delivery 120-180 Days ARO

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard
National Law Enforcement Sales Manager
National Auto Fleet Group
Wondries Fleet Group
626-457-5590 O / 714-264-1867 C / Buzzard5150@gmail.com



Vehicle: [Fleet] 2022 Ford Super Duty F-350 SRW (W3B) XLT 4WD Crew Cab 6.75' Box



Wondries Fleet Group / National Auto Fleet Group

Prepared By:

Kevin Buzzard

Wondries Fleet Group / National Auto Fleet Group

626-457-5590 OFC

Buzzard5150@gmail.com

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Vehicle: [Fleet] 2022 Ford Super Duty F-350 SRW (W3B) XLT 4WD Crew Cab 6.75' Box (✓ Complete)

Selected Model and Options**MODEL**

CODE	MODEL
W3B	2022 Ford Super Duty F-350 SRW XLT 4WD Crew Cab 6.75' Box

COLORS

CODE	DESCRIPTION
PQ	Race Red

ENGINE

CODE	DESCRIPTION
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas -inc: Heavy-Duty Alternator (240 Amp), Electronic-Locking w/3.73 Axle Ratio

TRANSMISSION

CODE	DESCRIPTION
44G	Transmission: TorqShift 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery (STD)

OPTION PACKAGE

CODE	DESCRIPTION
613A	Order Code 613A

AXLE RATIO

CODE	DESCRIPTION
X3E	Electronic-Locking w/3.73 Axle Ratio

WHEELS

CODE	DESCRIPTION
647	Wheels: 18" Chrome PVD Aluminum

TIRES

CODE	DESCRIPTION
TDX	Tires: LT275/70Rx18E BSW A/T (4) -inc: Spare may not be the same as road tire

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Vehicle: [Fleet] 2022 Ford Super Duty F-350 SRW (W3B) XLT 4WD Crew Cab 6.75' Box (✔ Complete)

PRIMARY PAINT

CODE	DESCRIPTION
PQ	Race Red

SEAT TYPE

CODE	DESCRIPTION
2S	Medium Earth Gray, Cloth 40/Console/40 Front Seats -inc: 2-way adjustable driver/passenger headrests and driver's side manual lumbar, Flow-Through Console, 110V/400W outlet in rear

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION
17X	FX4 Off-Road Package -inc: Hill Descent Control, Off-Road Specifically Tuned Shock Absorbers, front/rear, Transfer Case & Fuel Tank Skid Plates, Unique FX4 Off-Road Box Decal
17P	XLT Premium Package -inc: 2 front chrome tow hooks and foldable/locking rear under-seat storage, Halogen Fog Lamps, SecuriCode Driver's Side Keyless Entry Keypad, Reverse Sensing System, Unique Chrome Mirror Caps, Wheels: 18" Chrome PVD Aluminum, Heated Driver & Passenger Seats, Body-Color Door Handles w/Chrome Insert, chrome tailgate handle, 8-Way Power Driver's Seat, 2-way passenger adjuster, Autolock/Auto Unlock, 6" Angular Chrome Step Bars, Chrome Exhaust Tip

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION
67B	397 Amp Alternator
86M	Dual 78 AH Battery
41P	Transfer Case & Fuel Tank Skid Plates
—	GVWR: 11,300 lb Payload Package
471	Camper Package -inc: heavy service front springs (1 up upgrade above the spring computer selected as a consequence of options chosen, Not included if maximum springs have been computer selected as standard equipment) and slide-in camper certification, NOTE 1: Salesperson's Source Book or Ford RV Trailer Towing Guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability, NOTE 2: May result in deterioration of ride quality when vehicle is not equipped w/camper, Rear Stabilizer Bar

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Vehicle: [Fleet] 2022 Ford Super Duty F-350 SRW (W3B) XLT 4WD Crew Cab 6.75' Box (✔ Complete)

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION
54F	PowerScope Trailer Tow Mirrors w/Heat -inc: power-folding w/Autofold, telescoping, power glass, turn signal, high intensity LED security approach lamps and utility lighting system (LED side-mirror spotlights)
435	Power-Sliding Rear-Window w/Defrost
153	Front License Plate Bracket -inc: Standard in states requiring 2 license plates and optional to all others
595	Halogen Fog Lamps
61N	Front & Rear Wheel Well Liners (Pre-Installed)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION
16T	All-Weather Floor Mats -inc: Doesn't include carpet floor mats
166	Carpet Delete -inc: Replaced w/black flooring *CREDIT*
76R	Reverse Sensing System

Options Total

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Vehicle: [Fleet] 2022 Ford Super Duty F-350 SRW (W3B) XLT 4WD Crew Cab 6.75' Box (✔ Complete)

Standard Equipment

Mechanical

Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel (STD)

Transmission: TorqShift 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery (STD)

3.73 Axle Ratio (STD)

50-State Emissions System

Transmission w/Oil Cooler

Electronic Transfer Case

Part-Time Four-Wheel Drive

78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection

HD 200 Amp Alternator

Trailer Wiring Harness

Class V Towing Equipment -inc: Hitch, Brake Controller and Trailer Sway Control

4260# Maximum Payload

GVWR: 11,100 lb Payload Package

HD Shock Absorbers

Front Anti-Roll Bar

Firm Suspension

Hydraulic Power-Assist Steering

34 Gal. Fuel Tank

Single Stainless Steel Exhaust

Auto Locking Hubs

Front Suspension w/Coil Springs

Leaf Rear Suspension w/Leaf Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

Exterior

Wheels: 18" Sparkle Silver Painted Cast Aluminum -inc: bright hub covers/center ornaments (STD)

Tires: LT275/65R18E BSW A/S -inc: Spare may not be the same as road tire (STD)

Regular Box Style

Steel Spare Wheel

Spare Tire Stored Underbody w/Crankdown

Clearcoat Paint

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Vehicle: [Fleet] 2022 Ford Super Duty F-350 SRW (W3B) XLT 4WD Crew Cab 6.75' Box (✓ Complete)

Exterior

Chrome Front Bumper w/Body-Colored Rub Strip/Fascia Accent and 2 Tow Hooks
Chrome Rear Step Bumper
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Manual Extendable Trailer Style Mirrors
Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
Fixed Rear Window
Variable Intermittent Wipers
Privacy Glass
Aluminum Panels
Black Grille w/Chrome Accents
Tailgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Cargo Lamp w/High Mount Stop Light
Autolamp Auto On/Off Aero-Composite Halogen Auto High-Beam Daytime Running Lights Preference Setting
Headlamps w/Delay-Off
Perimeter/Approach Lights
Headlights-Automatic Highbeams

Entertainment

Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls and Radio Data System
Radio: AM/FM Stereo/MP3 Player -inc: 7 speakers
Fixed Antenna
Streaming Audio
SYNC 3 Communications & Entertainment System -inc: enhanced voice recognition, 8" LCD capacitive touch screen in center stack w/swipe capability, pinch-to-zoom capability included w/available voice-activated touchscreen navigation system, 4.2" productivity screen in IP cluster, AppLink, 911 Assist, Apple CarPlay and Android Auto capability and 2 smart charging USB-C ports
SiriusXM Radio -inc: a 3-month prepaid subscription and 1 I/P mounted center speaker, Service is not available in Alaska and Hawaii, SiriusXM audio and data services each require a subscription sold separately, or as a package, by SiriusXM Radio Inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates, Fees and taxes apply, To cancel you must call SiriusXM at 1-866-635-2349, See SiriusXM Customer Agreement for complete terms at www.siriusxm.com, All fees and programming subject to change, SiriusXM and all related marks and logos are trademarks of SiriusXM Radio Inc
Bluetooth Wireless Phone Connectivity

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Vehicle: [Fleet] 2022 Ford Super Duty F-350 SRW (W3B) XLT 4WD Crew Cab 6.75' Box (✔ Complete)

Entertainment

2 LCD Monitors In The Front

Interior

4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement

4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement

60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer

Power Rear Windows

FordPass Connect 4G Mobile Hotspot Internet Access

Rear Cupholder

Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button

Cruise Control w/Steering Wheel Controls

Manual Air Conditioning

HVAC -inc: Underseat Ducts

Illuminated Locking Glove Box

Full Cloth Headliner

Urethane Gear Shifter Material

Interior Trim -inc: Metal-Look Instrument Panel Insert and Chrome Interior Accents

Cloth 40/20/40 Split Bench Seat -inc: 20% locking center under-seat storage, center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar

Day-Night Rearview Mirror

Driver And Passenger Visor Vanity Mirrors

3 12V DC Power Outlets

Full Overhead Console w/Storage and 3 12V DC Power Outlets

Fade-To-Off Interior Lighting

Front And Rear Map Lights

Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats

Pickup Cargo Box Lights

Smart Device Remote Engine Start

110V/400W Outlet -inc: 1 in-dash mounted outlet

Instrument Panel Covered Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

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Vehicle: [Fleet] 2022 Ford Super Duty F-350 SRW (W3B) XLT 4WD Crew Cab 6.75' Box (✔ Complete)

Interior

Delayed Accessory Power
Power Door Locks
Systems Monitor
Trip Computer
Outside Temp Gauge
Digital/Analog Appearance
Seats w/Cloth Back Material
Manual Adjustable Rear Head Restraints
2 Seatback Storage Pockets
Securilock Anti-Theft Ignition (pats) Engine Immobilizer
Perimeter Alarm
Air Filtration

Safety-Mechanical

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Blind Spot
Ford Co-Pilot360 - Pre-Collision Assist with Automatic Emergency Braking (AEB) and Ford Co-Pilot360 - Cross-Traffic Alert
Collision Mitigation-Front
Tire Specific Low Tire Pressure Warning
Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
Safety Canopy System Curtain 1st And 2nd Row Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point and Height Adjusters
Dual Stage Driver And Passenger Front Airbags
Back-Up Camera

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Vehicle: [Fleet] 2022 Ford Super Duty F-350 SRW (W3B) XLT 4WD Crew Cab 6.75' Box (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2022 Ford Super Duty F-350 SRW (W3B) XLT 4WD Crew Cab 6.75' Box

MSRP:\$48,655.00

Interior:Medium Earth Gray, Cloth 40/Console/40 Front Seats

Exterior 1:Race Red

Exterior 2:No color has been selected.

Engine: 7.3L 2V DEVCT NA PFI V8 Gas

Transmission: TorqShift 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
W3B	[Fleet] 2022 Ford Super Duty F-350 SRW (W3B) XLT 4WD Crew Cab 6.75' Box	\$48,655.00
OPTIONS		
153	Front License Plate Bracket	\$0.00
166	Carpet Delete	(\$50.00)
16T	All-Weather Floor Mats	\$130.00
17P	XLT Premium Package	\$2,995.00
17X	FX4 Off-Road Package	\$400.00
2S	Medium Earth Gray, Cloth 40/Console/40 Front Seats	\$300.00
41P	Transfer Case & Fuel Tank Skid Plates	Inc.
435	Power-Sliding Rear-Window w/Defrost	\$405.00
44G	Transmission: TorqShift 10-Speed Automatic	\$0.00
471	Camper Package	\$160.00
54F	PowerScope Trailer Tow Mirrors w/Heat	\$280.00
595	Halogen Fog Lamps	Inc.
613A	Order Code 613A	\$0.00
61N	Front & Rear Wheel Well Liners (Pre-Installed)	\$325.00
647	Wheels: 18" Chrome PVD Aluminum	Inc.
67B	397 Amp Alternator	\$115.00
76R	Reverse Sensing System	Inc.
86M	Dual 78 AH Battery	\$210.00
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas	\$1,705.00

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Vehicle: [Fleet] 2022 Ford Super Duty F-350 SRW (W3B) XLT 4WD Crew Cab 6.75' Box (✓ Complete)

PQ	Race Red		\$0.00
TDX	Tires: LT275/70Rx18E BSW A/T (4)		\$265.00
X3E	Electronic-Locking w/3.73 Axle Ratio	Inc.	
—	GVWR: 11,300 lb Payload Package		\$0.00
SUBTOTAL			\$55,895.00
Adjustments Total			\$0.00
Destination Charge			\$1,695.00
TOTAL PRICE			\$57,590.00

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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Purchasing Department
Purchasing Procedure

Negotiated Contract
Sole/Single (NSS Form)

Purchasing requires written justification from the requesting department within the department explaining why this is the only source for the requirement. Please check the applicable box.

Definition

- ☐ **Negotiated Contract:** When no bids or no responsive bids are received/obtained, the purchasing manager is authorized to negotiate for written proposals without a formal solicitation process for a city contract.
- ☐ **Formal/informal solicitation with one bid/proposal response received (Bid # and Close date):**
- ☒ **Cooperative Procurement/Piggy-Back Agreement**
- ☐ **Confidential agreement** for City Attorney and/or Chief of Police (backup docs may be redacted)
- ☐ **Sole Source:** Unique materials, supplies, equipment or services, which can be obtained from only one known source, proprietary equipment/technology, copyright, singular characteristics or performance capabilities or which have exclusive compatibility components with existing City products.
- ☐ **Single Source:** A procurement decision whereby purchases are directed to one source because of standardization, warranty, or other factors, even though other competitive sources may be available.
- ☐ **Urgent:** Informal or formal solicitations for supplies, equipment or services (except Public Projects) shall not apply in a situation in which, at the City Manager's discretion, does not permit obtaining price quotations or bids and public interest and necessity demand the immediate expenditure of public money to avoid harm to or safeguard life, health or property or to mitigate severe economic expenses. Provide the supporting documentation with a completed NSS form to the Purchasing Division of the urgent products/services with the City Manager's signature.

WRITTEN JUSTIFICATION

The below information is provided in support of my Department requesting approval for a negotiated or sole/single source (NSS form). (*Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.*)

1. Vendor Legal Business Name & Vendor: # **#18524 - National Auto Fleet Group**

Requisition No. (Please contact Purchasing if you require assistance): # 5777

2. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide to include: (Please check one or more of the options below)

- ☐ Unique: e.g. Feature(s) that make the item/service unique and why you need this uniqueness.
- ☐ Compatibility: e.g. Compatibility with or component of, an existing item; provide enough detail to demonstrate that compatibility is necessary.
- ☐ Territory: Provide a letter from the Manufacturer that its' supplier/reseller holds a service contract and must supply parts to accomplish a contract.
- ☐ Emergency order: No other supplier available at the time. (Must be declared by the City Manager/City Council).
- ☒ Urgent: City Manager approves waiving the formal competitive solicitation, over \$200,000
- ☐ Proprietary purchase: No other supplier available. Provide verified evidence that the purchasing is truly proprietary. I.E. letter from manufacturer that their product is proprietary and that no other product on the open market exists.
- ☒ Cooperative Agreement: Multi-State agreements for supplies and services available for use by State and local Government agencies. **Please state source/contract #** Sourcewell 120716-NAF exp 1/17/22

3. The basis upon which the price/cost was determined to be fair and reasonable. The price justification to include: (Please check one or more of the options below)

- ☐ Comparison to product catalog.
- ☐ Comparison to similar product/service.
- ☒ Published price lists.
- ☐ Prices quoted are less than or equal to, that quoted to other governmental agencies.
- ☐ Records of previously bid items that were similar.
- ☐ Proven industry standard.



**Purchasing Department
Purchasing Procedure**

**Negotiated Contract
Sole/Single (NSS Form)**

4. Please provide a written explanation of justification for this product/service below:

Purchase of eight Ford F-350 2022 chassis to be ordered using Sourcewell cooperative agreement. Closing date for model year orders is November 12, 2021, a.k.a. "fleet order cutoff date". If date is missed the project will be pushed back by one calendar year, which will not meet department operational needs to outfit current and expanded staff with response vehicles; this includes the second Battalion.

5. Identify all costs for this requested purchase:

Product/Service Description:	Fiscal Year: 22	Fiscal Year:	Fiscal Year:	Fiscal Year:
One-Time Costs (Describe):	419,673.90			
Ongoing Costs (Describe):				
Annual Total Costs: Add the total by year	419,673.90			

6. Period of Performance:

From:		To:		Or One-Time Purchase	x
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I HEREBY CERTIFY THAT:

- I am an approved department representative, and am aware of the City's requirements for competitive bidding, as well as, the criteria for justification for negotiated contract/sole/single source purchase.
- There is justification for a negotiated contract/sole/single source purchase noted above as it meets the City's criteria.

Department: Fire

Requestor Name (Print Name): Aaron Baker

Authorized Department Director or designee: Alex Hamilton

Please print

Sign name

Date:

Below to be processed by Purchasing:

☐ Approved or ☐ Denied

Notes:

Purchasing Buyer: /

Up to \$25,000

Please Print

Please Sign

Date:

Purchasing Manager: Daniel Willhite

DocuSigned by:
Daniel Willhite

11/4/2021 | 12:42 PM PDT

Up to \$100,000

Please Print

Please Sign

Date:

City Manager: Alexander Nguyen

Up to \$200,000

Please Print

Please Sign

Date:

*Over \$200,000.01 will be approved by Purchasing Agent after Council approval.

Tentative Council Date: 12-7-21

Tracking number assigned by the Purchasing Department only.

Tracking#	21-122	Not to Exceed Amount:	\$419,673.90	FY:	21-22
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National Auto Fleet

Cars, Trucks, Vans, SUVs, & Other Vehicles

#120716-NAF

Maturity Date: 01/17/2022

Contract Documents



Contract Documents

Vehicles, Cars, Vans, SUVs, and Light Trucks with Related Equipment, Accessories, and Services

Contract #120716-NAF

Effective 01/17/2017 - 01/17/2022

Contract Documentation

-  **Request for Proposal (RFP)** (552.44 KB)
-  **Contract Forms** (2.53 MB)
-  **Contract Acceptance & Award** (292.26 KB)
-  **Contract Extension** (85.76 KB)

Competitive Solicitation Documentation

- Affidavit of Advertisement (2.33 MB)
- Proposal Opening Witness Page (676.7 KB)
- Proposal Evaluation (284.59 KB)
- Evaluation Committee Comment & Review (435.06 KB)
- Board Minutes (78.79 KB)

Become a Member

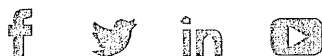
Simply complete the online application or contact the Client Development team at service@sourcewell-mn.gov or 877-585-9706.

Search Vendors & Contracts

General Contracts

ezlQC Contracts

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[Sourcewell for Vendors →](#)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

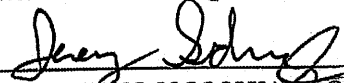
NJPA Contract #: 120716-NAF

Proposer's full legal name: 72 Hour LLC, dba National Auto Fleet Group

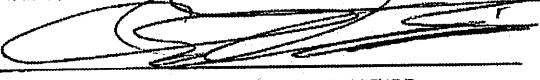
Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be January 17, 2017 and will expire on January 17, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:


NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)


NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on January 16, 2017

NJPA Contract # 120716-NAF

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name 72 Hour LLC, National Auto Fleet Group

Authorized Signatory's Title Fleet Manager


VENDOR AUTHORIZED SIGNATURE

JESSE COOLEY
(NAME PRINTED OR TYPED)

Executed on 1-16, 2017

NJPA Contract # 120716-NAF



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. I.4

DATE: January 4, 2022

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Budget Appropriation for the Pilaster Jacket Repairs at Mandalay Bay Seawalls Project PW 17-16.

RECOMMENDATION

That the City Council approve and authorize:

1. A budget appropriation transfer in the amount of \$145,000 from the General Fund 101 contingency to the General Fund Capital Outlay Fund 301 for the Pilaster Jacket Repairs at Mandalay Bay Seawalls Project PW 17-16 (Project No. 191601); and
2. An increase of \$145,000 in Project contingency from \$63,400 to \$208,400 for use in this Project.
(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program.)

BACKGROUND

The Pilaster Jacket Repairs at Mandalay Bay Seawalls consisted of the repair of 77 deteriorating pilaster jackets within the Mandalay Bay community. On February 18, 2020 the lowest responsive bidder, Harbour Constructors Co. (Harbour Constructors), was awarded the project in the amount of \$634,000. An additional \$63,400 (10% of the construction contract value) was also approved for project contingency at that time. Construction of the Pilaster Jacket Repairs began in March 2020 and was completed in January 2021.

DISCUSSION

During construction, several unforeseen field conditions lead to project delays and contractor requests for change orders. The unforeseen or unanticipated conditions included the need for additional dive work, delays outside the control of the City or contractor, and repairs due to extensive deterioration at several pilaster jacket locations. Due to the urgency of the necessary repairs, Harbour Constructors finished construction on the pilaster jacket repairs under the provisions allowed in the City's specifications and/or Green Book..

Harbour Constructors original request for the additional work and delays exceeded \$280,000. However, after extensive research, analysis, and negotiations between Harbour Constructors and City staff, it was determined that an additional \$145,000 is still owed for the work completed by the Contractor as a result of the unforeseen conditions encountered during construction and project delays.

To cover the amount still owed to Harbour Constructors, staff is recommending a budget appropriation of \$145,000 resulting in a total Project budget of \$905,800.

Pilaster Jacket Repairs at Mandalay Bay Seawalls Project

	Original Project Allocations	Proposed Additional Allocations	New Project Allocations
Construction	\$634,000.00	\$0	\$634,000.00
Project Contingency	\$63,400.00	\$145,000.00	\$208,400.00
Project Allocations	\$63,400.00	\$0	\$63,400.00
TOTAL	\$760,800.00	\$145,000.00	\$905,800.00

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

The current amount of budget appropriations in this Project is \$760,800. The cost to close out the project and address the additional work requires an additional appropriation of \$145,000 as noted in the discussion section above. A project budget transfer from the General Fund contingency to the Pilaster Jacket Repairs at Mandalay Bay Seawalls Project (191601) in the General Fund Capital Outlay Fund (301) is recommended to close out the Project. After the budget transfer, the new total budget for this phase of the Project will be \$905,800.

COMMITTEE OUTCOME

This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. Budget Appropriation
2. February 18, 2020 City Council Staff Report
3. Harbour Constructors Agreement A-8206

REQUEST FOR BUDGET APPROPRIATION**Department:** Public Works/Engineering**Date:** January 4, 2022**Project/Program****Manager:** Nik BoasMB TA**Phone:** (805)385-7999**Reason for Appropriation:**

Re-appropriation in the total amount of \$145,000 from General Fund Non-Department contingency to the Mandalay Bay Seawall Repair Project 191601 / Capital Outlay Fund 301, which would cover the remaining cost needed to pay Harbour Contractors as a result of the unforeseen conditions encountered during construction.

Accounts and Descriptions**AMOUNT****Fund: GENERAL FUND (101)****Expenditures/Transfers Out****NONDEPARTMENTAL (1001 & 1002)**

101-1001-801.88-02 FOR CONTINGENCIES (145,000)

101-1002-808.87-12 TSFR TO CAPITAL OUTLAY FD 145,000

Sub-total Expenditures 0

Net Change to Fund Balance 0**Fund: CAPITAL OUTLAY FUND (301)****Revenues/Transfers In****MANDALAY BAY SEAWALL REPAIRS (PROJECT 191601)**

301-1600-711.79.01 TRANSFERS FR. GENERAL FUND 145,000

Sub-total Revenues 145,000

Expenditures/Transfers Out**MANDALAY BAY SEAWALL REPAIRS (PROJECT 191601)**

301-1600-826.86-04 IMPROVEMENTS NOT BLDG - NEW 145,000

Sub-total Expenditures 145,000

Net Change to Fund Balance 0**Net Appropriation Change 145,000****Approvals**

Department Director _____

Chief Financial Officer _____

City Manager _____

BA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Revised : 2/23/2012

REQUIRES CITY COUNCIL AUTHORIZATION



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.4.

DATE: February 18, 2020

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Award Contract to Harbour Constructors for Pilaster Jacket Repairs at Mandalay Bay Seawalls Project PW 17-16.

RECOMMENDATION

That the City Council:

1. Award and authorize the Mayor to execute Agreement A-8206 in the amount of \$634,000 to Harbour Constructors Co. for the Pilaster Jacket Repairs at Mandalay Bay Seawalls Project PW 17-16;
2. Approve \$63,400 for Project contingency for the Pilaster Jacket Repairs at Mandalay Bay Seawalls Project;
3. Approve \$63,400 for engineering, inspection, survey and project management for the Pilaster Jacket Repairs at Mandalay Bay Seawalls Project, and
4. Approve budget appropriation in the amount of \$625,728 from the Waterways Assessment District Fund 121 for completion of the project.

BACKGROUND

The project consists of furnishing all necessary labor, materials, equipment, work signs, cones, and traffic control equipment and other incidental and appurtenant work to repair the deteriorating concrete seawalls built in the 1970s at Mandalay Bay.

The need for repairs is due to a combination of overloading damage and deterioration caused by age and the marine environment. In sections of the existing wall, concrete panels and pilasters have overstressed cracks due to soil loads reaching the wall's carrying capacity. Additionally, there is significant corrosion spalling of the corners of the pilasters and several panels have corroded rebar.

The locations of the project are shown on the attached map. The work is tentatively scheduled to begin in March 2020 and be completed by May 2020. Staff will work closely with the neighborhood council, businesses, and any other affected entities to keep them informed of the schedule. Additionally, door hanger notices will be placed at all of the residences in the project area and signs will be posted along the work route.

CIP Reference: Project No. **191601** - Mandalay Bay Seawalls - CIP 2019-2024 - Adopted April 2, 2019 - Page 79.

DISCUSSION

The notice inviting formal bids (NIFB) on the project was published on October 17, 2019, with bids due on January 7, 2020. The City received the bids listed below:

Harbour Constructors Co.: \$ 634,000.00

Global Diving & Salvage, Inc.: \$ 697,795.90

Harbor Offshore, Inc.: \$1,126,689.00

Zusser Company, Inc.: \$1,654,540.00

The lowest bidder is Harbour Constructors Co. and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from Harbour Constructors Co. and its subcontractors. Staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Staff has no reason at this time to believe that either the contractor or its subcontractor is not legally responsible, which means trustworthy and fit and capable to satisfactorily complete the project. Thus, staff recommends that the City Council award the contract for this project to Harbour Constructors Co.

The contract is to include the base items as well as additive items 1 through 3 which total \$634,000. Additionally, \$63,400 is required for construction contingency (10% of the contract value) and \$63,400 for the cost for engineering support services and City staff time (10% of the contract value) to perform engineering, inspection, survey and project management (EISPM) services specific to this project during construction. The total estimated cost for this Project is \$760,800 (base bid + additive items + contingency + EISPM).

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

Objective 4a. Implement CIP plans.

FINANCIAL IMPACT

The total cost for this project shall not exceed \$760,800 and will require a budget appropriation in the amount of \$625,728 from the Waterways Assessment District Fund (121). The current estimated unassigned fund balance in this fund is \$625,728. After approval of this budget appropriation, the projected ending unassigned fund balance at the end of this fiscal year is \$0.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. A-8206 Harbour Constructors
2. Budget Appropriation
3. Mandalay Pilaster Jackets Map
4. Photos of Existing Conditions (Seawall)
5. Bid Tabulation PW 17-16 Pilaster Jacket Repairs
6. Special Districts Legend
7. Special Districts Map

CONTRACT

CITY OF OXNARD CONTRACT FOR PILASTER JACKET REPAIRS AT MANDALAY BAY SEAWALLS PROJECT SPECIFICATION NO. PW 17-16

THIS CONTRACT ("Contract") is made and entered this 18th day of February, 2020 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and HARBOUR CONSTRUCTORS CO. ("Contractor"). Contractor's license number is 907269.

In consideration of the covenants set forth herein, the parties hereto agree as follows:

1. Incorporation. The Contract consists of all Contract Documents, which shall include the Notice Inviting Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, Standard Plans, Greenbook, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), insurance documentation, Bonds, the City business license, permits from regulatory agencies, Addenda, Change Orders and Supplemental Agreements. These documents are incorporated herein by reference.

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Pilaster Jacket Repairs at Mandalay Bay Seawalls Project SPECIFICATION NO. PW 17-16 ("Project"), as described in this Contract and in the incorporated Contract Documents.

3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of six hundred thirty four thousand dollars (\$634,000.00) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "B" and incorporated herein by this reference.

4. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

5. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply. Copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.

6. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every

employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.”

7. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

8. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

9. Entire Agreement. This Contract, including all incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project, and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.

10. Amendment. No Contract modification, amendment or supplement to this Contract other than Change Orders will be binding unless written and signed by the parties' duly authorized representatives.

11. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the first written above.

CITY OF OXNARD

CONTRACTOR

Tim Flynn 2/18/20
☒ Tim Flynn, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ [name] , Buyer

Greg Buchanan, CEO² Date

Curtis Buchanan, CFO Date

ATTEST:

Michelle Ascencion 2/19/20
 Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

Stephen M. Fischer 1-21-2020
 Stephen M. Fischer, City Attorney (always required) Date

¹ The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the first written above.

CITY OF OXNARD

☒ Tim Flynn, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ [name] , Buyer

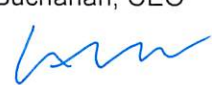
ATTEST:

 Michelle Ascencion, City Clerk (only if Mayor signs) _____ Date _____

APPROVED AS TO FORM:

 Stephen M. Fischer, City Attorney (always required) _____ Date _____

CONTRACTOR

 _____ 25 FEB 20
 Greg Buchanan, CEO² _____ Date _____
 _____ 25 FEB 2020
 Curtis Buchanan, CFO _____ Date _____

¹ The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

Exhibit INS-S

INSURANCE REQUIREMENTS FOR UNDERWATER DIVING/CONSTRUCTION CONTRACTS

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.

Commercial General Liability Insurance, including Contractual Liability which includes underwater activities in an amount not less than \$2,000,000 and/or protection & indemnity coverage at \$2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

Evidence of Business Automobile Liability and Watercraft Liability Insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile or watercraft liability with coverage equivalent to Insurance Services Office Automobile or Watercraft Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

Workers' Compensation Insurance shall be the State of California or United States Longshore and Harbor Workers (USL&H) [dock] or Jones Act Coverage as Appropriate (water). Limits of liability for State of California and USL&H shall be statutory with Employers Liability Insurance in an amount not less than \$1,000,000 per claimant and \$2,000,000 for Jones Act.

1 Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-S. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager **before** work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

4. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City

Agreement No.: A-8206

Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

1/20

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-S.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE

DATE

(MM/DD/YY)

PRODUCER

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

CODESUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER ASPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ ANY AUTO ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract, Course of Construction Insurance				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant Course of Construction— Completed Value of Project

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

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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

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

PRODUCER

Telephone: _____

NAMED INSURED

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

LOSS ADJUSTMENT EXPENSE ☐ Included in Limits☐ In Addition to Limits☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____
with an Aggregate of \$ _____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which) _____**APPLICABILITY.**This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE**GENERAL LIABILITY**☐ COMMERCIAL GENERAL LIABILITY☐ COMPREHENSIVE GENERAL LIABILITY☐ OWNERS & CONTRACTORS PROTECTIVE☐ Claims Made

Retroactive Date _____

☐ Occurrence**OTHER PROVISIONS****COVERAGES****LIABILITY LIMITS IN THOUSANDS \$**

EACH OCCURRENCE

AGGREGATE

☐ GENERAL☐ PRODUCTS/COMPLETED OPERATIONS☐ PERSONAL & ADVERTISING INJURY☐ FIRE DAMAGE☐ _____☐ _____

Underwriter's representative for claims pursuant to this insurance.

CLAIMS:

Name: _____

Address: _____

Telephone: (_____) _____

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG 0001; or
 - b. If excess, affords coverage which is at least as broad as the primary insurance form CG 0001.

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

ENDORSEMENT HOLDER**CITY OF OXNARD**

Attn: Insurance Compliance

Reference No. _____

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE☐ Broker/Agent☐ Underwriter☐ _____

I, _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____

(original signature required)

Telephone: (_____) _____

Date Signed _____

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to _____

 ("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as PILASTER JACKET REPAIRS AT MANDALAY BAY SEAWALLS PROJECT SPECIFICATION NO. PW 17-16.

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Payment Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of _____
 ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and
 our heirs, assignees, successors, executors and administrators are held and firmly bound,
 jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material
 suppliers, and other persons employed in the performance of the Contract and referred to in
 Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum
 of _____ Dollars (\$ _____), this
 amount being not less than a hundred percent (100%) of the total Contract Price in lawful
 money of the United States of America, for materials furnished or labor thereon of any kind, or
 for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that
 the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and
 also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs
 and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in
 successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as
 costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to

Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

Notes: *This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.*

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____

_____, ("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as PILASTER JACKET REPAIRS AT MANDALAY BAY SEAWALLS PROJECT SPECIFICATION NO. PW 17-16.

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____
 ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are
 held and firmly bound unto the Agency in the penal sum of _____

Dollars (\$ _____), this amount being not less than a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void one (1) year from the date of recordation of the Notice of Completion for the Project; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the

Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

Notes: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

EXHIBIT B

CITY OF OXNARD

BID SHEETS FOR PILASTER JACKET REPAIRS AT MANDALAY BAY SEAWALLS PROJECT SPECIFICATION NO. PW 17-16

Bidder's Name: HARBOR CONSTRUCTORS CO

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Project Manager at the following prices:

BASE AMOUNT:

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (+/- \$)	EXTENDED AMOUNT
1.	Mobilization and demobilization (5% maximum of Total Bid Price)	1001-4	LS	LUMP SUM	\$9000-	\$9000-
2.	Traffic Control And Public Convenience And Safety	1505-4	LS	LUMP SUM	\$3000-	\$3000-
3.	Storm Water Pollution Prevention Plan	1800-3	LS	LUMP SUM	\$3500-	\$3500-
4.	Concrete Seawall Rehabilitation (Per Jacket)	1901-5	EA	20	\$7400-	\$148000-
5.	Miscellaneous Work and Existing Facilities	1192-4	LS	LUMP SUM	\$25000	\$25000
6.	Repair Spalled Surface Area	1905-4	SF	ALLOWANCE	\$1500	\$1500-
TOTAL BASE AMOUNT:						\$190000-

REVISED B 3a

ADDITIVE ITEM 1:

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (+/- \$)	EXTENDED AMOUNT
	OPTION 1					
7.	Mobilization and demobilization (5% maximum of Total Bid Price)	1001-4	LS	LUMP SUM	\$ 3000 ⁻	\$ 3000 ⁻
8.	Traffic Control And Public Convenience And Safety	1505-4	LS	LUMP SUM	\$ 2000 ⁻	\$ 2000 ⁻
9.	Storm Water Pollution Prevention Plan	1800-3	LS	LUMP SUM	\$ 400 ⁻	\$ 400 ⁻
10.	Concrete Seawall Rehabilitation (Per Jacket)	1901-5	EA	14	\$ 7400 ⁻	\$ 103600 ⁻
11.	Miscellaneous Work and Existing Facilities	1192-4	LS	LUMP SUM	\$ 10,000 ⁻	\$ 10,000 ⁻
TOTAL ADDITIVE ITEM 1 AMOUNT:						\$ 119000 ⁻

ADDITIVE ITEM 2:

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (+/- \$)	EXTENDED AMOUNT
	OPTION 2					
12.	Mobilization and demobilization (5% maximum of Total Bid Price)	1001-4	LS	LUMP SUM	\$ 1,000 ⁻	\$ 1,000 ⁻

REVISED B 3b

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (+/- \$)	EXTENDED AMOUNT
	OPTION 2					
13.	Traffic Control And Public Convenience And Safety	1505-4	LS	LUMP SUM	\$ 1,500 ⁻	\$ 1,500 ⁻
14.	Storm Water Pollution Prevention Plan	1800-3	LS	LUMP SUM	\$ 500 ⁻	\$ 500 ⁻
15.	Concrete Seawall Rehabilitation (Per Jacket)	1901-5	EA	15	\$ 7,400 ⁻	\$ 111,000 ⁻
16.	Miscellaneous Work and Existing Facilities	1192-4	LS	LUMPSUM	\$ 10,000 ⁻	\$ 10,000 ⁻
TOTAL ADDITIVE ITEM 2 AMOUNT:						\$ 124,000 ⁻

ADDITIVE ITEM 3:

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (+/- \$)	EXTENDED AMOUNT
	OPTION 3					
17.	Mobilization and demobilization (5% maximum of Total Bid Price)	1001-4	LS	LUMP SUM	\$ 1,000 ⁻	\$ 1,000 ⁻
18.	Traffic Control And Public Convenience And Safety	1505-4	LS	LUMP SUM	\$ 2,000 ⁻	\$ 2,000 ⁻
19.	Storm Water Pollution Prevention Plan	1800-3	LS	LUMP SUM	\$ 400 ⁻	\$ 400 ⁻

REVISED B 3c

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (+/- \$)	EXTENDED AMOUNT
	OPTION 3					
20.	Concrete Seawall Rehabilitation (Per Jacket)	1901-5	EA	24	\$ 7400 ⁻	\$ 177600 ⁻
21.	Miscellaneous Work and Existing Facilities	1192-4	LS	LUMP SUM	\$ 20000 ⁻	\$ 20000
TOTAL ADDITIVE ITEM 3 AMOUNT:						\$ 201000

Note: Several items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 7-3.5.1. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. The cost of all labor, materials, export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE = BASE AMOUNT + ALL ADDITIVE ITEMS

TOTAL BID PRICE IN DIGITS: \$ 634,000⁻

TOTAL BID PRICE IN WORDS: SIX HUNDRED THIRTY FOUR THOUSAND DOLLARS

Contractor must complete all Work within ninety (90) Working Days of the City's Notice to Proceed.

Bidder acknowledges receipt of all addenda

Addendum: Date Received:
 #01 4 Nov 19
 #02 8 Nov 19
 #05 10 Dec 19

Addendum: Date Received:
 #03 27 Nov 19
 #04 5 Dec 19

Bidder's Name (Company): HARBOR CONSTRUCTORS CO

Signature: 

Title: PRES

Print: GREG BUCHANAN

Date: 6 JAN 2020

REVISED B 3d

Executed in Two Counterparts
Bond No. ES00003933
Premium: \$12,010.00
Premium is for Contract Term and is subject to
adjustment based on final contract price

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____
Harbour Constructors, Co.
17892 Jamestown Lane, Huntington Beach, CA 92647 _____ ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as PILASTER JACKET REPAIRS AT
MANDALAY BAY SEAWALLS PROJECT SPECIFICATION NO. PW 17-16.

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the
faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____
Everest Reinsurance Company
1340 Treat Blvd, Ste. 450, Pacific Plaza, Walnut Creek, CA 94597 _____
(Name and address of Surety)

a corporation organized and existing under the laws of the State of Delaware
("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are
held and firmly bound unto the Agency in the penal sum of Six Hundred Thirty Four Thousand & 00/100
Dollars (\$ 634,000.00), this
amount being not less than a hundred percent (100%) of the total Contract Price in lawful
money of the United States of America, for the payment of which sum well and truly to be made,
we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his,
her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and
abide by, and well and truly keep and perform the covenants, conditions and provisions in the
Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept
and performed at the time and in the manner therein specified, and in all respects according to
their true intent and meaning, and shall indemnify and save harmless the Agency, its officers,
agents and employees, as therein stipulated, then this obligation shall become null and void one
(1) year from the date of recordation of the Notice of Completion for the Project; otherwise, it
shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor,
there shall be included costs and reasonable expenses and fees, including reasonable
attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as
costs and included in any judgment rendered. Surety hereby waives any statutes of limitation,
statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or
addition to the terms of the Contract, including all incorporated documents, or of the Work to be
performed thereunder or the Specifications accompanying the same shall in any way affect the
Surety's obligations under this Bond. The Surety hereby waives notice of any such change,
extension of time, alteration or addition to the terms of the Contract or to the Work or to the

Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: February 21, 2020

"Principal"

Harbour Constructors, Co.

By: 

Its: Greg Buchanan, President

By: _____

Its: _____

"Surety"

Everest Reinsurance Company

By: 

Its: Rebecca Haas-Bates, Attorney-in-Fact

By: _____

Its: _____

(Seal)

(Seal)

Notes: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On February 25, 2020 before me, Tina M. Stuart, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Greg Buchanan
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 Tina M. Stuart

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Performance Bond No. ES00003933

Document Date: February 21, 2020 Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Greg Buchanan

☒ Corporate Officer – Title(s): President

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Harbour Constructors Co.

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

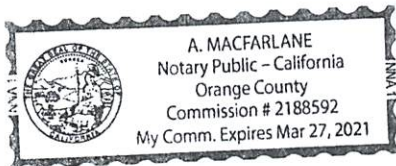
State of California)

County of Orange)On 02/21/2020 before me, A. MacFarlane, Notary Public
*Date Here Insert Name and Title of the Officer*personally appeared Rebecca Haas-Bates
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 [Signature]
*Signature of Notary Public**Place Notary Seal Above***OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: Performance Bond No. ES00003933 Document Date: 02/21/2020Number of Pages: Two (2) Signer(s) Other Than Named Above: _____**Capacity(ies) Claimed by Signer(s)**Signer's Name: Rebecca Haas-Bates☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☒ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Everest Reinsurance Company

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____



EVEREST.

**POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY
DELAWARE**

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 477 Martinsville Road, Liberty Corner, New Jersey 07938, do hereby nominate, constitute, and appoint:

William Syrkin, Rebecca Haas-Bates, Megan Hilke, Richard Adair, Sergio Bechara

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

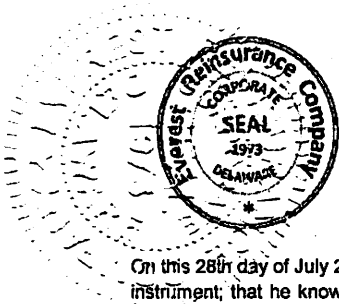
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on the 28th day of July 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 28th day of July 2016.



Nicole Chase

Attest: Nicole Chase, Assistant Secretary

Everest Reinsurance Company

Anthony Romano

By: Anthony Romano, Vice President

On this 28th day of July 2016, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

**LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2023**

Linda Robins

Linda Robins, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the Liberty Corner, this 21st day of February 2020.

Nº 6296

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

Everest Reinsurance Company

of Wilmington, Delaware, organized under the
laws of Delaware, subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within this State,
subject to all provisions of this Certificate, the following classes of insurance: Fire, Marine,
Surety, Disability, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Credit,
Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous
as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements
made under authority of the laws of the State of California as long as such laws or requirements are
in effect and applicable, and as such laws and requirements now are, or may hereafter be changed
or amended.

IN WITNESS WHEREOF, effective as of the 10th day
of April, 19 96, I have hereunto set
my hand and caused my official seal to be affixed this 10th
day of April, 19 96.



By

Chuck Quackenbush
Insurance Commissioner
Victoria S. Sidbury
Deputy

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

Form CB-3

92 93441

Executed in Two Counterparts
Bond No. ES00003933
Premium: Included in Performance Bond

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to _____
Harbour Constructors, Co.
17892 Jamestown Lane, Huntington Beach, CA 92647 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as PILASTER JACKET REPAIRS AT MANDALAY BAY SEAWALLS PROJECT SPECIFICATION NO. PW 17-16.

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Payment Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____
Everest Reinsurance Company
1340 Treat Blvd, Ste. 450, Pacific Plaza, Walnut Creek, CA 94597
(Name and address of Surety)

a corporation organized and existing under the laws of the State of Delaware
("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of Six Hundred Thirty Four Thousand & 00/100----- Dollars (\$ 634,000.00), this amount being not less than a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to

Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: February 21, 2020

"Principal"

Harbour Constructors, Co.

By: 

Its: Greg Buchanan, President

By: _____

Its: _____

"Surety"

Everest Reinsurance Company

By: 

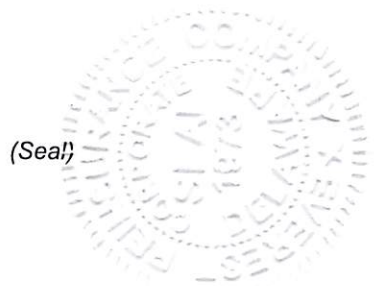
Its: Rebecca Haas-Bates, Attorney-in-Fact

By: _____

Its: _____



(Seal)



(Seal)

Notes: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange }

On February 25, 2020 before me, Tina M. Stuart, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Greg Buchanan
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 Tina M. Stuart
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Payment Bond No. ES00003933

Document Date: February 21, 2020 Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Greg Buchanan
☒ Corporate Officer – Title(s): President
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: Harbour Constructors Co.

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

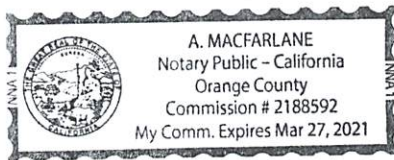
State of California)

County of Orange)On 02/21/2020 before me, A. MacFarlane, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Rebecca Haas-Bates
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 [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: Payment Bond No. ES00003933 Document Date: 02/21/2020Number of Pages: Two (2) Signer(s) Other Than Named Above: _____**Capacity(ies) Claimed by Signer(s)**Signer's Name: Rebecca Haas-Bates☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☒ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Everest Reinsurance Company

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

EVEREST.

POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY
DELAWARE

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 477 Martinsville Road, Liberty Corner, New Jersey 07938, do hereby nominate, constitute, and appoint:

William Syrkin, Rebecca Haas-Bates, Megan Hilke, Richard Adair, Sergio Bechara

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

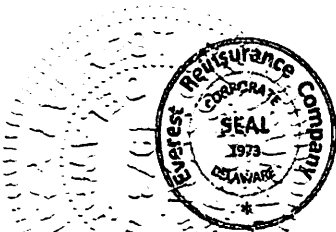
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on the 28th day of July 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 28th day of July 2016.



Everest Reinsurance Company

Nicole Chase

Attest: Nicole Chase, Assistant Secretary

Anthony Romano

By: Anthony Romano, Vice President

On this 28th day of July 2016, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2023

Linda Robins

Linda Robins, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the Liberty Corner, this 21st day of February 2020.

Nº 6296

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

Everest Reinsurance Company

of Wilmington, Delaware, organized under the laws of Delaware, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance: Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 10th day of April, 19 96, I have hereunto set my hand and caused my official seal to be affixed this 10th day of April, 19 96.



By

Chuck Quackenbush
Insurance Commissioner
Victoria S. Sidbury
Deputy

NOY
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

FORM CB-3

82 93441



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. I.5

DATE: January 4, 2022
TO: City Council
FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org
SUBJECT: 2021 HOME American Rescue Plan Funding.

RECOMMENDATION

That City Council approve the following actions:

1. Authorize the City Manager to accept funds through the HOME American Rescue Plan provided by the Department of Housing and Urban Development;
2. Authorize the City Manager to execute the HOME ARP Grant Agreement by and between the City of Oxnard and the Department of Housing and Urban Development for the use of \$2,772,021; and
3. Direct staff to return to the City Council with a 2021-2022 Annual Action Plan amendment that includes proposed activities and a Funding Allocation Plan for the HOME ARP program once the compliance documentation has been completed.

BACKGROUND

The HOME ARP is a new funding source from the Federal government for local and state governments to address homeless needs. Congress appropriated \$5 billion dollars for the program, nationwide, with the City receiving \$2,772,021.

The funds must specifically target homelessness and provide services to the following qualifying populations as defined by McKinney-Vento Homeless Assistance Act: 1) Homeless as defined in the Code of Federal Regulations (CFR) Title 24 CFR 91.5; 2) Those At-Risk of Homelessness, as defined in the CFR, Title 24 CFR 91.5; 3) Those Fleeing or Attempting to Flee Domestic Violence, Dating Violence, or Sexual Assault, Stalking or Human Trafficking, as defined by HUD; and, 4) Other Populations where providing supportive services or assistance would prevent homelessness or those with the greatest risk of housing instability. Additionally, Veterans that include a family member are eligible to receive services under this program as long as they meet one of the four qualifying populations criteria previously mentioned.

The HOME ARP program allows the City up to fifteen percent for administrative and planning activities throughout the total period the funds are available (through September 2030). Five percent of the fifteen percent administrative funds can be used immediately to create a HOME ARP allocation plan and amendment to the 2021-2022 Annual Action Plan. Once the allocation plan is complete and submitted to HUD, the City will be able to access the remaining ninety-five percent of the grant and execute the program.

Examples of uses of the funds include: non-congregate shelters; the construction, acquisition and rehabilitation of rental housing for purposes such as permanent supportive housing; non-profit operating and capacity-building assistance to non-profits and homeless providers; support services such as homeless prevention programs; housing counseling; and tenant-based rental assistance.

DISCUSSION

On December 15, 2021, the Housing Department had the first Administrative Public Hearing for the Annual Action Plan. This citizen engagement process, prompts discussions with residents and stakeholders on activities that CDBG, HOME, ESG, CARES Act, and HOME ARP programs should consider, given what the programs can offer, and where the need and priorities are for the up-and-coming fiscal year. A second public hearing is tentatively scheduled for May 2022, which the intent to submit the Annual Action Plan to HUD by May 31, 2022. Once the plan is submitted the remaining 95% of the HOME ARP funding will become available for the selected programs.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy, which seeks to address homelessness in Oxnard.

FINANCIAL IMPACT

The funding received will increase financial resources for housing the homeless and supportive services. There is no funding match requirement, as there is in the regular HOME program, therefore no additional funding is required by the City's general fund. All ARP funding must be used by September 30, 2030.

COMMITTEE OUTCOME

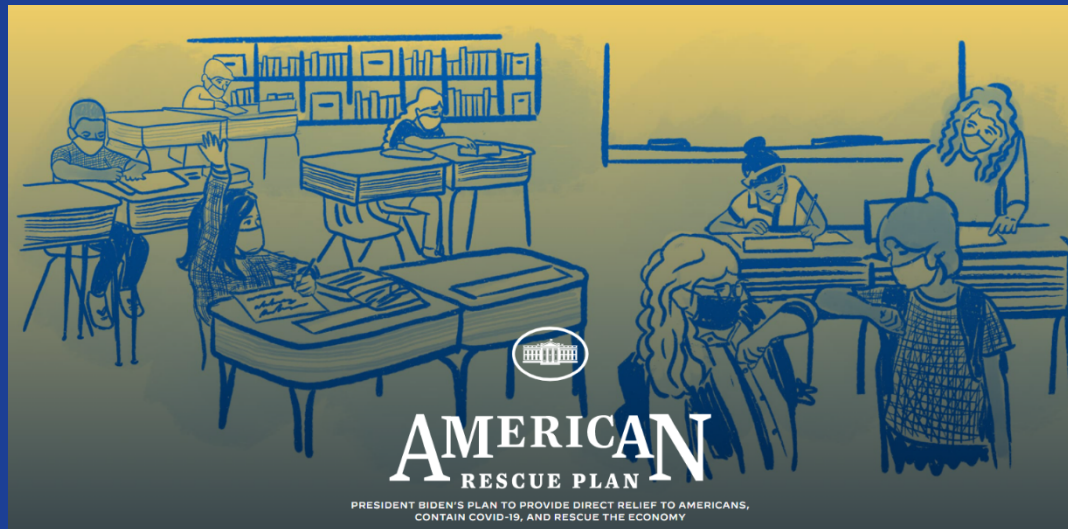
This item is routine in nature and therefore, this item did not originate in Committee.

Prepared by: Andrea Palmer, Grants Manager

ATTACHMENTS

1. ATTACHMENT 1 PRESENTATION.v2
2. HOME AMERICAN RESCUE PLAN AWARD LETTER
3. HOME ARP GRANT AGREEMENT

2021 HOME AMERICAN RESCUE PLAN FUNDS



Emilio Ramirez, Housing Director

Andrea Palmer, Grants Manager

City Council Meeting

January 4, 2022

1. 2021 American Rescue Plan Act HUD Program
2. Exclusively to address homelessness needs
3. Requires an allocation plan to access 100% of the funds
4. Requires an amendment to the 2021-2022 Annual Action Plan

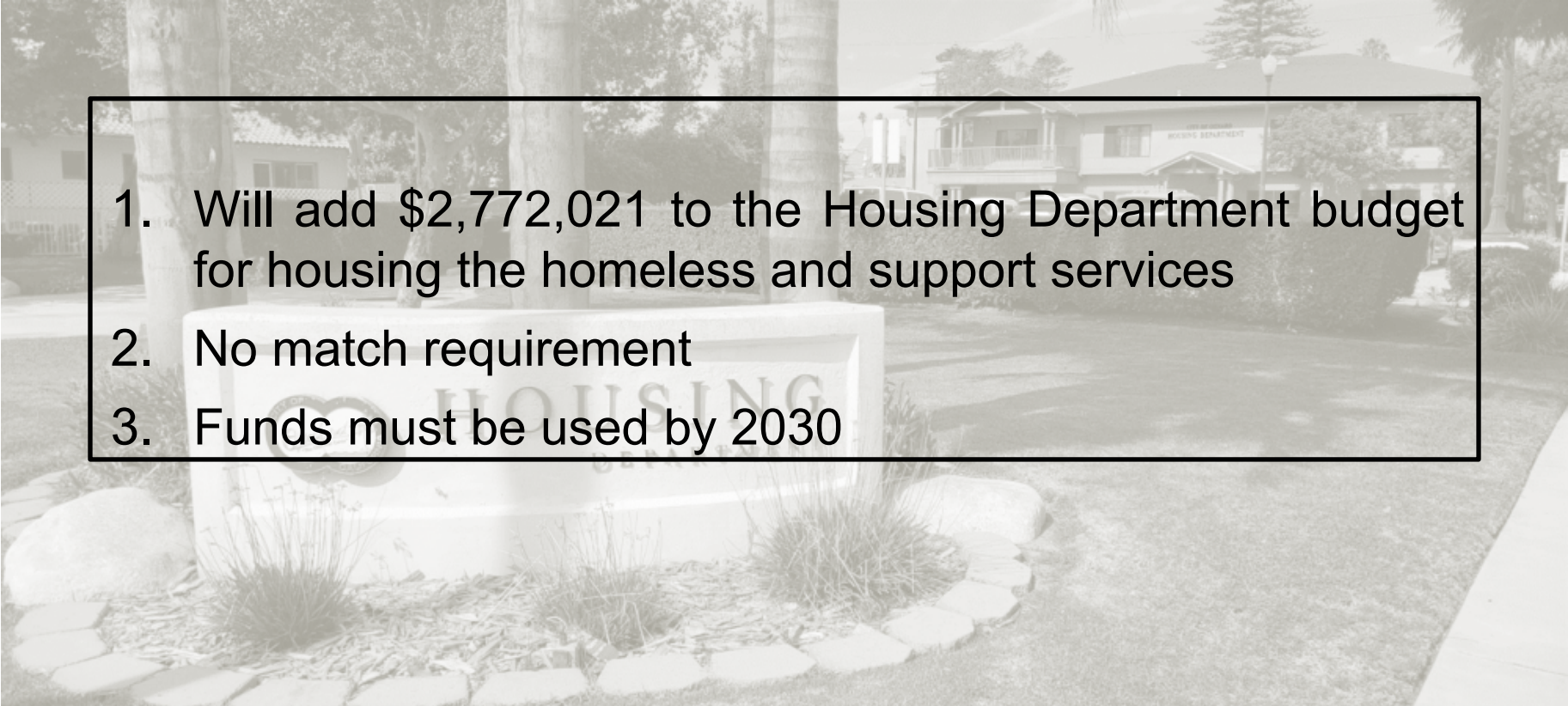




1. Development, acquisition and rehabilitation of rental housing
2. Funding non congregate sheltering
3. Operating expenses and capacity building for non profits
4. Support services
5. Tenant based rental assistance

1. Discussed the program to residents and stakeholders on December 15, 2021
2. Will return to council for a public hearing and Amended 2021-2022 Action Plan to include HOME-ARP activities



- 
- The background image is a grayscale photograph of a housing department building. In the foreground, there is a large, light-colored sign with the word "HOUSING" visible. The building in the background has a sign that reads "HOUSING DEPARTMENT".
1. Will add \$2,772,021 to the Housing Department budget for housing the homeless and support services
 2. No match requirement
 3. Funds must be used by 2030

That City Council approve the following actions:

1. Authorize the City Manager to accept funds through the HOME-American Rescue Plan provided by the Department of Housing and Urban Development;
2. Authorize the City Manager to execute the HOME ARP Grant Agreement by and between the City of Oxnard and the Department of Housing and Urban Development for the use of \$2,772, 021; and
3. Direct staff to return to the City Council with the 2021-2022 Annual Action Plan amendment that includes proposed activities and a Funding Allocation Plan for the HOME-American Rescue Plan program once the compliance documentation has been completed.



**U.S. Department of Housing and Urban Development
Office of Community Planning and Development**

Los Angeles Field Office, Region IX
300 N. Los Angeles Street, Suite 4054
Los Angeles, CA 90012

September 20, 2021

Alexander Nguyen, City Manager
City of Oxnard
300 W. Third Street
Oxnard, CA 93030

Dear Mr. Nguyen:

The American Rescue Plan Act of 2021 appropriated \$5 billion to provide housing, services, and shelter to individuals experiencing homelessness and other vulnerable populations, to be allocated by formula to jurisdictions that qualified for HOME Investment Partnerships Program allocations in Fiscal Year 2021. On September 13, 2021, the Department published a notice, titled: *Requirements for the Use of Funds in the HOME-American Rescue Plan Program* (the Notice), which you are encouraged to review to assist in developing your program. Enclosed is the Grant Agreement for the HOME Investment Partnerships – America Rescue Plan (HOME-ARP) program:

In accordance with the Notice, and the HOME ARP Grant Agreement, a Participating Jurisdiction (PJ), as of the Federal Award Date, may use up to five percent of its total award for administrative and planning costs. Once your HOME-ARP Allocation Plan is approved by HUD, the remaining award will be made available.

**HOME Investment Partnerships - American Rescue Plan
(HOME-ARP)**

\$2,772,021

Transmittal of this Grant Agreement does not constitute approval of the activities described in your HOME-ARP Allocation Plan. You are reminded that you, as the PJ, are responsible for ensuring that all grant funds are used in accordance with all program requirements. An executed Grant Agreement is a legally binding agreement between the Department of Housing and Urban Development and the City of Oxnard.

To establish a Line of Credit for the HOME-ARP award, it will be necessary for your agency to sign, execute and return one (1) copy of the Grant Agreement. If there is a need to add or remove individuals authorized to access the Integrated Disbursement Information System (IDIS), please submit an IDIS Online Access Request Form (HUD 27055). Also, please ensure the IDIS Online Access Request Form is notarized and returned to this office with your Grant Agreement. Additionally, if there is a need to establish or change the depository account where these funds are to be wired, a Direct Deposit Sign-Up form (SF-1199A) must be completed by your financial institution and returned to this office with a copy of a voided check.

You are reminded that certain activities are subject to the provisions of 24 CFR Part 58 (**Environmental Review Procedures**). Funds for such activities may not be obligated or expended

until HUD has approved the release of funds in writing. A request for release of funds (RROF) must be accompanied by an environmental certification, and until the RROF is approved and notification is received, no HUD funds should be committed. If the project or activity is exempt per 24 CFR 58.34 or categorically excluded (except in extraordinary circumstances), no RROF is required.

Please execute two (2) copies of the HOME-ARP Grant Agreement with electronic signatures. In response to COVID-19, HUD authorizes you to electronically execute the grant agreement with your electronic signature. Return one (1) of the agreements to this office to the attention of CPD General Correspondence Mailbox, at CPDLA@hud.gov Maintain a copy of the agreement with your original signature on site in your program files.

HUD congratulates the City of Oxnard on its grant award, and we look forward to assisting you in accomplishing your programs goals. If you have any questions or need further information of assistance, please contact Roy Mata, CPD Representative, at (213)534-2572 or roy.i.mata@hud.gov.

Sincerely,

A handwritten signature in blue ink, consisting of a stylized 'R' followed by a large loop and a horizontal line extending to the right.

Rufus Washington, Director,
Office of Community Planning and
Development

Enclosures

cc:

HOME ARP Grant Agreement

Title II of the Cranston-Gonzalez National Affordable Housing Act

Assistance Listings #14.239 – HOME Investment Partnerships Program

1. Grantee Name and Address Oxnard 300 West Third Street Suite 302 Oxnard, CA 93030		2. Grant Number (Federal Award Identification Number (FAIN)) M21-MP060526																
		3a. Tax Identification Number 956000756	3b. Unique Entity Identifier (formerly DUNS) 081790214															
		4. Appropriation Number 861/50205	5. Budget Period Start and End Date FY 2021 – 09/30/2030															
6. Previous Obligation (Enter "0" for initial FY allocation)			\$0															
a. Formula Funds		\$																
7. Current Transaction (+ or -)			\$2,772,021.00															
a. Administrative and Planning Funds Available on Federal Award Date		\$138,601.05																
b. Balance of Administrative and Planning Funds		\$277,202.10																
c. Balance of Formula Funds		\$2,356,217.85																
8. Revised Obligation			\$															
a. Formula Funds		\$																
9. Special Conditions (check applicable box) ☐ Not applicable ☐ Attached		10. Federal Award Date (HUD Official's Signature Date) 09/20/2021																
11. Indirect Cost Rate* <table style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Administering Agency/Dept.</th> <th style="text-align: left; border-bottom: 1px solid black;">Indirect Cost Rate</th> <th style="text-align: left; border-bottom: 1px solid black;">Direct Cost Base</th> </tr> <tr><td>—</td><td>—%</td><td></td></tr> <tr><td>—</td><td>—%</td><td></td></tr> <tr><td>—</td><td>—%</td><td></td></tr> <tr><td>—</td><td>—%</td><td></td></tr> </table>		Administering Agency/Dept.	Indirect Cost Rate	Direct Cost Base	—	—%		—	—%		—	—%		—	—%		12. Period of Performance Date in Box #10 - 09/30/2030 * If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.	
Administering Agency/Dept.	Indirect Cost Rate	Direct Cost Base																
—	—%																	
—	—%																	
—	—%																	
—	—%																	
The HOME-ARP Grant Agreement (the "Agreement") between the Department of Housing and Urban Development (HUD) and the Grantee is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.) and Section 3205 of the American Rescue Plan (P.L. 117-2) (ARP). HUD regulations at 24 CFR part 92 (as may be amended from time to time), the CPD Notice entitled "Requirements for the Use of Funds in the HOME-American Rescue Plan Program" (HOME-ARP Implementation Notice), the Grantee's HOME-ARP allocation plan (as of the date of HUD's approval), and this HOME-ARP Grant Agreement, form HUD-40093a, including any special conditions (in accordance with 2 CFR 200.208), constitute part of this Agreement. HUD's payment of funds under this Agreement is subject to the Grantee's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502 and the HOME-ARP Implementation Notice. To the extent authorized by HUD regulations at 24 CFR part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Grantee without the Grantee's execution of the amendment or other consent. The Grantee agrees that funds invested in HOME-ARP activities under the HOME-ARP Implementation Notice are repayable in accordance with the requirements of the HOME-ARP Implementation Notice. The Grantee agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58, as well as the HOME-ARP Implementation Notice. The Grantee must comply with the applicable requirements at 2 CFR part 200, as amended, that are incorporated by the program regulations and the HOME-ARP Implementation Notice, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the program regulations or HOME-ARP Implementation Notice, activities carried out under the grant after the effective date of the 2 CFR part 200 amendments will be governed by the 2 CFR part 200 requirements, as replaced or renumbered by the part 200 amendments. The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix I to 2 CFR part 200, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170. Funds remaining in the grantee's Treasury account after the end of the budget period will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552, the Grantee shall not incur any obligations to be paid with such assistance after the end of the Budget Period.																		
13. For the U.S. Department of HUD (Name and Title of Authorized Official) Rufus Washington, CPD Director		14. Signature 	15. Date 09/20/2021															
16. For the Grantee (Name and Title of Authorized Official)		17. Signature 	18. Date / /															
19. Check one: ☒ Initial Agreement ☐ Amendment #																		
20. Funding Information: <table style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left; border-bottom: 1px solid black;">HOME ARP Source of Funds</th> <th style="text-align: left; border-bottom: 1px solid black;">Appropriation Code</th> <th style="text-align: left; border-bottom: 1px solid black;">PAS Code</th> <th style="text-align: left; border-bottom: 1px solid black;">Amount</th> </tr> <tr> <td>2021</td> <td>861/50205</td> <td>HMX</td> <td>\$2,772,021.00</td> </tr> </table>				HOME ARP Source of Funds	Appropriation Code	PAS Code	Amount	2021	861/50205	HMX	\$2,772,021.00							
HOME ARP Source of Funds	Appropriation Code	PAS Code	Amount															
2021	861/50205	HMX	\$2,772,021.00															

21. Additional Requirements: These additional requirements are attached and incorporated into this Agreement. The Grantee agrees to these additional requirements on the use of the funds in 7., as may be amended from time to time by the Secretary.

- a) As of the Federal Award Date, the Grantee may use up to the amount identified in 7.a. of this Agreement for eligible administrative and planning costs in accordance with the HOME-ARP Implementation Notice.
- b) Until the date of HUD's acceptance of the Grantee's HOME-ARP allocation plan, the Grantee agrees that it will not obligate or expend any funds for non-administrative and planning costs, in accordance with the HOME-ARP Implementation Notice.
- c) In accordance with the HOME-ARP Implementation Notice, as of the date of acceptance by HUD of the Grantee's HOME-ARP allocation plan, HUD shall make the amount identified in line 7. of this Agreement available to the Grantee.
- d) If the Grantee does not submit a HOME-ARP allocation plan or if the Grantee's HOME-ARP allocation plan is not accepted within a reasonable period of time, as determined by HUD, the Grantee agrees that all costs incurred and HOME-ARP funds expended by the Grantee will be ineligible costs and will be repaid with non-Federal funds.

22. Special Conditions



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. I.6

DATE: January 4, 2022
TO: City Council
FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org
SUBJECT: Calleguas Water District Annexation at Garden City Acres Park.

RECOMMENDATION

That the City Council approve and authorize the Public Works Director to sign:

1. The Landowners Request to Annex and Approval of Parcel Charge; and
2. The Indemnification Agreement A-8401 between the Calleguas Municipal Water District and the City of Oxnard for the annexation of property located at 5302 Cypress Road.

(Public Works and Transportation Committee approved 3-0)

BACKGROUND

The majority of Garden City Acres Park is located within the Calleguas Municipal Water District (Calleguas). The entire park was to be annexed in two phases, but only the north sections were completed in 2006. The southern parcel of the park (APN 223-0-090-095) was to be annexed as phase 2 of a housing development by VC Communities. However, it was not completed due to the process being abandoned by the developer. The southern part of the park remains outside of the Calleguas boundary and includes active landscaped areas with existing irrigation (Attachment 1). Staff explored removing the irrigation system from this parcel as a solution, but the cost to redesign the park with non-irrigated improvements within this parcel was cost prohibitive.

Calleguas is a wholesale supplier of water from the Metropolitan Water District of Southern California (Metropolitan) to the City of Oxnard. Therefore, any annexation into Calleguas must also include annexation into Metropolitan. The City may not provide water service, or issue any building permits that include water service, until this parcel is within the Calleguas boundary. This includes the City's water supply as it is also blended with water from Calleguas.

Currently, the southern portion of Garden City Acres Park is not within the Calleguas boundary. Therefore, the parcel must be annexed into the services areas of both Calleguas and Metropolitan pursuant to the California Water Code, Section 71611, Metropolitan Administrative Code, Section 4509, and Calleguas Ordinance No. 12, Section 5(a) to continue the use of City water.

DISCUSSION

Staff has been working with the Calleguas Municipal Water District to annex the remaining portion of Garden City Acres Park. City staff utilized an existing Agreement with Encompass Consulting Group (ECG) to complete the map and legal description necessary for the annexation. With the map and legal description (Attachment 2) now complete, the only remaining items necessary for Calleguas to present the annexation to their Board for final approval is a signed Indemnification Agreement and a signed and notarized Landowner's Request to Annex and Approval of Parcel Charge (Attachments 3 & 4).

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

The City has paid a consultant, ECG, in the amount of \$4,930 from the General Fund Parks budget to create a map and legal description for the utility annexation. There will be one-time annexation fees to Calleguas and Metropolitan for an estimated total amount of \$8,500. Since these fees change annually, the total amount will not be known until the time of processing. However, the fees will be approximately \$8,500 and there are sufficient funds in the City Council approved General Fund Parks operating budget to cover these costs. All annual parcel charges contained within the Landowners Request to Annex and Approval of Parcel Charge are waived as long as the parcel is owned by the City.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on December 14, 2021 to approve the staff recommendation and to forward the item for Council approval.

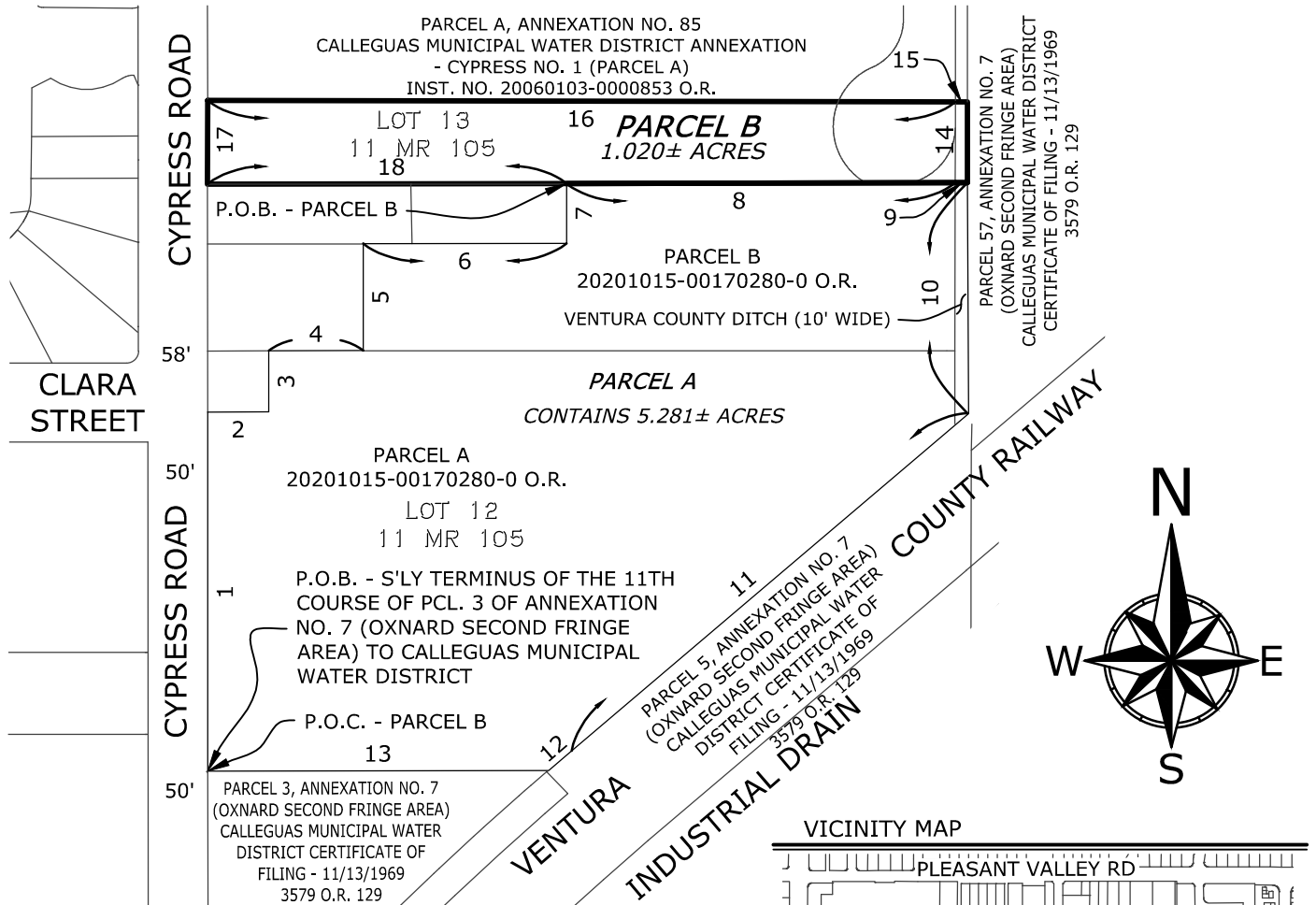
Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. Calleguas Annexation Area
2. Map & Legal Description
3. Indemnification Agreement A-8401
4. Landowner's Request & Consent to Annex



THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION



PROPOSED ANNEXATION BOUNDARY (CITY OWNED PARCEL)

NOTE: SEE SHEET 2 FOR LINE AND CURVE TABLE



Benjamin P. Hardin

11/18/2021

BENJAMIN P. HARDIN, PLS 8552

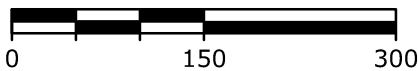
DATE



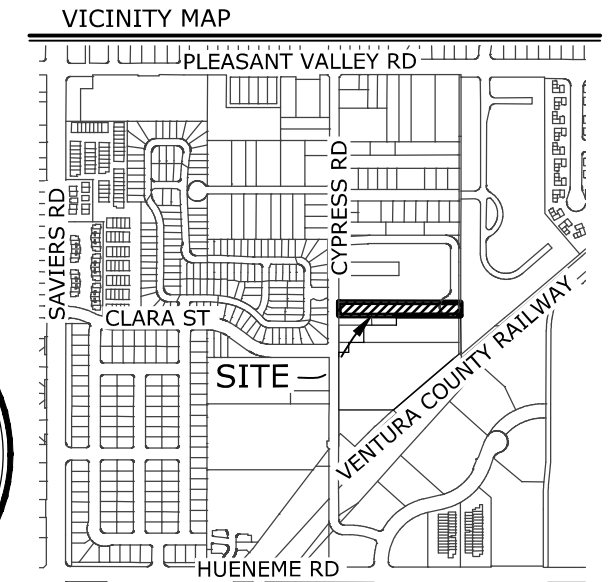
0467

0467LAFCO

SCALE: 1"=150'



1" = 150'



CALLEGUAS MUNICIPAL WATER
DISTRICT ANNEXATION
(CALLEGUAS ANNEXATION NO. 106)
PARCELS A AND B

PORTIONS OF LOT 12 AND 13 OF THE GARDEN CITY
ACRES TRACT, BEING A PORTION OF SUBDIVISION NO.
83 OF RANCHO EL RIO DE SANTA CLARA O'LA
COLONIA, IN THE CITY OF OXNARD, COUNTY OF
VENTURA, STATE OF CALIFORNIA, PER 11 MR 105

SHEET 1 OF 2

DISCLAIMER: FOR ASSESSMENT PURPOSES ONLY. THIS DESCRIPTION OF LAND IS NOT A LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT AND MAY NOT BE USED AS THE BASIS FOR AN OFFER FOR SALE OF THE LAND DESCRIBED.

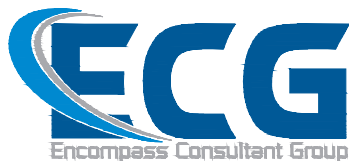
THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION

ANNEXATION LINE/CURVE TABLE			
LINE/CURVE	LENGTH	DIRECTION/DELTA	RADIUS
1	300.13	N00°02'00"W	-
2	51.00	N89°53'00"E	-
3	51.00	N00°01'00"W	-
4	78.99	N89°53'00"E	-
5	89.31	N00°02'00"W	-
6	170.00	N89°53'00"E	-
7	50.00	N00°02'00"W	-
8	324.91	N89°53'00"E	-
9	10.00	N89°53'00"E	-
10	192.65	S00°01'00"E	-
11	434.59	S49°32'00"W	-
12	25.22'	00°29'30"	2,939.40'
13	284.93	S89°53'00"W	-
14	70.00	N00°01'00"W	-
15	10.00	S89°53'00"W	-
16	624.93	S89°53'00"W	-
17	70.00	S00°02'00"E	-
18	300.00	N89°53'00"E	-

CALLEGUAS MUNICIPAL WATER
DISTRICT ANNEXATION
(CALLEGUAS ANNEXATION NO. 106)
PARCELS A AND B

PORTIONS OF LOT 12 AND 13 OF THE GARDEN CITY
ACRES TRACT, BEING A PORTION OF SUBDIVISION NO.
83 OF RANCHO EL RIO DE SANTA CLARA O'LA
COLONIA, IN THE CITY OF OXNARD, COUNTY OF
VENTURA, STATE OF CALIFORNIA, PER 11 MR 105

SHEET 2 OF 2



0467

0467LAFCO

1" = 150'

**CALLEGUAS MUNICIPAL WATER DISTRICT ANNEXATION
(CALLEGUAS ANNEXATION NO. 106)**

PARCEL B

Portion of Lot 13, and Ventura County Ditch, in the City of Oxnard, County of Ventura, State of California, as shown on the map of Garden City Acres Tract, filed in Book 11, Page 105 of Miscellaneous Records (Maps), described as follows:

COMMENCING at a point in the westerly line of Lot 12 of said Garden City Acres Tract, said point being the southerly terminus of the 11th course of Parcel No. 3 of Annexation No. 7 (Oxnard Second Fringe Area) to the Calleguas Municipal Water District, as described in Certificate of Filing recorded on November 13, 1969 in the Office of said County Recorder in Book 3579, Page 129 of Official Records of said County; thence, along the west line of said Lots 12 and 13, said west line also being the existing Calleguas Municipal Water District boundary, thence, North 0°02'00" West 300.13 feet to the Point of Beginning of Parcel A described in Instrument No. 20201015-00170280-0 of Official Records of said County; thence leaving said existing district boundary and along the 1st, 2nd, and a portion of the 3rd course of said Parcel A, the following three courses, thence, North 89°53'00" East 51.00 feet; thence, North 0°01'00" West 51.00 feet to a point in the north line of said Lot 12; thence, North 89°53'00" East 78.99 feet to the southwesterly corner of Parcel B described in said Instrument No. 20201015-00170280-0 of Official Records; thence, leaving said 3rd course of Parcel A and along the northwesterly line of said Parcel B the following four courses, North 0°02'00" West 89.31 feet; thence, North 89°53'00" East 170.00 feet; thence, North 0°02'00" West 50.00 feet, to the **POINT OF BEGINNING**, thence,

- 1st - North 89°53'00" East 324.91 feet to the northeasterly corner of said Parcel B; thence, continuing along the easterly prolongation of the previously described course,
- 2nd - North 89°53'00" East 10.00 feet to the east line of said Ventura County Ditch, 10.00 feet wide, said east line being also the westerly line of Parcel No. 57 of said Annexation No. 7 (Oxnard Second Fringe Area) to the Calleguas Municipal Water District, and also being the existing boundary of said Calleguas Municipal Water District; thence, along said east line and the existing boundary of said Calleguas Municipal Water District,
- 3rd - North 0°01'00" West 70.00 feet to the easterly terminus of the 6th course of Parcel A of Annexation No. 85 (Cypress No. 1) to the Calleguas Municipal Water District, as described in Certificate of Completion recorded on January 3, 2006 in the Office of said County Recorder as Instrument No. 20060103-0000853 of Official Records of said County; thence, continuing along the existing boundary of said Calleguas Municipal Water District, said 6th course of Parcel A, and the 7th course of said Parcel A, the following three (3) courses,
- 4th - South 89°53'00" West 10.00 feet to the westerly line of said Ventura County Ditch, 10.00 feet wide, thence,
- 5th - South 89°53'00" West 624.93 feet, to the easterly line of Cypress Road, 50.00 feet wide, thence along said easterly line,

6th - South 00°02'00" East 70.00 feet to the easterly prolongation of the north line of said Parcel B, thence leaving said easterly line, along said prolongation,

7th - North 89°53'00" East 300.00 feet, more or less, to the **POINT OF BEGINNING**.

Containing 1.020 acres, more or less.

Disclaimer: for assessment purposes only. This description of land is not a legal property description as defined in the subdivision map act and may not be used as the basis for an offer for sale of the land described.



10/6/2021

Benjamin P. Hardin, PLS 8552

Date

INDEMNIFICATION AGREEMENT

This Indemnification Agreement ("Agreement") is entered into as of _____, 2021, between CALLEGUAS MUNICIPAL WATER DISTRICT ("Calleguas") and the CITY OF OXNARD ("Annexee") with reference to the following recitals:

RECITALS

A. Annexee is the owner of certain real property located in the City of Oxnard in the County of Ventura, State of California, identified as Assessor's Parcel Number 223-0-090-095 and more particularly described on Exhibit A attached hereto (the "Property"). Annexee has requested that the Property be annexed to Calleguas Municipal Water District and to Metropolitan Water District of California as part of the Annexation referred to as Calleguas Municipal Water District Annexation – Cypress Place at Garden City/Garden City Acres Park "Annexation No. 106".

B. Annexation to Calleguas must be approved by the Ventura County Local Agency Formation Commission ("LAFCo") under the Cortese/Knox/Hertzberg Local Government Reorganization Act of 2000. As a condition of consideration of such application for annexation (the "Application") LAFCo requires indemnification by Calleguas against any liability arising out of or in connection with the Application.

C. Calleguas requests indemnification from Annexee, and Annexee agrees to indemnify Calleguas, in connection with the Application as provided in this Agreement.

IN CONSIDERATION of the foregoing recitals, and for such other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is agreed:

To the fullest extent permitted by law, Annexee shall defend, indemnify and hold harmless Calleguas, its directors, officers, employees, or authorized volunteers, and each of them, from and against any claim, action or proceeding, or any loss or liability incurred by any of them resulting from any claim, action or proceeding, the purpose of which is to attack, set aside, void or annul, in whole or in part, LAFCO's action on the Application or on the environmental documents submitted to support it ("Claims"). Such indemnification shall include, without limitation, all damages, costs, expenses, and attorney's fees, that may be asserted by any person or entity, including Annexee, with respect to such Claims or in connection with the Application, except to the extent resulting from the negligence or intentional misconduct of Calleguas.

CALLEGUAS MUNICIPAL WATER DISTRICT

By: _____
Anthony Goff
General Manager

Dated: _____

ANNEXEE: CITY OF OXNARD

By _____
Michael L. Wolfe, P.E.
Director of Public Works

Dated: _____

**RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:**

Calleguas Municipal Water District
2100 Olsen Road
Thousand Oaks, CA 91360-6800

This space for Recorder's use only.

**LANDOWNER'S REQUEST TO ANNEX
AND APPROVAL OF PARCEL CHARGE**

I represent the owner of the property located at 5302 Cypress Road in the City of Oxnard, in the County of Ventura, State of California identified as Assessor's Parcel Number APN 223-0-090-095 and more particularly described in Exhibit "A", attached. I specifically request annexation of this property to Calleguas Municipal Water District and to Metropolitan Water District of Southern California pursuant to the terms and conditions to be set by the respective Districts and the Ventura County Local Agency Formation Commission. The site is the southern portion of the existing Garden City Acres Park, and the remainder of the park is already within the service area of Calleguas Municipal Water District and Metropolitan Water District of Southern California.

I acknowledge the fact that Calleguas Municipal Water District and The Metropolitan Water District of Southern California have in place a Standby Charge or Parcel Charge levied pursuant to the California Government Code. I hereby give our consent to the District to levy Standby Charges on annexed lands at the rates and formulae adopted for Fiscal Year 2021-2022 and any subsequent years in which either or both Boards of Directors may vote to approve and adopt said Standby Charges. Furthermore, this consent shall remain as a covenant with the land annexed into the Districts and recorded as such in the appropriate form and manner.

PROPERTY OWNER:

CITY OF OXNARD

By _____
Michael L. Wolfe, P.E.
Director of Public Works

Dated: _____



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. I.7

DATE: January 4, 2022

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: First Amendment to Purchase Order #8349 with Badger Meters, Inc. for Advanced Metering Infrastructure (AMI) Capable Water Meters.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a First Amendment to Purchase Order #8349 with Badger Meters, Inc. in the amount of \$150,000 for a new total not to exceed value of \$250,000 for replacement water meters through September 1, 2022.

(Public Works and Transportation Committee approved 3-0)

BACKGROUND

The City of Oxnard's Water Division is responsible for the transmission and distribution of potable water and recycled water to City customers. The Water Division delivers over 20 million gallons per day of safe and reliable potable water supply to customers. The City water system includes: 10 water wells, five (5) turnouts from the United Water Conservation District's Oxnard-Hueneme Pipeline system, one (1) turnout from the Calleguas Municipal Water District's water system, one (1) desalter facility, six (6) blending stations, over 500 miles of transmission and distribution pipelines and over 41,000 existing meters.

The City currently has a Sensus drive and read automated meter reading (AMR) system. These meters have ended their 10-year expected life as most of the meters were installed between 2002-2008 and, as a result, we are experiencing increased failures as well as under registering throughout the system. The meter failures have required that staff read meters and enter billing information manually and replace meters that are no longer registering water use. There are over 41,000 existing meters throughout the City, and of those, approximately 10,000 meters are currently being read manually with approximately 20-30 meters failing every week.

On September 27, 2021, the City's Purchasing Manager approved and executed a negotiated single-source Purchase Order with Badger Meters, Inc. (Badger) for \$100,000. Badger has been providing meters to the City since March 30, 2020.

DISCUSSION

On October 19, 2021 the City Council approved the City-wide Advanced Meter Infrastructure (AMI) replacement project, which is a multi-year process. However, Water staff members still have the need to replace failing AMR meters until the AMI project is completed. The meters need to be AMI capable. Therefore, in effort to align operations with the new AMI replacement project that was awarded to Badger, staff will need to continue to purchase Badger meters. These purchased meters will also be used for new development projects, which are reimbursed to the water division by the developers. Staff recommends an amendment to Purchase Order #8349 for an additional \$150,000 with Badger to ensure future compatibility when the meters are installed.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The total cost for this First Amendment to Purchase Order #8349 with Badger Meter Inc. for water meters is \$150,000 for a total new value of \$250,000 through September 1, 2022. There is sufficient funding from available Fiscal Year 2021-22 appropriations in the Water Operating Fund 601 (account 601-6003-843.8121) to cover this amendment. If not fully expended in Fiscal Year 2021-22, any funding needed in the subsequent fiscal year for this purchase order will be requested during the annual budget process.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on December 14, 2021 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Omar Castro, Water Division Manager

ATTACHMENTS

1. PO 8349 Badger Meter Inc



PURCHASE ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.
008349**

DATE: 11/16/2021

VENDOR PHONE: (800)876-3837
VENDOR FAX: (888)371-5982
VENDOR #: 11516
VENDOR ADDRESS: BADGER METER INC.
4545 W. BROWN DEER ROAD
MILWAUKEE, WI 53223

SHIP TO: WATER DIVISION
251 S. HAYES AVENUE
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
08/30/2022		0000005711	09/20/2021	THERESA M. SZAFRANSKI, AS	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		60160038438121		RENEE KNIGHT	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

CHANGE ORDER

1	AUTOMATED METER READING SYSTEM W/ AN AMI 100,000.00 FOR WATER / DL	1.0000 100,000.00
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NSS FORM PO REQUEST FOR AUTOMATED METER READING (A MR) SYSTEM WITH AN ADVANCED METERING INFRASTRUCTURE (AMI) FOR WATER DIVISION-PW 17-32R SOLICITATION WAS AWARDED TO BADGER SO IT IS NECESSARY TO HAVE A N NSS FORM FOR THE PURCHASE OF METERS TO BE COMPATIBLE-PO FROM 10/01/2021 TO 08/30/2022 NTE \$100,000 FROM ACCT# 601-6003-843-81.21.NO NEED FOR BTC OR INSURANCE AS THIS WILL BE THIRD PARTY CARRIER AND NO SERVICE REQUIRED BY BADGER.
NO BTC RQRD*AM
11/16/21 - Request NTE increase to \$250K for Council approval - ERR

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.
008349**

DATE: 11/16/2021

VENDOR PHONE: (800)876-3837

VENDOR FAX: (888)371-5982

VENDOR #: 11516

VENDOR ADDRESS: BADGER METER INC.
4545 W. BROWN DEER ROAD
MILWAUKEE, WI 53223

SHIP TO: WATER DIVISION
251 S. HAYES AVENUE
OXNARD, CA 93030

*Our P.O. # **MUST** Appear on **ALL** Invoices, Packages and Correspondence*

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
08/30/2022		0000005711	09/20/2021	THERESA M. SZAFRANSKI, AS	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		60160038438121		RENEE KNIGHT	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

TOTAL PURCHASE AMOUNT

\$100,000.00

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase
Order number above.

AUTHORIZED SIGNATURE. _____

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
 - a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
 - i. Commercial general liability insurance, including a contractual liability endorsement, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability coverage (Occurrence Form CG0001ED, November 1988);
 - ii. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
 - iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than \$1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
 - a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
 - b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
 - a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
 - b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
 - c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
 - d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. I.8

DATE: January 4, 2022

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Agreement A-8402 with Professional Security Consultants for Security Services at Various City Locations.

RECOMMENDATION

That the City Council approve and authorize the:

1. Mayor to execute Agreement A-8402 with Professional Security Consultants, for an initial term ending June 30, 2023 and the option to extend for two consecutive periods of one year each, not to surpass June 30, 2025, and for a total contract not-to-exceed amount of \$2,660,000, for security services at various City locations; and
2. Purchasing Agent to execute amendments to Agreement A-8402 for a total term of three years and five months with a possible termination date of June 30, 2025 and a total not-to-exceed amount of \$2,660,000.

(Public Works and Transportation Committee approved 3-0)

BACKGROUND

The Public Works Department (Public Works) is responsible for the operation of the City's Oxnard Transportation Center (OTC), Water Campus, Oxnard Wastewater Treatment Plant (OWTP) and its Headworks Facility, the Advanced Water Purification Facility (AWPF), and the Del Norte Regional Recycling and Transfer Station (Del Norte). These facilities are located in the City of Oxnard and provide essential public utility services for the residents of Oxnard and the west Ventura County region. These facilities currently utilize private security. However, the security services for these locations have been under separate agreements. As a result, and to ensure efficiency and contract management, staff solicited services in order to consolidate all locations under a single agreement. Staff will be able to have a single point of contact with the vendor as well as minimize the time spent by administering only one agreement.

DISCUSSION

These City facilities require the security services to act as a first deterrent for unwanted activity; ensure the safety of personnel, protect property, customers, and the public; and guard against vandalism. Furthermore, the presence of security patrol has reduced the frequency of after-hours access, vandalism, property damage and thefts at all facilities and provides immediate reporting to public safety if property damage is observed from fire, flooding or other hazardous incidents.

On September 9, 2021, the City issued a formal Request for Proposal (RFP) PW 22-22 for security services at multiple locations and closed on September 30, 2021. The City received 13 proposals that were reviewed by Public Works Staff and Oxnard Police Department's Patrol Watch Commander. Interviews were conducted with the top three bidders as part of the selection, as well as reviewing costs, experience and qualifications.

Professional Security Consultants (PSC) was selected through the awarding process, pursuant to the process as outlined

in the Oxnard Municipal Code, as the provider for security services at all identified City locations. The RFP includes the site specific security and patrol requirements to ensure each location has the required level of service for staff safety, public safety, and that City assets are adequately protected. Staff has confirmed that PSC meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State.

This agreement with PSC includes armed and unarmed security services. The Water Campus is the only facility that utilizes armed security services due to critical infrastructure and transient activity in the area. These armed security services will be provided from 6:00 p.m. to 7:00 a.m. during weekdays and around the clock on weekends and holidays.

The all-inclusive hourly rates for security services are shown in Table 1. These rates include all costs necessary to service each facility, including equipment and vehicles.

TABLE 1

SERVICE TYPE	HOURLY RATE UNARMED	HOURLY RATE ARMED
Guard	\$25.54	\$27.22
Additional Guard	\$25.54	\$27.22
Supervisor	\$25.54	\$27.22

Table 2 provides the location and lot size for each facility.

TABLE 2

CITY FACILITY	LOCATION	ESTIMATED LOT SIZE (ACREAGE)
Oxnard Transportation Center	201 East Fourth Street	8
Water Campus	251 South Hayes Avenue	4.9
OWTP & Headworks Facility	6001 Perkins Road/ 5741 Perkins Road	30
AWPF	5700 Perkins Road	4.7
Del Norte	111 Del Norte Boulevard	16

Based on the needs and size of the facilities, security guards will be assigned accordingly.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The total cost for this Agreement with PSC shall not exceed \$2,660,000 through June 30, 2025, if extended. Services will commence February 1, 2022. Sufficient funds are available in the respective funds for FY 2021-22 for February through June 30, 2022. Funding for future years will be included in proposed Operating Budgets for the City Council's consideration.

The following table shows the estimated spending plan for all divisions which also includes any potential increases after the initial term. The "As-needed" amounts are a contingency that will be applied for any unforeseen additional security needs such as public events, natural and/or mechanical damage, or excessive vandalism. Increases to the agreement are estimated and per the terms, updated annual pricing must be submitted to the City in writing, no later than the April 1st preceding the renewal date. Increases shall not exceed the Consumer Price Index for all Urban Consumers (CPI-U) for Los Angeles from the U.S. Bureau of Labor Statistics based on 12-month CPI-U for March.

FACILITY	ACCOUNT	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	TOTAL
OTC	213-3110-803-82-09	\$110,000	\$260,000	\$273,000	\$287,000	\$930,000
Water Campus	608-6015-842-8209	\$70,000	\$165,000	\$173,000	\$182,000	\$590,000
OWTP	621-6202-842-8209	\$35,000	\$80,000	\$85,000	\$88,000	\$288,000
AWPF	601-6012-842-8209	\$20,000	\$40,000	\$42,000	\$45,000	\$147,000
Del Norte	638-6315-842-8209	\$65,000	\$145,000	\$155,000	\$160,000	\$525,000
As-needed Services	Various	\$30,000	\$50,000	\$50,000	\$50,000	\$180,000
Total		\$330,000	\$740,000	\$778,000	\$812,000	\$2,660,000

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on December 14, 2021 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. PSC - A-8402

**AGREEMENT FOR TRADE SERVICES
COVER PAGE**

- (1) Agreement Start Date: February 01, 2022
- (2) Vendor: Professional Security Consultants
- (3) Services: Security Services for Various City Locations
- (4) Schedule of Services: Services to be completed through June 30, 2025 subject to renewal terms as noted in the Rates and Costs Exhibit
- (5) Agreement Ending Date: June 30, 2025 subject to renewal terms as noted in the Rates and Costs Exhibit
- (6) Total Agreement Amount: Not to exceed \$2,660,000
- (7) City's Project Manager: Brian Yanez, Assistant Public Works Director
- (8) Vendor's Project Manager: Juan Zuniga, Regional Security Director
- (9) Insurance Coverage: INS-C
- (10) What wages are required for this Project?

☒ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.

☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.

☐ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.

☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

- (11) Addresses for Notice:

FOR VENDOR:

11454 San Vicente Boulevard
Los Angeles, CA 90049
Attn: Juan Zuniga, Regional Security Director

FOR CITY:

305 West Third Street, East Wing, Third Floor
Oxnard, CA 93030
Attn: Brian Yanez, Assistant Public Works Director

- (12) Contact Emails:

VENDOR'S PROJECT MANAGER:

jzuniga@pscsite.com

CITY'S PROJECT MANAGER:

brian.yanez@oxnard.org

The Agreement for Trade Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

- | | |
|---|--|
| ☒ Scope of Services Exhibit | ☒ Living Wage Policy Exhibit |
| ☒ Rates and Costs Exhibit | ☐ Prevailing Wages Exhibit |
| ☐ Schedule of Services Exhibit | ☒ Insurance Exhibit (INS-C) |

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Vendor" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.
3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.
4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.
5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.
6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.
7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.
8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager or Department Director. Vendor hereby designates the person in the position listed in "(8) Vendor's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Vendor.

10. Personnel. Vendor represents that it has or shall secure at its own expense all personnel required to perform the Services. Vendor shall make reasonable efforts to maintain the continuity of Vendor's staff who are assigned to perform the Services. Vendor may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Vendor's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Vendor's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Vendor shall perform such work, and City shall pay for such additional work, in accordance with the Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Vendor shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Vendor for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Vendor did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Advertising and Publicity. Vendor shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

13. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Vendor in preparing its billings to City as a condition precedent to any payment to Vendor; or for other purposes relating to the Agreement. Vendor will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Vendor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Vendor shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Vendor shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Vendor shall include a copy of this Section in all contracts with its subcontractors, and Vendor shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Vendor, City shall pay Vendor compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Vendor receive an amount exceeding that which would have been paid to Vendor for

the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

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

b. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

16. Insurance. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Vendor shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide renewal evidence may be considered a material breach of this Agreement.

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of uncompleted Documents and Materials, without the written consent of Vendor, shall be at City's sole risk and without liability or legal exposure to Vendor.

d. Vendor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Vendor shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Vendor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Vendor, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 17 shall survive the termination of this Agreement.

18. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Vendor or is developed by Vendor in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Vendor and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Vendor shall immediately provide City with written notice

and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Vendor in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 18 shall survive the termination of this Agreement.

19. Independent Contractor. Vendor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Vendor or any of its employees, except as stated in this Agreement. Vendor has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Vendor, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Vendor and its employees are not employees of City. Vendor and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Vendor shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Vendor agrees to pay all required taxes on amounts paid to Vendor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than \$16.89 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2022, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.

b. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

d. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq.*, the Project is a “public work.” The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations (“DIR”) regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR’s determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

21. Nondiscriminatory Employment. Vendor shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Vendor understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Vendor shall be responsible for such subcontractor’s compliance with this Section.

22. Vendor’s Representations. Vendor represents, covenants and guarantees that: a) Vendor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Vendor’s full performance under this Agreement; c) to the extent required by the standard of practice, Vendor has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a “governmental decision” as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City’s conflict of interest code, Vendor shall be subject to City’s

conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

25. Fictitious Name. If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnites regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Vendor.

29. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

30. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

41. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

PROFESSIONAL SECURITY CONSULTANTS

☒ John C. Zaragoza, Mayor¹ _____ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ Buyer

 _____ 11/30/21
 Uri Gal, President² _____ Date

 _____ 11/30/21
 Shaul Maouda, Senior Vice President _____ Date

ATTEST:

 Rose Chaparro, City Clerk _____ Date
 (only if Mayor signs)

APPROVED AS TO FORM:

 Stephen M. Fischer, City _____ Date
 Attorney (always required)

¹ The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

SCOPE OF SERVICES EXHIBIT

LOCATION SCOPE OF SERVICES

Oxnard Transportation Center (OTC):

The parameters for the private patrol operation are as follows:

SITE PATROL SCHEDULE FOR PPO OPERATION – OXNARD TRANSPORTATION CENTER (OTC)

Vendor shall provide unarmed security services for the City of Oxnard's Oxnard Transportation Center (OTC), located at 201 East Fourth Street:

Background Information

The Oxnard Transit Center (OTC) is a two-story, 13,000 square feet brick motif building that opened in 1986. The total facility area is slightly over five acres, and includes parking lots, bus and rail loading facilities, and landscaped areas. During business hours, the Patrol security officers staffing operations at the OTC are Monday - Friday from 5:00 am to 10:30 pm, and Saturday and Sunday from 6:00 am to 10:30 pm. After business hours, the Patrol security officers staffing operations at the OTC are Monday - Friday from 10:30 pm to 5:00 am, and Saturday and Sunday from 10:30 pm to 6:00 am. The OTC is a multi- model transportation facility and is open every day of the year (365 days per year), including City holidays. Security cameras and an indoor concierge desk provide a central location for security officers and high visibility for the patrons, employees, and business owners. The City has closed circuit television surveillance cameras inside and outside the building, with a central station at the concierge desk where the security guards are stationed. Most of the cameras have pan-tilt- zoom features.

Security hours are as follows

Monday through Friday
5:00 am – 10:30 pm

Saturday through Sunday
6:00 am – 10:30 pm

After-Hours Security

Monday through Friday
10:30 pm – 5:00 am

Saturday through Sunday
10:30 pm – 6:00 am

Service Description

Vendor will provide patrol unarmed security services to the OTC located at 201 East Fourth Street and its associated public parking lots on Meta Street, East Fourth Street, and 273 East Fifth Street. The vendor is expected to serve as the City's main customer contact for visitors to the Oxnard Transit Center during business hours. The City does not have an on-site property manager so the lead on-site security guard will serve as a liaison to notify City staff of issues about property management that require repairs to the premises. The main concentration of patrol time during open hours is located in and around the OTC and its surrounding parking lots and train and bus loading platforms. Attachment 1- Aerial Map for OTC is a map of the facility. This facility will require a patrol vehicle.

Service During Operational Hours

- **Monday through Friday**
 - **5:00 am to 9:00 am one (1) uniformed security guard**
 - **9:00 am to 6:00 pm two (2) uniformed security guards**
 - **6:00 pm to 10:30 pm one (1) uniformed security guard**
 - **Saturday through Sunday**
 - **6:00 am to 10:30 am one (1) uniformed security guard**
 - **9:00 am to 5:00 pm two (2) uniformed security guards**
 - **5:00 pm to 10:30 pm one (1) uniformed security guard**
1. Patrols will take place periodically by a variety of means. Patrols may include vehicles, bicycle, foot, video surveillance, and a combination thereof.
 2. It is up to the vendor to schedule their employees according to the hours above. The City will not pay the vendor for any over-time hours under any conditions.

Service During Non-Operational Hours-Night Patrol

During the overnight hours, non-operational hours, a standing guard is not required for the duration, however, six (6) random nightly patrols between the hours of 10:30pm and 5:00am.

One (1) uniformed security guard shall provide random roaming security checks at the OTC, including all parking lots, overpass stairs, bus platform, train platform and the perimeter of the building.

One (1) uniformed security guard shall perform at least six (6) random patrols (including foot patrols) per night on a rotating random basis. Patrols should not be at the same time on any given evening.

Security guard Responsibilities - Assigned Security guard will:

1. Patrol assigned areas as required. The assigned areas include:
 - a. bus platforms
 - b. train platforms
 - c. lobby and kiosks areas
 - d. restrooms
 - e. waiting areas
 - f. public areas within and outside the building
 - g. both long-term and short-term parking lots
2. Report abandoned vandalized and/or unregistered vehicles to Oxnard Police.
3. Discourage loitering on the premises including all landscaped areas.
4. Observe and report any illegal or hazardous activities and/or items to law enforcement immediately. The OTC manager is to be notified of the disposition of the law enforcement response as soon as possible.
5. Provide information as directed to employees, the public, and visitors of the OTC.
6. Determine loss, damage, or misuse of the property.
7. Open and close the OTC, utilizing the alarm systems.
8. Regularly survey the security and safety status of the OTC area and report findings.
9. Assist in the evacuation of OTC area patrons and employees as necessary.
10. Monitor activity occurring within the OTC and on the OTC property.
11. Investigate any suspicious activity and notify law enforcement when appropriate.
12. Assist fire department, medical services, and police agencies as necessary.
13. Maintain and update the security procedures manual, commonly known as "Post Orders."

14. Maintain a professional appearance at all times.
15. Provide a daily log noting exceptional events and observations.
16. Operate the closed circuit television system and maintain its records as required by the City's records retention policies.
17. Locate persons who are disturbing patrons or engaging in illegal activities at the OTC. Advise those who are impeding normal operations or engaging in illegal activities at the OTC to leave the property.
18. Maintain photographic and written records of banned persons, habitual offenders, and persons who have been advised about trespassing.
19. Provide one copy of any subpoena for records to the City of Oxnard Office of the City Attorney, 305 West Third Street, East Wing, First Floor, Oxnard, CA 93030 within 48 hours of receiving a subpoena. Provide notice to the property manager of any subpoena for records within 48 hours of receiving a subpoena.
20. Serve as a liaison to notify City staff of issues about property management that require repairs to the premises.

Water Campus:

The parameters for the private patrol operation are as follows:

SITE PATROL SCHEDULE FOR PPO OPERATION – WATER CAMPUS

Vendor shall provide armed security services to the City of Oxnard's Water Campus located at 251 South Hayes Avenue.

Security Patrols

Vendor security patrols will include visual inspections of the Water Campus and physical inspections of all gates and doors of each facility and on-site vehicles to verify secure status. Make contact with individuals on property after hours to determine reason for access to the facility. Vendor shall perform regular visual inspection of parking lots, Meter Shop, Distribution Shop, container storage, Administration Building, Multi-Purpose Facility, Reverse Osmosis Plant, and the surrounding area of the Water Campus. Vendor shall notify designated City staff of any unauthorized activities and police in the event of an emergency.

After-Hours Security

Security hours are as follows:

Monday through Friday (13 hours)

12:00 am – 7:00 am

6:00 pm – 11:59 pm

Saturday (24 hours)

12:00 am – 11:59 pm

Sunday and Holidays (24 hours)

12:00 am – 11:59 pm

Vendor shall provide armed security services to the entire Water Campus, to include physical monitoring of the facility and monitoring of security cameras, vehicles, and equipment. Vendor shall notify designated City staff of any unauthorized activities and police in the event of an emergency. This facility will require a patrol vehicle. Attachment 2 - Water Campus Aerial Map.

VENDOR RESPONSIBILITIES

1. Vendor shall maintain a daily post log noting exceptional events and observations and provide copies to the City.
2. Vendor must be a licensed private patrol operator with the California Department of Consumer Affairs, Bureau of Security and Investigative Services.
3. Each security officer and supervisor assigned to this project must possess a valid and permanent California Department of Consumer Affairs, Bureau of Security and Investigative Security Services security guard registration while on the job site.
4. Each security officer and supervisor assigned to this project must be able to speak, read and write in English.
5. Vendor employees assigned to this project may be required to submit a Live Scan and criminal history check performed by the Oxnard Police Department at the City's expense with or without notice.

Oxnard Wastewater Treatment Plant (OWTP) and Headworks Facility:

The parameters for the private patrol operation are as follows:

SITE PATROL SCHEDULE FOR PPO OPERATION – WASTEWATER TREATMENT PLANT (OWTP) and HEADWORKS FACILITY

Vendor shall provide one unarmed uniformed security guard during after-hours to provide security patrols and to monitor surveillance cameras at the Wastewater Treatment Plant (OWTP) located at 6001 Perkins Road, Headworks Facility located at 5741 South Perkins Road, Oxnard, California 93033. Vendor security patrols will include visual inspections of each facility and on-site vehicles, and physical inspections of all gates and doors of each facility and on-site vehicles to verify secure status. Make contact with individuals on property after hours to determine reason for access to the facility. Vendor shall alert the Police and Fire Departments should additional assistance be required.

Security Patrols - OWTP and Headworks Facility

Vendor shall provide roving security patrol of the OWTP and Headworks facilities throughout the duration of the hours noted below. Security Patrols shall ensure all facilities are secure through physical inspection of facility gates and building doors. Primary responsibility is to ensure that all persons on any of the two (2) sites are duly authorized. Security personnel shall make contact with any unknown individuals on the sites to determine proper authorization and purpose for access to the facility. All areas within the fence line shall be monitored on a continuous basis for unauthorized intruders. Security personnel will not be required to enter buildings. Only one (1) vehicle will be required and shall be shared among the OWTP, Headworks and AWP facilities. Attachment 3 - Aerial Map for OWTP is a map of the facility.

After- Hours Security - OWTP and Headworks Facility

Security hours are as follows:

Monday through Sunday (12 hours)

6:00 pm – 6:00 am

Vendor shall immediately notify Wastewater staff and City of Oxnard Police of any unauthorized activities or emergencies.

The OWTP is staffed continuously, 24 hours per day, 365 days per year. Therefore, security personnel shall check in with OWTP staff upon arrival at the facility and check out at the end of each shift. Daily logs shall be submitted at the end of every shift.

The City will provide the security person with a communication device, list of personnel on site, site access controls, restroom facilities and any other relevant information at the start of each day.

The OWTP and Headworks are working facilities with tanks, pumps, and other potentially dangerous equipment. Vendor is not to enter any building, tank or other facility without prior written authorization or escort from City staff.

Advanced Water Purification Facility (AWPF):

The parameters for the private patrol operation are as follows:

Vendor shall provide unarmed security services to City the following armed security services for the Advanced Water Purification Facility (AWPF), located at 5700 Perkins Road.

SITE PATROL SCHEDULE FOR PPO OPERATION – ADVANCED WATER PURIFICATION FACILITY

Vendor shall provide one unarmed uniformed security guard during after-hours to provide security patrols and to monitor surveillance cameras at the Advanced Water Purification Facility (AWPF) located at 5700 Perkins Road, Oxnard, California 93033. Vendor security patrols will include visual inspections of each facility and on-site vehicles, and physical inspections of all gates and doors of each facility and on-site vehicles to verify secure status. Make contact with individuals on property after hours to determine reason for access to the facility. Vendor shall alert the Police and Fire Departments should additional assistance be required.

Security Patrols - Advanced Water Purification Facility (AWPF)

Vendor shall provide roving security patrol of the AWPF facility throughout the duration of the hours noted below. Security Patrols shall ensure all facilities are secure through physical inspection of facility gates and building doors. Primary responsibility is to ensure that all persons on any of the three (3) sites are duly authorized. Security personnel shall make contact with any unknown individuals on the sites to determine proper authorization and purpose for access to the facility. All areas within the fence line shall be monitored on a continuous basis for unauthorized intruders. Security personnel will not be required to enter buildings. Only one (1) vehicle will be required and shall be shared among the OWTP, Headworks and AWPF facilities. Attachment 4- Aerial Map for AWPF is a map of the facility.

After- Hours Security - AWPF

Security hours are as follows:

Monday through Sunday (12 hours)

6:00 pm – 6:00 am

Vendor shall immediately notify Water staff and City of Oxnard Police of any unauthorized activities or emergencies.

The City will provide the security person with a communication device, list of personnel on site, site access controls, restroom facilities and any other relevant information at the start of each day. The AWPf is a working facility with tanks, pumps, and other potentially dangerous equipment. Vendor is not to enter any building, tank or other facility without prior written authorization or escort from City staff.

Del Norte Regional Recycling and Transfer Station:

The parameters for the private patrol operation are as follows:

SITE PATROL SCHEDULE FOR PPO OPERATION – DEL NORTE REGIONAL RECYCLING AND TRANSFER STATION

Vendor shall provide one unarmed uniformed security guard during after-hours to provide security patrols and to monitor surveillance cameras at the Del Norte Regional Recycling and Transfer Station (Del Norte Facility) located at 111 Del Norte Boulevard, Oxnard, California 93030

Vendor security patrols will include visual inspections of each facility and on-site vehicles, and physical inspections of all gates and doors of each facility and on-site vehicles to verify secure status. Make contact with individuals on property after hours to determine reason for access to the facility. Vendor shall alert the Police and Fire Departments should additional assistance be required.

Security Patrols - Del Norte Facility

Vendor shall provide control of after-hours access and make regular physical inspections of the site, patrols of the parking lots and the staging areas for recyclable material, equipment and supplies; regularly enter the facility to inspect piles of solid waste, recyclables and green waste for signs of spontaneous combustion and to contact emergency services as needed; secure all building doors and gate entrances, and monitoring of video security cameras. This facility will not require a patrol vehicle. Attachment 5 - Aerial Map for Del Norte is a map of the facility.

After-Hours Security at the Del Norte Facility

Security hours are as follows:

Monday through Friday (12.5 hours)

12:00 am – 5:00 am

4:30 pm – 11:59 pm

Saturday (17 hours)

12:00 am – 5:00 am

12:00 pm – 11:59 pm

Sunday and Holidays (24 hours)

12:00 am – 11:59 pm

Vendor shall notify designated City staff of any unauthorized activities and the Police or Fire Departments in the event of an emergency.

RATES AND COSTS EXHIBIT

It is up to the vendor to schedule their employees according to the hours listed in our Tab D. Scope of Services. The City will not pay the vendor for any over-time hours under any conditions. Vendor pays their employees for time and a half for six holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas in accordance with Rates and Costs Exhibit.

Hourly Rate Table

Location	Hourly Rate Unarmed	Hourly Rate Armed
Oxnard Transportation Center (OTC)	\$25.54	\$27.22
Oxnard Transportation Center (OTC) – Random Nightly Patrols	\$25.54 *(this section is per visit/hit)	\$27.22 *(this section is per visit/hit)
Water Campus	\$25.54	\$27.22
Oxnard Wastewater Treatment Plant (OWTP)	\$25.54	\$27.22
Advanced Water Purification Facility (AWPF)	\$25.54	\$27.22
Del Norte Recycling Center and Material Recycling Facility (MRF)	\$25.54	\$27.22

Hourly Rates For Additional As Needed Guard Services

City Security Guard Services	Hourly Rate Unarmed	Hourly Rate Armed
Security Officer	\$25.54	\$27.22
Supervisor	\$25.54	\$27.22

Contract billing rate is an all-inclusive rate. The billing rate shall include all costs necessary, including but not limited to, employee wages, benefits, required supplies, travel to and from locations, and patrol vehicles if necessary.

The period of performance anticipated for this agreement shall be for three (3) years and five months, with each year renewable in one (1) year increments effective upon signature of an Agreement by both parties, unless terminated earlier. This annual renewal shall be based on mutually acceptable services, cost adjustments, and the City requirements and there is no obligation by the City to purchase any specified amount of goods or services. Updated annual pricing must be submitted to the City in writing, no later than the April 1st preceding the renewal date. Increases shall not exceed the Consumer Price Index for all Urban Consumers (CPI-U) for Los Angeles from the U.S. Bureau of Labor Statistics based on 12-month CPI-U for March.

LIVING WAGE POLICY EXHIBIT

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.
6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.
7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.
8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003 - 2004/05 budget process.

Exhibit 1

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

- A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than \$16.89 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.
- B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.
- D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2021**

42. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$16.89 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2022, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

d. The foregoing requirements are restated on page 5 of the Agreement for Trade S

**INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS
(WITH BUILDER'S RISK REQUIREMENT)**

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001) If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

b. Business Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Course of Construction Insurance providing coverage for "all risks" of loss in an amount not less than the completed value of the project, with City named as Owner and Insured.

e. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-C. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-C.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
CODE	SUB-CODE	COMPANIES AFFORDING INSURANCE COVERAGE			
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE			
		COMPANY LETTER B			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract, Course of Construction Insurance				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant Course of Construction Completed Value of Project
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS					
CERTIFICATE HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE		

[illegible]

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT		SUBMIT IN DUPLICATE	
FOR THE CITY OF OXNARD (the "City")		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER	POLICY INFORMATION:		
Telephone:	Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits		
NAMED INSURED	☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)		
		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:	
		CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance.	
\$ _____ per accident, for bodily injury and property damage.		Name: _____ Address: _____ Telephone: () _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.			
2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.			
3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.			
4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.			
5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.			
6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:			
a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or			
b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).			
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____	



CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS AGENDA ITEM NO. J.1

DATE: January 4, 2022

TO: City Council

FROM: Vyto Adomaitis, Community Development Director, (805) 385-7882, vyto.adomaitis@oxnard.org

SUBJECT: DMV Oxnard Field Office Drainage Easement Vacation; Planning and Zoning (PZ) Permit No. 21-660-02 (Easement Vacation)- A Resolution to vacate two forty (40) foot wide drainage easements, totaling approximately 24,600 square feet, located at 4050 South Saviers Road. (0/0/05)

RECOMMENDATION

That the City Council conduct a public hearing and:

1. Find the project exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3); and
2. Adopt a resolution to vacate its right, title and interest in the two forty (40) foot wide drainage easements, totaling approximately 24,600 square feet, crossing the two parcels located at 4050 South Saviers Road.
3. Authorize the Mayor to sign the Quitclaim Deed releasing City authority and/or rights to the access drainage easement State of California for parcels 219-0-110-355 and 219-0-110-405.(This item did not originate in Committee)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/fcOmile34gk>

BACKGROUND

The property, located at 4050 South Saviers Road, consists of two parcels which are currently developed with a 12,153 square foot DMV office, and associated parking area, and landscaping as shown in Attachment 1. The two easements, as shown in Attachment 2 and 3, were initially granted to the Oxnard Drainage District No. 3 on July 24, 1940, for the purpose of drainage tile line, pipe, conduit and other works necessary to facilitate drainage. On October 23, 1984, the County of Ventura and the City of Oxnard approved a Resolution ordering the dissolution of Oxnard Drainage District No. 3 (Attachment 4). Pursuant to the Resolution, the City of Oxnard was designated the successor agency, which transferred the easements and all the rights incidental thereto to the City of Oxnard.

On April 15, 2021, the Planning Commission reviewed the request to vacate the two forty (40) foot wide drainage easements, totaling approximately 24,600 square feet, located at 4050 South Saviers Road for General Plan conformance as required by California Government Code Section 65402(a). The Planning Commission unanimously determined the proposed vacation would be consistent with the goals, policies and objectives of the City's adopted 2030 General Plan and adopted Planning Commission Resolution 2021-07, which has been included as Attachment 5.

On December 7, 2021, the City Council adopted Resolution 15,516 (Attachment 6), declaring its intention to conduct the required proceedings for vacation of the subject public right-of-way and directed the City Clerk to schedule a noticed public hearing no less than fifteen days after the Council's initiation of the vacation proceedings, to be held on January 4, 2022.

The adoption of Resolution 15,516 by the City Council is in accordance with the Streets and Highways Code Section 8320, which requires the City Council to review the street vacation request and adopt a Resolution of intention to vacate the right-of-way. The City Council is then required to direct the City Clerk to schedule a public hearing not less than 15 days after the initiation of proceedings in accordance with Streets and Highways Code Section 8320(b)(2).

ANALYSIS AND DISCUSSION

The process for a right-of-way vacation is outlined in Streets and Highways Code Section 8320. Pursuant to Streets and Highways Code Section 8320, a right-of-way vacation request involves a two-step process. The first step, which occurred on December 7, 2021, requires the City Council to review the right-of-way vacation request and adopt a resolution of intention to vacate the right-of-way. The second step involves a noticed public hearing and the adoption of a resolution to vacate the property by the City Council. In accordance with Streets and Highways Code Section 8320(b)(2), the date of the public hearing shall not be less than 15 days after the initiation of proceedings, which means that the earliest the City Council could have scheduled a public hearing to consider the right-of-way vacation at a regular City Council meeting was for January 4, 2022.

The easement vacation map is included as Attachment 7, Exhibit A. Vacating the two forty (40) foot wide drainage easements, totaling approximately 24,600 square feet, located at 4050 South Saviers Road will not alter public safety, convenience, and public welfare. As this area has been developed over the intervening years, modern drainage systems have been installed within the Public Right-of-Way, and as a result, these drainage easements are no longer needed to provide adequate drainage as required pursuant to the 2030 General Plan policies, such as ICS-13.2 which requires the provision of adequate storm drain facilities. Lastly, the proposal for the vacation of these easements was reviewed by the Public Works staff and the easements were found to no longer be needed. Attachment 8 is the quitclaim that requires the Mayor's signature to vacate the drainage easements.

The proposed vacation should be reviewed in the interest of safety, convenience, and public welfare, and not for the sole benefit of the property owner. Additionally, all property vacations are to be reviewed in conformance with the General Plan. As previously mentioned, the easement vacation was reviewed by the Planning Commission who determined the appropriateness of the easement vacation on April 15, 2021.

ENVIRONMENTAL REVIEW

Pursuant to California Environmental Quality Act (Public Resources Code Sections 21000 et seq., "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations Sections 15000 et seq., the "CEQA Guidelines"), it can be seen with certainty that there is no possibility that the proposed vacation of the two forty (40) foot wide drainage easements, totaling approximately 24,600 square feet, located at 4050 South Saviers Road would have a significant effect on the environment (CEQA Guidelines Section 15061(b)(3), and staff recommends that the City Council accept a Notice of Exemption as part of the noticed public hearing and the adoption of a resolution to vacate the property by the City Council. Any subsequent improvement to the property will be separately examined in accordance with CEQA.

STRATEGIC PRIORITIES

This agenda item is a routine operational item and does not relate to the five strategic priorities adopted by the City Council on March 16, 2021.

FINANCIAL IMPACT

There is no fiscal impact associated with the vacation of these easements.

COMMITTEE OUTCOME

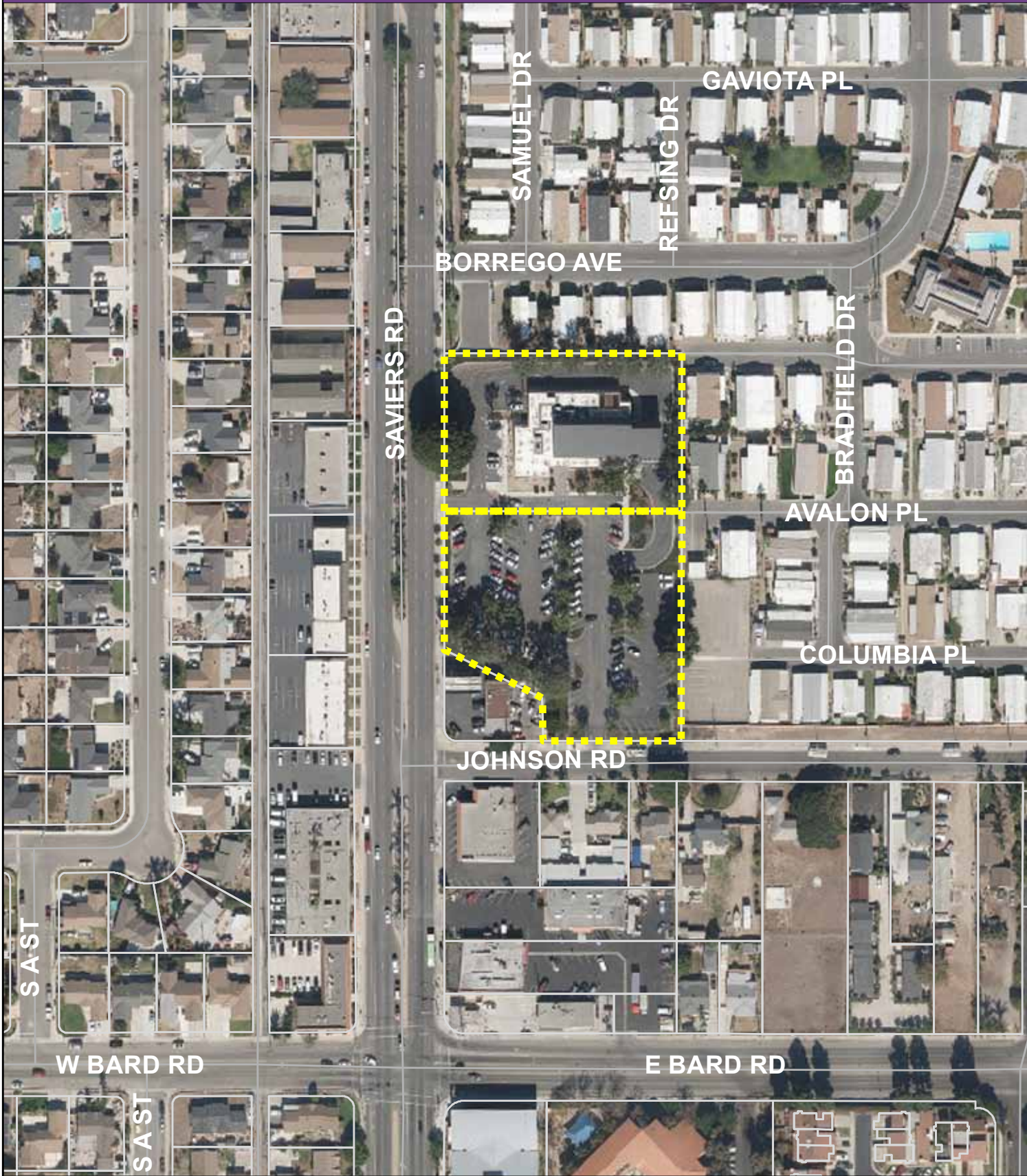
This item did not originate in Committee as this item was originated at the request of the State of California-General Services Department, and as the DMV Oxnard Field Office Easement Vacation General Plan Conformity Determination was reviewed by and a recommendation was forwarded by the Planning Commission on April 15, 2021. On December 7,

2021, the City Council adopted Resolution No. 15,516 declaring its intention to vacate two forty (40) foot wide drainage easements, totaling approximately 24,600 square feet, crossing the two parcels located at 4050 South Saviers Road.

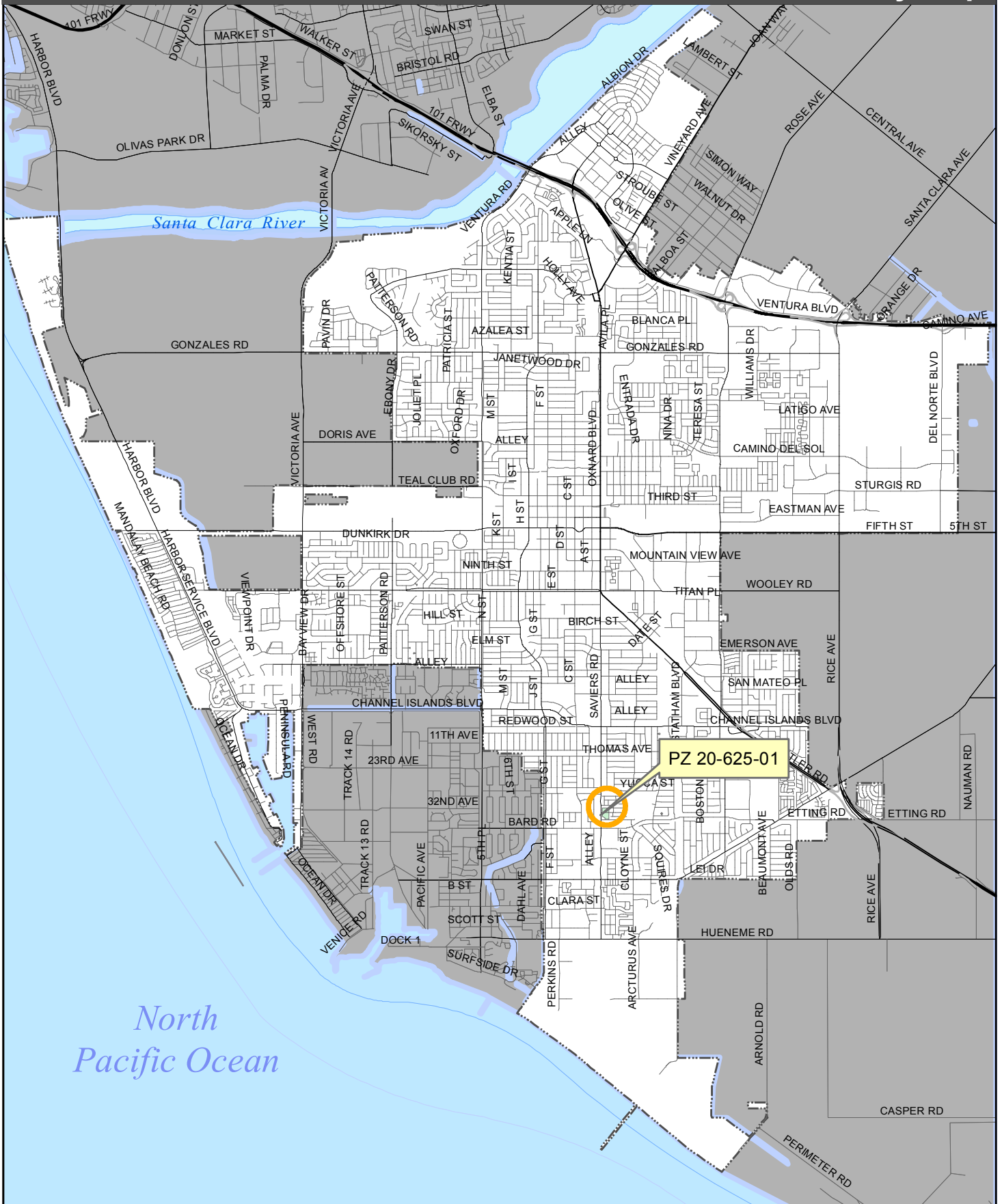
Prepared by: Joe Pearson II, Senior Planner

ATTACHMENTS

1. Attachment 1 - Maps
2. Attachment 2 - Drainage Easement Grant Deed
3. Attachment 3 - Access and Utility Map
4. Attachment 4 - County of Ventura Resolution Ordering the Dissolution of Drainage District No. 3
5. Attachment 5 - Planning Commission Resolution 2021-07
6. Attachment 6 Resolution No. 15,516
7. Attachment 7 - City Council Resolution.docx
8. Attachment 7 Exhibit A- Map of Drainage Easements
9. Attachment 8 - Draft Quitclaim Deed..docx
10. Attachment 9 - 1.4.22 CC- DMV Oxnard Field Office Drainage Easement Vacation.pptx



Vicinity Map



Zoning/Specific Plan Map



Oxnard Planning

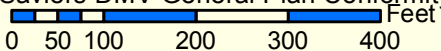
April 1, 2021

PZ 20-625-01

Location: 4050 Saviers Rd

APN: 2190110355, 2190110405

Saviers DMV General Plan Conformity



Zoning/Specific Plan Map



1:2,500

THIS INDENTURE, Made and entered into this 28th day of February, 1939, by and between FRANK FRITSCHLE and MAUDE H. FRITSCHLE, husband and wife, of Ventura County, California, herein called parties of the first part, and OXNARD DRAINAGE DISTRICT NO. 3, in the County of Ventura, State of California, a district organized under the provisions of an act of the legislature of the State of California, approved March 20, 1903, entitled, "An act to provide for the organization and government of drainage districts for the drainage of agricultural lands other than swamp and overflowed lands, and to provide for the acquisition or construction thereby of works for the drainage of the lands embraced within such districts," as the title to said act was amended by an act of said legislature, approved March 23, 1935, to read as follows: "An act to provide for the organization and government of drainage districts, for the drainage of agricultural lands other than swamp and overflowed lands, to provide for the acquisition or construction of works for the drainage of the lands embraced within such districts, and to provide for the borrowing or procuring of money from the United States or any agency thereof and entering into contracts, and for the issuance of bonds, warrants or other evidence of indebtedness for the re-payment thereof, and all acts and laws amendatory thereof, herein called the party of the second part or district,

W I T N E S S E T H

That, for a valuable consideration, the receipt whereof is hereby acknowledged, said parties of the first part do hereby grant unto said party of the second part, and to its successors and assigns for drainage purposes only, all those certain rights, privileges and easements particularly described as follows:

The perpetual right, privilege and easement to lay, install, construct, maintain and operate a drain tile line, pipe, conduit and other works necessary for the purpose of drainage in, through, across, on or over those three parcels of land, situate in the County of Ventura, State of California, hereinafter described as "Parcel A", "Parcel B" and "Parcel C" as follows:

PARCEL A:

A portion of Lot three (3) of Subdivision Forty-four (44) of Rancho El Rio de Santa Clara o' La Colonia, in said County, California, described as follows:

A parcel of land forty (40) feet wide, lying equally on each side of a line running parallel to and distant East 200 feet from the east line of Saviers Road, and extending, from the north line of Johnson Road, North 1,174 feet to a point.

PARCEL B:

A portion of said Lot Three (3) of said Subdivision Forty-four (44) described as follows:

A parcel of land forty (40) feet wide, lying equally on each side of a line running parallel to and distant North 200 feet from the North line of Johnson Road, and extending, from the east line of Saviers Road, East 2,200 feet to a point.

PARCEL C:

A portion of Subdivision Seventy-two (72) of said Rancho El Rio de Santa Clara o' La Colonia, described as follows:

A strip of land forty (40) feet wide, lying equally on each side of a line described as follows:

Beginning at a point on the north line of Etting Road, distant 600.00 feet easterly thereon from the prolongation northerly of the east line of Olds Road; and running, thence,

1st: North 25.00 feet; and thence,

2nd: West, parallel to the north line of Etting Road, 200.00 feet, more or less, to the land of H. S. Philbrook.

TO HAVE AND TO HOLD said rights, privileges and easements unto said party of the second part, its successors and assigns, forever.

IN WITNESS WHEREOF said parties of the first part have hereunto set their hands as of the day and year hereinabove first written.

FRANK FRITSCHLE
MAUDE H. FRITSCHLE

STATE OF CALIFORNIA) ss
County of Ventura)

On this 11th day of March, 1939, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared FRANK FRITSCHLE and MAUDE H. FRITSCHLE, husband and wife, personally known to me to be the persons described in, and whose names are

subscribed to the within instrument and acknowledged to me that they executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, the day and year first above written.

(NOTARIAL SEAL)
(VENTURA CO.)

EMERSON TUCKER
NOTARY PUBLIC
in and for said County and State.

RESOLUTION

RESOLVED by the Board of Directors of Oxnard Drainage District No. 3, Ventura County, California, that the foregoing right of way deed, made by FRANK FRITSCHLE, et ux., and dated February 28, 1939, be, and the same hereby is, accepted by said District, and that the same be recorded in the office of the County Recorder of Ventura County, California.

STATE OF CALIFORNIA)
County of Ventura) ss

I, HENRY C. DOWNES, do hereby certify as follows:

That at all times mentioned in the foregoing resolution, and at all times since the organization of Oxnard Drainage District No. 3, Ventura County, California, I have been, and now am, the duly qualified and acting secretary of said District, and of the Board of Directors thereof;

That the foregoing is a full, true and correct copy of resolution which was adopted by the Board of Directors of said District at a special meeting held by said board duly called for, convened and held on Saturday, the 8th day of June, 1940; and,

That said resolution was adopted by the unanimous vote of all of the directors of said District, present at said meeting, and that the same has not been revoked or modified in any manner whatsoever, and the same now remains in full force and effect;

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of said District and of said Board of Directors, and have hereto affixed the seal of said District, this 12th day of June, 1940.

(SEAL OF OXNARD DRAINAGE)
(DISTRICT)

HENRY C. DOWNES
Secretary of OXNARD DRAINAGE DISTRICT NO. 3,
and of the Board of Directors thereof

RECORDED AT REQUEST OF OXNARD DRAINAGE DIST. NO. 3, JUL 24, 1940 at 5 Min. past 9 A.M.

NO: 5886

JOHN S. LOCKE.....Recorder

I.W.

Compared by E.P.

By Olivia Montano.....Sentry

-----000-----

	DISTRICT	COUNTY	ROUTE	No. 50 SECTION
SW'y side: Sta. 111+20 to 112+00	VII	VEN	2	A
approx.				

5-12-36

Written by WOH

Checked by HST

Compared by: WOH

GRANT DEED

I, EARLY JAMES THOMPSON, who acquired title as an unmarried man, in consideration of ONE and NO/100 Dollars to me in hand paid, receipt of which is hereby acknowledged, do hereby GRANT TO the STATE OF CALIFORNIA all that real property in the County of Ventura State of California, described as:

Those portions of Lots 7 and 8 in Block 27 of Thousand Oaks Tract, shown on map thereof recorded in Book 8 at pages 73 to 79 inclusive, of Miscellaneous Records (Maps) in the office of the Recorder of said Ventura County, described as a whole as follows:

10/31/84

BOARD OF SUPERVISORS, COUNTY OF VENTURA, STATE OF CALIFORNIA

TUESDAY, OCTOBER 23, 1984, AT 8:30 O'CLOCK A. M.

402.3 ALL MEMBERS PRESENT
After holding public hearing and no persons appear to be heard,
upon motion of Supervisor Flynn, seconded by Supervisor Erickson,
and duly carried, the Board hereby approves the following matter:

county of ventura

CHIEF ADMINISTRATIVE OFFICE
Richard Wittenberg
Chief Administrative Officer

October 23, 1984

Robert C. Hirtensteiner
Assistant Chief Administrative Officer

Board of Supervisors
County of Ventura
800 South Victoria Avenue
Ventura, California 93009

Dissolution of Oxnard Drainage District No. 3

RECOMMENDATION:

It is recommended the Board:

1. Hear and receive any oral or written protests, objections or evidence made, presented or filed;
2. After consideration of any oral or written testimony, adopt the resolution ordering the dissolution of Oxnard Drainage District No. 3 without election; and
3. Direct the Clerk of the Board to provide the Local Agency Formation Commission with two certified copies of the resolution.

DISCUSSION:

The Board of Supervisors on September 25, 1984, set a public hearing for this time and place to consider the proposed dissolution of Oxnard Drainage District No. 3. The dissolution was jointly initiated by the Board of Directors of the District and the City Council of the City of Oxnard.

Board of Supervisors
October 23, 1984
Page Two

Subsequently, the Local Agency Formation Commission found the dissolution to be categorically exempt under the State CEQA Guidelines, conditionally approved the dissolution and authorized the Board of Supervisors to proceed. Provided there is no majority protest filed, the dissolution may be completed pursuant to Government Code 56360 et seq. without an election.

The LAFCO staff report is attached for the Board's information, as is a letter from William D. Fairfield, the Secretary to the Board of Directors of the District.

If you have any questions regarding this item, please call me at extension 2681.



RICHARD WITTENBERG
Chief Administrative Officer

de

cc: City of Oxnard
Oxnard Drainage District No. 3
Local Agency Formation Commission

COPIES TO:

LAFCO (2)
City of Oxnard
Auditor *Appropriator*
Board of Equalization
Recorder
Oxnard Drainage Dist.
Files (2)
Item 5
10/23/84 fw

BOARD OF SUPERVISORS, COUNTY OF VENTURA, STATE OF CALIFORNIA

TUESDAY, OCTOBER 23, 1984, AT 8:30 O'CLOCK A. M.

402.3

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF VENTURA ORDERING THE DISSOLUTION,
WITHOUT ELECTION, OF OXNARD DRAINAGE DISTRICT NO. 3

WHEREAS, the Board of Directors of the District and the City Council of the City of Oxnard in August 1984 jointly initiated proceedings to dissolve Oxnard Drainage District No. 3; and

WHEREAS, the Local Agency Formation Commission (LAFCO) on September 19, 1984 approved the proposed dissolution; and

WHEREAS, the Board of Supervisors on October 23, 1984 held a duly noticed public hearing as required by the District Reorganization Act, commencing at Government Code Section 56000; and

WHEREAS, at the hearing the Board heard and received all oral or written protests, objections or evidence which were presented or filed, including LAFCO Resolution 84-34 making determinations and the Executive Officer's staff report; and

WHEREAS, the Board of Supervisors finds the dissolution to be in the best interest of the landowners and inhabitants within the District to be dissolved and the total organization of local governmental agencies within Ventura County; and

WHEREAS, the Board of Directors of Oxnard Drainage District No. 3 has unanimously consented by resolution to the dissolution of the District;

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED as follows:

(1) The proposal has been reviewed and found to be categorically exempt from the California Environmental Quality Act.

(2) Said dissolution is hereby ordered without election.

(3) The District is found to be inhabited and this proceeding is assigned the following designation:

DISSOLUTION OF OXNARD DRAINAGE DISTRICT NO. 3

(4) The dissolution is subject to the following terms and conditions:

- (a) The City of Oxnard shall be designated as the successor agency for the purpose of succeeding to all of the rights, duties and obligations of the District being dissolved.
- (b) All monetary assets and other interests of the District (including monies due but uncollected) shall be transferred to the successor agency.
- (c) The provisions of the joint Board of Supervisors/Oxnard City Council resolution shall govern the reallocation of property tax revenues for this dissolution proceeding.

ADOPTED ON October 23, 1984

ATTEST:

RICHARD D. DEAN, County Clerk
County of Ventura, State of
California, and ex-officio
Clerk of the Board of Super-
visors thereof.

By *Ray Hillard*
Deputy Clerk

COUNTY OF VENTURA

Lisa K. Lacey
Chair, Board of Supervisors

COPIES TO:

LAFCO (2)
City of Oxnard
Auditor
Board of Equalization
Recorder
Oxnard Drainage Dist.
Files (2)
Item 5
10/23/84 fw

RESOLUTION NO. 2021-07

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD DETERMINING THAT THE CITY OF OXNARD'S PROPOSED VACATION OF EASEMENTS LOCATED AT 4050 SOUTH SAVIERS ROAD IS IN CONFORMANCE WITH THE OXNARD 2030 GENERAL PLAN PURSUANT TO SECTION 65402 OF THE GOVERNMENT CODE. FILED BY ALFREDO PALOMAR, ON BEHALF OF THE STATE OF CALIFORNIA., 707 THIRD STREET, WEST SACRAMENTO, CA 95605, ON BEHALF OF THE PROPERTY OWNER WHICH IS THE STATE OF CALIFORNIA-GENERAL SERVICES DEPARTMENT.

WHEREAS, The State of California General Services Department ("**Applicant**") submitted a request for the vacation of two drainage easements located at 4050 South Saviers Road (the "**Property**"), as shown in Exhibit 1 of this resolution, and incorporated by reference; and

WHEREAS, The City of Oxnard is the owner of record of these two easements; and

WHEREAS, The 2030 General Plan in a comprehensive, long term plan that guides land use and physical development of land within the City of Oxnard and provides policy direction regarding land uses that are intended to serve the community; and

WHEREAS, Whenever a public agency proposes to acquire, dispose, vacate or abandon any real property, California Government Code Section 65402 requires a report on conformity with the General Plan; and

WHEREAS, The subject property is designated Commercial General (CG) by the City's 2030 General Plan and is zoned General Commercial / Planned Development (C-2-PD); and

WHEREAS, The proposed vacation of these easements would conform to the City's 2030 General Plan land use designation because it is an existing office space/parking lot that will continue to be used as such. The applicant is not proposing to make any modifications to the site; and

WHEREAS, The vacation of these easements, as documented in the staff report, would be consistent General Plan policies regarding the use of the sites and would not adversely impact General Plan policies related to the provision of adequate drainage; and

WHEREAS, The vacation of these easements and the ultimate use of the parcel for office use is consistent with the land use designation on the subject site. Future use of the parcel will be required to comply with all City codes and regulations; and

WHEREAS, on April 15, 2021, the Planning Commission considered proposed vacation of real property located at 4050 South Saviers Road in light of the Oxnard 2030 General Plan and the requirements of Government Code section 65402.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF OXNARD:

SECTION 1. The Planning Commission, in accordance with Section 21065 of the California Environmental Quality Act (CEQA), finds that its determination of whether the City's proposed vacation of these easements is consistent with the Oxnard 2030 General Plan is not a "Project" for purposes of CEQA and State CEQA Guidelines since the determination does not result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment (CEQA Guidelines Section 15061(b)(3) and Section 15378(b)(5).

SECTION 2. Based on the findings set forth herein, and on the entire record before the Planning Commission and all written and oral evidence presented, including the Planning Commission Staff Report and all attachments thereto, the Planning Commission hereby determines that the proposed City's vacation of the subject easements is in conformity with the Oxnard 2030 General Plan.

SECTION 3. The Secretary shall certify the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard on this 15th day of April, 2021.



Daniel Chavez Jr., Chair

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held on the 15th day of April, 2021, and carried by the following vote:

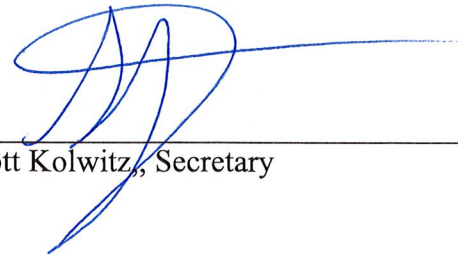
AYES: Commissioner(s): Chavez, Arruejo, Connelly, Lopez, Meyer, Sanchez

NOES: Commissioner(s):

ABSENT: Commissioner(s):

ABSTAIN: Commissioner(s):

RECUSED: Commissioner(s):



Scott Kolwitz, Secretary

**ATTACHMENT
F**

EXHIBIT 1

MAP OF DRAINAGE EASEMENTS

THIS STUDY HAS BEEN PREPARED FOR DESIGN PURPOSES

THIS SURVEY DOES NOT INCLUDE ESSENTIALS EXCEPT THOSE SPECIFICALLY DELINEATED HEREON.

IF UNDERGROUND PUBLIC UTILITIES AND OTHER SUBSTRUCTURES, ZONES, SET BACKS AND STREET ADDRESSING DATA ARE SHOWN ON THE MAP, THEY WILL BE OBTAINED FROM A GENERAL REQUEST AT THE OFFICE OF THE ENGINEER, CITY OF CHICAGO. IF THE INFORMATION IS AVAILABLE TO THE ACCURACY, COUNTER AND FOR OTHER SOURCES OF CORRELATION AND ANY USER OF SAID INFORMATION IS URGED TO CONTACT THE UTILITY OR LOCAL AGENCY DIRECTLY.

EXTENDED COVERAGE POLICY OF HILL INSURANCE.

THIS SURVEY DOES NOT INCLUDE ENTRIES EXCEPT THOSE INDICATED BY THE FOLLOWING: (1) UNDERGROUND PUBLIC UTILITIES AND OTHER SUBSTRUCTURES, ZONES, SET BACK AND STREET MARKING DATA ARE SHOWN HEREON. IT IS FOR INFORMATION ONLY, HAVING BEEN OBTAINED FROM A GENERAL REGISTRATION AT THE LOCAL AGENCY'S PUBLIC WORKS DEPARTMENT. NO REPRESENTATION IS MADE AS TO THE ACCURACY, COMPLETENESS OR CORRECTNESS OF THE INFORMATION. (2) COUNTER AND/OR OTHER SOURCES NOT CONNECTED WITH THIS COMPANY. NO REPRESENTATION IS MADE AS TO THE ACCURACY, COMPLETENESS OR CORRECTNESS OF THE INFORMATION. (3) ANY USER OF SAID INFORMATION IS URGED TO CONTACT THE UTILITY OR LOCAL AGENCY DIRECTLY.

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ONDANO, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:
 PARCELS "A" IN THE CITY OF DOWD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS SHOWN ON THE PARCEL MAP FILED IN BOOK 11, PAGE 23 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, EXCEPT THE SOUTHERLY 250.28 FEET MEASURED ALONG THE EASTERLY LINE, ALSO EXCEPT THE INTEREST IN THE OIL AND MINERALS, AS RESUMED BY FRANK FRISCHELL, A MARRIED MAN, IN DEED RECORDED JULY 7, 1959 IN BOOK 1754 PAGE 970, OF THE COUNTY RECORDER.

[illegible]

BOUNDARY LINES	LEGAL DESCRIPTION
WERE ESTABLISHED FROM RECORDED CITY, COUNTY, AND/OR PRIVATE SURVEY MONUMENTS WHOSE CHARACTER AND SOURCE ARE SHOWN ON THE MAP.	FROM INFORMATION SUPPLIED BY CLIENT, USUALLY A TITLE POLICY OR TITLE REPORT.
PAYABLE EASEMENTS ARE SHOWN HEREIN FROM AN OWNER SUFFERING TITLE REPORT. NON-PAYABLE EASEMENTS ARE SHOWN HEREIN FROM A CHAIN OF TITLE REPORT. LOCATIONS OF ANY OTHER EASEMENTS ARE NOT SHOWN UNLESS SPECIFICALLY REQUESTED. LOCATIONS OF ANY OTHER EASEMENTS ARE NOT SHOWN UNLESS SPECIFICALLY REQUESTED.	LOCATIONS OF ANY OTHER EASEMENTS ARE NOT SHOWN UNLESS SPECIFICALLY REQUESTED.
TITLE REPORT.	CHICAGO TITLE COMPANY PRELIMINARY TITLE REPORT NO. 00002298-174-12-00 CLTA HAVING AN EFFECTIVE DATE OF JUNE 4, 2016.

INDICATES TITLE REPORT EXCEPTION NUMBER

THE BEARING N 00°33'31" W OF THE CENTERLINE OF SAMVERS ROAD AS SHOWN ON PARCEL MAP 77-29, RECORDED IN BOOK 11, PAGE 23 INCLUSIVE, OF MAPS, RECORDS OF LOS ANGELES COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS SURVEY, AS SHOWN ON PARCEL MAP FILED IN BOOK 11, PAGE 23

BASIS OF BEARINGS

AREA BASED UPON MEASURED BEARINGS AND DISTANCES AS SHOWN HEREON, THE AREA IS:
131,742.4 SQUARE FEET OR 3.02 ACRES

TOPOGRAPHY BY GROUND SURVEY METHODS AND COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS
CONTOUR INTERVAL 1 FOOT

THE INVESTIGATION OF SUBSURFACE UTILITIES HAS BEEN PERFORMED USING ELECTRO-MAGNETIC RADAR DETECTION (EMRD) IN WY 2004. THE RESULTS OF THE INVESTIGATION ARE SHOWN IN THE ATTACHED MAP. THE RESULTS OF THE INVESTIGATION WERE AS FOLLOWS:

1. A 100' LONG ANTENNA WAS USED TO LOCATE AND IDENTIFY ALL KNOWN AND SUSPECTED OFF-ROAD MARKERS. THE DETECTED UTILITIES WERE GENERALLY CORRELATED WITH QUANTITY LEVEL 4 AS DEFINED IN ASCE 302. STANDARD GUIDELINE FOR THE COLLECTION AND DETECTION OF EXISTING SUBSURFACE UTILITY DATA. PAINT MARKS INDICATING THESE LOCATIONS HAD BEEN WORN OFF THIS SURVEY.

2. AN EASEMENT GRANTED TO DENARD DRUMMOND DISTRICT NO. 2 FOR DRAIN TILE LINE, PIPE, CONDUIT AND OTHER WORKS LOCATED ALONG THE WEST SIDE OF THE ROAD, APPROXIMATELY 10' FROM THE ROAD, WAS DETECTED AND LOCATED ON JULY 24, 2004 IN BLOCK 37B, PAGE 480. OF OFFICIAL RECORDS AFFECTING A 30' OF ROAD ACROSS A PORTION OF SAID LAND.

3. A 6" DRAIN TILE

WAVES OF ANY CLAIMS FOR DAMAGES TO SAID LAND BY REASON OF THE LOCATION, CONSTRUCTION, LANDSCAPING OF
MAINTENANCE OF THE STREET OR HIGHWAY ADJOINING SAID LAND, AS CONTAINED IN THE DEED TO STATE OF CALIFORNIA
RECORDED APRIL 13, 1981 RECORDING NO. IN BOOK 1988 PAGE 54, OF OFFICIAL RECORDS AFFECTS: PARCEL 1.

① NOT PLOTTABLE

WAVER OF ANY CLAIMS FOR DAMAGES TO SAID LAND BY REASON OF THE LOCATION, CONSTRUCTION, LANDSCAPING OR
 MAINTENANCE OF THE STREET OR HIGHWAY ADJOINING SAID LAND, AS CONTAINED IN THE DEED TO COUNTY/CITY/STATE:
 STATE OF CALIFORNIA RECORDING DATE: JUNE 27, 1981 RECORDING NO. IN BOOK 2015 PAGE 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1050, 1051, 1052, 1053, 1054, 1055, 1056, 1057, 1058, 1059, 1060, 1061, 1062, 1063, 1064, 1065, 1066, 1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074, 1075, 1076, 1077, 1078, 1079, 1080, 1081, 1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1090, 1091, 1092, 1093, 1094, 1095, 1096, 1097, 1098, 1099, 1100, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110, 1111, 1112, 1113, 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121, 1122, 1123, 1124

EFFECT OF
 (A) NOT PLANTABLE
 AFFECTS: PARCEL II
 EASMENT(S) GRANTED TO SOUTHERN CALIFORNIA Edison COMPANY FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERE TO, AS GRANTED IN A DOCUMENT: PURPOSE: PUBLIC UTILITIES RECORDING DATE: JUNE 27, 1978
 LOCATION: 425 FEET OF THE EAST AND WEST BOUNDARIES OF SAID LAND, OF THE EASMENT AREA AS SHOWN ON THE EASMENT DOCUMENT SHOWN HEREIN ABOVE. REFERENCE IS HERETO MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

5 PLOTTED HEREON.

WATERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED: NOTICE OF LAND USE RESTRICTIONS AND CONDITIONS
SAYING: RECORDING DATE: NOVEMBER 8, 1989 RECORDING NO. 89-178548, OF OFFICIAL RECORDS REFERENCE IS HEREBY MADE TO
SAID DOCUMENT FOR FULL PARTICIPANTS.

⑥ NOT PLOTTABLE

[illegible]

PSOMAS

TOPOGRAPHIC SURVEY FOR
DEPAR
IN THE CITY OF OXNARD

DATE	JUL 00, 2018	INLET	1
SCALE	1" = 30'		2
PROJECT NUMBER	1CAL-010102		

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 15,516

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD DECLARING ITS INTENTION TO VACATE TWO FORTY (40) FOOT WIDE DRAINAGE EASEMENTS, TOTALING APPROXIMATELY 24,600 SQUARE FEET, LOCATED AT 4050 SOUTH SAVIERS ROAD, AND DIRECTING THE CITY CLERK TO SET A TIME AND PLACE FOR A PUBLIC HEARING PURSUANT TO CHAPTER 3, PART 3, DIVISION 9 OF THE STREETS AND HIGHWAYS CODE FOR THE CITY COUNCIL TO CONSIDER THE PROPOSED EASEMENT VACATION. FILED BY ALFREDO PALOMAR, ON BEHALF OF THE STATE OF CALIFORNIA., 707 THIRD STREET, WEST SACRAMENTO, CA 95605, ON BEHALF OF THE PROPERTY OWNER WHICH IS THE STATE OF CALIFORNIA-GENERAL SERVICES DEPARTMENT.

WHEREAS, the State of California General Services Department (“Applicant”) submitted a request for the vacation of two drainage easements located at 4050 South Saviers Road (the “Property”), as shown in Exhibit A of this resolution, and incorporated by reference; and

WHEREAS, the 2030 General Plan in a comprehensive, long term plan that guides land use and physical development of land within the City of Oxnard and provides policy direction regarding land uses that are intended to serve the community; and

WHEREAS, whenever a public agency proposes to acquire, dispose, vacate or abandon any real property, California Government Code Section 65402 requires a report on conformity with the General Plan; and

WHEREAS, the subject property is designated Commercial General (CG) by the City’s 2030 General Plan and is zoned General Commercial / Planned Development (C-2-PD); and

WHEREAS, the proposed vacation of two drainage easements located at 4050 South Saviers Road, as documented in the Planning Commission’s staff report dated April 15, 2021, would conform to the City’s 2030 General Plan land use designation because it is an existing office space/parking lot that will continue to be used as such. The applicant is not proposing to make any modifications to the site; and

WHEREAS, the proposed vacation of two drainage easements located at 4050 South Saviers Road, and the ultimate use of the parcel for office use is consistent with the land use designation on the subject site. Future use of the parcel will be required to comply with all City codes and regulations; and

WHEREAS, the Planning Commission of the City of Oxnard reviewed the vacation request at its regular meeting of April 15, 2021 in accordance with Government Code section 65402 and determined that the vacation is consistent with the goals and policies of the City’s

adopted General Plan and recommended that the City Council consider and approve the easement vacation request.

WHEREAS, on December 7, 2021, the City Council of the City of Oxnard reviewed the right-of-way vacation request in accordance with the general vacation procedures contained in the Streets and Highways Code Section 8320 and adopted Resolution 15-484 to declare its intention to vacate the subject right-of-way. The City Council set the request for a public hearing on Tuesday, January 4, 2022 at 6:00 p.m. at the City Council Chambers of the City of Oxnard located at 305 West Third Street in Oxnard, California.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OXNARD:

SECTION 1. The City Council, pursuant to California Environmental Quality Act (Public Resources Code Sections 21000 et seq., “CEQA”) and the regulations promulgated thereunder (14 California Code of Regulations Sections 15000 et seq., the “CEQA Guidelines”), finds that it can be seen with certainty that there is no possibility that the proposed vacation of the two forty (40) foot wide drainage easements, totaling approximately 24,600 square feet, located at 4050 South Saviers Road would have a significant effect on the environment (CEQA Guidelines Section 15061(b)(3).

SECTION 2. It is the intention of the City Council of the City of Oxnard to vacate two forty (40) foot wide drainage easements, totaling approximately 24,600 square feet, located at 4050 South Saviers Road. The City Council hereby directs the City Clerk to schedule a public hearing in accordance with the vacation procedures contained in California Streets and Highway Code Section 8300 *et seq.* to be held on Tuesday, January 4, 2022, at 6:00 p.m. at the at the City Council Chambers of the City of Oxnard located at 305 West Third Street in Oxnard, California. At this hearing, all interested parties may introduce evidence and testimony pertaining to the proposed street vacation.

SECTION 3. The map attached hereto as Exhibit “A” shows the approximate area to be vacated and shall be on file in the office of the City Clerk located at 300 West Third Street, Fourth Floor, Oxnard, California 93030.

SECTION 4. The City Clerk shall schedule and notice a public hearing in compliance with Streets and Highway Code sections 8320, 8322 and 8323, at which time all persons interested in or objecting to the proposed vacation may be heard and present evidence.

SECTION 5. The City Clerk’s office is directed to publish and post notice of this proposed vacation in accordance with sections 8322 and 8323 of the California Streets and Highways Code.

SECTION 6. The City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Oxnard on this 7th day of December, 2021, by the following vote:

AYES: Councilmembers Basua, Lopez, MacDonald, Madrigal, Perello, Teran and Zaragoza.

NOES: None.

ABSENT: None.

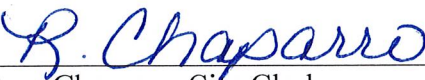
ABSTAIN: None.

RECUSE: None.



John Zaragoza, Mayor

ATTEST:



Rose Chaparro, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, City Attorney

EXHIBIT

A Street Vacation Maps

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE VACATION OF TWO FORTY (40) FOOT WIDE DRAINAGE EASEMENTS, TOTALING APPROXIMATELY 24,600 SQUARE FEET, LOCATED AT 4050 SOUTH SAVIERS ROAD (APN 219-0-110-355 and 219-0-110-405); AND AUTHORIZING THE MAYOR TO SIGN THE QUITCLAIM DEED ASSOCIATED WITH THE SUBJECT PARCELS. FILED BY ALFREDO PALOMAR, ON BEHALF OF THE STATE OF CALIFORNIA., 707 THIRD STREET, WEST SACRAMENTO, CA 95605, ON BEHALF OF THE PROPERTY OWNER WHICH IS THE STATE OF CALIFORNIA-GENERAL SERVICES DEPARTMENT.

WHEREAS, The State of California General Services Department (“Applicant”) submitted a request for the vacation of two drainage easements located at 4050 South Saviers Road (the “Property”), as shown in Exhibit A of this resolution, and incorporated by reference; and

WHEREAS, The 2030 General Plan in a comprehensive, long term plan that guides land use and physical development of land within the City of Oxnard and provides policy direction regarding land uses that are intended to serve the community; and

WHEREAS, Whenever a public agency proposes to acquire, dispose, vacate or abandon any real property, California Government Code Section 65402 requires a report on conformity with the General Plan; and

WHEREAS, The subject property is designated Commercial General (CG) by the City’s 2030 General Plan and is zoned General Commercial / Planned Development (C-2-PD); and

WHEREAS, The proposed vacation of two drainage easements located at 4050 South Saviers Road, as documented in the Planning Commission’s staff report dated April 15, 2021, would conform to the City’s 2030 General Plan land use designation because it is an existing office space/parking lot that will continue to be used as such. The applicant is not proposing to make any modifications to the site; and

WHEREAS, The proposed vacation of two drainage easements located at 4050 South Saviers Road, and the ultimate use of the parcel for office use is consistent with the land use designation on the subject site. Future use of the parcel will be required to comply with all City codes and regulations; and

WHEREAS, the Planning Commission of the Oxnard reviewed the vacation request at its regular meeting of April 15, 2021 in accordance with Government Code section 65402 and determined that the vacation is consistent with the goals and policies of the City’s adopted

General Plan and recommended that the City Council consider and approve the easement vacation request; and

WHEREAS, on December 7, 2021, the City Council of the City of Oxnard reviewed the right-of-way vacation request in accordance with the general vacation procedures contained in the Streets and Highways Code Section 8320 and adopted Resolution XXX to declare its intention to vacate the subject right-of-way. The City Council set the request for a public hearing on Tuesday, January 4, 2022 at 6:00 p.m. at the at the City Council Chambers of the City of Oxnard located at 305 West Third Street in Oxnard, California.; and

WHEREAS, on January 4, 2022, the City Council of the City of Oxnard conducted a public hearing for the requested vacation of the two drainage easements located at 4050 South Saviers Road, which was duly noticed, and at which time all persons desiring to be heard were heard; and

WHEREAS, evidence was submitted and considered to include without limitation: plans submitted by the Applicant; written information submitted with the application; oral testimony from Staff, the applicant, and the public; staff report, dated January 4, 2022, which was incorporated by this reference as though fully set forth herein; and additional information submitted during the hearing; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OXNARD:

SECTION 1. The City Council, pursuant to California Environmental Quality Act (Public Resources Code Sections 21000 et seq., “CEQA”) and the regulations promulgated thereunder (14 California Code of Regulations Sections 15000 et seq., the “CEQA Guidelines”), finds that it can be seen with certainty that there is no possibility that the proposed vacation of the two forty (40) foot wide drainage easements, totaling approximately 24,600 square feet, located at 4050 South Saviers Road would have a significant effect on the environment (CEQA Guidelines Section 15061(b)(3).

SECTION 2. That the City Council of the City of Oxnard does hereby vacate the two forty (40) foot wide drainage easements, totaling approximately 24,600 square feet, located at 4050 South Saviers Road.

SECTION 3. The map attached hereto as Exhibit “A” shows the easements to be vacated and shall be on file in the office of the City Clerk located at 300 West Third Street, Fourth Floor, Oxnard, California 93030.

SECTION 4. The Mayor is hereby authorized to sign the quitclaim deed associated with this request and any additional documentation necessary to facilitate the vacation of the easements referenced in this Resolution.

SECTION 5. The City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Oxnard on this 4th day of January, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

John Zaragoza, Mayor

ATTEST: _____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

EXHIBIT

A Map of Drainage Easements

SURVEYOR'S NOTES:

- THIS SURVEY HAS BEEN PREPARED FOR DESIGN PURPOSES
1. BEFORE USING THIS MAP FOR DESIGN PURPOSES, ALL EASEMENT OF RECORD AND SETBACK LINES DEFINED IN COVENANTS, DEEDS, EASEMENTS, ETC., MUST BE OBTAINED FROM THE RECORDS OF THE COUNTY OF OXNARD, CALIFORNIA. IF THE CLIENT IS UNABLE TO OBTAIN ANY OF THE NECESSARY RECORDS, THE CLIENT MUST BE ADVISED OF THIS FACT IN WRITING. THE CLIENT'S RESPONSIBILITY IS TO OBTAIN ALL NECESSARY RECORDS AND TO VERIFY THE ACCURACY OF THE INFORMATION CONTAINED THEREIN.
2. EXTENDED COVERAGE POLICY OF TITLE INSURANCE
3. THIS SURVEY DOES NOT INCLUDE EASEMENTS EXCEPT THOSE SPECIFICALLY DELINEATED HEREON.
4. IF UNDERGROUND PUBLIC UTILITIES AND OTHER SUBSTRUCTURES, ZONES, SET BACKS AND STREET MARKING DATA ARE SHOWN HEREON, IT IS FOR INFORMATION ONLY, HAVING BEEN OBTAINED FROM A GENERAL REQUEST AT THE LOCAL AGENCY'S PUBLIC CURRENCY, OR COMPLETENESS OF SAID INFORMATION AND ANY USE OF SAID INFORMATION IS USED TO CONTACT THE UTILITY OR LOCAL AGENCY DIRECTLY.

LEGAL DESCRIPTION:

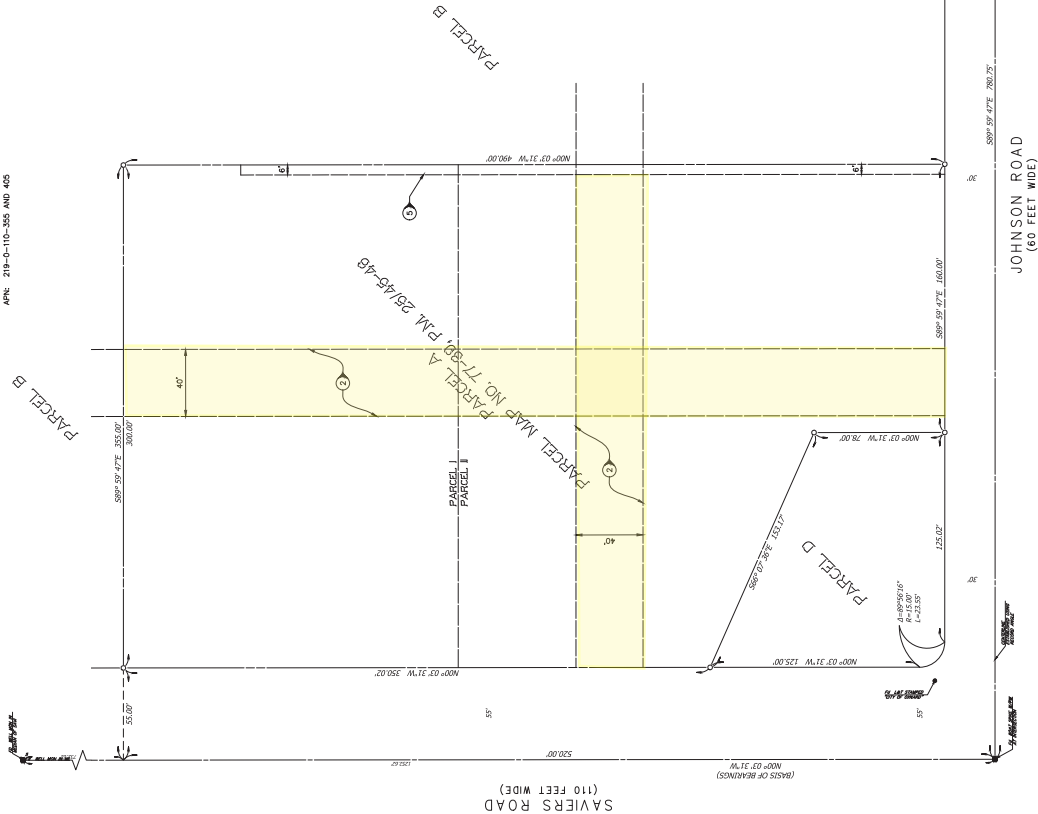
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF OXNARD, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL I: BEING THAT PORTION OF PARCEL 1, AS SHOWN ON MAP NO. 11, OF THE COUNTY OF OXNARD, CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 23, OF THE OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL II: BEING THAT PORTION OF PARCEL 1, AS SHOWN ON MAP NO. 11, OF THE COUNTY OF OXNARD, CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 23, OF THE OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL I: BEING THAT PORTION OF PARCEL 1, AS SHOWN ON MAP NO. 11, OF THE COUNTY OF OXNARD, CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 23, OF THE OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL II: BEING THAT PORTION OF PARCEL 1, AS SHOWN ON MAP NO. 11, OF THE COUNTY OF OXNARD, CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 23, OF THE OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:



PROJECT NO.	1100 188
DATE	01-JUN-89
BY	PSOMAS
CHECKED BY	PSOMAS
APPROVED BY	PSOMAS
DATE	01-JUN-89
PROJECT NO.	1100 188
DATE	01-JUN-89
BY	PSOMAS
CHECKED BY	PSOMAS
APPROVED BY	PSOMAS
DATE	01-JUN-89

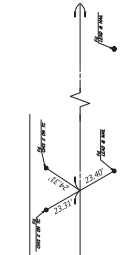
PSOMAS
22220 Tuleville Lane, Suite 190
Ventura, CA 93003
(805) 218-4000 (661) 775-2718 fax
www.psomas.com

TOPOGRAPHIC SURVEY FOR:
DEPARTMENT OF MOTOR VEHICLES
IN THE CITY OF OXNARD
COUNTY OF VENTURA
STATE OF CALIFORNIA

JUL 09, 2018	1
1" = 30'	2
10A10102	

COMMENTS:

- BOUNDARY LINES WERE ESTABLISHED FROM RECORDED CITY, COUNTY, AND/OR PRIVATE SURVEY MONUMENTS WHOSE CHARACTER AND SOURCE ARE SO NOTED ON THE SURVEY.
- LEGAL DESCRIPTION FROM INFORMATION SUPPLIED BY CLIENT, USUALLY A TITLE POLICY OR TITLE REPORT.
- EASEMENTS PLOTTABLE EASEMENTS ARE SHOWN HEREON FROM AN OWNER SUPPLIED TITLE REPORT; NON-PLOTTABLE EASEMENTS ARE SHOWN HEREON FROM A RESEARCHED TITLE REPORT. RESEARCHED EASEMENTS ARE SHOWN HEREON FROM A RESEARCHED LEGAL COUNSEL. BE RETAINED TO REPORT ON TITLE PAPERS IN THEIR ENTIRETY.
- TITLE REPORT CHICAGO TITLE COMPANY PRELIMINARY TITLE REPORT NO. 00092288-894-172-08 CLTA HAVING AN EFFECTIVE DATE OF JUNE 4, 2018.
- INDICATES TITLE REPORT EXCEPTION NUMBER 11, PAGE 23, INCLUSIVE OF MAP RECORDS OF LOS ANGELES COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS SURVEY, AS SHOWN ON THE PARCEL MAP FILED IN BOOK 11, PAGE 23.
- BASED UPON MEASURED BEARINGS AND DISTANCES AS SHOWN HEREON, THE AREA IS: 131,742.4 SQUARE FEET OR 3.02 ACRES
- BY GROUND SURVEY METHODS AND COMPLETES WITH NATIONAL MAP ACCURACY STANDARDS.
- TOPOGRAPHY 1 FOOT
- CONTOUR INTERVAL 1 FOOT
- UTILITIES THE LOCATION OF SUBSURFACE UTILITIES HAS BEEN PERFORMED UTILIZING ELECTRO-MAGNETIC RADIO DETECTION (EMRD) TO WATT TRANSMITTERS AND RECEIVERS, 300' 5/16" TRACEABLE JAMESON RODDERS, A CESS-AROUND PENETRATING RADAR UNIT (CPRU), AND A GROUND PENETRATING RADAR (GPR) UNIT. THE LOCATION OF UTILITIES HAS BEEN VERIFIED BY EXISTING SUBSURFACE UTILITY DATA. PAINT MARKS INDICATING THOSE LOCATIONS HAVE BEEN MARKED ON THIS SURVEY. EXISTING SUBSURFACE UTILITY DATA, PAINT MARKS INDICATING THOSE LOCATIONS HAVE BEEN MARKED ON THIS SURVEY. NECESSARY FOR THE PURPOSE OF GRANTING AND RIGHTS IN INCIDENTAL THEREIN, AS SHOWN IN A DOCUMENT RECORDED IN BOOK 11, PAGE 23, INCLUSIVE OF MAP RECORDS OF LOS ANGELES COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS SURVEY, AS SHOWN ON THE PARCEL MAP FILED IN BOOK 11, PAGE 23.
- EFFECT OF ① NOT PLOTTABLE
- EFFECT OF ② NOT PLOTTABLE
- EFFECT OF ③ NOT PLOTTABLE
- EFFECT OF ④ NOT PLOTTABLE
- EFFECT OF ⑤ NOT PLOTTABLE
- EFFECT OF ⑥ NOT PLOTTABLE



JOHNSON ROAD
(60 FEET WIDE)

SAVIERS ROAD
(110 FEET WIDE)

PARCEL A (PM 26145-48)

PARCEL B (PM 26145-48)

PARCEL C (PM 26145-48)

PARCEL D (PM 26145-48)

PARCEL E (PM 26145-48)

PARCEL F (PM 26145-48)

PARCEL G (PM 26145-48)

RECORDING REQUESTED BY:
CALIFORNIA DEPARTMENT OF GENERAL SERVICES

WHEN RECORDED MAIL TO:

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION
ATTN: RPSS TRANSACTION REVIEW
707 THIRD STREET, 5TH FLOOR
WEST SACRAMENTO, CA 95605

OFFICIAL STATE BUSINESS – EXEMPT FROM RECORDING FEES PURSUANT TO GOVERNMENT CODE SECTION 6103 AND DOCUMENTARY TRANSFER TAX PURSUANT TO REVENUE AND TAXATION CODE SECTION 11922	SPACE ABOVE THIS LINE FOR RECORDER'S USE								
QUITCLAIM DEED	AGENCY: Department of Motor Vehicles PROJECT: Oxnard Field Office FILE: AS18011 PROJECT No.: DGS000000000002765								
	APN: A portion of 219-0-110-355 and 219-0-110-405, County of Ventura								
The CITY OF OXNARD, a California municipal corporation, does hereby REMISE, RELEASE AND QUITCLAIM to the STATE OF CALIFORNIA, its successors and assigns, any and all of its right, title, interest, and claim in and to that portion of the real property situated in the State of California, County of Ventura, as described in the Indenture, recorded on July 24, 1940 in Book 576 Page 480 of the County of Ventura Official Records attached as Exhibit "A", consisting of two (2) pages, by this reference made a part hereof, and depicted on the attached Exhibit "B", consisting of one (1) page. <table border="0"><tr><td data-bbox="115 1417 764 1491">DATE: _____</td><td data-bbox="764 1417 1515 1491">CITY OF OXNARD A CALIFORNIA MUNICIPAL CORPORATION</td></tr><tr><td colspan="2" data-bbox="115 1564 1515 1648">BY: _____ JOHN ZARAGOZA, MAYOR</td></tr><tr><td data-bbox="115 1711 764 1753">APPROVED AS TO FORM</td><td data-bbox="764 1711 1515 1753">ATTEST</td></tr><tr><td data-bbox="115 1837 764 1921">BY: _____ STEPHEN M. FISCHER, CITY ATTORNEY</td><td data-bbox="764 1837 1515 1921">BY: _____ ROSE CHAPARRO, CITY CLERK</td></tr></table>		DATE: _____	CITY OF OXNARD A CALIFORNIA MUNICIPAL CORPORATION	BY: _____ JOHN ZARAGOZA, MAYOR		APPROVED AS TO FORM	ATTEST	BY: _____ STEPHEN M. FISCHER, CITY ATTORNEY	BY: _____ ROSE CHAPARRO, CITY CLERK
DATE: _____	CITY OF OXNARD A CALIFORNIA MUNICIPAL CORPORATION								
BY: _____ JOHN ZARAGOZA, MAYOR									
APPROVED AS TO FORM	ATTEST								
BY: _____ STEPHEN M. FISCHER, CITY ATTORNEY	BY: _____ ROSE CHAPARRO, CITY CLERK								

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EXHIBIT "A"
LEGAL DESCRIPTION
PAGE 1 OF 2

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THIS INDENTURE, made and entered into this 28th day of February, 1939, by and between FRANK FRITSCHLE and MAUDE H. FRITSCHLE, husband and wife, of Ventura County, California, herein called parties of the first part, and OSWALD DRAINAGE DISTRICT NO. 3, in the County of Ventura, State of California, a district organized under the provisions of an act of the legislature of the State of California, approved March 20, 1903, entitled, "An act to provide for the organization and government of drainage districts for the drainage of agricultural lands other than swamp and overflowed lands, and to provide for the acquisition or construction thereby of works for the drainage of the lands embraced within such districts," as the title to said act was amended by an act of said legislature, approved March 23, 1935, to read as follows: "An act to provide for the organization and government of drainage districts, for the drainage of agricultural lands other than swamp and overflowed lands, to provide for the acquisition or construction of works for the drainage of the lands embraced within such districts, and to provide for the borrowing or procuring of money from the United States or any agency thereof and entering into contracts, and for the issuance of bonds, warrants or other evidence of indebtedness for the repayment thereof, and all acts and laws amendatory thereof, herein called the party of the second part or district,

WITNESSETH

That, for a valuable consideration, the receipt whereof is hereby acknowledged, said parties of the first part do hereby grant unto said party of the second part, and to its successors and assigns for drainage purposes only, all those certain rights, privileges and easements particularly described as follows:

The perpetual right, privilege and easement to lay, install, construct, maintain and operate a drain tile line, pipe, conduit and other works necessary for the purpose of drainage in, through, across, on or over those three parcels of land, situate in the County of Ventura, State of California, hereinafter described as "Parcel A", "Parcel B" and "Parcel C" as follows:

PARCEL A:

A portion of Lot three (3) of Subdivision Forty-four (44) of Rancho El Rio de Santa Clara o' La Colonia, in said County, California, described as follows:

A parcel of land forty (40) feet wide, lying equally on each side of a line running parallel to and distant East 200 feet from the east line of Saviers Road, and extending, from the north line of Johnson Road, North 1,174 feet to a point.

PARCEL B:

A portion of said Lot Three (3) of said Subdivision Forty-four (44) described as follows:

A parcel of land forty (40) feet wide, lying equally on each side of a line running parallel to and distant North 200 feet from the North line of Johnson Road, and extending, from the east line of Saviers Road, East 2,200 feet to a point.

PARCEL C:

A portion of Subdivision Seventy-two (72) of said Rancho El Rio de Santa Clara o' La Colonia, described as follows:

A strip of land forty (40) feet wide, lying equally on each side of a line described as follows:

Beginning at a point on the north line of Etting Road distant 600.00 feet easterly thereon from the prolongation northerly of the east line of Olds Road; and running, thence,

1st: North 25.00 feet; and thence,

2nd: West, parallel to the north line of Etting Road, 200.00 feet, more or less, to the land of H. S. Philbrook.

TO HAVE AND TO HOLD said rights, privileges and easements unto said party of the second part, its successors and assigns, forever.

IN WITNESS WHEREOF said parties of the first part have hereunto set their hands as of the day and year hereinabove first written.

FRANK FRITSCHLE
MAUDE H. FRITSCHLE

STATE OF CALIFORNIA) ss
County of Ventura)

On this 11th day of March, 1939, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared FRANK FRITSCHLE and MAUDE H. FRITSCHLE, husband and wife, personally known to me to be the persons described in, and whose names are

EXHIBIT "A"
LEGAL DESCRIPTION
PAGE 2 OF 2

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subscribed to the within instrument and acknowledged to me that they executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, the day and year first above written.

(NOTARIAL SEAL)
(VENTURA CO.)

EMERSON TUCKER
NOTARY PUBLIC
in and for said County and State.

RESOLUTION

RESOLVED by the Board of Directors of Oxnard Drainage District No. 3, Ventura County, California, that the foregoing right of way deed, made by FRANK FRITSCHLE, et ux., and dated February 28, 1939, be, and the same hereby is, accepted by said District, and that the same be recorded in the office of the County Recorder of Ventura County, California.

STATE OF CALIFORNIA)
County of Ventura) ss

I, HENRY C. DOWNES, do hereby certify as follows:

That at all times mentioned in the foregoing resolution, and at all times since the organization of Oxnard Drainage District No. 3, Ventura County, California, I have been, and now am, the duly qualified and acting secretary of said District, and of the Board of Directors thereof;

That the foregoing is a full, true and correct copy of resolution which was adopted by the Board of Directors of said District at a special meeting held by said board duly called for, convened and held on Saturday, the 8th day of June, 1940; and,

That said resolution was adopted by the unanimous vote of all of the directors of said District, present at said meeting, and that the same has not been revoked or modified in any manner whatsoever, and the same now remains in full force and effect;

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of said District and of said Board of Directors, and have hereto affixed the seal of said District, this 12th day of June, 1940.

(SEAL OF OXNARD DRAINAGE)
(DISTRICT)

HENRY C. DOWNES
Secretary of OXNARD DRAINAGE DISTRICT NO. 3,
and of the Board of Directors thereof

RECORDED AT REQUEST OF OXNARD DRAINAGE DIST. NO. 3, JUL 24, 1940 at 5 Min. past 9 A.M.

NO: 5886

I.W.

Compared by E.P.

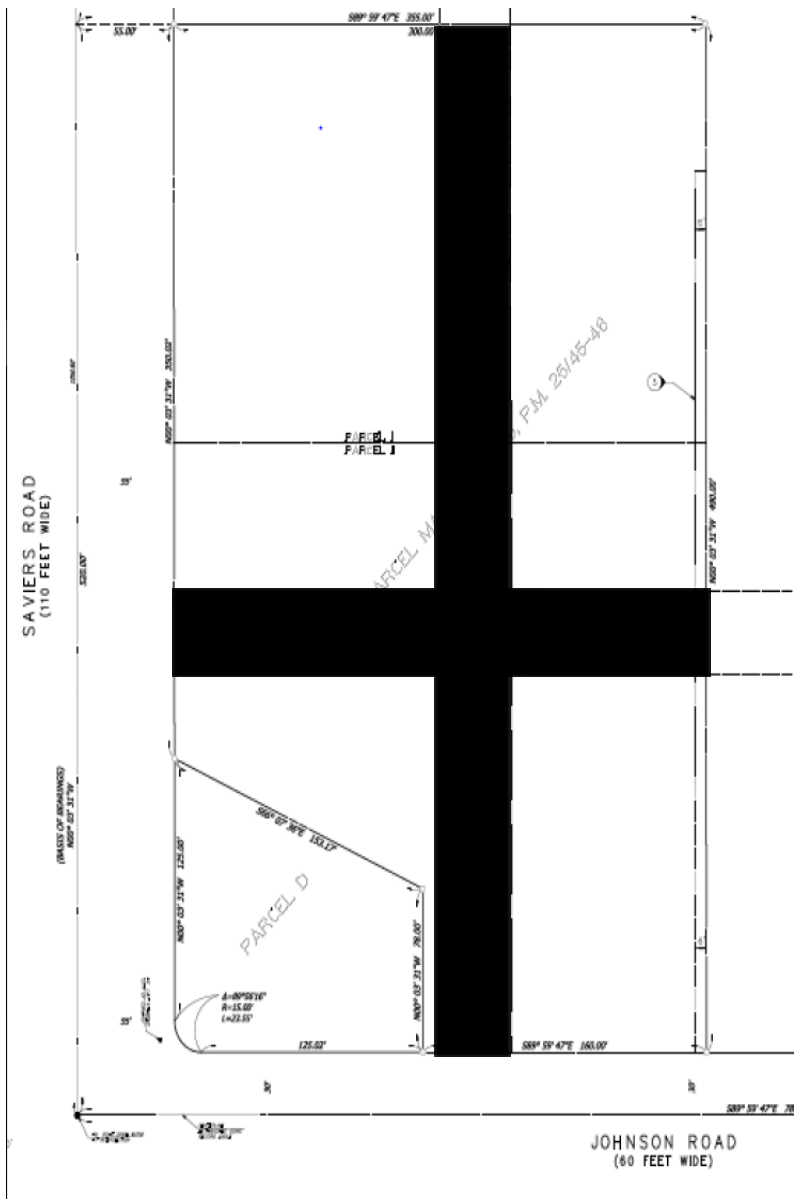
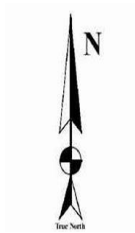
JOHN S. LOCKE.....Recorder

By Olivia Montano.....Secretary

-----000-----

END OF DESCRIPTION

EXHIBIT "B"
MAP OF EASEMENT AREA
PAGE 1 OF 1



Drainage Easement Areas 

END OF EXHIBIT "B"

DMV Oxnard Field Office Drainage Easement Vacation for 4050 South Saviers Road

Applicant: Alfredo Palomar on behalf of the State of California-General
Services Department, Property Owner.

Joe Pearson II, Senior Planner
Scott Kolwitz, Planning Manager
Jeff Pengilley, P.E., Assistant Director
Vyto Adomaitis, Community Development Director

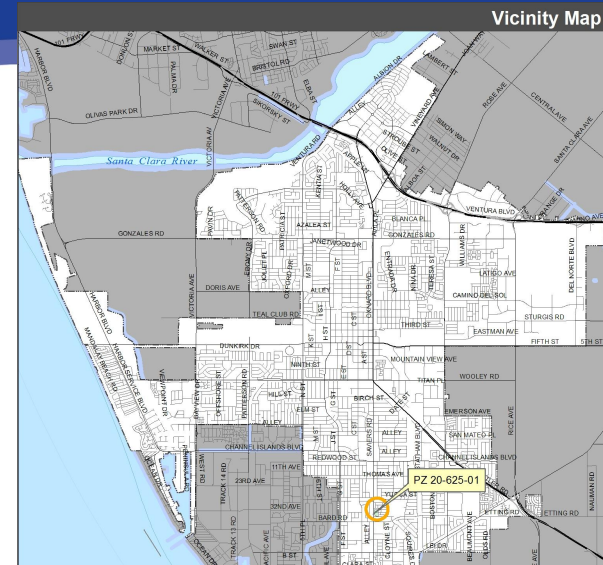
City Council
January 4, 2022

PROJECT LOCATION

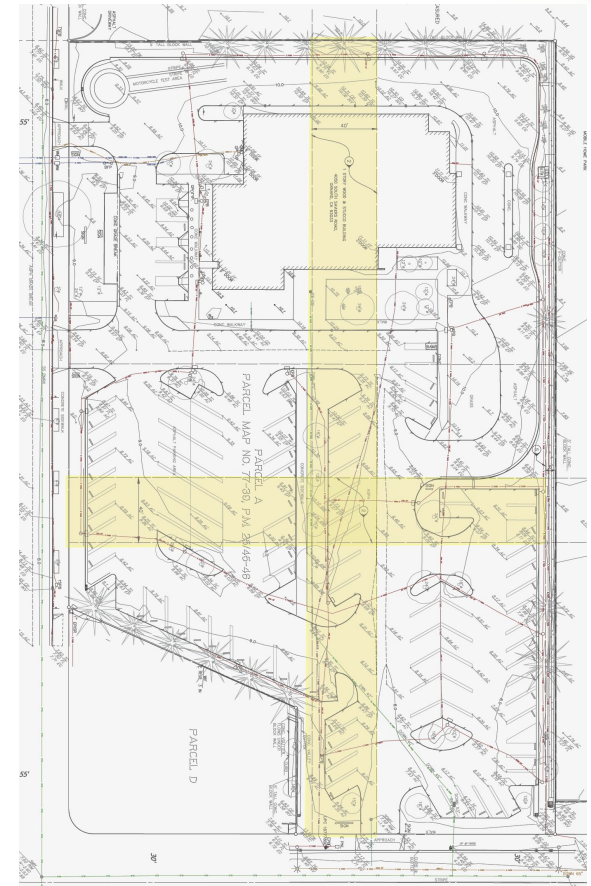
2

Subject Site: 4050 South Saviers Road

Existing DMV Office



- Proposed vacation of two forty (40) foot wide drainage easements, totaling approximately 24,600 square feet, crossing the two parcels



General Plan Land Use Designation



Commercial General (CG)

Zoning Designation



General Commercial-Planned Development (C-2-PD)

- The two parcels are currently developed with a 12,153 square-foot DMV office and associated parking area.
- The two easements were initially granted to the Oxnard Drainage District No. 3 on July 24, 1940, for the purpose of drainage tile line, pipe, conduit and other works necessary to facilitate drainage.
- On October 23, 1984, the County of Ventura and the City of Oxnard approved a Resolution ordering the dissolution of Oxnard Drainage District No. 3
- City of Oxnard was designated the successor agency, which transferred the easements and all the rights incidental thereto to the City of Oxnard.

Government Code Section 65402, requires that real property acquisition or disposition, street vacation or abandonment, public building or structure construction be consistent with the General Plan and Local Coastal Land Use Plan as to location, purpose and extent.

The Planning Commission review and verification is documented through a resolution finding the Vacation of the Easements is in conformity with the 2030 General Plan.

- On April 15, 2021, The Planning Commission held a public hearing consistent with Government Code Section **65402** and found the easement vacation consistent with:
 - 2030 General Plan
- Unanimously (6-0) adopted Resolution 2021-07:
 - Finding the easement vacation in conformance with the 2030 General Plan; and
 - Recommending that the City Council order the easement vacation.

- On December 7, 2021, The City Council unanimously adopted Resolution 15,516
 - Declaring its intention to conduct the required proceedings for vacation of the subject easements.
 - Directed the City Clerk to schedule a noticed public hearing no less than fifteen days after the Council's initiation of the vacation proceedings, to be held on January 4, 2022
- The adoption of City Council 15-484 by the City Council is in accordance with the Streets and Highways Code Section 8320:
 - Requires the City Council to review the street vacation request and adopt a resolution of intention to vacate the right-of-way
 - The City Council is required to direct the City Clerk to schedule a public hearing not less than 15 days after the initiation of proceedings

Pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3), it can be seen with certainty that there is no possibility that the proposed vacation of the drainage easements would have a significant effect on the environment.

That the City Council:

1. Find the project Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3).
2. Adopt Resolution 21-XXX to vacate its right, title and interest in the two forty (40) foot wide drainage easements, totaling approximately 24,600 square feet, crossing the two parcels located at 4050 South Saviers Road.
3. Authorize the Mayor to sign the Quitclaim Deed releasing City authority and/or rights to the access drainage easement State of California for parcels 219-0-110-355 and 219-0-110-405.



End of Presentation



CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS AGENDA ITEM NO. J.2

DATE: January 4, 2022

TO: City Council

FROM: Vyto Adomaitis, Community Development Director, (805) 385-7882, vyto.adomaitis@oxnard.org

SUBJECT: Encanto Homes Subdivision: Request For Approval of Planning and Zoning Permit (PZ) No. 20-300-04 Tentative Tract Map No. 6054 as modified by PZ No. 21-550-03 (Major Modification), for a proposed 27 home subdivision on 4.1 acre (gross) site located at 1101 and 1111 West Second Street (APN: 202-0-233-355) and 1101 West First Street (APN: 202-0-233-345). Filed by Henry Casillas, on behalf of the Oxnard Union High School District, property owner, 451 West Fifth Street, Oxnard, California 93030. (0/10/10)

RECOMMENDATION

That the City Council:

1. Conduct a public hearing
2. Find the Project to be Exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15332 (In-fill Development Projects) of the CEQA Guidelines;
3. Adopt a Resolution approving Planning and Zoning Permit No. 20-300-04 Tentative Tract Map No. 6054 as modified by PZ No. 21-550-03 (Major Modification), subject to certain findings and conditions. (This item did not originate in Committee)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/3IH08UhzdBI>

BACKGROUND

The project includes the subdivision of a 4.10-acre site into 27 lots ranging between 3,891 and 10,584 net square feet in size and dedication of approximately 1-acre of land for the benefit of public right-of-way roadway improvements along all four sides of the proposed development. The project allows for the construction of 27 detached single-family dwelling units. The single-story, three-bedroom homes will offer a two-plan mix with two unit sizes (1,149 or 1,201 square feet) and attached or detached 484 square-foot two-car garages with alley access and associated site improvements.

The Project also includes the ministerial approval of a Density Bonus Permit to allow for a 23 percent Density Bonus to increase the maximum number of units from 22-units to 27-units. Of the 27 homes, twenty (20) of the homes will be market rate, seven (7) of the homes will be affordable units as follows: three (3) units will be set aside for low income households (annual incomes at or below 80% Area Median Income (AMI) for Ventura County) and four (4) units will be set aside for moderate income households (annual incomes of up to or below 120% AMI). For more information, please refer to Section 6c of the Planning Commission Staff dated December 2, 2021. Approval of the following Density Bonus concessions/incentives were requested pursuant to Government Code Section 65915(d) (State's Density Bonus law):

- (1) reduce the minimum lot area from 6,000 square feet to lots averaging 5,332.6 square feet;
- (2) reduce the minimum lot dimensions: frontage and width from 50-feet to 32-feet or greater with two flag lots

having frontages of 14 and 20 feet and depth from 100 feet to 71 feet; and
(3) reduce the rear yard setback from 25-feet to 5-feet primarily to allow the garages in the rear yard.

On August 26, 2021, the Planning Commission voted 6-0 (one member was absent) to support and approve the three entitlements necessary to allow a 27 home subdivision.

After the Planning Commission's initial approval and support of the project, the applicant filed a Major Modification to the Tentative Tract Map to modify the configuration of five (5) of the 27 lots due to an underlying agreement between the Oxnard Union High School District and the property owners of 1101 West Second Street that was disclosed to the developer and City after the Planning Commission took action on August 26, 2021. The change to the proposed tentative subdivision map carved out a 126 square foot (net area) triangular shaped area of Lot 27 that will be deeded to the adjacent property owner.

On December 2, 2021, the Planning Commission held a public hearing to reconsider project site modifications and re-entitlement of application approvals for actions taken by the Planning Commission at its August 26, 2021 meeting. On December 2, 2021, the Planning Commission voted 6-0 (one member recused) to reapprove the project and recommend that the City Council approve Planning and Zoning Permit No. 20-300-04 (Tentative Tract Map for Tract No.6054), subject to certain findings and conditions (Attachments 1 through 4).

With the Planning Commission's approval of the project on December 2, 2021, the only aspect before the City Council is the Tentative Tract Map for Tract No. 6054.

ANALYSIS AND DISCUSSION

Existing & Surrounding Land Uses

The project site is a developed through lot that is bounded by streets on four sides: West First Street to the north; South K Street to the west; West Second Street to the south; and a public alley to the east. The site served as the former Oxnard Adult School education program. For more information, please refer to Section 3 of the Planning Commission Staff Report dated December 2, 2021 (Attachment 3).

Tentative Tract Map No. 6054

In accordance with Division 2 of Chapter 15 "Subdivision Ordinance" of the OCC, the City Council is the final decision-making body for subdivision applications. The Tentative Tract Map will dedicate approximately 1-acre of land for the benefit of public right-of-way for roadway improvements along all four sides of the proposed development. The Tentative Tract Map will create 27 lots, allowing the homes to be sold and built with independent utilities and service needs. As proposed, the 27 lot subdivision compiles with the minimum standards of the R-1 zone, except as modified by the Density Bonus request. The Planning Commission Resolution No. 2021-46 includes Conditions of Approval (COA). For a complete list of conditions, please refer to Planning Commission Resolution No. 2021-46 (Attachment 4). Some of the conditions will require that the Tract Map be updated prior to being submitted for technical review, such as:

- COA 20 will require the Tract Map to show and describe a "No Build" zone affecting the proposed lots 12 and 13 because of the landing patterns for the Oxnard Airport.
- COA 52 & 55 requires the Tract Map to show public dedications and all easements that are no longer necessary for their intended use to be vacated and accepted by City Council.
- COA 53 & 56 requires that the map shows an easement overlay for the private alley and owners association for shared use and maintenance of onsite sewer main and storm drain systems.

ENVIRONMENTAL REVIEW

In accordance with Section 15332 (Class 32, In-Fill Development Projects) of the State of California Environmental Quality Act (CEQA) Guidelines, projects involving "in-fill development" may be found to be exempt from the requirements of the CEQA. As identified in the draft Resolution prepared for this request, and as recommended by the Planning Commission, the project can be characterized as in-fill development and meets the requirement of a Class 32

Categorical Exemption. The Planning Commission found there is no substantial evidence that the Project may have a significant effect on the environment and recommends that the City Council direct the Planning & Environmental Services Manager to file a Notice of Exemption (Attachment 5) with the Ventura County Clerk pursuant to Section 15062 of the State CEQA Guidelines within five (5) working days of passage, approval and adoption of the Project.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promote safe neighborhoods, encourage community engagement, and support our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

The approval of the map provides the opportunity for future development that will result in increased property tax revenue for the City. The Project will be required to pay impact fees for wastewater, water system, water service and meters, storm drain, traffic (City and County), growth capital, Quimby (park), public art, and General Plan maintenance connection and/or impact fees. When completed, the 27 single family homes will generate property taxes to the City.

There is no future financial cost to the City due to the alleyway because it would be a private alley with public access.

COMMITTEE OUTCOME

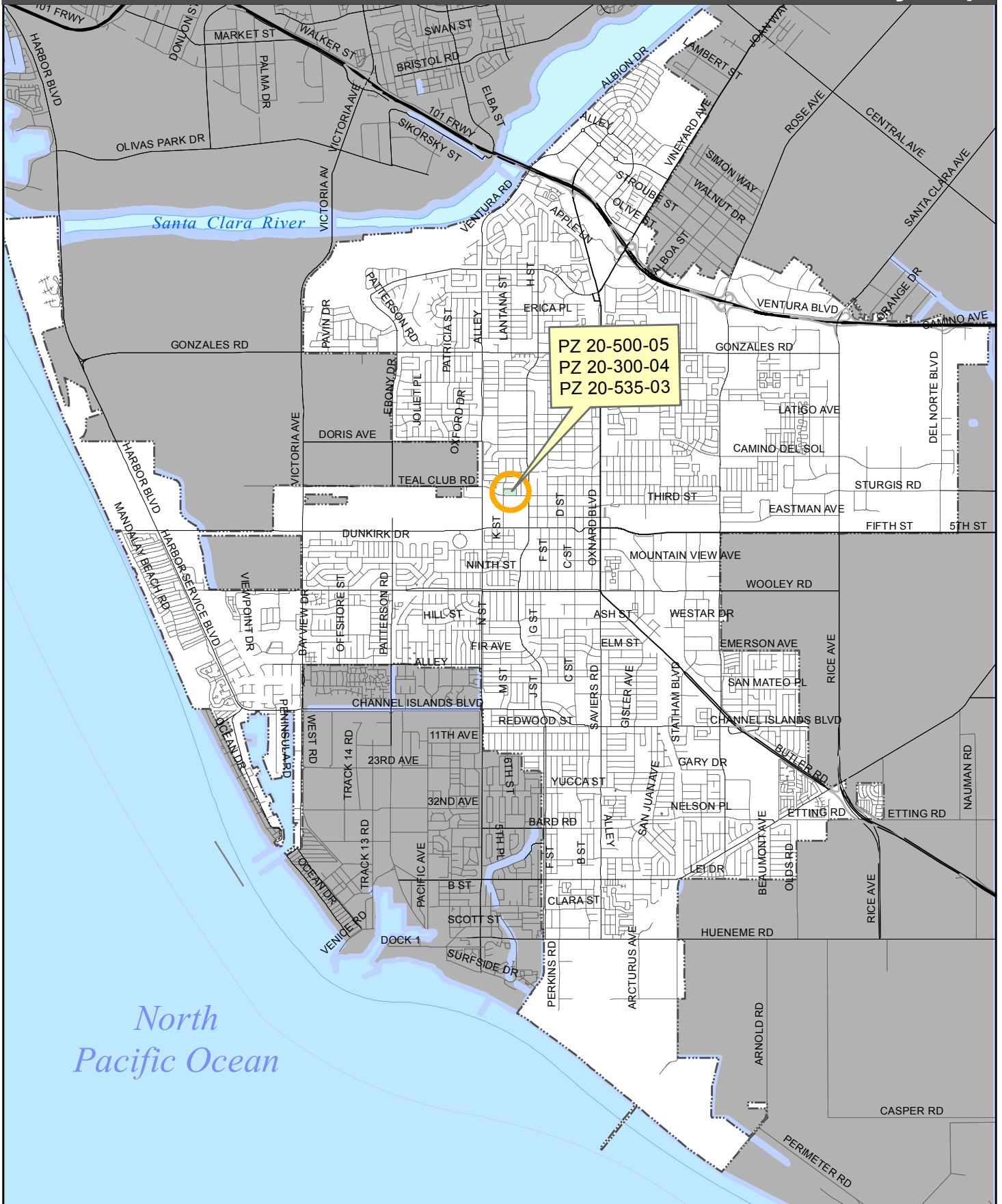
This project did not originate in one of the City Council Committees and this is a public hearing for a project application that was considered by the Planning Commission. On August 26, 2021, the Planning Commission took action and adopted Resolution No. 2021-23 recommending that the City Council approve Planning and Zoning Permit No. 20-300-04 (Tentative Tract Map for Tract No.6054), subject to certain findings and conditions. On December 2, 2021, the Planning Commission adopted Resolution No. 2021-47 repealing Resolution No. 2021-23 recommending that the City Council approve Planning and Zoning Permit No. 20-300-04 (Tentative Tract Map No.6054), subject to certain findings and conditions.

Prepared by: Juan Martinez, Associate Planner, Scott Kolwitz, Planning Manager

ATTACHMENTS

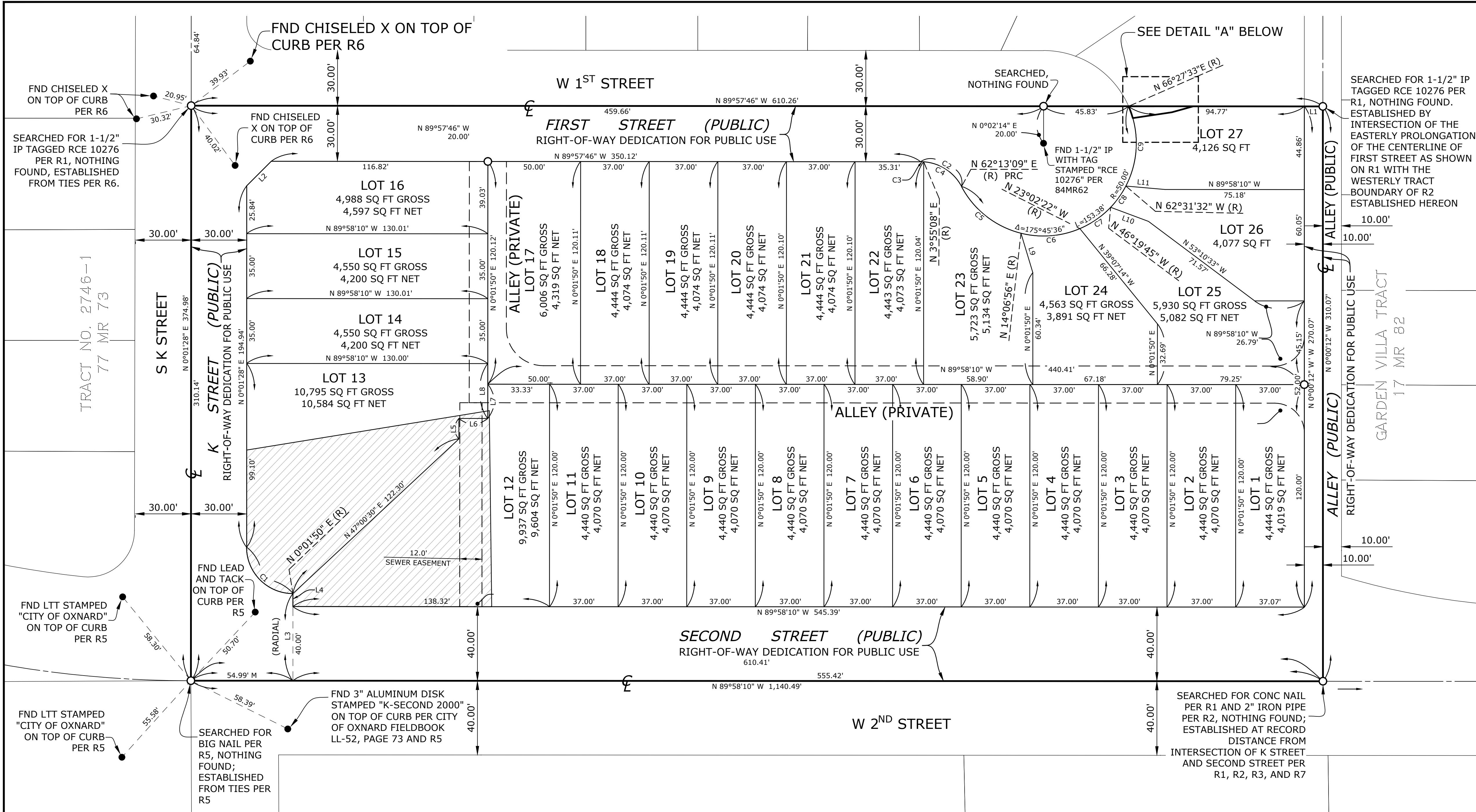
1. 01 Attachment 1_Maps_Vicintiy & Aerial
2. 02 Attachment 2_Tentative Tract Map No. 6054
3. 03 Attachment 3_PC Staff Report_12.02.2021_w.out NOE,Resos, & Pres
4. 04 Attachment 4_PC TTM-T6054_Reso# 2021-47_20-300-04_MJMD
5. 05 Attachment 5_NOE Form
6. 06 Attachment 6_CC Reso TTM No. 5064
7. 07 Attachment 7_CC Pres_01.04.22_20-300-04_TSM-T6054_Encanto Subdivision (2)

Vicinity Map





DRAWING: n:\projects\0401\engineering\acad\exhibits\0401_ttm_exhibit.dwg



LEGEND

---	RIGHT-OF-WAY
---	LOT LINE
---	STREET CENTER LINE
---	EASEMENT LINE
S	SEWER
W	WATER
FW	FIRE WATER
SD	STORM DRAIN
	OXNARD AIRPORT RUNWAY PROTECTION ZONE (RPZ) AREA

UTILITIES

WATER	CITY OF OXNARD
SEWER	CITY OF OXNARD
STORM DRAIN	CITY OF OXNARD/VCWPD
ELECTRIC	SOUTHERN CALIFORNIA EDISON
GAS	THE SOUTHERN CALIFORNIA GAS COMPANY (SEMPRA ENERGY)
TELEPHONE	VERIZON

GENERAL

OWNER / DEVELOPER	HERITAGE HOMES, LLC 451 WEST FIFTH STREET OXNARD, CA 93030 ATTN: HENRY CASILLAS (805) 385-3565
ARCHITECT	DI CECCO ARCHITECTURE INCORPORATED 887 PATRIOT DRIVE, SUITE C MOORPARK, CALIFORNIA 93021 ATTN: MARK DI CECCO (805) 552-0088
CIVIL ENGINEER	ENCOMPASS CONSULTANT GROUP, INC. 333 N. LANTANA ST., SUITE 287 CAMARILLO, CA 93010 ATTN: TRISTAN J. SANTOS, RCE 71473 (805) 416-1698
GEOTECHNICAL ENGINEER	WORKMAN ENGINEERING & CONSULTING 3639 HARBOR BOULEVARD - SUITE 116 VENTURA, CA 93001 ATTN: R. MARK WORKMAN JR, RCE 68557 (805) 302-9381

LOT/ZONING INFORMATION

ZONING	EXISTING: R1 (SINGLE FAMILY RESIDENTIAL) PROPOSED: R1 (SINGLE FAMILY RESIDENTIAL)
AREA	NET AREA: 4.345-ACRES (3.129-ACRES AFTER R.O.W. DEDICATION)
FLOOD ZONE	"AREA OF MINIMAL FLOOD HAZARD" - ZONE X (NO SCREEN)
LOTS	APN: 2020-233-355
OWNER	HERITAGE HOMES II, LLC
UNITS	SINGLE FAMILY HOMES = 27 UNITS

LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF SUBDIVISION 28, RANCHO EL RIO DE SANTA CLARA O' LA COLONIA, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE MAP FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY IN THAT CERTAIN ACTION ENTITLED, "THOMAS A. SCOTT, ET AL., PLFFS., VS. RAFAEL GONZALES, ET AL., DEFTS.", DESCRIBED AS FOLLOWS:

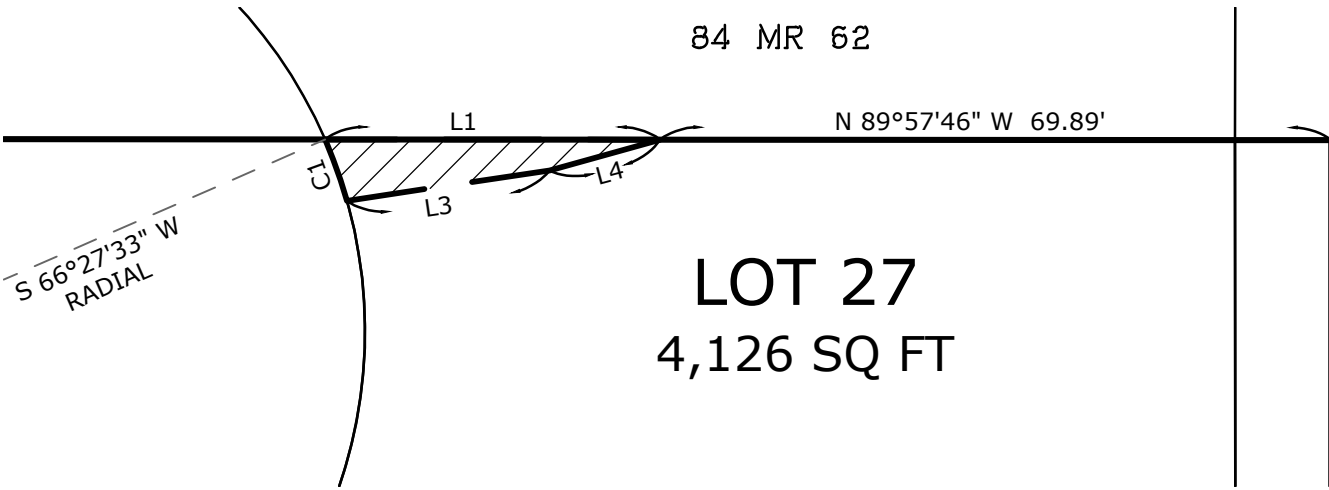
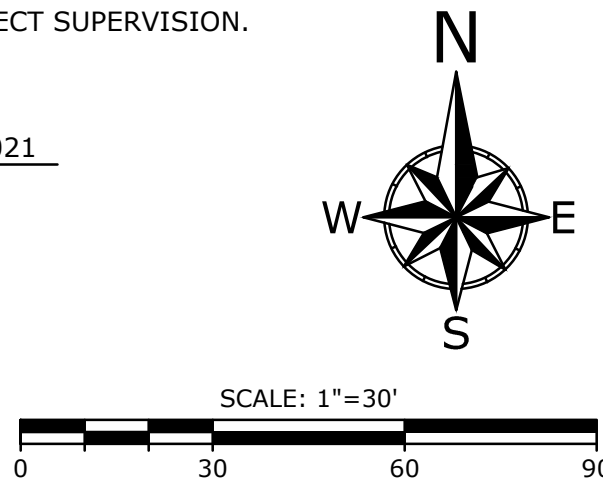
BEGINNING AT THE SOUTHWEST CORNER OF GARDEN VILLA TRACT AS PER MAP RECORDED IN BOOK 17, PAGE 82 OF MAPS, RECORDS OF SAID COUNTY; THENCE, NORTH 89° 58' 40" WEST BEING THE WESTERLY PROLONGATION OF THE SOUTH LINE OF THE ABOVE MENTIONED GARDEN VILLA TRACT 610.41 FEET; THENCE, NORTH 0° 01' 36" WEST 310 FEET; THENCE, SOUTH 89° 58' 40" EAST BEING PARALLEL WITH SAID SOUTH LINE 610.41 FEET TO A POINT IN THE WEST LINE OF SAID TRACT; THENCE, SOUTH 0° 01' 36" EAST 310 FEET TO THE POINT OF BEGINNING.

APN: 202-0-233-355

PREPARER'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

TRISTAN J. SANTOS, RCE 71473
DATE: 10/21/2021



LINE TABLE

LINE	DIRECTION	LENGTH
L1	N 89°57'46" W	34.88'
L3	N 81°27'41" E	21.32'
L4	N 74°28'12" E	11.96'

CURVE TABLE

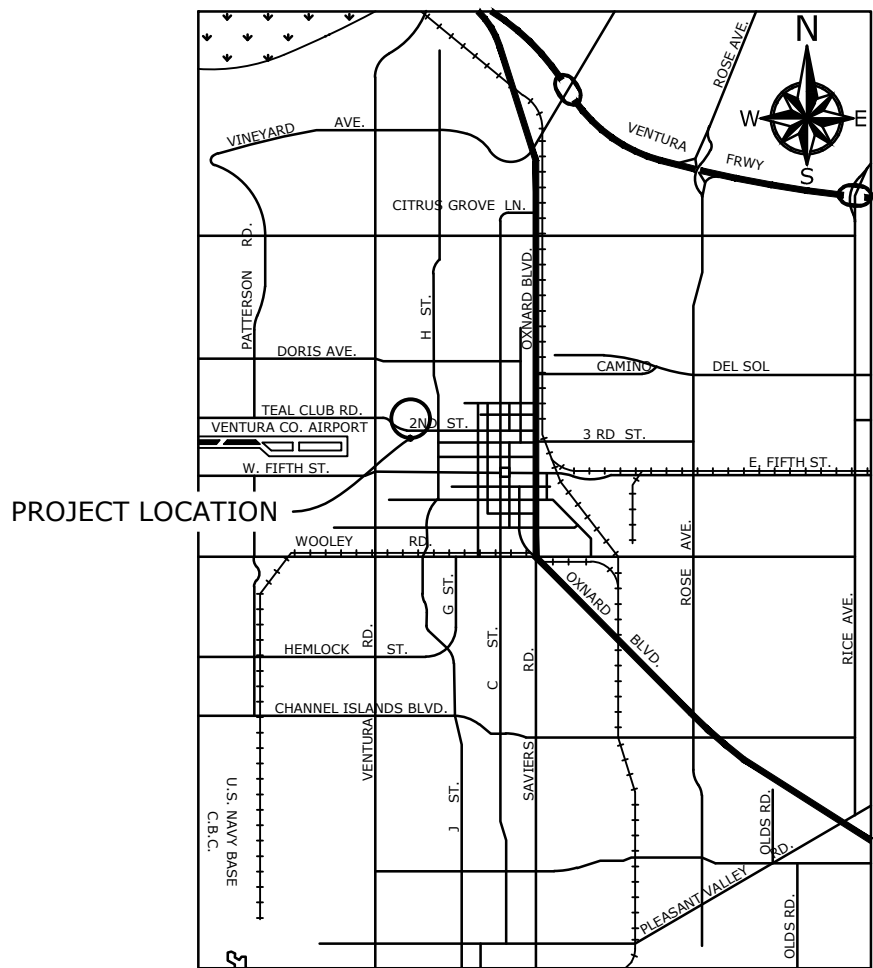
CURVE	DELTA	RADIUS	LENGTH
C1	7°46'48"	50.00'	6.79'

DETAIL "A" - ACCESS EASEMENT

REVISIONS			
MARK	DATE	DESCRIPTION	BY
REVIEWED BY:		DATE	DATE



TRISTAN J. SANTOS
PROJECT ENGINEER
R.C.E. 71473
DATE: 10/21/2021



VICINITY MAP

SCALE: NOT TO SCALE

ENCANTO PROJECT
TENTATIVE TRACT MAP
CITY OF OXNARD

SCALE: HORIZ. 1" = 30'	VERT. _____
WORK ORDER 0401	SHEET NO. 4 OF 6
DRAWN BY: _____ CHECKED BY: _____	

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	89°59'38"	25.00'	39.27'
C2	62°10'55"	25.00'	27.13'
C3	3°52'54"	25.00'	1.69'
C4	58°18'01"	25.00'	25.44'
C5	48°06'13"	50.00'	41.98'
C6	37°09'19"	50.00'	32.42'
C7	23°17'23"	50.00'	20.32'
C8	16°11'47"	50.00'	14.13'
C9	51°00'55"	50.00'	44.52'

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N 89°57'46" W	10.00'
L2	N 45°01'51" E	18.67'
L3	N 00°01'50" E	47.00'
L4	N 00°01'50" E	7.00'
L5	N 00°01'50" E	11.06'
L6	N 89°58'10" W	15.58'
L7	N 00°01'50" E	18.50'
L8	N 00°01'50" E	29.60'
L9	N 16°47'17" W	22.20'
L10	N 69°36'06" W	21.74'
L11	N 84°59'13" W	21.16'

**PLANNING COMMISSION
STAFF REPORT**

TO: Planning Commission

FROM: Juan Martinez, Associate Planner

DATE: December 2, 2021

SUBJECT: **Project Name: Encanto Homes Subdivision - Major Modification;** Planning and Zoning Permit No. 21-550-03 (Major Modification) to Modify PZ 20-500-05 (Special Use Permit for a Development Plan); and PZ 20-300-04 (Tentative Subdivision Map for T6054); and PZ 20-535-03 (Density Bonus); Development Entitlements to Construct a 27 Single Family Housing Development on 4.1 acre (gross) site located at 1101 and 1111 West Second Street (APN: 202-0-233-355) & 1101 West First Street (APN: 202-0-233-345).

1) **Recommendation:** That the Planning Commission (“**Commission**”):

- a) Find the Project to be Exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15332 (In-fill Development Projects) of the CEQA Guidelines; and
- b) Adopt Resolution No. 2021-XX repealing Resolution No. 2021-22 and approving Planning and Zoning Permit No. 21-550-03 (Major Modification to PZ 20-500-05 Special Use Permit for a Development Plan and PZ 20-535-03 Density Bonus), subject to certain findings and conditions; and
- c) Adopt Resolution 2021-XX repealing Resolution No. 2021-23 recommending that City Council approve Planning and Zoning Permit No. 20-300-04 (Tentative Tract Map for Tract No.6054), subject to certain findings and conditions.

2) **Project Description and Applicant:** A request to:

- a) Adjust the site plan and Tentative Tract Map plotting of five lots (Lots 23 through 27) to exclude a 126 square-foot area designated to be transferred to an adjacent property (1101 West First Street) located north of Lot 27 of Tentative Tract No. 6054. The five lots have been reconfigured to accommodate the 126 square-foot area. The Major Modification to the Planning Commission’s recent (August 26, 2021) approval of Planning and Zoning Permit 20-500-05 (Special Use Permit for Planned Development); PZ 20-300-04 (Tentative Subdivision Map for T6054); and PZ 20-535-03 (Density Bonus) would allow for a 27-unit residential project with a reconfigured site and plotting changes to Lots 23 through 27. The Modified Project entitlements include a request to:
 - i) Demolish existing infrastructure consisting of modular classroom buildings and site improvements serving the former Oxnard Union High School’s Adult Education Program; and

- ii) Subdivide the Project 4.10-acre site into 27 lots ranging between 3,891 and 10,584¹ net square feet in size and dedication of approximately 1-acre of land for the benefit of public right-of-way for existing and proposed roadway improvements along all four sides of the proposed development. The net developable area will be 3.13 acres; and
- iii) Allow for the construction of 27 detached single-family dwelling units. The single-story, three bedroom homes will offer a two plan mix with two unit sizes (1,149 & 1,201 square feet) and attached or detached 484 square-foot two-car garages with alley access and associated site improvements; and
- iv) The Project also includes a request for the ministerial approval of a Density Bonus Permit to allow for a 23 percent Density Bonus to increase the maximum number of units from 22-units to 27-units. Of the 27 homes, twenty (20) of the homes will be market rate, seven (7) of the homes will be affordable units as follows: Three (3) units will be set aside for low income households and four (4) units will be set aside for moderate income households. Approval of the following Density Bonus concessions/incentives are requested pursuant to Government Code Section 65915(d) (State's Density Bonus law):
 - (1) reduce the minimum lot area from 6,000 square feet to lots averaging 5,332.6 square feet;
 - (2) reduce the minimum lot dimensions: frontage and width from 50-feet to 32-feet or greater with two flag lots having frontages of 14 and 20 feet and depth from 100 feet to 71 feet²; and
 - (3) reduce the rear yard setback from 25-feet to 5-feet primarily to allow the garages in the rear yard³.

The Project site is located at 1101 & 1111 West Second Street & 1101 West First Street within the Residential Low land use designation, Single Family Residential (R-1) zone, and is in the Fremont South Neighborhood (Attachment A). For purposes of this staff report, the foregoing Project description shall be referred to as the “**Project**”. Filed by Henry Casillas, on behalf of the Oxnard Union High School District, property owner, 451 West Fifth Street, Oxnard, California 93030 (the “**Applicant**”).

Please see the reduced Project plans (Attachment B) for more details.

- 3) **Existing & Surrounding Land Uses:** The project site is a developed through lot that is bounded by streets on four sides: West First Street to the north; South K Street to the west; West Second Street to the south; and a public alley to the east. The site currently contains vacant structures as the Oxnard Adult School education program has moved to the 1800

¹ The August 26, 2021 entitlements authorized lots ranging between 3,838 and 9,946 square feet in size.

² The minimum dimensions in the plans are the same as found in the prior plans. 2 of 27 lots were and are 32 feet wide, 16 of 27 were and are 37 feet wide, and the remainder have larger widths. Two of the properties had and have narrow “flag lot” frontages with the lots widening to 45 or 50 feet.

³ No Changes from the previously approved plans.

Solar Drive. Existing development improvements consist of approximately 25,000 square feet of modular portable classroom buildings in a campus-like configuration that served the former Oxnard Adult School education program. Paved areas include a parking lot of approximately 170 stalls and landscaping, along with related on-site and offsite improvements.

The project site is surrounded by residential uses, other Union High School facilities and the future Campus Park. The following table lists and identifies the General Plan Land Use Designations, Zoning Designations, and existing land uses of the Project site and properties immediately adjacent to the site, which are also illustrated in Attachment A:

LOCATION	ZONING	GENERAL PLAN	EXISTING LAND USE
Project Site	Single Family (R-1)	Residential Low (RL)	Former Oxnard Union High School District Adult Education
North	Single Family (R-1)	Residential Low (RL)	Single Family Homes
South	Community Reserve (CR)	Park (PRK)	School District/ Future Campus Park
East	Single Family (R-1)	Residential Low (RL)	Single Family Homes
West	Single Family (R-1) General Commercial Planned Development (C-2-PD)	Residential Low (RL) Airport Compatible (AC)	Single Family Homes Oxnard Homeless Solutions Center (former Oxnard National Guard Armory)

4) **Background Information:**

On November 25, 2019, the Applicant filed (PZ 19-150-06 Pre-Submittal Review) conceptual plans for site design review by the Development Advisory Committee (DAC). At the time, the Applicant was in the process of working with the Oxnard Union High School District (OUHSD) to acquire the property. On December 18, 2019, the DAC met with the Applicant and representatives with the OUHSD and offered site design comments.

On July 16, 2020, the Applicant filed for a Senate Bill (SB) 330 Pre-Application Review with the intent to seek review and approval of the subject development.

On November 3, 2020, within 180 days from when the SB 330 Pre-Application was submitted to the City, the subject entitlement applications were received, and on November 4, 2020, the DAC reviewed the proposed development proposal along with the subject two related entitlements.

On August 26, 2021, The Planning Commission adopted Resolution Nos. 2021-22 approving Planning and Zoning Permit No. 20-500-05 (Special Use Permit for a Development Plan) and 20-535-03 (Density Bonus), subject to certain findings and conditions; and Resolution 2021-23 recommending that City Council approve Planning and Zoning Permit No. 20-300-04 (Tentative Subdivision Map No. 6054), subject to certain findings and conditions.

On September 8, 2021, the City and developer were notified that alterations needed to be made to the Project reviewed by the Planning Commission on August 26, 2021, so the Oxnard Union High School District could honor an agreement to transfer property to an adjacent property at 1101 West First Street to accommodate a driveway / fence encroachment. The developer made modifications to the plans with two goals in mind: 1) accommodate the transfer of land request (subject to a subsequent Lot Line Adjustment) and 2) maintain the intent of the entitled Density Bonus Concessions in the reconfigured site plan without resulting in lots which become smaller or narrower than the project previously reviewed by the Planning Commission. Procedurally, it was determined that the modified project must return to the Planning Commission before the map could be presented to the City Council.

On November 1, 2021, the Applicant filed Planning and Zoning Permit No. 21-550-03 (Major Modification), a request to modify the configuration of five (5) of the 27 lots due to an underlying agreement between the Oxnard Union High School District and the property owners of 1101 West Second Street. The change to the proposed Tentative Tract Map No. 6054 will carve out a 126 square foot (net area) triangular shaped area of Lot 27 and said land will be deeded to the adjacent property (1101 West First Street). A site comparison illustrating the difference between Lots 23-27 between the plans presented to the Planning Commission on August 26 and December 2 has been prepared (Attachment C).

- 5) **Environmental Determination:** In accordance with Section 15332 (Class 32, In-Fill Development Projects) of the State of California Environmental Quality Act (CEQA) Guidelines, projects involving “in-fill development” may be found to be exempt from the requirements of the CEQA. A Class 32 categorical exemption under CEQA Guidelines Section 15332 consists of projects characterized as in-fill development meeting the requirement described below:

The proposed Project meets the requirements of a Class 32 Categorical Exemption because it: (i) is consistent with the City of Oxnard 2030 General Plan designation and all applicable General Plan policies as well as with applicable zoning designation and regulations for the reasons set forth below; (ii) the proposed Project is within the City limits on a site of no more than five acres; (iii) the Project site has no value as habitat for endangered, rare or threatened species; (iv) approval of the Project will not result in any significant effects relating to traffic, noise, air quality, or water quality; and (v) the Project site can be adequately served by all required utilities and public services.

Therefore, staff has determined that there is no substantial evidence that the project may have a significant effect on the environment and recommends that the Planning Commission direct the Planning & Environmental Services Manager to file a Notice of Exemption (Attachment D) with the Ventura County Clerk pursuant to Section 15062 of the State CEQA Guidelines within five (5) working days of passage, approval and adoption of the Project.

6) Analysis

- a) **General Discussion:** The Planning Commission found the Project reviewed on August 26 to be consistent with both the 2030 General Plan and the Oxnard City Code (OCC).

Staff worked with the developer to minimize and re-align the lots necessary to equitably re-design those lots around the cul-de-sac that could be affected by the land transfer affecting the northwest corner of Lot 27. Although, the exclusion and reduction of this area only affected Lot 27, some of the lots around the cul-de-sac needed to be reconfigured to preserve the intent of the entitled Density Bonus Concessions in the reconfigured site plan without resulting in lots which become smaller or narrower than the project previously reviewed by the Planning Commission.

As discussed below, the Modified Project has been found to be consistent with both the 2030 General Plan and the OCC.

The Planning Commission is the decision maker for Major Modifications pursuant to OCC §16-561(A). Pursuant to the OCC §15-76, a Development Plan is required for all attached or detached single-family residential development projects for which a Tentative Subdivision Map is required, and, pursuant to the OCC §15-78(B), the Development Plan shall be reviewed by the Planning Commission. The applicant is seeking approval of a Special Use Permit (SUP) for a Development Plan. Pursuant to OCC §16-410F(E) the Planning Commission is the decision maker for Density Bonus permit. Additionally, the Planning Commission is to provide a recommendation of approval or disapproval to the City Council for a Tentative Tract Map pursuant to OCC §15-40.

- b) **General Plan Consistency:** The City's 2030 General Plan land use designation for the subject site is for Residential Low, which allows for up to seven units per acre. The Residential Low designation stipulates that single-family homes should be detached with front, side, and rear setback requirements, and may include patio and zero lot line homes and planned unit developments.

Pursuant to the OCC 16-410B(J), a "Density Bonus" is "a density increase over the otherwise maximum allowable residential density as of the date of application to the city for a qualified housing development." At 22 units, the project has a density of 7 units per acre, but with the Density Bonus, the project will have a density of approximately 8.7 units per acre. Pursuant to the OCC Chapter 16 Division 7A, Density Bonus and Related Incentives and Concessions Program, and the State's Density Bonus law (Government Code § 65915-§ 65918) the Applicant requested approval of three development code Concessions in exchange for constructing seven (7) affordable housing units. Aside from the requested development Concessions, the project complies with the standards of the Single-Family Residential (R-1) zoning district. Approval of this SUP for a Development

Plan and a Density Bonus Application is required to ensure consistency with the General Plan and land use designation.

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

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

POLICY	LEVEL	POLICY OR TITLE	EXPLANATION
CD-1.5	I	Promote the development of a variety of housing types throughout the City including apartments, condominiums, lofts, townhouses, and attached and detached single-family units.	The Project is proposed on a former adult school campus that is no longer in use by the Oxnard Union High School. Site improvements and new homes will address an overall housing need within the immediate area.
CD-8.1	I	Continue to limit development to those areas that can be served by existing or planned utilities, transportation, and service systems.	The proposed Project is surrounded by urban development, and existing utilities along Second Street that can adequately serve the proposed Project.
CD-9.1	I	Recognize, preserve, and improve the visual identity and character of existing neighborhoods.	The single-story infill development is located within a predominantly single story community that is designed with alley and street access to driveway and garage parking.
CD-14.1	I	In the evaluation of development proposals, continue to ensure that public and private development Projects comply with City design policies, plans, and guidelines.	The Project includes development and performance conditions recommended by Development Advisory Committee (DAC) to ensure that the Project complies with City permitting expectations and policies.
ISC-1.2	I	Review development proposals for their impacts on infrastructure (e.g., sewer, water, fire stations, libraries, streets) and require appropriate mitigation measures to ensure that proposed developments do not create substantial adverse impacts on existing infrastructure and that the necessary infrastructure will be in place to support the development.	The proposed development and associated improvements would tie into existing infrastructure, which has the capacity to provide service to the proposed residential dwellings. The project includes standards and special development project conditions by City Department representatives.

ER-9.2	I	Enhance neighborhood diversity and reinforce the desirable elements of neighborhood character and quality through incorporation of design guidelines, use of landscape materials, and encouraging new developments to integrate historical and culturally significant elements into proposed Projects.	The 27 single-family home development proposes to maintain existing neighborhood characteristics.
CD-9.2 ICS-8.5	II	“...promote the revitalization of residential... properties that are deteriorated or detract from the visual quality of the City” Consider and require where appropriate and feasible the enhancement of the pedestrian environment as part of private development and public works Projects, especially for public sidewalks.	The existing modular school buildings and infrastructure will be cleared and the residential zoned property will incorporate single family and setbacks that include a streetscape design that will complement the existing community setting.
CD-3.4 CD-14.1 CD-14.2 CD-14.3 ICS-11.10 ER-9.4 ER-10.1	II	Neighborhood Quality of Life Design Review Process Development Advisory Committee Functions Quality of Design Water Supply Findings for Smaller Projects Human Scale Development Promote Use of Native and Water Wise Plants	The DAC review process led to changes in the Project and/or conditions of approval that meet these Level II policies.

c) **Affordable Housing and Density Bonus:**

As conditioned, the project complies with both the City’s Inclusionary Housing and the Density Bonus standards.

The project is subject to the City’s Inclusionary Ordinance No. 2980 that requires a project with 10 or more residential units to set aside 10 percent of the units as affordable to low-income households. This requires three (3) units to be set aside for low-income households.

In addition, the Developer is requesting a Density Bonus. State Density Bonus law (Government Code § 65915 - § 65918) stipulates that additional dwelling units shall be allowed over the otherwise maximum allowable residential density identified in the General Plan, for projects which provide affordable housing for families defined as very-low-, low-, or moderate-income households. The number of additional dwelling units and development Concessions are determined by the base zoning and the total number of units that are deed restricted as very-low-, low-, or moderate-income units. Government Code §65915(f) provides the formula with which to calculate the density bonus.

The Developer is requesting a Density Bonus that includes three (3) Concessions and a 23 percent Density Bonus increase above the base density of 22 units to result in a total of 27 units. This requires seven (7) units to be set aside for moderate-income households.

The Developer is allowed to “overlap” the Inclusionary units and the Density Bonus units provided the mix of units reflect the deepest combined affordable requirements. Consequently, the project is conditioned to set aside seven (7) of the homes that will be distributed throughout the project; three (3) of which will be set aside for low-income households with annual incomes at or below 80% Area Median Income (AMI) for Ventura County; and four (4) of the units will be set aside for moderate-income households with annual incomes of up to or below 120% AMI (moderate income).

The seven (7) units will be sold with an equity-sharing deed restriction that allocates a proportional share of appreciation to the City which shall be used within five years for any purpose that promotes home ownership (OMC Section 16-410(S)).

The Applicant is also seeking three (3) Concessions pursuant to Government Code Section 65915(d) (State’s Density Bonus law):

- i) reduce the minimum lot area from 6,000 square feet to lots averaging 5,332 square feet;
- ii) reduce the minimum lot dimensions: frontage and width from 50-feet to 32-feet or greater with two flag lots having frontages of 14 and 20 feet and depth from 100 feet to 71 feet; and
- iii) reduce the rear yard setback from 25-feet to 5-feet primarily to allow the garages in the rear yard.

Without the requested 23-percent Density Bonus, the net area of the site could only accommodate 22 dwelling units. Pursuant to Section 16-410F, the Density Bonus permit is non-discretionary and falls under the approving authority of the Planning Commission.

- d) **Conformance with Zoning Development Standards:** The property is zoned for Single Family Residential (R-1). The following table illustrates and compares the development Project against the City’s required standard and identifies when Concessions have been applied.

DEVELOPMENT STANDARD	REQUIRED	PROPOSED	COMPLIES?
Minimum dwelling Size (§16-24)	1,000 square feet, exclusive of garages carports, and any accessory buildings	- Plan 1: 1,149 square feet - Plan 2: 1,201 square feet - Garage: 484 square feet	YES
Maximum building height (§16-25)	2 stories not to exceed 25 feet	1-Story (16-feet, 8-inches)	YES
Minimum lot area (§16-26)	6,000 square feet	<u>Lots 1-27</u> Average: 5,332 SquareFeet Major Mod: Not Change <u>Lots 1-11, 14-16, 18-22, 24, 26,& 27</u>	*YES w/ DB Concession

Encanto Homes Subdivision: PZ 21-550-03 (MJMD to PZ 20-500-05 (SUP for a DP); 20-535-03 (DB) & PZ 20-300-04 (TTM#6054)

Planning Commission Hearing Date: December 2, 2021

Page 9 of 14

		Average: 4,384 Square feet Major Mod Average: 4,404.48 Square Feet <u>Lots 12 & 13</u> Average: 9,805 Square Feet Major Mod: No Change <u>Lots 17, 23, & 25</u> Average: 6,042 Square Feet Major Mod Average: 5,886 Square Feet.																																																					
Minimum lot dimensions: Frontage, Width & Depth (§16-27, § 16-28 & §16-29)	Frontage: 50 feet Width: Interior lots: no less than 60 feet Corner lots: no less than 75 feet Depth: At least 100 feet	Rounded Numbers/Estimated <table> <tr> <th>Lot #</th><th>Frontage</th><th>Width</th><th>Depth</th></tr> <tr> <td>1-11, 18-22</td><td>37 ft</td><td>37 ft</td><td>110 ft*</td></tr> <tr> <td>12</td><td>138 ft</td><td>81 ft Corner</td><td>121 ft*</td></tr> <tr> <td>13</td><td>119 ft</td><td>82 ft Corner</td><td>118 ft*</td></tr> <tr> <td>14</td><td>32 ft</td><td>32 ft</td><td>110 ft*</td></tr> <tr> <td>15</td><td>38 ft</td><td>38 ft</td><td>110 ft*</td></tr> <tr> <td>16</td><td>39 ft</td><td>39 ft Corner</td><td>110 ft*</td></tr> <tr> <td>17</td><td>50 ft</td><td>50 ft</td><td>110 ft*</td></tr> <tr> <td>23</td><td>74 ft</td><td>74 ft</td><td>83 ft*</td></tr> <tr> <td>24</td><td>32 ft</td><td>32 ft</td><td>71 ft*</td></tr> <tr> <td>25</td><td>20 ft</td><td>50 ft</td><td>122 ft*</td></tr> <tr> <td>26</td><td>14 ft</td><td>45 ft</td><td>100 ft*</td></tr> <tr> <td>27</td><td>38 ft</td><td>42 ft</td><td>90ft*</td></tr> </table> *Note: These dimensions indicate the buildable areas of the lots and do not reflect lot areas within the private alleyway. With the exception of lots 25, 26, & 27, all lots extend a further 10 feet into the private alley along the sides that abut the public alleyway.	Lot #	Frontage	Width	Depth	1-11, 18-22	37 ft	37 ft	110 ft*	12	138 ft	81 ft Corner	121 ft*	13	119 ft	82 ft Corner	118 ft*	14	32 ft	32 ft	110 ft*	15	38 ft	38 ft	110 ft*	16	39 ft	39 ft Corner	110 ft*	17	50 ft	50 ft	110 ft*	23	74 ft	74 ft	83 ft*	24	32 ft	32 ft	71 ft*	25	20 ft	50 ft	122 ft*	26	14 ft	45 ft	100 ft*	27	38 ft	42 ft	90ft*	YES w/ DB Concession
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25	20 ft	50 ft	122 ft*																																																				
26	14 ft	45 ft	100 ft*																																																				
27	38 ft	42 ft	90ft*																																																				
Front yard setback (§16-31)	No less than 20 feet; except houses constructed w/ swing (side facing) driveway 15 feet minimum Dwellings varying from the required setback, such setback shall determine the required setback if such dwellings comprise at least 60% of the block	20-feet; all garage are designed with alley access	YES																																																				

Side yard setback (§16-32)	Corner and Interior Lots: 10% of lot width, not less than 3 feet or more than 5 Reverse Corner lots: Side yard on street side shall be no less than 50% of the required front yard. No accessory buildings within the front yard setback	5-feet No reverse corner lots proposed	YES
Rear yard setback (§16-33)	Rear yard of no less than 25% of the lot's depth, but need not exceed 25 ft. Additions to existing house; 15-foot setback to rear property line for lots not abutting a street or alley and 5-feet when abutting a street or alley.	5-feet measured from the rear edge of the alleyway / buildable area to the back of the garages.	YES w/ DB Concession
Interior yard space (§16-34)	At least 15% of the lot area or 900 sf whichever is less and shall be open from ground to sky except for roof overhangs not exceeding 30 inches.	Exceed 15-percent (average range 1,085 square feet and 1,620 square feet) 625 square-foot minimum 720 square-foot average Min Required: 575 square feet based on 3,838 square-foot lot (min lot size proposed)	YES
Parking spaces (§16-622F)	2-car garage spaces for each home (For up to 5 bedrooms)	2-car garage spaces with alley access for each 3-bedroom home.	YES

- e) **Site Design:** The modified project site follows the August 26 site design and floor plans. The project site is bisected by a private L-shaped “private” alley that will be owned and maintained in perpetuity by the Project homeowners. The alley is designed to provide vehicular access needs to residents, service and emergency vehicles and it will also provide for surface drainage and sewer main and lateral connections to serve the Project. Each single-family home will be constructed on a separate lot with twelve (12) single-family homes designed to front West Second Street; four (4) homes will front onto South K Street, and eleven (11) homes will front West First Street. All of the homes will include landscaping within the front and street side yards including a walkway connection between the front door and the public sidewalk. Front yard fencing is not proposed; however, wood fencing for privacy between properties and decorative slump stone walls will be required along the street sides of the two lots that are closer to the intersection of Second and K Streets. The walls will complement the design of the tract wall that is along Second Street west of K Street. Lots 12 and 13 front Second Street and K Street with a wall that wraps around the front of the two lots that are setback 20 feet to comply with the front yard setback requirement of the R-1 zoning standards. These two lots are also located within an area identified as an existing Runway Protection Zone.

The homes are designed to not encroach into this no build zone and any future addition will not be allowed to encroach into this restricted area.

The floor plan design of the homes is replicated with two plan designs plotted across the 27 lots with a one-story, three-bedroom house and two baths. For variation, the homes include 4 separate plans. The elevation design includes a combination of white stucco colors and tile roofing. The single story massing of the homes is complemented by single story architectural design elements such as the three distinct front porch designs and the varied design combination. The front facing elevations include added design details to add varied design characteristics from one house to another.

The adjacent property at 1101 West First Street currently uses this 126 square-foot portion of land to be transferred to them for access. To comply with the fence height standards within the front yard setback, the first 20 feet of the fence from the front property line will need to be removed. The Resolution for a Major Modification to the Special Use Permit includes a condition of approval requiring the developer to remove the fence section within the front yard setback prior to the project completion. (Attachment E)

- f) **West First Street, West Second Street and South K Street Road Improvements:** The Project will dedicate approximately 1-acre of land for the benefit of public right-of-way for existing and proposed roadway improvements along all four sides of the proposed development. The development will remove all the existing frontage improvements along all street sides and will be reconstructed per City Standard. Improvements will include new curb, gutter, and a seven foot wide monolithic sidewalk along West Second Street; and parkway/sidewalk combination along West First Street and South K Street. New improvements have been coordinated with existing streetscape designs. In addition, the project will include reconstruction of two existing pedestrian curb ramps at the northeast and northwest corners of South K Street and West Second Street. The pedestrian ramps will be designed and constructed to meet the Americans with Disabilities Act (ADA) standards. The widened sidewalk design will provide for an ADA accessible compliant pedestrian path of travel along Second Street. The applicant will also be required to repair and/or replace any existing broken or damaged curb, gutter or asphalt paving adjacent to the property as directed by the City's Construction Services Inspector.

Utilities such as on-site and off-site electric, cable, telephone and similar utility service will be installed underground in accordance with the City Code. The project will be upgrading two existing fire hydrants and proposing to install two new fire hydrants along the West First Street and West Second Street Project frontages. The upgrades and new fire hydrants will meet the City's current requirements.

- g) **Circulation and Parking:** Vehicular access to each single family home will occur via

an alley and each unit will have a two-car garage (side-by-side). Additional visitor parking is not required for the single-family homes. Parallel parking along West First Street, West Second Street, and South K Street will continue to be available. Parking on the alleyway will be prohibited; however, most garages are designed with the 10-foot side yard setback that may allow for additional non-covered parking along the side of the garage. The garages are also designed with two roll-up doors. The roll-up door for vehicles access off the back alleyways will be motorized with remote access and a second roll-up door will open into the back yard. This added feature of the inner garage door is expected to activate and encourage persons to use their garage for parking and access into the private back yards.

- h) **Building Design:** The architectural design of the homes incorporate character defining features that are typical in Spanish Revival architectural design. Spanish Revival architecture defining features include low-pitched roofs; red tile roof coverings; typically with one or more prominent arches placed above door or principal window, or beneath porch roof; wall surface usually stucco; wall surface extends into gable without break; and the facades normally asymmetrical. The homes' single story architectural design with detached garage is also consistent with the nearby community setting and the homes in the Henry T. Oxnard historic District located a few blocks to the east.

The homes include four varied designs (Attachment B, Sheet EA.4, Architectural Plans) that incorporate Spanish Revival architectural design features that include low pitched roofs with red terracotta roof tiles (Eagle Roofing Capistrano-3523 Dark Terracotta) and stucco finished in a smooth, white tone (Merlex Glacier White p-100) Santa Barbara finish. Accent color will include chocolate color (Dune Edwards FET 693 Mayan Chocolate) paint finishes on the fascia boards, window trims/sills, and front trellis features. The design of the homes incorporate a combination of arched porch openings and some of the front facing windows will be arched. The large window will be recessed on a double framed wall to visually emphasize the wall thickness. This effect is expected to add character and complement the single story construction. The front elevation also includes three terracotta clay-like vent tubes along the front facing low pitched gable roof.

The three bedroom homes provide identical floor plans that will include a living room, kitchen, and dining area, two baths, and a laundry closet.

- i) **Development Impact Fees:** The City requires development connection and/or impact fees that include proportional shared costs for public services and improvements to be collected prior to issuance of building permits. The proposed project will be required to pay the applicable impact fees, including for wastewater, water system, water service and meter, storm drain, traffic (City and County), growth capital, Quimby (park), public art, and General Plan maintenance connection.

Pursuant to SB330, development fees and standards are subject to those design standards

and fees that were in place at time that Pre-Application (SB330) was filed with the City. The Pre-Application was received by the City on July 16, 2020.

7) Development Advisory Committee:

On November 25, 2019, the Developer submitted pre-submittal (19-150-06) site plans for conceptual site design and initial review before filing for a formal application.

On December 18, 2019, the DAC met with the Applicant and representatives with the Oxnard Union High School District (OUHSD) and offered site design comments on the pre-submittal project.

On November 4, 2020, the DAC reviewed formal development applications and related entitlements. The recommendations of the DAC are reflected in the final design of the Project and as proposed conditions of approval in the attached resolution.

DAC members reviewed the plans associated with the modified project, but the modified Project was not formally reviewed at a DAC meeting.

- 8) Community Workshop and Public Input:** The project site is located within the Fremont South Neighborhood. On January 11, 2021, the project was presented to the public during a Community Workshop meeting. On December 31, 2020, the site was posted with Project details and Community Workshop information and the Developer mailed out 439 meeting agenda notices to the residents of the Fremont South Neighborhood. The meeting was attended by approximately 30 members of the public and persons had an opportunity to ask questions. Persons asked if the Developer could give priority to local residents wishing to purchase a home and the developer said he would consider options within the law and opportunities for local residents to take advantage of housing opportunities. The developer responded to questions regarding home pricing, parking, construction time frames, the alley's design and maintenance, whether ADU's would be permitted, and if construction would conflict with anticipated Campus Park construction time frames. Construction times would take place during normal business hours and the developer did not expect that there would be any construction conflicts between the two projects. The developer acknowledged that the alley would be privately owned and maintained and that it would be built to meet the City's roadway standards to support refuse and fire trucks. In addition, the developer indicated that the alley would be provided with lighting to address some of the dusk to dawn Police concerns. Accessory Dwelling Units (ADU) are not a part of the project's proposal; however, new homeowners may choose to add or convert and accommodate new ADU as allowed under State law and the City Code.

The modified Project was not presented at a new Community Workshop as the modifications were minimal and did not alter items which had been raised at the January 11 Community Workshop or August 26 Planning Commission meeting.

Encanto Homes Subdivision: PZ 21-550-03 (MJMD to PZ 20-500-05 (SUP for a DP); 20-535-03 (DB) & PZ 20-300-04 (TTM#6054)

Planning Commission Hearing Date: December 2, 2021

Page 14 of 14

- 9) **Appeal Procedure:** The requested action on the Tentative Subdivision Map is a recommendation to the City Council in accordance with the Oxnard City Code Section 15-40 (Subdivision). In accordance with OCC Section 16-545, the Planning Commission's action on Planning and Zoning Permit Nos. 21-550-03 (Major Modification to PZ 20-500-05 (SUP for a DP); 20-535-03 (DB) & PZ 20-300-04 (TTM#6054) may be appealed to the City Council within 18 days after the decision date. Appeal forms may be obtained from the City Clerk and must be submitted with the appropriate fees before the end of the appeal period. All aspects of this project shall not become effective unless and until the City Council approves the Tentative Subdivision Map.

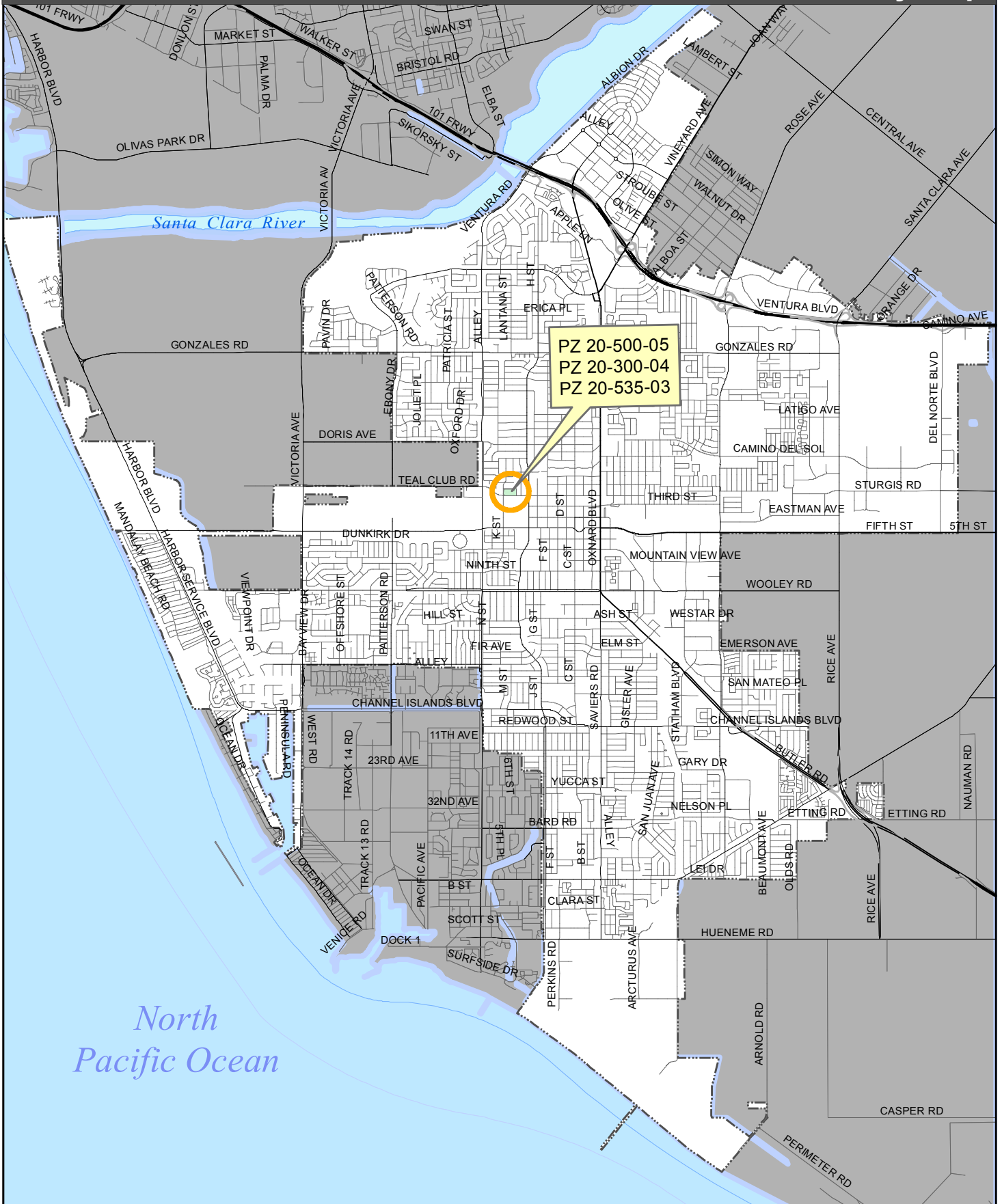
Pursuant to the Planning Commission's action of August 26, 2021, if the Planning Commission action or if the Major Modification should be denied, the project shall be considered entitled and subject to the adopted Resolutions and conditions of approval.

Attachments:

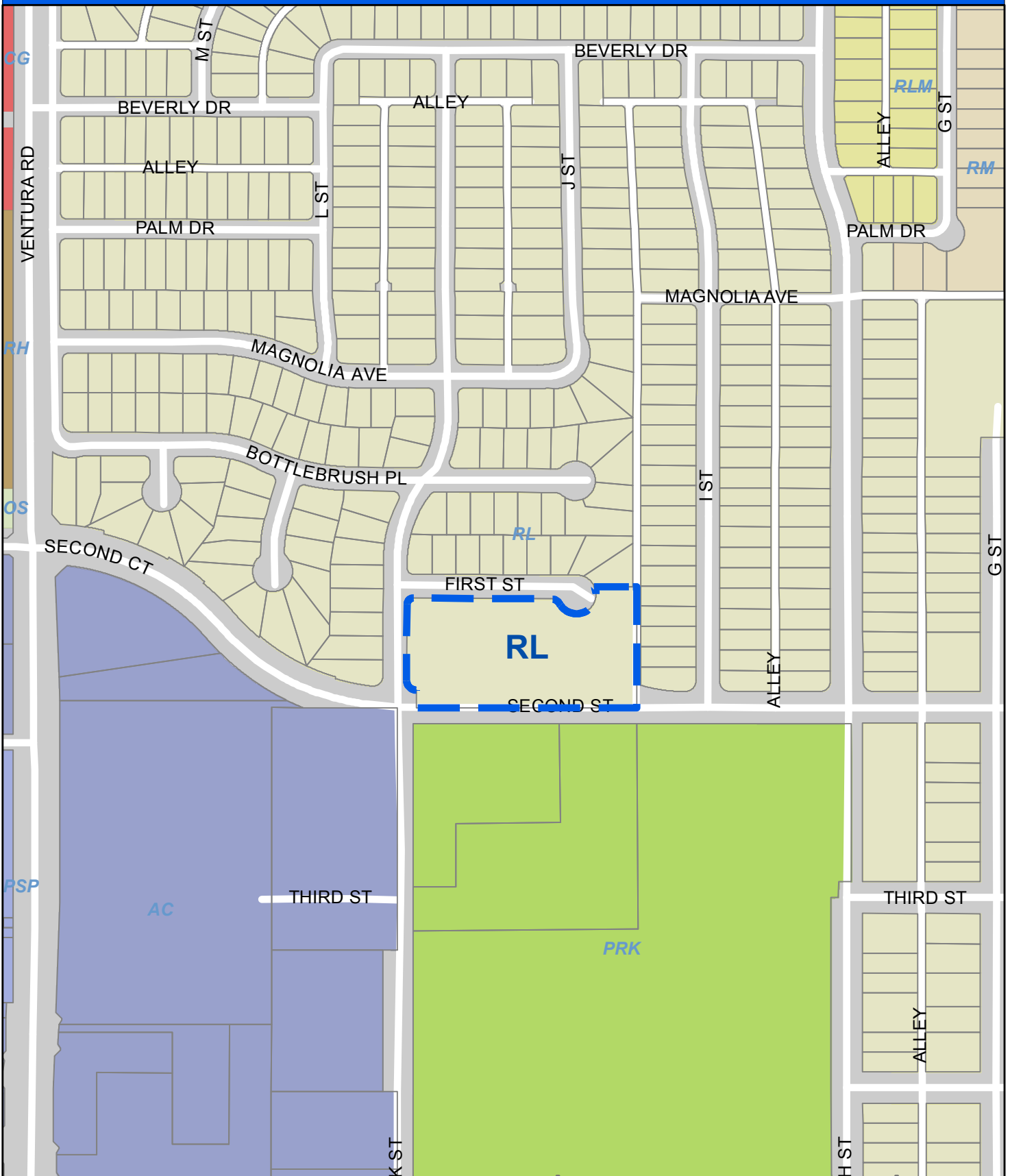
- A. Maps (Vicinity, General Plan, Zoning)
- B. Project Plans
- C. Site Comparison Illustration (Lots 23-27)
- D. Notice of Exemption
- E. Resolution: PZ 21-550-03 (Major Modification: PZ 20-500-05 (Special Use Permit for a Development Plan) & 20-535-03 (Density Bonus Permit))
- F. Resolution: PZ 21-550-03 (Major Modification: PZ 20-300-04 (Tentative Tract Map for Tract 6054))
- G. Staff Presentation

**ATTACHMENT
A
MAPS
(VICINITY, ZONING, GENERAL PLAN MAP)**

Vicinity Map



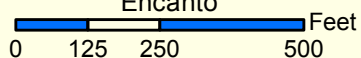
2030 General Plan Land Use Map



Oxnard Planning
November 5, 2020

PZ 20-500-05, 20-300-04, 20-535-03
Location: 1101, 1111 W Second St.
APN: 2020233355

Encanto

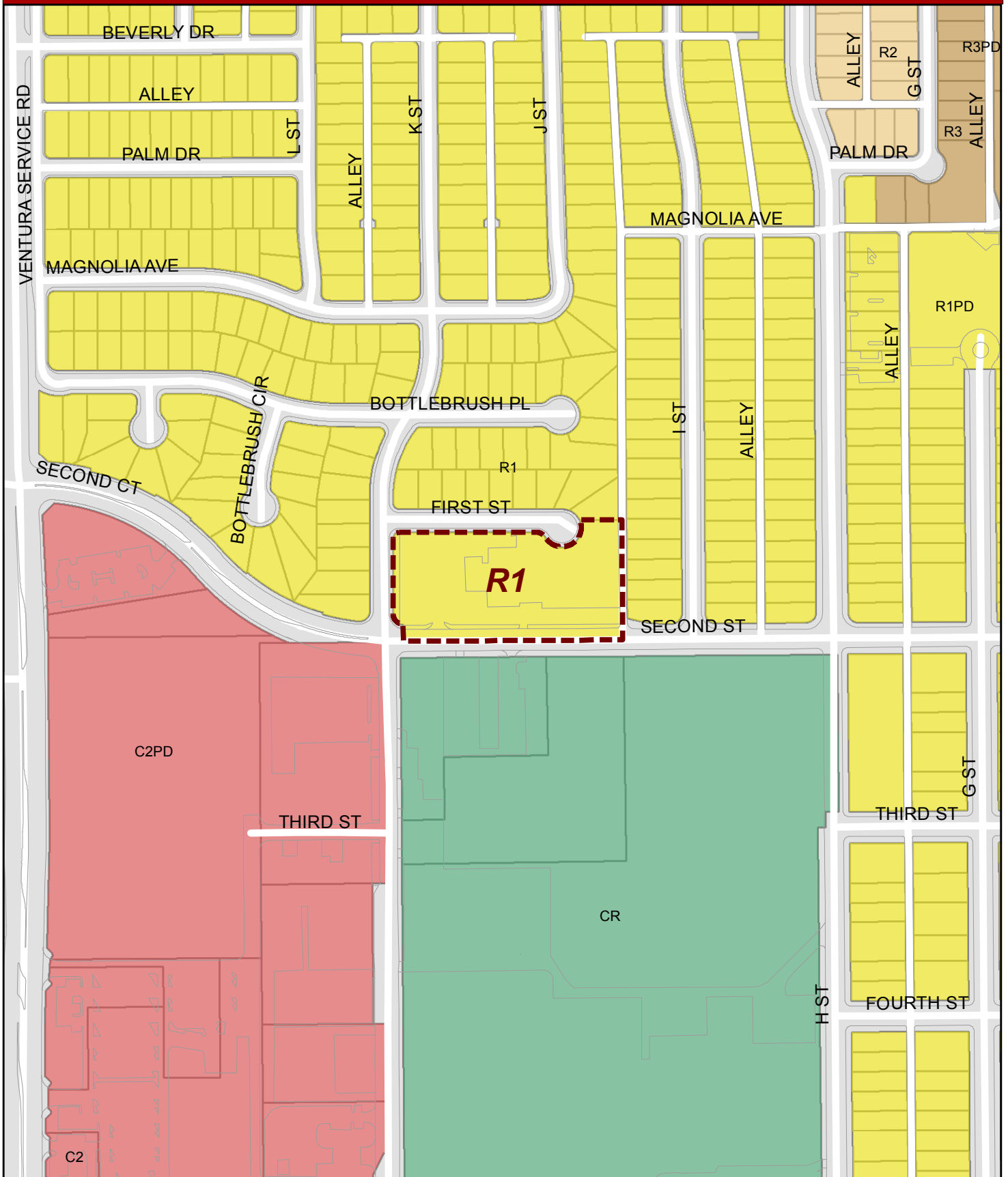


2030 General Plan Land Use Map



1:4,000

Zoning/Specific Plan Map



Oxnard Planning

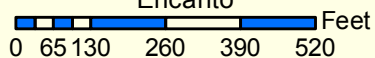
November 5, 2020

PZ 20-500-05, 20-300-04, 20-535-03

Location: 1101, 1111 W Second St.

APN: 2020233355

Encanto



Zoning/Specific Plan Map



1:4,000



ATTACHMENT B

PROJECT PLANS



Heritage Homes II

1101 W 2nd Street
City of Oxnard, California

owner:
Heritage Homes LLC
451 W. 5th Street
Oxnard, CA
contact: Henry Casillas (805) 385-3565

site information:
APN: 202023335
4.10 acres
Zoning: R1 Single Family

proposed development:
27 single-story, three bedroom, two bathroom,
single family homes w/ front porch
detached & attached alley loaded two-car garages

Plan 1 - 1,149 s.f.
Plan 2 - 1,201 s.f.
Garage - 484 s.f.

zoning information:
setbacks:
front - 20' min.
side - 5' min.
rear - 5' to garage
15' to center of alley

interior yard space:
required - 15% of lot area = 575 s.f. min.
provided - 720 s.f. overage, 625 s.f. min.

Consultants
architecture:
DiCecco Architecture Inc.
887 Patriot Drive, Suite C
Moorpark, CA 93021
805.552.0088
contact: Mark Di Cecco AIA

civil engineering:
Encompass Consulting Group
533 N. Lantana Street, Suite 130
Camarillo, CA 93010
805.322.4443
contact: Tristan J. Santos, PE

landscape architecture:
La Group Design Works
24103 Ventura Blvd, Suite 201
Calabasas, CA 91302
818.251.9718
contact: Monica D'Angelo-Tomei

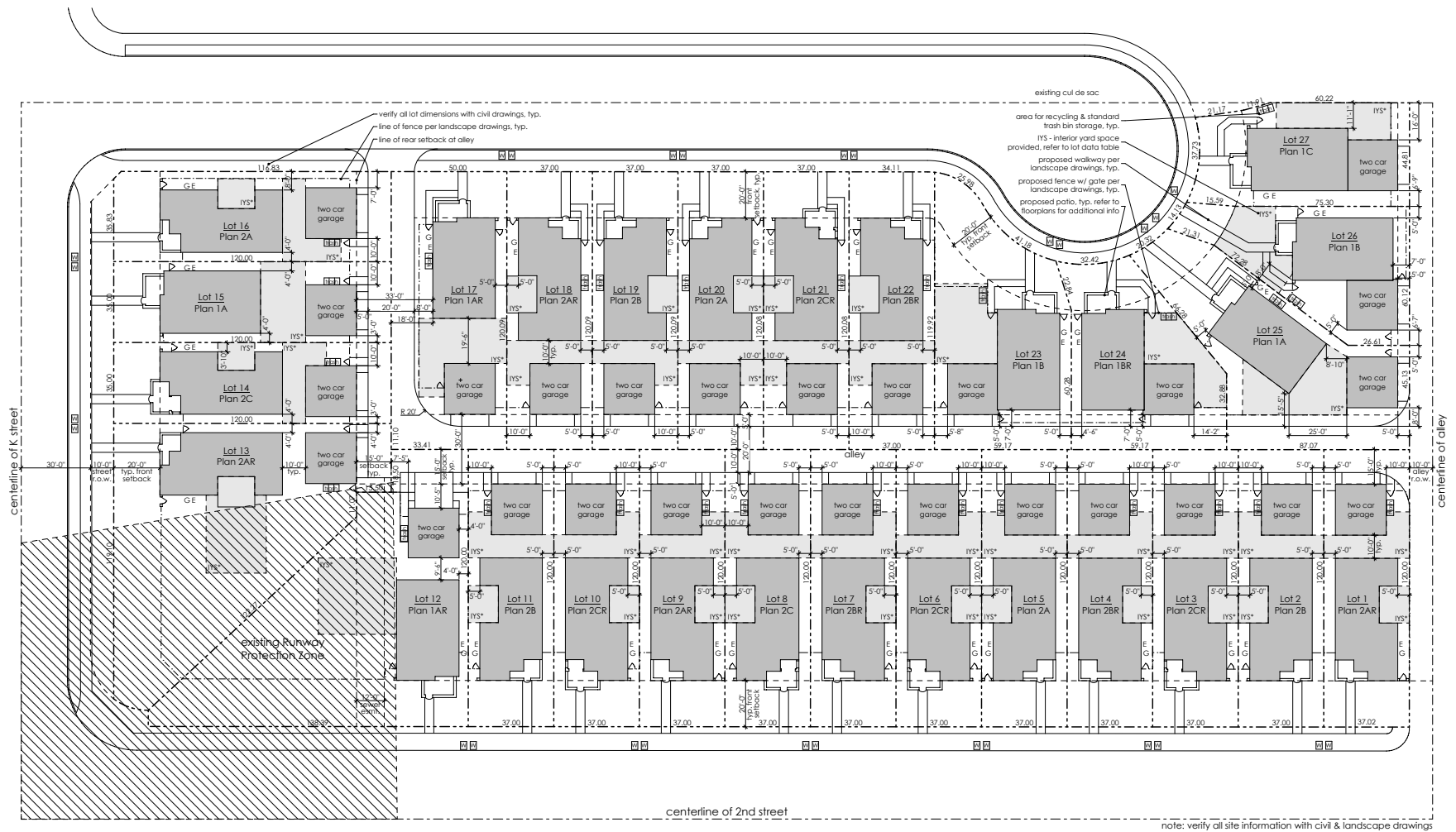
Sheet Index

architecture:
EA.1 Cover
EA.2 Site Plan
EA.3 Floor Plans
EA.4 Material Board
EA.5 Plan 1 Elevations
EA.6 Plan 2A Elevations
EA.7 Plan 2B Elevations
EA.8 Plan 2C Elevations
EA.9 Garage Elevations

civil:
1 Grading Exhibit
2 Site Utility Exhibit
3 Fire Hydrant Exhibit
4 Tentative Tract Map Exhibit

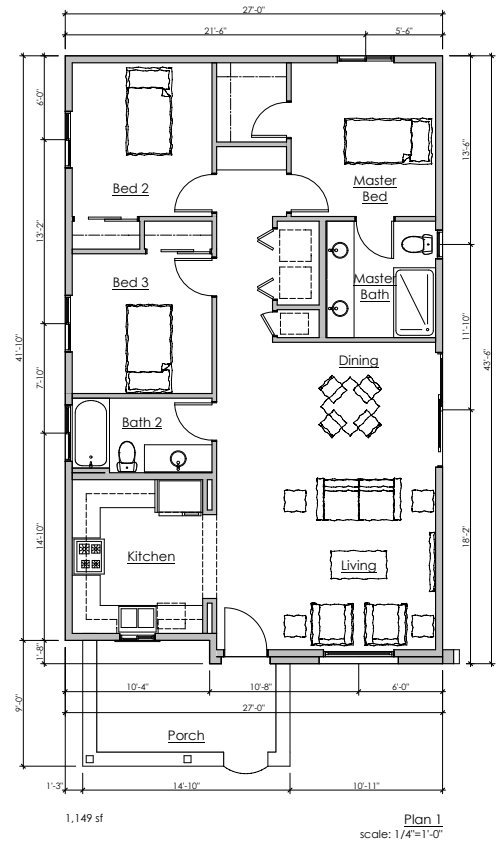
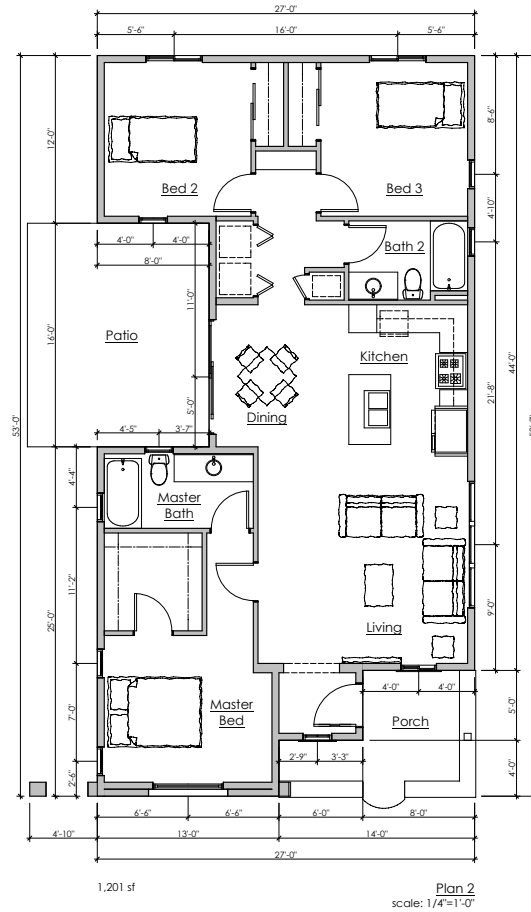
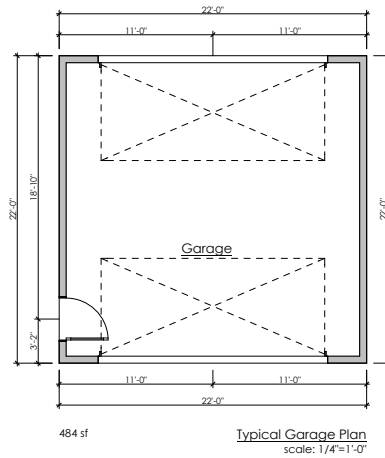
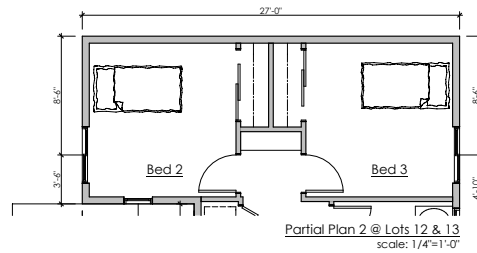
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L-1 Conceptual Landscape Plan
L-2 Conceptual Landscape Plan





Site Plan
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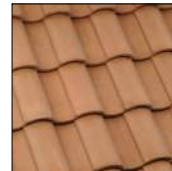
stucco body
Merlex Glacier White p-100
Santa Barbara finish



trim
Dunn Edwards
DET693 Mayan Chocolate

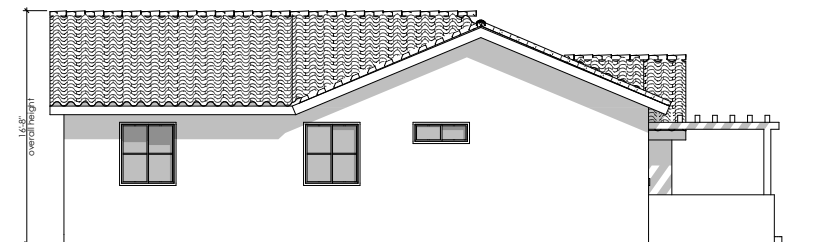


roofing
Eagle Roofing Capistrano
3523 Dark Terracotta

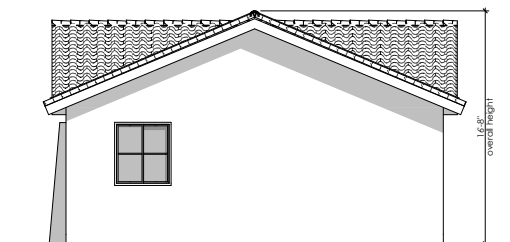


windows
Amsco Artisan
Bronze

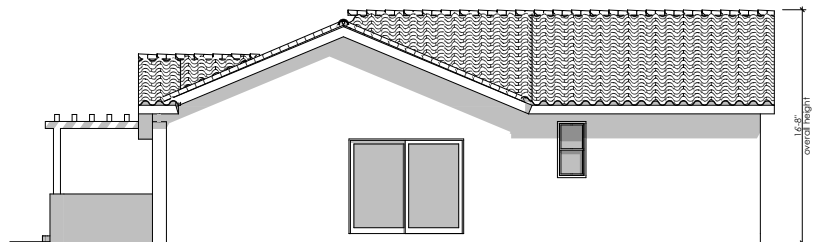




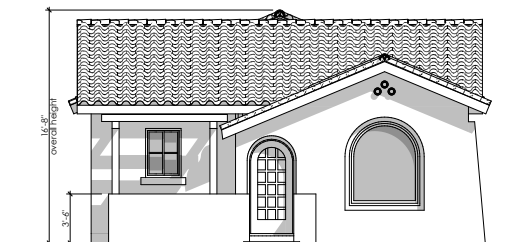
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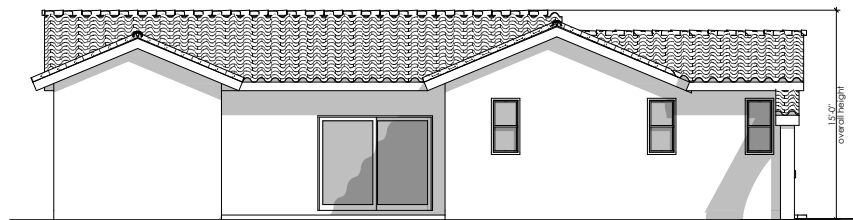
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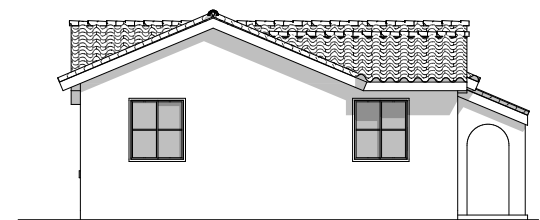
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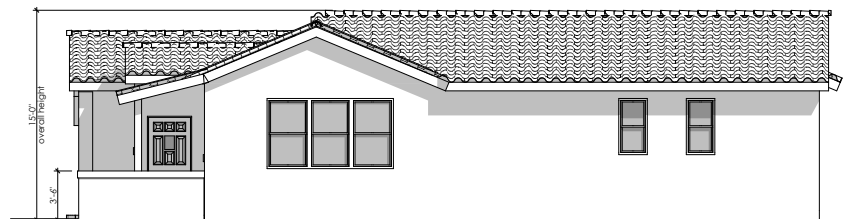
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Left Elevation
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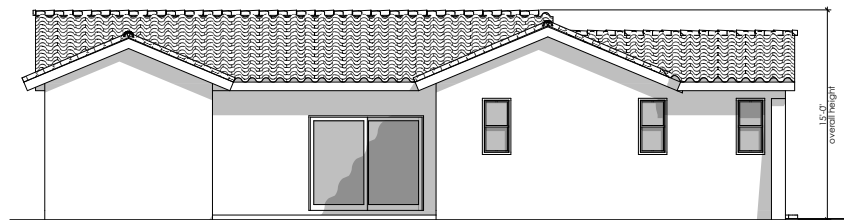
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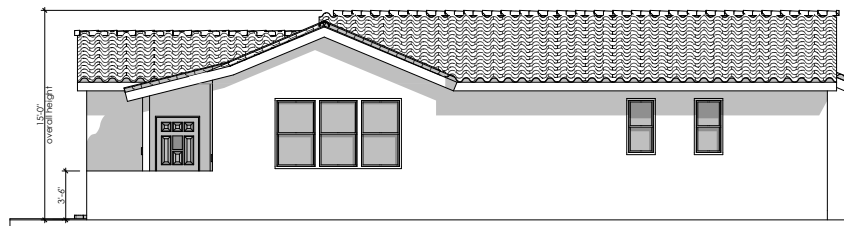
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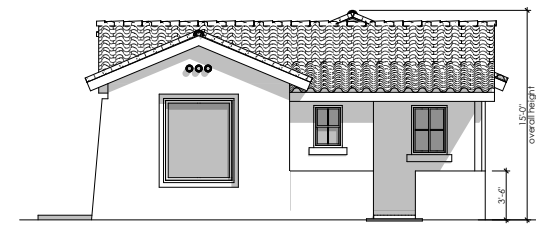
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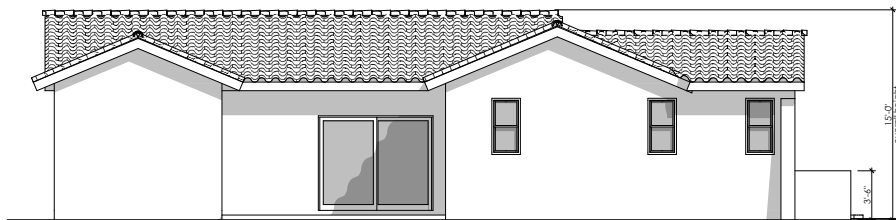
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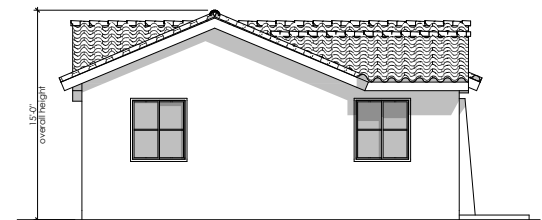
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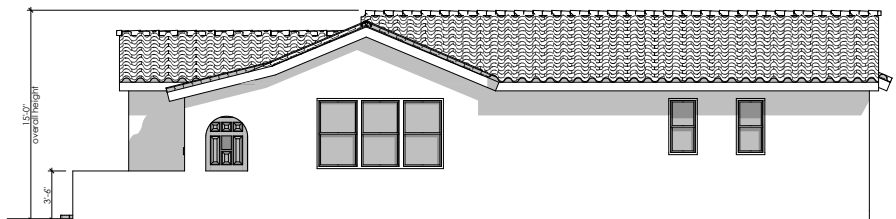
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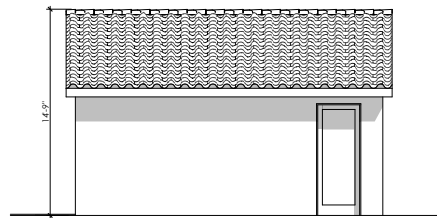
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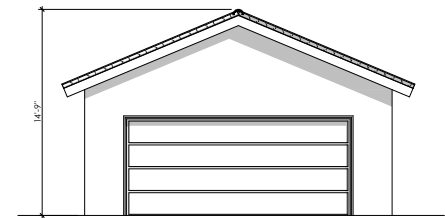
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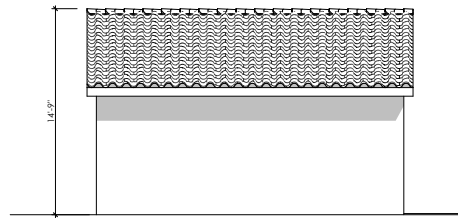
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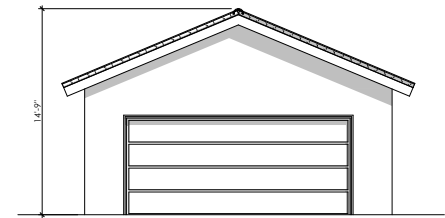
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Rear Elevation
scale: 1/4"=1'-0"



Right Elevation
scale: 1/4"=1'-0"



Front Elevation
scale: 1/4"=1'-0"



PLANNING NOTE:
At the time of landscape plan check submittal, the landscape plans shall contain an exhibit titled "Tree Tabulation Chart". The Tree Tabulation Chart shall contain a listing of all existing trees on the site and shall refer to them by number as identified in the Arborist's Tree Report. The Tree Tabulation Chart shall clearly list all trees which are to remain, be removed or be transplanted. The chart shall contain the arborist's economic appraisal value of all trees to be removed as well as a computation showing how the removed tree value was put back into new tree sizes for the project. The new tree sizes for the project shall be in addition to meeting the minimum tree size of 34" base.

LANDSCAPE NOTES:
1. LANDSCAPING WILL COMPLY WITH THE APPLICATION CITY OF OXNARD LANDSCAPE STANDARD.
2. THE LANDSCAPE AND IRRIGATION WILL COMPLY WITH THE CITY OF OXNARD WATER EFFICIENT LANDSCAPE ORDINANCE NO. 3820 AND LANDSCAPE WATER CONSERVATION.
3. LANDSCAPE ARCHITECT SHALL PROVIDE THE CITY WITH WRITTEN CONFIRMATION THAT THEY HAVE REVIEWED THE CIVIL ENGINEERING CONSTRUCTION DRAWINGS AND THAT THE NOTES REQUIREMENTS ARE NOT IN CONFLICT WITH THE CITY'S LANDSCAPE REQUIREMENTS.
4. LANDSCAPING AT CORNER LOTS/INTERSECTIONS, SHALL BE MAINTAINED TO A MAXIMUM HEIGHT OF 36" INCHES OR LESS.

MATERIALS KEY		
	WUCOLS	
	MOO-Mix	
	LOW	
	HIGH	
	HIGH	
	HIGH	

STREET TREES



FRONT YARD CANOPY TREE



UPRIGHT ACCENT TREES



Scale: 1" = 20'-0"

DI CECCO ARCHITECTURE INCORPORATED
887 Patriot Drive, Suite C
Moorpark, CA 93021
(805) 552-0088



PREPARED FOR:
Heritage Homes II, LLC
451 West Fifth Street
Oxnard, CA 93030
805.385-3565

ENCANTO

Oxnard, California

CONCEPTUAL LANDSCAPE PLAN

Landscape Architecture

Rev: 10.22.2021
JOB # 4682
L-I
L.A. GROUP
Design Works
Landscape Architecture
24013 Ventura Blvd. Suite 201
Calabasas, CA 91302
818.251.9718 / 818.251.9719
email: DesignWorks@lagroupinc.net



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MATERIALS KEY		
	Private Yard	W/COLLS
	Interior Landscaping	-
	Rear Alley Facing Landscaping	MOD-MIX
	Front Yard Landscaping	LOW
	Lawn within Property	HIGH
	Lawn in R.O.W.	HIGH
	Lawn Parkway	HIGH
	High Wood Fence & Gate	
	High Block Wall	
	Trash & Recycle Bins	
	Lawn Header	

STREET TREES



FRONT YARD CANOPY TREE



UPRIGHT ACCENT TREES



Scale: 1" = 20'-0"

DI CECCO ARCHITECTURE INCORPORATED
887 Patriot Drive, Suite C
Moorpark, CA 93021
(805) 552-0088



PREPARED FOR:
Heritage Homes II, LLC
451 West Fifth Street
Oxnard, CA 93030
805.385-3565

ENCANTO

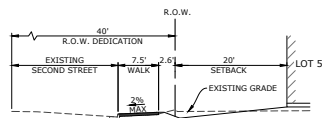
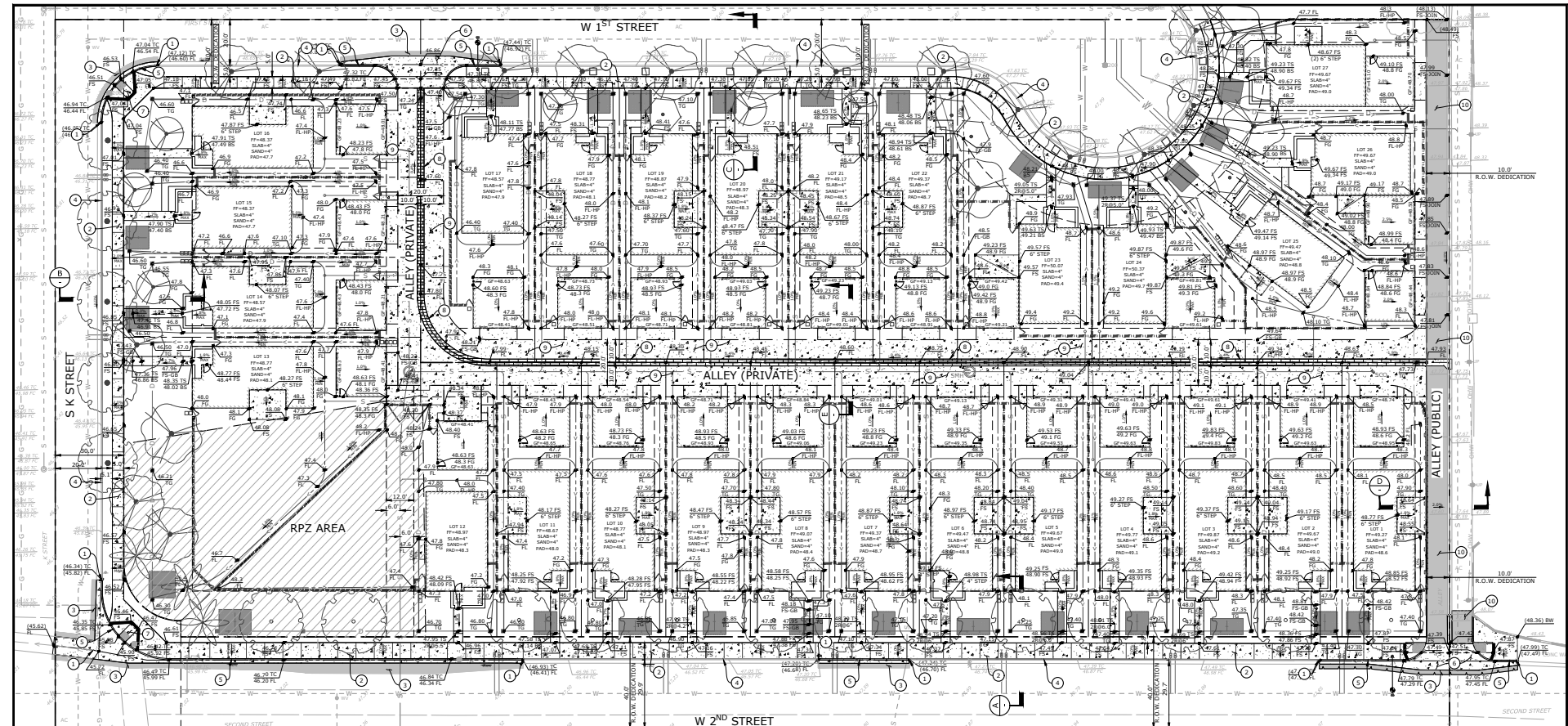
Oxnard, California

CONCEPTUAL LANDSCAPE PLAN

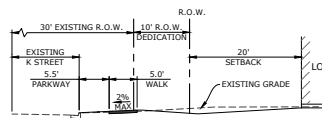
L.A. Group Design Works, Inc.

Landscape Architecture

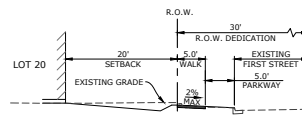
Rev: 10.22.2021
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L-I
L.A. GROUP
Design Works
Landscape Architecture
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Calabasas, CA 91302
p 818.251.9716 / f 818.251.9719
email: DesignWorks@lagroupinc.net



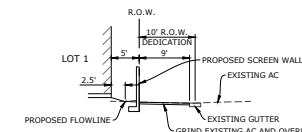
SECTION "A"
N.T.S.



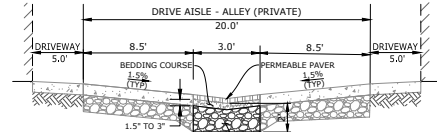
SECTION "B"
N.T.S.



SECTION "C"
N.T.S.



SECTION "D"
N.T.S.



SECTION "E"
N.T.S.

CONSTRUCTION NOTES

1. MATCH EXISTING.
2. CONSTRUCT CONCRETE SIDEWALK PER COX STD. PLATES 112 AND 113.
3. CONSTRUCT MINIMUM 2" WIDE ASPHALT CONCRETE PAVEMENT.
4. PROTECTING EXISTING CURB AND GUTTER.
5. CONSTRUCT CURB & GUTTER PER COX STD. PLATE 111, TYPE A2-6.
6. CONSTRUCT COMMERCIAL DRIVEWAY PER COX STD. PLATE 116.
7. CONSTRUCT CURB RAMP PER COX STD. PLATE 110.

LEGEND

- EXISTING RIGHT OF WAY
- PROPOSED RIGHT OF WAY
- EXISTING EASEMENT
- PRIVATE ALLEY ACCESS EASEMENT
- SEWER EASEMENT
- PROPOSED PROPERTY LINE

GENERAL NOTES

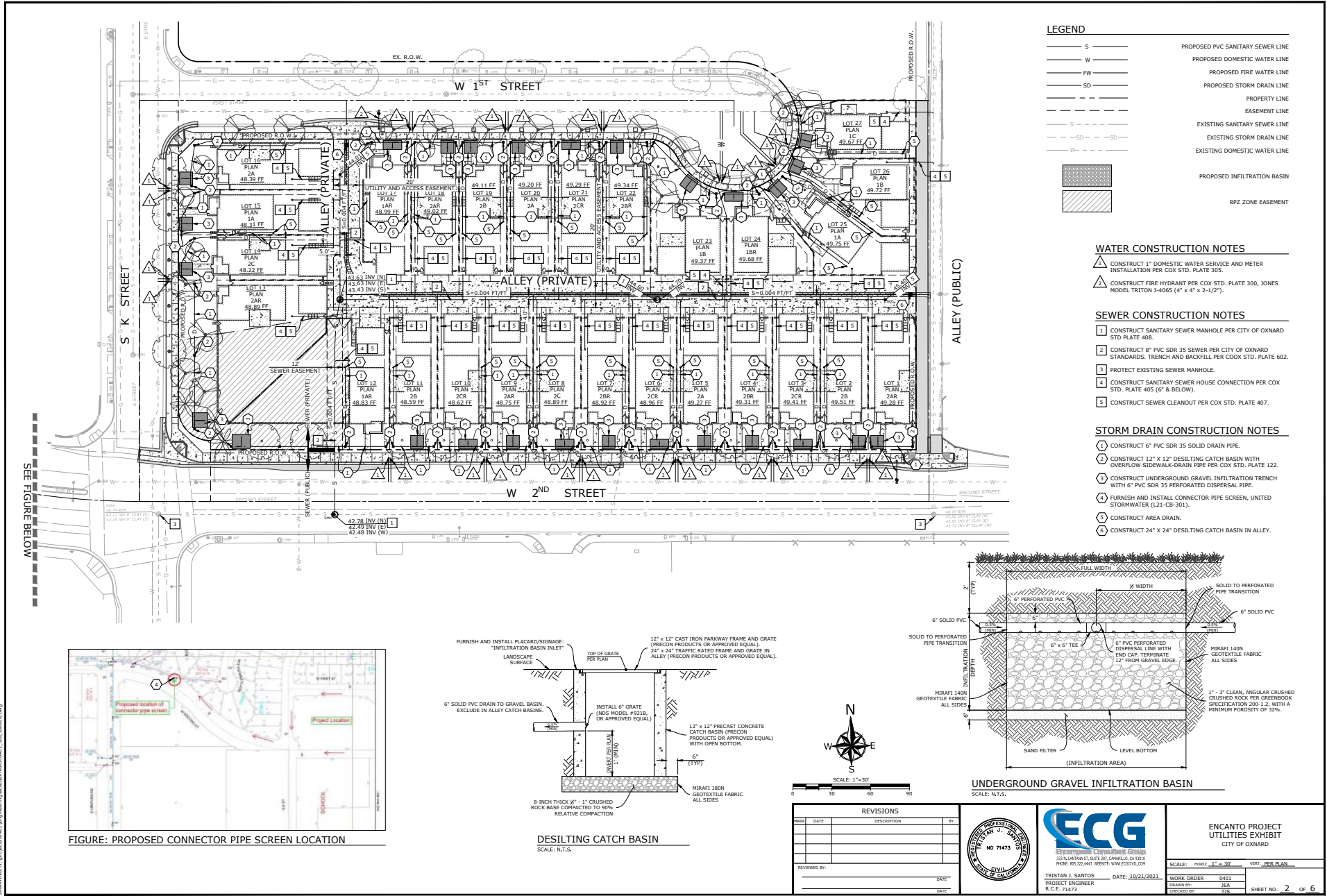
1. ALL EXISTING TREES ALONG EXISTING SIDEWALK TO BE REMOVED - SEE LANDSCAPE PLANS.
2. ALL EXISTING STREET SIGNAGE SHALL BE REMOVED AND REPLACED IN KIND.

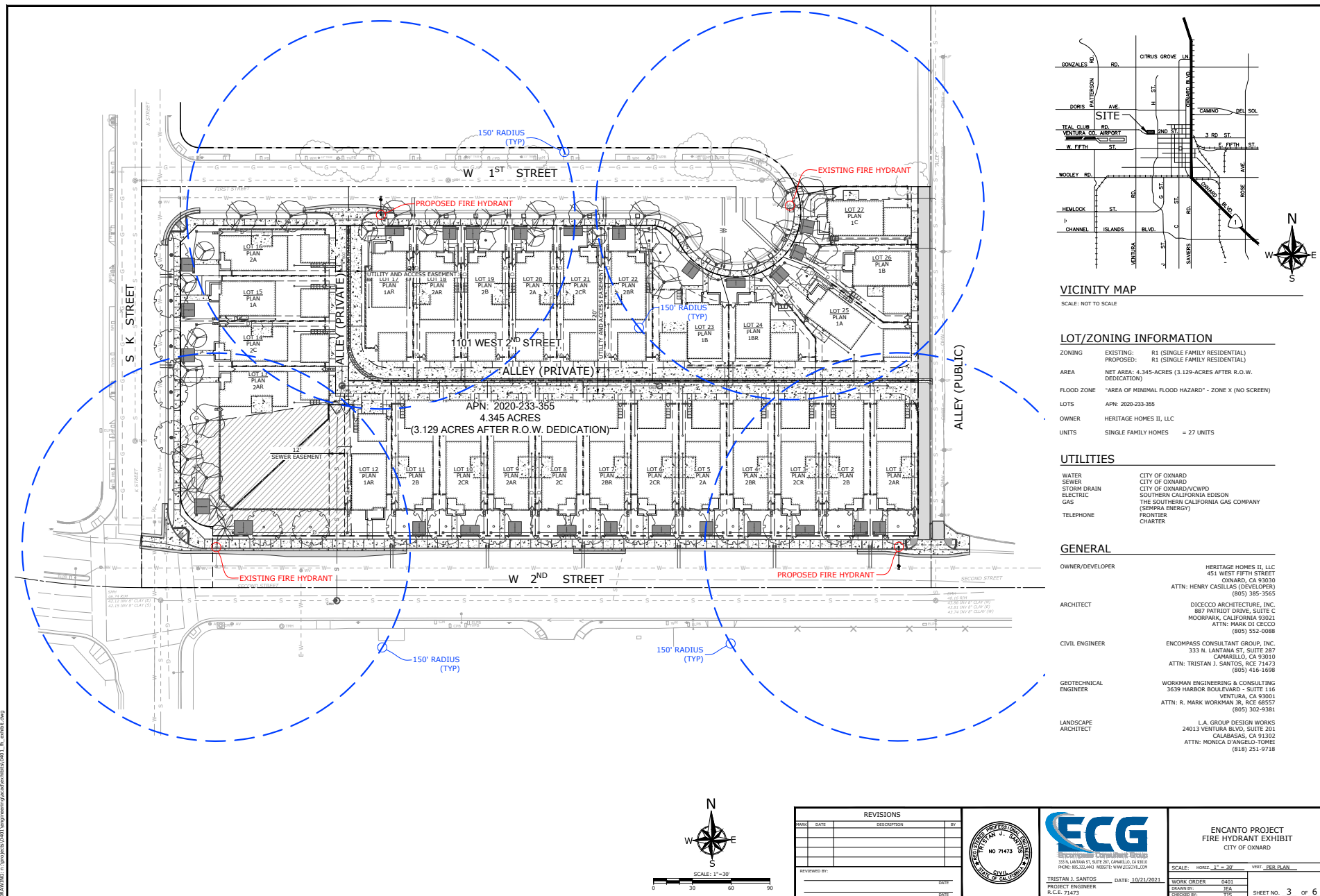
NO.	DATE	DESCRIPTION	BY



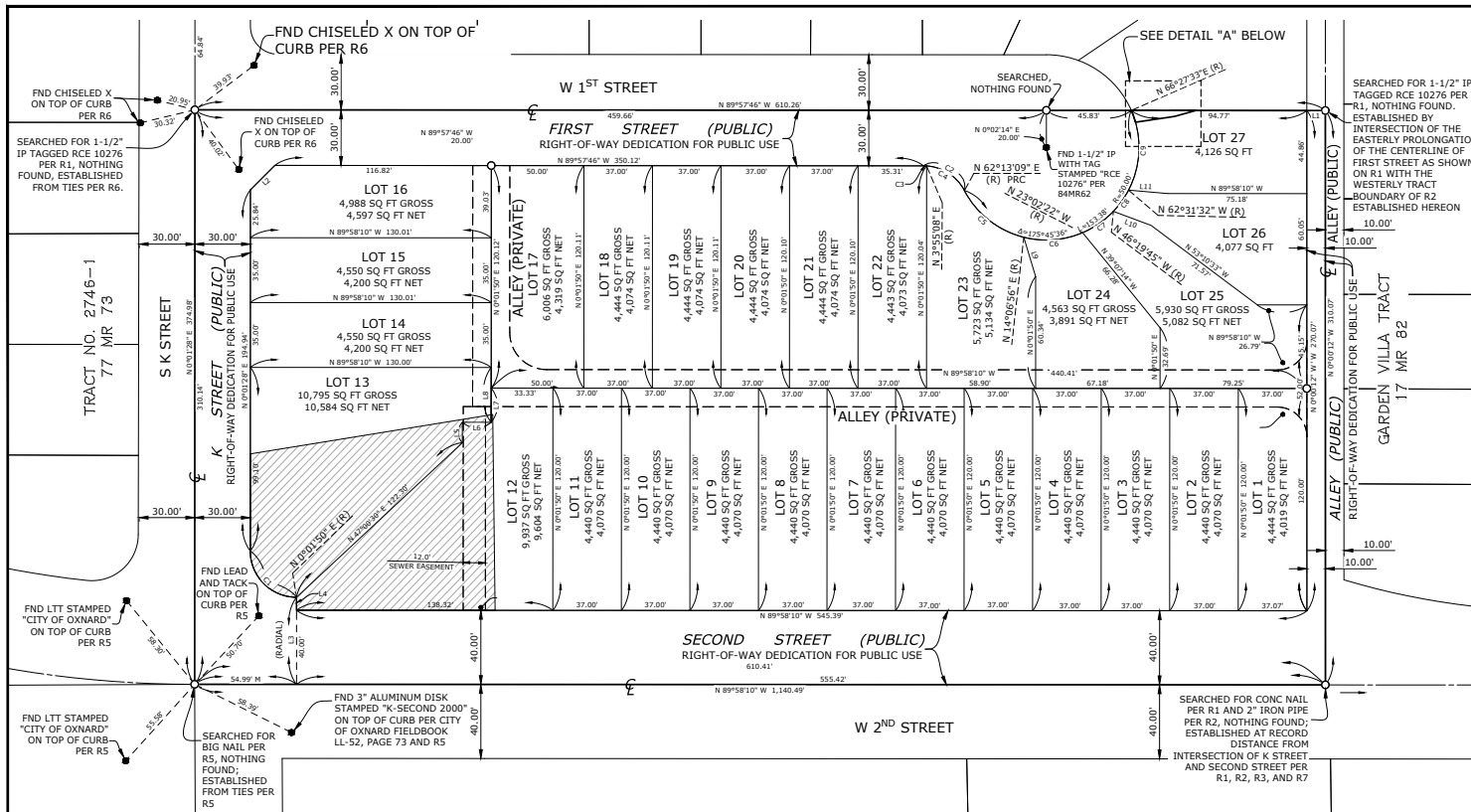
ENCANTO PROJECT GRADING AND DRAINAGE EXHIBIT CITY OF OXNARD	
SCALE: HORIZ. 1"=30'	VERT. 1"=10'
WORK ORDER: 0401	SHEET NO. 1 OF 6

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DRAWING IN: 10/21/2021 10:00:00 AM C:\Users\jcsantos\OneDrive\Documents\10212021\10212021.dwg



LEGEND

---	RIGHT-OF-WAY
---	LOT LINE
---	STREET CENTER LINE
---	EASEMENT LINE
S	SEWER
W	WATER
FW	FIRE WATER
SD	STORM DRAIN
[Hatched Box]	OXNARD AIRPORT RUNWAY PROTECTION ZONE (RPZ) AREA

UTILITIES

WATER	CITY OF OXNARD
SEWER	CITY OF OXNARD
STORM DRAIN	CITY OF OXNARD/CWPO
ELECTRIC	SOUTHERN CALIFORNIA EDISON
GAS	THE SOUTHERN CALIFORNIA GAS COMPANY (SEMPRA ENERGY)
TELEPHONE	VERIZON

GENERAL

OWNER / DEVELOPER	HERITAGE HOMES, LLC 451 WEST FIFTH STREET OXNARD, CA 93030 ATTN: HENRY CASILLAS (805) 385-1565
ARCHITECT	DI CECCO ARCHITECTURE INCORPORATED 887 PATRIOT DRIVE, SUITE C MOORPARK, CALIFORNIA 93021 ATTN: MARK DI CECCO (805) 552-0088
CIVIL ENGINEER	ENCOMPASS CONSULTANT GROUP, INC. 333 N. LAKTANA ST., SUITE 207 CAMARILLO, CA 93010 ATTN: TRISTAN J. SANTOS, RCE 71473 (805) 416-1686
GEOTECHNICAL ENGINEER	WORKMAN ENGINEERING & CONSULTING 3639 HARBOR BOULEVARD - SUITE 116 VENTURA, CA 93001 ATTN: R. MARK WORKMAN JR., RCE 68557 (805) 302-9381

LOT/ZONING INFORMATION

ZONING	EXISTING: R1 (SINGLE FAMILY RESIDENTIAL) PROPOSED: R1 (SINGLE FAMILY RESIDENTIAL)
AREA	NET AREA: 4.345-ACRES (3.129-ACRES AFTER R.O.W. DEDICATION)
FLOOD ZONE	*AREA OF MINIMAL FLOOD HAZARD* - ZONE X (NO SCREEN)
LOTS	APN: 200-233-355
OWNER	HERITAGE HOMES II, LLC
UNITS	SINGLE FAMILY HOMES = 27 UNITS

LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF SUBDIVISION 28, RANCHO EL RIO DE SANTA CLARA O' LA COLONIA, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE MAP FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY IN THAT CERTAIN ACTION ENTITLED, "THOMAS A. SCOTT, ET AL., PLFFS., VS. RAFAEL GONZALES, ET AL., DEFTS.", DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF GARDEN VILLA TRACT AS PER MAP RECORDED IN BOOK 17, PAGE 82 OF MAPS, RECORDS OF SAID COUNTY; THENCE, NORTH 89°58'10" 40" WEST BEING THE WESTERLY PROLONGATION OF THE SOUTH LINE OF THE ABOVE MENTIONED GARDEN VILLA TRACT 610.41 FEET; THENCE, NORTH 0° 01' 36" WEST 310 FEET; THENCE, SOUTH 89° 58' 40" EAST BEING PARALLEL WITH SAID SOUTH LINE 610.41 FEET TO A POINT IN THE WEST LINE OF SAID TRACT; THENCE, SOUTH 0° 01' 36" EAST 310 FEET TO THE POINT OF BEGINNING.

PREPARER'S STATEMENT

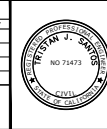
THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

TRISTAN J. SANTOS, RCE 71473
DATE: 10/21/2021



DETAIL "A" - ACCESS EASEMENT

REVISIONS		
NO.	DATE	DESCRIPTION



TRISTAN J. SANTOS
PROJECT ENGINEER
R.C.E. 71473

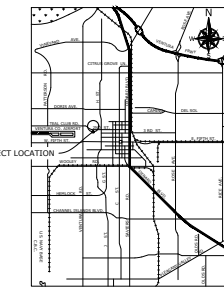
VICINITY MAP

SCALE: NOT TO SCALE

ENCANTO PROJECT TENTATIVE TRACT MAP CITY OF OXNARD	
SCALE: HORIZ. 1" = 30'	VERT. 1" = 10'
WORK ORDER: 0401	DATE: 10/21/2021
DRAWN BY: [blank]	CHECKED BY: [blank]
SHEET NO. 4 OF 6	

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	89°59'38"	25.00'	39.27'
C2	62°10'55"	25.00'	27.13'
C3	3°52'54"	25.00'	1.69'
C4	58°18'01"	25.00'	25.44'
C5	48°06'13"	50.00'	41.98'
C6	37°09'19"	50.00'	32.42'
C7	23°17'23"	50.00'	20.32'
C8	16°11'47"	50.00'	14.13'
C9	51°00'55"	50.00'	44.52'

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N 89°57'46" W	10.00'
L2	N 89°57'46" W	10.00'
L3	N 45°01'51" E	18.67'
L4	N 00°01'50" E	47.00'
L5	N 00°01'50" E	7.00'
L6	N 89°58'10" W	15.58'
L7	N 00°01'50" E	18.50'
L8	N 00°01'50" E	29.60'
L9	N 16°47'17" W	22.20'
L10	N 69°36'06" W	21.74'
L11	N 84°59'13" W	21.16'



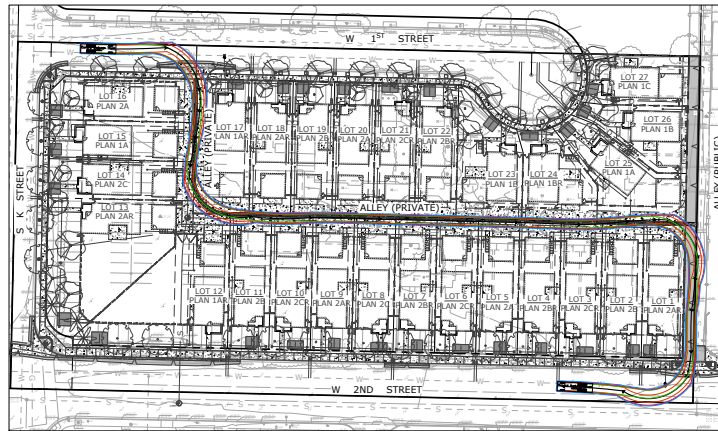


FIGURE 1: INGRESS 1ST STREET (EB) / EGRESS ALLEY (SB)
N.T.S.

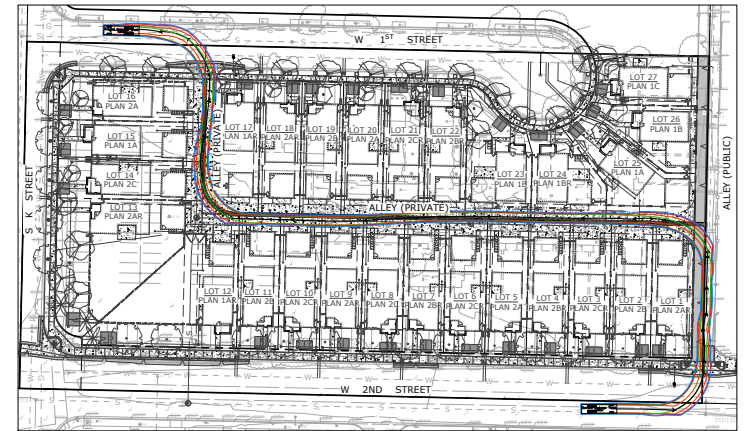


FIGURE 2: INGRESS ALLEY (NB) / EGRESS 1ST STREET (WB)
N.T.S.

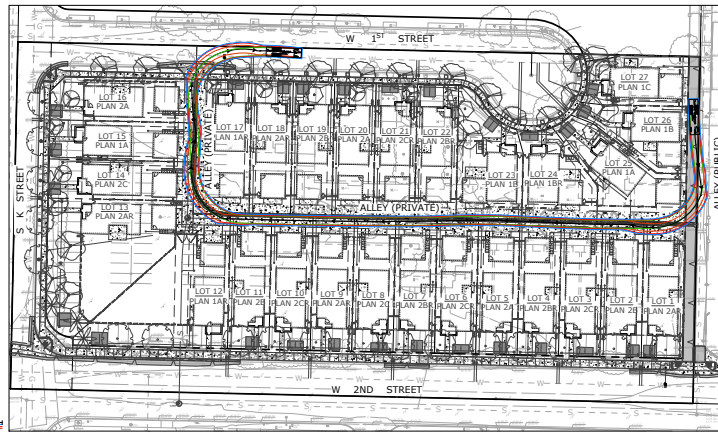


FIGURE 3: INGRESS ALLEY (SB) / EGRESS 1ST STREET (EB)
N.T.S.

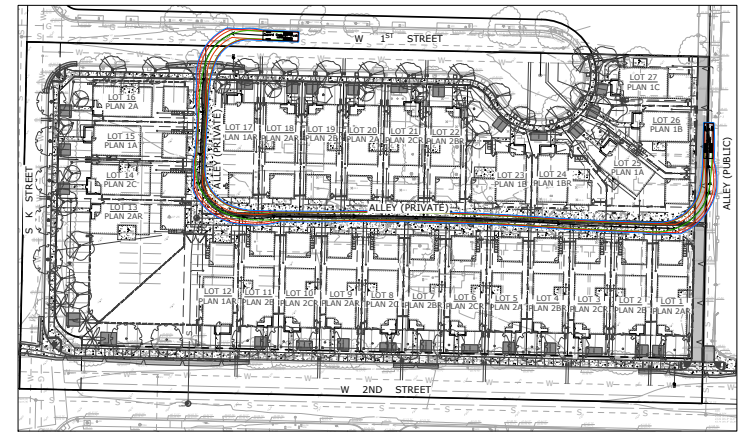
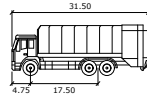
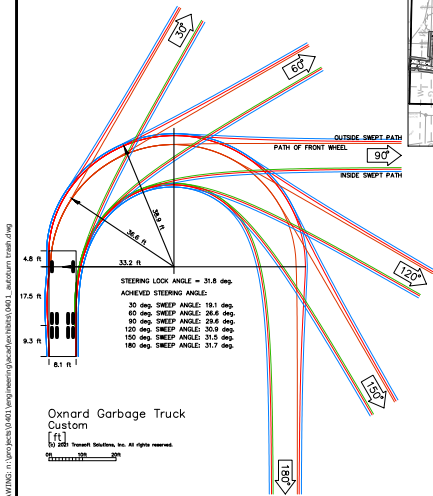
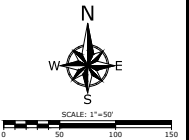


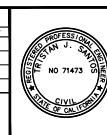
FIGURE 4: INGRESS 1ST STREET (WB) / EGRESS ALLEY (NB)
N.T.S.



Oxnard Garbage Truck
feet
Width : 8.08
Track : 7.15
Lock to Lock Time : 6.0
Steering Angle : 31.8



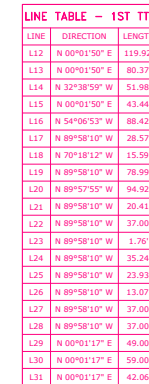
REVISIONS			
NO.	DATE	DESCRIPTION	BY



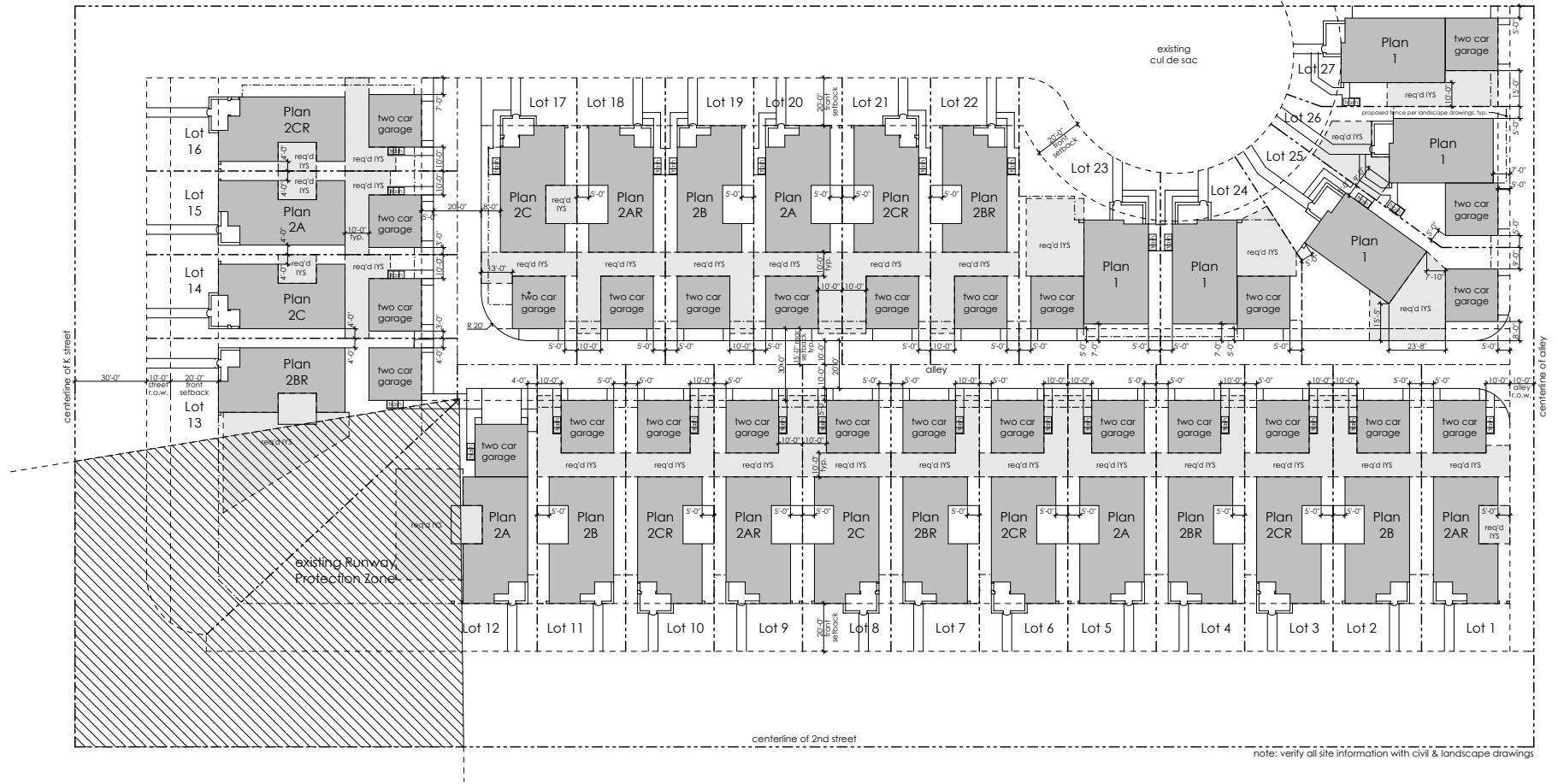
ENCANTO PROJECT WASTE COLLECTION VEHICLE TURNING EXHIBIT CITY OF OXNARD			
SCALE: HORIZ - 1" = 50'	VERT - PER PLAN	WORK ORDER: 0401	DATE: 10/23/2021
TRISTRAM J. SANTOS	PROJECT ENGINEER	TRISTRAM J. SANTOS	DATE: 10/23/2021
REVISIONS:	BY:	DATE:	

ATTACHMENT C

SITE COMPARISON ILLUSTRATION (LOTS 23-27)

224

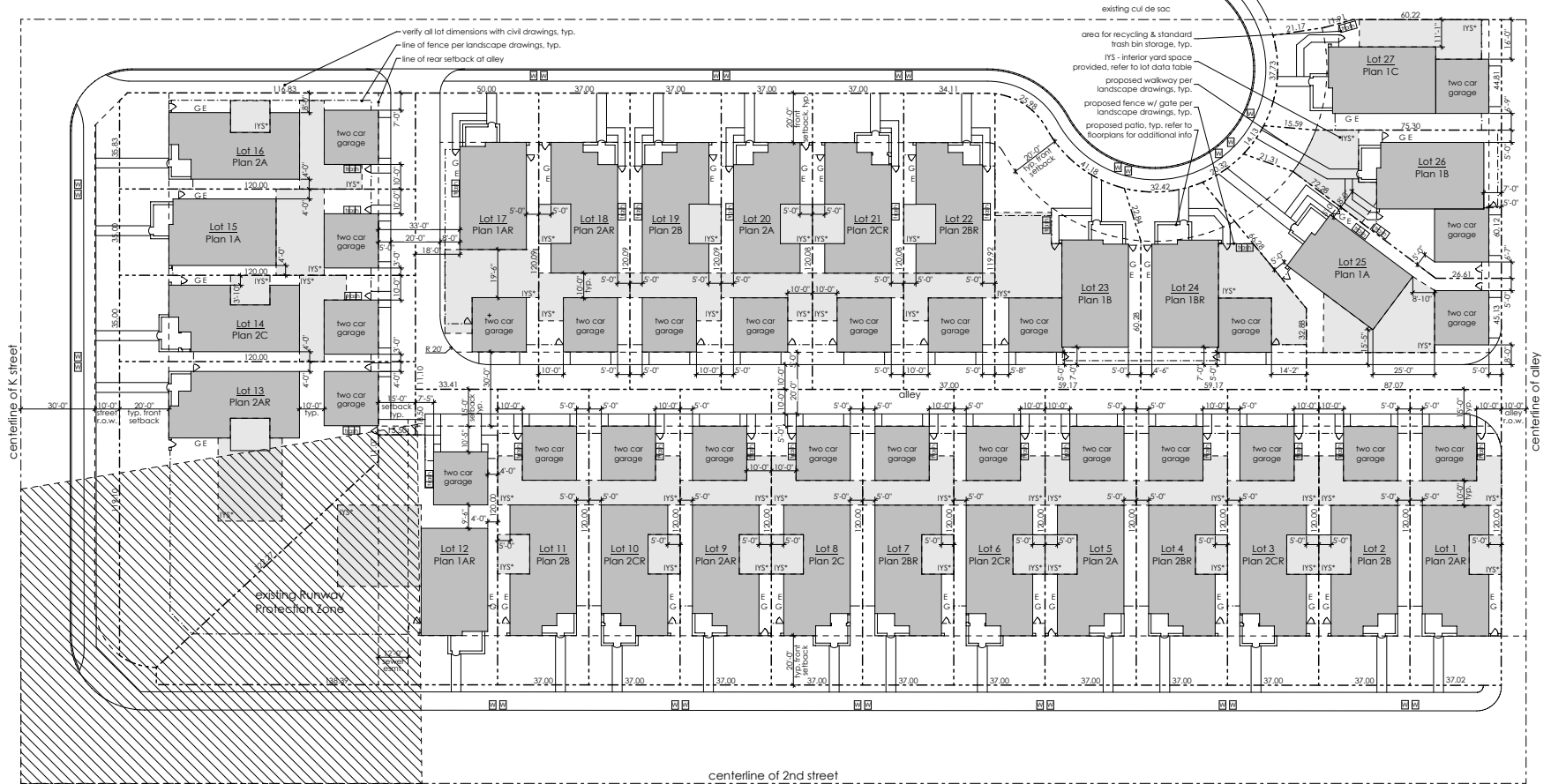
APPROVED



Site Plan
scale: 1"=20'



PROPOSED



Site Plan
scale: 1"=20'

RESOLUTION NO. 2021-47

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING CITY COUNCIL APPROVAL OF PLANNING AND ZONING PERMIT (PZ) NO. 21-550-03 (MAJOR MODIFICATION) TO PZ 20-300-04 (TENTATIVE SUBDIVISION MAP OF TRACT NO. 6054), TO SUBDIVIDE A 4.10-ACRE SITE INTO 27 PARCELS TO CONSTRUCT 27 DETACHED SINGLE-FAMILY HOMES ON 27 SEPARATE LOTS RANGING BETWEEN 3,891 AND 10,584 SQUARE FEET IN AREA. THE DEVELOPED 4.10-ACRE SITE IS ZONED FOR SINGLE FAMILY RESIDENTIAL (R-1) AND IS LOCATED AT 1101 & 1111 WEST SECOND STREET (APN: 202-0-233-355) WITHIN THE FREMONT SOUTH NEIGHBORHOOD. THE PROJECT INCLUDES THE DEDICATION OF APPROXIMATELY 1-ACRE OF LAND FOR THE BENEFIT OF PUBLIC RIGHT-OF-WAY FOR EXISTING AND PROPOSED ROADWAY IMPROVEMENTS ALONG ALL FOUR SIDES OF THE PROPOSED DEVELOPMENT. FILED BY HENRY CASILLAS, ON BEHALF OF THE OXNARD UNION HIGH SCHOOL DISTRICT, PROPERTY OWNER, 451 WEST FIFTH STREET, OXNARD, CALIFORNIA 93030.

WHEREAS, on July 16, 2020, designated agent Henry Casillas on behalf of the Oxnard, Union High School District, Property Owner, (the “**Applicant**” and/or “**Developer**”) submitted a Pre-Application (PZ 20-600-05) pursuant to Senate Bill (SB) 330 and locking development fees and standards to those design standards and fees that were in place at time that Pre-Application (SB330) was filed with the City; and

WHEREAS, on November 3, 2020, designated agent Henry Casillas on behalf of the Oxnard, Union High School District, Property Owner, (the “**Applicant**” and/or “**Developer**”) submitted a request for a Tentative Subdivision Map of Tract No. 6054, pursuant to Oxnard City Code Section 15-10, to allow the construction of 27 single family subdivision of a 4.10-acre site into 27 lots ranging between 3,838 and 9,946 square feet in size and dedication of approximately 1-acre of land for the benefit of public right-of-way for existing and proposed roadway improvements along all four sides of the proposed development; on a site commonly known as the Oxnard Union High School Adult Education school site located at 1101 & 1111 West Second Street; and

WHEREAS, the the Tentative Subdivision Map of Tract No. 6054 was designed to be consistent with the associated Density Bonus application (PZ No. 20-535-03); and

WHEREAS, on August 26, 2021, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly noticed public hearing to consider Applicant’s request to approve Planning and Zoning Permit No. 20-300-04 (Tentative Subdivision Map of Tract No. 6054) to accommodate a 27 single family home subdivision on a 4.10-acre site with lots ranging between 3,838 and 9,946 square feet in accordance with Chapter 15 (Subdivision Ordinance) of the Oxnard City Code and the State Subdivision Map Act, filed by Henry Casillas, on behalf of the Oxnard Union School District, Property Owner, 451 West Fifth Street, Oxnard California 93030; and

WHEREAS, on November 1, 2021, the Applicant filed Planning and Zoning Permit No. 21-550-03 (Major Modification), proposal to repeal Resolution No. 2021-23 adopted by the Planning Commission on August 26, 2021 to modify the configuration of five (5) of the 27 lots due to an underlying agreement between the Oxnard Union High School District and the property owners of 1101 West First Street. The change to the proposed site plan and Tentative Tract Map No. 6054 will carve out a 126 square foot (net area) triangular shaped area of Lot 27 and said land will be deeded to the adjacent property (1101 West First Street); and

WHEREAS, on December 2, 2021, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly noticed public hearing to consider Applicant’s request to approve Planning and Zoning Permit No. 21-550-03 (Major Modification) to PZ No. 20-300-04 (Tentative Subdivision Map of Tract No. 6054) to adjust the site plan and Tentative Tract Map plotting of five lots (Lots 23 through 27) to exclude a 126 square-foot area designated for private easement/land transfer to an adjacent property (1101 West First Street) located north of Lot 27 of Tentative Tract No. 6054; and

WHEREAS, the five lots have been reconfigured to accommodate the 126 square-foot area to be excluded and comply with the City’s development standards, Tentative Tract Map lot area, and the Planning Commission’s recent (August 26, 2021) entitlement review and actions related to Planning and Zoning Permit 20-500-05 (Special Use Permit for Planned Development); PZ 20-300-04 (Tentative Subdivision Map for T6054); and PZ 20-535-03 (Density Bonus); and

WHEREAS, Planning and Zoning Permit No. 21-550-03 (Major Modification) continues to be consistent with the intent of the Planning Commission’s action of August 26, 2021, to allow the subdivision of a 4.10-acre site into 27 lots to allow for the construction of 27 single-story, three bedroom homes with attached and detached two-car garages with alley access an

WHEREAS, the the modified Tentative Subdivision Map of Tract No. 6054 was designed to be consistent with the associated Density Bonus application (PZ No. 20-535-03); and

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

WHEREAS, the proposed subdivision, together with the provisions for its design and improvement, is consistent with the 2030 General Plan; and

WHEREAS, the Planning Commission finds the Tentative Subdivision Map conforms to the City's 2030 General Plan and elements thereof; and

WHEREAS, the Planning Commission of the City of Oxnard has considered an application for Planning and Zoning Permit Nos. 20-500-05 (Special Use Permit for a Development Plan); and 20-535-03 (Density Bonus Permit); and

WHEREAS, the Planning Commission finds, after due study, deliberation and public hearing, that the project meets the criteria set out in California Government Code § 65915 to § 65918 and to the City's Density Bonus and Related Incentives and Concessions Program (Division 7A, OCC Section 16-410A to 16-410V, inclusive); and

WHEREAS, Government Code Section 65915 and Oxnard City Code (OCC) Sections 16-410M and 16-410O require that when a housing developer meets certain criteria for a Density Bonus, the local jurisdiction must grant one or more regulatory incentives or Concessions unless the city makes a written finding that the Concessions or incentives are not required in order to provide for affordable housing costs as defined by state law; and

WHEREAS, the Planning Commission finds that the Project meets all necessary criteria of Government Code Section 65915 and OCC Section OCC 16-410H to be considered eligible for three Concessions and a 23 percent Density Bonus to increase the maximum number of units from 22-units to 27-units because seven (7) of the homes will be affordable units as follows: Three (3) units will be set aside for low-income households and four (4) units will be set aside for moderate-income households. Approval of the following Density Bonus Concessions/incentives are requested pursuant to Government Code Section 65915(d) (State's Density Bonus law): reduce the minimum lot area from 6,000 square feet to lots averaging 5,332.6 square feet; reduce the minimum lot dimensions: frontage and width from 50-feet to 32-feet or greater with two flag lots having frontages of 14 and 20 feet and depth from 100 feet to 71 feet; and reduce the rear yard setback from 25-feet to 5-feet primarily to allow the garages in the rear yard; and

WHEREAS, the Planning Commission finds that the requested Concession is not contrary to any federal or state law; and

WHEREAS, the Planning Division has completed a preliminary environmental assessment of the Project in accordance with the California Environmental Quality Act (CEQA) and determined that the Project is subject to a Class 32 Categorical Exemption (Section 15332). Further, the project does not trigger any of the Exceptions to the Exemptions (Section 15300.2) to defeat the Exemption:

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

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF OXNARD:

SECTION 1. Based on the entire record before the Planning Commission and all written and oral evidence presented, including the Planning Commission Staff Report and all attachments thereto, the Planning Commission finds:

Consistent with California Government Code Section 66474, a legislative body of a city or county shall deny approval of a tentative map, or a parcel map for which a tentative map was not required, if it makes any of the following findings:

(a) That the proposed map is not consistent with applicable general and specific plans as specified in Section 65451.

As described in the Staff Report, the proposed Project is consistent with the 2030 General Plan since the proposed development is consistent with the site's land use designation of Residential Low. Pursuant to the Oxnard City Code (OCC) 16-410B(J), a "Density Bonus" is "a density increase over the otherwise maximum allowable residential density as of the date of application to the city for a qualified housing development." At 22 units, the project has a density of 7 units per acre, but with the Density Bonus, the project will have a density of approximately 8.7 units per acre. Pursuant to the OCC Chapter 16 Division 7A, Density Bonus and Related Incentives and Concessions Program, and the State's Density Bonus law (Government Code § 65915-§ 65918) the Applicant requested approval of three development code Concessions in exchange for constructing seven (7) affordable housing units. Aside from the requested development Concessions, the project complies with the standards of the Single-Family Residential (R-1) zoning district. The Tentative Subdivision Map has been designed to be consistent with the Density Bonus request to ensure consistency with the General Plan and land use designation. The subdivision of land and associated improvements do not change the land use of the subject site. The project site is not subject to a Specific Plan. Therefore, the proposed project is in compliance with the 2030 General Plan and other adopted policies of the City of Oxnard and meets this Finding.

(b) That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.

The design and improvements of the project will provide for development that furthers the intent of the General Plan and Housing Element to realize the potential of neighborhood improvements that increases housing in the Fremont South Neighborhood and is consistent with the 2030 General Plan, as discussed above in Finding 1.a.

(c) That the site is not physically suitable for the type of development.

The site is physically suitable for the proposed type of development because the site is relatively level and an environmental assessment of the site did not find any soil or geologic conditions that would make the site physically unsuitable for development. As the site is not subject to soil and/or geologic conditions indicating substrate instability, the

site is suitable for the architectural design of the proposed development which is compatible with the character of the surrounding neighborhood

(d) That the site is not physically suitable for the proposed density of development.

The site is physically suitable for the proposed density of development because it is located within a developed urban area and will be served by existing adequate public utilities. Utilities such as on-site and off-site electric, cable, telephone and similar utility service will be installed underground in accordance with the City Code. The project will be upgrading two existing fire hydrants and proposing to install two new fire hydrants along the West First Street and West Second Street Project frontages. The upgrades and new fire hydrants will meet the City's current requirements. Additionally, there are no identified physical constraints that would prohibit development of the proposed residential project. The proposed project is consistent with Housing Element as it would add 27 new residential units, including 3 affordable low-income units and 4 affordable moderate-income units, to the City's overall housing inventory and more specifically to the Fremont South Neighborhood. The project includes a "Local Preference for Affordable Units" condition of approval which requires an early advertisement to local residents in compliance with fair housing law.

(e) That the design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

The Project would not likely cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat because no listed species are known or expected to occur at the project site and the project site is not considered to be conducive to important biological resources or their habitat. Additionally, the project site does not have any natural standing bodies of water, riparian habitat, or other sensitive natural communities. Federally protected wetland communities are not thought or known to exist on the site and the project site is not located within a Biological Resources Area which is known or thought to meet habitat needs for plants and animals or promote wildlife migration or movement.

(f) That the design of the subdivision or type of improvements is likely to cause serious public health problems.

The project would allow for the construction of 27 new residential units, including 3 affordable low-income units and 4 affordable moderate-income units, that are not anticipated to use or store large quantities of hazardous materials. However, potentially hazardous materials such as fuels, lubricants, and solvents would be used during grading and construction of the proposed project, but their use and disposal would be to applicable standards and law so as to not create environmental or health issues. The design of the subdivision is not likely to cause serious public health problems because, as

indicated by Finding 1.a above, it would utilize existing adequate public utilities, namely water and sewer.

- (g) **That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision. In this connection, the governing body may approve a map if it finds that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to ones previously acquired by the public. This subsection shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction and no authority is hereby granted to a legislative body to determine that the public at large has acquired easements for access through or use of property within the proposed subdivision.**

The design of the subdivision does not conflict with easements, acquired by the public-at-large, for access through or use of property within the subdivision because, as conditioned, no buildings would be located in the area of the existing public utilities easements, all blanket easements or other easement that are no longer needed by the City shall be abandoned, and there is no need for new or additional easement(s) for the public-at-large.

SECTION 2. The Planning Commission, in accordance with Section 15332 (Class 32) of the State California Environmental Quality Act (CEQA) Guidelines, determines that the Project will not have a significant impact on the environment and is Categorically Exempt from CEQA pursuant to Article 19, Section 15332 (Class 32) of the State CEQA Guidelines and no Exceptions to the Exemptions (Section 15300.2) apply to defeat the Exemption. The Planning and Environmental Services Manager is hereby authorized and directed to file a Notice of Exemption with the Ventura County Clerk pursuant to Section 15602 of the State CEQA Guidelines within five (5) working days of passage, approval and adoption of this Resolution.

SECTION 3. Based on the findings set forth herein, the Planning Commission hereby recommends the City Council approve Planning and Zoning Permit Nos. 20-300-04 (Tentative Subdivision Map for T6054), subject to the attached conditions of approval.

SECTION 4. The Planning Commission hereby repeals Planning Commission Resolution 2021-23.

SECTION 5. The Secretary shall certify the adoption of this Resolution.

[CONDITION ON NEXT PAGE]

CONDITIONS OF APPROVAL

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

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

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, *G-1*).
2. This permit is granted for the plans dated December 2, 2021 (“the plans”) on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning and Environmental Services Manager (“Planning Manager”) or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major modification shall be required for substantial changes or increases in such items. (PL, *G-2*)
3. This permit shall automatically become null and void 36 months from the date of its issuance, unless Developer has diligently developed the proposed project, as shown by the issuance of a grading, foundation, or building permit and the construction of substantial improvements. (PL, *G-3*)
4. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Developer to provide security or an executed agreement approved by the City Attorney to ensure completion of such improvements. (DS, *G-4*)

5. By commencing any activity related to the project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA, G-5)
6. Developer agrees, as a condition of adoption of this resolution, at Developer's own expense, to indemnify, defend and hold harmless the City and its agents, officers and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul the approval of the resolution or any condition attached thereto or any proceedings, acts or determinations taken, done or made prior to the approval of such resolution that were part of the approval process. (CA, G-6)
7. Any covenants, conditions, and restrictions (CC&Rs) applicable to the project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall prevail. (CA, G-7)
8. Developer shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, G-8)
9. Developer shall obtain a building permit for any new construction or modifications to structures, including interior modifications, authorized by this permit. (B, G-11)
10. Developer shall not permit any combustible refuse or other flammable materials to be burned on the project property. (FD, G-12)
11. Developer shall not permit any materials classified as flammable, combustible, radioactive, carcinogenic or otherwise potentially hazardous to human health to be handled, stored or used on the project property, except as provided in a permit issued by the Fire Chief. (FD, G-13)
12. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, G-14)
13. Prior to issuance of building permits, Developer shall correct all violations of the City Code existing on the project property for which the Code Compliance Division has open cases. (PL, G-15).

PLANNING DIVISION STANDARD CONDITIONS

14. Any application for a minor modification to the project shall be accompanied by four copies of plans reflecting the requested modification, together with applicable processing fees. (PL, *PL-2*)
15. Before the City issues building permits, Developer shall include a reproduction of all conditions of this permit as adopted by resolution of the Planning Commission and/or the City Council in all sets of construction documents and specifications for the project. (PL, *PL-3*)
16. Developer may not modify any use approved by this permit unless the Planning Division Manager determines that Developer has provided the parking required by the City Code for the modified use. (PL, *PL-7*)
17. Developer shall pay Quimby Fees (fees for park acquisition and improvement) before issuance of building permits. The amount of the fee shall be calculated by the Planning Division, and verified by the Parks Division at the time of payment. (PK/B, *PL-36*)

PLANNING DIVISION SPECIAL CONDITIONS

18. An approved tentative map shall expire thirty-six (36) months after its approval, unless an extension is applied for and approved by the City Council pursuant to Section 15-46 of the City Code. (PL)
19. This permit is granted subject to related permit applications Planning and Zoning Permit Nos. 20-500-05 (Special Use Permit for a Development Plan) and 20-535-03 (Density Bonus Permit). (PL)
20. Final Map shall incorporate 'No Build' deed restrictions within the Airport Runway Protection Zone (RPZ) area affecting lots 12 and 13. (PL)

AFFORDABLE HOUSING CONDITIONS

INCLUSIONARY HOUSING REQUIREMENTS

21. Inclusionary housing requirements are applicable to this project. With a base density of 22 units, 3 units (10%) must be affordable units. (Per Part 3 and 5 of Ordinance 2980) (AH)
22. The affordable units must include: (3) 3-bedroom units offered for sale to households with annual incomes at or below 80% Area Median Income (AMI) for Ventura County (Per Part 5 (a) of Ordinance 2980) (AH)

23. Prior to offering the affordable units for sale, the Developer and Owner must submit to the Housing Director the proposed sale amounts, for review and approval, the proposed date the affordable units will be offered for sale, the location of the affordable units within the project, and any other information requested by the Housing Director. Thereafter, if the Developer and Owner desires to change the sales price or location of any of the affordable units, the Developer and Owner must obtain the approval of the Housing Director. (AH)
24. Not later than the date of application for the first building permit for the project, the Developer and Owner must cause to be recorded in the office of the Ventura County Recorder, an Inclusionary Housing Agreement approved as to form and substance by the Housing Director. Such agreement shall identify the affordable housing units, restrict the qualifying income of purchasers, specify the maximum housing costs for such units, and require any purchaser of an affordable unit in the project to execute an equity share agreement. The equity sharing agreement must meet the requirements defined in Government Code 65915 (c)(2)(A),(B), and (C). The following applies to the equity sharing agreement:
 - a. Upon resale, the seller of the unit shall retain the value of any improvements, the down payment, and the seller's proportionate share of appreciation. The local government shall recapture any initial subsidy, as defined in subparagraph (B), and its proportionate share of appreciation, as defined in subparagraph (C).
 - b. For purposes of this subdivision, the local government's initial subsidy shall be equal to the fair market value of the home at the time of initial sale minus the initial sale price to the low-income household, plus the amount of any down payment assistance or mortgage assistance. If upon resale the market value is lower than the initial market value, then the value at the time of the resale shall be used as the initial market value.
 - c. For purposes of this subdivision, the local government's proportionate share of appreciation shall be equal to the ratio of the local government's initial subsidy to the fair market value of the home at the time of initial sale. (AH)
25. The Inclusionary Housing agreement shall establish specific compliance standards and specific remedies available to the City if such compliance standards are not met. The agreement shall, among other things, specify the number of affordable units by level of affordability, number of bedrooms, and standards for qualifying household incomes or other qualifying criteria. The City may collect fees for any staff time expended for preparation of the agreement and subsequent compliance with said agreement, including conducting eligibility reviews of prospective buyers. (AH)
26. Developer and Owner must contact the Housing Department for review and approval of the Inclusionary Housing Agreement and resale restriction prior to recordation. (AH)
27. Developer and Owner shall submit to the Housing Director information about the income of each prospective buyer of an affordable unit. The Housing Director shall review such information and determine whether the prospective buyer meets the income requirements

for the unit and whether the proposed price of the unit does not exceed the affordable cost for the income category of the prospective homeowner. (AH)

28. The affordable units must be designed and constructed to be architecturally consistent with and qualitatively similar to other unrestricted units in the project. The affordable units will be dispersed throughout the project. (AH)
29. When determining the sales price of the affordable inclusionary units, the Developer and Owner must consider that the housing costs may not be more than 30% of 80 % AMI for Ventura County. Contact the Housing Department to assist you in calculating maximum sales price by unit type. (Per 5(a) of Ordinance 2980). (AH)
30. The Housing Director shall monitor the sale of each affordable unit to determine compliance with this condition. If the Housing Director determines that Developer is not meeting the requirements of this condition, the Housing Director shall so notify Developer and the Community Development Director in writing, and no more building permits shall be issued for the project until the Housing Director notifies the Community Development Director, in writing, that Developer and Owner is meeting the requirements of this condition. (AH)
31. To the maximum extent permitted by applicable law, Developer and Owner will establish a preference for the sale of the affordable units to qualified and otherwise low-income households, subject to other restrictions related to funding sources. Preference will be established as follows:
 - a. Households that live and work in the City of Oxnard.
 - b. Households that live or work in the City of Oxnard; and
 - c. All other households. (AH)
32. Developer and Owner will at all times maintain a list of initial applicants and subsequent waiting lists of all persons who apply to purchase the unit, with information sufficient to rank such persons as set forth herein. Prior to offering any Unit to a prospective buyer who neither lives nor works in Oxnard, the Developer and Owner will offer any available unit or units to those eligible and otherwise qualified applicants listed first in category a, and if any units are still available then to those prospective buyers listed in category b. Developer and Owner shall at all times make the current and prior versions of the waiting list, all information collected relating to compliance with this condition, and other occupancy information available to the City's Housing Director upon request. The Housing Director shall monitor compliance with this condition. In addition to all other remedies, if the Housing Director determines that Developer and Owner is not meeting the requirements of this condition, the Housing Director shall so notify Developer and Owner and the Community Development Director in writing, and no more building permits shall be issued for the project until the Housing Director notifies the Community Development Director in writing that Developer and Owner is meeting the requirements of this condition. (AH)

33. Affordable units provided pursuant to the City's Inclusionary ordinance may only be included in the calculation of affordable units provided pursuant to density bonus statutes, ordinances or resolutions if at least 3 of the required density bonus units also satisfy conditions No. 21 through No. 32 above. (AH)
34. All affordable units being provided to satisfy both the City's inclusionary housing ordinance requirements and state density bonus requirements must include the following housing related costs when determining the affordable housing cost at the required affordability levels for each affordable unit:
 - a. Mortgage loan payments
 - b. Mortgage insurance payments
 - c. Property taxes and assessments
 - d. Homeowner association fees
 - e. Reasonable utilities allowance
 - f. Insurance premiums
 - g. Maintenance costs
 - h. Space rent

DENSITY BONUS REQUIREMENTS

35. Prior to issuance of the first building permit for the project, Developer and Owner shall enter into a Density Bonus agreement in a form approved by the Housing Director and City Attorney ensuring the continued affordability of the seven (7) units which qualified the applicant for three (3) density bonus concessions and a 23% density bonus increase above the base density of 22 units for a total of 27 units. The Density Bonus agreement shall be recorded in the Office of the Ventura County Recorder. (AH)
36. The Density Bonus agreement shall establish specific compliance standards and specific remedies available to the City of such compliance standards are not met. The agreement shall, among other things, specify the number of affordable units by affordability level, by number of bedrooms, standards for qualifying household incomes or other qualifying criteria, and require any purchaser of an affordable unit in the project to execute an equity share agreement with the City. The equity sharing agreement must meet the requirements defined in Government Code 65915 (c)(2)(A), (B), and (C). The City may collect fees for any staff time expended for preparation of the agreement and subsequent compliance with said agreement, including conducting eligibility reviews of prospective buyers. The following applies to the equity sharing agreement:
 - a. Upon resale, the seller of the unit shall retain the value of any improvements, the down payment, and the seller's proportionate share of appreciation. The local government shall recapture any initial subsidy, as defined in subparagraph (B), and its proportionate share of appreciation, as defined in subparagraph (C).
 - b. For purposes of this subdivision, the local government's initial subsidy shall be equal to the fair market value of the home at the time of initial sale minus the initial sale price to the low-income household, plus the amount of any down

payment assistance or mortgage assistance. If upon resale the market value is lower than the initial market value, then the value at the time of the resale shall be used as the initial market value.

- c. For purposes of this subdivision, the local government's proportionate share of appreciation shall be equal to the ratio of the local government's initial subsidy to the fair market value of the home at the time of initial sale. (AH)
37. The affordability of the seven units shall be as follows: Three (3) units must be made available for purchase by households with incomes up to or below 80% AMI (low income) for Ventura County and four (4) units must be made available for purchase by households with incomes up to or below 120% AMI (moderate income), as adjusted for family size as provided in 25 California Code of Regulations Section 6932. These units shall be distributed throughout the Project and shall not differ in appearance, size, or amenities from other units of the same size in the Project. Developer and Owner must meet the standards as defined in Health and Safety Code Section 50052.5. (AH)
38. Low-Income units must meet the affordable housing cost as defined in Part 5 (a) of the City's Inclusionary ordinance, requiring that for low-income households, affordable housing cost shall not exceed the product of 30% of 80% AMI for Ventura County. Moderate Income units must meet the affordable housing cost as defined in Health and Safety Code Section 50052.5, requiring that for moderate-income households, affordable housing cost shall not be less than 28 percent of the gross income of the household, nor exceed the product of 35 percent times 110 percent of area median income adjusted for family size appropriate for the unit. (AH)
39. Prior to offering the affordable units for sale, the Developer and Owner must submit to the Housing Director the proposed sale amounts, for review and approval, the proposed date the affordable units will be offered for sale, the location of the affordable units, and any other information requested by the Housing Director. Thereafter, if the Developer and Owner desires to change the sales price or location of any of the affordable units, the Developer and Owner must obtain the approval of the Housing Director. (AH)
40. Developer and Owner shall submit to the Housing Director information about the income of each prospective buyer of an affordable unit. The Housing Director shall review such information and determine whether the prospective buyer meets the income requirements for the unit and whether the proposed price of the unit does not exceed the affordable cost for the income category of the prospective homeowner. (AH)
41. The Housing Director shall monitor the sale of each affordable unit to determine compliance with this condition. If the Housing Director determines that Developer is not meeting the requirements of this condition, the Housing Director shall so notify Developer and the Community Development Director in writing, and no more building permits shall be issued for the project until the Housing Director notifies the Community Development Director, in writing, that Developer and Owner is meeting the requirements of this condition. (AH)

42. To the maximum extent permitted by applicable law, Developer will establish a preference for the sale of the affordable units to qualified and otherwise eligible low and very low-income households, subject to other restrictions related to funding sources. Preference will be established as follows:
 - a. Households that live and work in the City of Oxnard.
 - b. Households that live or work in the City of Oxnard; and
 - c. All other households. (AH)
43. Developer and Owner will at all times maintain a list of initial applicants and subsequent waiting lists of all persons who apply to purchase the unit, with information sufficient to rank such persons as set forth herein. Prior to offering any Unit to an applicant who neither lives nor works in Oxnard, the Developer and Owner will offer any available unit or units to those eligible and otherwise qualified applicants listed first in category a, and if any units are still available then to those applicants listed in category b. Developer/ Owner shall at all times make the current and prior versions of the waiting list, all information collected relating to compliance with this condition, and other occupancy information available to the City's Housing Director upon request. The Housing Director shall monitor compliance with this condition. In addition to all other remedies, if the Housing Director determines that Developer and Owner is not meeting the requirements of this condition, the Housing Director shall so notify Developer and Owner and the Community Development Director in writing, and no more building permits shall be issued for the project until the Housing Director notifies the Community Development Director in writing that Developer and Owner is meeting the requirements of this condition. (AH)

DEVELOPMENT SERVICES DIVISION STANDARD CONDITIONS

44. Developer shall pay plan check and processing fees in effect at the time of construction plan submittal and shall pay development fees, encroachment permit fees, and other applicable fees in effect at permit issuance. (DS-1)
45. Developer agrees, as a condition of approval of this resolution, to indemnify, defend and hold harmless, at Developer's expense, City and its agents, officers and employees from and against any claim, action or proceeding commenced within the time period provided for in Government Code Section 66499.37, to attack, review, set aside, void or annul the approval of this resolution or to determine the reasonableness, legality or validity of any condition attached thereto. City shall promptly notify Developer of any such claim, action or proceeding of which City receives notice, and City will cooperate fully with Developer in the defense thereof. Developer shall reimburse City for any court costs and attorney's fees that City may be required to pay as a result of any such claim, action or proceeding. City may, in its sole discretion, participate in the defense of any such claim, action or proceeding, but such participation shall not relieve Developer of the obligations of this condition. Developer's acceptance of this resolution or commencement of construction or operations under this resolution shall be deemed to be acceptance of all conditions thereof. (DS-18)

46. The conditions of this resolution shall prevail over all omissions, conflicting notations, specifications, dimensions, typical sections, and the like, that may or may not be shown on the improvement plans. (DS-21)
47. Prior to approval of the final map or parcel map, Developer shall provide the City Engineer with written evidence from the Ventura County Clerk's Office that Developer has executed and filed with the Clerk all certificates, statements and securities required by Government Code Sections 66492 and 66493. (DS-26)
48. Developer shall dedicate to the City all water rights for the project property by title sheet dedication on the final map or parcel map. (DS-39)
49. Prior to release of the final map or parcel map for recordation, Developer shall provide the City Engineer with a 100-scale base map for addressing purposes. The map shall be drawn on 18-inch by 24-inch mylar and shall show the standard address map title block, north arrow, street names, tract number, phase boundary and lot numbers. The City will assign all addresses. (DS-56)
50. Prior to release of the final map or parcel map for recordation, Developer shall post security satisfactory to the City Attorney guaranteeing that all survey monuments will be set as required by the Government Code and the City Code. (DS-57)

DEVELOPMENT SERVICES DIVISION SPECIAL CONDITIONS

51. Developer shall process the final map associated with this permit concurrent with the site improvement plans for Planning and Zoning permit Nos. 20-500-05 (Special Use Permit for a Development Plan Permit) and 18-535-01 (Density Bonus Permit). The final map shall be processed for recordation concurrent with approval of the PZ 20-500-05 and 20-535-03 site improvement plans. (DS)
52. Developer shall offer a 30-foot public dedication and locate right-of-way line to the back of the proposed frontage sidewalks on West Second Street and West First Street, a 40-foot public dedication for South K Street, and a 10-foot public dedication for the public alley to the satisfaction of the City Engineer. (DS)
53. Show on Tract 6054 Final Map an easement for the Homeowner's Association (HOA) that provides shared use and maintenance of the proposed private alley, and onsite sewer main and storm drain systems. All improvements in the private alley, including but not limited to the pavement, underground sewer main and storm drain facilities, shall be privately owned and maintained by the HOA. The Developer shall develop and record the Covenants, Conditions, and Restrictions ("CC&Rs") to legally bind all affected lots to the alley, storm drain, and sewer improvements and a mechanism to collect fees necessary to maintain the improvements through the HOA. (DS)

54. Prior to the final map recordation, Developer shall obtain written confirmation from the County of Ventura for the location of the Oxnard Airport Runway Protection Zone (RPZ) area. Developer shall record a “Notice of Land Use Restrictions and Conditions” form on Lots 12 and 13, using the form provided by the City, for recording with the Ventura County Recorder to notify future property owners of the Oxnard Airport Runway Protection Zone restrictions. Before the City issues building permits, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (DS, PL)
55. Developer, shall on the final map, show all easements that are no longer needed for their intended use to be vacated. Easement vacations shall be processed through the City Council for final approval and the Developer shall be responsible for all fees associated with the hearing, easement vacation document preparation, and review by the City. (DS)
56. Show on the final map, an easement for the full width of the private alley to grant access to all governmental agencies providing for the public safety, health and welfare. (DS)

TRAFFIC DIVISION SPECIAL CONDITIONS

57. Except for alley access, Developer shall relinquish on the Final Map all vehicle access rights along West Second Street, South K Street, and West First Street. Such vehicle access rights shall be granted to the City of Oxnard. (TR)

[SIGNATURES ON NEXT PAGE]

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard on this 2nd day of December 2021.

Daniel Chavez Jr., Chair

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held this 2nd day of December 2021, and carried by the following vote:

AYES:	Commissioner(s):	Chair Chavez, Vice Chair Arruejo, Connelly, Myer, Nash, and Sanchez
NOES:	Commissioner(s):	None
ABSENT:	Commissioner(s):	None
ABSTAIN:	Commissioner(s):	None
RECUSED:	Commissioner(s):	Lopez

Scott Kolwitz, Secretary

NOTICE OF EXEMPTION

Project Name: Encanto Homes Subdivision - Planning and Zoning Permit No. PZ 20-500-05 (Special Use Permit for a Development Plan); PZ 20-300-04 (Tentative Subdivision Map for T6054); and PZ 20-535-03 (Density Bonus), request to Demolish existing infrastructure consisting of modular classroom buildings and site improvements serving the former Oxnard Union High School's Adult Education Program; Subdivide the Project 4.10-acre site into 27 lots ranging between 3,838 and 9,946 square feet in size and dedication of approximately 1-acre of land for the benefit of public right-of-way for existing and proposed roadway improvements along all four sides of the proposed development. The net developable area will be 3.13 acres; Allow for the construction of 27 detached single-family dwelling units. The single-story, three bedroom homes will offer a two plan mix with two unit sizes (1,149 & 1,201 square feet) and attached or detached 484 square-foot two-car garages with alley access and associated site improvements; The Project also includes a request for the ministerial approval of a Density Bonus Permit to allow for a 23 percent Density Bonus to increase the maximum number of units from 22-units to 27-units. Of the 27 homes, twenty (20) of the homes will be market rate, seven (7) of the homes will be affordable units as follows: three (3) units will be set aside for low-income households and four (4) units will be set aside for moderate-income households. Approval of the following Density Bonus Concessions/incentives are requested pursuant to Government Code Section 65915(d) (State's Density Bonus law): reduce the minimum lot area from 6,000 square feet to lots averaging 5,332.6 square feet; reduce the minimum lot dimensions: frontage and width from 50-feet to 32-feet or greater with two flag lots having frontages of 14 and 20 feet and depth from 100 feet to 71 feet; and reduce the rear yard setback from 25-feet to 5-feet to allow the garages in the rear yard. The Project site is located at 1101 & 1111 West Second Street within the Residential Low land use designation, Single Family Residential (R-1) zone, and is in the Fremont South Neighborhood. For purposes of this staff report, the foregoing Project description shall be referred to as the "Project". Filed by Henry Casillas, on behalf of the Oxnard Union High School District, property owner, 451 West Fifth Street, Oxnard, California 93030.

Finding:

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

- ☐ Ministerial Project
- ☒ Categorical Exemption
- ☐ Statutory Exemption
- ☐ Emergency Project
- ☐ Quick Disapproval [CEQA Guidelines, 14 Cal. Code of Regs. 15270]
- ☐ No Possibility of Significant Effect [CEQA Guidelines, 14 Cal. Code of Regs. 15061(b)(3)]

Supporting Reasons: In accordance with Section 15332 (Infill Development) of California Environmental Quality Act (CEQA) Guidelines, projects involving "in-fill development" may be found to be exempt from the requirements of the CEQA. The proposed Project meets the requirements of a Class 32 Categorical Exemption because it: (i) is consistent with the City of Oxnard 2030 General Plan designation and all applicable General Plan policies as well as with applicable zoning designation and regulations for the reasons set forth below; (ii) the proposed Project is within the City limits on a site of no more than five acres; (iii) the Project site has no value as habitat for endangered, rare or threatened species; (iv) approval of the Project will not result in any significant effects relating to traffic, noise, air quality, or water quality; and (v) the Project site can be adequately served by all required utilities and public services. Based on the above exemption and in accordance with CEQA, the Planning Commission has determined that there is no substantial evidence that the proposed project may have a significant effect on the environment, the project is Categorically Exempt from the provisions of CEQA, there is no requirement to prepare an environmental document, and hereby authorizes and directs the Planning and Environmental Services Manager to file a Notice of Exemption with the Ventura County Clerk.

(Date)

Scott Kolwitz,
Planning & Environmental Services Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING (PZ) PERMIT NO. 20-300-04 (TENTATIVE TRACT MAP NO. 6054) AS MODIFIED BY PZ 21-550-03 (MAJOR MODIFICATION) TO SUBDIVIDE A 4.10-ACRE SITE INTO 27 PARCELS TO CONSTRUCT 27 DETACHED SINGLE-FAMILY HOMES ON 27 SEPARATE LOTS RANGING BETWEEN 3,891 AND 10,584 SQUARE FEET IN AREA. THE DEVELOPED 4.10-ACRE SITE IS ZONED FOR SINGLE FAMILY RESIDENTIAL (R-1) AND IS LOCATED AT 1101 & 1111 WEST SECOND STREET (APN: 202-0-233-355) WITHIN THE FREMONT SOUTH NEIGHBORHOOD. THE PROJECT INCLUDES THE DEDICATION OF APPROXIMATELY 1-ACRE OF LAND FOR THE BENEFIT OF PUBLIC RIGHT-OF-WAY FOR EXISTING AND PROPOSED ROADWAY IMPROVEMENTS ALONG ALL FOUR SIDES OF THE PROPOSED DEVELOPMENT. FILED BY HENRY CASILLAS, ON BEHALF OF THE OXNARD UNION HIGH SCHOOL DISTRICT, PROPERTY OWNER, 451 WEST FIFTH STREET, OXNARD, CALIFORNIA 93030.

WHEREAS, on July 16, 2020, designated agent Henry Casillas on behalf of the Oxnard, Union High School District, Property Owner, (the “**Applicant**” and/or “**Developer**”) submitted a Pre-Application (PZ 20-600-05) pursuant to Senate Bill (SB) 330 and locking development fees and standards to those design standards and fees that were in place at time that Pre-Application (SB330) was filed with the City; and

WHEREAS, on November 3, 2020, designated agent Henry Casillas on behalf of the Oxnard, Union High School District, Property Owner, (the “**Applicant**” and/or “**Developer**”) submitted a request for a Tentative Tract Map of Tract No. 6054, pursuant to Oxnard City Code Section 15-10, to allow the construction of 27 single family subdivision of a 4.10-acre site into 27 lots ranging between 3,838 and 9,946 square feet in size and dedication of approximately 1-acre of land for the benefit of public right-of-way for existing and proposed roadway improvements along all four sides of the proposed development; on a site commonly known as the Oxnard Union High School Adult Education school site located at 1101 & 1111 West Second Street; and

WHEREAS, the the Tentative Tract Map No. 6054 was designed to be consistent with the associated Density Bonus application (PZ No. 20-535-03); and

WHEREAS, on August 26, 2021, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly noticed public hearing to consider Applicant’s request to approve Planning and Zoning Permit No. 20-300-04 (Tentative Tract Map No. 6054) to accommodate a 27 single family home subdivision on a 4.10-acre site with lots ranging between 3,838 and 9,946 square feet in accordance with Chapter 15 (Subdivision Ordinance) of the Oxnard City Code and the State Subdivision Map Act, filed by Henry Casillas, on behalf of

the Oxnard Union School District, Property Owner, 451 West Fifth Street, Oxnard California 93030; and

WHEREAS, on November 1, 2021, the Applicant filed Planning and Zoning Permit No. 21-550-03 (Major Modification), proposal to repeal Resolution Nos. 2021-23 and 2021-24 adopted by the Planning Commission on August 26, 2021 to modify the configuration of five (5) of the 27 lots due to an underlying agreement between the Oxnard Union High School District and the property owners of 1101 West First Street. The change to the proposed site plan and Tentative Tract Map No. 6054 will carve out a 126 square foot (net area) triangular shaped area of Lot 27 and said land will be deeded to the adjacent property (1101 West First Street); and

WHEREAS, the five lots have been reconfigured to accommodate the 126 square-foot area to be excluded and comply with the City's development standards, Tentative Tract Map lot area, and the intent of the Planning Commission's entitlement review and actions on August 26, 2021, related to Planning and Zoning Permit 20-500-05 (Special Use Permit for Planned Development); PZ 20-300-04 (Tentative Tract Map No. 6054); and PZ 20-535-03 (Density Bonus) to allow the subdivision of a 4.10-acre site into 27 lots to allow for the construction of 27 single-story, three bedroom homes with attached and detached two-car garages with alley access; and

WHEREAS, the modified Tentative Tract Map No. 6054 was designed to be consistent with the associated Density Bonus application (PZ No. 20-535-03); and

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

WHEREAS, the proposed subdivision, together with the provisions for its design and improvement, is consistent with the 2030 General Plan; and

WHEREAS, the Tentative Tract Map conforms to the City's 2030 General Plan and elements thereof; and

WHEREAS, on December 2, 2021, the Planning Commission conducted a duly noticed public hearing to reconsider project site modifications and re-entitlement of application approvals for actions taken by the Planning Commission at its August 26, 2021; and

WHEREAS, the Planning Commission of the City of Oxnard considered a related application for Planning and Zoning Permit Nos. 20-500-05 (Special Use Permit for a Development Plan); and 20-535-03 (Density Bonus Permit); and

WHEREAS, the Planning Commission found, after due study, deliberation and public hearing, that the project meets the criteria set out in California Government Code § 65915 to §

65918 and to the City's Density Bonus and Related Incentives and Concessions Program (Division 7A, OCC Section 16-410A to 16-410V, inclusive); and

WHEREAS, Government Code Section 65915 and Oxnard City Code (OCC) Sections 16-410M and 16-410O require that when a housing developer meets certain criteria for a Density Bonus, the local jurisdiction must grant one or more regulatory incentives or Concessions unless the city makes a written finding that the Concessions or incentives are not required in order to provide for affordable housing costs as defined by state law; and

WHEREAS, the Planning Commission found that the Project meets all necessary criteria of Government Code Section 65915 and OCC Section OCC 16-410H to be considered eligible for three Concessions and a 23 percent Density Bonus to increase the maximum number of units from 22-units to 27-units because seven (7) of the homes will be affordable units as follows: Three (3) units will be set aside for low-income households and four (4) units will be set aside for moderate-income households. Approval of the following Density Bonus Concessions/incentives are requested pursuant to Government Code Section 65915(d) (State's Density Bonus law): reduce the minimum lot area from 6,000 square feet to lots averaging 5,332.6 square feet; reduce the minimum lot dimensions: frontage and width from 50-feet to 32-feet or greater with two flag lots having frontages of 14 and 20 feet and depth from 100 feet to 71 feet; and reduce the rear yard setback from 25-feet to 5-feet primarily to allow the garages in the rear yard; and

WHEREAS, the Planning Commission found that the requested Concession is not contrary to any federal or state law; and

WHEREAS, the Planning Division completed a preliminary environmental assessment of the Project in accordance with the California Environmental Quality Act (CEQA) and determined that the Project is subject to a Class 32 Categorical Exemption (Section 15332). Further, the project does not trigger any of the Exceptions to the Exemptions (Section 15300.2) to defeat the Exemption; and

WHEREAS, the Planning Commission found that the applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this subdivision in particular and recommended the City Council of the City of Oxnard ("**City Council**") to approve Planning and Zoning Permit No. 21-300-04 Tentative Tract Map No. 6054; and

WHEREAS, on January 4, 2022, the City Council conducted a duly noticed public hearing to consider Applicant's request to approve Planning and Zoning Permit No. 21-300-04 Tentative Tract Map No. 6054 as modified by PZ No. 21-550-03 (Major Modification), reviewed the request, and carefully reviewed the Planning Commission's Resolution No. 2021-47,

recommending approval of the Tentative Tract Map No. 6054, subject to certain findings and conditions; and

WHEREAS, the City Council finds the proposed subdivision, together with the provisions for its design and improvement, is consistent with the 2030 General Plan, Oxnard City Code, City's Inclusionary Housing (Ordinance No. 2980), and the State Density Bonus law (Government Code §65915 - §65918); and

WHEREAS, the Planning Division has completed a preliminary environmental assessment of the Project in accordance with the California Environmental Quality Act (CEQA) and determined that the Project is subject to a Class 32 Categorical Exemption (§15332). Further, the project does not trigger any of the Exceptions to the Exemptions (§15300.2) to defeat the Exemption:

- (a) Location. Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located -- a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply to all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.**

The project site has a General Plan land use designation of Residential Low and Residential Single-Family (R-1) zone. The project is surrounded by urban development. The Project site currently contains vacant modular structures as the Oxnard Adult School education program has moved to the 1800 Solar Drive. Existing development improvements consist of approximately 25,000 square feet of modular portable classroom buildings in a campus-like configuration that served the former Oxnard Adult School education program. The Project is surrounded by residential development to the north, south, east, and west. The project site and adjacent sites do not contain any known environmental resource of hazardous or critical concern. Therefore, the project will have no impact on an environmental resource of hazardous or critical concern.

- (b) Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.**

The proposed demolition of the existing school facilities and construction of 27 single-family homes and with associated amenities and infrastructure on is consistent with the 2030 General Plan, the Oxnard City Code, the State Density Bonus law (Government Code § 65915-§ 65918), and is compatible with the

physical scale and character of other residential development in the project area. Any projects requiring discretionary approval would be analyzed with the 2030 General and the Oxnard City Code for consistency and CEQA for any potential impacts. Therefore, the project will have no significant cumulative impact.

- (c) **Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.**

The Project will not result in an unusual circumstance that would cause the Project to have a significant effect on the environment. The project will not alter the urban character of the surrounding development as determined by the 2030 General Plan and the property does not contain any unusual environmental characteristics as the property is generally surrounded by residential development. Therefore, the project will not have a significant effect on the environment due to unusual circumstances.

- (d) **Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements, which are required as mitigation by an adopted negative declaration or certified EIR.**

The project is not located in or adjacent to a state designated scenic highway.

- (e) **Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site, which is included on any list compiled pursuant to Section 65962.5 of the Government Code.**

The proposed project site is not included on any list compiled pursuant to Section 65962.5 of the Government Code as confirmed by staff on June 21, 2021.

- (f) **Historical Resources. A categorical exemption shall not be used for a project, which may cause a substantial adverse change in the significance of a historical resource.**

The project does not contain an existing or potential landmark, point of interest, or historic resource, and it is not located within an existing, proposed, or potential Historic District. Therefore, the proposed project will not cause a substantial adverse change in the significance of a historical resource.

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OXNARD:

SECTION 1. Based on the entire record before the City Council and all written and oral evidence presented, including the City Council Staff Report and all attachments thereto, the City Council finds:

Consistent with California Government Code Section 66474, a legislative body of a city or county shall deny approval of a tentative map, or a parcel map for which a tentative map was not required, if it makes any of the following findings:

- (a) That the proposed map is not consistent with applicable general and specific plans as specified in Section 65451.**

As described in the Planning Commission (December 2, 2021) and City Council (January 4, 2022) Staff Reports, the proposed Project is consistent with the 2030 General Plan since the proposed development is consistent with the site's land use designation of Residential Low. Pursuant to the Oxnard City Code (OCC) 16-410B(J), a "Density Bonus" is "a density increase over the otherwise maximum allowable residential density as of the date of application to the city for a qualified housing development." At 22 units, the project has a density of 7 units per acre, but with the Density Bonus, the project will have a density of approximately 8.7 units per acre. Pursuant to the OCC Chapter 16 Division 7A, Density Bonus and Related Incentives and Concessions Program, and the State's Density Bonus law (Government Code § 65915-§ 65918) the Applicant requested approval of three development code Concessions in exchange for constructing seven (7) affordable housing units. Aside from the requested development Concessions, the project complies with the standards of the Single-Family Residential (R-1) zoning district. The Tentative Tract Map has been designed to be consistent with the Density Bonus request to ensure consistency with the General Plan and land use designation. The subdivision of land and associated improvements do not change the land use of the subject site. The project site is not subject to a Specific Plan. Therefore, the proposed project is in compliance with the 2030 General Plan and other adopted policies of the City of Oxnard and meets this Finding.

(b) That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.

The design and improvements of the project will provide for development that furthers the intent of the General Plan and Housing Element to realize the potential of neighborhood improvements that increases housing in the Fremont South Neighborhood and is consistent with the 2030 General Plan, as discussed above in Finding 1.a.

(c) That the site is not physically suitable for the type of development.

The site is physically suitable for the proposed type of development because the site is relatively level and an environmental assessment of the site did not find any soil or geologic conditions that would make the site physically unsuitable for development. As the site is not subject to soil and/or geologic conditions indicating substrate instability, the site is suitable for the architectural design of the proposed development which is compatible with the character of the surrounding neighborhood

(d) That the site is not physically suitable for the proposed density of development.

The site is physically suitable for the proposed density of development because it is located within a developed urban area and will be served by existing adequate public utilities. Utilities such as on-site and off-site electric, cable, telephone and similar utility service will be installed underground in accordance with the City Code. The project will be upgrading two existing fire hydrants and proposing to install two new fire hydrants along the West First Street and West Second Street Project frontages. The upgrades and new fire hydrants will meet the City's current requirements. Additionally, there are no identified physical constraints that would prohibit development of the proposed residential project. The proposed project is consistent with Housing Element as it would add 27 new residential units, including 3 affordable low-income units and 4 affordable moderate-income units, to the City's overall housing inventory and more specifically to the Fremont South Neighborhood. The project includes a "Local Preference for Affordable Units" condition of approval which requires an early advertisement to local residents in compliance with fair housing law.

(e) That the design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

The Project would not likely cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat because no listed species are known or expected to occur at the project site and the project site is not considered to be conducive to important biological resources or their habitat. Additionally, the project site does not

have any natural standing bodies of water, riparian habitat, or other sensitive natural communities. Federally protected wetland communities are not thought or known to exist on the site and the project site is not located within a Biological Resources Area which is known or thought to meet habitat needs for plants and animals or promote wildlife migration or movement.

(f) That the design of the subdivision or type of improvements is likely to cause serious public health problems.

The project would allow for the construction of 27 new residential units, including 3 affordable low-income units and 4 affordable moderate-income units, that are not anticipated to use or store large quantities of hazardous materials. However, potentially hazardous materials such as fuels, lubricants, and solvents would be used during grading and construction of the proposed project, but their use and disposal would be to applicable standards and law so as to not create environmental or health issues. The design of the subdivision is not likely to cause serious public health problems because, as indicated by Finding 1.a above, it would utilize existing adequate public utilities, namely water and sewer.

(g) That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision. In this connection, the governing body may approve a map if it finds that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to ones previously acquired by the public. This subsection shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction and no authority is hereby granted to a legislative body to determine that the public at large has acquired easements for access through or use of property within the proposed subdivision.

The design of the subdivision does not conflict with easements, acquired by the public-at-large, for access through or use of property within the subdivision because, as conditioned, no buildings would be located in the area of the existing public utilities easements, all blanket easements or other easement that are no longer needed by the City shall be abandoned, and there is no need for new or additional easement(s) for the public-at-large.

SECTION 2. The City Council, in accordance with Section 15332 (Class 32) of the State California Environmental Quality Act (CEQA) Guidelines, determines that the Project will not have a significant impact on the environment and is Categorically Exempt from CEQA pursuant to Article 19, Section 15332 (Class 32) of the State CEQA Guidelines and no Exceptions to the Exemptions (Section 15300.2) apply to defeat the Exemption. The Planning

and Environmental Services Manager is hereby authorized and directed to file a Notice of Exemption with the Ventura County Clerk pursuant to Section 15602 of the State CEQA Guidelines within five (5) working days of passage, approval and adoption of this Resolution.

SECTION 3. Based on the findings set forth herein, the City Council hereby approves Planning and Zoning Permit Nos. 20-300-04 (Tentative Subdivision Map for Tract Map No. 6054 as modified by PZ No. 21-550-03 (Major Modification)), subject to the attached conditions of approval.

SECTION 4. The Secretary shall certify the adoption of this Resolution.

CONDITIONS OF APPROVAL

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

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

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, *G-1*).
2. This permit is granted for the plans dated January 4, 2022 (“the plans”) on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning and Environmental Services Manager (“Planning Manager”) or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major modification shall be required for substantial changes or increases in such items. (PL, *G-2*)

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

used on the project property, except as provided in a permit issued by the Fire Chief. (FD, G-13)

12. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, G-14)
13. Prior to issuance of building permits, Developer shall correct all violations of the City Code existing on the project property for which the Code Compliance Division has open cases. (PL, G-15).

PLANNING DIVISION STANDARD CONDITIONS

14. Any application for a minor modification to the project shall be accompanied by four copies of plans reflecting the requested modification, together with applicable processing fees. (PL, PL-2)
15. Before the City issues building permits, Developer shall include a reproduction of all conditions of this permit as adopted by resolution of the Planning Commission and/or the City Council in all sets of construction documents and specifications for the project. (PL, PL-3)
16. Developer may not modify any use approved by this permit unless the Planning Division Manager determines that Developer has provided the parking required by the City Code for the modified use. (PL, PL-7)
17. Developer shall pay Quimby Fees (fees for park acquisition and improvement) before issuance of building permits. The amount of the fee shall be calculated by the Planning Division, and verified by the Parks Division at the time of payment. (PK/B, PL-36)

PLANNING DIVISION SPECIAL CONDITIONS

18. An approved tentative map shall expire thirty-six (36) months after its approval, unless an extension is applied for and approved by the City Council pursuant to Section 15-46 of the City Code. (PL)
19. This permit is granted subject to related permit applications Planning and Zoning Permit Nos. 20-500-05 (Special Use Permit for a Development Plan) and 20-535-03 (Density Bonus Permit). (PL)
20. Final Map shall incorporate 'No Build' deed restrictions within the Airport Runway Protection Zone (RPZ) area affecting lots 12 and 13. (PL)

AFFORDABLE HOUSING CONDITIONS

INCLUSIONARY HOUSING REQUIREMENTS

21. Inclusionary housing requirements are applicable to this project. With a base density of 22 units, 3 units (10%) must be affordable units. (Per Part 3 and 5 of Ordinance 2980) (AH)
22. The affordable units must include: (3) 3-bedroom units offered for sale to households with annual incomes at or below 80% Area Median Income (AMI) for Ventura County (Per Part 5 (a) of Ordinance 2980) (AH)
23. Prior to offering the affordable units for sale, the Developer and Owner must submit to the Housing Director the proposed sale amounts, for review and approval, the proposed date the affordable units will be offered for sale, the location of the affordable units within the project, and any other information requested by the Housing Director. Thereafter, if the Developer and Owner desires to change the sales price or location of any of the affordable units, the Developer and Owner must obtain the approval of the Housing Director. (AH)
24. Not later than the date of application for the first building permit for the project, the Developer and Owner must cause to be recorded in the office of the Ventura County Recorder, an Inclusionary Housing Agreement approved as to form and substance by the Housing Director. Such agreement shall identify the affordable housing units, restrict the qualifying income of purchasers, specify the maximum housing costs for such units, and require any purchaser of an affordable unit in the project to execute an equity share agreement. The equity sharing agreement must meet the requirements defined in Government Code 65915 (c)(2)(A),(B), and (C). The following applies to the equity sharing agreement:
 - a. Upon resale, the seller of the unit shall retain the value of any improvements, the down payment, and the seller's proportionate share of appreciation. The local government shall recapture any initial subsidy, as defined in subparagraph (B), and its proportionate share of appreciation, as defined in subparagraph (C).
 - b. For purposes of this subdivision, the local government's initial subsidy shall be equal to the fair market value of the home at the time of initial sale minus the initial sale price to the low-income household, plus the amount of any down payment assistance or mortgage assistance. If upon resale the market value is lower than the initial market value, then the value at the time of the resale shall be used as the initial market value.
 - c. For purposes of this subdivision, the local government's proportionate share of appreciation shall be equal to the ratio of the local government's initial subsidy to the fair market value of the home at the time of initial sale. (AH)

25. The Inclusionary Housing agreement shall establish specific compliance standards and specific remedies available to the City if such compliance standards are not met. The agreement shall, among other things, specify the number of affordable units by level of affordability, number of bedrooms, and standards for qualifying household incomes or other qualifying criteria. The City may collect fees for any staff time expended for preparation of the agreement and subsequent compliance with said agreement, including conducting eligibility reviews of prospective buyers. (AH)
26. Developer and Owner must contact the Housing Department for review and approval of the Inclusionary Housing Agreement and resale restriction prior to recordation. (AH)
27. Developer and Owner shall submit to the Housing Director information about the income of each prospective buyer of an affordable unit. The Housing Director shall review such information and determine whether the prospective buyer meets the income requirements for the unit and whether the proposed price of the unit does not exceed the affordable cost for the income category of the prospective homeowner. (AH)
28. The affordable units must be designed and constructed to be architecturally consistent with and qualitatively similar to other unrestricted units in the project. The affordable units will be dispersed throughout the project. (AH)
29. When determining the sales price of the affordable inclusionary units, the Developer and Owner must consider that the housing costs may not be more than 30% of 80 % AMI for Ventura County. Contact the Housing Department to assist you in calculating maximum sales price by unit type. (Per 5(a) of Ordinance 2980). (AH)
30. The Housing Director shall monitor the sale of each affordable unit to determine compliance with this condition. If the Housing Director determines that Developer is not meeting the requirements of this condition, the Housing Director shall so notify Developer and the Community Development Director in writing, and no more building permits shall be issued for the project until the Housing Director notifies the Community Development Director, in writing, that Developer and Owner is meeting the requirements of this condition. (AH)
31. To the maximum extent permitted by applicable law, Developer and Owner will establish a preference for the sale of the affordable units to qualified and otherwise low-income households, subject to other restrictions related to funding sources. Preference will be established as follows:
 - a. Households that live and work in the City of Oxnard.
 - b. Households that live or work in the City of Oxnard; and
 - c. All other households. (AH)

32. Developer and Owner will at all times maintain a list of initial applicants and subsequent waiting lists of all persons who apply to purchase the unit, with information sufficient to rank such persons as set forth herein. Prior to offering any Unit to a prospective buyer who neither lives nor works in Oxnard, the Developer and Owner will offer any available unit or units to those eligible and otherwise qualified applicants listed first in category a, and if any units are still available then to those prospective buyers listed in category b. Developer and Owner shall at all times make the current and prior versions of the waiting list, all information collected relating to compliance with this condition, and other occupancy information available to the City's Housing Director upon request. The Housing Director shall monitor compliance with this condition. In addition to all other remedies, if the Housing Director determines that Developer and Owner is not meeting the requirements of this condition, the Housing Director shall so notify Developer and Owner and the Community Development Director in writing, and no more building permits shall be issued for the project until the Housing Director notifies the Community Development Director in writing that Developer and Owner is meeting the requirements of this condition. (AH)
33. Affordable units provided pursuant to the City's Inclusionary ordinance may only be included in the calculation of affordable units provided pursuant to density bonus statutes, ordinances or resolutions if at least 3 of the required density bonus units also satisfy conditions No. 21 through No. 32 above. (AH)
34. All affordable units being provided to satisfy both the City's inclusionary housing ordinance requirements and state density bonus requirements must include the following housing related costs when determining the affordable housing cost at the required affordability levels for each affordable unit:
 - a. Mortgage loan payments
 - b. Mortgage insurance payments
 - c. Property taxes and assessments
 - d. Homeowner association fees
 - e. Reasonable utilities allowance
 - f. Insurance premiums
 - g. Maintenance costs
 - h. Space rent

DENSITY BONUS REQUIREMENTS

35. Prior to issuance of the first building permit for the project, Developer and Owner shall enter into a Density Bonus agreement in a form approved by the Housing Director and City Attorney ensuring the continued affordability of the seven (7) units which qualified the applicant for three (3) density bonus concessions and a 23% density bonus increase above the base density of 22 units for a total of 27 units. The Density Bonus agreement shall be recorded in the Office of the Ventura County Recorder. (AH)

36. The Density Bonus agreement shall establish specific compliance standards and specific remedies available to the City of such compliance standards are not met. The agreement shall, among other things, specify the number of affordable units by affordability level, by number of bedrooms, standards for qualifying household incomes or other qualifying criteria, and require any purchaser of an affordable unit in the project to execute an equity share agreement with the City. The equity sharing agreement must meet the requirements defined in Government Code 65915 (c)(2)(A), (B), and (C). The City may collect fees for any staff time expended for preparation of the agreement and subsequent compliance with said agreement, including conducting eligibility reviews of prospective buyers. The following applies to the equity sharing agreement:
- a. Upon resale, the seller of the unit shall retain the value of any improvements, the down payment, and the seller's proportionate share of appreciation. The local government shall recapture any initial subsidy, as defined in subparagraph (B), and its proportionate share of appreciation, as defined in subparagraph (C).
 - b. For purposes of this subdivision, the local government's initial subsidy shall be equal to the fair market value of the home at the time of initial sale minus the initial sale price to the low-income household, plus the amount of any down payment assistance or mortgage assistance. If upon resale the market value is lower than the initial market value, then the value at the time of the resale shall be used as the initial market value.
 - c. For purposes of this subdivision, the local government's proportionate share of appreciation shall be equal to the ratio of the local government's initial subsidy to the fair market value of the home at the time of initial sale. (AH)
37. The affordability of the seven units shall be as follows: Three (3) units must be made available for purchase by households with incomes up to or below 80% AMI (low income) for Ventura County and four (4) units must be made available for purchase by households with incomes up to or below 120% AMI (moderate income), as adjusted for family size as provided in 25 California Code of Regulations Section 6932. These units shall be distributed throughout the Project and shall not differ in appearance, size, or amenities from other units of the same size in the Project. Developer and Owner must meet the standards as defined in Health and Safety Code Section 50052.5. (AH)
38. Low-Income units must meet the affordable housing cost as defined in Part 5 (a) of the City's Inclusionary ordinance, requiring that for low-income households, affordable housing cost shall not exceed the product of 30% of 80% AMI for Ventura County. Moderate Income units must meet the affordable housing cost as defined in Health and Safety Code Section 50052.5, requiring that for moderate-income households, affordable housing cost shall not be less than 28 percent of the gross income of the household, nor

exceed the product of 35 percent times 110 percent of area median income adjusted for family size appropriate for the unit. (AH)

39. Prior to offering the affordable units for sale, the Developer and Owner must submit to the Housing Director the proposed sale amounts, for review and approval, the proposed date the affordable units will be offered for sale, the location of the affordable units, and any other information requested by the Housing Director. Thereafter, if the Developer and Owner desires to change the sales price or location of any of the affordable units, the Developer and Owner must obtain the approval of the Housing Director. (AH)
40. Developer and Owner shall submit to the Housing Director information about the income of each prospective buyer of an affordable unit. The Housing Director shall review such information and determine whether the prospective buyer meets the income requirements for the unit and whether the proposed price of the unit does not exceed the affordable cost for the income category of the prospective homeowner. (AH)
41. The Housing Director shall monitor the sale of each affordable unit to determine compliance with this condition. If the Housing Director determines that Developer is not meeting the requirements of this condition, the Housing Director shall so notify Developer and the Community Development Director in writing, and no more building permits shall be issued for the project until the Housing Director notifies the Community Development Director, in writing, that Developer and Owner is meeting the requirements of this condition. (AH)
42. To the maximum extent permitted by applicable law, Developer will establish a preference for the sale of the affordable units to qualified and otherwise eligible low and very low-income households, subject to other restrictions related to funding sources. Preference will be established as follows:
 - a. Households that live and work in the City of Oxnard.
 - b. Households that live or work in the City of Oxnard; and
 - c. All other households. (AH)
43. Developer and Owner will at all times maintain a list of initial applicants and subsequent waiting lists of all persons who apply to purchase the unit, with information sufficient to rank such persons as set forth herein. Prior to offering any Unit to an applicant who neither lives nor works in Oxnard, the Developer and Owner will offer any available unit or units to those eligible and otherwise qualified applicants listed first in category a, and if any units are still available then to those applicants listed in category b. Developer/ Owner shall at all times make the current and prior versions of the waiting list, all information collected relating to compliance with this condition, and other occupancy information available to the City's Housing Director upon request. The Housing Director shall monitor compliance with this condition. In addition to all other remedies, if the Housing Director determines

that Developer and Owner is not meeting the requirements of this condition, the Housing Director shall so notify Developer and Owner and the Community Development Director in writing, and no more building permits shall be issued for the project until the Housing Director notifies the Community Development Director in writing that Developer and Owner is meeting the requirements of this condition. (AH)

DEVELOPMENT SERVICES DIVISION STANDARD CONDITIONS

44. Developer shall pay plan check and processing fees in effect at the time of construction plan submittal and shall pay development fees, encroachment permit fees, and other applicable fees in effect at permit issuance. (DS-1)
45. Developer agrees, as a condition of approval of this resolution, to indemnify, defend and hold harmless, at Developer's expense, City and its agents, officers and employees from and against any claim, action or proceeding commenced within the time period provided for in Government Code Section 66499.37, to attack, review, set aside, void or annul the approval of this resolution or to determine the reasonableness, legality or validity of any condition attached thereto. City shall promptly notify Developer of any such claim, action or proceeding of which City receives notice, and City will cooperate fully with Developer in the defense thereof. Developer shall reimburse City for any court costs and attorney's fees that City may be required to pay as a result of any such claim, action or proceeding. City may, in its sole discretion, participate in the defense of any such claim, action or proceeding, but such participation shall not relieve Developer of the obligations of this condition. Developer's acceptance of this resolution or commencement of construction or operations under this resolution shall be deemed to be acceptance of all conditions thereof. (DS-18)
46. The conditions of this resolution shall prevail over all omissions, conflicting notations, specifications, dimensions, typical sections, and the like, that may or may not be shown on the improvement plans. (DS-21)
47. Prior to approval of the final map or parcel map, Developer shall provide the City Engineer with written evidence from the Ventura County Clerk's Office that Developer has executed and filed with the Clerk all certificates, statements and securities required by Government Code Sections 66492 and 66493. (DS-26)
48. Developer shall dedicate to the City all water rights for the project property by title sheet dedication on the final map or parcel map. (DS-39)
49. Prior to release of the final map or parcel map for recordation, Developer shall provide the City Engineer with a 100-scale base map for addressing purposes. The map shall be drawn on 18-inch by 24-inch mylar and shall show the standard address map title block, north

arrow, street names, tract number, phase boundary and lot numbers. The City will assign all addresses. (DS-56)

50. Prior to release of the final map or parcel map for recordation, Developer shall post security satisfactory to the City Attorney guaranteeing that all survey monuments will be set as required by the Government Code and the City Code. (DS-57)

DEVELOPMENT SERVICES DIVISION SPECIAL CONDITIONS

51. Developer shall process the final map associated with this permit concurrent with the site improvement plans for Planning and Zoning permit Nos. 20-500-05 (Special Use Permit for a Development Plan Permit) and 18-535-01 (Density Bonus Permit). The final map shall be processed for recordation concurrent with approval of the PZ 20-500-05 and 20-535-03 site improvement plans. (DS)
52. Developer shall offer a 30-foot public dedication and locate right-of-way line to the back of the proposed frontage sidewalks on West Second Street and West First Street, a 40-foot public dedication for South K Street, and a 10-foot public dedication for the public alley to the satisfaction of the City Engineer. (DS)
53. Show on Tract 6054 Final Map an easement for the Homeowner's Association (HOA) that provides shared use and maintenance of the proposed private alley, and onsite sewer main and storm drain systems. All improvements in the private alley, including but not limited to the pavement, underground sewer main and storm drain facilities, shall be privately owned and maintained by the HOA. The Developer shall develop and record the Covenants, Conditions, and Restrictions ("CC&Rs") to legally bind all affected lots to the alley, storm drain, and sewer improvements and a mechanism to collect fees necessary to maintain the improvements through the HOA. (DS)
54. Prior to the final map recordation, Developer shall obtain written confirmation from the County of Ventura for the location of the Oxnard Airport Runway Protection Zone (RPZ) area. Developer shall record a "Notice of Land Use Restrictions and Conditions" form on Lots 12 and 13, using the form provided by the City, for recording with the Ventura County Recorder to notify future property owners of the Oxnard Airport Runway Protection Zone restrictions. Before the City issues building permits, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (DS, PL)
55. Developer, shall on the final map, show all easements that are no longer needed for their intended use to be vacated. Easement vacations shall be processed through the City Council for final approval and the Developer shall be responsible for all fees associated with the hearing, easement vacation document preparation, and review by the City. (DS)

56. Show on the final map, an easement for the full width of the private alley to grant access to all governmental agencies providing for the public safety, health and welfare. (DS)

TRAFFIC DIVISION SPECIAL CONDITIONS

57. Except for alley access, Developer shall relinquish on the Final Map all vehicle access rights along West Second Street, South K Street, and West First Street. Such vehicle access rights shall be granted to the City of Oxnard. (TR)

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Oxnard, State of California, held on the 4th day of January, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

John C. Zaragoza, Mayor

ATTEST:

APPROVED AS TO FORM:

Rose Chaparro, City Clerk

Stephen M. Fischer, City Attorney

Encanto Single Family Subdivision

Planning and Zoning Permit No.
20-300-04 Tentative Tract Map No. 6054
as modified by 21-550-03 (Major Modification)
1101 & 1111 West Second Street

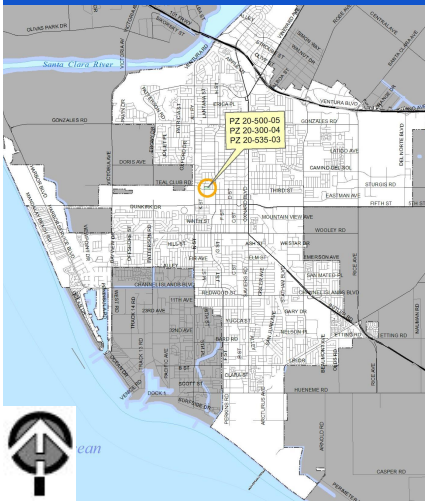
Filed by Henry Casillas, on behalf of
Oxnard Union High School District

Juan Martinez, Associate Planner
Scott Kolwitz, Planning Manager
Vyto Adomaitis, Community Development Director

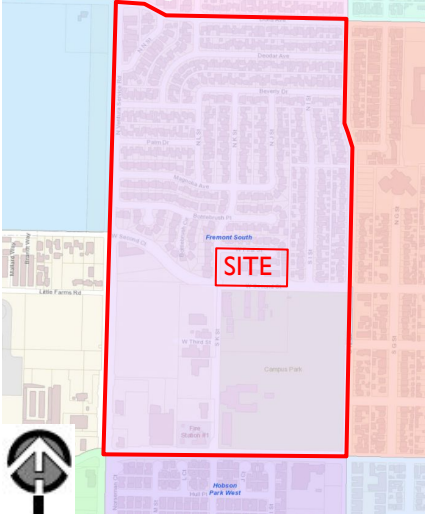
City Council
January 4, 2022

- Subdivision request proposes:
 - Subdivide an existing 4.1 acre site (Gross Area)
 - Dedicate approximately 1-acre of land for the benefit of public right-of-way (existing and proposed roadway improvements)
 - Subdivide a 3.13 acres (Net Area) into 27 lots ranging between between 3,891 and 10,584 square feet (Average 5,332.6 square feet)
 - Provide an overlay easement over the private alley that will require property owners to maintain in perpetuity, and
 - Create a 19,466 sf (0.4 acre) 'No-Build' zone (19,466 sf) within the Airport Restricted Zone (RPZ).

Vicinity Map

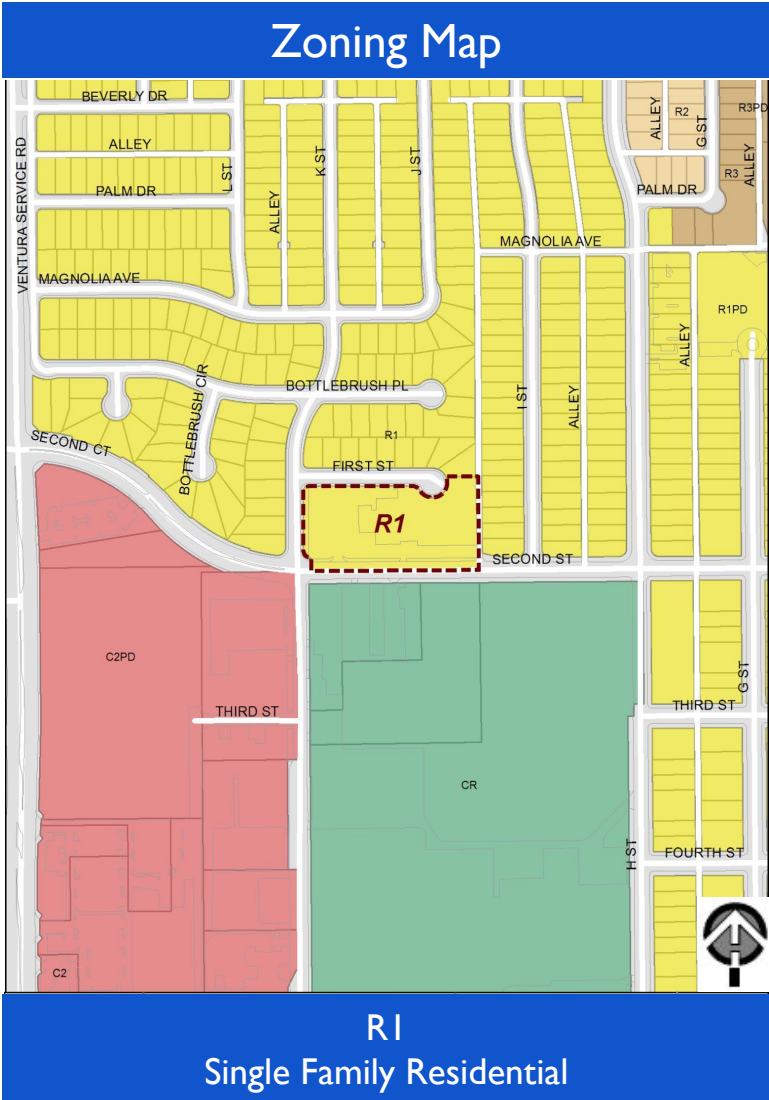
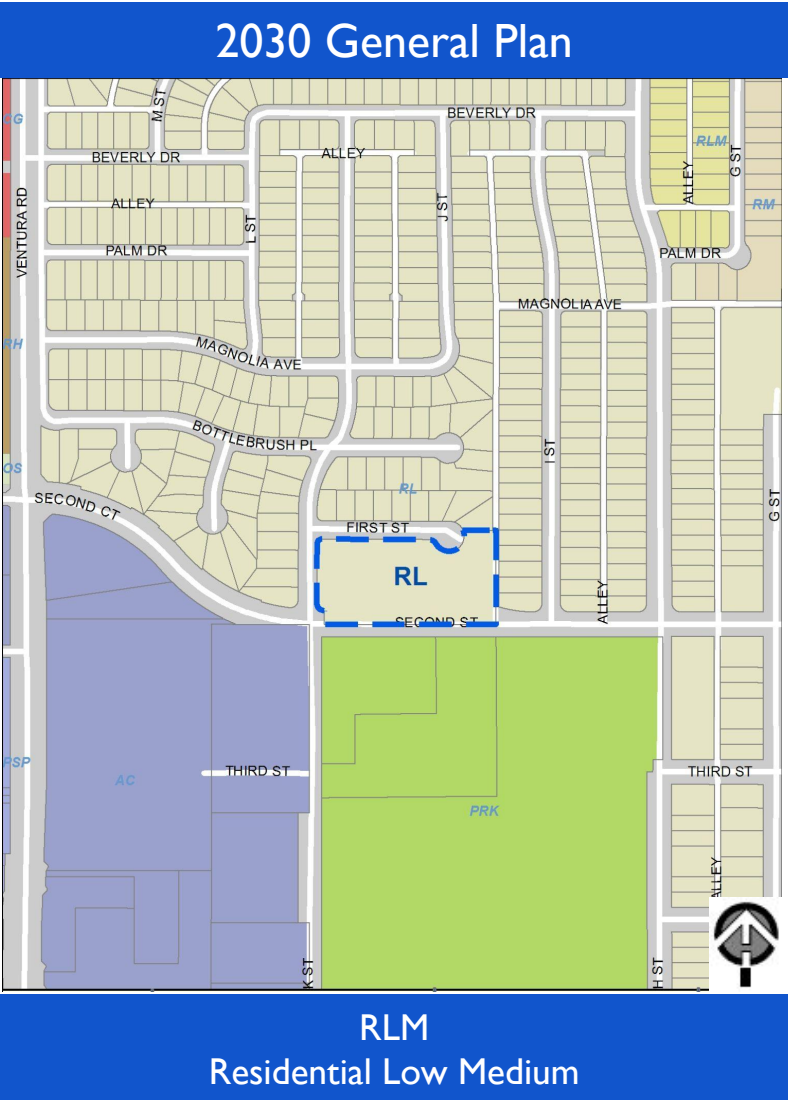


Fremont South Neighborhood



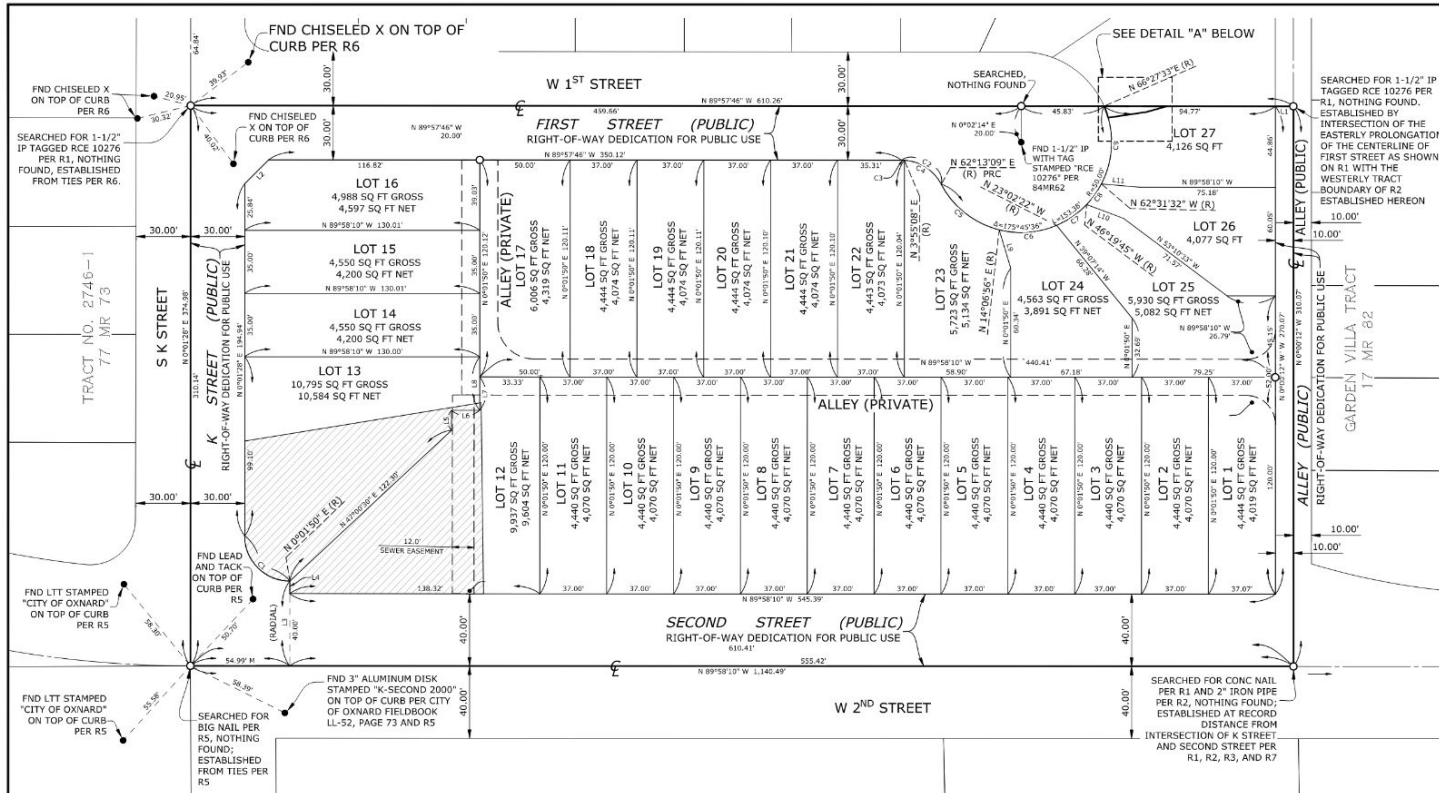
LOCATION	ZONING	GENERAL PLAN	EXISTING LAND USE
Project Site	Single Family (R-1)	Residential Low (RL)	Former Oxnard Union High School District Adult Education
North	Single Family (R-1)	Residential Low (RL)	Single Family Homes
South	Community Reserve (CR)	Park (PRK)	School District/ Future Campus Park
East	Single Family (R-1)	Residential Low (RL)	Single Family Homes
West	Single Family (R-1) General Commercial Planned Development (C-2-PD)	Residential Low (RL) Airport Compatible (AC)	Single Family Homes Oxnard Homeless Solutions Center (former Oxnard National Guard Armory)





Tentative Tract Map 6054

5



CURVE	DELTA	RADIUS	LENGTH
C1	89°59'38"	25.00'	39.27'
C2	62°10'55"	25.00'	27.13'
C3	3°52'54"	25.00'	1.69'
C4	58°18'01"	25.00'	25.44'
C5	48°06'13"	50.00'	41.98'
C6	37°09'19"	50.00'	32.42'
C7	23°12'23"	50.00'	20.32'
C8	16°11'47"	50.00'	14.13'
C9	51°00'55"	50.00'	44.52'

LINE	DIRECTION	LENGTH
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L5	N 00°01'50" E	11.06'
L6	N 89°58'10" W	15.58'
L7	N 00°01'50" E	18.50'
L8	N 00°01'50" E	29.60'
L9	N 16°47'17" W	22.20'
L10	N 69°36'06" W	21.74'
L11	N 64°59'13" W	21.16'

LEGEND

	RIGHT-OF-WAY
	LOT LINE
	STREET CENTER LINE
	EASEMENT LINE
	SEWER
	WATER
	FIRE WATER
	STORM DRAIN
	OXNARD AIRPORT RUNWAY PROTECTION ZONE (RPZ) AREA

GENERAL

OWNER / DEVELOPER	HERITAGE HOMES, LLC 451 WEST FIFTH STREET OXNARD, CA 93030 ATTN: HENRY CASILLAS (805) 385-3565
ARCHITECT	DI CECCO ARCHITECTURE INCORPORATED 887 PATRIOT DRIVE, SUITE C MORRIS, CALIFORNIA 92021 ATTN: MARK DI CECCO (805) 552-0088
CIVIL ENGINEER	ENCOMPASS CONSULTANT GROUP, INC. 313 N. LANTANA ST., SUITE 201 CAMARILLO, CA 93010 ATTN: TRISTAN J. SANTOS, RCE 71473 (805) 416-1698
GEOTECHNICAL ENGINEER	WORKMAN ENGINEERING & CONSULTING 3639 HARBOR BOULEVARD - SUITE 116 VENTURA, CA 93001 ATTN: R. MARK WORKMAN JR, RCE 68557 (805) 382-9381

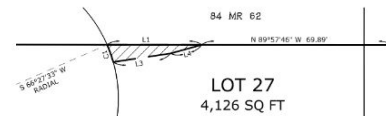
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF SUBDIVISION 28, RANCHO EL RIO DE SANTA CLARA O LA OLANA, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE MAP FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY IN THAT CERTAIN ACTION ENTITLED, THOMAS A. SCOTT, ET AL., PLAINTIFFS, VS. RAFAEL GONZALES, ET AL., DEFENDANTS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF GARDEN VILLA TRACT AS PER MAP RECORDED IN BOOK 17, PAGE 82 OF MAPS, RECORDS OF SAID COUNTY; THENCE, NORTH 89° 58' 40" WEST BEING THE WESTERLY PROLONGATION OF THE SOUTH LINE OF THE ABOVE MENTIONED GARDEN VILLA TRACT 610.41 FEET; THENCE, NORTH 01° 30' WEST 310 FEET; THENCE, SOUTH 89° 58' 40" EAST BEING PARALLEL WITH SAID SOUTH LINE 610.41 FEET TO A POINT IN THE WEST LINE OF SAID TRACT; THENCE, SOUTH 01° 30' EAST 310 FEET TO THE POINT OF BEGINNING.

APN: 202-0-233-355



LINE TABLE

LINE	DIRECTION	LENGTH
L1	N 89°57'46" W	34.88'
L3	N 81°27'41" E	21.32'
L4	N 74°28'12" E	11.96'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	7°40'48"	50.00'	6.79'

UTILITIES

WATER	CITY OF OXNARD
SEWER	CITY OF OXNARD
STORM DRAIN	CITY OF OXNARD/CVPD
ELECTRIC	SOUTHERN CALIFORNIA Edison
GAS	THE SOUTHERN CALIFORNIA GAS COMPANY (SEMpra ENERGY)
TELEPHONE	VERIZON

LOT/ZONING INFORMATION

ZONING	EXISTING: R1 (SINGLE FAMILY RESIDENTIAL) PROPOSED: R1 (SINGLE FAMILY RESIDENTIAL)
AREA	NET AREA: 4.345-ACRES (3.129-ACRES AFTER R.O.W. DEDICATION)
FLOOD ZONE	"AREA OF MINIMAL FLOOD HAZARD" - ZONE X (NO SCREEN)
LOTS	APN: 202-0-233-355
OWNER	HERITAGE HOMES II, LLC
UNITS	SINGLE FAMILY HOMES = 27 UNITS

PREPARER'S STATEMENT

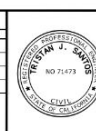
THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

TRISTAN J. SANTOS, RCE 71473 DATE: 10/21/2021



DETAIL "A" - ACCESS EASEMENT

REVISIONS	DATE	DESCRIPTION	BY



VICINITY MAP

SCALE: NOT TO SCALE

ENCANTO PROJECT
TENTATIVE TRACT MAP
CITY OF OXNARD

SCALE: HORIZ. 1" = 30'	VERT. 1" = 10'
WORK ORDER: 0891	DATE: 10/21/2021
DESIGNED BY:	PROJECT ENGINEER
CHECKED BY:	R.C.E. 71473

269

- August 26, 2021, Planning Commission
 - Found the Project to be Exempt from the California Environmental Quality Act (CEQA); and
 - Approved a Special Use Permit for a Development Plan (SUP) and Density Bonus (DB), subject to certain findings and conditions; and
 - Recommended that City Council approve Tentative Tract Map No.6054, subject to certain findings and conditions.
- November 1, 2021, Applicant filed Planning and Zoning Permit No. 21-550-03 (Major Modification)
 - A request to reconfigure five (5) of the 27 lots due to an underlying agreement between the Oxnard Union High School District and the property owners of 1101 West Second Street.
- December 2, 2021, Planning Commission
 - Found the Project to be Exempt from the CEQA; and
 - Rescinded SUP and DB approvals from August 26, 2021; and
 - Approved a SUP and DB, subject to certain findings and conditions; and
 - Recommended that City Council approve Tentative Tract Map No.6054, subject to certain findings and conditions.

Special Use Permit - PZ 20-500-05 (Special Use Permit for a Development Plan)

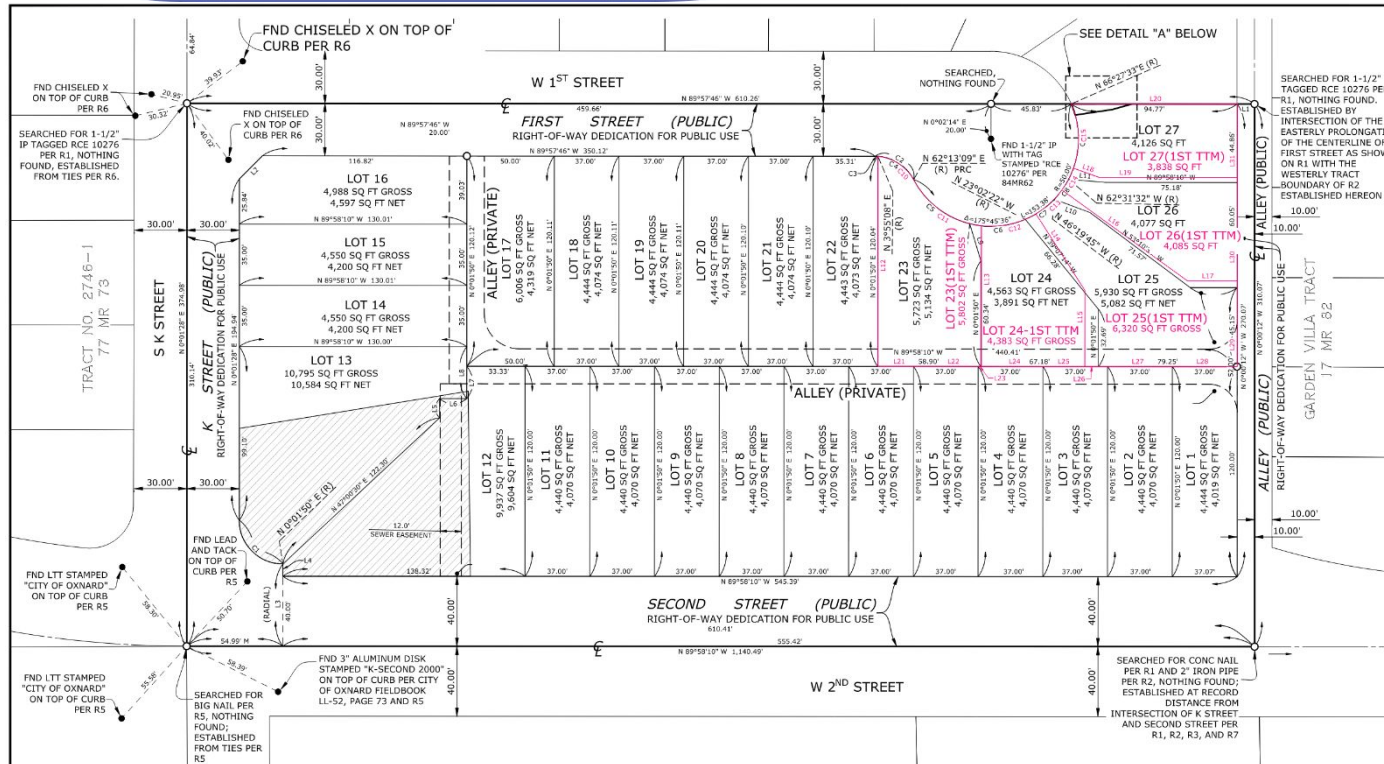
- Allow the construction of 27 detached single-family dwelling units.
- Single-story, three bedroom homes will offer a two plan mix with two unit sizes (1,149 & 1,201 square feet) and attached or detached 484 square-foot two-car garages with alley access.
- Associated site improvements.
- **Planning Commission - Approval Authority**

Density Bonus Permit - PZ 20-535-03 (Density Bonus)

- Allow for a 23 percent Density Bonus to increase the maximum number of units from 22-units to 27-units.
- Twenty (20) market rate & seven (7) homes will be affordable units
- Three (3) Low Income & four (4) moderate income units
- **Planning Commission - Approval Authority**

Tentative Tract Map - Lot Configuration Changes

8



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	89°59'38"	25.00'	39.27'
C2	62°10'55"	25.00'	27.13'
C3	7°52'34"	25.00'	1.69'
C4	58°18'01"	25.00'	35.44'
C5	48°06'13"	50.00'	41.98'
C6	37°09'19"	50.00'	32.42'
C7	23°17'23"	50.00'	20.32'
C8	16°11'47"	50.00'	14.13'
C9	51°00'55"	50.00'	44.52'

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N 89°59'46" E	10.00'
L2	N 45°01'51" E	18.67'
L3	N 00°01'50" E	47.00'
L4	N 00°01'50" E	7.00'
L5	N 00°01'50" E	11.06'
L6	N 89°58'10" W	15.58'
L7	N 00°01'50" E	18.50'
L8	N 00°01'50" E	29.60'
L9	N 18°47'17" W	22.20'
L10	N 89°36'06" W	21.74'
L11	N 84°59'13" W	21.16'

CURVE TABLE - 1ST TTM			
CURVE	DELTA	RADIUS	LENGTH
C10	59°07'47"	27.00'	25.98'
C11	59°00'19"	50.00'	48.00'
C12	37°08'42"	50.00'	32.42'
C13	23°16'47"	50.00'	20.32'
C14	16°11'18"	50.00'	14.13'
C15	43°14'25"	50.00'	37.73'

LINE TABLE - 1ST TTM		
LINE	DIRECTION	LENGTH
L12	N 00°01'50" E	119.92'
L13	N 00°01'50" E	80.37'
L14	N 32°38'59" W	51.98'
L15	N 00°01'50" E	43.44'
L16	N 54°06'53" W	88.42'
L17	N 89°58'10" W	28.57'
L18	N 70°18'12" W	15.59'
L19	N 89°58'10" W	78.99'
L20	N 89°57'55" W	94.62'
L21	N 89°58'10" W	20.41'
L22	N 89°58'10" W	37.00'
L23	N 89°58'10" W	1.76'
L24	N 89°58'10" W	35.24'
L25	N 89°58'10" W	23.53'
L26	N 89°58'10" W	13.07'
L27	N 89°58'10" W	37.00'
L28	N 89°58'10" W	37.00'
L29	N 00°01'17" E	49.60'
L30	N 00°01'17" E	59.00'
L31	N 00°01'17" E	42.06'

LEGEND

- RIGHT-OF-WAY
- LOT LINE
- STREET CENTER LINE
- EASEMENT LINE
- S
- W
- PW
- SD
- ONARD AIRPORT RUNWAY PROTECTION ZONE (RPZ) AREA

GENERAL

OWNER / DEVELOPER
HERITAGE HOMES, LLC
451 WEST FIFTH STREET
OAKLAND, CA 94612
ATTN: HENRY CASILLAS
(905) 385-3565

ARCHITECT
DI CECCO ARCHITECTURE INCORPORATED
881 PATRICK DRIVE, SUITE C
MIDWAY, CALIFORNIA 94561
ATTN: MARK DI CECCO
(905) 525-0088

CIVIL ENGINEER
ENCOMPASS CONSULTANT GROUP, INC.
333 N. LANTANA ST, SUITE 287
CARMELITO, CA 95010
ATTN: TRISTAN J. SANTOS, RCE 71473
(805) 416-1698

GEOTECHNICAL ENGINEER
WORKMAN ENGINEERING & CONSULTING
3039 HARBOR BOULEVARD - SUITE 116
VENTURA, CA 93001
ATTN: R. MARK WORKMAN, R. RCE 68557
(805) 302-9381

LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF SUBDIVISION 28, RANCHO EL RIO DE SANTA CLARA O LA COLONIA, IN THE CITY OF OAKLAND, COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE MAP FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY IN THAT CERTAIN ACTION ENTITLED, "THOMAS A. SCOTT, ET AL., PUPPS, VS. RAMON GONZALEZ, ET AL., DEFTS.", DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF GARDEN VILLA TRACT AS PER MAP RECORDED IN BOOK 17, PAGE 82 OF MAPS, RECORDS OF SAID COUNTY; THENCE, NORTH 89° 58' 40" WEST BEING THE WESTERLY PROLONGATION OF THE SOUTH LINE OF THE ABOVE MENTIONED GARDEN VILLA TRACT 610.41 FEET; THENCE, NORTH 01° 36' WEST 310 FEET; THENCE, SOUTH 89° 58' 40" EAST BEING PARALLEL WITH SAID SOUTH LINE 610.41 FEET TO A POINT IN THE WEST LINE OF SAID TRACT; THENCE, SOUTH 01° 36' EAST 310 FEET TO THE POINT OF BEGINNING.

APN: 202-0-233-355

UTILITIES

WATER
CITY OF OAKLAND

SEWER
CITY OF OAKLAND

STORM DRAIN
CITY OF OAKLAND/CVWP

ELECTRIC
SOUTHERN CALIFORNIA EDISON

GAS
THE SOUTHERN CALIFORNIA GAS COMPANY (SCE/SPA ENERGY)

TELEPHONE
VERIZON

LOT/ZONING INFORMATION

ZONING
EXISTING: R1 (SINGLE FAMILY RESIDENTIAL)
PROPOSED: R1 (SINGLE FAMILY RESIDENTIAL)

AREA
NET AREA: 4.345-ACRES (3.129-ACRES AFTER R.O.W. DEDICATION)

FLOOD ZONE
"AREA OF MINIMAL FLOOD HAZARD" - ZONE X (NO SCREEN)

LOTS
APN: 202-0-233-355

OWNER
HERITAGE HOMES II, LLC

UNITS
SINGLE FAMILY HOMES = 27 UNITS

PREPARER'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

DATE: 10/21/2021

TRISTAN J. SANTOS, RCE 71473

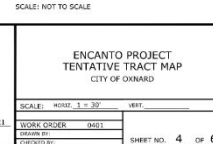


DETAIL "A" - ACCESS EASEMENT

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



VICINITY MAP



ECG
Encompass Consultant Group
201 N. LANTANA ST, SUITE 200, CARMELITO, CALIFORNIA 95010
TRISTAN J. SANTOS
RCE 71473

DATE: 10/21/2021

PROJECT ENGINEER

ENCANTO PROJECT
TENTATIVE TRACT MAP
CITY OF OAKLAND

SCALE: HORIZ. 1" = 30'

VERT.

WORK ORDER: (405)

DATE: 10/21/2021

SHEET NO. 4 OF 6

10



Site Plan & Landscape Setting - Updated Site Plan

11



STREET TREES



ARECASTRUM
ROMANZOFFIANUM



MAGNOLIA G.
SAINT MARY



CHITALPA
TASHKENTENSIS

FRONT YARD CANOPY TREE



TABEBUIA
IMPETIGINOSA

UPRIGHT ACCENT TREES



PYRUS CALLERYANA
'CAPITAL'



TRISTANIA LAURINA
'ELEGANT'





- In accordance with Section 15332 (Class 32, In-Fill Development) of the California Environmental Quality Act (CEQA) Guidelines, projects characterized as in-fill development may be found to be exempt from the requirements of CEQA.

- **Condition 19:** Acknowledges related and necessary SUP/DB Permits
- **Condition 21-43:** Inclusionary Housing, Density Bonus, agreement developer/owner
- **Condition 52:** Right-of-way dedication: First St. (30-feet); Second St. (30-feet); South K St. (40-feet); & public alley (10-feet)
- **Conditions 53:** HOA shared access and maintenance of private alley, sewer main, & storm drain systems

That the City Council:

- Conduct a public hearing;
- Find the Project to be Exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15332 (In-fill Development Projects) of the CEQA Guidelines;
- Adopt a Resolution approving Planning and Zoning Permit No. 20-300-04 (Tentative Tract Map No. 6054) as modified by PZ No. 21-550-03 (Major Modification), subject to certain findings and conditions.

End of Presentation

City Council Hearing: January 4, 2022



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. K.1

DATE: January 4, 2022

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Budget Appropriation for Irrigation Repairs. (0/10/5)

RECOMMENDATION

That the City Council approve and authorize a budget appropriation in the amount of \$400,000 from the General Fund available fund balance to the Parks Division for the use of citywide irrigation repairs.

Please click the following link to view the required Measure M pre-recorded presentation video:
<https://youtu.be/JriS2GYcW1Y>

BACKGROUND

On December 14, 2021, staff provided a drought condition update and presentation to the Public Works and Transportation Committee (PWTC). The report addresses questions and concerns related to the City's water conservation compliance, enforcement, and penalties and credits. This update is being presented to the City Council on January 4, 2022.

Currently, the City has 36 General Fund parks and just over 120 acres of parkways and medians that require irrigation repairs to achieve water efficiency. These areas fell into a state of disrepair after years of budget cuts and deferred maintenance. With the passage of Measure E in November 2020, staff was given direction to create a plan for restoring the maintenance of the citywide street landscapes and parks. The plan that was approved included contracting for maintenance services within these areas. However, these contracts are only for mowing, pruning, pest control, and trash clean-up. Irrigation repairs were not included within these contracts.

Staff worked with the City's geographic information system (GIS) Team to develop a real-time map of the needed irrigation repairs throughout the City. Because of the Park Division's limited staffing, there are not enough employees to dedicate to just irrigation repairs. Therefore, they have not been able to maintain a schedule for irrigation repairs because of continual emergencies that shift staff priorities. Recently, landscape contractors were added through an existing on-call contract to assist with the street landscape irrigation repairs. However, this contract only has \$160,000 remaining and will be spent within a few months.

DISCUSSION

The City must lead the efforts for water stewardship among our residents. A partnership between Parks and the Water Division has been made to enhance the GIS map of needed repairs and to also address the aging irrigation infrastructure and the lack of an existing irrigation inventory. Staff will be performing irrigation efficiency surveys at each site that will identify the components and locations of needed repairs or replacement of components for maximum efficiency.

The requested appropriation of \$400,000 from the General Fund available fund balance will provide funds to contract the irrigation repairs and improvements of irrigation systems for greater efficiency throughout the City. The proposed

amount is an estimate for the remainder of this current Fiscal Year. Additional funds may be required in future Fiscal Years given the large amount of deferred maintenance related to the irrigation systems maintained by the City. These initial funds will allow the City to get ahead of water efficiency and compliance prior to the potential water restrictions that may be imposed this spring.

Please click the following link to view the required Measure M pre-recorded presentation video:

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The current FY 2021-22 Parks General Fund budget includes \$12,000 for irrigation supplies for the street trees and landscapes and just over \$34,000 for backflow repair and replacement. The current on-call irrigation repair contract with Garcia's Landscape for \$200,000 originated in Special Districts, but has the capacity to be utilized by the parks and street landscapes by using the General Fund for the remaining \$160,000 of available contract services. The appropriation from the General Fund available fund balance for an additional \$400,000 will require a new bid for on-call irrigation repairs and irrigation supplies and should be placed in the operations budget account #101-5705-805.82-09.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. Budget Appropriation
2. Presentation

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works/Engineering
Project/Program
Manager: Steve Howlett

Date: January 4, 2022

Phone: 805-385-7900

Reason for Appropriation:

Budget appropriation from General Fund available fund balance for citywide irrigation repairs.

Accounts and Descriptions

AMOUNT

Fund: GENERAL FUND (101)

Expenditures/Transfers Out

PARKS: TREES AND MEDIANS

101-5705-805-82-09 CONTRACTS AND SERVICES 400,000

Sub-total Expenditures 400,000

Net Change to Fund Balance (400,000)

Net Appropriation Change 400,000

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

REQUIRES CITY COUNCIL AUTHORIZATION

BA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Revised : 2/23/2012

Budget Appropriation for Irrigation Repairs

City Council
January 4, 2022

Steve Howlett
Assistant Public Works Director

RECOMMENDATION

That the City Council approve and authorize a budget appropriation in the amount of \$400,000 from the General Fund available fund balance to the Parks Division for the use of citywide irrigation repairs.

BACKGROUND

- Currently, the City has 36 General Fund parks and just over 120 acres of parkways and medians that require irrigation repairs to achieve water efficiency.
- Staff worked with the City's geographic information system (GIS) Team to develop a real-time map of the needed irrigation repairs throughout the City.
- Recently, landscape contractors were added through an existing on-call contract to assist with the street landscape irrigation repairs. However, this contract only has \$160,000 remaining and will be spent within a few months.

DISCUSSION

- The City must lead the efforts for water stewardship among our residents.
- A partnership between Parks and the Water Division has been made to enhance the GIS map of needed repairs and to also address the aging irrigation infrastructure and the lack of an existing irrigation inventory.
- The requested appropriation of \$400,000 from the General Fund available fund balance will provide the funds necessary to contract the irrigation repairs and improvements of irrigation systems for greater efficiency throughout the City.
- This will allow the City to get ahead of water efficiency and compliance prior to the potential water restrictions that may be imposed this spring.

FINANCIAL IMPACT

- The current FY 2021-22 Parks General Fund budget includes \$12,000 for irrigation supplies for the street trees and landscapes and just over \$34,000 for backflow repair and replacement.
- The current on-call irrigation repair contract with Garcia's Landscape for \$200,000 originated in Special Districts, but has the capacity to be utilized by the parks and street landscapes by using the General Fund for the remaining \$160,000 of available contract services.
- The appropriation from the General Fund available fund balance for an additional \$400,000 will require a new bid for on-call irrigation repairs and irrigation supplies and will be funded in the operations budget account #101-5705-805.82-09.





CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. K.2

DATE: January 4, 2022

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Update on Drought Condition Report. (0/10/5)

RECOMMENDATION

That the City Council:

1. Approve the City stay in a Stage 2 water shortage condition pursuant to the City Council approved Resolution No. 14,741;
2. Provide feedback on the water conservation outreach, education, and enforcement plan; and
3. Provide feedback on a potential new resolution with the appropriate water shortage stage and conservation measures should a 0% allocation be finalized in Spring 2022.

(Public Works and Transportation Committee approved 3-0)

Please click the following link to view the required Measure M pre-recorded presentation video:
<https://youtu.be/r6RGyLuhcGo>

BACKGROUND

On October 26, 2021, staff provided a drought condition update and presentation to the Public Works and Transportation Committee (PWTC). At the meeting, staff was asked to address questions and concerns related to the City's conservation compliance, enforcement, penalties and credits and to return with an updated staff report. Additionally, California's drought condition and recommendations from the Department of Water Resources are frequently changing, as well as the actions taken by Metropolitan Water District and Calleguas Municipal Water District. As such, new information has since come forth and has been added to the updates below. Because of the fluid nature of this topic, staff may provide additional information at the PWTC meeting. Additionally, staff anticipates bringing back another drought update to the PWTC and the City Council in Spring 2022 when more information is known about the snowpack levels and other data that may impact water supplies to the City.

Latest Drought Information Update

On October 19, 2021, Governor Gavin Newsom issued a proclamation expanding the drought emergency statewide. The governor's proclamation now includes the eight counties that had previously not been included under the state of emergency: Imperial, Los Angeles, Orange, Riverside, San Diego, San Bernardino, San Francisco and Ventura. The proclamation requires all water suppliers to implement water shortage contingency plans that are responsive to their local conditions, preparing for the likelihood of a third consecutive dry year. The proclamation also provides assistance and funding under the California Disaster Assistance Act. Governor Newsom is urging Californians to increase their efforts to attain the 15 percent voluntary water use reduction.

The Metropolitan Water District (Met) states that "despite extraordinary measures taken by Met, it's member agencies,

and others in Southern California, further and immediate action is needed to preserve and stretch limited State Water Project (SWP) supplies and urgent action is also necessary to slow the draw from Met's SWP supplies stored in surface reservoirs and groundwater basins throughout the State."

On November 9, 2021, Met's Board of Supervisors adopted a resolution declaring a regional drought emergency. The resolution calls upon member agencies to take all reasonable measures to reduce their dependence on SWP supplies for the duration of the emergency and to implement appropriate voluntary and mandatory drought actions from their Water Shortage Contingency Plans. Specifically, the resolution calls upon all member agencies to:

- Review the adequacy of their past drought response measures.
- Make all reasonably practicable changes in their operations to reduce their use of SWP supplies.
- Immediately implement such conservation requirements, water-use efficiency measures, and drought-related limitations as are appropriate to reduce the use of SWP supplies, including those SWP supplies already in storage.

Each year, California's Department of Water Resources (DWR) provides an allocation percentage using a Water Supply Allocation Plan formula. Allocations represent the amount of SWP water that DWR will deliver for the year and is reviewed monthly based on several factors, such as water in storage, environmental requirements, and rain and snow runoff projections. The allocated supply of water is sold to Met, which then wholesales it to Calleguas, which then sells it to the City of Oxnard.

On December 1, 2021 DWR announced an initial 0% allocation given the extremely dry conditions and low storage in major reservoirs. As part of DWR's standard practice, an initial allocation notice is provided early in the water year. This is not the final allocation, however it is a good indication of what DWR is contemplating. The final DWR allocation expected to be announced in April/May 2022 is highly dependent on precipitation and snowpack in the Sierras over the next winter months. If the final allocation for 2022 is anything above 0%, even 5% as they were in Calendar Year 2021, then Met should have more flexibility in meeting demands for its SWP dependent areas and therefore, Oxnard should not be heavily impacted. A 0% allocation means Calleguas will not receive additional SWP supplies, resulting in Calleguas utilizing their existing water supplies to meet their customer water demands.

Should a 0% allocation be finalized in April/May, a health and safety needs only scenario (the worst-case scenario), Met would lose its flexibility in meeting demands for state water project-dependent areas and would be limited by the State to serve potable water for "health and safety needs" only. This has the potential to mean "no outdoor water use" for a portion of the calendar year 2022.

Following in line with Met's actions, Calleguas Municipal Water District (CMWD) adopted Resolution No. 2033 on November 17, 2021 calling on all purveyors (City of Oxnard) to reduce water consumption demand by 15% compared to 2020 levels. The resolution places responsibility on the purveyor to implement the appropriate water conservation measures to achieve the 15% reduction. CMWD's potential measures for purveyors to enact to achieve reduction include:

- Restrict irrigation hours to evening and early morning hours.
- Prohibit non-essential irrigation (ex., golf courses and parks) and limit water use for essential irrigation.
- Restrict or disallow irrigation entirely.
- Disallow the use of water to fill ornamental lakes, ponds, pools, and fountains.
- Limit or disallow the washing of vehicles.
- Disallow the spraying of outdoor paved surfaces and using potable water for street cleaning.
- Restrict the use of water from fire hydrants for construction purposes.
- Implement a rate structure for charges and penalties for water use restriction violations.

Some of the proposed conservation measures, such as restrictions on irrigation hours and no spraying of outdoor paved surfaces, are already implemented under Oxnard's Stage 2 water shortage, Resolution No. 14,741 and Oxnard City Code on prohibited water waste, Sec. 22-136.

If insufficient SWP supplies fail to develop in early 2022, CMWD may invoke powers under California Water Code

Section 350 to implement mandatory actions.

DISCUSSION

Follow-up to Committee and City Manager’s Questions:

The Oxnard Water Division takes the following actions when water waste is reported or observed:

Education and Enforcement Hierarchy

1st Violation	Courtesy Notice/ Educational Letter	For a first violation, the city may give written notice of the fact of such violation to the customer by personal service, by delivery through regular United States mail addressed to the customer's residence, or any other means reasonably designed to notify the customer of the violation. The notice contains a description of violation, lists all prohibited water waste, and provides resources such as rebate information.
	7 day Post Letter Follow-up Phone Call	Follow up to see if the customer has received the educational letter. Discuss if the issue has been addressed and offer additional information/resources.
2nd Violation	Letter - Warning of Penalty	Letter may contain a description of the facts of the violation, a statement of the possible penalties for violation and a statement informing the customer of his/her right to request an adjustment or an appeal.
3rd Violation	Penalty	A surcharge may be imposed on the customer in an amount equal to 25 percent of the most recent utility bill (exclusive of the sewer and refuse portion of the bill), or \$25, whichever is greater, payable as part of the utility bill for the location at which the violation occurred.
4th Violation	Penalty	A surcharge may be imposed on the customer in an amount equal to 50 percent of the most recent utility bill (exclusive of the sewer and refuse portion of the bill), or, \$50, whichever is greater, payable as part of the utility bill for the location at which the violation occurred.
Additional Violations	Fine/Admin Cites	Impose such other penalty or fine as deemed appropriate by the City Manager, until such time that the City Manager determines that further violations are not likely to occur.

The surcharges stated above are pursuant to the City of Oxnard Municipal Code Section 22-137 (Failure to Comply). However, over the past 12 months, the Water Division has received 118 reports of water waste and has yet to impose surcharges to gain compliance by the property owner. The “Additional Violations” section noted above is part of the City’s administrative citation process and may be used in the event of non-compliance with Stage 2 requirements or violations of the City’s Municipal Code with the assistance of the City’s Code Enforcement team.

As a phased approach to outreach and enforcement, staff recommends the following:

Phase 1

The City will move forward with enhanced conservation messaging leveraging a variety of different communication outlets; including digital media (Facebook, Instagram, Twitter and Nextdoor), print media (flyers, utility bill inserts, newspaper ads), and messaging through other platforms (radio ads , City billboards, and DMV ads). Messaging will emphasize the City’s Stage 2 water shortage restrictions, such as the twice a week outdoor watering schedule, and provide resources for saving water, such as rebates and incentive programs. All communications will be done in both English and Spanish.

The messaging will be coordinated with Metropolitan Water District (Met) to continue a unified regional message in the

media and outreach campaigns in order to communicate the need for continued conservation to the general public, businesses, stakeholders, industries, and public officials. In Met's November 9, 2021 Drought Resolution, their General Manager was directed to coordinate with the member agencies and bring to the Met Board an appropriate regional message to communicate the status of the statewide drought emergency and specified emergency conditions within the Metropolitan service area and the need for continued conservation to the general public, businesses, stakeholders, industries, and public officials. The City will utilize the regional messaging developed by Met and Calleguas Municipal Water District (CMWD) to keep messaging consistent.

Development Services shall verify at the time of landscape plan check submittal, that the landscape planting and irrigation plans comply with the current title 23 Model Water Efficient Landscape Ordinance (MWELO). Consistent with City Council Resolution 14,741, irrigation of newly constructed home and building exteriors with potable water is prohibited unless drip or micro spray systems are used.

Continued reporting of water waste by all Oxnard staff by utilizing the 311 app or by email, waterconservation@oxnard.org, or by calling the Oxnard Public Works call center at (805) 385-8136. Under Phase 1 there are no active water ambassadors patrolling for water waste violations.

Residents, Home Owners Associations (HOA), commercial establishments, municipal customers, and schools are all required to follow the City's mandatory water conservation measures listed under the Stage 2 Water Shortage. Additionally, "an HOA shall not issue a fine or assessment on a homeowner for reducing or eliminating the watering of vegetation or lawns during a state or locally-declared drought emergency," (Civil Code section 4735(c)).

All reports of water waste are logged in a tracking spreadsheet maintained by water conservation staff within the Water Division. Historical data has shown that the informational and educational approach has been well received by the community and generally does not go further than a warning of penalty within the education and enforcement hierarchy plan.

Supporting Data

During the past 12 months, only 11 of 118 water waste reports required an additional follow-up. In the past 6 months, only 7 of 79 water waste reports required an additional follow-up. A follow-up is completed when a second complaint, either by the same person or someone different, is reported.

In Oxnard, the overall water demand has continued to decline from peak usage from 26,703 acre-feet of water in the beginning of the previous drought commencing in Fiscal Year 2013-14 to 21,847 acre-feet of water in Fiscal Year 2019-20. Based on water consumption during Fiscal Year 2014 to water consumption data during Fiscal Year 2019-20 there has been an average reduction in overall water use of 15 percent. Oxnard's residents and business have been doing their part to address the State's drought and water supplies issues for over eight years. As such, staff recommends the above education and enforcement process and remaining at Stage 2.

Phase 2

Should a 0% State Water Project (SWP) allocation be finalized by the Department of Water Resources (DWR) in Spring 2022, staff recommends moving to Phase 2 of the outreach, education, and enforcement plan. It should be noted that a 0% allocation means only the baseline amount of water will be supplied from the SWP.

Staff would bring back for the Council's consideration a new resolution with the appropriate water shortage stage and conservation measures that are in line with any of Met's and CMWD's mandated restrictions. The conservation messaging campaigns will be strengthened while following in line with CMWD and Met's outreach and education plan.

Based upon current information from Met, a 0% SWP allocation would likely require water usage for public health and safety only and zero outdoor watering if in alignment with Met's mandatory water use restrictions. A proposed City Council resolution would reflect appropriate restrictions and requirements consistent with Met's and/or CMWD's requirements. These could include increased penalties, issuing administrative citations and penalties for first violations. Furthermore, a resolution could include additional restrictions as outlined in the Oxnard Municipal Code Section 22-154 (C)(2), which include:

- Identifying maximum allowed water use
- Not issuing new construction meters or short-term water use unless reclaimed or non-potable water is used, unless potable water use is necessary to protect the health, safety or welfare
- Require expeditious leak repair within 48 hours after discovery of such leak, break or malfunction, or receipt of notice from the city of such condition, whichever comes first
- Limits on swimming pools; new and refilling of existing
- Limits on agricultural use
- Limit new water service

In addition to City staff continuing to report water waste violations while in the field, the Water Division will have employees designated as Water Conservation Ambassadors to actively patrol predetermined portions of the City, looking for violations of the water waste ordinance. A rotating schedule would be established to ensure that mornings, evenings, and weekends are patrolled evenly throughout the City.

Example water patrol schedule:

Week 1: Districts 1, 2, and 3

Week 2: Districts 4, 5, and 6

When violations are identified, ambassadors will log the violation type, location, time, take a photo of the issue and list any other useful observations. Violation logs will be turned into the Water Conservation Supervisor, who will coordinate with the Water Division Manager, then initiate the education and enforcement hierarchy process.

Mandatory Leak Repair

Per City Code Sec. 22-136. “all repairs shall be completed within 72 hours after discovery of such leak, break or malfunction, or receipt of notice from the city of such condition, whichever comes first.”

Under section 22-154 restrictions are listed that could be enacted by the Council should they declare a drought stage. One of the optional restrictions is, “all repairs shall be completed within 48 hours after discovery of such leak, break or malfunction, or receipt of notice from the city of such condition, whichever comes first.”

With Resolution No. 14,741, City Council declared a continuance of the Stage 2 water shortage condition, but did not elect to use the 48-hour window requirement for repairs of leaks.

Staff also recommends that the City stay within the 72-hour leak repair window. This allows property owners the opportunity to obtain the assistance of a professional and/or additional funding necessary to address the repairs, if needed.

As an additional tool to help the Oxnard residents manage their water consumption and address water leaks, the City will begin the Council-approved advanced meter infrastructure (AMI) installation project in early 2022. The project is scheduled to take place over a three-year period.

Through an interactive portal with tracking and alarming features (similar to tracking data and usage on a smartphone), customers will be able to track how and when they are using the most water and where to focus on water use efficiencies. Customers will have full access to their water usage data 24 hours a day, thereby eliminating the need to wait for a monthly bill to notice excess water use, which may indicate a leak. Additionally, Oxnard staff will be able to view the same water use data allowing for better customer service and outreach opportunities.

Because the City has a vast amount of irrigation in parks, medians, and parkways, the City will be at the forefront of water stewardship. Unfortunately, years of deferred maintenance due to budget constraints has led to many irrigation system failures. Staff from Public Works continues to address the necessary repairs to avoid water waste. Staff anticipates hiring contractors to assist with the repairs, should funding become available. A request for additional irrigation repair funding is anticipated for the PWTC and City Council to consider. In the meantime, in a partnership

between Parks and the Water Division to address irrigation leaks and aging irrigation infrastructure, staff will be performing water irrigation efficiency surveys and providing recommendations for efficiency improvements and infrastructure replacements.

Additionally, there have been multiple inquiries for the use of water trucks to irrigate the parkway and median trees in areas where the irrigation system is waiting for repairs. Staff is working with West Coast Arborists on a pilot program that will utilize their water trucks for this purpose. A section of landscaping will be identified within the City and scheduled for watering twice per week. Staff will measure the water infiltration after each application and compare the results with trees being irrigated on bubbler and drip systems. The results of these measurements will determine if the use of water trucks is efficient for continued use in other areas throughout the City.

Financial Assistance for Leaks

Under Resolution No. 15,069, customers' bills that have been impacted due to a leak can request a one-time credit adjustment based on the sewer portion of their bill over the lifetime of their account.

Should the PWTC recommend staff develop a different allowance process for billing adjustments related to water leaks, staff will come back with a recommendation. However, staff does not recommend making any adjustments to the current process that could promote owners' unwillingness to permanently address water waste issues during this critical drought time.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on December 14, 2021 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Omar Castro, Water Division Manager

ATTACHMENTS

1. October 26, 2021 PWTC Drought Condition Report
2. October 19, 2021 Governor's Proclamation Expanding Drought Emergency -SOE
3. November 9, 2021 - Met's Declares a Regional Drought Emergency
4. CMWD Resolution
5. Presentation



PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.1

DATE: October 26, 2021

TO: Public Works and Transportation Committee

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Drought Condition Update. (0/15/15)

RECOMMENDATION

That the Public Works and Transportation Committee:

1. Receive a report on the current drought conditions and forward it to the City Council; and
2. Provide feedback on a potential ordinance to amend the City's four water shortage stages in the City's existing ordinance to six water shortage stages to be consistent with the State's approach.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/vOyK-vx87GM>

BACKGROUND

Western United States Drought Status

As of August 24, 2021, 83.7% of the Western United States falls into the category of severe drought, according to experts with the United States Drought Monitor. Most reservoir levels in the West are below or much below normal, in many cases from long-term dry conditions. Lake Powell is at 31% capacity, while Lake Mead is at 35% of capacity. In California, Lake Shasta is at 35% capacity and Lake Oroville is near a record low at just 27% of capacity. **This drought is a regional water problem.**

In California, Governor Newsom officially issued a State of Emergency Proclamation in Mendocino and Sonoma Counties on April 21, 2021. This proclamation prepares State agencies for the expected effects of the water shortage and opens up funding opportunities for mitigation efforts. On May 10, Newsom expanded the proclamation to include the Klamath River, Sacramento-San Joaquin Delta, and Tulare Lake Watershed counties. On July 8, Governor Newsom again expanded the drought state of emergency, now covering 50 of California's 58 counties. Ventura County is not currently included in the drought state of emergency; also excluded are San Francisco, Los Angeles, San Bernardino, Riverside, Orange, San Diego, and Imperial Counties. However, language was included in Senate Bill 170, one of the budget trailer bills, that allows for its funds to be available for water projects in all counties regardless of inclusion in the drought proclamation.

Governor Newsom has called on all Californians to voluntarily reduce their water usage by 15% compared to 2020 levels; the Governor may issue an order at some point soon mandating conservation. Cities throughout California such as Folsom, Fort Bragg and Roseville are also tackling the water shortage by entering a higher water shortage stage and implementing new water use restrictions and enforcement. As an example, the City of

Folsom announced that its water customers would be required to reduce water use by 20% starting August 30, 2021. Folsom has also issued a level 3 water conservation declaration and implemented new mandatory water use restrictions, including limiting landscape and hand watering to two days per week, prohibiting the washing of parking lots, streets, driveways, or sidewalks, prohibiting the use of water for construction purposes without City preapproval, serving water at restaurants only upon request, requiring recirculation pumps in all pools, spas and ornamental fountains/ponds, and not allowing pool draining and refilling unless required for health, maintenance, or structural considerations. In addition, the City of Folsom is taking steps to reduce water consumption on public property by 20%, including reducing watering in parks and in public streetscapes, continuing to monitor and correct any runoff problems on public property, and temporarily discontinuing the flushing of fire hydrants and water lines. Currently, compliance is achieved through customer education, such as bill inserts, newspaper ads, direct mail, radio ads, TV and movie theater PSAs, restaurant table tents, and billboards. Customers violating watering restrictions or found letting water spray or flow off their property could face Folsom's administrative water waste fines.

Local Drought Status

The City of Oxnard (City) purchases anywhere from 40 to 50% of its total annual water supply from Calleguas Municipal Water District. This water is State Water Project water supplied by the Metropolitan Water District (Met). Met is forecasting a supply gap of approximately 633,000 acre-feet for calendar year 2021. (One acre-foot of water equals about 326,000 gallons or enough water to cover one acre of land, about the size of a football field, one foot deep. An average California household uses between one-half and one acre-foot of water per year.) It is expected that Met will draw on storage reserves to meet the 633,000 acre-feet shortfall; however, in response to the drought conditions, on August 17, 2021, Met's Board of Directors issued a water supply alert that calls for customers and businesses to reduce their water demand (not indicating any specific amount). According to Met's press release:

"The action calls for water agencies to reduce their water demand through public awareness campaigns and by adopting measures tailored to their own local conditions. Examples of local agency measures could include increasing outdoor water use efficiency, prohibiting home car washing or filling of ornamental water features, and requiring that restaurants only serve water upon request."

Should conditions worsen, Met could impose financial penalties on the public agencies and retail suppliers to whom Met provides water.

Many cities and water purveyors in southeast Ventura County utilize supplies distributed by Calleguas to meet total retail demands. Calleguas is substantially reliant on State Water Project supplies. On August 18, 2021, Calleguas's Board activated its Water Shortage Contingency Plan and adopted a level 2 water shortage stage. Per this plan, a move to Stage 2 indicates an up to 20% shortage and calls for voluntary conservation, with increased outreach and education. The move to level 2 aligns with the Governor's call for 15% voluntary conservation and is consistent with Met's supply alert. Calleguas has informed the City that the State water supply will not be impacted in calendar year 2021 due to advanced planning for water shortage conditions and regional storage infrastructure improvements and investments over the past years. However, according to an email from Calleguas General Manager Tony Goff dated October 7, 2021, as soon as next year: "it is possible that mandatory conservation will be implemented in the Calleguas service area." Goff continues: "There is also a possibility that DWR may only allow potable water use for health and safety needs in State Water Dependent areas. In effect, this would mean 'no outdoor water use' throughout the Calleguas service area for part of CY 2022." Goff states there is a "high likelihood of implementing mandatory conservation."

In addition to State water, the City obtains groundwater, about half of which is pumped by the City and the other half is pumped for the City by the United Water Conservation District. The groundwater allocation amount is governed by Fox Canyon Groundwater Management Agency, an entity created by the California Legislature in 1982. Beyond the drought, our groundwater basin is critically overdrafted and by law is required

to be managed for long term sustainability; this will be covered in detail in a future report to City Council.

What Nearby Water Suppliers Are Doing

The City has reached out to other nearby water suppliers for information on their expected actions and plans regarding the drought. The City of Camarillo's staff plans to take an item to their City Council in November to consider declaring a level 2 water shortage stage with the goal of reducing water use by 20%. With a level 2 water shortage, outdoor watering would be limited to three days a week, leaks would have to be fixed within 48 hours after receiving notice from the City, the filling or refilling of ornamental lakes or ponds would be prohibited, agricultural water deliveries would be limited to three days per week and recycled water would have to be used if available for construction.

The City of Ventura has stated that its supply projections account for this year's record low rainfall, but they will continue to encourage customers to conserve, to enforce water waste prohibitions, to offer water efficiency programs/incentives, and to pursue water supply projects. Ventura currently has the following water waste prohibitions in place: no water to run and be wasted during outdoor use, no leaks to persist for more than 48 hours, no use of a handheld hose without an automatic shutoff nozzle, no operation of fountains unless the water is circulating, no washing or hosing down of hardscape surfaces such as driveways and sidewalks, and no irrigation of outdoor landscapes during and within 48 hours of rainfall. Ventura receives water from Lake Casitas, the Ventura River, and local groundwater basins. It does not currently receive State water through Calleguas.

On October 11, 2021, the City of Simi Valley's City Council unanimously declared a level 2 water shortage stage. Simi Valley was previously at level 1. Under stage 2, Simi Valley residents will have a newly imposed watering schedule of twice a week in the winter and three days a week in the summer.

DISCUSSION

Water conservation and water shortage response procedures fall under Chapter 22, Article IX of the Oxnard City Code, which is titled City of Oxnard Water Conservation and Water Shortage Response Procedures. That portion of the Code lists a permanent prohibition on water waste, which includes:

1. Outdoor irrigation is prohibited during rain.
2. Any use of water that causes runoff to occur beyond the immediate vicinity of use is prohibited. (In other words, no wet pavement is allowed.)
3. The use of running water from a hose, pipe, or faucet to clean buildings, pavement, tile, wood, plastic, driveways, parking lots, and other paved surfaces is prohibited, except for compelling public health and safety reasons. If allowed, a hose with a positive shut-off nozzle must be used.
4. Boats and vehicles may be washed only at commercial wash facilities that recycle their wash water; by use of a bucket and hose equipped with a self-closing valve that requires operator pressure to activate the flow of water; or by mobile high pressure/low volume professional services.
5. Filling and refilling of a swimming pool, with the exception of the first filling and the occasional adding of small quantities of water to maintain proper water level, or for health and safety reasons, is prohibited.
6. All leaks, breaks or malfunction within a plumbing or water distribution system must be repaired within 72 hours of discovery or receipt of notice from the City of such condition, whichever comes first.
7. Service of drinking water at all restaurants, hotels, cafes, cafeterias, coffee shops, fast-food operations, banquet facilities or other public places where food is served or offered for sale, can only be made upon customer request.
8. All food preparation establishments must use water conserving dish wash spray valves when washing dishes.

9. Operators of hotels, motels, and other commercial establishments offering lodgings must post in each room prominent notice encouraging water conservation practices, including the option of not having towels and linen laundered daily.
10. Installation of new or replacement single pass cooling systems in commercial or industrial buildings is prohibited.
11. Installation of new or replacement non re-circulating water systems in commercial conveyor car wash or commercial laundry systems is prohibited.

Additionally, the City Council may declare that water shortage conditions exist, designate the severity of the shortage conditions, and establish mandatory conservation measures. The severity of each water shortage condition is designated in stages, from 1 to 4. Each stage shall correspond to the degree to which the City has or is likely to suffer reduced availability of water supplies, as follows:

Stage	Reduction in Available Supplies
1	Up to 15%
2	15-25%
3	25-35%
4	Greater than 35%

On July 29, 2014, the City Council declared a level 2 water shortage stage and listed mandatory water conservation requirements via Resolution No. 14,682. That resolution was rescinded and replaced on May 5, 2015, by Resolution No. 14,741, which declared the continuance of the level 2 water shortage condition in the City and listed new mandatory water conservation requirements. Resolution No. 14,741 stated that its "water shortage declaration and associated mandatory water conservation requirements shall remain in effect unless otherwise amended or rescinded by further action of the Council." The State of California declared the 2014 drought over and lifted the emergency requirements in 2017, but Oxnard never amended or rescinded Resolution No. 14,741, so the City never lifted the level 2 condition. According to Resolution No. 14,741, with respect to potable water:

1. The watering of lawns, ornamental turf, trees, shrubs, vegetation, landscape and other outside irrigation is prohibited except between 4 p.m. and 9 a.m. during standard time or between 6 p.m. and 9 a.m. during daylight savings time, no more than twice a week. This applies to HOAs. The current watering schedule is the following:
 - Odd-numbered addresses (ending in 1, 3, 5, 7, 9): Sundays and Thursdays ONLY
 - Even-numbered addresses (ending in 0, 2, 4, 6, 8): Saturdays and Wednesdays ONLY
 - The irrigation of park and school ground areas with potable water is only permitted during the designated irrigation periods noted in the irrigation schedule and only if necessary. Sport activity fields may irrigate more frequently, but only as necessary to maintain playing surface quality.
2. Exceptions to allow for irrigation outside of the designated periods include (1) watering of newly installed, drought-tolerant landscapes for up to one year after planting and (2) hand watering of potted plants or stressed vegetation with use of a container (e.g., bucket or watering can) or a hose fitted with a shut-off valve.
3. The application of potable water to landscapes during and within 48 hours after measurable rainfall is prohibited.
4. The irrigation of newly constructed homes and building exteriors with potable water is prohibited unless drip or microspray systems are used.

5. The use of potable water in a fountain or other decorative water feature is prohibited, except where the water is part of a recirculating system.

Additionally, Resolution No. 14,741 says the City must provide prompt notice to customers when information indicates a leak may exist within end-user's control. The City's system generates exception reports and staff review these daily in order to issue work orders to meter reading personnel to verify the readings and check for leaks. If a leak is detected, meter reading personnel will attempt to make contact with the customer while at the property; if no one is home, staff will leave a tag at the door with the findings and a contact number for questions. Resolution No. 14,741 also states the City may not irrigate ornamental turf on public medians with potable water; there is no ornamental turf in City medians.

Oxnard's overall water demand has continued to decline from peak usage from 26,703 acre-feet in fiscal year 2013-14 to 21,847 acre-feet in fiscal year 2019-20. While the City's supply projections account for this year's dry conditions, customers are encouraged to continue conserving as water supplies are still vulnerable due to drought.

Oxnard's Water Conservation Outreach Efforts

The City continues to work to reduce water use and follow the 15% voluntary reduction. Oxnard promotes water conservation through a variety of informational programs and public events. Oxnard offers conservation brochures, activity booklets, public outreach displays, oral presentations, school assemblies, free landscaping classes, and workshops to inform the public of conservation efforts at a variety of different local community events throughout the year. Oxnard raises awareness about water conservation through paid advertising, press releases, social media, and utility bill inserts. Additionally, the Oxnard Water web page (OxnardWater.org) provides up-to-date information related to programs, rebates (bewaterwise.com®), water-saving tips, and announcements about upcoming events.

Most recently, the City implemented a Blue Box Program and a contactless Curbside Water Conservation Kit Program. The Blue Box Program promotes customer connection by providing water staff educational materials and water-saving devices to offer customers whom they may encounter while out in the field. The Curbside Water Conservation Kit Program offers water customers the opportunity to create water conservation kits customized with their choice of water-saving devices such as low flow faucet aerators, showerheads, and hose nozzles. Customers can schedule a pickup time to receive their kits via contactless curbside pickup. During the October 2020 event, 166 kits were distributed containing a total of 2,163 conservation devices. The next Curbside Water Conservation Program is scheduled to take place in October 2021 with 300 kits anticipated to be distributed.

Aquifer Storage and Recovery (ASR)

The Aquifer Storage and Recovery (ASR) project is designed to inject ultra-pure treated recycled water in subterranean wells for a period of six months, after which it will be tested for use in an indirect potable reuse (IPR) program. It is anticipated that the demonstration period will last up to a year before the California Division of Drinking Water approves Oxnard's permit application for IPR. If the ASR well demonstration is successful, this will create an additional sustainable local water source to assist in lessening dependence on imported State water. The ASR well demonstration project began construction in 2021.

Oxnard's Water Supply Planning

The 2020 Urban Water Management Plan and Water Shortage Contingency Plan (available at https://www.oxnard.org/wp-content/uploads/2021/10/Revised-Oxnard-Urban-Water-Management-Plan-Final-Draft_w-Appendices.pdf) details Oxnard's long-term resource planning to ensure that adequate water supplies

are available to meet existing and future water needs as well as how Oxnard will respond to various stages of a drought or a prolonged shortage caused by other events. This plan went to the Public Works and Transportation Committee on September 28, 2021, and is expected to go to the full City Council for adoption on October 19, 2021. This plan is a State requirement and must to be revisited and updated every five years.

Possibly Amending Oxnard's Water Code

As stated earlier in this report, the current City Code designates four water shortage stages:

Stage	Reduction in Available Supplies
1	Up to 15%
2	15-25%
3	25-35%
4	Greater than 35%

However, the Department of Water Resources set six water shortage stages in its UWMP Guidebook. The proposed stages are based on 10% increments. For example, a level 1 water shortage will be declared when water shortage levels are anywhere from 1 to 10%. Similarly, a level 2 water shortage will be declared when water shortage levels continue to decrease anywhere from 11 to 20% of typical conditions. This would mean the water supply is adequate to meet 80% of projected demands. Typical conditions are based on average precipitation data and on historical production and anticipated production data. To summarize, the six stage option provides:

Stage	Reduction in Total Available Water Resource
1	Up to 10%
2	Up to 20%
3	Up to 30%
4	Up to 40%
5	Up to 50%
6	Greater than 50%

Staff recommends returning with an ordinance to Council to amend the City's four water shortage stages to six water shortage stages to be consistent with the approach of the Department of Water Resources. Staff needs the Committee's feedback on this potential ordinance.

The City has developed a variety of shortage response actions to implement during each given shortage stage. These are listed in the 2020 Urban Water Management Plan and Water Shortage Contingency Plan. Depending on the nature of the water shortage, the City can elect to implement one or several response actions to mitigate the shortage and reduce gaps between supply and demand.

Looking to the Future

The City Council may, by resolution, declare that different water shortage conditions (not those consistent with level 2) are present within the City. This process begins with staff conducting an annual water supply assessment to determine if there are supply reductions. Staff also analyze the total supply available for the coming year as compared to the future demand to determine if there is a supply versus demand gap. Staff present this data and our recommendations to the City Council if a shortage is anticipated. The City Council would then determine if a shortage stage should be declared. When Council declares that water shortage conditions exist, the City Council must also designate the severity of the shortage conditions and establish mandatory conservation measures. All mandatory water conservation measures remain in effect until the Council declares that the water shortage conditions have eased so that the shortage responses may be modified or eliminated.

Under the City Code, the City has the discretion to impose penalties on any violation of prohibited water waste activities. Approximately a decade ago, Oxnard imposed civil citations (up to \$500 each) for violations of water regulations. Additionally, the Council could opt to implement drought surcharges. In the last drought cycle, both Golden State Water Company (in Ojai) and California Water Service (in Thousand Oaks/ Westlake Village) imposed drought surcharges. Future consequences could include surcharges up to 50% of the most recent utility bill, installation of a flow-restricting device and the discontinuation of water service. Currently, staff is focusing on the education and outreach approach, but the Council can direct staff to actively go out into the community for enforcement and to issue fines or to return to Council with drought surcharges.

Finally, staff is exploring performing studies for the future use of desalination, water banking, and stormwater capture and treatment. Such projects would require Council authority. We will return to Committee in the future with more specific recommendations.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

There is no direct financial impact in receiving this report.

Prepared by: Omar Castro, Water Division Manager

ATTACHMENTS

1. April 21, 2021 - Governor's Drought Proclamation
2. May 10, 2021 - Governor's Drought Proclamation First Expansion
3. July 8, 2021 - Governor Newsom Calls on Californians to Voluntarily Reduce Water Usage by 15%
4. July 8, 2021 - Governor's Drought Proclamation Second Expansion
5. August 16, 2021 - City of Folsom Announces 20% Water Conservation Requirements
6. August 17, 2021 - Metropolitan Declares Water Supply Alert
7. August 18, 2021 - Calleguas Declares Stage 2 Water Shortage
8. October 7, 2021 - Email from Calleguas GM Tony Goff
9. July 29, 2014 - Oxnard Resolution No. 14,682 Declaring Stage 2 Water Shortage Condition
10. May 5, 2015 - Oxnard Resolution No. 14,741 Declaring Continuance of Stage 2 Water Shortage Condition
11. Drought Condition Update Presentation

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

PROCLAMATION OF A STATE OF EMERGENCY

WHEREAS climate change continues to intensify the impacts of droughts on our communities, environment, and economy, and California is in a second consecutive year of dry conditions, resulting in drought in all parts of the State and extreme or exceptional drought in most of the State; and

WHEREAS the meteorological summer in California and the rest of the western United States was the hottest on record; and

WHEREAS on April 12, 2021, May 10, 2021, and July 8, 2021, I proclaimed states of emergency to exist in the counties of Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Inyo, Kern, Kings, Lake, Lassen, Madera, Mariposa, Marin, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba, due to severe drought conditions; and

WHEREAS since my July 8, 2021 Proclamation, sustained and extreme high temperatures have increased water loss from reservoirs and streams, increased demands by communities and agriculture, and further depleted California's water supplies; and

WHEREAS the counties of Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Francisco, and Ventura are now experiencing severe drought conditions; and

WHEREAS long-term weather forecasts for the winter rainy season, dire storage conditions of California's largest reservoirs, low moisture content in native vegetation, and parched soils, magnify the likelihood that drought impacts will continue in 2022 and beyond; and

WHEREAS the increasing frequency of multiyear droughts presents a significant risk to California's ability to ensure adequate water supplies for communities, agriculture, and fish and wildlife; and

WHEREAS the most impactful action Californians can take to extend available supplies is to re-double their efforts to voluntarily reduce their water use by 15 percent from their 2020 levels by implementing the commonsense measures identified in operative paragraph 1 of my July 8, 2021 Executive Order N-10-21; and

WHEREAS it is necessary to expeditiously mitigate the effects of the drought conditions to ensure the protection of health, safety, and the environment; and

WHEREAS under Government Code Section 8558(b), I find that the conditions caused by the drought, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single local government and require the combined forces of a mutual aid region or regions to appropriately respond; and

WHEREAS under Government Code Section 8625(c), I find that local authority is inadequate to cope with the drought conditions; and

WHEREAS to protect public health and safety, it is critical the State take certain immediate actions without undue delay to prepare for and mitigate the effects of the drought conditions, and under Government Code Section 8571, I find that strict compliance with various statutes and regulations specified in this Proclamation would prevent, hinder, or delay the mitigation of the effects of the drought conditions.

NOW THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Section 8625, **HEREBY PROCLAIM A STATE OF EMERGENCY** to exist in the State due to drought in the remaining counties of Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Francisco, and Ventura, such that the drought state of emergency is now in effect statewide.

IT IS HEREBY ORDERED THAT:

1. All agencies of the state government are to utilize and employ state personnel, equipment, and facilities for the performance of any and all activities consistent with the direction of the Governor's Office of Emergency Services and the State Emergency Plan. Also, to protect their safety, all residents are to obey the direction of emergency officials with regard to this emergency in order to protect their safety.
2. The orders and provisions contained in my April 21, 2021, May 10, 2021, and July 8, 2021 Proclamations remain in full force and effect, except as modified herein. State agencies shall continue to implement all directions from those Proclamations and accelerate implementation where feasible.
3. Operative paragraphs 3, 5, 6, and 10 of my July 8, 2021 Proclamation are withdrawn and replaced with paragraphs 4 through 8 below.
4. Consistent with the policies stated in Water Code Section 1011.5(a), local agencies are encouraged to take actions to coordinate use of their available supplies and to substitute an alternate supply of groundwater from existing groundwater wells for the unused portion of surface water that the local agency is otherwise entitled to use. For actions taken pursuant to this paragraph, the provisions of Chapter 3 (commencing with Section 85225) of Part 3 of Division 35 of the Water Code and regulations adopted pursuant thereto are suspended for any (a) actions taken by state agencies pursuant to this paragraph, (b) actions taken by a local agency where the state agency with primary responsibility for implementing the directive concurs that local action is required, and (c) permits or approvals necessary to carry out actions under (a) or (b). The entities implementing this paragraph shall maintain on their websites a list of all activities or approvals that rely on the suspension of the foregoing Water Code provisions.

5. To support voluntary approaches where hydrology and other conditions allow, the State Water Resources Control Board (Water Board) shall expeditiously consider water transfer requests. For purposes of carrying out this paragraph, the following requirements of the Water Code are suspended:
 - a. Section 1726(d) requirements for written notice and newspaper publication, provided that the Water Board shall post notice on its website and provide notice through electronic subscription services where interested persons can request information about temporary changes; and
 - b. Section 1726(f) requirement of a 30-day comment period, provided that the Water Board shall afford a 15-day comment period.
6. As necessary to assist local governments and for the protection of public health and the environment, state agencies shall enter into contracts to arrange for the procurement of materials, goods, and services necessary to quickly assist with the response to and recovery from the impacts of the drought. Applicable provisions of the Government Code and the Public Contract Code, including but not limited to travel, advertising, and competitive bidding requirements, are suspended to the extent necessary to address the effects of the drought. Approval of the Department of Finance is required prior to the execution of any contract entered into pursuant to this provision.
7. To proactively prevent situations where a community runs out of drinking water, the Water Board, the Department of Water Resources, the Office of Emergency Services, and the Office of Planning and Research shall assist local agencies with identifying acute drinking water shortages in domestic water supplies, and shall work with local agencies in implementing solutions to those water shortages.
8. To preserve the State's surface and groundwater supplies and better prepare for the potential for continued dry conditions next year, local water suppliers are directed to execute their urban Water Shortage Contingency Plans and agricultural Drought Plans at a level appropriate to local conditions that takes into account the possibility of a third consecutive dry year. Suppliers shall ensure that Urban and Agricultural Water Management Plans are up to date and in place.
9. The Water Board may adopt emergency regulations, as it deems necessary, to supplement voluntary conservation by prohibiting certain wasteful water practices. Wasteful water uses include:
 - a. The use of potable water for washing sidewalks, driveways, buildings, structures, patios, parking lots, or other hard-surfaced areas, except in cases where health and safety are at risk.
 - b. The use of potable water that results in flooding or runoff in gutters or streets.

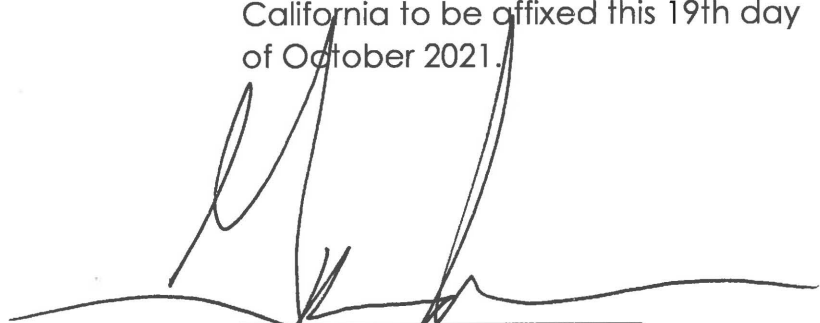
- c. The use of potable water, except with the use of a positive shut-off nozzle, for the individual private washing of motor vehicles.
 - d. The use of water to irrigate turf and ornamental landscapes during and within 48 hours after measurable rainfall of at least one-fourth of one inch of rain.
 - e. The use of potable water for irrigation of ornamental turf on public street medians.
 - f. The use of potable water for street cleaning or construction purposes, unless no other source of water or other method can be used or if necessary, to protect the health and safety of the public.
 - g. The use of potable water for decorative fountains or the filling or topping-off of decorative lakes or ponds, with exceptions for those decorative fountains, lakes, or ponds which utilize recycled water.
10. The California Department of Food and Agriculture, in collaboration with other relevant state agencies, shall evaluate water efficiency measures implemented in California agriculture over the past several years and develop a report with recommendations on how to further increase efficiencies.
11. The Office of Emergency Services shall provide assistance under the authority of the California Disaster Assistance Act, Government Code section 8680 et seq., and California Code of Regulations, title 19, section 2900 et seq., as appropriate to provide for, or in support of, the temporary emergency supply, delivery, or both of drinking water or water for sanitation purposes.
12. For purposes of carrying out or approving any actions contemplated by the directives in operative paragraphs 5, 6, and 9, the environmental review by state agencies required by the California Environmental Quality Act in Public Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division are hereby suspended to the extent necessary to address the impacts of the drought.

For purposes of carrying out the directive in operative paragraph 4 and 7, for any (a) actions taken by the listed state agencies pursuant to that directive, (b) actions taken by a local agency where the Office of Planning and Research concurs that local action is required, and (c) permits necessary to carry out actions under (a) or (b), Public Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division are hereby suspended to the extent necessary to address the impacts of the drought. The entities implementing these directives shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.

This Proclamation is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

I FURTHER DIRECT that as soon as hereafter possible, this Proclamation be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Proclamation.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 19th day of October 2021.



GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, PH.D.
Secretary of State

RESOLUTION 9289

RESOLUTION OF THE BOARD OF DIRECTORS OF THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA RECOGNIZING A STATEWIDE DROUGHT EMERGENCY, DECLARING SPECIFIED EMERGENCY CONDITIONS WITHIN THE METROPOLITAN SERVICE AREA, AND DIRECTING SPECIFIED ACTIONS.

WHEREAS, Severe Drought Conditions Are Impacting Water Supplies Imported from the Colorado River and Northern California.

Metropolitan's two primary sources of imported water, the Colorado River and the State Water Project (SWP), face continuing drought.

Water year 2021 (October 1, 2020 to September 30, 2021) exhibited extreme temperature and lack of precipitation, and it followed water year 2020 that was likewise warm and dry.

Warm temperatures and arid soils depleted the expected runoff water from the Upper Colorado River Basin snowpack and Northern Sierra snowpack into SWP reservoirs.

The two-year sequence of water years 2020 and 2021 (October 1, 2019 through September 30, 2021) was the driest on record in California for statewide precipitation.

The Colorado River is experiencing a prolonged 21-year warming and drying trend.

The United States Bureau of Reclamation announced a first-ever shortage declaration for 2022 for the Colorado River System.

WHEREAS, a State of Emergency Has Been Declared in All California Counties Due to These Severe Drought Conditions.

On October 19, 2021, Governor Gavin Newsom proclaimed that a state of emergency now exists in all California counties due to severe drought conditions.

Governor Newsom's drought proclamation re-doubled a call for all Californians to voluntarily reduce their water use by 15 percent immediately.

The proclamation directed the State Water Resources Control Board to develop regulations prohibiting wasteful water use and the California Department of Water Resources (DWR) to assist local agencies implement solutions to alleviate acute potable water shortages.

The proclamation called on local and regional water agencies to implement the Water Shortage Contingency Plans (WSCP) to conserve water at a level appropriate for local conditions taking into account the possibility of a third consecutive dry year.

WHEREAS, Metropolitan's State Water Project Supplies Are Curtailed.

Storage in Lake Oroville, the largest and principal storage reservoir for the State Water Project (SWP), reached record low levels in August 2021. Storage in many other reservoirs across the state remains well below average.

DWR's SWP Table A Allocation for calendar year 2021 remains at only five percent of contract amounts.

A zero percent initial SWP Allocation is expected for calendar year 2022, and current projections indicate that the final allocation will likely only reach 25 percent under a normal-weather scenario.

Considering these projections, DWR is preparing to deliver the minimum needs contractors may have for

domestic supply, fire protection, and sanitation, while under a zero percent Table A allocation. In preparing for this operation under a severe dry condition for 2022, DWR expects contractors receiving these deliveries to mandate substantial reductions in water use consistent with an emergency circumstance.

WHEREAS, Metropolitan's State Water Project Supplies Are Essential to Meet Metropolitan's Total Member Agency Demands.

Over the past 20 years, the State Water Project provided about 30 percent of the region's water needs.

Diamond Valley Lake, Metropolitan's largest surface water reservoir and source of dry-year and emergency water supplies, has only been replenished with State Water Project supplies since the discovery of Quagga mussels in Colorado River water.

Under a zero percent SWP Allocation, insufficient SWP supplies exist to meet normal potable demands in areas where Metropolitan depends on the SWP to meet its agencies' demands, nor can it serve SWP supplies to other agencies or replenish storage in Diamond Valley Lake.

WHEREAS, Metropolitan, Its Member Agencies, and Others in the Region Have Taken Extraordinary Steps to Reduce Demands and Bolster Supplies.

Metropolitan, in conjunction with its member agencies, counties, cities, and wholesale and retail water suppliers, decreased its potable water demands within its service area by 40 percent, roughly 80 gallons per person per day, since 1990.

Metropolitan invested \$1.5 billion in conservation, local water recycling, and local groundwater recovery since 1990, resulting in the cumulative savings of nearly 7.3 million acre-feet.

Metropolitan invested more than \$3.1 billion in increasing storage capacity with Diamond Valley Lake and conveyance capacity with the Inland Feeder to capture SWP supply when available for later use in dry years.

Local water suppliers and communities have also made multi-billion dollar strategic and forward-looking investments in water conservation (within and outside the MWD service area), water recycling, stormwater capture and reuse, groundwater storage, and other strategies to improve drought resilience.

Water conserved throughout the service area, among other things, helped preserve storage in Metropolitan's diverse storage portfolio during these dry conditions.

Continued action by Southern California residents to conserve water and extend local groundwater and surface water supplies will provide greater resilience if the drought continues in future years.

WHEREAS, Metropolitan and Its Member Agencies Have Taken Specific Actions to Preserve SWP Supplies.

Metropolitan recently invested in its delivery system to reduce dependency on SWP supplies and to improve operational flexibility allowing delivery of water from either of its two imported supply sources to most of the service area.

Metropolitan member agencies invested billions of dollars in investments to maintain existing, produce new and increase the utilization of local supplies and therefore decrease the use of SWP supplies.

Metropolitan member agencies have, where feasible, operated their systems to reduce Metropolitan's dependency on SWP supplies.

WHEREAS, Additional Actions Are Needed to Manage and Preserve SWP Supplies.

Despite the efforts made to date by Metropolitan, member agencies, and others in the region, additional actions are needed to manage and preserve SWP supplies.

As part of their required Urban Water Management Plans, all urban water suppliers and water wholesalers have identified voluntary and mandatory actions in their Water Shortage Contingency Plans (WSCPs) to prepare for and address various water shortage conditions. The Metropolitan Board of Directors believes that member agencies should review such WSCPs and immediately implement mandatory conservation measures to help address the SWP supply shortages.

The Metropolitan Board of Directors further believes that it is necessary and desirable to work closely with member agencies in identifying near-term actions that could be taken to address this regional drought emergency, in general, and the SWP supply shortages, in particular, and to grant the General Manager certain additional powers and authorities to assist in carrying out such actions promptly.

NOW, THEREFORE, BE IT RESOLVED that, pursuant to the express and implied powers and authorities granted under The Metropolitan Water District Act (Statutes 1969, ch.209, as amended), the Board of Directors of The Metropolitan Water District of Southern California **HEREBY RECOGNIZES A STATEWIDE DROUGHT EMERGENCY AND DECLARES THAT SPECIFIED EMERGENCY CONDITIONS EXIST WITHIN THE METROPOLITAN SERVICE AREA**

Per this Declaration, the Board calls on all member agencies to:

- (1) Review the adequacy of their past drought response measures.
- (2) Make all reasonably practicable changes in their operations to reduce their use of SWP supplies.
- (3) Immediately implement such conservation requirements, water-use efficiency measures, and drought-related limitations as are appropriate to reduce the use of SWP supplies, including those SWP supplies already in storage.

BE IT FURTHER RESOLVED that Metropolitan's General Manager is hereby directed to coordinate with the member agencies and bring to the Board for authorization, as appropriate, the following actions:

- (1) Develop an appropriate regional message to communicate the status of the statewide drought emergency and specified emergency conditions within the Metropolitan service area, and the need for continued conservation to the general public, businesses, stakeholders, industries, and public officials.
- (2) Expand regional water use efficiency programs for the duration of this regional drought emergency, provided budget or grant funding is available.
- (3) Identify and implement measures to ensure all portions of the service area attain a high level of reliability against multi-year, severe droughts. Measures include, but are not limited to, system improvements, local water supply development, new water storage opportunities, and water efficiency gains.
- (4) Seek state funding and other resources for the region to accelerate conservation and supply programs.

BE IT FURTHER RESOLVED that notwithstanding anything in Metropolitan's Administrative Code to the contrary:

- (1) The General Manager is hereby delegated authority to take such actions, enter such agreements, and secure such permits and approvals as he deems necessary to address the statewide drought emergency and specified emergency conditions within the Metropolitan service area to carry out the directives listed above, including:
 - a. Agreements with member agencies and/or other public agencies to enhance local water production, recycling, conservation, and storage.
 - b. Agreements with member agencies and/or other public agencies to purchase, transfer or exchange water supplies.
 - c. Contracts to procure equipment, materials, services, and supplies.

- d. Agreements to provide media buying and placement services for a water awareness and conservation advertising campaign.
- (2) The General Manager is hereby designated as the decision-making body with respect to any actions taken, agreements entered, or permits and approvals secured pursuant to the above delegation of authority. In consultation with the General Counsel, the General Manager shall conduct any review and prepare, approve and/or certify any documentation that may be required under the California Environmental Quality Act.
- (3) This delegation of authority is limited to drought-related actions and agreements that individually are less than \$5,000,000 and collectively are less than \$25,000,000.
- (4) For purposes of this delegation of authority, any provisions of Administrative Code requiring prior Board review and approval are hereby waived. However, the General Manager shall report to the Board at its next regularly scheduled meeting the specific details of and justification for any actions taken, agreements entered, or permits and authorizations secured under this delegation of authority.
- (5) Nothing in this delegation of authority shall be construed as waiving any other applicable requirements related to public and non-public works contracts as set forth in the state Public Contracts Code or Metropolitan's Administrative Code.

BE IT FURTHER RESOLVED that the duration of requested actions and the delegation of authority will automatically terminate when the drought state of emergency declared by the Governor has been lifted for all counties within Metropolitan's service area.

BE IT FURTHER RESOLVED that, should drought conditions persist or worsen in the coming months, Metropolitan's Board of Directors will consider declaring a water shortage emergency condition and imposing appropriate regulations, restrictions and penalties pursuant to California Water section 350 et seq., so as to conserve Metropolitan's water supplies for the greatest public benefit with particular regard to domestic use, sanitation, and fire protection.

I HEREBY CERTIFY that the foregoing is a full, true, and correct copy of a resolution adopted by the Board of Directors of The Metropolitan Water District of Southern California at its meeting held November 9, 2021.


Secretary of the Board of Directors
of The Metropolitan Water District
of Southern California

RESOLUTION NO. 2033

RESOLUTION OF THE BOARD OF DIRECTORS
OF CALLEGUAS MUNICIPAL WATER DISTRICT
CALLING FOR IMPLEMENTATION OF WATER CONSERVATION MEASURES TO
REDUCE DEMAND BY 15% TO PRESERVE LIMITED STORAGE RESERVES

WHEREAS, Calleguas Municipal Water District (Calleguas or District) is a public agency and special district organized pursuant to the Municipal Water District Act of 1911, [California Water Code §§71000-73001]; and

WHEREAS, the mission of Calleguas is to provide the service area with a reliable supply of regional and locally developed water in an environmentally and economically responsible manner; and

WHEREAS, Calleguas is reliant upon deliveries of water imported by the Metropolitan Water District of Southern California (Metropolitan) from the California State Water Project (SWP), and is considered a SWP dependent agency within the Metropolitan service area; and

WHEREAS, on October 19, 2021, Governor Gavin Newsom proclaimed that a state of emergency exists in all California counties due to severe drought conditions, called on all local and regional water suppliers to implement Water Shortage Contingency Plans (WSCPs) that are responsive to local conditions considering the possibility of a third consecutive dry year, and re-doubled a call for all Californians to reduce their water use by 15 percent immediately; and

WHEREAS, on November 9, 2021, Metropolitan declared that specified drought emergency conditions exist within its service area and called on all member agencies to immediately implement conservation to reduce the use of SWP supplies; and

WHEREAS, a zero percent initial SWP allocation is expected for calendar year 2022, and current projections indicate that the final allocation will likely only reach 25 percent under a normal-weather scenario; and

WHEREAS, reducing demands in SWP dependent areas by 15 percent affords Metropolitan the level of conservation necessary to manage reserves through a low initial SWP allocation and allows for the 2022 water year hydrology to fully develop prior to the implementation of mandatory conservation; and

WHEREAS, Calleguas recognizes the diversity of its retail purveyors' water resource mix and independent authority to implement appropriate stages of their Water Shortage Contingency Plans consistent with overall goal of achieving a 15 percent demand reduction from year 2020 through voluntary and / or mandatory measures; and

Res. No. 2033

WHEREAS, the Board of Directors of Calleguas has adopted a Water Shortage Contingency Plan in accordance with California law, which is triggered during water shortage conditions and describes staged actions the District may take to manage demand and allocate available supplies; and

WHEREAS, Calleguas Ordinance 12 codifies rules and regulations for water service, including service during times of water shortage; and

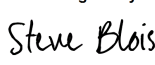
WHEREAS, Calleguas' Water Shortage Contingency Plan has identified the following measures as potential measures for purveyors to achieve reductions in water demands:

- Restrict irrigation hours to evening and early morning hours.
- Prohibit non-essential irrigation (ex., golf courses and parks) and limit water use for essential irrigation.
- Restrict or disallow irrigation entirely.
- Disallow the use of water to fill ornamental lakes, ponds, pools, and fountains.
- Limit or disallow the washing of vehicles.
- Disallow the spraying of outdoor paved surfaces and using potable water for street cleaning.
- Restrict the use of water from fire hydrants for construction purposes.
- Implement a rate structure for charges and penalties for water use restriction violations.

NOW THEREFORE, IT IS HEREBY RESOLVED that the Board of Directors of Calleguas Municipal Water District calls upon those purveyors receiving water from Calleguas to implement appropriate measures to achieve a 15 percent reduction in demands from 2020 to extend SWP storage reserves in order to provide the best possible opportunity to avoid mandatory emergency measures from Calleguas to manage health and safety demands in its service area.

BE IT FURTHER RESOLVED that should drought conditions persist or worsen in the coming months, Calleguas may consider declaring a water shortage emergency condition and imposing appropriate regulations, restrictions, and penalties pursuant to California Water section 350 et. seq. to implement mandatory actions to further preserve water supplies necessary to meet health and safety water demands.

ADOPTED, SIGNED AND APPROVED this seventeenth day of November, 2021.

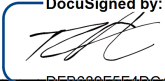
DocuSigned by:

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Steve Blois, President
Board of Directors

Res. No. 2033

I HEREBY CERTIFY that the foregoing Resolution was adopted at the regularly scheduled meeting of the Board of Directors of Calleguas Municipal Water District held on November 17, 2021.

ATTEST:



Raul Avila, Secretary
Board of Directors

(SEAL)

Res. No. 2033

UPDATE TO THE PUBLIC WORKS AND TRANSPORTATION COMMITTEE DROUGHT CONDITION REPORT OF OCTOBER 26, 2021

Public Works and Transportation Committee
December 14, 2021

Megan Schneider
Water Conservation and Outreach Supervisor

That the Public Works and Transportation Committee:

1. Recommend that the City Council approve the City stay in a Stage 2 water shortage condition pursuant to the City Council approved Resolution No. 14,741;
2. Provide feedback on the water conservation outreach, education, and enforcement plan; and
3. Provide feedback on a potential new resolution with the appropriate water shortage stage and conservation measures should a 0% allocation be finalized in Spring 2022.

- October 26, 2021 staff provided a drought condition update to the Public Works and Transportation Committee
- Staff now returns to address questions related to the City's conservation compliance, enforcement and penalties
- Provide update on the latest drought information

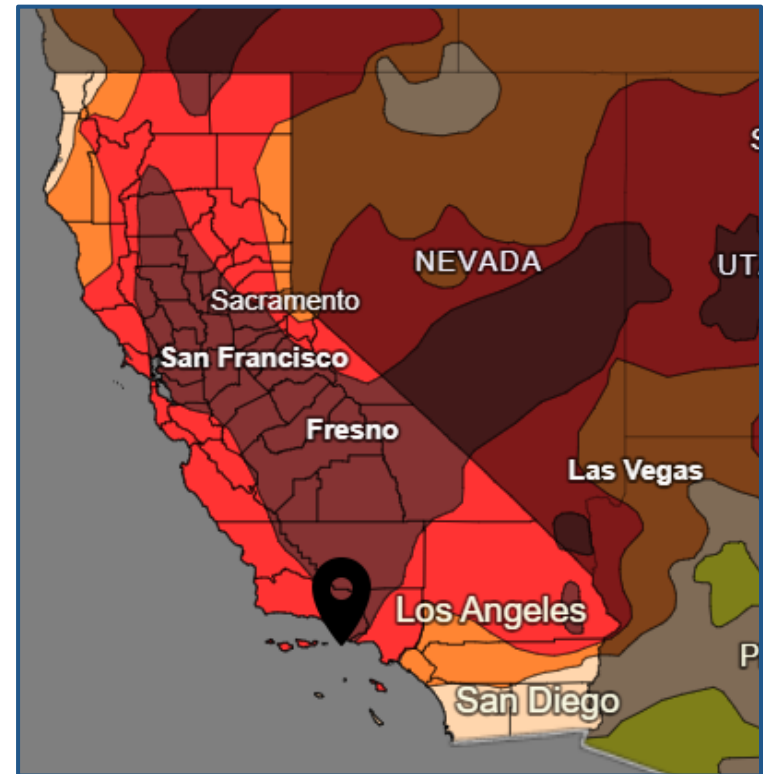


Image from droughtmonitor.unl.edu

- October 19, 2021 - Governor Newsom issued a proclamation expanding the drought emergency statewide
 - Water suppliers to implement water shortage contingency plans (WSCP) that are responsive to their local conditions
- November 9, 2021 - Metropolitan Water District (Met) declared a regional drought emergency calling on member agencies to:
 - Review the adequacy of their past drought measures
 - Make all reasonably practicable changes in their operations to reduce their use of State Water Project (SWP) supplies
 - Immediately implement such conservation requirements, water-use efficiency measures, and drought-related limitations as are appropriate to reduce the use of SWP supplies
- Met is anticipating an initial SWP allocation for 2022 to start as low as 0%

- November 17, 2021 - Calleguas Municipal Water District (CMWD) adopted a resolution calling on all purveyors to reduce water consumption demand by 15% compared to 2020 levels
- CMWD's potential measures for purveyors to enact to achieve reduction include:
 - Restrict irrigation hours to evening and early morning hours
 - Prohibit non-essential irrigation (ex., golf courses and parks) and limit water use for essential irrigation
 - Restrict or disallow irrigation entirely
 - Disallow the use of water to fill ornamental lakes, ponds, pools, and fountains
 - Limit or disallow the washing of vehicles.
 - Disallow the spraying of outdoor paved surfaces and using potable water for street cleaning
 - Restrict the use of water from fire hydrants for construction purposes
 - Implement a rate structure for charges and penalties for water use restriction violations

1st Violation	Courtesy Notice/ Educational Letter 7 day Post Letter Follow-up Phone Call	For a first violation, the city may give written notice of the fact of such violation to the customer by personal service, by delivery through regular United States mail addressed to the customer's residence, or any other means reasonably designed to notify the customer of the violation. The notice contains a description of violation, lists all prohibited water waste, and provides resources such as rebate information. Follow up to see if the customer has received the educational letter. Discuss if the issue has been addressed and offer additional information/resources.
2nd Violation	Letter - Warning of Penalty	Letter may contain a description of the facts of the violation, a statement of the possible penalties for violation and a statement informing the customer of his/her right to request an adjustment or an appeal.
3rd Violation	Penalty	A surcharge may be imposed on the customer in an amount equal to 25 percent of the most recent utility bill (exclusive of the sewer and refuse portion of the bill), or \$25, whichever is greater, payable as part of the utility bill for the location at which the violation occurred.
4th Violation	Penalty	A surcharge may be imposed on the customer in an amount equal to 50 percent of the most recent utility bill (exclusive of the sewer and refuse portion of the bill), or, \$50, whichever is greater, payable as part of the utility bill for the location at which the violation occurred.
Additional Violations	Fine/Admin Cites	Impose such other penalty or fine as deemed appropriate by the City Manager, until such time that the City Manager determines that further violations are not likely to occur.

- Enhanced conservation messaging
 - Stage 2 restrictions emphasized
 - Coordinated regional messaging with CMWD and Met
 - English and Spanish
- Continued reporting of water waste by all Oxnard staff
 - Reported through 311 app or by email, waterconservation@oxnard.org, or by calling the Public Works call center at (805) 385-8136
 - All residents, Homeowners Associations (HOA), commercial establishments, municipal customers, and schools are required to follow the mandatory water conservation measures
- No staff actively patrolling for water waste
- Reports are logged and maintained by water conservation staff within the Water Division

- Historically, the informational and educational approach is well received by the Oxnard community
- During the past 12 months, 11 of 118 water waste reports required an additional follow-up
- Oxnard's overall water demand has declined:
 - From fiscal year 2014 to fiscal year 2020 there has been an average reduction in overall water use of 15%
 - 26,703 acre-feet in FY 2013-14
 - 21,847 acre-feet in FY 2019-20
- Staff recommends the Phase 1 education and enforcement process and remaining at Stage 2 Water Shortage Condition

- Staff recommends moving into Phase 2 of the outreach, education, and enforcement plan should a 0% SWP allocation be finalized in Spring 2022
- Staff will bring back a new resolution with the appropriate water shortage stage and conservation measures
 - Water use for public health and safety only
 - No outdoor watering
- Messaging will be strengthened while following in line with CMWD and Met's outreach and education plan
- Water Conservation Ambassadors will be established to actively patrol for water waste violations

- Per City Code Sec. 22-136. all repairs shall be completed within 72 hours after discovery or notice
- Option to enact a 48 hour window for leak completion as a restriction under a declared drought shortage, Sec 22-154
- With Resolution No. 14,741, City Council did not elect to use the 48 hour window requirement for repairs of leaks
- Staff recommends that the City stay within the 72 hour leak repair window
 - Allows property owners time to obtain assistance of a professional and/or additional funding



- The City will be at the forefront of water stewardship:
 - Advanced meter infrastructure (AMI) installation project
 - Beginning early 2022
 - Additional tool to help residents manage water use/leak detection
 - Partnership between Parks and the Water Division
 - Staff will be performing water irrigation surveys to address irrigation leaks and aging infrastructure
 - Anticipates hiring contractors to assist with repairs, funding will be required
 - Water Truck Pilot Program
 - Utilizing water trucks to irrigate parkways and medians where irrigation systems are failing and inefficient
 - Data collected on efficiency

- Under Resolution No. 15,069 customers can request a one time credit adjustment over the lifetime of their account
- Should the PWTC recommend staff develop a different allowance process for billing adjustments related to water leaks, staff will come back with a recommendation
- Staff does not recommend making any adjustments to the current process that could promote owners unwillingness to permanently address water waste issues during this critical drought time

There is no direct financial impact in receiving this report.

That the Public Works and Transportation Committee:

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3. Provide feedback on a potential new resolution with the appropriate water shortage stage and conservation measures should a 0% allocation be finalized in Spring 2022.



QUESTIONS