

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.



AMENDED AGENDA
K.1 Consent - 12/21 Minutes Revised
M.1 Public Hearing – Revised, & N.3 Report - Added
AGENDA

OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Council Chambers, 305 West Third Street

January 18, 2022

Closed Session - 4:30 PM

Appointment Item - 5:00 PM

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: 825 3182 4623**
- 3. Passcode: 787514**

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 City 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.

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)

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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 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. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION (4:30 PM)

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS – (Government Code section 54956.8)

Property: Lot known as the Del Norte Vacant Property at the northwest corner of Del Norte Boulevard and Fifth Street in Oxnard, CA 93030 (APNs 216-0-160-225; 216-0-160-465; 216-0-160-475)

Agency Negotiator: Michael L. Wolfe, P.E., Public Works Director

Negotiating Party: Colony Energy Partners

Under Negotiation: Price and terms of payment

Legislative Body: City Council

D. APPOINTMENT ITEMS (5:00 PM)

1. City Attorney Department

SUBJECT: Brown Act Training. (25/25/10)

RECOMMENDATION: That the City Council receive an update and training on the Brown Act.

Legislative Body: City Council

Contact: Stephen Fischer, (805) 385-7483

E. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

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. After 30 minutes, if all speakers have not 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.

G. 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.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

2. City Manager Department

SUBJECT: List of City Manager Approved Contracts - Informational Only (0/5/5)

RECOMMENDATION: That the City Council receive and file the list of City Manager approved contracts for the period July 1, 2021 through December 31, 2021.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

H. 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.

I. 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.

J. 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.

K. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the revised meeting minutes for the December 7, 2021 and the December 21, 2021 regular meeting as presented.

Legislative Body: City Council

Contact: Rose Chaparro, (805) 385-7805

2. Police Department

SUBJECT: Resolution Commending Raymund Mosones for over Twenty-Six Years of Service to

the City of Oxnard.

RECOMMENDATION: That the City Council adopt a resolution commending Raymund Mosones for over Twenty-Six Years of Service to the City of Oxnard Police Department.

Legislative Body: City Council

Contact: Jason Benites, (805) 385-7624

3. Police Department

SUBJECT: Resolution Commending Brian Bishop for Thirty-One Years of Exemplary Service to the City of Oxnard.

RECOMMENDATION: That the City Council adopt a resolution commending Brian Bishop for thirty-one years of outstanding service to the City of Oxnard Police Department.

Legislative Body: City Council

Contact: Jason Benites, (805) 385-7624

4. Police Department

SUBJECT: Resolution Commending Brett Smith for over Twenty-Eight Years of Outstanding Service to the City of Oxnard.

RECOMMENDATION: That the City Council adopt a resolution commending Brett Smith for over twenty-eight years of outstanding service to the City of Oxnard Police Department.

Legislative Body: City Council

Contact: Jason Benites, (805) 385-7624

5. Fire Department

SUBJECT: Mutual Aid Response with California Office of Emergency Services.

RECOMMENDATION: That the City Council adopt a resolution approving the side letters with the International Association of Firefighters (IAFF), the Oxnard Mid-Managers Association (OMMA), and the Oxnard Public Safety Managers Association (OPSMA) concerning Mutual Aid Response with California Office of Emergency Service (CalOES).

(Community Services, Public Safety, Housing & Development Committee approved 3-0.)

Legislative Body: City Council

Contact: Alexander Hamilton, (805) 385-7700

6. Fire Department

SUBJECT: Ratify submission of application for 2021 Emergency Management Performance Grant (EMPG). (In-kind match of \$36,393 required.)

RECOMMENDATION: That the Oxnard City Council adopt a resolution:

1. That ratifies the submission of a grant application to the Ventura County Office of Emergency Services for the 2021 Emergency Management Performance Grant (EMPG) in the amount of \$36,393 for the purpose of offsetting the salary and benefits of the Emergency Services Manager, and the required salary match of \$36,393;
2. That authorizes the City Manager or designee to execute the grant agreement if funds are awarded to the City;
3. That authorizes the Chief Financial Officer or designee to submit financial reports and grant claims, approve budget appropriations for the use of grant funds and perform all other required financial actions; and
4. That authorizes the Fire Chief or designee to submit non-financial reports.

Legislative Body: City Council

Contact: Alexander Hamilton, (805) 385-7700

7. City Manager Department

SUBJECT: Seventh Annual Recognized Obligation Payment Schedule 2022-2023.

RECOMMENDATION: That the Community Development Commission Successor Agency adopt a Resolution approving the Seventh Annual Recognized Obligation Payment Schedule (ROPS) 22-23 covering the period of July 1, 2022 - June 30, 2023.

(The Finance and Governance Committee approved 3-0)

Legislative Body: City Council

Contact: Ashley Golden, (805) 385-7478

8. City Manager Department

SUBJECT: Enterprise Resource Planning (ERP) Annual Report and Second Amendment to Kreative Core Technologies Corp Contract for ERP Project Management Services.

RECOMMENDATION: That City Council:

a. Receive the Enterprise Resource Planning (ERP) system annual report; and

b. Approve and authorize the Mayor to execute a Second Amendment to the Professional Services Agreement with Kreative Core Technologies Corp (9431-21-FN) in the amount of \$700,000 for a new not to exceed contract amount of \$900,000 and to extend the term from September 30, 2022, to February 1, 2023, for Project Management Services related to the Core Financials and Human Capital Management phases (HCM) of the City's multi-year ERP implementation.

(Finance and Governance Committee approved 3-0)

Legislative Body: City Council

Contact: Shiri Klima, (805) 385-7487

9. Fire Department

SUBJECT: Appropriation of Wildland Fire Reimbursement Revenue.

RECOMMENDATION: That the City Council amend the FY 2021-22 Budget to recognize an additional \$695,615 of General Fund revenue from wildland fire reimbursement and appropriate \$370,128 to the Fire Department to restore the Department's original training budget; to improve and expand training related to mutual aid response; and to acquire equipment and supplies.

(Community Services, Public Safety, Housing & Development Committee approved 3-0.)

Legislative Body: City Council

Contact: Alexander Hamilton, (805) 385-7700

10. Public Works Department

SUBJECT: Agreements for On-Call Professional Hydrogeological Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the following on-call professional hydrogeological agreements:

1. Agreement A-8406 with Groundwater Solutions, Inc. dba GSI Water Solutions, Inc. in the amount not to exceed \$250,000 for a three-year term;

2. Agreement A-8407 with ENGEO, Inc. in the amount not to exceed \$250,000 for a three-year term; and

3. Agreement A-8408 with Hopkins Groundwater Consultants, Inc. in the amount not to exceed

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\$250,000 for a three-year term.

(Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

L. APPOINTMENT ITEMS

1. City Manager Department

SUBJECT: Federal and State Legislative Update and Approval of Second Amendments to Federal and State Lobbyists Contracts. (20/15/15)

RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute a Second Amendment with HROD, Inc., John R. O'Donnel (A-8049) for federal lobbyist services;
2. Approve and authorize the Mayor to execute a Second Amendment with Michael J. Arnold and Associates, Inc. (A-8050) for State lobbyist services; and
3. Receive and file a report on the City's legislative activity in 2021.

(Presentation will be live upon consultant's request.)

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

M. PUBLIC HEARINGS

1. Community Development Department

SUBJECT: A request approval of a General Plan Amendment to change the 2030 General Plan land use designation of a 7.61-acre site located along the south side of Fifth Street at the intersection of Portofino Place (south of the Oxnard Airport) (APNs: 185-0-221-025, 185-0-221-265, and 185-0-223-015) from Business Research Park (BRP) to Residential Medium (RM) (PZ 20-620-02), a Zone Change from Business Research Park to Multiple-Family (R-2) (PZ 20-570-02), and a Tentative Subdivision Map (Tract No. 6064) for condominium purposes (PZ 20-300-02) to allow for the construction of 90, two-story condominium dwelling units and associated site improvements; adoption of an Addendum to the previously adopted Mitigated Negative Declaration; and approval of an Affordable Housing Agreement. (0/10/10)

RECOMMENDATION: That the City Council:

1. Conduct a public hearing; and
2. Adopt a resolution adopting an Addendum to the previously adopted Mitigated Negative Declaration (MND) 2004-11; and
3. Adopt a resolution approving Planning and Zoning Permit No. 20-620-02 (General Plan Amendment) to change the land use designation of the project site from Business Research Park (BRP) to Residential Medium (RM), and
4. Introduce an Ordinance for first reading (by title only, waiving further reading), approving Planning and Zoning Permit No. 20-570-02 (Zone Change) to change the zoning of the project site from Business Research Park to Multiple-Family (R-2), and

5. Adopt a resolution approving Planning and Zoning Permit No. 20-300-02 (Tentative Subdivision Map for Tract No. 6064), subject to certain findings and conditions, and

6. Approve an Affordable Housing Agreement.

(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/daAoe1o_Ffo

Legislative Body: City Council

Contact: Vyto Adomaitis, (805) 385-7882

N. REPORTS

1. Public Works Department

SUBJECT: City of Oxnard Tree Program Review. (10/10/10)

RECOMMENDATION: That the City Council receive and file the City of Oxnard Tree Program Review conducted by Dudek.

(Public Works and Transportation Committee approved 3-0.)

(Presentation will be live upon consultant's request.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

2. Public Works Department

SUBJECT: First Amendment to Agreement A-8294 with Brown and Caldwell for Primary Clarifiers and Activated Sludge Basins Improvement Project PW 21-17. (0/5/5)

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a First Amendment to Agreement A-8294 with Brown and Caldwell in the amount of \$330,069 for a new not to exceed contract amount of \$1,173,413 for additional design work required for the Primary Clarifiers & Activated Sludge Improvements Project PW 21-17 (Project No. 186607).

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

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

<https://youtu.be/kD97xthtjl4>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

3. Fire Department

SUBJECT: Purchase Order for South Coast Fire Equipment for Three Fire Engines \$2,603,358.21. (0/10/5)

RECOMMENDATION: That the City Council approve and authorize:

1. The Mayor to execute a Purchase Order for South Coast Emergency Fire Equipment in the amount of \$2,603,358.21 for the purchase of three (3) Pierce Fire Engines and
2. A budget appropriation recognizing and appropriating \$53,359 from the Lease Purchase Equipment Fund (313).

(This item did not originate in Committee.)

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

<https://youtu.be/GQnIrJaVUjQ>

Legislative Body: City Council

Contact: Alexander Hamilton, (805) 385-7700

O. ADJOURNMENT



CITY COUNCIL AGENDA REPORT

APPOINTMENT ITEMS (5:00 PM) AGENDA ITEM NO. D.1

DATE: January 18, 2022

TO: City Council

FROM: Stephen Fischer, City Attorney, (805) 385-7483, stephen.fischer@oxnard.org

SUBJECT: Brown Act Training. (25/25/10)

RECOMMENDATION

That the City Council receive an update and training on the Brown Act.

BACKGROUND

The City Attorney's Office will provide a summary overview of the key provisions of the Ralph M. Brown Act with a focus on recent Brown Act amendments, and respond directly to Council questions in an interactive fashion. Accordingly, there is no pre-recorded staff presentation on this item.

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: Paul Early, Assistant City Attorney

ATTACHMENTS

1. Brown Act Revisted

BROWN ACT REVISITED CITY COUNCIL

Office of the City Attorney
City of Oxnard
2021

Brown Act Intent

“All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.”

California Government Code Section 54953(a)

Brown Act Bodies

- ▣ City Council
 - Including newly elected members who have not yet assumed office.
- ▣ Boards, Commissions or other advisory bodies created by the City Council
- ▣ Standing Subcommittees of the City Council

- ▣ But NOT
 - Temporary Committees for a single purpose (ad hoc)
 - Bodies advising a single person

Meetings

Any gathering of a majority (4) of the members of the Council to:

- Hear;
 - Discuss;
 - Deliberate; or
 - Take Action on any item that is within the subject matter jurisdiction of the City Council.
-
- EXCEPT
 - Distribution of memorandums from staff, legal opinions from counsel, conferences that are open to the public and deal with issues of general concern, attendance at another open and noticed Brown Act meeting, or purely social or ceremonial occasions.

Serial Communications PROHIBITED

A serial meeting is typically a series of communications (face to face, telephone, email, text, social media), each of which involves less than a quorum of the Council, but as a whole, involves a majority of the body's members.

Daisy Chain:

Anthony communicates with Belinda

Belinda communicates with Carlos & Dorothy

Or

Hub & Spoke:

Anthony communicates individually and separately with Belinda, Carlos and Dorothy

Social Media

- ▣ AB992 Effective Jan. 1, 2021 – Jan. 1 2026
 - Prohibits communications even between only two Councilmembers on social media platforms.
 - Applies to any social media platform that is open and accessible to the public. Including, but not limited to, Facebook, Instagram, Twitter, Snapchat, internet chat rooms, blogs etc.
 - Councilmembers may NOT respond directly to any communication on an internet based social media platform regarding a matter within their subject matter jurisdiction that is made, posted, or shared by any other Councilmember.
 - ▣ Includes Likes, comments, thumbs up, emojis or any other symbols.

Agenda

- Must be posted 72 hours in advance for regular meeting and 24 hours in advance for a special meeting.
- Must contain enough detail to give the public a reasonable idea of what will be discussed and/or acted upon.
- Provide date, time and location for the meeting and for any document inspection.
- May add an item if:
 - Majority declare an emergency situation
 - 2/3rd vote that there is a need to hear item now and issue came to the attention of the agency after the agenda was posted

Public Comment

- ▣ Public Comment on any agenda item, before or during the consideration of the item AND on any item within the City Council jurisdiction.
- ▣ Fair and reasonable time limits may be established.
- ▣ Additional time should be provided when translation necessary.
- ▣ Public comment is not debate.

Virtual Meetings

- ▣ AB361 effective October 1, 2021.
- ▣ City may hold virtual (teleconference) meetings during a proclaimed state of emergency where state or local officials have imposed or recommended measures to promote social distancing.
- ▣ Members of the public must be allowed to address the Council in real-time during the meeting.
- ▣ In the event of a technical disruption, the Council cannot take any further action on the agenda until the issue is resolved.
- ▣ To continue with virtual meetings, the City must reconsider the circumstances of the emergency every 30 days and determine that either the state of emergency continues to directly impact the ability of the members to meet safely in person; or, state or local officials continue to impose or recommend measures to promote social distancing.

Closed Sessions

- ▣ Exemptions from the open meeting requirement but must still properly notice, agendize and allow for public comment.
 - Litigation
 - Real estate negotiations
 - Public Employment
 - Labor Negotiations
 - Public Security

Closed Session meetings are confidential and may not be disclosed.



CITY COUNCIL AGENDA REPORT
REPORT OF CITY MANAGER/EXECUTIVE
DIRECTOR/SECRETARY
AGENDA ITEM NO. G.2

DATE: January 18, 2022
TO: City Council
FROM: Alexander Nguyen, City Manager, (805) 385-7430, alexander.nguyen@oxnard.org
SUBJECT: List of City Manager Approved Contracts - Informational Only (0/5/5)

RECOMMENDATION

That the City Council receive and file the list of City Manager approved contracts for the period July 1, 2021 through December 31, 2021.

BACKGROUND

On June 12, 2018, the City Council approved Ordinance No. 2943 changing the City's Purchasing Procedures. Ordinance No. 2943 increased the threshold for City agreements/contracts, change orders/amendments and purchase orders allowing the City Manager to award and execute any procurement contract or purchase order up to \$200,000 annually. Additionally, the City Manager may execute any amendment that, collectively with the original purchase order or contract and all amendments thereto, does not exceed \$200,000 annually. The attached list of contracts, purchase orders and amendments meet the criteria of amounts of being between \$101,000 to \$200,000 annually (including all prior amendments) for the period between July 1, 2021 through December 31, 2021.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Luly Lopez, Executive Assistant I

ATTACHMENTS

1. City Manager Contract Log July 1, 2021 through December 31, 2021.xlsx - Sheet1

City Manager Contract List - July 1, 2021 through December 31, 2021
Contracts from \$101,000 to \$200,000 Annually

	Date	Vendor	Purpose	Value of Item Signed	Total Value
1	7/1/2021	US Metro Group, Inc. (9300-21-PW)	Agreement for trade services for janitorial services for City parks' restrooms	\$130,000.00	\$130,000.00
2	7/8/2021	Garcia's Landscape Maintenance, Inc. (9299-21-PW)	Agreement for on-call landscape irrigation systems repairs and maintenance in special districts	\$200,000.00	\$200,000.00
3	7/8/2021	Government Jobs.com, Inc. (dba NeoGov) (9295-21-HR)	Agreement for learning and onboarding training software	\$192,587.00	\$192,587.00
4	7/8/2021	Oilfield Electric and Motor (9298-21-PW)	Professional services agreement for on-call lighting and electrical repair services in special districts	\$200,000.00	\$200,000.00
5	7/8/2021	Fairbanks Scales Inc. (8955-20-PW)	Professional services agreement for on-call repair and preventative maintenance services of weight scales at Del Norte Recycling and Transfer Station	\$75,000.00	\$175,000.00
6	7/8/2021	Mariposa Landscapes, Inc. (A-8339)	Purchase order pursuant to Council-approved professional services agreement for weekly lawn mowing for Parks Region p	\$143,628.00	\$475,000.00
7	7/14/2021	Mariposa Landscapes, Inc. (A-8340)	Purchase order pursuant to Council-approved professional services agreement for weekly lawn mowing for Parks Region 2	\$129,876.00	\$430,000.00
8	7/14/2021	Mariposa Landscapes, Inc. (A-8342)	Purchase order pursuant to Council-approved professional services agreement for weekly lawn mowing for Parks Region 4	\$167,256.00	\$550,000.00
9	7/22/2021	Brown and Caldwell (9137-21-PW)	First amendment to agreement for design and documentation of total organic carbon analyzers for AWWPF	\$115,792.00	\$199,942.00
10	7/22/2021	101 Roofing & Construction (9262-21-PW)	Public works contract for Colonia Gymnasium roof replacement project	\$179,297.16	\$179,297.16
11	7/22/2021	County of Ventura (9308-21-FI)	Grant award to City of Oxnard Fire Department & GIS to test local wastewater for COVID-19	\$93,527.00	\$93,527.00
12	7/22/2021	DRAGG, Inc. (9196-21-PO)	Professional services agreement for direct services related CALVIP Grant (e.g., youth mentoring and automotive education)	\$120,000.00	\$120,000.00
13	7/26/2021	US Metro Group (9300-21-PW)	First amendment to daily janitorial services agreement; adding Riverpark CFD	\$25,000.00	\$155,000.00
14	7/26/2021	Waisman Construction, Inc. (9326-21-PW)	Public works contract for the City Council Chambers asbestos abatement and ceiling improvement project	\$128,500.00	\$128,500.00
15	7/26/2021	Huitt-Zollars, Incorporated (8790-19-PW)	First amendment to professional services agreement to design Oxnard Blvd. bicycle facilities installation project; add \$4,987 and extend end date through November 5, 2024	\$4,987.00	\$199,963.00
16	8/3/2021	Insight Public Sector, Inc.	License and maintenance purchase order for Cisco SMARTnet (IT firewall and switch equipment)	\$164,711.00	\$164,711.00
17	8/5/2021	Compuwave	Purchase of computer workstations for Bluebeam software, part of Tyler ERP implementation	\$117,971.27	\$117,971.27
18	8/19/2021	Econolite Systems, Inc. (9315-21-PW)	Trade services agreement for traffic signal maintenance	\$200,000.00	\$200,000.00
19	8/25/2021	Corus360	Purchase order for CrowdStrike Falcon Security Software	\$145,977.00	\$145,977.00
20	8/26/2021	Office Depot	Purchase order to increase funds for office supplies	\$100,000.00	\$200,000.00
21	9/1/2021	Quinn Company	Purchase order for Multi Quip WhisperWatt backup generator for Waste Water	\$153,506.09	\$153,506.09
22	9/1/2021	Bartle Wells Associates (9332-21 PW)	Professional services agreement for development Infrastructure Use Fee Study	\$120,000.00	\$120,000.00
23	9/10/2021	Software One, Inc.	Purchase order for Microsoft licenses to support the New World 911 System	\$121,688.00	\$121,688.00
24	9/10/2021	Interwest Consulting Group, Inc. (A-8170)	Task order (pursuant to prior City Council contract approval) for traffic signal timing and coordination plans and system upgrades	\$111,807.50	\$111,807.50
25	9/28/2021	Tri County Office Furniture	Purchase order for office furniture	\$39,403.97	\$200,000.00
26	9/29/2021	Zumar Industries, Inc.	Purchase order for as needed street and way finding signs	\$200,000.00	\$200,000.00
27	9/29/2021	EHS International, Inc. (9429-21-PW)	Professional service agreement for Wastewater Division's safety training	\$150,000.00	\$150,000.00
28	10/8/2021	Quinn Company	Purchase order for P265 Paving Machine	\$167,933.78	\$167,933.78
29	10/11/2021	Tomar Construction, Inc. (9433-21-PW)	Public works contract for the City Attorney's Office Tenant Improvement Project Specification No. PW 21-102	\$161,201.00	\$161,201.00
30	10/13/2021	AllStar Fire Equipment Inc.	Purchase order for turnouts	\$158,542.64	\$158,542.64
31	10/13/2021	Granite Construction, Inc. (A-8351)	Task order pursuant to Council-approved on-call public works contract for residential street resurfacing (phase I)	\$4,566,768.17	\$12,000,000.00
32	10/13/2021	McKesson Medical-Surgical, Inc.	First amendment to purchase order for PPE equipment and COVID-19 rapid testing	\$100,000.00	\$200,000.00
33	10/20/2021	Toro Enterprises, Inc. (A-8131)	Task order for rebuilding concrete deck around Central Park fountain	\$121,240.00	\$4,500,000.00
34	10/20/2021	ASR Systems, LLC (9064-20-PW)	First amendment to increase value and add ASR operating modes and SCADA details to the scope of services	\$48,626.00	\$192,337.00
35	10/20/2021	Prime Point Contracting, Inc. (9426-21-PW)	Public works contract for the demolition of Lift Station 28 Project PW21-57	\$136,784.70	\$136,784.70
36	10/20/2021	Twining, Inc. (8256-18-PW)	Task order pursuant to Council-approved on-call professional services agreement for soils/materials testing and inspection	\$151,200.00	\$600,000.00
37	10/28/2021	Monjares and Wismeyer Group, Inc. DBA Return to Work Partners (8820-19-HR)	Second Amendment for professional services for ADA Reasonable accommodation for City of Oxnard employees	\$60,000.00	\$120,000.00
38	11/4/2021	National Auto Fleet Group	Purchase order for eight command vehicle chassis; ratified by Council on January 4, 2022	\$419,673.90	\$419,673.90
39	11/4/2021	Hawk Pros Bird Control, LLC (9432-21-PW)	Trade services agreement for falconry services at Del Norte Recycling and Transfer Station	\$150,000.00	\$150,000.00
40	11/8/2021	Vertical Elevator Solutions, Inc. (A-8231)	First amendment to trade services agreement for elevator preventative maintenance and on-call repair services	\$100,000.00	\$200,000.00

41	11/10/2021	Prime Point Contracting, Inc. (9426-21-PW)	Purchase order pursuant to public works contract for the demolition of Lift Station 28 Project PW21-57	\$136,784.70	\$136,784.70
42	11/10/2021	PCS Mobile	Purchase order for Panasonic Toughbook and FZ55 services	\$198,480.89	\$198,480.89
43	11/18/2021	Downstream Services, Inc.	Trade services agreement for on-call closed circuit television and condition assessment of City Wastewater Collection System	\$200,000.00	\$200,000.00
44	11/19/2021	SBS Corporation (A-8314)	Change order to Civic Annex Third Floor Tenant Improvement Project for unanticipated ceiling work	\$157,242.69	\$157,242.00
45	11/19/2020	Kreative Core Technologies, Inc. (9431-21-FN)	First Amendment to Professional Services Agreement for ERP project management	\$179,000.00	\$200,000.00
46	11/22/2021	Insight Public Sector, Inc.	Purchase order for cyber security infrastructure	\$35,774.02	\$200,000.00
47	12/2/2021	Casamar Group, LLC (8795-19-PW)	Task order for project management of public works projectslabor compliance on public works projects	\$103,548.00	\$750,000.00
48	12/7/2021	MNS (A-8159)	Task order for lift station improvements	\$111,270.00	\$111,270.00
49	12/7/2021	NVB Equipment (9483-21-PW)	Agreement for trade services for fire supression preventative maintenance	\$200,000.00	\$200,000.00
50	12/8/2021	Leighton Consulting, Inc. (A-8079)	Amendment to task order for soils and compaction testing on La Colonia Neighborhood Water Cast Iron Pipe Replacement Project	\$147,427.50	\$600,000.00
51	12/20/2021	Home Depot	Purchase order for smoke/carbon monoxide detectors	\$131,263.88	\$131,263.88
52	12/8/2021	F. Morton Pitt	Purchase order for public safety uniforms and uniform repairs	\$100,000.00	\$200,000.00
53	12/28/2021	South Coast Emergency Vehicle	Purchase order increase for emergency vehicle repairs	\$100,000.00	\$200,000.00
54	12/28/2021	L.N. Curtis and Sons	Purchase order increase for fire safety and emergency supplies	\$102,000.00	\$199,000.00
55	12/28/2021	Fastenal Company	Purchase order increase for maintenance and hardware supplies	\$100,000.00	\$200,000.00
56	12/29/2021	Western Baler & Conveyor, Inc. (9294-21-PW)	First amendment to trade services agreement for materials for transfer station repair	\$24,177.71	\$120,000.00
57	12/29/2021	Granite Construction, Inc. (A-8352)	Task order for alley reconstruction at various locations	\$1,825,092.31	\$10,000,000.00
58	12/29/2021	Granite Construction, Inc. (A-8351)	Amendment to task order for tree grates and storm drains	\$4,645,601.84	\$12,000,000.00



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

DATE: January 18, 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 revised meeting minutes for the December 7, 2021 and the December 21, 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 07 2021 CC Regular Meeting
2. MINUTES 12 21 2021 CC Regular Meeting

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. 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.

Jose Coyotl, Associate Planner; 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. The Appellant (Seena Max Samimi and Stanley Rothbart) made a presentation and the Applicant (Vanessa Hernandez and Michael Chernis) made a presentation.

Public comments were received from Nancy Lindholm, Marissa Roman, Ariella Dragonberg, Bobby Martinez, Jesse Ramos, Andrew Salinas, Ofer Rosenzweig, Eileen [unknown last name], Christina Zbko, Laura McAvoy, and Beverly Gutierrez.

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 recused himself and 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

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
December 21, 2021

A. ROLL CALL, POSTING OF AGENDA

At 5:02 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, Oscar Madrigal, Bert E. Perello; and Gabriel (Gabe) Teran were present via videoconference. Mayor Zaragoza was present in person.

Housing Authority Commissioner Jose Andrade and Commissioner Francisco Vega joined the meeting at 6:00 p.m., via videoconference.

Staff members present in person were Alexander Nguyen, City Manager; Stephen M. Fischer, City Attorney; and Rose Chaparro, City Clerk.

Staff members Ashley Golden, Assistant City Manager; Shiri Klima, Deputy City Manager; Jason Benites, Police Chief; Denise Shadinger, Assistant Chief of Police; Eric Sonstegard, Assistant Chief of Police; John Colamarino, Assistant Fire Chief; Michael Wolfe, Public Works Director; Steve Howlett, Assistant Public Works Director; Badaoui Mouderrès, Technical Services & Water Quality Manager; Jan Hauser, Wastewater Division Manager; Emilio Ramirez, Housing Director; Isidro Figueroa, Principal Planner; Jennifer Hiraoka, Sr. Manager of Internal Controls & Acting Controller; and Eden Alomeri, Revenue & Licensing Director & Assistant City Treasurer participated via videoconference.

Megan Quinn, Consultant with Harris and Associates 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 (5:00 PM)

1. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1))
Name of case: John Curtis Newman, III v. City of Oxnard; et al.
United States District Court, Central District, Case No. 2:20-cv-03173-ODW-JC
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.
Legislative Body: City Council
3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS – (Government Code section 54956.8)
Properties: 3139 South J Street, Oxnard (APN 205-0-041-115)

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)

December 21, 2021

PAGE 2

Agency Negotiator: Ashley Golden, Assistant City Manager

Negotiating Party: Emilio Ramirez, Housing Director, Oxnard Housing Authority

Under Negotiation: Price and terms of payment/transfer

Legislative Body: City Council

At 5:08 p.m., the City Council recessed to a closed session. At 6:03 p.m., the City Council reconvened in open session in the Council Chambers. The City Attorney announced that there were no reportable actions out of closed session.

D. OPENING CEREMONIES (6:00 PM)

The flag salute was followed by a moment of silence.

E. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA (None received.)

F. 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.

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

G. CITY COUNCIL REPORTS

Mayor Pro Tem MacDonald selected Pronto Brake and Muffler as his recommendation for a local business. He also reported that he has received complaints from residents that the 311 application is not functional.

Councilmember Lopez selected Tune Ups Plus as her recommendation for a local business. She thanked the Parks and Recreation Department staff for all the holiday events. She wished everyone a happy holiday season and very happy New Year.

Councilmember Teran selected La Mexicana Bakery as his recommendation for a local business. He thanked residents for their support and welcoming him back to the Council. He announced that anyone that may be experiencing mental health or substance abuse disorders can contact the Ventura County Access Line (844) 385-9200, these services are available at no cost. The Suicide Prevention Line is available at (800) 273-8255 and online at suicidepreventionline.org. He wished everyone a happy holiday season and a very happy New Year.

Councilmember Basua selected Xielo Artisan Desserts as her recommendation for a local business. She thanked the City staff that attended the South Oxnard Aquatic Center meeting at College Park. She thanked the participants for their hard work and involvement during this process. Wished everyone a Merry Christmas.

Councilmember Madrigal selected Xielo Artisan Desserts as his recommendation for a local family

owned business. He thanked the Parks and Recreation Department staff for organizing all the events held during the holiday season, such as Santa and the tree lighting events. He attended the South Oxnard Aquatic Center meeting. He thanked everyone that organized and participated in the events and the many organizations that made donation of food, toys, and gifts for the children throughout the City.

Councilmember Perello selected Masa Hair as his recommendation for a local business. He thanked Councilmember Teran for providing the mental health services information. He reported attending the Airport Noise meeting. He attended the holiday food and toy drive event at the Harbor. He also thanked the many organizations that donated food, toys, money, and other generous donations for the residents throughout the City of Oxnard. He thanked Terrel Harrison, Cultural & Community Services Director and his staff, for organizing the many events throughout the City during this holiday season. He also thanked Anderson Paak for performing a concert at Oxnard College Park and helping the community.

Mayor Zaragoza selected to recommend El Concilio Family Services as his local business. He attended the Oxnard Christmas Potluck at Rose Park with Councilmember Madrigal. He attended a fundraiser held to renovate the baseball fields at Channel Islands High School for the school's baseball program. He thanked the project's contractor, Rob Casillas, for his generous donations for this project. He wished the residents, Council members, Committee members, and staff a happy holiday season. He also thanked all the residents of Oxnard for supporting and voting yes on Measure E. There are many improvements being done throughout the City and it is making a positive change.

H. REVIEW OF INFORMATION/CONSENT AGENDA

Items J-1 through J-17 were discussed among the Council and staff.

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

J. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the October 19, 2021 and November 16, 2021 regular meetings as presented.

2. Police Department

SUBJECT: Resolution #15,520 Commending Diana Burns for 38 Years of Service to the City of Oxnard.

RECOMMENDATION: That the City Council adopt **Resolution #15,520** commending Diana Burns for 38 Years of Service to the City of Oxnard. (This item did not originate in Committee.)

3. Community Development Department

SUBJECT: Adoption of Ordinance No. 3006 - Planning & Zoning (PZ) Permit No. 21-580-05 Bed and Breakfast Parking Regulations (Zone Text Amendment).

RECOMMENDATION: That the City Council adopt Ordinance No. 3006 amending 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.

(On July 27, 2021, the Community Services, Public Safety and Housing and Development Committee received a summary report and referred the item to the Planning Commission. On October 21, 2021, the Planning Commission conducted a public hearing.)

4. Billing and Licensing Department

SUBJECT: Ratification of the First Amendment to Agreement with Paymentus, Inc. for Credit Card Services.

RECOMMENDATION: That the City Council ratify the first amendment to Agreement 9046-20-CT with Paymentus, Inc. to add the function of credit card merchant processor in the scope of services to be performed by Paymentus, Inc.

(The Finance and Governance Committee approved 2-0 on November 23, 2021.)

5. Public Works Department

SUBJECT: Agreement A-8403 to GSE Construction Company, Inc. for the Total Organic Carbon Analyzer Project (Rebid), Specification No. PW 21-15R.

RECOMMENDATION: That the City Council approve and authorize the following for a total of \$285,240 in Project funds for the Total Organic Carbon (TOC) Analyzer Project (Rebid), Specification No. PW 21-15R (Project No. 216505):

1. The Mayor to execute Agreement A-8403 with GSE Construction Company, Inc. in the amount of \$237,700 for the Project;
2. A Project contingency amount of \$23,770;
3. A Project allocation of \$23,770 for engineering, inspection, survey and project management; and
4. A budget appropriation in the amount of \$95,087 from the available fund balance in the Water Operating Fund (601) for the Project.

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

6. Fire Department

SUBJECT: Formal Adoption of 2021 City of Oxnard Emergency Operations Plan (EOP) Update.

RECOMMENDATION: That the City Council adopt **Resolution #15,521** adopting the 2021 Emergency Operations Plan (EOP) Update and authorize the Mayor to sign the Letter of Promulgation.

(The Community Services, Public Safety, and Housing & Development Committee approved 3-0 on November 23, 2021.)

7. Fire Department

SUBJECT: Ratification to submit seven (7) grant applications to Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) for \$1,999,836 for the purpose of purchasing an Aerial Apparatus (Ladder Truck), Medical Squad, Tactical Emergency Medical Services (TEMS) Training, Wildland Gear, Extractors, Battery Operated Extrication Equipment, and Thermal Imaging Cameras. (Matching requirement of up to \$180,819.)

RECOMMENDATION: That the City Council adopt **Resolution #15,522**:

1. That ratifies the submission of seven (7) grant applications to the Federal Emergency Management (FEMA) Assistance to Firefighters Grant (AFG) for \$1,999,836, including a 10% local match for the purpose of purchasing an aerial apparatus, medic squad, extractors, battery-operated extrication equipment, thermal imaging cameras, wildland gear and Tactical Emergency Medical Services (TEMS) training;
 2. That authorizes the City Manager or designee to execute the grant agreements if grant funds are awarded to the City;
 3. That authorizes the Chief Financial Officer or designee to submit financial reports and grant claims for the use of match and grant funds and perform all other required financial actions; and
 4. That authorizes the Fire Chief or designee to submit non-financial reports.
- (The Community Services, Public Safety, and Housing & Development Committee approved 3-0 on November 23, 2021.)

8. Public Works Department

SUBJECT: Agreement A-8377 with U.S. Metro Group, Inc. to Provide Custodial Services for Citywide Park Restrooms.

RECOMMENDATION: That the City Council approve and authorize the:

1. Mayor to execute Agreement A-8377 with U.S. Metro Group, Inc. for a term of one (1) year and the option to extend for two (2) consecutive periods of one (1) year each, not to surpass January 31, 2025, and for a total contract not-to-exceed amount of \$1,800,000, for custodial services for citywide park restrooms; and
2. Purchasing Agent to execute amendments to Agreement A-8377 for a total term of three (3) years with a possible ultimate termination date of January 31, 2025 and a total not-to-exceed amount of \$1,800,000. (Public Works and Transportation Committee approved 3-0 on November 23, 2021.)

9. Public Works Department

SUBJECT: Second Amendment to County of Ventura and Ventura County Watershed Protection District Agreement A-8295 - Harbor Beaches of Ventura County Bacteria TMDL Special Studies and Compliance Actions.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Second Amendment to Agreement A-8295 with the County of Ventura and the Ventura County Watershed Protection District in the amount of \$71,288.54 for a new not to exceed contract amount of \$232,958.54 and to extend the term to December 31, 2022, for the City of Oxnard's share of Harbor Beaches of Ventura County Total Maximum Daily Load special studies and compliance actions. (Public Works and Transportation Committee approved 3-0 on November 23, 2021.)

10. Public Works Department

SUBJECT: Agreement A-8381 with Woodard & Curran, Inc., for the Utility Master Plan Update Project PW 21-83.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Agreement A-8381 with Woodard & Curran, Inc., in the amount of \$899,239 for a term of two years for the Utility Master Plan Update Project, Specification No. PW 21-83. (Public Works and Transportation Committee approved 3-0 on November 23, 2021.)

11. Public Works Department

SUBJECT: Agreements for On-Call Professional Engineering Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the following on-call professional engineering agreements:

1. Agreement A-8384 with Twining, Inc. in the amount not to exceed \$750,000 for a three-year term;
2. Agreement A-8385 with Earth Systems Pacific in the amount not to exceed \$500,000 for a three-year term;
3. Agreement A-8386 with Construction Testing and Engineering, Inc. in the amount not to exceed \$500,000 for a three-year term;
4. Agreement A-8387 with Black, O'Dowd, and Associates, Inc. in the amount not to exceed \$1,000,000 for a three-year term;
5. Agreement A-8389 with Roesling Nakamura Terada Architects, Inc. in the amount not to exceed \$1,000,000 for a three-year term;
6. Agreement A-8390 with SVA Architects, Inc. in the amount not to exceed \$1,000,000 for a three-year term.
7. Agreement A-8396 with LSY Enterprise Inc. in the amount not to exceed \$1,000,000 for a three-year term; and
8. Agreement A-8397 with TJKM Transportation Consultants in the amount not to exceed \$1,000,000 for a three-year term.

(Public Works and Transportation Committee approved 3-0 on November 23, 2021.)

12. Public Works Department

SUBJECT: Second Amendment to Agreement A-8221 with Big Truck Rental, LLC for Short-Term Rental of additional Compressed Natural Gas (CNG) Residential Refuse Collection Vehicles for the Environmental Resources Division.

RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute a Second Amendment to Rental Agreement A-8221 with Big Truck Rental, LLC in the amount of \$464,000 for a new total not to exceed \$1,707,200 for a term of six months for the short-term rental of eight additional compressed natural gas (CNG) residential refuse collection vehicles; and
2. Approve a budget appropriation in the amount of \$464,000 from the available fund balance in the Solid Waste Operating Fund (631).

(Public Works and Transportation Committee approved 3-0 on November 23, 2021.)

13. Finance Department

SUBJECT: Second Amendment to Agreement A-8012 with NHA Advisors for financial advisory services, disclosure compliance, and CDIAC reporting services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Second Amendment to Professional Services Agreement No. A-8012 with NHA Advisors for a five-year extension in the amount of \$100,000 per year (\$500,000 total for the amendment or, including the prior amount, \$800,000 total contract).

(The Finance and Governance Committee approved 2-0 on November 23, 2021.)

14. Fire Department

SUBJECT: Resolution Commending Roy Peacock for 37 Years of Exemplary Service to the City of Oxnard.

December 21, 2021

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RECOMMENDATION: That the City Council adopt **Resolution #15,523** commending Roy Peacock for 37 years of exemplary service to the City of Oxnard Fire Department.
(This item did not originate in Committee.)

15. Finance Department

SUBJECT: Fiscal Year 2020-21 Annual Report on Development Impact Fees (AB1600).

RECOMMENDATION: That the City Council receive and file the annual development impact fee report (AB1600) for the fiscal year ended June 30, 2021.

16. City Manager Department

SUBJECT: First Amendment with Vasquez & Company LLP for On-Call Internal Auditing Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a First Amendment to the Professional Services Agreement with Vasquez & Company, LLP (9051-20-CM) in the amount of \$75,000 for a not to exceed contract amount of \$100,000 and to extend the term 3 more years until December 31, 2024, for On-Call Internal Auditing Services.

(The Finance and Governance Committee approved 2-0 on November 23, 2021.)

17. Public Works Department

SUBJECT: Resolution #15,524 Commending Reyes Covarrubias for 20 Years of Services to the City of Oxnard.

RECOMMENDATION: That the City Council adopt a resolution commending Reyes Covarrubias for 20 Years of Services to the City of Oxnard. (This item did not originate in Committee.)

Councilmember Teran noted a correction needed to consent item J.13, that the Finance and Governance Committee approved by a 2-0 vote, on November 23, 2021. This correction will be made to the meeting agenda and the meeting minutes.

Consent Items J.1, J.2 and J.4 – J.17

It was moved by Councilmember Lopez, seconded by Councilmember Perello, to approve the Information/Consent items as presented with the revision as noted. VOTE: MacDonald, Perello, Basua, Madrigal, Zaragoza, Teran, and Lopez voted in favor; motion passed 7-0.

Consent Item J.3

It was moved by Councilmember Lopez, seconded by Councilmember Perello, to approve the Information/Consent item as presented. VOTE: Perello Basua, Madrigal, Zaragoza, Teran, and Lopez voted in favor, MacDonald voted against, motion passed 6-0-1. Mayor Pro Tem MacDonald abstained due to owning property near the project location for item J.3.

K. PUBLIC HEARINGS – (Public hearing agenda item was continued.)

1. Housing Department

SUBJECT: Amendment to the Housing Authority Annual Agency Plan and Housing Choice Voucher Program Administrative Plan. (0/10/10)

RECOMMENDATION: That the Board of Commissioners:

1. Conduct a public hearing to receive comments concerning recommended amendments to the 2021 Annual Agency Plan and the Housing Choice Voucher Administrative Plan;
2. Adopt the attached Resolution approving the amended 2021 Annual Agency Plan and the Housing Choice Voucher Administrative Plan; and
3. Authorize the Oxnard Housing Authority to submit the amended 2021 Annual Agency Plan and the Housing Choice Voucher Administrative Plan to the United States Department of Housing and Urban Development. (This item did not originate in Committee.)

Council made a motion to continue this public hearing to the January 18, 2022 Council meeting.

It was moved by Councilmember Perello, seconded by Councilmember Lopez, to approve the recommended action. VOTE: Lopez, Basua, Teran, Zaragoza, MacDonald, Perello, Madrigal and Housing Commissioner Andrade voted in favor; motion passed 8-0. Commissioner Vega was not available to vote due to technical issues.

L. REPORTS

1. Finance Department

SUBJECT: Proposed City Council Policy for Internal Control Integrated Framework - Monitoring Activities. (0/10/10)

RECOMMENDATION: That the City Council adopt a resolution adopting the Policy for Monitoring Activities of Internal Controls to define the City Council's internal control activities as they relate to monitoring activities of internal controls.

(The Finance and Governance Committee approved 2-0 on November 23, 2021.)

(Presentation will be live upon consultant's request.)

Jennifer Hiraoka, Senior Manager of Internal Controls & Acting Controller, presented and answered questions. No public comments were received. Discussion ensued among the Council and staff.

Councilmember Teran noted a correction needed to the agenda for this report, that the Finance and Governance Committee approved by a 2-0 vote, on November 23, 2021. This correction will be made to the meeting agenda and the meeting minutes.

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

2. Public Works Department

SUBJECT: Agreement A-8404 to Toro Enterprises, Inc. for the Water Cast Iron Pipe Replacement Project at Various Locations and Storm Drainage Improvement Project at Hueneme Road, Specification No. PW 21-98. (0/5/5)

RECOMMENDATION: That the City Council approve and authorize the following for a total of \$3,643,818 in Project funds for the Water Cast Iron Pipe Replacement Project at Various Locations

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and Storm Drainage Improvement Project at Hueneme Road, Specification No. PW 21-98 (Project Nos. 206506, 216502 & 215707):

1. The Mayor to execute Agreement A-8404 with Toro Enterprises, Inc. in the amount of \$3,036,516 for the Project;
2. A Project contingency amount of \$303,651 for the Project; and
3. A Project allocation of \$303,651 for engineering, inspection, survey and project management for the Project.

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

Michael Wolfe, Public Works Director introduced Tatiana Arnaout, Senior Civil Engineer who 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 Teran, to approve the recommended action as presented. VOTE: Teran, Basua, Zaragoza, Lopez, MacDonald, Madrigal, and Perello voted in favor; motion passed 7-0.

3. Police Department

SUBJECT: Report on Police Department's Automated License Plate Reader (ALPR) Program. (0/5/5)

RECOMMENDATION: That the City Council receive and file a report on the Police Department's Automated License Plate Reader (ALPR) Program.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on November 23, 2021.)

Denise Shadinger, Assistant Chief of Police, 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.

M. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 7:13 p.m.

ROSE CHAPARRO

City Clerk

JOHN C. ZARAGOZA

Mayor



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

DATE: January 18, 2022

TO: City Council

FROM: Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org

SUBJECT: Resolution Commending Raymund Mosones for over Twenty-Six Years of Service to the City of Oxnard.

RECOMMENDATION

That the City Council adopt a resolution commending Raymund Mosones for over Twenty-Six Years of Service to the City of Oxnard Police Department.

BACKGROUND

On December 31, 2021, Officer Raymund Mosones retired after over twenty-six years of outstanding service to the City of Oxnard as a member of the Oxnard Police Department. Officer Mosones began his law enforcement career with the City of Oxnard on January 9, 1995, after he graduated from the Ventura County Criminal Justice Center Police Academy, where his passion for public service was ignited.

Throughout his career, Officer Mosones held a wide variety of assignments within the Police Department, including Patrol, Bicycle Patrol Team, Youth Services Officer, Interim Director of the Oxnard Police Activities League, Special Enforcement Unit/Special Weapons and Tactics Surveillance Team, Field Training Officer, Defensive Driver/Driver Awareness and Tactical Decision Making Under Stress Instructor, and Neighborhood Policing Team.

Officer Mosones had a passion for working with Oxnard's youth. Officer Mosones taught Gang Resistance Training at Kamala and Sierra Linda Elementary and coached football at Channel Islands High School and Santa Clara High School. Officer Mosones also received the California Park and Recreation Society District 8 Community Service Award.

We extend our best wishes to Officer Mosones on his retirement.

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: Luly Lopez, Executive Assistant I

ATTACHMENTS

1. Raymund Mosones Resolution

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
COMMENDING RAYMUND MOSONES FOR OVER TWENTY-SIX YEARS OF
OUTSTANDING SERVICE TO THE CITY OF OXNARD

WHEREAS, Raymund Mosones has given over 26 years of outstanding service to the City of Oxnard as a member of the Oxnard Police Department.

WHEREAS, Raymund Mosones began his law enforcement career with the City of Oxnard on January 9, 1995, after he graduated from the Ventura County Criminal Justice Center (police academy) where his passion for public service was ignited.

WHEREAS, throughout his career, Officer Mosones held a wide variety of assignments within the Police Department including Patrol, Bicycle Patrol Team, Youth Services Officer (Frank, Fremont and Haydock Intermediate Schools, Nueva Vista Alternative (OUSD), Bernice Curren, Cesar Chavez, Driffield, Emilie Ritchie, Norman Brekke, Ramona, Rose Avenue, and Sierra Linda Elementary Schools (1999-2001), Interim Director of the Oxnard Police Activities League (2000-2001), Special Enforcement Unit/Special Weapons and Tactics (2001-2013) member of the Surveillance Team, Field Training Officer and Neighborhood Policing Team Riverpark/Collection Business District. Officer Mosones was also a Defensive Driver/Driver Awareness and Tactical Decision Making Under Stress (TDMUS) Instructor.

WHEREAS, Officer Mosones has been a champion for the youth in Oxnard (Interim PAL Director, during which the PAL Haunted House was created (1999). Also received the California Park and Recreation Society District 8 (City of Oxnard Recreation and Community Service Department) Community Service Award (2001). Taught the "Gang Resistance Education and Training Program" (G.R.E.A.T.) (Kamala Elementary and Sierra Linda Elementary), Pedaling Against Youth Violence (P.A.Y.V.) and coached football at Channel Islands High School and Santa Clara High School. Member of the Ventura County Police Football, Oxnard Police "Blue" Basketball and Oxnard Police Surf Teams.

WHEREAS, Officer Mosones was raised in Oxnard. Officer Mosones' positive interactions have earned the respect of his fellow Officers, City employees and the community. He has developed countless friendships and partnerships within our City.

NOW, THEREFORE, the City Council of the City of Oxnard resolves: to commend, recognize, and extend its gratitude to Officer Raymund Mosones for over 26 years of dedicated service to the City of Oxnard. We extend our best wishes for a fun and fulfilling retirement with family and friends.

PASSED AND ADOPTED THIS 18th day of January, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

John C. Zaragoza, Mayor

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



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

DATE: January 18, 2022

TO: City Council

FROM: Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org

SUBJECT: Resolution Commending Brian Bishop for Thirty-One Years of Exemplary Service to the City of Oxnard.

RECOMMENDATION

That the City Council adopt a resolution commending Brian Bishop for thirty-one years of outstanding service to the City of Oxnard Police Department.

BACKGROUND

On December 17, 2021, Officer Brian Bishop retired after thirty-one years of outstanding service to the City of Oxnard as a member of the Oxnard Police Department. Officer Bishop began his law enforcement career in 1990 when he worked as a traffic cadet for the City of Oxnard and developed his passion for public service and public safety. He worked for three years as a cadet until he was hired to be a Public Safety Dispatcher. He served in this role until 1996, when he was accepted into the academy as a Police Officer Trainee.

Throughout his career, Officer Bishop held a wide variety of assignments, including Patrol Officer, Field Training Officer, Bike Patrol, Range Safety Officer, Range Master, School Resource Officer, Graffiti Investigator, and Peer Support team member within the Oxnard Police Department.

Officer Bishop earned a gold medal for tennis in the Nevada Police and Fire games while representing the Oxnard Police Department. As a Public Safety Dispatcher, Officer Bishop was twice awarded for outstanding performance by the California Public Safety Radio Association.

We extend our best wishes to Officer Bishop on his retirement.

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: Michael Thomas, Nellie Estrada, Administrative Assistant

ATTACHMENTS

1. Brian Bishop Resolution

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
COMMENDING BRIAN BISHOP FOR THIRTY-ONE YEARS OF OUTSTANDING
SERVICE TO THE CITY OF OXNARD

WHEREAS, Brian Bishop has given thirty-one years of outstanding service to the City of Oxnard as a member of the Oxnard Police Department.

WHEREAS, Brian Bishop began his law enforcement career in 1990 when he worked as a traffic cadet for the City of Oxnard and developed his passion for public service and public safety. He worked for three years as a cadet until he was hired to be a Public Safety Dispatcher in 1993. He served in this role until 1996 when he was accepted into the academy as a Police Officer Trainee; and

WHEREAS, throughout his career as a police officer, Officer Bishop held a wide variety of assignments within the Police Department including Patrol Officer, Field Training Officer, Bike Patrol, Range Safety Officer, Range Master, School Resource Officer, Graffiti Investigator, and Peer Support team member; and

WHEREAS, Officer Bishop has been a champion and role model for youth in Oxnard. During his time as a cadet he would spend off-duty hours playing sports with at-risk youth in the community. As a dispatcher, Officer Bishop served as the Red E. Fox 9-1-1. As a police officer, Officer Bishop was a founding Tac Officer at the Cops 'n' Jocks Youth Academy. He also coached youth basketball for the Police Activities League, coached varsity tennis at Hueneme High School and Pacifica High School, refereed basketball throughout the county, and volunteered for other youth sports programs in the city. As a School Resource Officer he acted in school plays and mentored students at his assigned schools at the K-12 levels. As a Parent Project instructor Officer Bishop impacted the lives of parents and youth in our school community; and

WHEREAS, Officer Bishop earned a gold medal for tennis in the Nevada Police and Fire games while representing the Oxnard Police Department. As a Public Safety Dispatcher, Officer Bishop was twice awarded for outstanding performance by the California Public Safety Radio Association; and

WHEREAS, Officer Bishop developed and cultivated personal and professional relationships within the City of Oxnard and surrounding communities which strengthened the role and reputation of the Oxnard Police Department as a leader in public safety in our nation;

NOW, THEREFORE, the City Council of the City of Oxnard resolves: to commend, recognize, and extend its gratitude to Officer Brian Bishop for his thirty-one years in law enforcement and dedicated service to the City of Oxnard. We extend our best wishes for a fun and fulfilling retirement with family and friends.

PASSED AND ADOPTED THIS 18th day of January, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

John C. Zaragoza, Mayor

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



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

DATE: January 18, 2022

TO: City Council

FROM: Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org

SUBJECT: Resolution Commending Brett Smith for over Twenty-Eight Years of Outstanding Service to the City of Oxnard.

RECOMMENDATION

That the City Council adopt a resolution commending Brett Smith for over twenty-eight years of outstanding service to the City of Oxnard Police Department.

BACKGROUND

On December 12, 2021, Sergeant Brett Smith retired after over 28 years of outstanding service to the City of Oxnard as a member of the Oxnard Police Department. Sergeant Smith began his law enforcement career in 1993, after graduating from the Allan Hancock Police Academy. On July 19, 1993, Sergeant Smith was hired by the Oxnard Police Department. He served the community of Oxnard honorably and with distinction as he advanced to Sergeant in 2004.

Throughout his career, Sergeant Smith held a wide variety of assignments, including Field Training Officer, Special Enforcement Unit/ SWAT Team, Oxnard Violent Crimes Task Force, Patrol Sergeant, K-9 Unit Sergeant, Acting Patrol Watch Commander, and Violent Crimes Unit Sergeant with the Oxnard Police Department.

Sergeant Smith received numerous awards and commendations, including an Oxnard City Council Commendation, the Westinghouse Outstanding Service Award for Professionalism and Bravery, a Commander's Award of Recognition, and he was a two-time winner of the Chief's Award of Excellence in 2014 and 2020 in recognition for his dedication to the residents of Oxnard and the development of "The Oxnard Way" Leadership Program at the Police Department.

We extend our best wishes to Sergeant Smith on his retirement.

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: Michael Thomas, Nellie Estrada, Administrative Assistant

ATTACHMENTS

1. Brett Smith Resolution

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
COMMENDING BRETT SMITH FOR OVER 28 YEARS OF OUTSTANDING SERVICE
TO THE CITY OF OXNARD

WHEREAS, Brett Smith has given over 28 years of outstanding service to the City of Oxnard as a member of the Oxnard Police Department.

WHEREAS, Brett Smith began his law enforcement career in 1993 when he graduated from the Allan Hancock Police Academy. On July 19, 1993, Brett Smith was hired by the Oxnard Police Department. Brett Smith has served the community of Oxnard honorably and with distinction in his advancement to Sergeant in 2004; and

WHEREAS, throughout his career, Sergeant Smith held a wide variety of assignments within the Police Department including Field Training Officer, Special Enforcement Unit/ SWAT Team, Oxnard Violent Crimes Task Force, Patrol Sergeant, Sergeant in charge of the K-9 Unit, Acting Patrol Watch Commander, and Violent Crimes Unit Sergeant; and

WHEREAS, Sergeant Smith's contributions to the Police Department are many. Sergeant Smith was a pre-academy instructor, academy mentor and Field Training Program Sergeant. Sergeant Smith served as a Mobile Field Force Instructor, Pepperball Instructor, and was a long standing force behind the Baker to Vegas relay race effort as well as a longtime member of the Honor Guard; and

WHEREAS, Sergeant Smith has been a champion for leadership within the Police Department. Sergeant Smith attended the 9 month long intensive Sherman Block Leadership Institute and became a course facilitator. In 2014, Sergeant Smith led the effort and introduced an adaptive leadership program at the Police Department. In 2019, this leadership program evolved into "The Oxnard Way", which is still taught to Department personnel today; and

WHEREAS, over the course of his career, Sergeant Smith has received numerous awards and commendations including: an Oxnard City Council Commendation, the Westinghouse Outstanding Service Award for Professionalism and Bravery, Commander's Award of Recognition and two-time winner of the Chief's Award of Excellence in 2014 and 2020 in recognition for his dedication to the residents of Oxnard and the development of "The Oxnard Way" Leadership Program at the Police Department; and

WHEREAS, Sergeant Smith was born in Santa Barbara and raised in Camarillo. Through Sergeant Smith's positive interactions, he has earned the respect of his fellow Officers, City employees and the community. He has developed countless friendships and partnerships within our City.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to commend, recognize, and extend its gratitude to Sergeant Brett Smith for his over 28 years of dedicated service to the City of Oxnard. We extend our best wishes for a fun and fulfilling retirement with family and friends.

PASSED AND ADOPTED THIS 18th day of January, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



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

DATE: January 18, 2022

TO: City Council

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

SUBJECT: Mutual Aid Response with California Office of Emergency Services.

RECOMMENDATION

That the City Council adopt a resolution approving the side letters with the International Association of Firefighters (IAFF), the Oxnard Mid-Managers Association (OMMA), and the Oxnard Public Safety Managers Association (OPSMA) concerning Mutual Aid Response with California Office of Emergency Service (CalOES). (Community Services, Public Safety, Housing & Development Committee approved 3-0.)

BACKGROUND

California Office of Emergency Services (CalOES) requires local agencies to have a resolution or contract provision to authorize reimbursement.

The City of Oxnard Fire Department routinely responds to requests for assistance regarding incidents outside the jurisdiction of the City of Oxnard. These incidents and requests for Mutual Aid typically occur from May through November but can occur at other times depending on emergency activity throughout the state. For incidents that are under the California Fire Assistance Agreement (CFAA), these requests for resources to respond may be thought of as an "Assistance for Hire" agreement administered by CalOES.

For such incidents, all costs may be reimbursed from the time of dispatch to the incident to time of return to the jurisdiction (portal to portal) for such resources under the "Assistance for Hire" agreement. These portal-to-portal costs include identified personnel costs, equipment use, equipment repair or replacement and allowable administrative costs as authorized by the agreement.

DISCUSSION

Prior City Resolutions and current MOU's have contained language regarding mutual aid support and the conditions under which that mutual aid support is paid. Recently, CalOES has reviewed the language of these documents and has determined that they no longer meet their criteria for the City to be eligible for repayment of personnel who are deployed on a mutual aid assignment. Specifically, the prior resolutions and MOU contracts contain language which states the City will only pay employees portal to portal at the overtime rate of pay if the City receives reimbursement from the paying agency, in this instance CalOES, at the same rate. Effectively, the City's language was intended to make clear that the overtime assignment would not continue for the employee if the City was not held financially harmless.

CalOES requires that if the City is going to pay portal to portal, meaning that the employee is paid from the moment they step out their door en route to a mutual aid assignment and that pay continues until they step back through their home door, at the overtime rate of pay, which is required by law for firefighters, then the City Council must adopt a Resolution stating this. CalOES has made it clear that the language stating that portal to portal is contingent on payment being received by CalOES is not allowed. The Resolution and side letters presented in this agenda comply with this

requirement and, if approved, will allow the City to continue to send personnel in support of mutual aid requests.

The staff has analyzed the concern regarding repayment and deleting that piece of language from our resolution and relevant MOU's. In our opinion, there is little to no risk of the state not paying for mutual aid. This analysis is based on a historical review where the City has always received reimbursement for the cost of staff time when deployed on these assignments. Also, if, for some reason, in the future, the City doesn't receive appropriate reimbursement, the City can always opt out of sending personnel on any mutual aid assignment.

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

The Community Services, Public Safety, Housing & Development Committee approved 3-0 on December 28, 2021 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Steve Naveau, Human Resources Director, Alexander Hamilton, Fire Chief

ATTACHMENTS

1. IAFF Mutual Aid Side letter 11.23.21
2. OMMA Side Letter
3. OPSMA Side Letter
4. Resolution Mutual Aid (1)

**Side Letter of Agreement
Between The City of Oxnard
and IAFF**

November 23, 2021

MUTUAL AID ASSIGNMENTS

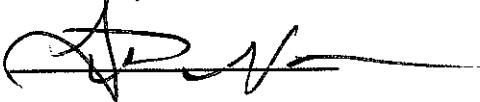
The following language updates the current IAFF MOU dated September 2018 through June 2022. Only the language below is to be modified by this side letter, all other terms remain unchanged.

Represented employees, with approval of the Fire Chief, when assigned to, in support of, or pre-positioned for, any mutual aid incident, will be compensated portal to portal at one and one half time their regular base rate of pay for hours worked outside of their regular work hours.

Classifications approved to respond to mutual requests are as follows:

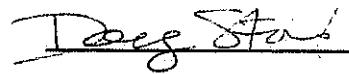
Firefighter
Fire Inspector/Investigator
Fire Engineer
Fire Captain

For the City



Steve Naveau
HR Director

For IAFF



Doug Stuart
President, IAFF

**Side Letter of Agreement
Between The City of Oxnard
and OMMA**

November 23, 2021

MUTUAL AID ASSIGNMENTS

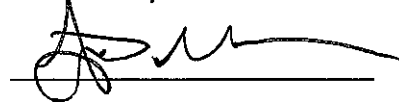
The following language updates the current OMMA MOU dated October 1, 2019 through June 30, 2022. Only the language below is to be modified by this side letter, all other terms remain unchanged.

Represented employees, with approval of their Department Head and the Fire Chief, when assigned to, in support of, or pre-positioned for, any mutual aid incident, will be compensated portal to portal at one and one half time their regular base rate of pay for hours worked outside of their regular work hours.

Classifications approved to respond to mutual requests are as follows:

Management Analyst
Emergency Medical Services Coordinator
Emergency Services Manager

For the City



Steve Naveau
HR Director

For OMMA



Roger Brooks
President, OMMA

**Side Letter of Agreement
Between The City of Oxnard
and OPSMA**

December 13, 2021

MUTUAL AID ASSIGNMENTS

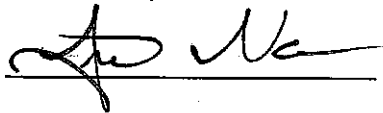
The following language updates the current OPSMA MOU dated July 2018 through June 2021. Only the language below is to be modified by this side letter, all other terms remain unchanged.

Represented employees, with approval of the Fire Chief, when assigned to, in support of, or pre-positioned for, any mutual aid incident, will be compensated portal to portal at one and one half time their regular base rate of pay for hours worked outside of their regular work hours.

Classifications approved to respond to mutual requests are as follows:

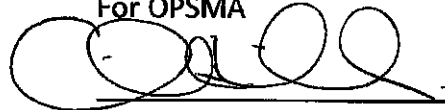
Battalion Chief
Assistant Fire Chief

For the City



Steve Naveau
HR Director

For OPSMA



Chris Williams
President, OPSMA

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE
SIDELETTER AGREEMENTS BETWEEN THE CITY OF OXNARD AND THE
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, THE OXNARD MID-MANAGERS
ASSOCIATION, AND THE OXNARD PUBLIC SAFETY MANAGERS ASSOCIATION

WHEREAS, the International Association of Firefighters, the Oxnard Mid-Managers Association, and the Oxnard Public Safety Managers Association are the recognized representatives for certain job classes in the public safety and management units within the City of Oxnard; and

WHEREAS, the City wishes to enter into side letter agreements altering specific terms and conditions within the current Memoranda of Understanding with the three bargaining units; and

WHEREAS, the representatives for the three bargaining units are in agreement with the changes and each side letter is attached, and incorporated herein by this reference, as an exhibit to this Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD RESOLVES that the side letter agreements are adopted and the City Manager and/or his designee is directed to perform all acts necessary to implement their terms and conditions on behalf of the City.

PASSED AND ADOPTED THIS 4th day of January, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

APPROVED AS TO FORM:

Rose Chaparro, City Clerk

Stephen M. Fischer, City Attorney



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

DATE: January 18, 2022

TO: City Council

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

SUBJECT: Ratify submission of application for 2021 Emergency Management Performance Grant (EMPG). (In-kind match of \$36,393 required.)

RECOMMENDATION

That the Oxnard City Council adopt a resolution:

1. That ratifies the submission of a grant application to the Ventura County Office of Emergency Services for the 2021 Emergency Management Performance Grant (EMPG) in the amount of \$36,393 for the purpose of offsetting the salary and benefits of the Emergency Services Manager, and the required salary match of \$36,393;
2. That authorizes the City Manager or designee to execute the grant agreement if funds are awarded to the City;
3. That authorizes the Chief Financial Officer or designee to submit financial reports and grant claims, approve budget appropriations for the use of grant funds and perform all other required financial actions; and
4. That authorizes the Fire Chief or designee to submit non-financial reports.

BACKGROUND

The 2021 Emergency Management Program Grant (EMPG) is funded by the U.S. Department of Homeland Security and administered through the California Office of Emergency Services. The funds are distributed to the City on a reimbursement basis through the Ventura County Sheriff's Office of Emergency Services. Grant funds must be used to prevent, prepare for, mitigate against, or recover from natural or man-made emergencies and disasters.

DISCUSSION

If awarded, the \$36,393.00 will be used to offset the salary and benefits of the Emergency Services Manager (ESM). The use of EMPG funds for salary offset meets the requirements of the grant include ensuring compliance with the National Incident Management System (NIMS), the National Response Framework (NRF) and the State of California's Standardized Emergency Management System (SEMS).

Under the 2021 Emergency Management Program Grant the City must provide a 100% match. The City may use the General Fund budget for the salary of the Emergency Services Manager as the matching funds for this grant. The 2021 grant will provide \$36,393.00 in funding with Oxnard matching \$36,393.00 in Fire Department personnel salary.

It was not possible to obtain prior approvals from the Public Safety Committee and the City Council before submitting this grant application due to the extremely short application period required by the Ventura County Office of Emergency Services (OES). The Oxnard Fire Department received notification of the 2021 EMPG Application on Monday, November 1st. The deadline for submittal of the completed application to Ventura County OES was Friday, December 3rd. With the November Thanksgiving Holiday, this provided the Fire Department only 20 working days to prepare and submit the application.

STRATEGIC PRIORITIES

This agenda item supports Public Safety strategy. The purpose of the Public Safety strategy is to restore and modernize the delivery of public safety services to provide for the safety of our neighborhoods and health of our community.

FINANCIAL IMPACT

This is an annual grant with 100% match requirement. Under the provisions of this grant the matching funds can be a direct financial contribution or in the form of an in-kind match. The 2021 grant application is in the amount of \$36,393. Therefore, the federal share will be \$36,393 with the applicant match being \$36,393. The Fire Department will provide an in-kind match of \$36,393 using existing Fire Department personnel costs. Upon approval of the award, the grant award will be recognized and appropriated in FY 2021-2022.

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee Committee approved 3-0 on December 28, 2021 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Scott Brewer, Emergency Services Manager

ATTACHMENTS

1. Resolution EMPG 2021 Applications (1) (1)

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING
SUBMITTAL OF EMERGENCY MANAGEMENT PERFORMANCE GRANT
APPLICATION

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

WHEREAS, the Fire Department has requested that City Council ratify the submission of Emergency Management Performance Grant in the amount of \$36,393 with a local salary match of \$36,393, for the purpose of offsetting the salary and benefits of the Emergency Services Manager.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of a grant application by the City Manager to offset the salary and benefits of the Emergency Services Manager. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Chief Financial Officer or designee is authorized to submit financial reports and grant claims, approve special budget appropriations during FY 2021-2022 for the use of the grant funds and perform all other required financial actions; and the Fire Chief or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED this 4th day of January 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

APPROVED AS TO FORM:

Rose Chaparro, City Clerk

Stephen M. Fischer, City Attorney



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

DATE: January 18, 2022

TO: City Council

FROM: Ashley Golden, Assistant City Manager, (805) 385-7478, ashley.golden@oxnard.org

SUBJECT: Seventh Annual Recognized Obligation Payment Schedule 2022-2023.

RECOMMENDATION

That the Community Development Commission Successor Agency adopt a Resolution approving the Seventh Annual Recognized Obligation Payment Schedule (ROPS) 22-23 covering the period of July 1, 2022 - June 30, 2023. (The Finance and Governance Committee approved 3-0)

BACKGROUND

As part of the 2011 Budget Act, and to protect funding for core public services at the local level, the California Legislature approved the dissolution of the state's 400 plus Redevelopment Agencies (RDAs). On February 1, 2012, all RDAs in California were officially dissolved. As a result of eliminating RDAs, property tax revenues are now used to pay required payments on existing bonds, other obligations, and pass-through payments to local governments. The remaining property tax revenues that exceed the enforceable obligations are allocated to cities, counties, special districts, and school and community college districts.

To help facilitate the wind-down process at the local level, each city formed a Successor Agency (SA), which manages redevelopment projects currently underway, makes payments on enforceable obligations, and disposes of redevelopment assets and properties. In the City of Oxnard, the City Council acts as the SA to Oxnard's former RDA, the Community Development Commission. Each SA has an Oversight Board (OB) that supervises its work. As specified in California Senate Bill 107 and beginning on July 1, 2018, all OB's in the County were consolidated into one OB, the Ventura County Consolidated Oversight Board (County OB). The 7-member County OB is comprised of representatives of the local agencies from Ventura County cities, special districts, K-14 educational agencies. The County OB members have a fiduciary responsibility to holders of enforceable obligations and the local agencies that would benefit from property tax distributions from the former redevelopment project areas.

Pursuant to California Health and Safety Code Section 34177(l)(1), the City, as SA to the former Oxnard Community Development Commission, is required to prepare an annual ROPS, documenting the enforceable obligations of the former RDA for the coming fiscal year. This ROPS covers the period July 1, 2022, through June 30, 2023 (ROPS 22-23) and, per California Health and Safety Code Section 34177(m), must be submitted to the California Department of Finance (DOF) after approval by the County OB, no later than February 1, 2022.

The ROPS 22-23 period totals \$10,074,694 in SA enforceable obligations. These obligations include bond debt service, developer agreement payments, special tax district assessment, property tax analysis agreements, and contracts enforceable by the SA.

The majority of the SA's ROPS 22-23 enforceable obligations, approximately \$5.8 million, come from the debt service from the bonds issued by the former RDA in prior years, before the dissolution of redevelopment in the City.

Two notable changes on this year's ROPS include the HERO Riverpark Owner Participation Agreement (OPA) payments and the Downtown Theater Lease Guaranty:

Riverpark Affordable Housing and Public Infrastructure - ROPS Items # 24 and 40

In accordance with the September 28, 2010, Memorandum of Understanding (MOU) to the OPA between the Oxnard SA and the Riverpark developers, property tax consultant HdL Coren and Cone (HdL) was retained to determine the amount of the affordable housing and public infrastructure payments due each fiscal year. These payments are tied to property tax values and property tax sharing. The affordable housing payment is listed under Item 24, and the public infrastructure payment is listed under Item 40 on the attached ROPS form (Attachment 2).

Upon further analysis of the MOU and OPA by staff and HdL, it was determined that the termination dates of both of these payments, November 19, 2032 (Item 24) and July 27, 2035 (Item 40), should both be updated to June 30, 2036. The MOU outlines the term as thirty (30) years from the Commencement Date, which is August 25, 2006, and not the date of when the OPA or its amendments were executed. As a result of the allocation process dictated by redevelopment dissolution, the effective date of the termination of the payments is June 30, 2036, the end of fiscal year 2035-36.

The change in termination dates has no impact on this year's ROPS obligation but rather extends the termination dates of the Riverpark OPA payments. The revised total outstanding obligations for Item 24 and Item 40 is now approximately \$10.2 million and \$22 million, respectively, up from the previously reported figures of \$8.9 million and \$19.5 million from the prior year's ROPS.

Downtown Theater Lease Guaranty - ROPS Item #52

This year's annual ROPS also includes a change to the Oxnard SA's obligation to the Downtown Theater Lease Guaranty (Guaranty). The Guaranty, first entered into in April 2004, provides that the Oxnard SA, as Guarantor, agrees to the payment "of all amounts payable by Tenant to Lender pursuant to the Lease and/or Deposit Agreement for Minimum Monthly Rent and Triple Net Charges." This obligation is listed under Item 52 in Attachment 2.

The Guaranty specifies that the lease guaranty payments continue until twenty-five (25) years after the Rent Commencement Date. Previous ROPS reported a Guaranty termination date of November 26, 2025, which would mean that the Rent Commencement Date would have been November 26, 2000. Upon examination by legal counsel, the Rent Commencement Date was determined to be November 26, 2005, when the theater operator first requested a lease guaranty payment, instead of November 26, 2000.

The change in date effectively pushes back the Guaranty termination date from the previously reported date of November 26, 2025, to November 26, 2030.

The change in the termination date has no impact on this year's ROPS obligation but rather extends the termination date of the Guaranty. The revised total outstanding obligation for Item 52 is now approximately \$12.7 million, up from the previously reported figure of \$5.5 million from the prior year's ROPS.

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 General Fund is not responsible for any of these enforceable obligations, including the corrections to the Riverpark and Guaranty termination dates.

Approval of the Seventh Annual ROPS 22-23 will facilitate the ability of the SA to continue payment of the enforceable obligations of the former Community Development Commission and is among the reasonable measures required to be taken to avoid triggering an event of default under any enforceable obligations. Certification of the ROPS allows the SA to collect property tax revenues from the Ventura County Auditor-Controller in an amount sufficient to pay the

obligations listed on the ROPS 22-23 on time.

The Seventh Annual ROPS 22-23 must be submitted to the DOF by February 1, 2022. If this deadline is not met, the City is subject to a civil penalty of \$10,000 every day that a SA is past due on submission.

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on December 28, 2021, to approve the staff recommendation and to forward the item to the Oxnard SA for approval.

Prepared by: Adam Smith, Project Manager

ATTACHMENTS

1. ROPS 22-23 SA Resolution
2. ROPS 2022-23 Form

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

RESOLUTION NO. _____

RESOLUTION OF THE OXNARD COMMUNITY DEVELOPMENT
COMMISSION SUCCESSOR AGENCY ADOPTING A SEVENTH
ANNUAL RECOGNIZED OBLIGATION PAYMENT SCHEDULE
(ROPS 22-23) FOR JULY 1, 2022 – JUNE 30, 2023

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

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

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

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

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

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

WHEREAS, California Health and Safety Code Section 34171(h) and 34177(m) provide that a successor agency must prepare a ROPS every six months after the initial ROPS period; and

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

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

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

30, 2012; and

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

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

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

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

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

WHEREAS, on September 9, 2014 a ROPS VII (14-15B) was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2015 through June 30, 2015; and

WHEREAS, on February 24, 2015 a ROPS VIII (15-16A) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2015 through December 31, 2015; and

WHEREAS, on September 1, 2015 a ROPS IX (15-16B) was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2016 through June 30, 2016; and

WHEREAS, SB 107 terminates the every six months ROPS timeline as of December 31, 2015 and instead requires annual ROPS reporting starting with the first annual ROPS 16-17 for the period beginning July 1, 2016 and ending June 30, 2017; and

WHEREAS, California Health and Safety Code Section 34177(o) provides that a successor agency must prepare a ROPS every twelve months; and

WHEREAS, on January 19, 2016 the First Annual ROPS (16-17) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2016 through June 30, 2017; and

WHEREAS, on January 24, 2017 the Second Annual ROPS (17-18) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2017 through June 30, 2018; and

WHEREAS, on January 23, 2018 the Third Annual ROPS (18-19) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2018 through June 30, 2019; and

WHEREAS, on September 11, 2018 an amended Third Annual ROPS (18-19B) was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2019 through June 30, 2019; and

WHEREAS, on January 8, 2019 the Fourth Annual ROPS (19-20) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2019 through June 30, 2020; and

WHEREAS, on January 7, 2020 the Fifth Annual ROPS (20-21) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2020 through June 30, 2021; and

WHEREAS, on September 1, 2020 an amended Fifth Annual ROPS (20-21B) was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2021 through June 30, 2021; and

WHEREAS, on January 19, 2021 a Sixth Annual ROPS (21-22) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2021 through June 30, 2022; and

WHEREAS, on January 18, 2022 the Successor Agency was presented the proposed Seventh Annual ROPS (22-23) which identifies each enforceable obligation on which payments will be required during the period of July 1, 2022 through June 30, 2023.

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

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

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

Section 3. The attached Proposed ROPS is hereby adopted.

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

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

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

PASSED, APPROVED and ADOPTED this ____ day of _____, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Chairman

ATTEST:

APPROVED AS TO FORM:

Rose Chaparro, Secretary Designate

Stephen M. Fischer, General Counsel

Recognized Obligation Payment Schedule (ROPS 22-23) - Summary
Filed for the July 1, 2022 through June 30, 2023 Period

Successor Agency: Oxnard

County: Ventura

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	22-23A Total (July - December)	22-23B Total (January - June)	ROPS 22-23 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ 2,659,552	\$ -	\$ 2,659,552
B Bond Proceeds	-	-	-
C Reserve Balance	2,588,988	-	2,588,988
D Other Funds	70,564	-	70,564
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 2,068,542	\$ 5,346,600	\$ 7,415,142
F RPTTF	1,981,042	5,259,100	7,240,142
G Administrative RPTTF	87,500	87,500	175,000
H Current Period Enforceable Obligations (A+E)	\$ 4,728,094	\$ 5,346,600	\$ 10,074,694

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

Oxnard
Recognized Obligation Payment Schedule (ROPS 22-23) - ROPS Detail
July 1, 2022 through June 30, 2023

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 22-23 Total	ROPS 22-23A (Jul - Dec)					22-23A Total	ROPS 22-23B (Jan - Jun)					22-23B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								\$85,682,837		\$10,074,694	\$-	\$2,588,988	\$70,564	\$1,981,042	\$87,500	\$4,728,094	\$-	\$-	\$-	\$5,259,100	\$87,500	\$5,346,600
1	CCRP Tax Allocation Refunding Bond 2004	Bonds Issued On or Before 12/31/10	04/13/2004	09/01/2026	Wells Fargo/ Finance	Downtown Infrastructure, Capital Improvement Projects and Façade Program; including debt management costs	CCRP	5,963,241	N	\$2,309,364	-	1,090,276	-	-	-	\$1,090,276	-	-	-	1,219,088	-	\$1,219,088
2	CCRP Assessment District Payment	Property Maintenance	07/01/2006	06/30/2023	Ox. Downtown Mgmt District	Property Based Improvement District Payment	CCRP	8,000	N	\$8,000	-	-	-	4,000	-	\$4,000	-	-	-	4,000	-	\$4,000
10	Project Management	Project Management Costs	01/01/2014	06/30/2023	City Community Development	Property management, project management and inspection	Central City Revitalization Project	6,200	N	\$6,200	-	-	-	6,200	-	\$6,200	-	-	-	-	-	\$-
15	Project Management	Project Management Costs	01/01/2014	06/30/2023	City Community Development	Property management, project management and inspection	Downtown	10,000	N	\$10,000	-	-	-	10,000	-	\$10,000	-	-	-	-	-	\$-
17	HERO Tax Alloc Bond 2006	Bonds Issued On or Before 12/31/10	12/13/2006	09/01/2036	Wells Fargo/ Finance	Street Reconstruction Projects; including debt management costs	HERO	13,556,868	N	\$1,356,422	-	572,190	-	-	-	\$572,190	-	-	-	784,232	-	\$784,232
18	HERO Tax Alloc Bond 2008	Bonds Issued On or Before 12/31/10	06/17/2008	09/01/2038	Wells Fargo/ Finance	RiverPark Parking Structure Infrastructure; including debt management costs	HERO	13,575,941	N	\$1,208,362	-	501,944	-	-	-	\$501,944	-	-	-	706,418	-	\$706,418
24	HERO RiverPark	OPA/DDA/ Construction	05/18/2010	06/30/2036	U.S. Bank, NA	Affordable Housing	HERO	10,170,000	N	\$669,400	-	-	70,564	264,136	-	\$334,700	-	-	-	334,700	-	\$334,700
38	Contracts and services	Professional Services	12/12/2011	06/30/2023	HDL Coren and Cone	Property Tax and Tax	HERO	-	Y	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 22-23 Total	ROPS 22-23A (Jul - Dec)					22-23A Total	ROPS 22-23B (Jan - Jun)					22-23B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
						Increment Preparation																
40	HERO RiverPark MOU to OPA	OPA/DDA/ Construction	09/26/ 2010	06/30/2036	U.S. Bank, NA	Infrastructure reimbursement payments per MOU to OPA	HERO	21,930,000	N	\$1,470,612	-	-	-	735,306	-	\$735,306	-	-	-	735,306	-	\$735,306
44	Project Management	Project Management Costs	01/01/ 2014	06/30/2023	City Employees	Property management, project management and inspection	HERO	8,000	N	\$8,000	-	-	-	8,000	-	\$8,000	-	-	-	-	-	\$-
48	Ormond Beach Tax Alloc Bond 2006	Bonds Issued On or Before 12/ 31/10	12/13/ 2006	09/01/2036	Wells Fargo	Street Reconstruction Project	Ormond Beach	4,768,646	N	\$615,542	-	271,114	-	-	-	\$271,114	-	-	-	344,428	-	\$344,428
49	Project Management	Project Management Costs	01/01/ 2014	06/30/2023	City Employees	Property management, project management and inspection	Ormond Beach	5,000	N	\$5,000	-	-	-	5,000	-	\$5,000	-	-	-	-	-	\$-
50	Southwinds Tax Allocation Bond 2006	Bonds Issued On or Before 12/ 31/10	12/13/ 2006	09/01/2036	Wells Fargo	Street Reconstruction Bond	Southwinds	2,723,341	N	\$350,992	-	153,464	-	-	-	\$153,464	-	-	-	197,528	-	\$197,528
51	Project Management	Project Management Costs	01/01/ 2014	06/30/2023	City Employees	Property management, project management and inspection	Southwinds	5,000	N	\$5,000	-	-	-	5,000	-	\$5,000	-	-	-	-	-	\$-
52	Downtown Lease Guarantee Pmt 50%	OPA/DDA/ Construction	11/26/ 2003	11/26/2030	Oxnard Theater Group	*Downtown Theater lease guarantee payment	CCRP/DT	12,717,600	N	\$1,816,800	-	-	-	908,400	-	\$908,400	-	-	-	908,400	-	\$908,400
58	Contracts and Services	Property Maintenance	02/01/ 2009	06/30/2023	R.A. Atmore & Sons	Weed Abatement	CCRP/DT/ OB	-	Y	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
63	Trustee Services	Fees	01/01/ 2014	06/30/2023	Wells Fargo Bank	Debt service administration for bond issues	CCRP/ HERO/SW/ Ormond	10,000	N	\$10,000	-	-	-	10,000	-	\$10,000	-	-	-	-	-	\$-
98	Litigation for Future Legal Costs	Litigation	01/01/ 2003	06/30/2023	Kane, Ballmer, and Berkman	Agency Legal Counsel	All	-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
101	Disposition of Successor Agency Property	Property Dispositions	01/01/ 2017	06/30/2023	Kane, Ballmer, and Berkman	Agency Legal Counsel		50,000	N	\$50,000	-	-	-	25,000	-	\$25,000	-	-	-	25,000	-	\$25,000

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 22-23 Total	ROPS 22-23A (Jul - Dec)					22-23A Total	ROPS 22-23B (Jan - Jun)					22-23B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
106	Admin Costs	Admin Costs	07/01/2022	06/30/2023	Oxnard CDC Successor Agency	Admin Costs		175,000	N	\$175,000	-	-	-	-	87,500	\$87,500	-	-	-	-	87,500	\$87,500

Oxnard
Recognized Obligation Payment Schedule (ROPS 22-23) - Report of Cash Balances
July 1, 2019 through June 30, 2020
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.							
A	B	C	D	E	F	G	H
	ROPS 19-20 Cash Balances (07/01/19 - 06/30/20)	Fund Sources					Comments
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
1	Beginning Available Cash Balance (Actual 07/01/19) RPTTF amount should exclude "A" period distribution amount.	3,029,216		2,631,686	1,483,138	2,428,255	
2	Revenue/Income (Actual 06/30/20) RPTTF amount should tie to the ROPS 19-20 total distribution from the County Auditor-Controller	143,493		-	228,095	5,968,750	
3	Expenditures for ROPS 19-20 Enforceable Obligations (Actual 06/30/20)	867		2,631,686	1,529,444	4,379,155	
4	Retention of Available Cash Balance (Actual 06/30/20) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	3,171,842			111,225	3,819,399	
5	ROPS 19-20 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 19-20 PPA form submitted to the CAC		No entry required			198,451	
6	Ending Actual Available Cash Balance (06/30/20) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$-	\$-	\$70,564	\$-	

Oxnard
Recognized Obligation Payment Schedule (ROPS 22-23) - Notes
July 1, 2022 through June 30, 2023

Item #	Notes/Comments
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**FINANCE AND GOVERNANCE COMMITTEE
AGENDA REPORT**

**INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.8**

DATE: January 18, 2022

TO: Finance & Governance Committee

FROM: Shiri Klima, Deputy City Manager, (805) 385-7487, shiri.klima@oxnard.org

SUBJECT: Enterprise Resource Planning (ERP) Annual Report and Second Amendment to Kreative Core Technologies Corp Contract for ERP Project Management Services.

RECOMMENDATION

That City Council:

- a. Receive the Enterprise Resource Planning (ERP) system annual report; and
- b. Approve and authorize the Mayor to execute a Second Amendment to the Professional Services Agreement with Kreative Core Technologies Corp (9431-21-FN) in the amount of \$700,000 for a new not to exceed contract amount of \$900,000 and to extend the term from September 30, 2022, to February 1, 2023, for Project Management Services related to the Core Financials and Human Capital Management phases (HCM) of the City's multi-year ERP implementation.
(Finance and Governance Committee approved 3-0)

BACKGROUND

The City currently uses CentralSquare (formerly Superior, formerly SunGard) HTE/NaviLine as its Enterprise Resource Planning (ERP) software that has been in place since 1992. This software supports financial, payroll, purchasing, utility billing and business licensing functions. Other than job postings and performance reviews for certain job classes (which are on NeoGov – an industry leading recruitment platform used by a significant number of government agencies), the City's human resources functions, including timesheets, were until recently all manual and paper-based. Functions within the Community Development Department including building, planning entitlement, and encroachment permitting activities are highly manual and paper-based. The City's permitting and land management functions were mostly manual and paper-based.

Between maintaining legacy processes, functional gaps in the software, and inadequate data extraction and reporting tools, City staff over the years developed more than 150 standalone shadow systems (mostly Microsoft Excel spreadsheets and Access databases) to store, manipulate, and analyze data. In October 2019 -- after several years of staff gathering requirements, issuing a request for proposals (RFP), evaluating proposals, and negotiating a contract -- the City Council decided to engage Tyler Technologies for its integrated ERP solution to replace existing software and manual processes. The Council later also retained Berry Dunn McNeil & Parker to provide program management and organizational change management consulting services.

The total estimated cost of this ERP implementation project (the "Project") was initially set at \$14,893,817, consisting of the Tyler contract for \$9,117,985 (including contingency) and additional implementation costs of

\$5,775,832. Included in the additional implementation costs were project management services, business process design costs, and organizational change management consulting services.

The Project commenced in October 2019 and includes a number of phases and anticipated launch dates, with project launches rescheduled to the current plan:

<u>Launch Date</u>	<u>Phase</u>	<u>Status</u>
Sep 2020	ExecuTime, Time and Attendance	Complete
Aug 2021	BlueBeam, Plan Check	Complete
Jul 2022	Core Financials, All Financial Transactions	On Target
Jan 2023	Human Capital Management, Payroll, HR	On Target
Dec 2023	EnerGov, Community Development	Commencing 2022
Aug 2024	Utility Billing, Water/Sewer/Trash	Commencing 2023
May 2025	Enterprise Asset Management	Commencing 2024

A substantial amount of progress has taken place with regard to the Project since the last annual update provided to Council in February 2021. In August 2021, the City launched Bluebeam, an electronic plan check system, and much progress toward a July 1, 2022, launch of the Core Financials phase has been made. Finally, Human Capital Management is now well underway.

DISCUSSION

Configuring, testing, implementing and stabilizing a new ERP system is a complicated and challenging task for an organization of the size and complexity as the City of Oxnard. In order to resource the Project appropriately, Council approved additional resources that were included in the Project's initial cost estimate; first, Council approved staff recommendation for temporary and permanent staff positions in order to maintain existing services and to manage the significant incremental work involved, and second, Council approved new appropriations and contracts for expert external project management services. One of the new permanent positions approved by Council in the FY2021-22 budget is a new Assistant Chief Financial Officer that was filled in August 2021, and is 100% dedicated during FY2021-22 to the implementation of the Project's Core Financials phase.

The implementation of an ERP system requires an overhaul of almost all City processes and functions that will impact many residents, businesses, and staff. Every financial transaction is impacted, requiring that the City review, update and design new processes and policies utilizing new, modern, state of the art systems of controls and an infrastructure that enables improvements in internal controls and efficiency. In order to yield these benefits, the core system must be configured to match the needs of the City. Each customer of Tyler products configures its system in the way that meets its specific needs. No two cities operate in exactly the same way, and therefore, many thousands of individual decisions on how to organize and utilize the ERP system have and are being made.

Progress So Far

Electronic Timekeeping Complete; OPD Advanced Scheduling in the Works

In the Fall of 2020, the City launched Executime, an electronic time tracking system for all City staff to report their time and provide for online management review and approval, thus replacing paper time cards and manual payroll data entry. As the City worked towards implementation of the Executime Advanced Scheduling module, it became clear during testing that Oxnard's police patrol schedules are not supported by the system. The City has since evaluated software that is specific to police scheduling and is currently reviewing options for alternate solutions.

Electronic Permit Processing Complete

Bluebeam, an online, electronic mapping and design sharing system was launched to the public in Summer 2021. Bluebeam allows an applicant to scan and send plans to the City and for staff to provide feedback electronically. Bluebeam saves the applicant a lot of time -- and therefore money -- during planning and development activities while also streamlining internal review and approval processes for City staff. Overall, the system is more efficient than the former manual process and allows for better customer and internal communication through automated email notifications, enabling City staff to provide better service through a modern approach to permit processing.

Core Financials in the Works

The Core Financials phase includes Purchasing (requisitions, purchase orders, contracts), Accounts Payable (receiving invoices and issuing payments), Accounts Receivable (billing for City fees and charges and processing payments), Project Management (accounting for capital improvements within the City's limit, and grant accounting), recording all financial transactions that result in monthly issuance of reports (balance sheet, cash flow, statement of government activities), and financial planning with its integrated budget projection and control tools.

Over the last year, staff have reviewed, documented and forensically dissected all financial ways of working and process flows. This current state assessment was vital to identifying how best to capitalize on the opportunities provided by Tyler Munis. More specifically, we have rebuilt the Chart of Accounts (the numbering system the City uses to categorize, record, monitor, and report on revenue and expenditures) to vastly improve speed and accuracy of reporting for auditors, City Council, residents and staff. Staff has simplified General Ledger account structures, grouping departments and program (formerly division) numbers together for clearer reading of budgets and financial information. There are improvements to credit card spend approval and transparency through integration with the issuing bank. We have enhanced vendor reporting to ensure adherence to City purchasing policies through centralized reporting and requiring all procurement activities be approved by the Purchasing Division electronically, with audit records tracking each action. We have begun testing of a new online vendor portal for vendor registration and provide viewing access to purchase orders, contracts, and payments. Staff has reviewed, refined and converted all relevant legacy vendor and customer information. Staff has completed a significant amount of system configuration for the City's decentralized revenue collection using one common system, negating the need for multiple manual processes and reconciliation steps. We have created new fee and charge codes to ensure more accurate and timely billing for City services, fees and fines. (This work excludes Utility Billing as that will be included in a separate ERP phase commencing in 2023.) Staff has configured a new Project Ledger module to provide real time project reporting and budgetary controls for all capital projects and grant funded activity. Finally, technical staff has enhanced the enforcement of segregation of duties through system access controls and made progress toward single sign on access controls to improve information access and security.

Human Capital Management in the Works

Human Capital Management (HCM) is a large phase encompassing all the functions and processes from recruitment through payment and termination of all 1,552 employees, recording and processing all benefit payments, employment taxes, retirement plan contributions, and implementing various bargaining unit memorandum of understanding (MOU) agreements in relation to employee pay and benefits. The HCM phase includes integration with leading industry learning and recruitment tools, enhancing the way the City can identify, nurture and retain talent for the benefit of the organization and its residents and customers. The HCM phase is currently developing a detailed project plan while undertaking current state analysis, documenting all current processes and procedures and identifying how best to utilize Munis functionality in order to improve efficiency and accuracy.

Upcoming Milestones

Configuration of the Core Financials phase is anticipated to be mostly completed by the end of January 2022, with system testing anticipated to occur throughout the spring. Training plans and resources are currently being developed in order to ensure all staff who will use Munis receive the appropriate instructions at the right time. Most end users will be required to attend training specific to their job roles in the months of May and June to ensure the skills they learn are retained for go-live in July. This training is currently scheduled in person with appropriate Covid distancing but we are developing a backup plan in case of a Covid wave in the spring. Additionally, staff anticipates bringing changes to the City's procurement ordinance before the Finance and Governance Committee and City Council in the coming months; some of these changes can be made to retain or even enhance controls and efficiency of operations given the opportunities afforded by the implementation of Munis. Finally, staff will prepare the budget for FY2022-23 in a similar manner to previous budgeting cycles using the legacy system (HTE); after adoption of the FY2022-23 budget, staff will convert the budget from the legacy system coding to the new Munis account numbers.

In Human Capital Management, over the next twelve months, staff, job classifications, rates of pay, benefits, retirement contracts and many other data points will be converted and added to the new system in order to test and run parallel payroll runs, ensuring that the City is prepared to launch and fully integrate HCM to Core Financials in January 2023. During the period of Core Financials being live and HCM in development, the City will continue to use its legacy system, HTE, to perform all payroll calculations, payments and benefit calculations, taking that information and translating it into the appropriate Munis accounting codes such that all activity will be reportable and managed against the adopted budget that will be held in Munis.

Project Management

Originally, the City hired an employee to manage this Project, and Berry Dunn eventually took over this role. In that time, a significant amount of work -- as detailed above -- has been completed by City staff with the support of Berry Dunn. Toward the end of Summer 2021, it became increasingly clear, however, that progress had slowed and there was a need to review the City's project management approach. The City's ERP Core Team (consisting of the Deputy City Manager, Human Resources Director, Assistant Human Resources Director, Chief Financial Officer, Assistant Chief Financial Officer, and two IT Managers) unanimously agreed to hire an independent company to review progress to date and make recommendations.

Kreative Core Technologies Corp. (Kreative) specializes in project management services for ERP applications and has implemented Tyler products, including Munis, across a number of municipalities similar to the City of Oxnard. In September 2021, the City entered into a contract not to exceed \$25,000 for Kreative to provide a current state assessment (Assessment) of the City's planning for ERP implementation and identify scope of work for the successful implementation, stabilization, and adoption of the ERP system on time and within budget. Kreative completed its Assessment on October 4, 2021, and presented findings to the City ERP Core Team. The ERP Core Team recommended a first amendment to the existing contract, not to exceed \$200,000, to enable Kreative to assist the City with project management services and avoid delays to the Core Financials phase of the ERP project scheduled to go live in July 2022.

In accordance with the terms of the first amendment, Kreative is supporting two critical phases of the ERP implementation by providing two full-time project managers, overseen by a Senior Project Manager. Staff recommends that Kreative continue to provide project management services for the Core Financials and HCM phases of the Project to ensure continuity of resources and in response to the significant progress that has been made since the commencement of Kreative's project management in October 2021.

Furthermore, staff anticipates that pending the successful results and expected delivery of Core Financials and HCM, a recommendation to further amend the Kreative contract may be forthcoming. The City will need expert project management services to implement the next three phases of the ERP (EnerGov Community

Development, Enterprise Asset Management, and Utility Billing). A project of this size, complexity and time span will shift in accordance with the evolving needs of the City, and staff will continue to monitor and adjust plans in accordance with the best possible course of action at the time.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

FINANCIAL IMPACT

The ERP Project was budgeted at \$14.9 million for all five phases. To date \$3.6 million has been expended, with a further \$2.1 million encumbered from FY2021-22 budget. There are sufficient appropriations in the FY2021-22 budget to cover anticipated expenses. Future budgets will include the appropriations necessary to cover anticipated costs of completing the project phases planned for those fiscal years.

The proposed second amendment to the consulting services agreement with Kreative for Core Financials and HCM project management services has a not-to-exceed amount of \$900,000 spanning approximately 18 months. The total cost will be funded through the existing project budget, utilizing savings from the reduced Berry Dunn contract and through reduced consulting hours within the existing Tyler contract.

There is sufficient funding in the FY2021-22 ERP project budget (Fund 316 Lease Revenue Refunding Bonds, Project 207302) to cover the Kreative costs anticipated for FY 2021-22. Future proposed budgets will request appropriation authority as necessary.

Prepared by: Mark Sewell, Assistant Chief Financial Officer, Shiri Klima, Deputy City Manager

ATTACHMENTS

1. Kreative Core Agreement
2. Kreative Core First Amendment
3. Kreative Core Second Amendment

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: September 13, 2021
- (2) Consultant: Kreative Core Technologies INC., a Texas Corporation, EIN 82-5240300
- (3) Services: Provide Current State Assessment of the City of Oxnard's Planning for Enterprise Resource Planning (ERP) Implementation, and Identify Scope of Work for the Successful Implementation, Stabilization and Adoption of the ERP On Time and to Current Budget.
- (4) Schedule of Services: The services must be completed within [21] calendar days of the Agreement Start Date listed above. See Scope of Services Exhibit, which is attached hereto and incorporated herein.
- (5) Agreement Ending Date: October 4, 2021
- (6) Total Agreement Amount: Not to Exceed \$21,000 for all Services
- (7) City's Project Manager: Mark Sewell, Assistant Financial Officer
- (8) Consultant's Project Manager: Andy Bhatnagar
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

Kreative Core Technologies
14762 Kemps Landing,
Frisco, TX 75035

FOR CITY:

Finance Department
City Hall
300 W Third St.
Oxnard, CA, 93030

Attn: , Andy Bhatnagar

Attn: , Mark Sewell, ACFO

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

Andy Bhatnagar

abhatnagar@xylemcore.com

CITY'S PROJECT MANAGER:

Mark Sewell

Mark Sewell@Oxnard.org



The Agreement for Professional 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
- ☒ Rates and Costs Exhibit
- ☒ Insurance Exhibit (INS-A)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL 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) Consultant" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant 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. Standard of Performance Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.
3. Correction of Errors Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.
4. 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.
5. Compensation For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.
6. Invoices Consultant 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.
7. Acceptance of Payment Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant 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 Consultant 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 Consultant and its employees, agents and subcontractors. Consultant 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 Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
8. Non-Appropriation of Funds Payments to be made to Consultant 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 and Department Director. Consultant hereby designates the person in the position listed in "(8) Consultant'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 Consultant.

10. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant's staff who are assigned to perform the Services. Consultant 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 Consultant'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 Consultant'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. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant 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 Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant 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. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant. Consultant 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 Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Consultant shall include a copy of this Section 12 in all contracts with its subcontractors, and Consultant 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.

13. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant 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 Consultant, City shall pay Consultant 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 Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any

person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

a. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. Insurance. Consultant 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 City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's 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 Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

16. 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 Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. 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. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant 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 16.

b. Consultant 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 Consultant 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 Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said

Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of 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 incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant 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. Consultant 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. Consultant 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, Consultant, 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 16 shall survive the termination of this Agreement.

17. 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 Consultant or is developed by Consultant 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 Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (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 Consultant 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, Consultant 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. Consultant 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 Consultant. 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.

c. 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 Consultant in reliance on any Confidential Information disclosed under this Agreement.

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

18. Independent Contractor. Consultant 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 Consultant or any of its employees, except as stated in this Agreement. Consultant 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 Consultant, 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 Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant 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. Consultant and its employees are not employees of City. Consultant 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. Consultant 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. Consultant agrees to pay all required taxes on amounts paid to Consultant 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. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant'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 Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19. Nondiscriminatory Employment. Consultant 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. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant 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 Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant 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.

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant

shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate

22. Conflict of Interest If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code. Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant 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 Consultant "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 Consultant has been retained pursuant to this Agreement.

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

24. Non-Assignability This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant 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 Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

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

26. 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.

27. 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.

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

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

30. 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.

31. Integration, Amendment This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant 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.

32. 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.

33. 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 Consultant 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 Consultant, 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.

34. 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 relief 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.

35. 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) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

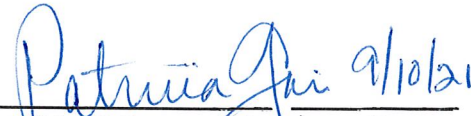
36. Counterparts This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) 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.

37. 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


☐ John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☒ Patricia Garcia, Buyer

KREATIVE CORE TECHNOLOGIES

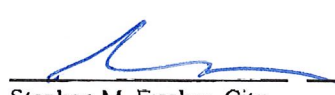

 Richie Ralhan, Director² 9/8/21 Date

 Andy Bhatnagar 9/8/21 Date

ATTEST:

N/A
 Rose Chaparro, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:


 Stephen M. Fischer, City Attorney (always required) 9/9/2021 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; 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

- A. Remote Work to be Completed
 - i. Review the documentation that are available for the project
 - ii. Review the Current project plan
 - iii. Review the Current Scope of Work
 - iv. Review and analyze the current state
 - v. Meet with Tyler Project Management Team
- B. Onsite Work to be Completed
 - i. Meet and greet Oxnard team members
 - ii. Review the Project Organizational structure
 - iii. Interview stakeholders
 - iv. Meet with IT to review the IT goal and strategy around ERP
 - v. Create Draft Resource plan (SME / Others) and project manager involvement requirements to include estimate of ongoing resources required. Bhatnagar
 - vi. Review the above with City's Assistant Chief Financial Officer.
 - vii. Conclude and Complete Recommended Resource plan (SME / Others) and project manager involvement requirements.
- C. Conclude the Assessment (Offsite)
 - i. Present Recommended Project to City ERP Steering Team and Take Feedback
 - ii. Make Final Revisions and Submit Final, Costed and Phased Project Management Plan in the Form of a Written Report.

Onsite work shall be coordinated with City Project Manager at least 3 business days prior to arrival at the City of Oxnard to ensure availability of City staff and maximize effectiveness of time.

Consultant shall adhere to all Federal, State and Local mandates regarding COVID-19 protocols, including and not limited to wearing a mask as directed while present at City Hall or other City locations.

Draft and Final Project Management Plans shall provide sufficient detail and supporting analysis to justify recommendations and include best practice project management techniques and tools to effectively communicate rationale for why and how recommendations have been generated.

RATES AND COSTS EXHIBIT

Consultant shall provide weekly accounting and tasks and timings to City Project Manager using an excel spreadsheet. This reporting shall be provided on the Monday morning following the prior week's tasks

Consultant shall provide one invoice once all services have been completed and full written report has been submitted to City

City requires Andy Bhatnagar to act as primary consultant for this project and shall require its written and explicit approval of any substitutions during the term of this agreement.

Consultant shall be compensated at an hourly rate of \$175.00 or part thereof, with a not to exceed limit of \$21,000.

Consultant shall track time at lowest of ¼ hour increments.

Reasonable travel expenses will be reimbursed not to exceed \$4,000 and subject to support with receipts. Airline tickets shall be reimbursed at economy class only, and car and hotels shall be reimbursed at reasonable local rates as supported by appropriate receipts.

INSURANCE EXHIBIT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/08/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NUTMEG INS AGENCY INC/PHS 76210775 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: <table border="1"> <tr> <td>PHONE (A/C, No, Ext):</td> <td>(888) 925-3137</td> <td>FAX (A/C, No):</td> <td>(888) 443-6112</td> </tr> </table> E-MAIL ADDRESS: 	PHONE (A/C, No, Ext):	(888) 925-3137	FAX (A/C, No):	(888) 443-6112																	
PHONE (A/C, No, Ext):	(888) 925-3137	FAX (A/C, No):	(888) 443-6112																			
INSURED Kreative Core Technologies Inc 14762 KEMPS LDG FRISCO TX 75035-0701	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC#</th></tr> <tr> <td>INSURER A :</td><td>Hartford Underwriters Insurance Company</td><td>30104</td></tr> <tr> <td>INSURER B :</td><td>Hartford Fire Insurance Company</td><td>19682</td></tr> <tr> <td>INSURER C :</td><td>Hartford Casualty Insurance Company</td><td>29424</td></tr> <tr> <td>INSURER D :</td><td></td><td></td></tr> <tr> <td>INSURER E :</td><td></td><td></td></tr> <tr> <td>INSURER F :</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC#	INSURER A :	Hartford Underwriters Insurance Company	30104	INSURER B :	Hartford Fire Insurance Company	19682	INSURER C :	Hartford Casualty Insurance Company	29424	INSURER D :			INSURER E :			INSURER F :		
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INSURER C :	Hartford Casualty Insurance Company	29424																				
INSURER D :																						
INSURER E :																						
INSURER F :																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			76 SBU AN2SY4	09/09/2021	09/09/2022	EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	☒ General Liability						MED EXP (Any one person)	\$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$1,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	\$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE	
	OCCUR CLAIMS-MADE						AGGREGATE	
	DED RETENTION \$							
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			76 WEG AN2SYH	09/09/2021	09/09/2022	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE -EA EMPLOYEE	\$1,000,000
			X				E.L. DISEASE - POLICY LIMIT	\$1,000,000
B	FailSafe Technology Errors or Omissions Liability			76 SBU AN2SY4	09/09/2021	09/09/2022	Each Wrongful Act Aggregate Limit	\$500,000
								\$1,000,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

CITY OF OXNARD
 Attn: Insurance Compliance
 Reference No. _____
 PO Box 100085 - OX
 DULUTH GA 30096-9302

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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Re: Insurance

1 message

Pacheco, Amelia <amelia.pacheco@oxnard.org>

Wed, Sep 8, 2021 at 5:13 PM

To: "More, Mike" <mike.more@oxnard.org>

Cc: "Sewell, Mark" <mark.sewell@oxnard.org>

Will do, thank you.

Amelia Pacheco | Human Resources Technician

Human Resources Department

300 W Third St. | Oxnard, CA 93030

T: 805-385-7470 | F: 805-385-7455

www.Oxnard.org

cid:image001.png@01D2AC98.FC53C300

On Wed, Sep 8, 2021 at 5:04 PM More, Mike <mike.more@oxnard.org> wrote:

Amelia:

Please contact the number on the cover page to get the additional insured endorsement for general liability and waiver of subrogation for workers compensation. I think that is all we need at this point. Thanks,

Michael More | Human Resources Manager/Risk Manager

Human Resources Department

300 W Third Street | Oxnard, CA 93030

O: 805-385-7480 | F: 805-385-8352

www.oxnard.org

cid:image001.png@01D2AC98.FC53C300

CONFIDENTIALITY NOTICE: This communication including attachments may be confidential and privileged. The information is intended for the sole use of the addressee(s). If you are not the intended recipient, you are advised that any disclosure, copying, distribution, use or taking of any action in reliance upon this communication is strictly prohibited. If you have received this communication in error, please notify me by electronic mail or by telephone immediately and delete this communication including any attachments. Thank you.

On Wed, Sep 8, 2021 at 4:59 PM Sewell, Mark <mark.sewell@oxnard.org> wrote:

Please can you review this insurance?

it is a priority to process as part of a contract for ERP... (the one i reached out about earlier) - thanks!

Mark

----- Forwarded message -----

From: **Andy bhatnagar** <abhatnagar@xylemcore.com>

Date: Wed, Sep 8, 2021 at 4:57 PM

Subject: Insurance

To: Mark Sewell <mark.sewell@oxnard.org>, Shiri Klima <shiri.klima@oxnard.org>

Hi Mark and Shiri,

Attached is the proof of insurance requested by city of Oxnard.



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: # **Kreative Core Technologies Inc. #23820**

Requisition No. (Please contact Purchasing if you require assistance): # **5686**
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 #** _____
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:

The City of Oxnard is investing millions of dollars in a new ERP system that will revolutionize how the City will operate for many years. In order to maximize its investment, the City took a decision to budget for external project management services in order to implement the system on time and to budget, utilizing the product in a way that works best for City of Oxnard. The Core Financials phase of the project is due to go live in July 2022, with a lot of work still to do in order to meet this deadline. City leadership wishes to bring new project management on board. Andy Bhatnager, of Kreative Core Technologies is highly experienced in delivering Munis ERP systems as project manager and is available to start immediately thereby reducing the risk of delay to the project that could otherwise exist if a full RFP/Q process were to be undertaken.

5. Identify all costs for this requested purchase:

Product/Service Description:	Fiscal Year:22	Fiscal Year:	Fiscal Year:	Fiscal Year:
One-Time Costs (Describe):	up to \$25,000			
Ongoing Costs (Describe):				
Annual Total Costs: Add the total by year	up to \$25,000			

6. Period of Performance:

From:	9/13/21	To:	10/04/21	Or	One-Time Purchase	
-------	---------	-----	----------	----	-------------------	--

I HEREBY CERTIFY THAT:

- 1) 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.
- 2) There is justification for a negotiated contract/sole/single source purchase noted above as it meets the City's criteria.

Department: Finance

Requestor Name (Print Name): Mark Sewell

Authorized **Department Director** or ~~designee~~: Betsy George

9/7/21

Please print

/ Sign name

Date:

Below to be processed by Purchasing:



Approved or



Denied

Notes:

Purchasing Buyer: Patricia Garcia

Up to \$25,000

Please Print

/ Patricia Garcia Please Sign

Date: 9/7/21

Purchasing Manager: Daniel Willhite

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: N/A

Tracking number assigned by the Purchasing Department only.

Tracking #	21-91	Not to Exceed Amount:	\$ 25,000 —	FY:	21-22
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FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment (“First Amendment”) to the Professional Services Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this fifth day of October, 2021, by and between the City of Oxnard, a municipal corporation (“City”), and Kreative Core Technologies Corp – CA Secretary of State Number C4806472, (“Consultant”). This First Amendment amends the Agreement entered into on September 13th, 2021, by City and Consultant.

City and Consultant agree as follows:

1. The date in Section 5 of the Cover Page of the Agreement is hereby amended to “September 30, 2022.”
2. The Total Agreement Amount in Section 6 of the Cover Page of the Agreement is hereby amended to “Not to Exceed \$200,000 (Two Hundred Thousand) for all Services.”
3. The following is attached hereto and incorporated herein by this reference into the Agreement: [Enter name of newly attached exhibit] Exhibit.
4. The reference to the Scope of Work Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to the Scope of Work as of October 5, 2021 Exhibit. The Scope of Work Exhibit is hereby disincorporated; instead, the Scope of Work as of October 5, 2021 Exhibit is attached hereto and incorporated herein by this reference.
5. The reference to the Rates and Costs Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to add also the Rates and Costs as of October 5, 2021 Exhibit. The Rates and Costs as of October 5, 2021, Exhibit is attached hereto and incorporated herein by this reference.
6. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

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

ATTEST:

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

APPROVED AS TO FORM:

[Signature] 11/15/2021
 Stephen M. Fischer, City _____ Date
 Attorney (always required)

KREATIVE CORE TECHNOLOGIES CORP

[Signature] _____ 11/15/2021

Richie Ralhan, CEO² _____ Date

[Signature] _____ 11/15/2021
 Andy Bhatnagar, _____ Date

¹ The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.

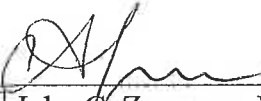
² The City requires the following for any contract:

- 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 Amendment on the date first written above.

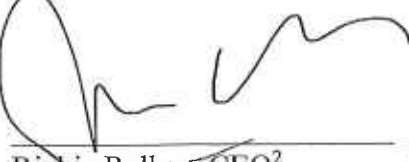
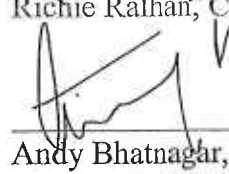
CITY OF OXNARD


☐ John C. Zaragoza, Mayor¹ 11/19/2021 Date
☒ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ Patricia Garcia, Buyer

ATTEST:

n/a
 Rose Chaparro, City Clerk Date
 (only if Mayor signs)

KREATIVE CORE TECHNOLOGIES CORP


 Richie Ralhan, CEO² 11/15/2021 Date

 Andy Bhatnagar, 11/15/2021 Date

APPROVED AS TO FORM:


 Stephen M. Fischer, City Attorney (always required) 11/15/2021 Date

¹ The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total 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 WORK AS OF OCTOBER 5, 2021 EXHIBIT

- A. Provide Project Leadership and Management using commonly shared best practices to ensure the City successfully launches Tyler products including but not limited to Core Financials and HCM
- B. Provide Business Analysis services to ensure the City configures its systems and processes in an efficient and organized manner.
- C. Provide project management services to the City IT team to ensure all conversions, interfaces and imports associated with Munis implementation are successful.
- D. In partnership with City Leadership, manage project risks and ensure all tasks are completed on time and within project budget.
- E. In partnership with City Leadership, manage vendor relationships where appropriate including but not limited to Tyler, to ensure project goals are met.
- F. Maintain regular reporting, summarizing project progress, decisions made, decisions pending, issues and forecasts to ensure completion on time and to scope.
- G. Communicate effectively to stakeholders in all levels of the Oxnard organization using various appropriate communication methods and strategies enhancing ownership and adoption of new processes and procedures.
- H. Work with City Organization Change Management (OCM) teams, providing insight and best practices to develop training and learning opportunities while testing the system configuration.
- I. Ensure adequate time is allocated for product testing, including User acceptance Testing and reporting functions to enable the City to yield immediate and positive returns on its significant investment.
- J. Ensure attendance in meetings, including on-site presence on as needed basis, until June 2022, whereby more onsite attendance may be required as part of preparation for go live in July 2022, and stabilization immediately following launch.
- K. Provide bi-weekly reporting of project progress in support of invoices for services rendered. This shall include time sheets and activities for all Kreative Core Technologies employees.
- L. Ensure all the Kreative Core Technologies' Project Managers have the PMP from PMI Institute or similar certification or experience.
- M. Kreative Core Technologies will provide incremental / progressive status report for Tyler Munis Core Financials and HCM phase on a biweekly basis. Biweekly status reports will also be utilized for invoicing on a biweekly basis.

- N. Kreative Core Technologies (KCT) will provide IT support on as needed basis, subject to the availability of the KCT technical resources.
- O. City reserves the right to meet Project Managers for Finance and HCM phases and agree to their participation in the project.
- P. Best efforts from both parties will be made to ensure continuity of project management staff for the duration of each phase.
- Q. KCT will provide the Project Management resources within 30 days from the contract approval date. Until additional PM resources are onboarded, Andy Bhatnagar may support the project on a full-time basis.
- R. Onsite work shall be coordinated with City Project Manager at least 3 business days prior to arrival at the City of Oxnard to ensure availability of City staff and maximize effectiveness of time.
- S. Consultant shall adhere to all federal, State and local mandates as well as City regulations (promulgated by the HR Department) regarding COVID-19 protocols including and not limited to wearing a mask as directed while present at City Hall or other City locations.
- T. City requires Andy Bhatnagar to act as primary consultant for this project and shall require City's written preapproval of any substitutions thereto during the term of this Agreement.

RATES AND COSTS AS OF OCTOBER 5, 2021 EXHIBIT

Consultant shall provide weekly accounting and tasks and timings to City Project Manager using an Excel spreadsheet. This reporting shall be provided on the Monday morning following the prior week's tasks.

Consultant shall provide one invoice once all services have been completed and full written report has been submitted to City.

Standard Resources:

Snr Project Manager:	Andy Bhatnagar:	\$175.00 per hour, Est 25 hours/week
Project Manager - Finance	TBC:	\$125.00 per hour, Est 40 hours/week
Project Manager - HCM	TBC:	\$125.00 per hour, Est 40 hours/ week

***Written City Approval will be required if additional hours are required for the successful implementation.*

IT On-Call Support (requiring written preapproval by City Chief Information Officer or designee):

Technical Specialist for conversion	\$200 per hour
Technical Specialist for Integrations (API)	\$225 hour
Technical Specialist for flat file Integrations	\$195 per hour

Reasonable travel expenses will be reimbursed not to exceed \$4,000 per trip and subject to support with receipts. Airline tickets shall be reimbursed at economy class only, and car and hotels shall be reimbursed at reasonable local rates as supported by appropriate receipts.

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Second Amendment ("Second Amendment") to the Professional Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this eighteenth day of January, 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Kreative Core Technologies Corp – CA Secretary of State Number C4806472, ("Consultant"). This Second Amendment amends the Agreement, administratively entered into on September 13, 2021, by City and Consultant. The Agreement previously has been amended by a First Amendment, administratively entered into on October 4, 2021.

City and Consultant agree as follows:

1. The date in Section 5 of the Cover Page of the Agreement is hereby amended to "February 1, 2023."
2. The Total Agreement Amount in Section 6 of the Cover Page of the Agreement is hereby amended to "Not to Exceed \$900,000 (Nine Hundred Thousand Dollars) for all Services."
3. The reference to the Scope of Work as of October 5, 2021 Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to the Scope of Work as of January 18, 2022 Exhibit. The Scope of Work as of October 5, 2021 Exhibit is hereby disincorporated; instead, the Scope of Work as of January 18, 2022 Exhibit is attached hereto and incorporated herein by this reference.
4. The reference to the Rates and Costs Exhibit and to the Rates and Costs as of October 5, 2021 Exhibit everywhere these are listed both on the Cover Page and in the Agreement are hereby amended to the Rates and Costs as of January 18, 2022 Exhibit. The Rates and Costs Exhibit and the Rates and Costs as of October 5, 2021 Exhibit are hereby disincorporated; instead, the Rates and Costs as of January 18, 2022 Exhibit is attached hereto and incorporated herein by this reference.
5. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]



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

CITY OF OXNARD

- _____
☒ John C. Zaragoza, Mayor Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ Patricia Garcia, Buyer

ATTEST:

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

APPROVED AS TO FORM:

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

KREATIVE CORE TECHNOLOGIES CORP

Richie Ralhan, CEO,CFO,Secretary 12/17/21
Date

Andy Bhatnagar, Vice President 12/17/21
Date

SCOPE OF WORK AS OF JANUARY 18, 2022 EXHIBIT

- A. Provide Project Leadership and Management using commonly shared best practices to ensure the City successfully launches Tyler products including but not limited to Core Financials and Human Capital Management (HCM).
- B. Provide Business Analysis services to ensure the City configures its systems and processes in an efficient and organized manner.
- C. Provide project management services to the City IT team to ensure all conversions, interfaces and imports associated with Munis implementation are successful.
- D. In partnership with City Leadership, manage project risks and ensure all tasks are completed on time and within project budget.
- E. In partnership with City Leadership, manage vendor relationships where appropriate including but not limited to Tyler, to ensure project goals are met.
- F. Maintain regular reporting, summarizing project progress, decisions made, decisions pending, issues and forecasts to ensure completion on time and to scope.
- G. Communicate effectively to stakeholders in all levels of the Oxnard organization using various appropriate communication methods and strategies enhancing ownership and adoption of new processes and procedures.
- H. Work with City Organization Change Management (OCM) teams, providing insight and best practices to develop training and learning opportunities while testing the system configuration.
- I. Ensure adequate time is allocated for product testing, including User Acceptance Testing (UAT) and reporting functions.
- J. Ensure attendance in meetings, including on-site presence on as needed basis, whereby more onsite attendance may be required as part of preparation for go live for the Core Financials and HCM phases in July 2022 and January 2023, respectively, including stabilization immediately following launch.
- K. Provide bi-weekly reporting of project progress in support of invoices for services rendered. This shall include time sheets and activities for all Consultant's employees.
- L. Ensure all Consultant's Project Managers have the PMP from PMI Institute or similar certification or experience.
- M. Consultant will provide incremental / progressive status report for Core Financials, HCM, and other phases as mutually agreed on a biweekly basis. Biweekly status reports will also be utilized for invoicing on a biweekly basis.

N. Consultant will provide IT support on as needed basis, subject to the availability of the Consultant's technical resources.

O. City reserves the right to meet Project Managers for Core Financials and HCM phases and agree to their participation in the project.

P. Best efforts from both parties will be made to ensure continuity of project management staff for the duration of each phase.

Q. Onsite work shall be coordinated with City Project Manager at least 3 business days prior to arrival at the City of Oxnard to ensure availability of City staff and maximize effectiveness of time.

R. Consultant shall adhere to all federal, State and local mandates as well as City regulations (promulgated by the HR Department) regarding COVID-19 protocols including and not limited to wearing a mask as directed while present at City Hall or other City locations.

S. City requires Andy Bhatnagar to act as primary consultant for this project and shall require City's written preapproval of any substitutions thereto during the term of this Agreement.

RATES AND COSTS AS OF JANUARY 18, 2022 EXHIBIT

Consultant shall provide one invoice every two weeks per phase with all labor and materials supported with approved timecards. Consultant shall track time at lowest of ¼ hour increments.

Standard Resources:

Snr Project Manager:	Andy Bhatnagar:	\$175.00 per hour, Est 25 hours/week
Project Manager - Core Financials	TBC:	\$125.00 per hour, Est 40 hours/week
Project Manager - HCM	TBC:	\$125.00 per hour, Est 40 hours/ week

***Written City Approval will be required if additional hours are required for the successful implementation.*

IT On-Call Support (requiring written pre-approval by City Chief Information Officer or designee):

Technical Specialist for conversion	\$200 per hour
Technical Specialist for Integrations (API)	\$225 per hour
Technical Specialist for flat file Integrations	\$195 per hour

Reasonable travel expenses will be reimbursed not to exceed \$4,000 per trip and subject to support with receipts. Airline tickets shall be reimbursed at economy class only, and car and hotels shall be reimbursed at reasonable local rates as supported by appropriate receipts.

Forecast Costs (this is for approximation purposes only):

Project Assessment – Completed October 2021	\$ 23,082
Core Financials /HCM Phases collectively	\$ 800,000
IT Support / Contingency / Travel	\$ 76,918
Total Contract Value (Not to Exceed)	\$ 900,000



CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA

AGENDA ITEM NO. K.9

DATE: January 18, 2022

TO: City Council

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

SUBJECT: Appropriation of Wildland Fire Reimbursement Revenue.

RECOMMENDATION

That the City Council amend the FY 2021-22 Budget to recognize an additional \$695,615 of General Fund revenue from wildland fire reimbursement and appropriate \$370,128 to the Fire Department to restore the Department's original training budget; to improve and expand training related to mutual aid response; and to acquire equipment and supplies. (Community Services, Public Safety, Housing & Development Committee approved 3-0.)

BACKGROUND

The Oxnard Fire Department has played an increasingly important role in responding to large-scale wildland incidents around the state in the last five years. This has been due, in part, to the size of the wildland incidents within California. The Thomas Fire that started in 2017, was the largest fire in the state's history, and now ranks ninth in largest fires. Eleven of the twenty largest fires in California history have started since the Thomas Fire.

The Fire Department responds to these mutual aid requests through an agreement known as the California Fire Assistance Agreement (CFAA). The CFAA agreement has signatories from all Federal, State, County, and Local fire agencies. As a part of this agreement, the Fire Department provides an updated salary survey to the California Office of Emergency Services (CalOES) that processes all reimbursement claims. Ultimately the reimbursement funds generally come from the State or Federal government depending on the jurisdiction of the wildland incident.

The CFAA provides reimbursement for the Fire Department that includes all personnel costs, vehicle costs, travel costs (food and accommodation) as well as an administrative fee. The administrative fee is adjusted every year and this year it is set at 17.1% of total reimbursed expenses.

DISCUSSION

Since the Department started participating in mutual aid deployments, all mutual-aid expenses have been charged to the Fire Department's General Fund Operating Budget. This has resulted in funds originally appropriated to the Department by City Council for regular Department operations being diverted to wildland fire response outside the City.

The State or Federal reimbursement arrives months after the incident has been resolved, with the revenue credited to the General Fund, but without a corresponding increase in appropriations, leaving the Fire Department operating budget depleted. As of the posting of this staff report, one-third (\$47,477) of the Fire Department training budget has been consumed by reimbursable costs for mutual aid assignments for FY21/22.

Furthermore, the Fire Department has yet to address the minimum training requirements of responding to mutual aid incidents based on State Fire Marshal certifications. The Department needs to invest in the professional development of personnel to ensure they can operate as safely as possible, while also meeting the minimum training requirements.

There are two high-priority training requirements the Department needs to address; ensuring all Captains are certified as Engine Boss and ensuring all Battalion Chiefs are certified as Strike Team Leaders. Currently, only eight of the 32 Captains meet the Engine Boss Certification. Engine Boss Certification involves a series of three classes that take a total of 11 days to complete. Currently, only three of the five Battalion Chiefs are certified as Strike Team Leaders. Qualification for Strike Team Leader starts with three classes also taking 11 days to complete.

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

On March 30, 2021, City Council unanimously approved a Budget Appropriation reimbursing the Fire Department for all direct travel and personnel costs incurred for mutual aid while allowing the Department to reinvest the reimbursement for indirect costs (vehicle costs and the administrative surcharge) back in to the mutual aid program through training and the purchase of equipment designed for wildland fire response. With the budget appropriation approval occurring late in the fiscal year, the ability of the Department to fully utilize the funds was limited. This fiscal year (FY 21/22) the Department is requesting a budget appropriation for mutual aid responses to date. A second appropriation will be requested later in the fiscal year should additional responses take place.

The proposed allocation of CFAA reimbursements will allow the Fire Department to reimburse the General Fund for overtime and benefits incurred during mutual aid; to restore the training budget; and to supplies, equipment and certifications related to mutual aid response.

CFAA Reimbursement	Amount	Fund	Purpose
Personnel costs	\$1,393,625	101-2201-802.80-03, 08 & 41 – OT & Employee Benefits	Reimburse budgeted General Fund costs for overtime and benefits incurred during mutual aid
Travel costs	\$47,477	101-2201-802.83-43 – Training	Restore Fire Department training budget for travel costs charged to it during mutual aid
Engine hours/Vehicle reimbursement	\$65,124	101-2201-802.86-06 – Machinery and Equip New	To purchase equipment to be used on mutual aid assignments
Administrative surcharge (17.1%)	\$257,527	101-2201-802.81-34 – Minor Eqp - Shop/Field	To reinvest in mutual aid program through training and supplies
Total	\$1,763,753	101-2201-581.75-19 - Other Reimbursements	

Approval of the accompanying budget appropriation request will increase the budgeted wildland reimbursement revenue by \$695,615 to reflect the current anticipated total for Fiscal Year 2021-22 of \$1,763,753 and appropriate \$370,128, which is the unappropriated amount related to the administrative surcharge, travel and vehicle cost reimbursement. For the Fiscal Year 2022-23, the City Manager will recommend a similar approach going forward, with estimated wildland fire reimbursement costs and revenues, which are literally subject to the vagaries of nature.

COMMITTEE OUTCOME

The Finance and Governance Committee approved 2-0 on December 14, 2021 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Alexander Hamilton, Fire Chief, Amy Van Atta, Management Analyst II

ATTACHMENTS

1. BA Wildland Fire Reimbursement

REQUEST FOR BUDGET APPROPRIATION

Department: Fire
Project/Program _____
Manager: Hamilton

Date: December 14, 2021
Phone: x7700

Reason for Appropriation:

Recognize an additional \$695,615 of Wildland Fire Reimbursement and appropriate \$370,128 to the Fire Department for training, supplies, equipment purchases, and certifications.

Accounts and Descriptions

AMOUNT

Fund: **101 - GENERAL FUND**

Revenues/Transfers In

FIRE SUPPRESSION (2201)

101-2201-581.75-19	MISCELLANEOUS REVENUES/OTHER REIMBURSEMENTS	<u>695,615</u>
	Sub-total Revenues	<u>695,615</u>

Expenditures/Transfers Out

FIRE SUPPRESSION (2201)

101-2201-802.81-34	MINOR EQP - SHOP/FIELD	257,527
101-2201-802.83-43	TRAINING/WORKSHOP/MTNGS	47,477
101-2201-802.86-06	MACHINERY AND EQUIP NEW	<u>65,124</u>
	Sub-total Expenditures	<u>370,128</u>

Net Change to Fund Balance	<u>325,487</u>
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Net Appropriation Change	<u>370,128</u>
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Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.10

DATE: January 18, 2022
TO: City Council
FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org
SUBJECT: Agreements for On-Call Professional Hydrogeological Services.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute the following on-call professional hydrogeological agreements:

1. Agreement A-8406 with Groundwater Solutions, Inc. dba GSI Water Solutions, Inc. in the amount not to exceed \$250,000 for a three-year term;
 2. Agreement A-8407 with ENGEO, Inc. in the amount not to exceed \$250,000 for a three-year term; and
 3. Agreement A-8408 with Hopkins Groundwater Consultants, Inc. in the amount not to exceed \$250,000 for a three-year term.
- (Public Works and Transportation Committee approved 3-0)

BACKGROUND

On September 28, 2021, the Public Works Department sent out a Request for Qualifications (RFQ) for multi-year on-call hydrogeological services. The RFQ solicited Statement of Qualifications (SOQ) from hydrogeological consulting firms. These services are required due to the specialized nature of well rehabilitation, well design, well pump testing, water quality sampling, hydraulic modeling, and aquifer storage & recovery. A panel that consisted of the Water Division Manager, the Water Operations Manager, and a Supervising Civil Engineer reviewed four submitted SOQs.

DISCUSSION

The Public Works Department will be bringing forward various agreements to establish on-call professional engineering services with successful consultants or firms to provide professional and technical expertise once agreements are prepared. These agreements are necessary due to the volume and nature of work within the Public Works Engineering and Transportation & Mobility Divisions and will continue to support the departmental needs for various projects. Additionally, having pre-approved on-call agreements for professional services can reduce the amount of time necessary to complete certain types of smaller CIP projects.

Professional services under this agreement will be composed of task orders for each individual project assigned by the City and under the supervision of a Project Manager. The task order proposal will identify a concise description of the scope of work to be performed by the consultant, the method by which the consultant plans on completing the work, and a schedule for completion of the work. It is the consultant's responsibility to determine the best and most cost-effective method to complete the work so that the assigned task order can be completed to the satisfaction of the City of Oxnard. Projects with special requirements (i.e. federally funded) will be publicly bid separately when required.

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 total amount of each agreement shall not exceed the amounts noted above over the term of three years. Funding will be charged to a given project or funding source dependent upon the services performed by task orders. The respective Department/Project Manager will ensure sufficient funding is available in the approved operating budget or CIP project budget for related tasks prior to initiating services performed.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on December 28, 2021 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. A-8406 GSI Water Solutions
2. A-8407 ENGEO Inc
3. A-8408 Hopkins Groundwater

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: January 18, 2022
- (2) Consultant: Groundwater Solutions, Inc. dba GSI Water Solutions, Inc.
- (3) Services: On-Call Hydrogeological Services
- (4) Schedule of Services: The Services must be completed within two calendar years of the Agreement Start Date listed above
- (5) Agreement Ending Date: January 17, 2025
- (6) Total Agreement Amount: \$250,000
- (7) City's Project Manager: Tim Beaman
- (8) Consultant's Project Manager: Tim Thompson, PG, CHG
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

FOR CITY:

GSI Water Solutions, Inc.
Attn: Tim Thompson, PG, CHG
418 Chapala Street, Suite H
Santa Barbara, CA 93101

City of Oxnard
Attn: Tim Beaman, Supervising Civil Engineer
305 W Third Street
Oxnard, CA 93030

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

CITY'S PROJECT MANAGER:

tthompson@gsiws.com

Timothy.Beaman@oxnard.org

The Agreement for Professional 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
- ☒ Rates and Costs Exhibit
- ☒ Prevailing Wages Exhibit
- ☒ Insurance Exhibit (INS-A)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL 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) Consultant" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant 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. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.
3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.
4. 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.
5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.
6. Invoices. Consultant shall submit a payment request to City within ten (10) days following 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.
7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant 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 Consultant 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 Consultant and its employees agents and subcontractors. Consultant 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 Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
8. Non-Appropriation of Funds. Payments to be made to Consultant 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 and Department Director. Consultant hereby designates the person in the position listed in “(8) Consultant’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 Consultant.

10. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant’s staff who are assigned to perform the Services. Consultant 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 Consultant’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 Consultant’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. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant 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 Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant 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. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant. Consultant 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 Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Consultant shall include a copy of this Section 12 in all contracts with its subcontractors, and Consultant 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.

13. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant 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 Consultant, City shall pay Consultant 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 Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

14. Hold Harmless and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying (“design professional”) services, to the maximum extent permitted by law, Consultant shall hold harmless and indemnify City, its legislative and advisory bodies, and the City’s officials, directors, officers, and employees (collectively, “Indemnitees”) from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses,

penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), only to the extent actually caused by the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, or subcontractors in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement.

Consultants obligation to defend any indemnified parties for claims arising from professional services shall mean Consultants legal obligation to reimburse the Indemnified Parties for their reasonable defense costs to the extent caused by Consultants negligence.

As respects its operations under this Agreement other than the performance of professional services, the Consultant shall, hold harmless, indemnify, and defend the Client from and against any and all claims, demands, actions, suits, losses, liabilities, expenses, and costs, including, without limitation, attorney's fees, arising out of injury to any persons, including death, or damage to any property arising from the non-professional activities or business operations of the Consultant.

a. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. Insurance. Consultant 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 City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's 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 Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

16. 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 Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. 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. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant 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 16.

b. Consultant 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 Consultant 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 Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of 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 incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant 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. Consultant 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. Consultant 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, Consultant, 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 16 shall survive the termination of this Agreement.

17. 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 Consultant or is developed by Consultant 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 Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (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 Consultant 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, Consultant 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. Consultant 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 Consultant. 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 Consultant in reliance on any Confidential Information disclosed under this Agreement.

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

18. Independent Contractor. Consultant 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 Consultant or any of its employees, except as stated in this Agreement. Consultant 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 Consultant, 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 Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant 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. Consultant and its employees are not employees of City. Consultant 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. Consultant 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. Consultant agrees to pay all required taxes on amounts paid to Consultant 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. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant'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 Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19. Nondiscriminatory Employment. Consultant 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. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant 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 Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant 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.

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

22. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a “governmental decision” as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant 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 Consultant “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 Consultant has been retained pursuant to this Agreement.
23. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant’s prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.
24. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant’s personnel’s unique competence, experience and specialized personal knowledge. Consultant 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 Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.
25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.
26. 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.
27. 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.
28. Force Majeure. Neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.
29. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.
30. 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.
31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant 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.
32. 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.

33. 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 Consultant 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 Consultant, 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.

34. 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 relief 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.

35. 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) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

36. 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 Project Managers' emails listed in "(11) 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.

37. 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

**GROUNDWATER SOLUTIONS, INC dba
GSI WATER SOLUTIONS, INC.**

☒ John C. Zaragoza, Mayor ¹ _____ Date _____
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ _____, Buyer

 _____ 12/15/2021
 John Montgomery, President² Date _____
 _____ 12/15/2021
 Anneliese Deck, Secretary Date _____

ATTEST:

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

APPROVED AS TO FORM:

 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; 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

The scope of services for hydrogeological consulting services includes, but is not limited to, providing the necessary hydrogeological design, technical review, and hydrogeological consulting support services consistent with ongoing groundwater resource planning, development projects, and capital improvement programs. Consultation services shall include, but not be limited to, the following:

- 1) Preliminary Investigations - Review and assess existing data, reports, record documents relative to the project and conduct all necessary investigations and analyses required to identify and mitigate operational issues or impact design/construction including:
 - a) Regulatory/code and permitting requirements.
 - b) CEQA compliance.
 - c) Geotechnical investigation.
 - d) Review City well performance and groundwater water quality data.
- 2) Operations – Operational and technical support, evaluations, studies, and reporting, including, but not limited to:
 - a) Groundwater production strategy, particularly in response to Fox Canyon Groundwater Management Agency (FCGMA) changes in allocation.
 - b) Groundwater pumping and water quality.
 - c) Well production capabilities and limitations.
 - d) Groundwater recharge and indirection potable reuse.
 - e) Assessment of undocumented wells.
 - f) Urban Water Management Plan (prepared by others) and other planning documents.
 - g) FCGMA issues such as well boundaries, allocation, well abandonment procedures, conservation credits and conduct well maintenance and testing.
 - h) Aid in reviewing various City Water System Master Plan, Recycled Water Master Plan, Water Supply Assessments, Water Supply Verifications, and in commenting on groundwater related issues.
 - i) ASR Pilot Study consultation.
 - j) Well start-up and commissioning.
 - k) Develop standard operating procedures.
 - l) Develop maintenance protocol and procedures.
- 3) Permitting - Identify, coordinate, prepare, submit, and manage all required permits including, but not limited to:
 - a) California State Water Resources Control Board Division of Drinking Water
 - b) Regional Water Quality Control Board
 - c) Fox Canyon Groundwater Management Agency
 - d) Ventura County Watershed Protection District
 - e) County of Ventura
 - f) Calleguas Municipal Water District (CMWD)
 - g) United Water Conservation District (UWCD)
 - h) Environmental Protection Agency (EPA)
- 4) Design Services
 - a) Planning and conceptual design
 - b) Preliminary design and basis of design reports
 - c) Design drawings
 - d) Specifications
 - e) Bid item lists and cost estimates
- 5) Bid phase services

RATES AND COSTS EXHIBIT

GSI	
Labor Category	Hourly Rate
Technical Professionals	
Principal	
<i>Tim Thompson</i>	\$270
<i>Jeff Barry</i>	\$270
Supervising	
<i>Tim Nicely</i>	\$240
<i>Ailco Wolf</i>	\$210
Managing	
<i>Brian Franz</i>	\$170
Consulting	
	\$150
Project	
<i>Andy Lapostol</i>	\$150
Staff	
<i>John Gauthier</i>	\$130
Other Services	
GIS/Graphics	
<i>Nicole Palmer</i>	\$145
Editor/Documents	\$110
Administration	\$95

BGC*	
Labor Category	Hourly Rate
Professional Hydrogeologic Services	\$235
<i>Bryan Bondy</i>	\$235

* A markup of 5% will be applied to subconsultant labor.

GSI and BGC will evaluate billing rates on the contract signing anniversary date annually. If there is justification for an increase in rates based on the CPI-U for the West Region, as determined by the Bureau of Labor Statistics, GSI will submit an updated rate sheet to the City, to be agreed to in writing.

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is 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 currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day’s work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor’s employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors’ compliance with Chapter 1, the DIR’s rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors’ compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys’ fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

INSURANCE EXHIBIT

Exhibit INS-A

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.
 - a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;
 - b. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"
 - c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.
 - d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.
2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be 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. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.
4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**
5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). 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. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council,

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

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

12/21

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE		ISSUE DATE (MM/DD/YY)			
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
CODE	SUB-CODE	COMPANIES AFFORDING INSURANCE COVERAGE			
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE			
		COMPANY LETTER B			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ 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				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS					
CERTIFICATE HOLDER CITY OF OXNARD Attn: 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			POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits				
Telephone:			☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)				
NAMED INSURED			APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered				
			CITY AGREEMENTS/PERMITS				
TYPE OF INSURANCE							
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE			☐ Claims Made Retroactive Date _____ ☐ Occurrence		OTHER PROVISIONS		
COVERAGES			LIABILITY LIMITS IN THOUSANDS \$				
			EACH OCCURRENCE	AGGREGATE			
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____					CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (_____) _____		
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:							
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.							
2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.							
3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.							
4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.							
5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.							
6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.							
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.							
ENDORSEMENT HOLDER							
CITY OF OXNARD Attn: 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: _____			

SUBMIT IN DUPLICATE			
AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">ENDORSEMENT NO.</td> <td style="width: 50%; text-align: center;">ISSUE DATE (MM/DD/YY)</td> </tr> </table>	ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)		
PRODUCER Telephone: _____	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits ☐ 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 _____		
NAMED INSURED _____	_____		
TYPE OF INSURANCE ☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER	OTHER PROVISIONS _____		
LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage.	CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____		
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: 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 _____		

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: January 18, 2022
- (2) Consultant: ENGEO Incorporated
- (3) Services: On-Call Hydrogeological Services
- (4) Schedule of Services: The Services must be completed within two calendar years of the Agreement Start Date listed above
- (5) Agreement Ending Date: January 17, 2025
- (6) Total Agreement Amount: \$250,000
- (7) City's Project Manager: Tim Beaman
- (8) Consultant's Project Manager: James Thurber, CEG, CHG
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

ENGEO Incorporated
Attn: James Thurber, CEG, CHG
320 Goddard Way, Suite 100
Irvine, CA 92618

FOR CITY:

City of Oxnard
Attn: Tim Beaman, Supervising Civil Engineer
305 W Third Street
Oxnard, CA 93030

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

jthurber@engeo.com

CITY'S PROJECT MANAGER:

Timothy.Beamen@oxnard.org

The Agreement for Professional 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
- ☒ Rates and Costs Exhibit
- ☒ Prevailing Wages Exhibit
- ☒ Insurance Exhibit (INS-A)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL 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) Consultant" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant 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. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.
3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.
4. 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.
5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.
6. Invoices. Consultant 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.
7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant 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 Consultant 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 Consultant and its employees, agents and subcontractors. Consultant 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 Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
8. Non-Appropriation of Funds. Payments to be made to Consultant 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 and Department Director. Consultant hereby designates the person in the position listed in “(8) Consultant’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 Consultant.

10. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant’s staff who are assigned to perform the Services. Consultant 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 Consultant’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 Consultant’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. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant 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 Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant 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. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant. Consultant 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 Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Consultant shall include a copy of this Section 12 in all contracts with its subcontractors, and Consultant 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.

13. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant 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 Consultant, City shall pay Consultant 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 Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying (“design professional”) services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City’s officials, directors, officers, employees, and agents (collectively, “Indemnitees”) from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys’ fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any

person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

a. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. Insurance. Consultant 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 City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's 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 Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

16. Documents and Materials.

a. Upon full payment of monies owed, 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 Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered instruments of service and "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. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant 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 16.

b. Consultant 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 Consultant 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 Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of 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 incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to defend, indemnify, and hold harmless Consultant for any unauthorized reuse of Documents and Materials.

d. Consultant 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. Consultant 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. Consultant 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, Consultant, 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 16 shall survive the termination of this Agreement.

17. 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 Consultant or is developed by Consultant 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 Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (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 Consultant 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, Consultant 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. Consultant 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 Consultant. 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 Consultant in reliance on any Confidential Information disclosed under this Agreement.

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

18. Independent Contractor. Consultant 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 Consultant or any of its employees, except as stated in this Agreement. Consultant 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 Consultant, 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 Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant 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. Consultant and its employees are not employees of City. Consultant 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. Consultant 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. Consultant agrees to pay all required taxes on amounts paid to Consultant 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. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant'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 Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19. Nondiscriminatory Employment. Consultant 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. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

20. Consultant's Representations. Consultant represents and covenants that: a) Consultant 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 that will limit or prevent Consultant's full performance under this Agreement; c) Consultant 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.

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant

shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

22. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a “governmental decision” as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant 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 Consultant “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 Consultant has been retained pursuant to this Agreement.

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

24. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant’s personnel’s unique competence, experience and specialized personal knowledge. Consultant 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 Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

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

26. 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.

27. 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.

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

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

30. 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.

31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant 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.

32. 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.

33. 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 Consultant 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 Consultant, 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.

34. 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 relief 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.

35. 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) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

36. 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 Project Managers' emails listed in "(11) 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.

37. 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

ENGEO INCORPORATED

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

 12/14/2021

 Uri Eliahu, President² Date

 12/14/2021

 Lora Dominick, Treasurer Date

ATTEST:

 Rose Chaparro, City Date
 Clerk (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; 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

The scope of services for hydrogeological consulting services includes, but is not limited to, providing the necessary hydrogeological design, technical review, and hydrogeological consulting support services consistent with ongoing groundwater resource planning, development projects, and capital improvement programs. Consultation services shall include, but not be limited to, the following:

- 1) Preliminary Investigations - Review and assess existing data, reports, record documents relative to the project and conduct all necessary investigations and analyses required to identify and mitigate operational issues or impact design/construction including:
 - a) Regulatory/code and permitting requirements.
 - b) CEQA compliance.
 - c) Geotechnical investigation.
 - d) Review City well performance and groundwater water quality data.
- 2) Operations – Operational and technical support, evaluations, studies, and reporting, including, but not limited to:
 - a) Groundwater production strategy, particularly in response to Fox Canyon Groundwater Management Agency (FCGMA) changes in allocation.
 - b) Groundwater pumping and water quality.
 - c) Well production capabilities and limitations.
 - d) Groundwater recharge and indirection potable reuse.
 - e) Assessment of undocumented wells.
 - f) Urban Water Management Plan (prepared by others) and other planning documents.
 - g) FCGMA issues such as well boundaries, allocation, well abandonment procedures, conservation credits and conduct well maintenance and testing.
 - h) Aid in reviewing various City Water System Master Plan, Recycled Water Master Plan, Water Supply Assessments, Water Supply Verifications, and in commenting on groundwater related issues.
 - i) ASR Pilot Study consultation.
 - j) Well start-up and commissioning.
 - k) Develop standard operating procedures.
 - l) Develop maintenance protocol and procedures.
- 3) Permitting - Identify, coordinate, prepare, submit, and manage all required permits including, but not limited to:
 - a) California State Water Resources Control Board Division of Drinking Water
 - b) Regional Water Quality Control Board
 - c) Fox Canyon Groundwater Management Agency
 - d) Ventura County Watershed Protection District
 - e) County of Ventura
 - f) Calleguas Municipal Water District (CMWD)
 - g) United Water Conservation District (UWCD)
 - h) Environmental Protection Agency (EPA)
- 4) Design Services
 - a) Planning and conceptual design
 - b) Preliminary design and basis of design reports
 - c) Design drawings
 - d) Specifications
 - e) Bid item lists and cost estimates
- 5) Bid phase services

RATES AND COSTS EXHIBIT

Category	Billing Rate
Principal Hydrogeologist	\$260.00
Associate Geologist	\$250.00
Senior Geologist	\$210.00
Project Geologist	\$190.00
Staff Geologist	\$150.00
Graphics/CAD Specialist	\$170.00

Billing rates effective through the first year of the agreement. Any price increases, after the first year of the agreement, must be made to the City in writing to the City 60 days prior to effective date, and must be mutually agreed upon in writing between the Consultant and the City.

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is 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 currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day’s work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor’s employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors’ compliance with Chapter 1, the DIR’s rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors’ compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys’ fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

INSURANCE EXHIBIT

Exhibit INS-A

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be 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. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

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

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). 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. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council,

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

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

12/21

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE			ISSUE DATE (MM/DD/YY)		
PRODUCER			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
CODE SUB-CODE			COMPANIES AFFORDING INSURANCE COVERAGE		
INSURED			COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE		
			COMPANY LETTER B		
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS					
CERTIFICATE HOLDER CITY OF OXNARD Attn: 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 <u>30</u> 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	OTHER PROVISIONS																										
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE	☐ Claims Made Retroactive Date _____ ☐ Occurrence	COVERAGES <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;"></th> <th colspan="2" style="text-align: center;">LIABILITY LIMITS IN THOUSANDS \$</th> </tr> <tr> <th></th> <th style="text-align: center;">EACH OCCURRENCE</th> <th style="text-align: center;">AGGREGATE</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;">☐ GENERAL</td> <td></td> <td></td> </tr> <tr> <td style="padding: 2px;">☐ PRODUCTS/COMPLETED OPERATIONS</td> <td></td> <td></td> </tr> <tr> <td style="padding: 2px;">☐ PERSONAL & ADVERTISING INJURY</td> <td></td> <td></td> </tr> <tr> <td style="padding: 2px;">☐ FIRE DAMAGE</td> <td></td> <td></td> </tr> <tr> <td style="padding: 2px;">☐ _____</td> <td></td> <td></td> </tr> <tr> <td style="padding: 2px;">☐ _____</td> <td></td> <td></td> </tr> </tbody> </table>			LIABILITY LIMITS IN THOUSANDS \$			EACH OCCURRENCE	AGGREGATE	☐ GENERAL			☐ PRODUCTS/COMPLETED OPERATIONS			☐ PERSONAL & ADVERTISING INJURY			☐ FIRE DAMAGE			☐ _____			☐ _____		
	LIABILITY LIMITS IN THOUSANDS \$																										
	EACH OCCURRENCE	AGGREGATE																									
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☐ PERSONAL & ADVERTISING INJURY																											
☐ FIRE DAMAGE																											
☐ _____																											
☐ _____																											
CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (____) _____		In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows: 1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.																									
ENDORSEMENT HOLDER																											
CITY OF OXNARD Attn: 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: _____																									

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)	
NAMED INSURED		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____	
\$ _____ per accident, for bodily injury and property damage.			
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 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		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 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			

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: January 18, 2022
- (2) Consultant: Hopkins Groundwater Consultants, Inc.
- (3) Services: On-Call Hydrogeological Services
- (4) Schedule of Services: The Services must be completed within three calendar years of the Agreement Start Date listed above
- (5) Agreement Ending Date: January 17, 2025
- (6) Total Agreement Amount: \$250,000
- (7) City's Project Manager: Omar Castro
- (8) Consultant's Project Manager: Curtis Hopkins
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

FOR CITY:

Hopkins Groundwater Consultants, Inc.
Attn: Curtis Hopkins
PO Box 3596
Ventura, CA 93006

City of Oxnard
Attn: Omar Castro, Water Division Manager
305 W Third Street
Oxnard, CA 93030

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

Chop4@earthlink.net

CITY'S PROJECT MANAGER:

Omar.Castro@oxnard.org

The Agreement for Professional 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
- ☒ Rates and Costs Exhibit
- ☒ Prevailing Wages Exhibit
- ☒ Insurance Exhibit (INS-A)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL 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) Consultant" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant 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. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.
3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.
4. 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.
5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.
6. Invoices. Consultant 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.
7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant 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 Consultant 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 Consultant and its employees, agents and subcontractors. Consultant 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 Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
8. Non-Appropriation of Funds. Payments to be made to Consultant 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 and Department Director. Consultant hereby designates the person in the position listed in “(8) Consultant’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 Consultant.

10. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant’s staff who are assigned to perform the Services. Consultant 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 Consultant’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 Consultant’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. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant 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 Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant 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. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant. Consultant 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 Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Consultant shall include a copy of this Section 12 in all contracts with its subcontractors, and Consultant 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.

13. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant 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 Consultant, City shall pay Consultant 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 Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying (“design professional”) services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City’s officials, directors, officers, employees, and agents (collectively, “Indemnitees”) from and against any and all claims, demands, causes of action, damages,

injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

a. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. Insurance. Consultant 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 City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's 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 Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

16. 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 Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. 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. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant 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 16.

b. Consultant 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 Consultant 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 Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of 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 incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant 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. Consultant 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. Consultant 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, Consultant, 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 16 shall survive the termination of this Agreement.

17. 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 Consultant or is developed by Consultant 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 Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (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 Consultant 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, Consultant 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. Consultant 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 Consultant. 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 Consultant in reliance on any Confidential Information disclosed under this Agreement.

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

18. Independent Contractor. Consultant 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 Consultant or any of its employees, except as stated in this Agreement. Consultant 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 Consultant, 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 Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant 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. Consultant and its employees are not employees of City. Consultant 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. Consultant 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. Consultant agrees to pay all required taxes on amounts paid to Consultant 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. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant'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 Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19. Nondiscriminatory Employment. Consultant 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. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant 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 Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant 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.

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

22. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a “governmental decision” as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant 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 Consultant “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 Consultant has been retained pursuant to this Agreement.

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

24. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant 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 Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

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

26. 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.

27. 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.

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

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

30. 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.

31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant 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.

32. 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.

33. 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 Consultant 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 Consultant, 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.

34. 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 relief 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.

35. 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) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

36. 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 Project Managers' emails listed in "(11) 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.

37. 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

HOPKINS GROUNDWATER CONSULTANTS, INC.

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

Curtis Hopkins, President & Secretary² Date

Cheryl Hopkins, Vice President Date

ATTEST:

Rose Chaparro, City Date
Clerk (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; 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

The scope of services for hydrogeological consulting services includes, but is not limited to, providing the necessary hydrogeological design, technical review, and hydrogeological consulting support services consistent with ongoing groundwater resource planning, development projects, and capital improvement programs. Consultation services shall include, but not be limited to, the following:

- 1) Preliminary Investigations - Review and assess existing data, reports, record documents relative to the project and conduct all necessary investigations and analyses required to identify and mitigate operational issues or impact design/construction including:
 - a) Regulatory/code and permitting requirements.
 - b) CEQA compliance.
 - c) Geotechnical investigation.
 - d) Review City well performance and groundwater water quality data.
- 2) Operations – Operational and technical support, evaluations, studies, and reporting, including, but not limited to:
 - a) Groundwater production strategy, particularly in response to Fox Canyon Groundwater Management Agency (FCGMA) changes in allocation.
 - b) Groundwater pumping and water quality.
 - c) Well production capabilities and limitations.
 - d) Groundwater recharge and indirection potable reuse.
 - e) Assessment of undocumented wells.
 - f) Urban Water Management Plan (prepared by others) and other planning documents.
 - g) FCGMA issues such as well boundaries, allocation, well abandonment procedures, conservation credits and conduct well maintenance and testing.
 - h) Aid in reviewing various City Water System Master Plan, Recycled Water Master Plan, Water Supply Assessments, Water Supply Verifications, and in commenting on groundwater related issues.
 - i) ASR Pilot Study consultation.
 - j) Well start-up and commissioning.
 - k) Develop standard operating procedures.
 - l) Develop maintenance protocol and procedures.
- 3) Permitting - Identify, coordinate, prepare, submit, and manage all required permits including, but not limited to:
 - a) California State Water Resources Control Board Division of Drinking Water
 - b) Regional Water Quality Control Board
 - c) Fox Canyon Groundwater Management Agency
 - d) Ventura County Watershed Protection District
 - e) County of Ventura
 - f) Calleguas Municipal Water District (CMWD)
 - g) United Water Conservation District (UWCD)
 - h) Environmental Protection Agency (EPA)
- 4) Design Services
 - a) Planning and conceptual design
 - b) Preliminary design and basis of design reports
 - c) Design drawings
 - d) Specifications
 - e) Bid item lists and cost estimates
- 5) Bid phase services

RATES AND COSTS EXHIBIT

Project Fee Schedule

Labor Category

Expert Witness	\$ 590
Principal Professional	\$ 295
Associate Professional	\$ 240
Senior Professional	\$ 220
Project Professional	\$ 200
Staff Professional	\$ 165
Technician	\$ 140
(Prevailing Wage Projects Requiring Technician Labor 1.5 times normal rate)	
Draftsman/Illustrator	\$ 130
Word Processor	\$ 115

Other Expenses

Travel Expenses	Cost plus 15 percent
Reproduction Expenses	Cost plus 15 percent
Outside services and materials	Cost plus 15 percent
Vehicle Mileage	IRS Rate

Equipment Rental

	<u>Daily Rate</u>	<u>Weekly Rate</u>	<u>Monthly Rate</u>
MiniTROLL (data logger < 100 FT)	\$100	\$310	\$ 925
HERMIT 3000 (data logger)	\$125	\$400	\$1,200
Pressure Transducer (< 400 FT)	\$ 65	\$190	\$ 575
Pressure Transducer (< 1,000 FT)	\$ 95	\$300	\$ 900
Water Level Sounder or nitrogen tank	\$ 40	\$140	\$ 420
Stream Flow Meter	\$ 40	\$140	\$ 420
Grundfos RediFlo 2 Sample Pump	\$150	\$450	\$1,350
Trash Pump (3-inch dia. discharge)	\$ 65	\$260	\$ 780
HyDAC/Hanna (Ec, pH, temp. meter)	\$ 45	\$140	\$ 420
Horiba U-10 Water Quality Probe	\$ 75	\$260	\$ 780
YSI 556MPS Water Quality Probe	\$ 65	\$220	\$ 660
Rossum Sand Tester	\$ 30	\$ 75	\$ 225
Mud Parameter Test Kit	\$ 35	\$140	\$ 420
Drilling Fluid/Mud Press	\$ 45	\$180	\$ 540
MFI/SDI Test Kit	\$ 25	\$ 75	\$ 225
Truck Rental (3/4 ton)	\$100	\$600	\$2,400
Field Computer	\$ 50	-----	-----
Digital Camera	\$ 15	-----	-----
GA-52Cx Magnetometer	\$ 50	\$140	-----
Field Handheld GPS Unit	\$ 25	-----	-----
Water Quality Bailer (2")	\$ 45	-----	-----
Tedlar Gas Sample Bags	\$ 40	-----	-----
Nitrate or Chloride Field Test Kits	\$ 40	-----	-----
Electric Generator (220/110 W) (8 hr/day)	\$ 85	\$200	\$ 600
Electric Power Inverter (8 hr/day)	\$ 25	\$ 75	\$ 180
Downhole Video Camera (hand operated)	\$400	-----	-----
Metal Sample Sleeves (6-inch) per Sleeve	\$ 15	-----	-----

Billing rates effective through the first year of the agreement. Any price increases, after the first year of the agreement, must be made to the City in writing to the City 60 days prior to effective date. Any price increases must be mutually agreed upon in writing between the Consultant and the City.

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is 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 currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day’s work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor’s employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors’ compliance with Chapter 1, the DIR’s rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors’ compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys’ fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

INSURANCE EXHIBIT

Exhibit INS-A

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.
 - a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;
 - b. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"
 - c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.
 - d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.
2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be 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. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.
4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**
5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). 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. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council,

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

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

12/21

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE		ISSUE DATE (MM/DD/YY)	
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
CODE	SUB-CODE	COMPANIES AFFORDING INSURANCE COVERAGE	
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE	
		COMPANY LETTER B	
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.			
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY) POLICY EXPIRATION DATE (MM/DD/YY)
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.		GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY		COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM		EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY		STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession		Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant
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 <u>30</u> 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 FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____	
NAMED INSURED		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. Name: _____ Address: _____ Telephone: () _____	
\$ _____ per accident, for bodily injury and property damage.			
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

APPOINTMENT ITEMS AGENDA ITEM NO. L.1

DATE: January 18, 2022

TO: City Council

FROM: Alexander Nguyen, City Manager, (805) 385-7430, alexander.nguyen@oxnard.org

SUBJECT: Federal and State Legislative Update and Approval of Second Amendments to Federal and State Lobbyists Contracts. (20/15/15)

RECOMMENDATION

That the City Council:

1. Approve and authorize the Mayor to execute a Second Amendment with HROD, Inc., John R. O'Donnell (A-8049) for federal lobbyist services;
2. Approve and authorize the Mayor to execute a Second Amendment with Michael J. Arnold and Associates, Inc. (A-8050) for State lobbyist services; and
3. Receive and file a report on the City's legislative activity in 2021.

(Presentation will be live upon consultant's request.)

BACKGROUND

In coordination with the Office of the City Manager, HROD, Inc., John R. O'Donnell (MMO Partners) and Michael J. Arnold (Arnold and Associates) have continued to assist the City in developing and implementing effective federal and State advocacy strategies to increase funding opportunities and influence federal and State laws and policies as they relate to City priorities, programs, and operations.

The current agreements with MMO Partners and Arnold and Associates, agreement numbers A-8049 and A-8050, respectively, for lobbying services in Washington, D.C., and Sacramento, were extended on February 16, 2021, by a First Amendment, to January 13, 2024. Among the updates were an increase in both contracts' not-to-exceed amounts and a more focused priority list for each firm to work on during calendar year 2021.

The Second amendment before Council would not change the overall cost or expiration dates of the current agreements but would instead supplement their respective legislative priority areas for calendar year 2022.

MMO Partners

MMO Partners is a full-service government affairs firm with experience lobbying Congress and the executive branch. Staff at MMO Partners regularly provide legislative reports and representation with federal agencies, departments, and associations, which is critical to ensuring the advancement of the City's items of legislative importance.

2021 Federal Legislative Activity Highlights

- Coordinated support letters concerning the Halaco Superfund site to EPA and the City's federal representatives
- Communication with the U.S. Army Corps of Engineers Los Angeles District on the Santa Clara River Levee-1

- Wagon Wheel Village Development floodwall design communications with the Federal Emergency Management Agency
- American Rescue Plan Act of 2021

A full report of MMO Partners' activities in 2021 is attached to this report.

As part of the February 16, 2021, First Amendment to the MMO Partners agreement, the City directed MMO Partners to seek tangible progress in 2021 in:

1. Fully remediating the Halaco EPA Superfund Site; and
2. Completing the levee system impacting the City

For calendar year 2022, the City is expanding the existing scope of work for MMO Partners through the attached Second Amendment to include the following legislative priority:

1. Channel Islands Harbor Sea Walls

Arnold and Associates

Arnold and Associates is a full-service government affairs firm with experience lobbying State Legislators. Arnold and Associates meet weekly during the legislative session with the League of California Cities representatives and other municipal lobbyists in Sacramento. The firm also provides the City with comprehensive legislative monitoring and reviews all forms of legislation as the bills are introduced and amended. Bills of key interest to the City are forwarded to staff for additional review and analysis. Once a position is determined, staff advises Arnold and Associates, and the firm works to secure results beneficial to the City.

2021 State Legislative Activity Highlights

- Reviewed all newly introduced bills and the Governor's proposed budget
- Attended informational hearings related to housing and COVID-19
- Created new 2021 legislative status report
- Continuing communications with City staff on the Fox Canyon Groundwater Management Agency board and discussions with legislative representatives
- Tracked budget bill passage and provided budget updates, including funding on housing and homelessness
- Coordinated with new Assemblymember Bennett on issues important to the City
- Updated the City and coordinated with Senator Limon's office about the budget appropriation of \$5 million to the City for a full-service aquatics center in South Oxnard
- Prepared final legislative status report

A full report of Arnold and Associates' activities in 2021 is attached to this report.

As part of the February 16, 2021, First Amendment to the Arnold and Associates agreement, the City directed Arnold and Associates to seek tangible progress in 2021 in:

1. Fox Canyon Groundwater Management Agency board composition changes; and
2. Advocacy for local governance control.

For calendar year 2022, the City is expanding the existing scope of work for Arnold and Associates through the attached Second Amendment to include the following legislative priorities:

1. Channel Islands Harbor water quality; and

2. Direct funding to local governments to address the homelessness crisis

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 associated with the approval of the Amendments to the Agreements or receiving the 2021 federal and State legislative updates.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Adam Smith, Project Manager

ATTACHMENTS

1. Agreement No. A-8049 - MMO Partners
2. First Amendment - MMO Partners
3. Second Amendment - MMO Partners
4. 2021 Legislative Report - MMO Partners
5. MMO Partners Presentation
6. Agreement No. A-8050 - Arnold and Associates
7. First Amendment - Arnold and Associates
8. Second Amendment - Arnold and Associates
9. 2021 Legislative Report - Arnold and Associates
10. Arnold & Associates 1-18-22 Oxnard Presentation

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("**Agreement**") is made and entered into in the County of Ventura, State of California, this 3rd day of January, 2018, by and between the City of Oxnard, a municipal corporation ("**City**"), and HROD, Inc., John R. O'Donnell ("**Consultant**"). City and Consultant are sometimes individually referred to as "**Party**" and collectively as "**Parties**."

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

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

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

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in Exhibit A attached hereto and incorporated by this reference in full herein (the "**Services**"). In the event of any conflict between the terms of the Agreement and any exhibits or other incorporated document(s), the terms of the Agreement shall control.

2. Method of Performing Services

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

3. Standard of Performance

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

4. Nonexclusive Services

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

5. Coordination of Services

The Services shall be coordinated with Assistant City Manager ("**Manager**"), subject to the direction of the City Manager or Department Manager.

6. Place of Work

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

7. Correction of Errors

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

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates HROD, Inc., John R. O'Donnell as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of the Services, including a City business tax certificate.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall begin on January 14, 2018, and expire on January 13, 2021.

13. Termination

a. This Agreement may be terminated by City without cause if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant without cause if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$5,450.00 per month for the Services. In addition to the compensation provided above, the City shall reimburse Consultant's out-of-pocket reimbursable expenses which shall include all actual expenditures made by consultant in the interests of any services undertaken pursuant to the Agreement (not to exceed \$250.00 per month).

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

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or 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 Consultant, its employees, subcontractors, agents and subconsultants.

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

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

15. Method of Payment

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

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

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services.

17. Non-Appropriation of Funds

Payments to be made to Consultant by City for 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 appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("**documents and materials**") shall be the property of City and shall, upon completion of the Services or termination of this Agreement, be delivered to Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement.

Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

21. Hold Harmless, Indemnity and Defense

a. If Consultant provides any architectural, landscape architectural, engineering or land surveying services:

(1) Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the **"Indemnified Party"**) from and against all liabilities regardless of nature, type or cause to the extent that the liabilities arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, or its employees, agents or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, allegations, 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 (singularly a **"Claim"** and collectively the **"Claims"**).

(2) The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party to the extent required by the paragraph above immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. An allegation or determination that persons other than Consultant are responsible for the liability shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party to the extent required by the paragraph above. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party.

b. If Consultant does not provide any architectural, landscape architectural, engineering or land surveying services as the Services in this Agreement:

(1) To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless the Indemnified Party from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection

with Consultant's performance of this Agreement or Consultant's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all Claims. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

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

c. For services under both 21a and 21b, the review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

22. Insurance

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

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

c. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

23. Independent Contractor

a. City and Consultant agree that in the performance of the Services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

24. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

25. Conflict of Interest

If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a **"governmental decision"** as described in Title 2, section 18704 of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement.

26. Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

27. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

28. Fair Employment Practices

a. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

29. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

31. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

32. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

33. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the Services performed by Consultant pursuant to this Agreement.

34. Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

35. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

36. Counterparts

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 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.

37. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the Services rendered or the amount of Consultant's compensation, the dispute may be submitted to non-binding arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

38. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

39. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to HROD, Inc., John R. O'Donnell, 101 Constitution Avenue, N.W., Suite 825 East, Washington, D.C., 20001, Attention: John R. O'Donnell. Tax identification number EIN: 52-2294451.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Office of the City Manager, 300 West Third Street, Oxnard, California 93030, Attention: Jesus Nava, Assistant City Manager.

41. Amendment

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

42. Entire Agreement

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

[Signatures on next page]

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

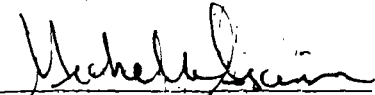
CITY OF OXNARD

CONSULTANT

 1/9/18
☐ Tim Flynn, Mayor (if agreement is \$250,000.01 or more) Date
☒ Scott Whitney, Interim City Manager (if agreement is \$25,000.01-\$250,000.00)
☐ Lisa Boerner, Purchasing Agent (if agreement is up to \$25,000.00)

HROD, Inc., John R. O'Donnell Date

ATTEST:

 1/10/18
 Michelle Ascencion, City Clerk Date
 (if agreement is \$250,000.01 or more)

APPROVED AS TO FORM:

 1/8/18
 Stephen M. Fischer, City Attorney Date
 (required for any agreement amount)

APPROVED AS TO CONTENT:

 1/3/2018
 Jesus Nava, Assistant City Manager Date
 (if agreement is \$25,000.01 or more)

APPROVED AS TO INSURANCE:

 1/8/18
 Mike More, Risk Manager (required for any agreement amount) Date

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; 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.

**PLEASE DO NOT
REMOVE THIS BOX**

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

CITY OF OXNARD

CONSULTANT

☐ Tim Flynn, Mayor (if agreement is \$250,000.01 or more) _____ Date _____

☒ Scott Whitney, Interim City Manager (if agreement is \$25,000.01-\$250,000.00)

☐ Lisa Boerner, Purchasing Agent (if agreement is up to \$25,000.00)

HROD, Inc., John R. O'Donnell

Date

ATTEST:

Michelle Ascencion, City Clerk
(if agreement is \$250,000.01 or more) _____ Date _____

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney
(required for any agreement amount) _____ Date _____

APPROVED AS TO CONTENT:

Jesus Nava, Assistant City Manager
(if agreement is \$25,000.01 or more) _____ Date 1/3/2018

APPROVED AS TO INSURANCE:

Mike More, Risk Manager (required
for any agreement amount) _____ Date _____

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; 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.

PLEASE DO NOT
REMOVE THIS BOX

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide the following services:

1. Provide a full range of advocacy services to influence the outcome of legislative and administrative actions affecting the interests of the City.
2. Review all bills introduced in the United States Congress.
3. Inform the City of all federal executive proposals, legislation of special interest, proposed and adopted administrative rules and/or regulations and other developments in Washington, D.C. and forward copies of all such items to City for review.
4. Serve as City's legislative representative in Washington, D.C.
5. Provide information and data pertaining to various federal issues and programs of interest to City.
6. Attend National League of Cities and the United States Conference of Mayors legislative briefings.
7. Track legislation on which the City has taken a position and provide periodic reports to the City as desired.
8. Arrange and coordinate meetings with members of Congress for City staff and elected officials when necessary and be prepared to participate as required.
9. Lobby on behalf of City sponsored legislation and on specific bills as directed by the City Manager's Office.
10. Counsel City Manager or other City personnel regarding appearances by City personnel before Congressional committees and federal administrative agencies, boards, commissions and arrange appointments and accommodations for City personnel as necessary.
11. Research and provide information/recommendations on:
 - (a) Federal agency and department regulations, guidelines, directives and other instruments of administrative policy.
 - (b) Funding opportunities for proposed City projects.
 - (c) Technical memoranda and reports impacting City operations.

12. Meeting with City representatives early during the Agreement term and participate in the development of a comprehensive plan for representation of the City during the term of the agreement.
13. Confer with Manager, and such other City personnel as City Manager may designate, at the times and places mutually agreed to by Manager and Consultant, on all organizational planning and program activities which have a bearing on the ability of City to make the best use of federal aid programs.
14. Review and comment on City's applications and proposals for submission to federal agencies for federal assistance.
15. Contact federal agencies on City's behalf when City financial aid applications are under consideration by federal agencies and undertake action necessary to obtain the most favorable considerations of such applications. City agrees that Consultant shall not be required to perform any legal, engineering, accounting or other similar professional service while providing the above-listed services on behalf of City.

EXHIBIT INS-B
INSURANCE REQUIREMENTS

FIRST AMENDMENT TO PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 13th day of January, 2021, by and between the City of Oxnard, a municipal corporation ("City"), and Michael J. Arnold ("Consultant"). This First Amendment amends the Agreement entered into on January 3, 2018, by City and Consultant.

City and Consultant agree as follows:

1. In Section 1 of the Agreement, the Scope of Services exhibit to the Agreement is supplemented with the attached Scope of Services Exhibit A1 attached hereto and incorporated herein by this reference into the Agreement.
2. In Section 12 of the Agreement, "January 13, 2021" is deleted and replaced with "January 13, 2024".
3. In Section 14(a) of the Agreement, the sentence "City agrees to pay Consultant in an amount not to exceed \$4,000 per month for the Services" is deleted and replaced with "City agrees to pay Consultant in an amount not to exceed \$288,000".
4. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

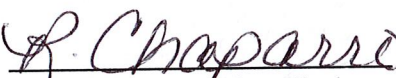
MICHAEL J. ARNOLD AND ASSOCIATES

 2-16-21
☒ John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ _____, Buyer

Michael J. Arnold, President Date

Kristian Foy, Vice President Date

ATTEST:

 2/16/21
Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

 2/16/2021
Stephen M. Fischer, City Attorney (always required) Date

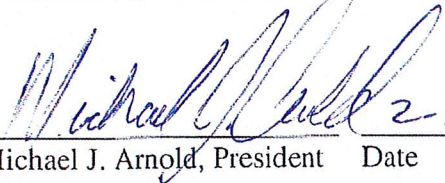
¹ The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.

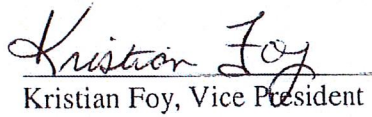
IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

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

MICHAEL J. ARNOLD AND ASSOCIATES

 2-17-21
Michael J. Arnold, President Date

 2/17/21
Kristian Foy, Vice President Date

ATTEST:

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

APPROVED AS TO FORM:

 2/16/2021
Stephen M. Fischer, City Attorney (always required) Date

¹ The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.

EXHIBIT A1

Advocate for all of the following legislative changes in calendar year 2021:

- Fox Canyon Groundwater Management Agency board composition changes; and
- Advocacy for local governance control.

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Second Amendment (“Second Amendment”) to the Agreement for Professional Services (“Agreement”) is made and entered into in the County of Ventura, State of California, this xx day of January, 2022, by and between the City of Oxnard, a municipal corporation (“City”), and HROD, Inc., John R. O’Donnell (“Consultant”). This Second Amendment amends the Agreement entered into on January 3, 2018, by City and Consultant. The Agreement previously has been amended on January 13, 2021, by a First Amendment.

City and Consultant agree as follows:

1. In Section 1 of the Agreement, the Scope of Services exhibit to the Agreement is supplemented with the attached Scope of Services Exhibit A2 attached hereto and incorporated herein by this reference into the Agreement.
2. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

HROD, Inc.

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

John R. O'Donnell, _____ Date
 Managing Partner

Kyriakos Pagonis, _____ Date
 Senior Associate

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 the amendment if the original contract and all amendments collectively total over \$200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.

EXHIBIT A2

In addition to legislative changes listed in Exhibit A1 of the Agreement, advocate for the following legislative priority in calendar year 2022:

- Channel Islands Harbor Sea Walls



January 3, 2021

To: Alex Nguyen, City Manager

From: John O'Donnell, Kyriakos Pagonis, Heather O'Donnell

Re: Report on 2021 Oxnard Federal Program Accomplishments

Background

In 2021, MMO Partners worked with Oxnard's Congressional delegation and Biden Administration to secure direct, flexible COVID 19 relief funding for the city. Oxnard received direct funding from the Local Fiscal Recovery Fund appropriated by the American Rescue Plan (P.L.117-2) and is eligible for competitive and formula funding from the Infrastructure Investment and Jobs Act (117-58) and earmarked funding in the FY22 appropriations bill.

The city received **\$29.5** million in American Rescue Plan (ARPA) funds in May 2021. Oxnard will receive an additional **\$29.5*** million in ARPA Coronavirus Local Fiscal Recovery Funds in May 2022. Under ARPA, the city also received:

- \$5** million in housing vouchers
- \$4.9** million in emergency rental assistance, and
- \$2.8** million in homeless assistance

MMO Partners had success assisting the city address its two priority 2021 federal project issues by working with the California Department of Toxic Substance Control (DTSC) and Environmental Protection Agency (EPA) to complete their analyses of options to remediate the Halaco site and working with the U.S. Army Corps of Engineers include funding in its FY22 budget to improve Santa Clara River Levee-1.

MMO Partners also worked with Congresswoman Brownley and Senators Dianne Feinstein and Padilla in the January to August period to include a Community Project Fund request in FY22 appropriations legislation. Congresswoman Brownley included a **\$500,000** FY22 appropriation to install a water transmission line in the House FY22 appropriations bill.

<https://juliabrownley.house.gov/community-project-funding-requests/>

* Local government funding provided under the Coronavirus Local Fiscal Recovery Fund is allocated in two tranches. The first 50% was provided in May 2021, and the second 50% is scheduled to be awarded in May 2022.

Halaco

The City and MMO partners worked with Senator Dianne Feinstein in 2007 to include language in the report to the FY08 appropriations act directing EPA to remove hazardous structures on the Halaco site. This was one of the first steps taken to have the federal government be more proactive in addressing the contamination at the Halaco site. The City's objective for 2021 was to engage with EPA and California Department of Toxic Substance Control (DTSC) to press them to conclude their remediation studies and provide a preferred alternative for remediating the site. MMO Partners made the city's Congressional delegation aware of the status of DTSC and EPA's studies and reported to Congressional staff that the agencies expected to make recommendations by mid-2022 for remediating the site. The Congressional delegation is prepared to work with EPA and Oxnard implement the best approach to remediating the Halaco property.

In September, MMO drafted a letter for the city to send the EPA Region 9 Administrator inquiring about the use of Infrastructure Investment and Job Act (IIJA) funds to assist in remediating the Halaco site. Ms. Deborah Jordan, Acting Region 9 EPA Director, responded to Mayor Zaragoza's September 7, 2021, letter on October 5, 2021. Ms. Jordan did not address the use of IIJA funds to address the cleanup but said

“... EPA is working to complete (an) investigation into the nature and extent of the Halaco site contamination. As part of that effort, we researched the re-use of site material as a potential component for our final cleanup. This option will be included as part of our Feasibility Study analyzing possible cleanup options. We anticipate completing the investigation and feasibility study reports and proposing a preferred alternative in mid to late 2022.”

In November, EPA Region 9 staff confirmed in a phone call with Oxnard City Manager, Alex Nguyen, the 2022 midyear timeframe for EPA to announce a preferred alternative for remediating the site.

Copies of Mayor Zaragoza's letter to Ms. Jordan were sent to Congresswoman Brownley, Senator Dianne Feinstein and Senator Alex Padilla. As mentioned previously, MMO Partners has kept the city's three Congressional delegation offices aware of the ongoing efforts to have EPA and DTSC conclude their analyses of the site contamination and select a preferred remediation plan, which is acceptable to the City of Oxnard. The city made a determined effort during 2021 to build a record of engagement with the agencies and Congressional delegation, which reflects the city's proactive interest and being a partner in the remediation of the site.

Santa Clara River Levee-1 (SCR-1)

In March, MMO Partners discussed the status of SCR-1 with the City Manager and Public Works Department in a virtual meeting. Following the virtual meeting discussion, MMO spoke with the Ventura County Watershed Protection District officials to better understand funding and programmatic issues related to improving the SCR-1.

MMO contacted the Army Corps of Engineers Los Angeles District in mid-March to inquire about the Corps plan seeking improvements to SCR-1. The Los Angeles District was pleased by the city's inquiry because it was concurrent with the Corps District office's proposal to Corps headquarters to fund the development of a project management plan (PMP) for SCR-1 in FY22. The Corps District office mentioned MMO could assist the District by communicating Oxnard's interest in funding the PMP to the city's Congressional delegation and request Congresswoman Brownley and Senators Feinstein and Padilla inform the Assistant Secretary of the Army for Civil Works (ASA-CW) of their interest in having SCR-1 PMP funding included in the Corps FY22 work plan. MMO drafted a letter for the Congresswoman Brownley to send to the Assistant Secretary of the Army for Civil Works requesting FY22 funding for the PMP. The Congresswoman sent a letter to the Assistant Secretary on October 8, 2021, requesting the PMP funding. MMO Partners also drafted a letter for Mayor Zaragoza to send Senators Feinstein and Padilla asking them to also contact ASA-CW to express their support for funding the PMP in the FY22 work plan. MMO followed up with the Senators' legislative staff in November to ensure the Senators would weigh in with the ASA-CW on the PMP funding.

MMO and city's Public Works Department maintained contact with Ventura County's Watershed Protection District during the year to ensure the county was aware of the city's effort to have the PMP funded in the FY22 work plan. The county is the official nonfederal project sponsor of SCR-1.

American Rescue Plan Act of 2021 (ARPA)

Oxnard's share of direct, flexible COVID-19 local fiscal recovery funds authorized by ARPA is **\$59.5 million**.

The bill provided additional fiscal assistance to Oxnard for the following programs:

A. Emergency Voucher Program - \$5 billion

Oxnard Housing Authority Received 46 Emergency Housing Vouchers

The Secretary of Treasury is directed to provide emergency rental assistance vouchers under subsection (a), which shall be tenant-based rental assistance under section 8(o). This provision applies to the City if it receives Housing Choice vouchers.

- (1) incremental emergency vouchers.
- (2) renewals of the vouchers;
- (3) fees for the costs of administering vouchers under subsection (b) and other eligible expenses defined by notice to prevent, prepare, and respond to coronavirus to facilitate the leasing of the emergency vouchers, such as security deposit assistance and other costs related to retention and support of participating owners; and;
- (4) adjustments in the calendar year 2021 section 8 renewal funding allocation, including main costs due to extraordinary circumstances or that, despite taking reasonable cost

savings measures, would otherwise be required to terminate rental assistance for families because of insufficient funding.

Qualifying Families

- (A) homeless (as such term is defined in section 103(a) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302(a));
- (B) at risk of homelessness (as such term is defined in section 401(1) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(1))); (C) fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or
- (D) recently homeless, as determined by the Secretary, and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability.

Timing and Formula Allocation

The Secretary shall notify public housing agencies of the number of emergency vouchers provided under this section to be allocated to the agency not later than 60 days after the date of the enactment of this Act, in accordance with a formula that includes public housing agency capacity and ensures geographic diversity, including with respect to rural areas, among public housing agencies administering the Housing Choice Voucher program.

B. **Homeless Assistance - \$5 billion. Oxnard received \$2.8 million**

The American Rescue Plan includes \$5 billion to help communities provide supportive services and safe, socially distant housing solutions, including purchase of properties like motels for use as non-congregate shelter, to protect the health of these families and individuals and help control transmission of coronavirus.

Eligible uses of funds include:

- (1) Tenant-based rental assistance.
- (2) The development and support of affordable housing pursuant to section 212(a) of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12742(a)) ("the Act" herein).
- (3) Supportive services to qualifying individuals or families not already receiving such supportive services, including—
 - (A) activities listed in section 401(29) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(29)).
 - (B) housing counseling; and

(C) homeless prevention services

(4) The acquisition and development of non-congregate shelter units, all or a portion of which may—

(A) be converted to permanent affordable housing;

(B) be used as emergency shelter under subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371-11378);

(C) be converted to permanent housing under subtitle C of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11381-11389); or

(D) remain as non-congregate shelter units.

Qualifying individuals or families include:

(1) homeless, as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302(a));

(2) at-risk of homelessness, as defined in section 401(1) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(1));

(3) fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, as defined by the Secretary;

(4) in other populations where providing supportive services or assistance under section 212(a) of the Act (42 U.S.C. 12742(a)) would prevent the family's homelessness or would serve those with the greatest risk of housing instability; or

(5) veterans and families that include a veteran family member that meet one of the preceding criteria.

Timing

HUD released ARP HOME allocations on April 8th.

C. Public Transit – Estimated Oxnard Urbanized Area Share is \$9,648,997 million

ARP provided \$26.09 billion to the Federal Transit Administration for grants to urbanized areas. The amount made available for these grants, combined with CARES Act and CRRSAA grants, ensures that urbanized areas receive 132 percent of their transit agencies' 2018 operating costs.

After making these apportionments, the Secretary of Transportation (Secretary) was directed to distribute excess funds to urbanized areas that did not receive an apportionment under the 132-percent operating cost threshold because they had received a greater percentage under prior COVID-19 § 5307 grants. These urbanized areas shall receive 25 percent of their transit agencies'

2018 operating costs. Finally, for agencies that had received CARES Act and CRRSAA grants totaling 130 to 132 percent of operating costs, these urbanized areas receive an additional 10 percent of their transit agencies' 2018 operating costs.

Timing

FTA released allocations on April 13, 2021.

D. Emergency Rental Assistance – \$18.6 billion. \$4.9 million for City of Oxnard

ARP provided \$18.6 billion for additional grants to state and local governments to receive direct allocation for financial assistance to renters experiencing hardship due to the COVID- 19 pandemic — with the aid to be used for rent payments, utility and energy bills, and other housing expenses. The total is \$1.4 billion more than the House bill, with the additional funds allocated to high-need states and localities i.e. states and localities that have many low-income renters paying more than 50% of income on rent as well as other adverse rental market and local employment conditions.

Funds may be used to provide 18 months of financial assistance under the same terms as the rental assistance grants authorized under December's covid relief package, with up to 10% of the funds received by a grantee to be used for case management and other supportive services and up to 15% used for administrative costs. Eligible grantees is the same as the December's covid package.

Timing

Under the measure, 40% of each grant recipient's allocation must be provided within 60 days of enactment, with subsequent disbursements available only after the recipient has disbursed more than 75% of their initial allocation. After March 31, 2022, HUD could reallocate unallocated funds to states that have met these criteria.

In addition to the direct funding provided to the city, the American Rescue Plan provides funding for other programs that could be leveraged by the city to implement programs including:

A. State Capital Projects Fund- \$10 billion

The bill includes Senate language that provides \$10 billion for a "Coronavirus Capital Projects Fund" to help states, territories and Tribal governments fund "critical capital projects" that directly enable work, education, and health monitoring (including remote options) in response to the pandemic. In particular, the fund is expected to be used for rural broadband infrastructure.

Under the bill, each state and D.C. would receive \$100 million, while the U.S. Territories would split \$100 million and Tribal governments and two Native Hawaiian programs splitting another \$100 million.

Of the remaining funds, 50% would be allocated to states based on total population, 25% based on the state's number of rural residents, and 25% based on the number of individuals with household incomes of below 150% of the federal poverty level.

B. Crisis Intervention – CAHOOTS - \$1 billion

The bill includes a provision that would allow state Medicaid programs to cover the costs of community based mobile crisis intervention services for individuals experiencing a mental health or substance use disorder crisis, the FMAP for that medical care would be increased to 85% for the first three years. States would be able to include the services under Medicaid for a total of five years (increasing direct spending by \$1.1 billion over 10 years, CBO estimates).

C. Homeowner Assistance - \$10 billion

The bill provides \$9.96 billion to establish a Homeowner Assistance Fund, which would award grants to state, territory, and tribal agencies to help struggling homeowners.

Grant recipients could use the funds to help in making mortgage payments, as well as to help homeowners pay flood insurance premiums, homeowners' association fees, utility bills, and other aid needed to prevent eviction, mortgage default, foreclosure, or the loss of essential utility services. Funds could also be used to reimburse state and local governments that have already used their own funds to provide similar assistance since January 2020.

Under the measure, at least \$50 million would be allocated to each state, the District of Columbia, and Puerto Rico, with the remaining funding to be allocated based on the number of unemployed individuals and the number of past-due mortgage payments in a state (the House bill originally guaranteed states minimum allocations of \$40 million). The measure sets aside \$30 million for U.S. territories other than Puerto Rico, and 5% of the total provided is reserved for payments to tribal governments. Funds must be distributed to eligible entities that request payment within 45 days of enactment. If states do not request funds within 45 days of enactment, the department may reallocate funds to other states within 180 days.

State housing finance agencies must allocate at least 60% of funds for homeowners whose incomes are less than the area median income for their household size, with remaining funds to be prioritized to socially disadvantaged individuals.

D. Water Utility Assistance - \$500 million

The bill provides \$500 million for Secretary of Health and Human Services for grants to States and Indian Tribes to assist low-income households, particularly those with the lowest incomes, that pay a high proportion of household income for drinking water and wastewater services, by providing funds to owners or operators of public water systems or treatment works to reduce arrearages of and rates charged to such households for such services. This funding is in addition to the \$638 million provided by the December Covid relief package.

Allocation

The Secretary shall allot amounts appropriated in this section to a State or Indian Tribe based on—

(A) the percentage of households in the State, or under the jurisdiction of the Indian Tribe, with income equal or less than 150 percent of the Federal poverty line; and

(B) the percentage of households in the State, or under the jurisdiction of the Indian Tribe, that spend more than 30 percent of monthly income on housing.

E. Economic Development - \$3 billion

The bill provides \$3 billion to the Economic Development Administration for Economic Adjustment Assistance. Of the funds provided by this section, 25 percent shall be for assistance to States and communities that have suffered economic injury because of job and gross domestic product losses in the travel, tourism, or outdoor recreation sectors.

Funds remain available until September 30, 2022. The bill does not stipulate a date by which EDA has to distribute funding. We recommend that the city work with local economic development partners. The City's EDA regional contact is Mr. Will Marshall wmarshall@eda.gov

F. FIRE Act Grants - \$300 million

ARP provides \$300 million to Federal Emergency Management Agency for fiscal year 2021, of which \$100,000,000 shall be for assistance to firefighter grants and \$200,000,000 shall be for staffing for adequate fire and emergency response grants. Funds remain available until September 30, 2025.

G. FTA Additional Assistance - \$2.2 billion

ARPA provides \$2,207,561,294 for grants to eligible recipients or subrecipients of funds under sections 5307 or 5311 of title 49, United States Code, that, because of COVID-19, require additional assistance for costs related to operations, personnel, cleaning, and sanitization combating the spread of pathogens on transit systems, and debt service payments incurred to maintain operations and avoid layoffs and furloughs.

FTA has 180 days to issue Notice of Funding Opportunity. Recipients must provide:

- Estimates of financial need;
- Data on reductions in farebox or other sources of local revenue for sustained operations; a spending plan for such funds; and
- Demonstration of expenditure of greater than 90 percent of funds available to the applicant from funds made available for similar activities in fiscal year 2020.

H. FEMA- \$50 billion

\$50B to FEMA's Disaster Relief Fund (reimbursement for activities including vaccination efforts, deployment of the National Guard, providing personal protective equipment for critical public sector employees, and disinfecting activities in public facilities such as schools and courthouses).

I. Paid Sick and Family Leave

The bill extends through Sept. 30, 2021, the refundable payroll tax credits for employers who provide paid sick and family leave to their employees (the credit is currently set to expire on March 31). It also increases from \$10,000 to \$12,000 per employee the amount of wages an employer may claim in a year.

Grants state and local governments as well as Federal governmental instrumentalities that are tax-exempt 501(c)(1) organizations the ability to access the paid sick time and paid family leave credits under the FFCRA.

J. Child Care - \$39 billion

The bill provides \$15.0 billion for the Child Care and Development Block Grant (CCDBG) program, which gives states, territories and tribes funding to provide direct financial assistance to low-income working families and families in job training or taking classes they can access and afford childcare. The grants can also be used to improve the quality of childcare for all children. It also provides \$35 million for technical assistance and research, as well as the administrative costs of the program.

It provides \$24.0 billion for childcare stabilization grants to states, with funds to then be awarded to qualified childcare providers that are either open or were closed for reasons related to the COVID-19 public health emergency. Grants to childcare providers would be based on operating expenses and could be used to cover personnel expenses, cleaning supplies and personal protective equipment, as well as mental health supports.

Under the measure, childcare providers that receive funds must certify that for the duration of the funding award they will implement coronavirus safety policies in line with guidance from state and local authorities as well as guidance from the Centers for Disease Control and Prevention; will pay full compensation to each employee; will provide relief from copayments and tuition payments for enrolled families; and will prioritize families struggling to make payments.

K. Digital Divide - \$7 billion

The bill appropriates \$7.2 billion for schools and libraries to buy and distribute Wi-Fi hotspots, modems, routers and other internet devices for students to use off-premises for schoolwork. (The House bill provided \$7.6 billion for the program.)

It creates an Emergency Connectivity Fund for the monies, which would be managed by the Federal Communications Commission. Funds would remain available through June 30 the year after the current COVID pandemic ends. The agency must provide 100% of the costs associated with eligible equipment and services, if the FCC determines that the costs are reasonable.

FY22 Appropriations – Oxnard Earmark Requests to California Congressional Delegation

In late February 2021, the House Appropriations Committee Chair, Congresswoman Rosa DeLauro, announced the committee would accept Community Project Fund requests from House members.

In her announcement, she told House members they would be limited to 10 project earmark requests, could submit earmarks for funding using just 33 federal program accounts and members would have to list project earmark requests on their House office website.

The Senate Appropriations Committee Chair, Senator Patrick Leahy, announced April 26, 2021, that the Committee would accept Member Designated Projects for the FY22 appropriations bill. Senator Dianne Feinstein and Senator Alex Padilla set their appropriations earmark request deadlines for May 5 and May 19 respectively. The following are the FY22 earmark requests by the city:

FY22 Appropriations

<u>Project</u>	<u>Amount</u>	<u>Subcommittee</u>	<u>Member</u>
Replacement of Water Transmission Line - Preliminary engineering	\$400,000	Interior and Environment State and Tribal Assistance Grant (EPA-STAG)	Brownley
Full Service Aquatic Center	\$5 million	Transportation-HUD EDI*	Feinstein Padilla
Mandalay Bay Seawalls	\$5 million	Homeland Security PDM**	Feinstein Padilla
Saviors Road Corridor	\$5 million	Transportation-HUD EDI	Feinstein Padilla
Halaco	\$5 million	Transportation-HUD EDI	Feinstein Padilla
Oxnard Arts Academy	\$1 million	Transportation-HUD EDI	Feinstein Padilla

*Economic Development Initiative **Pre-Disaster Mitigation Program

Congresswoman Brownley was able to include the City's request for preliminary engineering funding for a water transmission line in the House Appropriations bill. It was one of ten requests she was able to make for FY22 appropriations funding. Once the final FY22 appropriations bill is completed, the city will apply to EPA for the **\$500,000** to be use toward the installation of 17,500 feet of 45" diameter concrete mortar lined, coated and welded steel pipe to replace the existing concrete cylinder pipe currently exists. The project addresses the potential failure of the existing pipe from seismic activity. The transmission line is the sole connection to the State Water Project water in the region, which provides water to the City of Oxnard, the City of Port Hueneme, Naval Base Ventura County's two military installations, and the future tie-in for the City of Ventura.

Surface Transportation (Highway & Transit) Earmarks

Congresswoman Julia Brownley's appropriations deadline was March 31, 2021. She also set March 31st as the deadline for submitting highway earmark requests for the House surface transportation authorization bill. The Senate Environment and Public Works Committee, which has jurisdiction of federal highway legislation, did not make a similar announcement.

Congresswoman Brownley requested a **\$3 million** earmark in the House INVEST Act for U.S. 101/Del Norte Boulevard Interchange. No earmarks were included in the Infrastructure Investment and Jobs Act, which became the surface transportation reauthorization legislation in 2021.

2022 Federal Legislative Platform



City Council Meeting
January 18, 2022



[1]

Introduction

About Murray Montgomery O'Donnell (MMO) Partners

- Representing local governments in Washington, D.C. for over four decades.
- MMO partners and associates have over 170 years of combined experience working in and with local, state, and federal governments.
- Non-Partisan approach for success
- Annualized ROI for MMO clients

2

Analysis

Purpose for Establishing a Federal Legislative Platform

- Communicates the City's federal policy and project priorities to the public, CA Congressional Delegation, Congress and federal agencies.
- Provides guidance/direction to City staff and federal representatives regarding City's federal funding priorities.

[3]

Oxnard 2021 Federal Program Priorities

- Local Government COVID-19 Recovery Assistance
- Halaco Site Remediation
- Santa Clara River Levee-1 Improvements

4

2021 Highlights

Direct Covid Relief Funding

- **\$59** million for Oxnard (**\$29.5** million in American Rescue Plan (ARPA) funds in May 2021. Oxnard will receive an additional **\$29.5*** million in ARPA Coronavirus Local Fiscal Recovery Funds in May 2022.
- **\$5** million in housing vouchers
- **\$4.9** million in emergency rental assistance, and
- **\$2.8** million in homeless assistance
- **\$9.6** million Oxnard Urbanized Area Share

[5]

2021 Highlights Continued

Halaco Remediation

- IIJA includes \$3.5 billion for Superfund remediation
- Mayor Zaragoza letter to EPA Region IX regarding use of IIJA funding for Halaco
- EPA plans to release Feasibility Plan in mid/late 2022

[6]

2021 Highlights Continued

Santa Clara River Levee 1

- Corps District office's proposal to fund the development of a project management plan (PMP) for SCR-1 in FY22.
- Congressional Delegation letters prepared and sent to Corps supporting PMP request.
- Rep. Brownley sent support letter to Corps on October 8, 2021.
- Request pending completion of FY 22 Appropriations process – mid Feb 2022

[7]

2021 Highlights Continued

FY 22 Appropriations Requests

- Water Transmission Line - \$500k (Requested by Rep. Brownley and Included in House Interior bill)
- Other projects include: Aquatic Center, Halaco, Mandalay Bay Seawalls, Savior Roads Corridor, and Oxnard Arts Academy)
- Pending Congress approval of FY 22 Bill- mid February

[8]

2021 Highlights Continued

Infrastructure Investment and Jobs Act

- Rep. Brownley Requested \$3 million 101/Del Norte Boulevard Interchange
- \$351 billion for highway programs and \$108 billion for transit formula and competitive programs
- \$8b to address western water challenges – including recycled water
- \$55 billion for Clean/Drinking Water SRF
- \$65b for Broadband

[9]

Proposed Federal Priorities

- Mandalay Bay Seawalls
- Halaco Remediation
- SCR 1 Levee
- Infrastructure funding
- FY 23 Appropriations

[10]

QUESTIONS?

[11]

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“**Agreement**”) is made and entered into in the County of Ventura, State of California, this 3rd day of January, 2018, by and between the City of Oxnard, a municipal corporation (“**City**”), and Michael J. Arnold and Associates, Inc. (“**Consultant**”). City and Consultant are sometimes individually referred to as “**Party**” and collectively as “**Parties**.”

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

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

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

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in **Exhibit A** attached hereto and incorporated by this reference in full herein (the “**Services**”). In the event of any conflict between the terms of the Agreement and any exhibits or other incorporated document(s), the terms of the Agreement shall control.

2. Method of Performing Services

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

3. Standard of Performance

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

4. Nonexclusive Services

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

5. Coordination of Services

The Services shall be coordinated with Assistant City Manager (“**Manager**”), subject to the direction of the City Manager or Department Manager.

6. Place of Work

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

7. Correction of Errors

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

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Michael J. Arnold, as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of the Services, including a City business tax certificate.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall begin on January 14, 2018, and expire on January 13, 2021.

13. Termination

a. This Agreement may be terminated by City without cause if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant without cause if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$4,000 per month for the Services. In addition to the compensation provided above, the City shall reimburse Consultant's out-of-pocket reimbursable expenses which shall include all actual expenditures made by consultant in the interests of any services undertaken pursuant to the Agreement (not to exceed \$250.00 per month).

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

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or 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 Consultant, its employees, subcontractors, agents and subconsultants.

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

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

15. Method of Payment

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

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

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services.

17. Non-Appropriation of Funds

Payments to be made to Consultant by City for 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 appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("**documents and materials**") shall be the property of City and shall, upon completion of the Services or termination of this Agreement, be delivered to Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement.

Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

21. Hold Harmless, Indemnity and Defense

a. If Consultant provides any architectural, landscape architectural, engineering or land surveying services:

(1) Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the **"Indemnified Party"**) from and against all liabilities regardless of nature, type or cause to the extent that the liabilities arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, or its employees, agents or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, allegations, 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 (singularly a **"Claim"** and collectively the **"Claims"**).

(2) The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party to the extent required by the paragraph above immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. An allegation or determination that persons other than Consultant are responsible for the liability shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party to the extent required by the paragraph above. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party.

b. If Consultant does not provide any architectural, landscape architectural, engineering or land surveying services as the Services in this Agreement:

(1) To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless the Indemnified Party from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection

with Consultant's performance of this Agreement or Consultant's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all Claims. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

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

c. For services under both 21a and 21b, the review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

22. Insurance

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

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

c. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

23. Independent Contractor

a. City and Consultant agree that in the performance of the Services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

24. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

25. Conflict of Interest

If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a **"governmental decision"** as described in Title 2, section 18704 of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement.

26. Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

27. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

28. Fair Employment Practices

a. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

29. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

31. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

32. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

33. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the Services performed by Consultant pursuant to this Agreement.

34. Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

35. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

36. Counterparts

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 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.

37. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the Services rendered or the amount of Consultant's compensation, the dispute may be submitted to non-binding arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

38. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

39. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Michael J. Arnold and Associates, Inc., 1127 Eleventh Street, Suite 820, Sacramento, California 95814, Attention: Michael J. Arnold.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Office of the City Manager, 300 West Third Street, Oxnard, California 93030, Attention: Jesus Nava, Assistant City Manager.

41. Amendment

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

42. Entire Agreement

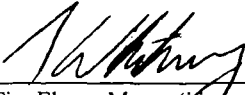
City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

[Signatures on next page]

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

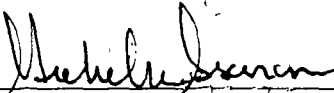
CITY OF OXNARD

CONSULTANT

 1/9/18
☐ Tim Flynn, Mayor (if agreement is \$250,000.01 or more) Date
☒ Scott Whitney, Interim City Manager (if agreement is \$25,000.01-\$250,000.00)
☐ Lisa Boerner, Purchasing Agent (if agreement is up to \$25,000.00)

Michael J. Arnold Date
 Michael J. Arnold and Associates, Inc.

ATTEST:

 1/10/18
 Michelle Ascencion, City Clerk Date
 (if agreement is \$250,000.01 or more)

APPROVED AS TO FORM:

 1/8/18
 Stephen M. Fischer, City Attorney Date
 (required for any agreement amount)

APPROVED AS TO CONTENT:

 1/3/2018
 Jesus Nava, Assistant City Manager Date
 (if agreement is \$25,000.01 or more)

APPROVED AS TO INSURANCE:

 1/8/18
 Mike More, Risk Manager (required Date
 for any agreement amount)

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; 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.

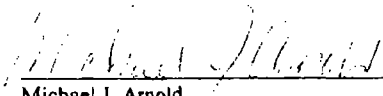
PLEASE DO NOT
REMOVE THIS BOX

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

CITY OF OXNARD

CONSULTANT

- ☐ Tim Flynn, Mayor (if agreement is \$250,000.01 or more) _____ Date _____
- ☒ Scott Whitney, Interim City Manager (if agreement is \$25,000.01-\$250,000.00) _____
- ☐ Lisa Boerner, Purchasing Agent (if agreement is up to \$25,000.00) _____

 1/4/18
 Michael J. Arnold
 Michael J. Arnold and Associates, Inc. _____ Date _____

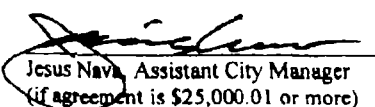
ATTEST:

Michelle Ascencion, City Clerk _____ Date _____
 (if agreement is \$250,000.01 or more)

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney _____ Date _____
 (required for any agreement amount)

APPROVED AS TO CONTENT:

 1/3/2018
 Jesus Nava, Assistant City Manager _____ Date _____
 (if agreement is \$25,000.01 or more)

APPROVED AS TO INSURANCE:

Mike More, Risk Manager (required _____ Date _____
 for any agreement amount)

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; 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.

**PLEASE DO NOT
REMOVE THIS BOX**

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide the following services:

1. Provide a full range of advocacy services to influence the outcome of legislative and administrative actions affecting the interests of the City.
2. Review all bills introduced in the California Legislature.
3. Inform the City of all legislation of special interest and forward copies of all such legislation to the City for review.
4. Serve as the Legislative Representative of the City in Sacramento.
5. Provide information and data pertaining to various state issues and programs of interest to the City.
6. Attend League of California Cities regular "City Representatives" briefings.
7. Track legislation on which the City has taken a position and provide periodic reports to the City as desired.
8. Prepare periodic reports to the City which summarize the Consultant's activities on behalf of the City which offer useful information on California legislature activity.
9. Arrange and coordinate meetings with legislators for City staff and elected officials when necessary and be prepared to participate as required.
10. Lobby on behalf of City sponsored legislation and on specific bills as directed by the Office of the City Manager.
11. Represent the City meetings with state agencies, boards, commissions and legislative bodies.
12. Research and provide information/recommendations on:
 - (a) State agencies and department regulations, guidelines, directives and other instruments of administrative policy.
 - (b) Funding opportunities for proposed City projects.
 - (c) Technical memoranda and reports impacting City operations.
13. Meeting with City representatives early during the Agreement term and participate in the development of a comprehensive plan for representation of the City during the term of the agreement.

EXHIBIT INS-B
INSURANCE REQUIREMENTS

FIRST AMENDMENT TO PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 13th day of January, 2021, by and between the City of Oxnard, a municipal corporation ("City"), and HROD, Inc., John R. O'Donnell ("Consultant"). This First Amendment amends the Agreement entered into on January 3, 2018, by City and Consultant.

City and Consultant agree as follows:

1. In Section 1 of the Agreement, the Scope of Services exhibit to the Agreement is supplemented with the attached Scope of Services Exhibit A(1) attached hereto and incorporated herein by this reference into the Agreement.
2. In Section 12 of the Agreement, "January 13, 2021" is deleted and replaced with "January 13, 2024".
3. In Section 14(a) of the Agreement, the sentence "City agrees to pay Consultant in an amount not to exceed \$5,450.00 per month for the Services" is deleted and replaced with "City agrees to pay Consultant in an amount not to exceed \$392,400".
4. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

HROD, Inc.

☒ John C. Zaragoza, Mayor ¹ ☐ Alexander Nguyen, City Manager ☐ Daniel Willhite, Purchasing Manager ☐ _____, Buyer	Date <u>2-16-21</u> _____ John R. O'Donnell, Managing Partner _____ Kyriakos Pagonis, Senior Associate _____ Date
--	---

ATTEST:


 Rose Chaparro, City Clerk
 (only if Mayor signs)

Date 2/16/21

APPROVED AS TO FORM:


 Stephen M. Fischer, City
 Attorney (always required)

Date 2/16/2021

¹ The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.

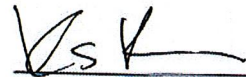
IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

HROD, Inc.

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

 3/2/21
John R. O'Donnell, _____ Date
Managing Partner

 3/2/21
Kyriakos Pagonis, _____ Date
Senior Associate

ATTEST:

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

APPROVED AS TO FORM:

 4/16/2021
Stephen M. Fischer, City _____ Date
Attorney (always required)

¹ The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.

EXHIBIT A1

Advocate for all of the following legislative changes in calendar year 2021:

- Fully remediating the Halaco EPA Superfund Site; and
- Complete levee system impacting the City

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Second Amendment (“Second Amendment”) to the Agreement for Professional Services (“Agreement”) is made and entered into in the County of Ventura, State of California, this xx day of January, 2022, by and between the City of Oxnard, a municipal corporation (“City”), and Michael J. Arnold (“Consultant”). This Second Amendment amends the Agreement entered into on January 3, 2018, by City and Consultant. The Agreement has previously been amended on January 13, 2021, by a First Amendment.

City and Consultant agree as follows:

1. In Section 1 of the Agreement, the Scope of Services exhibit to the Agreement is supplemented with the attached Scope of Services Exhibit A2 attached hereto and incorporated herein by this reference into the Agreement.
2. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

MICHAEL J. ARNOLD AND ASSOCIATES

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

Michael J. Arnold, President Date

Kristian Foy, Vice President Date

ATTEST:

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

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.

EXHIBIT A2

In addition to legislative changes listed in Exhibit A1 of the Agreement, advocate for the following legislative priorities in calendar year 2022:

- Channel Islands Harbor water quality
- Direct funding to local governments to address homeless crisis

CITY OF OXNARD

Arnold and Associates, Inc. - 2021 Legislative Activity Statements

January 2021 Legislative Activity Statement:

Reviewed all newly introduced bills. Reviewed Governor's proposed budget. Provided analysis and updates. Monitored the return of the Legislature at the beginning of the month. Attended informational hearings related to housing and COVID-19.

February 2021 Legislative Activity Statement:

Reviewed all newly introduced bills. Bill introduction deadline was February 19. Created new 2021 legislative status report (Isr) and sent it to the City for review. Monitored the discussion and passage of the economic stimulus package – early budget actions. Continued to watch budget hearings and informational hearings regarding homelessness, housing and vaccines.

March 2021 Legislative Activity Statement:

Started tracking bills set for hearing and budget sub-committee hearings. Updated the City on new procedures for the policy committees due to continued corona virus shutdowns and quarantines. Continue to track Executive Orders and updates regarding the corona virus, county tiers, and vaccines. Budget updates and updates regarding possible recall election of Governor Newsom.

April 2021 Legislative Activity Statement:

Conference call with Adam Smith, Project Manager for City Manager's Office and Shiri Klima, Deputy City Manager, regarding City's 2021 legislative priorities and the Fox Canyon Groundwater Management Agency board composition changes to allow for more local government input by the City of Oxnard. Discussions with Legislative representatives about priority issues. Continue to update the City on issues related to the COVID-19 crisis. Working with Legislators and city staff for budget funding requests to state.

May 2021 Legislative Activity Statement:

Reviewed all bills amended this month, forwarded copies of relevant amendments, tracked legislation and updated positions as needed. Engaged in discussions with Oxnard legislative delegation staff regarding budget items. Updated information about the May Revision to the state budget. Monitored policy committee hearings and budget deliberations. In-depth discussion with City staff regarding the Fox Canyon Groundwater Management Agency (GMA) governance structure.

June 2021 Legislative Activity Statement:

Reviewed all bills amended this month, forwarded copies of relevant amendments, tracked legislation, and updated positions as needed. Monitored via remote broadcast all budget hearings and legislative hearings. Tracked budget bill passed on June 14th. Sent budget updates. Reviewed funding for homelessness and housing included in the initial budget. Continued to track revisions to the budget and ongoing discussions between the Legislature and the Governor regarding a final budget deal. Coordinated with new Assembly Member Bennett on issues important to the City of Oxnard.

ATTACHMENT 8

City of Oxnard – 2021 Legislative Activity Statements, Continued:

July 2021 Legislative Activity Statement:

Updated the City about the budget appropriation of \$5 million to the City of Oxnard for a full-service aquatics center in South Oxnard. Coordinated with Senator Limon's office regarding the \$5 million appropriation. Reviewed all bills amended this month, forwarded copies of relevant amendments, tracked legislation and updated positions as needed. Monitored final passage of budget trailer bills and implementation of the State Budget.

August 2021 Legislative Activity Statement:

Reviewed all bills amended this month, forwarded copies of relevant amendments, tracked legislation and updated positions as needed. Worked on getting the \$5 million appropriation sent to Oxnard. Worked with State Controller's office on distribution of the money. Monitored bills in both Appropriations Committees. Reviewed bills passed from suspense file to the floor of Senate and Assembly. Meeting with Senator Bennet regarding Fox Canyon Groundwater Management Agency. Conference call with Oxnard staff to discuss legislative fix for 2022.

September 2021 Legislative Activity Statement:

Reviewed all bills currently on the Governor's desk. Forwarded copies of relevant bills, tracked legislation and updated positions as needed. Reviewed bills as they were chaptered or vetoed by the Governor. Continued discussions with Senator Bennet's office and Oxnard staff regarding Groundwater Management Agency. Monitored Informational hearings during legislative recess.

October 2021 Legislative Activity Statement:

Reviewed all bills for Governor's final action on the bills. Forwarded copies of relevant chaptered and vetoed bills, tracked legislation and updated positions as needed. Prepared final legislative status report that shows final location of all the bills we tracked this year. Sent final LSR to Oxnard. Monitored Informational hearings during legislative recess.

November 2021 Legislative Activity Statement:

Monitored several informational hearings related to education, health, and other issues. Updated the City regarding the projections for the 2022-2023 state budget and fiscal outlook from the Legislative Analyst's Office. Reviewed all two- year bills. Prepared for the January 3rd start of the second half of the two-year legislative session.

City of Oxnard

Sacramento Update January 18, 2022



Arnold & Associates

Michael Arnold
Legislative Advocate

Kristi Arnold Foy
Legislative Advocate
& Legal Counsel

Recap of Last Year

- ▶ First year of the 2021-2022 Session
- ▶ COVID-19
- ▶ 2020 State budget deficit = **-\$54 B**
- ▶ 2021 State budget surplus = **+\$100 B**
- ▶ Governor Newsom Recall Election

3

How We Work

- ▶ Review every bill introduced and amended
- ▶ Track bills important to Oxnard
- ▶ Testify in committees on key bills – remote
- ▶ Work with coalition partners
 - ▶ The League of California Cities...
- ▶ Monitor state agencies/boards

4

Very Modified Session

- Limited number of bills allowed to move
- Committee hearings consolidated
- Remote testimony with limited access to the Capitol

5

End of Session

- Session ended Friday September 10th
- End was very quiet and calm not like last year that was chaotic and crazy
- Recall election was September 14th
- Governor had until October 10th to take final action on bills

6

2021 Key Bills

Tracked over 96 bills

Key Issues:

- Economic stimulus package
- Homelessness
- Housing
- Vaccines
- Brown Act – remote meetings

7

Budget Appropriation

- ▶ City of Oxnard was awarded \$5 million for a full-service aquatics center in South Oxnard.
- ▶ Coordinated with Senator Limon's office regarding the grant money.

8

Other bills

- ▶ See the legislative status report (LSR), chaptered bill report, veto report
- ▶ To get more details click the bill links on the LSR
- ▶ LSRs are updated on a daily basis

9

2022 Legislative Year

- Legislature returned January 3rd
- Second year of 2-year session
- January will be fast start with hearings for 2-year bills
- New bills will be introduced
- January 10 - Governor Newsom will release his proposed budget

10

Key Issues for 2022

- Multibillion-dollar budget surplus
- COVID vaccine mandates / testing requirements
- Crime
- Housing
- Climate change
- Unemployment insurance fund
- Homelessness

11

2022 Elections

- June 2022 Primary – November 2022 Governor Election
- Redistricting from the 2020 census numbers
- CA lost population – lost 1 congressional seat
- Redistricting Commission –new maps for next 10 years
- December – maps finalized
- Initial filling for 2022 Primary election has started

12

Legislative Structure



Two houses – Assembly (80) and Senate (40)

13

Term Limits

- ▶ 12 years total
- ▶ Six 2-year terms in Assembly
- ▶ Three 4-year terms in Senate
 - ▶ Or any combination of that to equal 12 years
- ▶ Governor – Two 4-year terms

14

Oxnard Representation

- ▶ Assembly District - Incumbents
 - ▶ 37 – Steve Bennett (D) 2032
 - ▶ 44 – Jacqui Irwin (D) 2026
 - ▶ New = AD 38

15

Oxnard Representation

- ▶ Senate District Incumbent
 - ▶ even seats up this year
 - ▶ SD19 – Monique Limon (D) 2028
 - ▶ New = SD 21 (2024 election)

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Tools to Stay Updated

- ✓ State site - www.leginfo.legislature.ca.gov - look up bills, research laws, find your legislator
- ✓ Legislative Analyst Office - www.lao.ca.gov
- ✓ Secretary of State- www.sos.ca.gov – ballot initiatives

17

Thank You

Arnold and Associates

Legislative Advocates and Consultants

(916) 446-2646 ♦ Fax: (916) 446-6095
1127 11th Street, Suite 820,
Sacramento, CA 95814

Michael Arnold – MArnold@MJArnold.com
Kristi Arnold Foy – KFoy@MJArnold.com

18



CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS AGENDA ITEM NO. M.1

DATE: January 18, 2022

TO: City Council

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

SUBJECT: A request approval of a General Plan Amendment to change the 2030 General Plan land use designation of a 7.61-acre site located along the south side of Fifth Street at the intersection of Portofino Place (south of the Oxnard Airport) (APNs: 185-0-221-025, 185-0-221-265, and 185-0-223-015) from Business Research Park (BRP) to Residential Medium (RM) (PZ 20-620-02), a Zone Change from Business Research Park to Multiple-Family (R-2) (PZ 20-570-02), and a Tentative Subdivision Map (Tract No. 6064) for condominium purposes (PZ 20-300-02) to allow for the construction of 90, two-story condominium dwelling units and associated site improvements; adoption of an Addendum to the previously adopted Mitigated Negative Declaration; and approval of an Affordable Housing Agreement. (0/10/10)

RECOMMENDATION

That the City Council:

1. Conduct a public hearing; and
2. Adopt a resolution adopting an Addendum to the previously adopted Mitigated Negative Declaration (MND) 2004-11; and
3. Adopt a resolution approving Planning and Zoning Permit No. 20-620-02 (General Plan Amendment) to change the land use designation of the project site from Business Research Park (BRP) to Residential Medium (RM), and
4. Introduce an Ordinance for first reading (by title only, waiving further reading), approving Planning and Zoning Permit No. 20-570-02 (Zone Change) to change the zoning of the project site from Business Research Park to Multiple-Family (R-2), and
5. Adopt a resolution approving Planning and Zoning Permit No. 20-300-02 (Tentative Subdivision Map for Tract No. 6064), subject to certain findings and conditions, and
6. Approve an Affordable Housing Agreement.

(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/daAoe1o_Ffo

BACKGROUND

EXECUTIVE SUMMARY

The City Council is being asked to approve a General Plan Amendment to change the 2030 General Plan land use designation of a 7.61-acre site located along the south side of Fifth Street at the intersection of Portofino Place (south of the Oxnard Airport) (APNs: 185-0-221-025, 185-0-221-265, and 185-0-223-015) from Business Research Park (BRP) to Residential Medium (RM) (PZ 20-620-02), a Zone Change to change the zoning of the project site from Business Research Park to Multiple-Family (R-2) (PZ 20-570-02), and a Tentative Subdivision Map (Tract No. 6064) for condominium purposes and to combine three existing lots into two lots (PZ 20-300-02). Approval of these requests would allow for the construction of 90, two-story condominium dwelling units with attached 2-car garages, 222 total visitor parking spaces, a common swimming pool and playground, 3,281 square-foot recreation building, entry gates and perimeter walls, private roads, detention basins, landscaping and associated site improvements approved by the Planning Commission with Special Use Permit (PZ 19-500-04), subject to the City Council approving the the General Plan Amendment, Zone Change and Tentative Subdivision Map.

BACKGROUND

Prior to 2004, the 17-acre project site had a 2020 General Land Use designation of Business Research Park (BRP) and was zoned BRP. Attachment A includes a regional location and vicinity map, an aerial photo of the project site and surrounding area, and an Oxnard General Plan and zoning designation map. In 2004, the Council approved a General Plan Amendment and Zone Change to designate 7.885 acres of the 17-acre project site as residential. At that time, just south of the subject site, Council approved a Tentative Subdivision Map and Special Use Permit for the construction of a 41 single-family residential subdivision. Based on the 2004 project approval, the 2020 General Plan land use designation and zoning for the remaining 7.61 acres was to be changed to Commercial General and General Commercial (C-2) through a separate General Plan Amendment and Zone Change application, but the applicant did not proceed with the application and it remained BRP.

On March 19, 2019, a Pre-Application (PZ 18-600-02) was presented to the City Council requesting that the City Council review and provide preliminary comments on:

A Pre-Application to construct a 90-unit residential project, inclusive of an office/gym/pool building; associated parking spaces; and children's play area; and

The applicant's request to pay the City's affordable housing in-lieu fee instead of constructing the affordable housing units onsite.

At the meeting, the majority of the City Council members generally found the residential project to be acceptable at the site. However, the majority of discussion centered on the affordable housing in-lieu fee request. The City Council collectively commented that the fees were too low and residential projects should include affordable housing units onsite given the affordable housing in-lieu fee. The City Council had not previously supported developers' request to pay the affordable housing in-lieu fees based on the lower affordable housing in-lieu fee payments, and instead, the City Council directed applicants to construct the affordable units onsite.

On November 18, 2021, the Planning Commission conducted a public hearing to review the proposed Project. The Planning Commission voted 6:1 to approve the Special Use Permit (Attachment B) for the development of the 90 condominium units and associated improvements, subject to the City Council approving the the General Plan Amendment, Zone Change and Tentative Subdivision Map, and recommended that the City Council adopt the Addendum No. 1 to the previously adopted Mitigated Negative Declaration (MND) 2004-11 (Attachment C), and approve the General Plan Amendment (Attachment D), Zone Change (Attachment E) and Tentative Subdivision Map (Attachment F). At the public hearing, four members of the public spoke before the Planning Commission stating that the proposed Project should be required to install a traffic light at the intersection of Fifth Street and Portofino Place. Staff from the Traffic and Transportation Division attended the meeting and indicated that it was not anticipated that the additional traffic generated by the Project will require an upgrade of traffic control at the intersection of Fifth Street and Portofino Place. The November 18, 2021, Planning Commission Staff Report is attached to this staff report as Attachment G.

With the Planning Commission's approval of the project on November 18, 2021, the items before the City Council are the General Plan Amendment, Zone Change, Tentative Subdivision Map Tract No. 6064, and Affordable Housing Agreement.

DISCUSSION

Project Description

The project includes a General Plan Amendment request to change the 2030 General Plan land use designation of the project site from Business Research Park (BRP) to Residential Medium (RM) (PZ 20-620-02), a Zone Change to change the zoning of the project site from Business Research Park to Multiple-Family (R-2) (PZ 20-570-02), a Tentative Subdivision Map (Tract No. 6064) for condominium purposes and to combine three existing lots into two lots (PZ 20-300-02), and an Affordable Housing Agreement. Please see the reduced Project plans (Attachment H) for more details.

Existing & Surrounding Land Uses

The Project area is a rectangular 7.61-acre, flat site that is bisected by Portofino Place. The western half of the Project site has a land area of approximately 4.88 acres and the easterly half has a land area of 2.73 acres and both sections are vacant and undeveloped. The Project site is surrounded by Fifth Street and industrial uses to the north of the Project site. The Oxnard Airport is located immediately to the north of industrial land use. Juan Lagunas Soria Elementary School is located to the east of the Project site. A recently constructed car wash business is located to the west of the Project site. The Project site is surrounded immediately to the south by a 41 single-family residential subdivision and a 101 multiple-family subdivision.

Oxnard Airport

As detailed in the Final MND 2004-11, the modified project site is located in the Oxnard Airport Sphere of Influence, which limits the structural coverage to 25 percent. The proposed project is designed to not exceed the 25 percent allowable site coverage. Additionally, the modified project would be required to implement Mitigation Measures G-2 and K-1 of the Addendum MND 2004-11 to avoid conflicts with airport compatibility requirements by providing necessary buffers as well as filing with and undergoing review by the Federal Aviation Administration. The modified project would also be required to comply with all zoning, land use, and development regulations applicable to the project site. With implementation of Mitigation Measures G-2 and K-1 from the 2004 MND and compliance with applicable regulations, the modified project would not result in new or substantially more severe impacts associated with applicable land use, habitat conservation, or natural community conservation plans, or dividing an established community. As such, no additional mitigation measures would be required for the proposed project.

2030 General Plan and Zone Ordinance Consistency

The City's 2030 General Plan land use designation for the project site is BRP. A General Plan Amendment (GPA) is proposed to change the land use designation from BRP to Residential Medium. A corresponding Zone Change is also proposed to change the zoning from Business Research Park to Multiple-Family (R-2). The proposed GPA to Residential Medium and corresponding Zone Change will allow the property to be developed with the proposed 90-unit condominium project (with a density of 12 units per acre), which is allowable under the R-2 development standards on approval of a Special Use Permit (OCC Section 16-42). With approval of the Zone Change to R-2 zone (Multiple-Family), the project would be consistent with the amended 2030 General Plan land use map and land use designations and standards (Goals and Policies, Sections 3.3 and 3.5). West Fifth Street at this location is a designated scenic corridor which requires a landscaped buffer of at least 30 feet in accordance with 2030 General Plan Policy CD-9.4 (View Corridor Preservation). The project has been designed to include a 30-foot landscape buffer along the entirety of the West Fifth Street frontage. The project's consistency review with 2030 General Plan policies is included as Attachment I and finds the project consistent with General Plan policies. A complete zoning conformance analysis is provided as Attachment J.

In addition to the R-2 development standards, City Council Resolution No. 7658 provides advisory standards that are intended to encourage amenities that enhance the livability of condominiums but are not mandatory (Attachment K). OCC Chapter 16, Division 2 outlines development standards for attached dwelling units for any new attached multi-family residential project of six or more units. The attached dwelling unit development standards are required for structures that contain six or more units. The project proposes 45 duplex structures for a total of 90 residential units under a condominium map. As such, the attached dwelling unit development standards do not apply to this project because there are no proposed structures that contain six or more units. The project is designed to meet the R-2 development standards and meets all but one (required dimensions for private patios) of the advisory standards identified within City Council Resolution No. 7658. A complete City Council Resolution No. 7658 Consistency Table analysis is provided as

Tentative Subdivision Map

Tentative Map No. 6064 is requested for subdividing the existing 7.61 project site (three parcels) for condominium purposes into two lots. Lot 1 will be improved with 60 units, gated entry, swimming pool and playground area, parking and associated site improvements. Lot 2 will be improved with 30 units, gated entry, recreational building, parking and associated site improvements. Even though the subdivision is bisected by Portofino Place, tract conditions as outlined in the Project approval documents will be applied to both lots as one entity and the subdivision will be governed by a single homeowner's association. Residents will have access to both lots and enjoy amenities offered throughout the project site.

The proposed subdivision is consistent with the Subdivision Map Act, City Code Chapters 15 (Subdivisions) and 16 (Zoning Ordinance). The R-2 zoning and 2030 General Plan allow one unit per 3,500 square feet, which equates to 94 dwelling units on the property, specifically, multi-family units. The proposed subdivision, inclusive of the 90 condominium units, swimming pool and playground, recreational building, property/private walls, 7-foot entry gates, landscaping, parking, sidewalks are consistent with the policies and provisions of the 2030 General Plan because the proposed land use, and density of the project is of a multi-family use, which is an allowed use pursuant to the Residential Medium land use designation identified in the 2030 General Plan.

Circulation and Parking

Access to the proposed project will be primarily from driveways established from Portofino Place off of Fifth Street. Two additional driveways will be created on Fifth Street but will be gated and controlled to the right turn in and out with emergency access only. Fifth Street westbound traffic would utilize the existing dedicated left turn pocket to access Portofino Place. Eastbound traffic on Fifth Street will be able to access the project site.

Based upon trip generation estimates from the Institute of Traffic Engineers (ITE), the proposed 90 dwelling units of the project may generate approximately 665 vehicles a day with 51 AM and 62 PM vehicles respectively. The total exiting AM and entering PM vehicles during these peak hours are approximately 40 vehicles, resulting in less than 1 vehicle per minute average. The addition of these vehicles throughout the day and during the peak periods is not anticipated to exacerbate current conditions at the primary access intersection of 5th Street and Portofino Place. Additional access to/from the project site will be accommodated through access to the south of the project and distribution of project traffic along Dunkirk to other signalized access points on Patterson Road. It is not anticipated that the additional project traffic added to Portofino Place will require upgrade of traffic control at the intersection with 5th Street.

Since the adoption of the 2004 MND, the CEQA statute and guidelines have been revised to require evaluation of impacts on the local transportation and circulation system on the basis of vehicle miles traveled (VMT). The City of Oxnard has not adopted any specific significant thresholds related to VMT. The total VMT associated with commercial development under the original project as well as the residential development under the modified project was estimated using CalEEMod. Based on the CalEEMod analysis, the commercial development under the original project would result in annual VMT of 5,172,230. The modified project would result in a substantially reduced annual VMT of 1,812,497, or an average daily VMT of 4,966 (annual VMT divided by 365 days per year). The close proximity to schools and retail businesses promotes shorter trip lengths for vehicles because of the infill nature of the proposed project.

Therefore, the modified project would result in a net overall decrease in VMT rather than development of the project site under the Dunkirk Drive, Tract Number 5640 Project, resulting in a less than significant transportation impact. Therefore, the proposed project would not create a new significant transportation impact related to VMT that is not identified in the 2004 MND. The 2004 MND does not include any mitigation measures for potential impacts related to increases in VMT, and no such measures are required for the modified project.

Each residential unit is designed with an attached 2-car garage on the ground floor. Each unit will have two parking spaces on the driveway, since parking on private streets will not be allowed. The project is required to provide 60 parking spaces; however, the project will provide 222 visitor parking spaces.

Affordable Housing

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 as defined in California Health and Safety Code Section 50079.5. The Project complies with this requirement by designating 9 units (10% of 90 units) distributed throughout the project as low income, affordable. The project has been conditioned to offer three (3) three-bedroom units and two (2) two-bedroom units for rent or sale to households with annual incomes at or below fifty percent (50%) of AMI for Ventura County. Additionally, two (2) two-bedroom units and two (2) three-bedroom units must be offered for rent or sale to households with annual incomes at or below eighty percent (80%) AMI for Ventura County. Prior to offering the Affordable Units for rent, the Developer and Owner must submit to the Housing Director the proposed rental amounts for the affordable rental units for review and approval.

Affordable Housing Agreement

The City's Inclusionary Housing Ordinance has two sets of requirements for rental and for sale projects. The project is proposing a Tentative Subdivision Map for the purposes of a condominium map where the developer will retain sole ownership of the development and will offer the units for rent. Since the development is seeking a Tentative Subdivision Map for the purposes of a condominium project, the existing project is required to provide the required number of affordable units based on a for-sale project even though the developer intends to operate the project as a for-rent development. City staff (City Attorney, Housing and Community Development) and the developer negotiated a tentative agreement (subject to City Council approval) in order to create a specific mechanism for the developer or successor to comply with the City's Inclusionary Housing Ordinance. The agreement outlines specific steps to be followed before the developer sells one or more of the parcels of the project to a third party. The agreement intends to protect future tenants and creates an orderly process that ensures that the affordable units are offered to the families the units are intended to shelter, whether it is a rental or for-sale unit. The agreement is included in the staff report as Attachment M.

Public Input

This Project is located within the Sea View Estates Neighborhood. The applicant mailed notices of the Community Workshop meeting to all property owners within the Sea View Estates Neighborhood, and the project was presented at the April 20, 2020 Community Workshop. Members of the public raised questions regarding the installation of a traffic signal at the intersection of Portofino Place and Fifth Street, airport compatibility, traffic gridlock during school hours, new traffic traveling along Dunkirk Drive and adequate parking. The majority of the Community Workshop participants felt the project was adequate at the site, but were concerned about the potential impact this project might have on existing traffic conditions. Staff received a petition critical of the project from a member of the community. The petition is provided in Attachment N. Additionally, the Project was reviewed by the Planning Commission on November 18, 2021. Seven members of the public participated in the public hearing, and again raised questions regarding the installation of a traffic signal at the intersection of Portofino Place and Fifth Street, grading difference between the project and one specific property, solar panel requirements, traffic gridlock during school hours, new traffic traveling along Dunkirk Drive and adequate parking.

ENVIRONMENTAL REVIEW

In 2004, an MND (No. 04-11) was prepared to evaluate the 2004 Dunkirk Drive Project which consisted of commercial development on a 7.6-acre portion of the project site as well as residential development on an adjacent 10-acre property to the south of the site ("original project"). The Initial Study and Mitigated Negative Declaration (MND 2004-11) from 2004 determined that the project would not have a significant impact if the mitigation measures described in the MND were incorporated into the project.

An environmental consultant, under the supervision of Planning Division staff, has prepared Addendum No. 1 to the approved Final MND 2004-11 to evaluate potential environmental impacts of the proposed Project (see Attachments O and P). The Addendum reviews the potential impacts on the sixteen environmental issues studied in the previously adopted IS/MND. The Addendum compares the environmental effects of the current proposed project to the effects of the project approved in 2004. Addendum No. 1 to the Final MND 2004-11 was prepared pursuant to the requirements of the California Environmental Quality Act (CEQA, Public resources Code § 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines. The City of Oxnard is the Lead Agency. Addendum No. 1 is appropriate pursuant to CEQA Guidelines § 15164 since only minor changes and additions to Final MND 2004-11 are necessary to address the Project

changes and no circumstances exist calling for the preparation of an additional CEQA document pursuant to CEQA Guidelines § 15162 and 15163.

Section 15164(d) (“Addendum to an EIR or Negative Declaration”) of the CEQA Guidelines states: “The decision-making body shall consider the addendum to the final EIR or adopt a negative declaration prior to making a decision on the project”. The Final MND 2004-11, as updated by, and inclusive of, the Addendum, concludes that the proposed project would not create any new significant impacts or increase the severity of impacts beyond those identified in the previously adopted Final MND 2004-11. Consistent with State Law, Addendum No. 1 does not require public circulation because it does not provide significant new information that changes the Final MND 2004-11 in a way that deprives the public of a meaningful opportunity to comment upon a substantial adverse environmental effect of the Project or a feasible way to mitigate or avoid such an effect.

All mitigation measures included in the adopted Final MND 2004-11 and Addendum No. 1 have been included as conditions of approval in the project Resolutions.

STRATEGIC PRIORITIES

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 General Plan Amendment, Zone Change, Tentative Subdivision Map Tract No. 6064, and Affordable Housing Agreement 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 90 residential condominium units will generate property taxes to the City.

COMMITTEE OUTCOME

This project did not originate in one of the City Council Committees. This is a Public Hearing and was heard by the Planning Commission on November 18, 2021; therefore, this item did not originate in Committee. The Planning Commission took action and adopted Resolution Nos. 2021-40 through 2021-44 recommending that the City Council approve the Project, subject to certain findings and conditions.

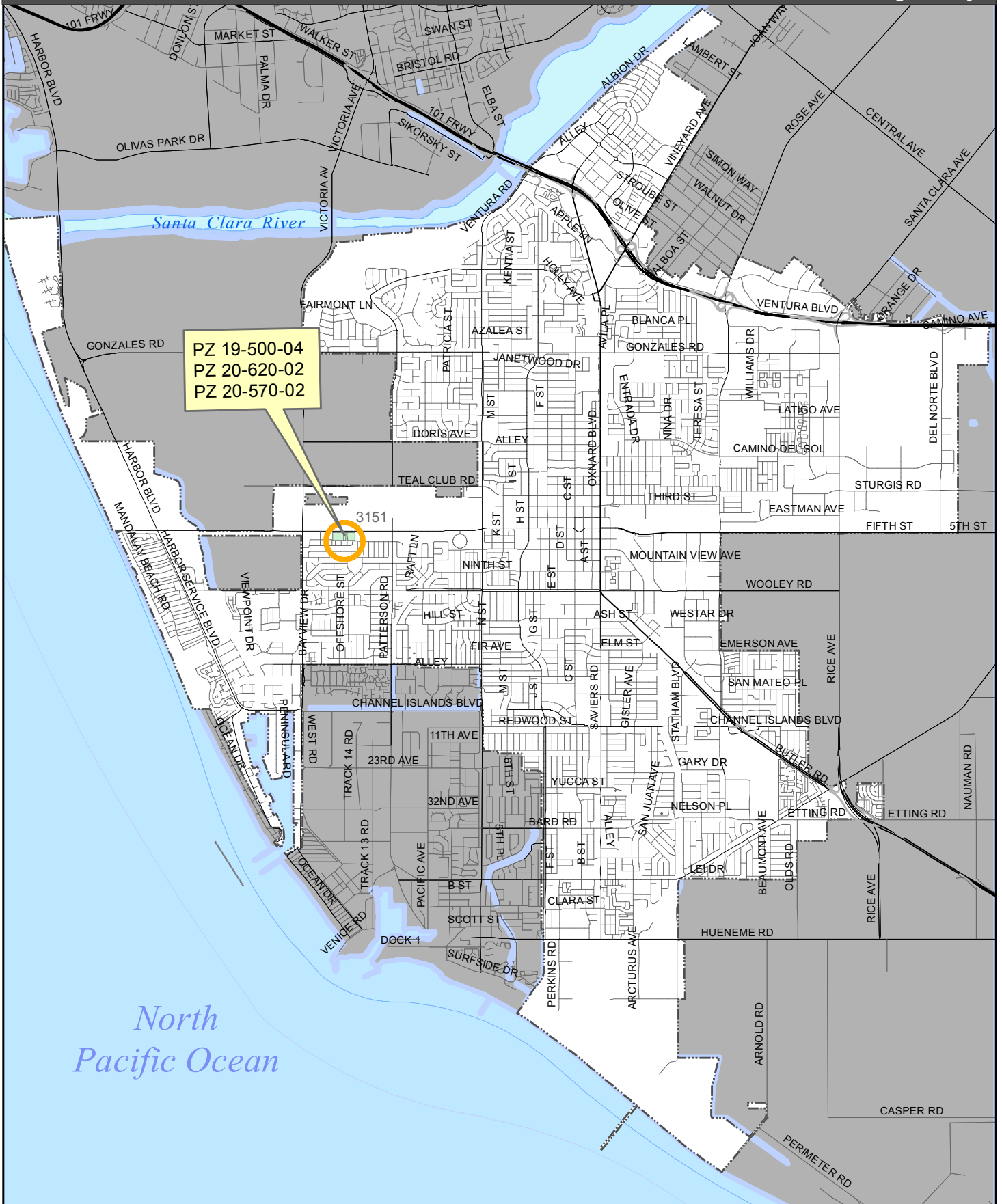
Prepared by: Isidro Figueroa, Principal Planner

ATTACHMENTS

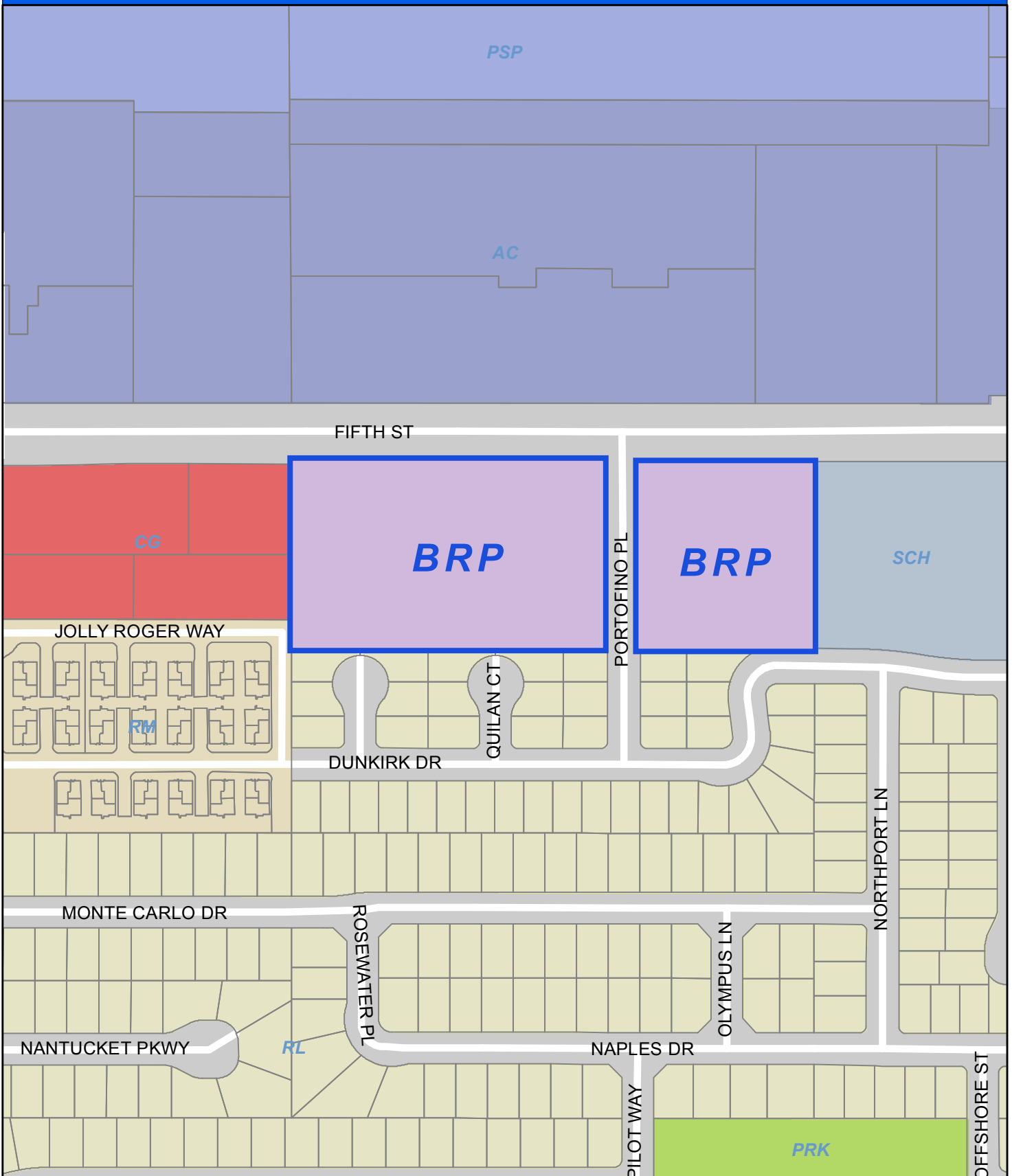
1. Attachment A -Vicinity, General Plan, and Zoning Maps and Aerial Photo
2. Attachment B _ Planning Commission Resolution 2021-44 (Special Use Permit)
3. Attachment C _ Planning Commission Resolution 2021-40 (Addendum to Final MND 2004-11)
4. Attachment D _ Planning Commission Resolution 2021-41 (General Plan Amendment)
5. Attachment E _ Planning Commission Resolution 2021-42 (Zone Change)
6. Attachment F _ Planning Commission Resolution 2021-43 (Tentative Subdivision Map)
7. Attachment G _ Planning Commission Staff Report _ 11.18.21
8. Attachment H _ Reduced Tentative Subdivision Map No. 6064, and Project Renderings (2)
9. Attachment I -General Plan Consistency Analysis
10. Attachment J - Zoning Compliance Table
11. Attachment K-City Council Resolution No. 7658
12. Attachment L _ City Council Resolution No. 7658 Consistency Table
13. Attachment M _ Draft Affordable Housing Agreement (2)
14. Attachment N-Petition Received
15. Attachment O-Addendum No. 1 to Final MND 2004-11

16. Attachment P-Final MND 2004-11
17. Attachment Q-Resolution 2021-XX (Addendum to Final MND 2004-11)
18. Attachment R-Resolution 2021-XX (General Plan Amendment)
19. Attachment S _ Zone Change Ordinance (1)
20. Attachment T-Resolution 2021-XX (Tentative Subdivision Map)
21. Attachment U _ Presentation _ Portofino (1)

Vicinity Map

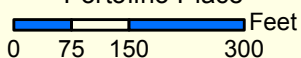


2030 General Plan Land Use Map



Oxnard Planning
November 2, 2021

PZ 19-500-04, 20-620-02, 20-570-02)
Location: Fifth & Portofino
APN: 185022102, 185022126, 185022301
Portofino Place

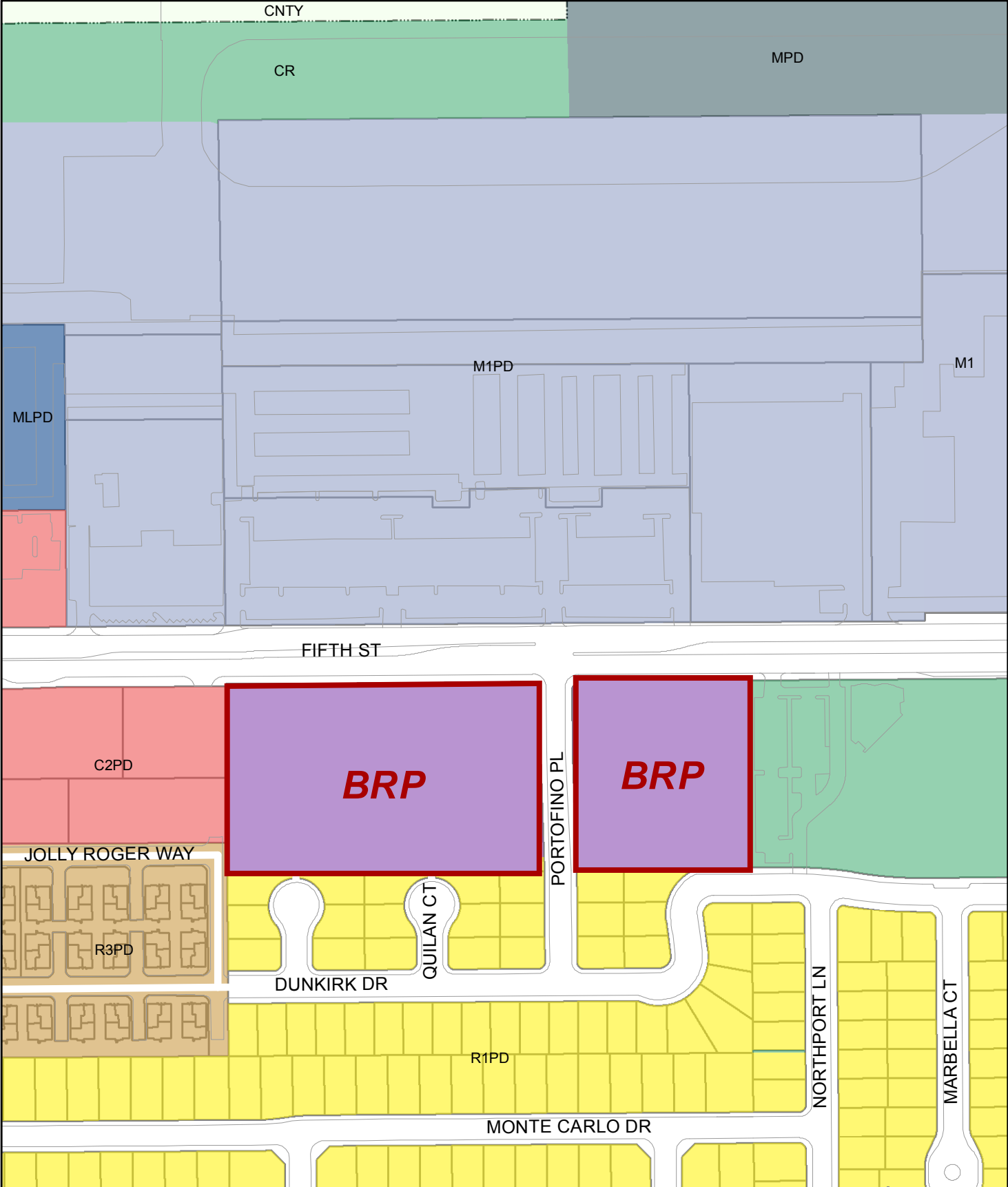


2030 General Plan Land Use Map



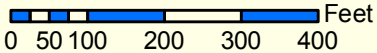
1:3,000

Zoning/Specific Plan Map



CITY OF
OXNARD
CALIFORNIA
Oxnard Planning
October 12, 2021

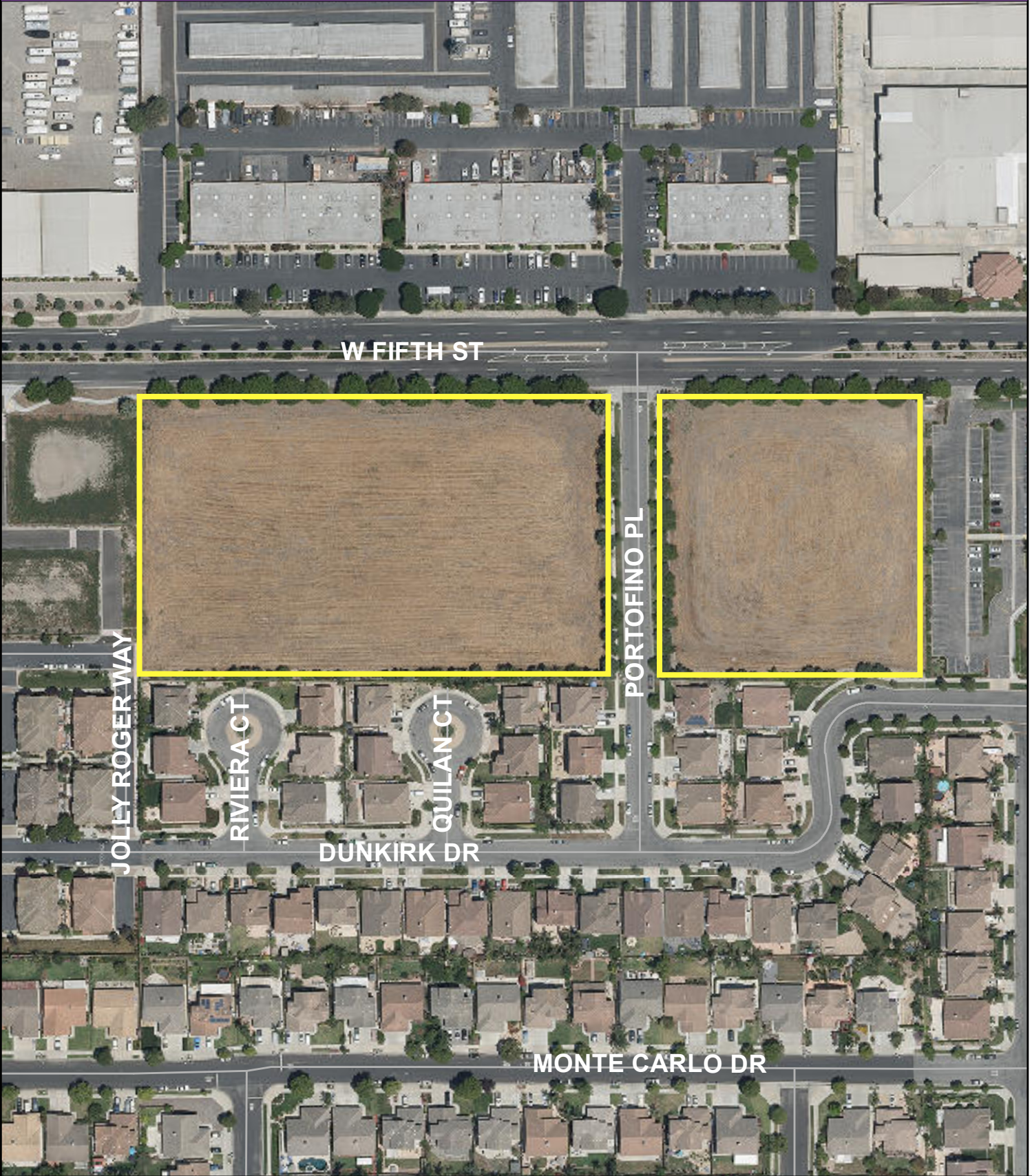
PZ 20-200-18
Location: 613 S C Street
APN: 2020133020



Zoning/Specific Plan Map

A north arrow pointing upwards, with 'N' at the top, 'S' at the bottom, 'E' on the right, and 'W' on the left.

1:3,000



CITY OF OXNARD CALIFORNIA Oxnard Planning November 2, 2021	PZ 19-500-04, 20-620-02, 20-570-02 Location: Fifth & Portofino APN: 185022102, 185022126, 185022301 Portofino Place 0 37.5 75 150 225 300 Feet	Aerial Map	
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RESOLUTION NO. 2021-44

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 20-500-04 (SPECIAL USE PERMIT) TO ALLOW THE CONSTRUCTION OF 90, TWO-STORY CONDOMINIUM DWELLING UNITS EACH WITH ATTACHED 2-CAR GARAGES, 214 TOTAL VISITOR PARKING SPACES, COMMON SWIMMING POOL AND PLAYGROUND AREA, 3,281 SQUARE-FOOT RECREATION BUILDING, ENTRY GATES AND PERIMETER WALLS, PRIVATE ROADS, DETENTION BASINS, LANDSCAPING AND ASSOCIATED SITE IMPROVEMENTS ON A 7.61-ACRE SITE LOCATED ALONG THE SOUTH SIDE OF FIFTH STREET AT THE INTERSECTION OF PORTOFINO PLACE (APNs: 185-0-221-025, 185-0-221-265, AND 185-0-223-015), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY THE LAW OFFICE OF K.M. NEISWENDER, P.O. BOX 1225, BLUE JAY, CA 92317, THE APPLICANT.

WHEREAS, the Law Offices of K.M. Neiswender filed entitlement applications with the City of Oxnard on November 7, 2019, General Plan Amendment (PZ 20-620-02), Zone Change (PZ 20-570-02), Special Use Permit (PZ 19-500-04), and a Tentative Subdivision Map (PZ 20-300-02); and

WHEREAS, if the aforementioned entitlement applications are collectively approved by the City of Oxnard, the project would be permitted to develop a 7.61 acre project site with 90, two-story condominium dwelling units each with attached 2-car garages, 214 total visitor parking spaces, common swimming pool and playground area, 3,281 square-foot recreation building, entry gates and perimeter walls, private roads, detention basins, landscaping and associated site improvements at the subject project site (APNs: 185-0-221-025, 185-0-221-265, AND 185-0-223-015) (“Project”); and

WHEREAS, on November 18, 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. 19-500-04 (Special Use Permit) to allow the construction of 90 two-story condominium dwelling units each with attached 2-car garages, 214 total visitor parking spaces, common swimming pool and playground area, 3,281 square-foot recreation building, entry gates and perimeter walls, private roads, detention basins, landscaping and associated site improvements on a 7.61-acre site located along the south side of Fifth Street at the intersection of Portofino Place (APNs: 185-0-221-025, 185-0-221-265, AND 185-0-223-015) in the Oxnard Seaview Estates neighborhood (the “Project”) in accordance with Section 16-531 of the Oxnard City Code; and

WHEREAS, the Project was initially reviewed by the City Council as a Pre-Application (PZ 18-600-02) on March 19, 2019, where the City Council discussed the ability for the project to incorporate inclusionary housing on the project site instead of requesting to pay the affordable housing in-lieu fee payment; and

WHEREAS, the Project applicant mailed notices to all property owners within the Seaview Estates neighborhood and presented the project at the April 20, 2020 Community Workshop; and

Whereas, on November 9, 2004, pursuant to the California Environmental Quality Act (Pub. Res. Code § 21000 et seq.: “CEQA”) and the State Guidelines for Implementation of CEQA (14 Cal. Code Regs. § 15000 et seq.: “State CEQA Guidelines”), the City Council adopted a Mitigated Negative Declaration for The Dunkirk Drive Project (MND 2004-11); and

Whereas, the MND adequately addressed and mitigated the potential environmental impacts associated with the Dunkirk Drive project, which included a General Plan Amendment, Zone Change, Tentative Subdivision Map and Planned Residential Group/Special Use Permit for commercial development on a 7.6-acre portion of the project site as well as residential development on an adjacent 10-acre property to the south of the site; and

Whereas, the MND was not legally challenged and thus is presumed valid in accordance with Public Resources Code section 21167.2 and section 15367 of the State CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.); and

Whereas, the City is the lead agency for purposes of the project pursuant to Public Resources Code section 21067; and

Whereas, pursuant to CEQA, when taking subsequent discretionary actions in furtherance of a project for which an MND has been approved, the Lead Agency is required to prepare an Addendum to a previously approved MND if some changes or additions to the MND are necessary but none of the conditions described in State CEQA Guidelines Section 15162 calling for preparation of a subsequent MND have occurred; and

Whereas, the Planning Division evaluated the project by preparing an Addendum, and based on that Addendum, and all other information in the administrative record, has determined that none of the circumstances identified in State CEQA Guidelines Section 15162 have arisen as a result of the project, and that an Addendum to the Final MND 2004-11 for the Dunkirk Drive project is appropriate to analyze the reasonably foreseeable environmental impacts of the modified project; and

Whereas, Addendum No. 1 to Final MND 2004-11 is attached to the staff report in is incorporated by reference; and

Whereas, Addendum No. 1 to Final MND 2004-11 has been provided to and has been reviewed by the Planning Commission in connection with the previously approved MND 2004-11, which is available for inspection at City Hall and is posted on the City’s website, and are incorporated herein by reference; and

Whereas, pursuant to State CEQA Guidelines section 15164, subdivision (c), the Addendum is not required to be circulated for public review, but can be attached to the adopted MND 2004-11; and

WHEREAS, in accordance with the California Environmental Quality Act, the Planning Commission considered the proposed Addendum to a previously adopted Final MND 2004-11 before making its recommendation, finds on the basis of the whole record before it (including the initial study and adopted MND 2004-11) that with the previously adopted Mitigation Monitoring/Reporting Program is included in MND 2004-11 document and incorporated by reference in this and related resolutions and permits and imposition of mitigation measures as conditions of approval, there is no substantial evidence that the project will have a significant effect on the environment, further finds that the Addendum to the previously adopted MND 2004-11 reflects the independent judgment of the City, and recommends that the City Council adopt the Addendum to the previously adopted MND 2004-11; and

WHEREAS, the Planning Commission is concurrently recommending the City Council approve a General Plan Amendment request that the 2030 General Plan Land Use Map change the land use designation of the subject project site from Business Research Park to Residential Medium (PZ 20-620-02), a Zone Change for the project site from Business Research Park to Multiple-Family (R-2) (PZ 20-570-02), a Tentative Subdivision Map (Tract No. 6064) for condominium purposes and to combine three existing lots into two lots (PZ 20-300-02); and a Special Use Permit (PZ 19-500-04) for the construction of 90, two-story condominium dwelling units and associated site improvements on a 7.61-acre site; and

WHEREAS, the Project has been reviewed by the Development Advisory Committee (DAC) on December 18, 2019, February 24, 2021 and May 12, 2021, and the DAC has prepared conditions of approval for the project that are incorporated within the recommended entitlements; and

WHEREAS, the Planning Commission has held a public hearing at which it received and considered oral and written testimony on Addendum to the previously adopted Mitigated Negative Declaration No. 2004-11 for the proposed project; and

WHEREAS, the comments of the Planning Commissioners, members of the public, and interested groups and agencies have been adequately responded to; and

WHEREAS, the Planning Commission finds after due study and deliberation that it is a reasonable exercise of the City's police powers to condition the project to ensure the continued health, safety, and welfare of the public by providing housing opportunities inclusive of 9 affordable low income housing units for the residents of the City of Oxnard; and

WHEREAS, the Special Use Permit is consistent with the policies and directives in the 2030 General Plan and Zoning Ordinance to allow development to those areas that can be served by existing or planned utilities, transportation, and service systems. If the associated General Plan Amendment (PZ 20-620-02) and Zone Change (PZ 20-570-02) requests are adopted, the proposed Special Use Permit will not represent a significant change in the 2030 General Plan and Zoning Ordinance nor does it result in significant new environmental impacts that have not been previously evaluated; and

WHEREAS, the Planning Commission finds that the Applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this Resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this development in particular; and

WHEREAS, the Planning Commission finds that the Applicant agrees as a condition of this Resolution that at its own expense, to indemnify and defend the City of Oxnard and its agents, officers and employees from and against any claims, actions or proceedings to attack, set aside, void or annul the approval of this Resolution or any actions or proceedings, acts or determinations taken, done or made before the approval of this resolution that were part of the approval process.

WHEREAS, the documents and other materials that constitute the record of proceedings upon which the decision to adopt Addendum No. 1 to Final MND 2004-11 is based are located in the Planning Division of the City of Oxnard, and the custodian of the record is the Planning Manager.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF OXNARD:

SECTION 1. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. The Planning Commission finds that the Special Use Permit is internally consistent with all other provisions of the City of Oxnard 2030 General Plan if the City Council approves a General Plan Amendment request that the 2030 General Plan Land Use Map change the land use designation of the subject project site from Business Research Park to Residential Medium (PZ 20-620-02), and a Zone Change amending the zoning for the project site from Business Research Park to Multiple-Family (R-2) (PZ 20-570-02).

SECTION 3. The Planning Commission finds that the Special Use Permit will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

SECTION 4. The Planning Commission finds that the Project site associated with the Special Use Permit is physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle access, and public services and utilities and is served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the proposed use would likely generate, to ensure that the proposed use(s) and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The Planning Commission determines that the residential project is the best use for the subject project site.

SECTION 6. The Planning Commission determines that the Special Use Permit is in the best interests and welfare of the City and its residents.

SECTION 7. In adoption of this Resolution for the Special Use Permit, the Planning Commission finds and determines the project is in compliance with the California Environmental Quality Act because an Addendum to the Mitigated Negative Declaration (Final MND 2004-11) that was prepared for the 2004 Dunkirk Drive Project was considered by the Planning Commission at the public hearing for the Portofino Place project. The Addendum to the Final MND was prepared pursuant to the requirements of the California Environmental Quality Act (CEQA, Public resources Code §§ 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines. The City of Oxnard is the Lead Agency. The Addendum is appropriate pursuant to CEQA Guidelines § 15164 since only minor changes and additions to the MND are necessary to address the Project changes and no circumstances exist calling for the preparation of a subsequent negative declaration pursuant to CEQA Guidelines § 15162 and 15163. With implementation of the MND 2004-11 mitigation measures, there is no substantial evidence that the proposed project will have a significant effect upon the environment.

SECTION 8. 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:

- (1) **The proposed use is in conformance with the City of Oxnard General Plan and other adopted standards.**

As described in the staff report, the project site currently has a 2030 General Plan land use designation of Business Research Park (BRP) and a zoning of Business Research Park (BRP). As part of this proposal, the project is concurrently requesting a General Plan Amendment to change the land use designation BRP to Residential Medium (RM) and a Zone Change from Business Research Park to Multiple-Family (R-2). If the aforementioned General Plan Amendment and Zone Change requests are approved by the City Council, the proposed subdivision, inclusive of the 90, two-story condominium dwelling units each with attached 2-car garages, 214 total visitor parking spaces, common swimming pool and playground area, 3,281 square-foot recreation building, entry gates and perimeter walls, private roads, detention basins, landscaping and associated site improvements at the subject project site would be consistent with the policies and provisions of the 2030 General Plan because the proposed land use of the project is of a multi-family use, which is an allowed use pursuant to the Residential Medium (RM) land use designation of the 2030 General Plan Plan. The subject project site has an area of 7.61 acres which allows a maximum of 94 residential units; however, the project is requesting to construct 90 residential units. The project density at 90 residential units is equal to 12 units per acre which is consistent with the RM land use designation of 12 to 18 units per acre.

Pursuant to OCC Section 16-43, the maximum allowed height of any building is two stories, not to exceed 25 feet. The project has been designed with structures with heights that do not exceed two stories and the maximum allowed height of 25 feet. Based on OCC Section 16-44, the maximum density allowed is based on a minimum lot area of 3,500 square feet per dwelling unit. The project proposes to construct 90 condominium units, which is below the maximum allowed density of 94 units. The project is required to provide 30% Interior Yard Space (IYS) pursuant to OCC Section 16-48. As designed, the project will provide over 97,024 square feet of IYS which equates to slightly over 30.2%, which is greater than the minimum 30% required by the Oxnard City Code. OCC Section 16-222(F) [Off-Street Parking], requires two garage spaces for the project and one visitor parking space for the first 30 units and 0.5 visitor space for the remaining spaces. As designed, the project will provide an attached two-car garage to each unit (180 required spaces) and 214 visitor parking spaces, which is more than the required 60 visitor parking spaces. Additionally, the project has been designed to meet all of the advisory standards contained within City Council Resolution No. 7658 that are intended to encourage amenities that enhance the livability of condominiums with the exception of the required 10-foot by 10-foot dimensions for private patios; however, the land area of the project's private patios ranges from 450 to 1,530 square feet which exceeds the minimum land area of 100 square feet provided by private patios. Therefore, the project is in conformance with the 2030 General Plan and the elements thereof and other adopted standards. As such, this project meets this finding.

- (2) **The nature, condition, and development of adjacent uses, buildings, and structures shall be considered, and no proposed special use permit shall be granted if the approval body finds such use will adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.**

As described in the staff report, the proposed project involves the development of an existing 7.61-acre project site with a condominium subdivision that proposes to include 90, two-story condominium dwelling units each with attached 2-car garages, 214 total visitor parking spaces, common swimming pool and playground area, 3,281 square-foot recreation building, entry gates and perimeter walls, private roads, detention basins, landscaping and associated site improvements. The project site currently has a 2030 General Plan land use designation of Business Research Park (BRP) and a zoning of Business Research Park (BRP). As part of this proposal, the project is concurrently requesting a General Plan Amendment to change the land use designation BRP to Residential Medium (RM) and a Zone Change from Business Research Park to Multiple-Family (R-2). If the aforementioned General Plan Amendment and Zone Change requests are approved by the City Council, the proposed subdivision would be consistent with the policies and provisions of the 2030 General Plan because the proposed land use of the project is of a multi-family use, which is an

allowed use pursuant to the Residential Medium (RM) land use designation of the 2030 General Plan. The surrounding uses are characterized by residential uses, which are predominantly multi and single-family residential units. Construction activities, anticipated uses, and development design will be subject to standard construction requirements of the Building, Fire, and Traffic Codes. Therefore, the proposed project and improvements are not expected to have adverse effects or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare. Therefore, this project meets this finding.

- (3) **The site that is subject to the special use permit shall be adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping, and all items required by the conditions of approval.**

As described in the staff report, and as conditioned, the project will meet the development standards of the R-2 zone (Multiple-Family Zone). The subject site is adequate in terms of size, and is designed to meet the development standards prescribed in the R-2 zone as stipulated in the Oxnard City Code. Additionally, the project has been designed to meet all of the advisory standards contained within City Council Resolution No. 7658 that are intended to encourage amenities that enhance the livability of condominiums with the exception of the required 10-foot by 10-foot dimensions for private patios; however, the land area of the project's private patios ranges from 450 to 1,530 square feet which exceeds the minimum land area of 100 square feet provided by private patios.

Additionally, the project has been reviewed by the Development Advisory Committee and was determined that it would have no significant impact on the public health, safety, or welfare and the project plans have been reviewed by all applicable departments and outside agencies, which include the Oxnard Police and Fire Departments. As such, this project meets this finding.

- (4) **The site that is subject to the special use permit shall be served by streets and highways adequate in width and improved as necessary to carry the kind and quantity of traffic such use will generate.**

The project will be accessed from Fifth Street and the site has sufficient access to streets and highways that are adequate in size and existing intersections adjacent to the project site will operate at acceptable levels of service, as described in great detail in the Planning Commission Staff Report Sections 5 and 6 (g). As such, this project meets this finding.

- (5) **The site for the proposed use will be provided with adequate sewerage, water, fire protection and storm drainage facilities.**

As described in the staff report, the Project is considered infill development that has been found to be consistent with anticipated development for this site. Furthermore, the project will be served by existing water mains along Fifth Street

and Portofino Place. Sewer connections serving the proposed parcel will be provided by an existing line on Fifth Street. In accordance with the Stormwater Quality Conditions of this Resolution, the Project's design will comply with stormwater control measures as required by the Los Angeles Regional Water Quality Control Board's municipal separate storm sewer system ("MS4") permit. As such, this project meets this finding.

SECTION 9. This Resolution shall not become effective unless and until the City of Oxnard City Council adopts the Addendum to Mitigated Negative Declaration 2017-04 and approves the associated General Plan Amendment (PZ No. 20-620-02), Zone Change (PZ No. 20-570-02), and Tentative Subdivision Map (PZ No. 20-300-03). If the City Council fails to approve the General Plan Amendment, Zone Change, or Tentative Subdivision Map (PZ No. 20-300-02) then this Resolution shall become null and void and be of no further force and effect.

SECTION 10. Based on the findings set forth herein, the Planning Commission hereby approves Planning and Zoning Permit No. 19-500-04 (Special Use Permit), subject to the attached conditions of approval.

SECTION 11. The decision of the Planning Commission shall be final unless an appeal of the action is filed in accordance with the provisions of Oxnard City Code Section 16-545.

SECTION 12. The Secretary shall certify the adoption of this Resolution.

CONDITIONS OF APPROVAL FOR LAND USE PERMITS

Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-1*) while some are taken from environmental documents (e.g. *MND-S2*).

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning Division
DS	Dev Services/Eng Dev/Inspectors	TR	Traffic Division
PD	Police Department	B	Building Plan Checker
SC	Source Control	FD	Fire Department
PK	Landscape Design	CE	Code Compliance

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, G-1).
2. This permit is granted for the plans dated November 18, 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 effective date of the Zone Change (PZ No. 20-570-02) (30 days after the second reading of the Zone Change Ordinance Amendment is adopted), unless Developer has diligently developed the proposed project, as shown by map recordation and / or 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 provide off-street parking for the project, including the number of spaces, stall size, paving, striping, location, and access, as required by the City Code. (PL/B, G-9)
10. Before placing or constructing any signs on the project property, Developer shall obtain a sign permit from the City. Except as provided in the sign permit, Developer may not change any signs on the project property. (PL/B, G-10)
11. Developer shall obtain a building permit for any new construction or modifications to structures, including interior modifications, authorized by this permit. (B, G-11)
12. Developer shall not permit any combustible refuse or other flammable materials to be burned on the project property. (FD, G-12)
13. 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)
14. 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)
15. 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).

LANDSCAPE STANDARD CONDITIONS

16. Prior to submittal of landscape and irrigation plans, Developer shall obtain approval of the Planning Manager or designee of a plan showing on the project property all existing trees and identifying the trees to be saved, transplanted or removed. (PK, PK-1)
17. Prior to issuance of building permits or the proposed use is initiated, whichever comes first, Developer shall submit two copies of landscape and irrigation plans, along with the appropriate permit application and fees, to the Development Services Division and obtain approval of such plans. (PK/DS, PK-2)
18. Prior to issuance of a certificate of occupancy, Developer shall install landscape and automatic irrigation systems that have been approved by Parks and Facilities Superintendent. (PK, PK-3)

19. Developer shall properly maintain landscape planting and all irrigation systems as required by the City Code and as specified by this permit. Failure of Developer to do so may result in the revocation of this permit and initiation of legal proceedings against Developer to ensue compliance (PK, PK-4)
20. Prior to the issuance of City issues a certificate of occupancy, Developer shall provide a watering schedule to the building owner or manager and to Planning Division or designee. The irrigation system shall include automatic rain shut-off devices, or instructions on how to override the irrigation system during rainy periods. (PK, PK-5)
21. All trees planted or placed on the property by Developer shall be at least 24-inch-box size. All shrubs and vines shall be at least five-gallon size, except as otherwise specified by this permit. (PK, PK-6)
22. At the time of landscape plan check submittal, the landscape planting and irrigation plans shall comply with the current title 23 Model Water Efficient Landscape Ordinance (MWELO). (PK, PK-7.1)

RESIDENTIAL

23. Prior to the issuance of building permits for a residential development that includes any model houses, Developer shall obtain the approval of the Planning Division or designee for a low water-using landscape plan. Developer shall install low water-using landscape design and irrigation systems for at least one of the model houses in any cluster of two or more model houses, thereby demonstrating to prospective buyers the feasibility and aesthetic qualities of low water-using landscape design and irrigation systems. Developer shall provide appropriate signs, shown on the landscape plan, explaining that the model house utilizes a low water-using landscape and listing the plant materials used. (PK, PK-7)
24. Developer shall offer a low water-use front yard landscape option to buyers at no extra cost. Developer shall also provide low water-use landscape literature to each buyer. (PK, PK-8)
25. Developer's landscape plans for houses shall show, where appropriate, a typical landscape and irrigation treatment for north, south, east or west site orientation, for corner lots as well as internal lots. (PK, PK-9)
26. Within sixty days after a house is occupied, Developer shall install front yard and street side yard landscaping for that house. Developer shall provide proof of financial responsibility approved by the City Attorney to ensure faithful performance of this condition within the specified time. (PK/ PL, PK-10)
27. Developer shall provide an automatic irrigation controller and a written seasonal watering schedule for all front yard and street side yard landscaping. The watering schedule shall include variations for seasonal changes, sun and shade exposure of plants, type of plants,

duration and frequency of irrigation, and suggestions as to how to conserve water. As part of the landscape plan check submittal process, the Parks and Facilities Superintendent shall review the sufficiency of instructions for the operation of the irrigation controller and the watering schedule cycles. (PK, PK-11)

28. At the close of escrow or at the time of occupancy of each dwelling unit, Developer shall review with and provide instructions to each buyer concerning the irrigation controller operation and the watering schedules. (PK, PK-12)
29. Developer shall install sod or other alternative drought tolerant and California native friendly landscaping in the lawn areas of all front yards and street side yards. (PK, PK-13)

WATER CONSERVATION

30. Developer shall install an irrigation system that includes a water sensor shut off device as a water conservation measure. (PK, PK-22)
31. At time of submittal to the Building and Engineering Division for plan check, Developer's Landscape Architect or Architect shall provide the City with written confirmation that they have reviewed the civil engineering construction drawings and that the NPDES requirements are not in conflict with meeting the City's landscape requirements. (PK, PK-23)
32. Developer shall include a note on the Landscape Plans submitted to the Building and Engineering Division for a building permit that "all landscaping and irrigation comply with Ordinance No. 2822, which adopted the City of Oxnard Landscape Water Conservation Standards, and applicable water conservation requirements of the State of California". (PK, PK-24)
33. At the time of Plan Check submittal, the landscape plans shall contain an exhibit titled "Tree Tabulation Chart". The Tree Tabulation Chart shall contain a listing of all existing trees on 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 to remain, be removed or transplanted. The Chart shall contain the Arborist's economic appraisal value of each tree(s) removed as well as computations and calculations showing how the value of the removed tree(s) was put back into new tree sizes for the project that are in addition to meeting the City's minimum tree size of 24" box. (PK)

LANDSCAPE SPECIAL CONDITIONS

34. Show locations of light standards on landscape plan and tree locations on lighting plan. Identify and resolve any conflicts. (PL)

35. Written confirmation shall be provided that the Landscape Architect or Architect has reviewed the civil engineer's construction drawings and that the NPDES requirements are not in conflict with meeting the City's landscape requirements. (PL)
36. Irrigation plan to be provided. Provide required water use calculations and water budget calculations for review. City "Statement of Compliance" signed by a California licensed Landscape Architect or Architect required. Confirm planting hydrozones. (PL)
37. At the time of plan check submittal, the Landscape Plan shall demonstrate that all plant material within a 30-foot triangle at the intersection of Portofino Place and any driveway shall be no more than three feet in height at maturity above curb level.

FIRE DEPARTMENT STANDARD CONDITIONS

38. Developer shall construct all vehicle access driveways on the project property to be at least 26 feet wide. Developer shall mark curbs adjacent to designated fire lanes in parking lots to prohibit stopping and parking in the fire lanes. Developer shall mark all designated fire lanes in accordance with the California Vehicle Code. (FD/B, *F-1*)
39. All roof covering materials on the project property shall be of non-combustible or fire retardant materials approved by the Fire Chief and in compliance with the City Code. (FD, *F-2*)
40. Before the City issues building permits, Developer shall obtain the Fire Chief's approval of a plan to ensure fire equipment access and the availability of water for fire combat operations to all areas of the project property. The Fire Chief shall determine whether or not the plan provides adequate fire protection. (FD/DS, *F-3*)
41. At Developer's expense, Developer shall obtain two certified fire flow tests for the project property. The first test shall be completed before City approval of building plans and the second shall be completed after construction and prior to the issuance of a certificate of occupancy. A mechanical, civil, or fire protection engineer must certify the tests. Developer shall obtain permits for the tests from the Engineering Division. Developer shall send the results of the tests to the Fire Chief and the City Engineer. (FD/DS, *F-4*)
42. All structures on the project property shall conform to the minimum standards prescribed in Title 19 of the California Code of Regulations. (FD, *F-5*)
43. The project shall meet the minimum requirements of the "Fire Protection Planning Guide" published by the Fire Department. (FD, *F-6*)
44. At all times during construction, developer shall maintain paved surfaces capable of handling loads of 76,000 pounds which will provide access for fire fighting apparatus to all parts of the project property. (FD/DS, *F-7*)

45. Developer shall identify all hydrants, standpipes and other fire protection equipment on the project property as required by the Fire Chief. (FD, *F-8*)
46. Developer shall install security devices and measures, including walkway and vehicle control gates, entrance telephones, intercoms and similar features, subject to approval of the Police Chief and the Fire Chief. Vehicle control gates shall be operable by City approved radio equipment. (FD/PD, *F-9*)
47. Developer shall provide central station monitoring of the fire sprinkler system and all control valves. (FD, *F-10*)
48. The turning radius of all project property driveways and turnaround areas used for emergency access shall be a minimum of 48 feet outside diameter for a semi-trailer. (FD, *F-11*)
49. Developer shall provide automatic fire sprinklers as required by the City Code and shall contact the Fire Chief to ascertain the location of all connections. (FD, *F-12*)
50. Developer shall install in each structure in the project a detection/alarm system with a central station monitor that will automatically notify the Fire Department in the event of a fire in the structure. The alarm system shall include a UL or State Fire Marshal approved device, which shall not exceed design specifications, that reports the location of the fire and allows the central station monitor to inform the Fire Department of the point of entry into the structure that is nearest the fire. (FD, *F-13*)
51. All signalized intersections shall be equipped with pre-emption equipment. (FD/TR, *F-15*)
52. Developer shall comply with Certified Unified Program Agency (CUPA) requirements regarding the storage, handling and generation of hazardous materials or waste. Prior to the issuance of building permits, Developer shall contact the CUPA division of the Fire Department to ensure that such requirements are followed. (FD, *F-16*)
53. Developer shall install a carbon monoxide detector on each level of the residence in accordance with the manufacturer's specifications. The detector shall be hardwired with a battery backup. (FD, *F-17*)

FIRE DEPARTMENT SPECIAL CONDITIONS

54. Areas designated by the Fire Marshal as Fire Lanes shall be identified by a red curb and signage per the California Department of Motor Vehicles.
55. Fire sprinkler coverage is required for:
 - a. Carport Canopies
 - b. Patios, overhangs or any other projections that are 48" or more from the structure.
 - c. Open areas beneath stairs that serve a habitable space or when that area is

accessible for storage or has mechanical equipment.

- d. The protection of the forced air unit when located in the attic or other areas that are normally inaccessible.
56. Ensure landscape trees do not block bedroom emergency window exits.
57. Provide a hydrant within 150-feet of all portions of the building exterior walls. Provide a plan with hydrants located and 150-foot radius circles at their center to demonstrate coverage.
58. Before the city issues a certificate of occupancy, the developer shall install a Knox key vault at a location to be determined by the Fire Department for community buildings.
59. Gurney size elevators will be required.

POLICE DEPARTMENT CONDITIONS

60. A condition of approval requires compliance with the Outdoor Lighting Code & Guideline
- a. Outdoor lighting shall comply with Title 24, Part 6, of the California Code of Regulations: California's Energy Efficiency Standards for Residential and Nonresidential Buildings.
 - b. Unless approved as a specific exception to this guideline, all outdoor lighting shall be flat lens, full cut-off fixtures with the light source fully shielded with the exceptions:
 - i. Luminaires with a maximum output of 260 lumens per fixture, regardless of number of bulbs (equal to one 20-watt incandescent light), may be left unshielded provided the fixture has an opaque top to keep light from shining directly up.
 - ii. Luminaires that have a maximum output of 1,000 lumens per fixture, regardless of number of bulbs (equal to one 60-watt incandescent light) may be partially shielded provided the bulb is not visible, and the fixture has an opaque to keep light from shining directly up.
 - c. Oxnard City Code 16-320: Lighting within physical limits of the area required to be lighted shall not exceed seven foot-candles, nor be less than one foot-candle at any point. A light source shall not shine upon, or illuminate directly any surface other than the area required to be lighted. No lighting shall be of a type or in a location that constitutes a hazard to vehicular traffic, either on private property or on the abutting streets. The height of light standards shall not exceed 26 feet. To prevent damage from automobiles, standards shall be mounted on reinforced concrete pedestals or otherwise protected.

61. Exterior lighting of the site including parking areas shall be between 1 and 7-foot candles and shall be in harmony with the existing adjacent lighting scheme.
62. All exterior lighting shall operate from dusk to dawn.
63. LED or similar in nature and spectrum (3,000K to 20,000K Correlated Color Temperature).
64. Lighting instruments shall be full cut-off and installed so that light does not directly illuminate property outside the project site. Instruments shall not create glare for motorists or pedestrians.
65. Outdoor lighting instruments shall not be placed in close proximity of trees.
66. Integrated landscape/lighting/photometric plan shall be submitted illustrating a 20-year tree maturity. This plan shall include all outdoor areas as well as the parking facility. This is to ensure that tree growth will not adversely impact future lighting and therefore site safety as the project matures. Luminaires used in the photometric calculations shall only include those instruments mounted 8-feet or more above the walking/driving surface. This plan shall be submitted to specialprojects@oxnardpd.org and approved prior to the issuance of building permits.

Security Camera Systems

67. A security camera system shall be installed, and operated 24 hours a day, and maintained to monitor the activity in the common areas (recreation rooms and pool area) and the entry gates within the project site. The system shall be designed to capture images of all persons and all vehicles that enter the site. Cameras shall also be distributed throughout the site to capture general activities. The camera system shall comply with these minimum standards:
 - a. Cameras and supporting equipment shall supply digital color images under normal lighting conditions. Greyscale images are expected for infra-red lighting.
 - b. Cameras shall be made by a reputable manufacturer and maintained to current industry standards.
 - c. Cameras shall have low light capability to facilitate the later identification of persons involved in criminal or problem activities.
 - d. The video system shall utilize a Digital Video Recorder (DVR). VHS and other formats are prohibited.

- e. The video system shall allow recording, live viewing and playback of recorded video for a period of at least 30 days.
- f. Recorded images shall bear a date and time stamp that cannot be altered.
- g. All entry doorways to the premises shall be monitored by a camera or cameras that are strategically mounted to capture quality images of the heads and shoulders of persons who enter. Such cameras shall be mounted no higher than 7-feet above the floor/ground.
- h. All vehicular entrances to the parking facilities shall be monitored by a camera or cameras that are placed to capture images of sufficient quality where the vehicle's license plate, make, model and color can be easily identified.
- i. Cameras in domed casings are highly encouraged as their area of focus is not easily determined by a casual observer.
- j. A camera shall be dedicated to capture an image of any person accessing the call system at the exterior of the primary entrance.
- k. Site management shall provide in a timely manner any digital records of security camera or access control systems requested pursuant to a police investigation or for the periodic inspection of equipment required under these conditions.
- l. Cameras shall be required at these locations to capture images of general activity: entry/exit gates, pool area, and playground area.
- m. Cameras shall be required to capture images of faces and upper body of persons of sufficient quality to be able to later make identification of who are entering: at vehicular gates, pedestrians at pedestrian entry gates, and entrances to pool and recreational room.
- n. A camera shall be dedicated to capture the license plate of vehicles entering each of the gated vehicle entrances.

Access Control Systems

- 68. The site shall be equipped with an access control system that shall restrict human and vehicle access to semi-public areas of the site. The areas considered "semi-public" shall include: vehicle and pedestrian entry gates, pool and recreation room.
- 69. The access control system shall utilize instruments such as cards, fobs, QR decals or other devices that can be individually programed to provide access, as appropriate, for an individual user. The system shall have the capability to add or subtract an access instrument assigned to a particular residential unit, employee, or service provider.
- 70. The access control system shall include "Click-2-Enter" to provide access to all first responders to all semi-public areas of the site.

71. The access control system shall include a call system at the exterior of the site's gated entrances that allows guests to contact residents or the managers to request access. The access control point at this entrance shall be enabled to be opened by a resident from their unit or from a remote digital device.
72. The access control system shall record each permitted access and the authorizing individual and the instrument/method used to facilitate the access.
73. "Click-To-Enter" access technology shall be installed at each pedestrian and vehicular entrance to a semi-public area to provide access to first responders.

Security Plan

74. A Security Plan shall be submitted to specialprojects@oxnardpd.org and approved prior to the issuance of building permits. The plan shall include:
 - a. The Security Plan Sheet that identifies the location of each security camera, camera recording/support equipment, all elements of an access control system, and any safe or secure room or rooms designed to maintain valuable assets or records.
 - b. The Security Plan shall include a chart identifying each camera by an alpha-numeric, the scope of their capture area, placement of the camera above the floor/ground, make and model of the instrument, type of camera (dome, PTZ, etc.).
 - c. The Security Plan shall identify any area which is served by an intrusion/burglary alarm system.
 - d. The Security Plan shall identify all the components of the access control system, their location and a chart that identifies each instrument with an alpha-numeric with the device name, make and model.

Police/Site Management Cooperation

75. Site management is encouraged to have an active and cooperative relationship with their neighbors and the Oxnard Police Department. To facilitate this effort these elements shall be established by the site management:
 - a. Site management shall establish a dedicated email address for the site (ie: acmeapartments@acme.com). Once the email address has been established, site management shall send an email to specialprojects@oxnardpd.org identifying the site address, management company, phone number, dedicated email address, and the person managing the site.

- b. A sign posted so it is readable from the public right of way and placed at or near the primary entrance which identifies the management company name, phone number and the dedicated email address.
 - c. Site management shall participate in crime prevention programs designed for multi-unit residential housing facilities.
 - d. The property owner shall inform the Oxnard Police Department of changes in site management and/or the dedicated email address by sending an email to specialprojects@oxnardpd.org.
76. Any digital records from the security camera system or access control system shall be made available to any representative of the Oxnard Police Department in a timely manner upon request related to any official police investigation. If requested, the site manager shall upload or email any digital records at the request of a representative of the Oxnard Police Department.

Alarms

77. Any intrusion alarm system installed at the site shall utilize motion and infrared technology to differentiate between human and non-human motion. The alarm system shall be compliant with Oxnard City Code 11-95 through 11-100.

Landscape

78. Landscape elements shall be arranged to provide clear lines of sight and eliminate potential places of concealment.
79. Trees shall not be located where they would conflict with lighting instruments. Appropriate proximity is based on a tree's canopy size at twenty-year maturity. Trees shall be maintained so they do not interfere with lighting instruments through the life of the project. Tree canopies that overhang sidewalks and driving surfaces shall be maintained to provide sufficient clearance for pedestrians and vehicles.
80. CMU walls adjacent to or visible from a street shall be protected by landscaping elements to dissuade the application of graffiti. Creeping fig or similar climbing vines or a combination of vines and shrubs or hedging arranged to protect walls from vandals is required.
81. Block walls on the site, including trash enclosures, shall have landscape elements in place that dissuades the application of graffiti. Creeping fig or similar plantings are suggested.

82. Landscape elements shall be arranged to provide clear lines of sight and eliminate potential places of concealment and dissuade the application of graffiti. Through the life of the project, the property shall be maintained to address these issues.

Site Management

83. Developer/owner/site management shall inform owners and renters via CC&Rs, HOA, or tenant rules, the provisions of Oxnard City Ordinance 7-100 through 7-106 as it applies to hosting loud parties or events. And, that should police respond to a disturbance multiple times, a service charge may be incurred up to \$500.
84. Graffiti shall be removed or painted over within 24-hours of application. Site management shall maintain and supply a paint to match the building's exterior color scheme.

Signage

85. All vehicular entrances to the parking area shall be posted in compliance with California Vehicle Code 22658(a). Persons in lawful possession of the property may then cause the removal of a vehicle parked on the property to the nearest public garage if it is parked without the owner's permission. (PD)
86. The property management firm responsible for managing the site shall post a minimum of two signs, each visible from the public right of way, identifying the management company's name, phone number and email address dedicated to the specific site.
87. A sign shall be posted at or near the primary entrance to the site that identifies the management company name, phone number and the email address dedicated to the site management office.
88. Pool area signage & CC&Rs – Amplified music shall not be audible beyond the confines of the pool area.

Mail Delivery

89. Prior to the issuance of building permits, the developer shall contact the Oxnard Postmaster to ensure that the mail and parcel delivery system for the site will meet the requirements of the USPS.

INFORMATION TECHNOLOGY CONDITIONS

90. Pursuant to the City's Fiber Master Plan, the Developer will be required to provide plans for and include a connection to city fiber optic network infrastructure. This connection shall be established by installing fiber optic infrastructure to connect to conduit along the

project's frontage on the south side of West Fifth Street according to city specifications. The fiber optic network infrastructure must be included in the project's master utility plans and installed prior to the granting of a certificate of occupancy.

PLANNING DIVISION STANDARD CONDITIONS

91. Plans submitted by Developer with building permit applications shall show on the building elevation sheets all exterior building materials and colors, including product and finish manufacturer name, color name and number, and surface finish type (such as: stucco with sand finish, plaster with smooth finish) to be used in construction. (PL/B, PL-1)
92. 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)
93. 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)
94. Before the City issues building permits, Developer shall provide to the Planning Division Manager color photographic reductions (8 1/2" by 11") of full-size colored elevations and any other colored exhibit approved by the Planning Commission. Developer may retain the full-size colored elevations after the reductions are so provided. (PL, PL-4)
95. 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)
96. During the plan check review process, the Developer shall provide a lighting plan that provides design details (light standards, bollards, wall mounted packs, etc.) and illumination site information within alleyways, pathways, streetscapes, and open spaces proposed throughout the development. An electrical engineer shall prepare the site lighting plan demonstrating that adequate lighting ranges will be provided throughout the development without creating light spillover, light pollution, or conflicts with surrounding factors such as tree locations, off-site or adjacent lighting. (PL)
97. Prior to issuance of building permits, Developer shall demonstrate that light standards illustrated on conceptual lighting plan do not conflict with tree locations. Developer shall submit a plan showing both the lighting and landscape on the same sheet.
98. Project on-site lighting shall be of a type and in a location that does not constitute a hazard to vehicular traffic, either on private property or on adjoining streets. To prevent damage from vehicles, standards in parking areas shall be mounted on reinforced concrete pedestals

or otherwise protected. Developer shall recess or conceal under-canopy lighting elements so as not to be directly visible from a public street. Developer shall submit a lighting plan showing standard heights and light materials for design review and approval of the Planning Division Manager. (PL/B, *PL-8*)

99. In order to minimize light and glare on the project property, all parking lot and exterior structure light fixtures shall be high cut-off type that divert lighting downward onto the property and shall not cast light on any adjacent property or roadway. (PL, *PL-9*)
100. Developer shall provide graphic site directories at principal access walkway points. (PL/B, *PL-10*)
101. Developer shall provide for dust control at all times during project property preparation and construction activities. (B/DS, *PL-13*)
102. Developer agrees to participate in a water conservation program that includes refitting water fixtures existing on the project property with water conserving devices within residences or businesses in the City's water service area, if such a program is in effect when building permits are issued for this project. Among the requirements of such a program might be refitting existing toilets, faucets, shower heads, landscaping irrigation or other fixtures and items that consume water within the structure. (PL, *PL-14*)
103. Because of water limitations placed upon the City by its water providers, approval of this permit does not guarantee that the City will issue building permits. Issuance of building permits may be delayed as a result of implementation of a water conservation or allocation plan. (PL, *PL-15*)
104. Prior to issuance of building permits, Developer shall pay a document imaging fee for the planning files in an amount calculated by planning staff at the time of building permit review based on fees then in effect. (PL/B, *PL-16*).
105. Developer shall participate in the City's Public Art Program by paying the Public Art fee prior to issuance of building permits, in accordance with City Council Resolution No. 14,124. (PL, *PL-50*)

RESIDENTIAL

106. Developer shall install all roof and building rain gutters and downspouts to integrate as closely as possible with building design elements, including matching adjacent building colors as closely as possible. Developer shall submit a plan and scheme for approval by the Planning Division Manager prior to issuance of building permits. (PL, *PL-18*)
107. Developer shall provide utility meters, mailboxes and address directories, placed in decorative cabinets and clustered for efficient access for residents and service persons. Developer shall coordinate placement and design of such items accordingly, with the

Planning Division Manager, the appropriate utility service provider and the United States Postal Service, prior to issuance of building permits. (PL, *PL-19*)

108. Developer shall provide automatic garage door openers for all garages. (PL/B, *PL-20*)
109. Prior to issuance of fine grading plans, Developer shall provide at least two types of driveway finishes or decorative designs. The details of the driveways shall be to the satisfaction of the Planning Division Manager. (PL, *PL-22*)
110. Railings and enclosures for patios and balconies shall provide at least 50 percent enclosure for screening and privacy. Developer shall include details of the railings and enclosures on the construction documents. (PL/B, *PL-24*)
111. Walls separating the patio areas of different units shall be of solid construction, such as masonry, stucco, or wood over wood. Ground level patios shall be enclosed by walls not less than five feet high, except as otherwise approved by this permit. (PL/B, *PL-25*)
112. Additions and patio covers shall conform to the requirements of the R-2 zone setbacks, or as otherwise approved by this permit, and match the materials and style of the residence. (PL/B, *PL-27*)
113. All residential dwelling unit developments shall include architectural articulation on all four sides of each unit. Such articulation shall include, but not be limited to, window treatment; trim and a variety of finishes matching front facades; and balconies, porches, and trellises. Developer shall submit elevations depicting such articulation to the Planning Division for approval prior to issuance of building permits. (PL, *PL-28*)
114. Prior to the close of escrow for each dwelling unit, Developer shall provide the buyer with a written guarantee that the exterior finishes of the dwelling unit will remain in good condition for at least five (5) years from the final building permit inspection and sign off. Developer shall provide a copy of the guarantee to Planning staff prior to final Planning Division inspection and sign off. (PL, *PL-29*)
115. Light standards illuminating interior walkways shall be no more than eight feet high. Light shall not intrude into private living or patio areas. Light standards serving recreational areas held in common shall be no more than 15 feet high. Light shall be directed away from dwelling units. (B, *PL-30*)
116. Developer shall establish a homeowners association and the association shall be responsible for the maintenance of parking, landscape, recreation and other interior areas held in common by the association and for the enforcement of Conditions Covenants & Restrictions related to property maintenance. (PL/DS, *PL-33*)
117. Developer shall construct each dwelling unit with separate utility systems and meters. Developer shall paint utility meter panels to match structures upon which it is located.

Such panels shall be located to take advantage of screening (e.g. landscaping or other building elements) from public right-of-ways, to the maximum extent feasible. (DS/B, PL-34)

118. Developer shall include in all deeds for the project and in the Conditions Covenants & Restrictions a prohibition against parking recreational vehicles over 20 feet long in the project. (CE/PL, PL-35)
119. 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)
120. In accordance with City Council Ordinance No. 2980, or the ordinance in effect at the time building permits are issued, Developer shall provide 9 affordable units onsite. (PL, PL-37)
121. Developer shall post in the sales office of the project the latest City planning documents and maps that may affect the project and adjacent properties. At a minimum, this information shall include the 2030 Oxnard General Plan and General Plan Land Use Map showing all adjacent properties, a copy of the ordinances regulating the zone, and any specific plan that may apply to the project. Such documents may be purchased at cost from the Planning Division Manager. Developer shall require that all purchasers sign an affidavit declaring that they have familiarized themselves with the planning documents. Developer shall make such affidavits and planning information available for review upon reasonable request of the Planning Division Manager. (PL, PL-38)
122. All recreational vehicle parking spaces shall be designated by signs stating that the spaces are reserved exclusively for recreational vehicle parking. Developer shall prohibit the parking of recreational vehicles elsewhere in the project. (B, PL-39)
123. Where feasible, Developer shall locate individual unit plumbing within individual unit walls, as opposed to common or shared walls, and shall paint roof vents to match the roofing material. (PL/B, PL-40)

PLANNING DIVISION SPECIAL CONDITIONS

124. These conditions of approval impose specific fees, dedications, reservations and/or other exactions. Pursuant to Government Code Section 66020, the 90-day period in which the Developer or applicant has to protest the imposed fees, dedications, reservations and/or other exactions has begun as of the date that the conditions of approval are approved. (PL)
125. Applicant shall submit a check made out to the City of Oxnard in the amount to be determined for payment of outstanding discretionary permit and environmental processing fees associated with the development project. Funds shall be deposited prior to issuance of a grading permit. Additional funds to be paid when hours or contract planner hours exceeds deposited amounts (PL).

126. Developer shall comply with the mitigation measures identified in the Addendum/Mitigated Negative Declaration No. 2004-11 for the project. (PL)
127. Developer shall install toilets that have automatic flush sensors in all public restrooms. Such toilets shall be included on the plans submitted for a building permit and shall be maintained and in working order at all times. (PL)
128. Developer shall install individual mirrors above each sink in a common restroom to the satisfaction of the Planning Division Manager. The details of such mirrors shall be approved prior to issuance of a building permit. Developer shall remove graffiti from the mirrors or replace the mirrors within 24 hours of graffiti appearance. (PL)
129. Developer shall remove any and all graffiti from the project premises, including but not limited to graffiti within the building, such as in restrooms or fitting rooms, within 24 hours of its appearance. The surface of such affected areas shall be matched to blend in with the underlying colors and/or design, and shall not look like a paint patch. (PL)
130. Before the City issues building permits, Developer shall provide a Graffiti Deterrent Plan, subject to the approval the Planning Division Manager. Such plan shall include such elements as clear film on windows and/or mirrors, as well as washable paint and sealers on the building and perimeter walls. (PL)
131. Developer shall develop the site with the street names, as approved by the Street Naming Committee. (PL)
132. This permit is granted subject to the City's approval of a tentative map (PZ 20-300-02) and final map and recordation of the final map. The City shall issue building permits only after such recordation, unless otherwise approved by both the Planning Division Manager and the Development Services Manager. Before occupying any structures or initiating any use approved by this permit, Developer shall comply with all conditions of the tentative and final map. (PL/DS)
133. This permit is granted subject to the approval of a Zone Change (PZ 20-570-02) for the project property. (PL)
134. This permit is granted subject to the approval of a General Plan Amendment (PZ 20-620-02) for the project property. (PL)
135. Developer shall record a notice to appear in all deeds of property within the project that the project is within or proximate to the Oxnard Airport Sphere of Influence and inhabitants may be affected by the airport and aircraft operations. Before the City issues building permits, Developer shall provide evidence of recordation of such notice with the Ventura County Recorder's Office. (PL)

136. Developer shall grant to the County of Ventura an aviation easement that includes the elements of the Federal Aviation Administration's (FAA) Model Aviation Easement. (PL)
137. Developer shall file with FAA a Form 7460, "Notice of Construction or Alteration," that enables the FAA to review the development for any hazards to airport/aviation operations. The FAA's review shall result in a finding of "no objection." (PL)
138. The Developer shall adhere to any recommendations from the FAA for marking or lighting. (PL)
139. Standpipe systems required by the Fire Department shall be designed to be located within building areas, such as staircases or tuck under parking areas that will provide a visual screen. (PL)
140. At time of plan check review, roof top equipment provided on roofs shall be completely screened from all sides by a designed parapet or building element that extends above the height of the tallest part of such equipment. (PL)
141. Prior to issuance of site improvement permits, Developer shall provide a Phasing Plan for any proposed construction phasing. The phasing plans shall indicate site improvements, such as landscaping, parking and recreation equipment, that will be constructed concurrently with residential buildings in each phase. Phasing Plan is subject to review and approval of the Community Development Director or designee. (PL)
142. Community recreation uses/areas such as the common swimming pool, community fitness room and playground equipment shall be installed and ready for use within two months of the first tenant move-in. If the condominiums are developed in phases, the recreation equipment and play areas shall be constructed concurrently with building construction per the Phasing Plan, and ready for use prior to issuance of occupancy permits for buildings within the applicable Phase. (PL)
143. Developer shall provide bicycle parking consistent with the bicycle and Pedestrian Master Plan as outlined in Appendix Pg. A-38. A minimum of 12 short term bicycle parking spaces shall be provided. (PL)
144. Within each garage, Developer shall install a storage area of at least 225 cubic feet with a minimum width of 4 feet to be included within the garage area, but may not intrude into the minimum garage dimension (20 feet x 20 feet). (PL)
145. At time of plan check review, all wall mounted and ground mounted equipment, utilities and meters shall be identified on building elevations and landscape plans and shall be integrated into the building design or effectively screened with shrubs and/or vines, 5 gallon size minimum, to the satisfaction of the Planning Manager. (PL)

146. At time of plan check review, Applicant shall provide an Irrigation plan, required water use calculations and water budget calculations for review. Applicant shall also provide the City's "Statement of Compliance" form signed by a California licensed Landscape Architect or Architect required. Confirm planting hydrozones.
147. Street parking is prohibited to ensure that the private streets are at least 26 feet wide at all times to comply with Fire Department regulations.
148. Remove bus stop turnout from current plans and add curbside bus stop on the southeast corner of Fifth Street and Portofino Place
 - a. Install 90'x10' bus stop landing area (fill curb strip)
 - b. Retrofit existing street light with LED lighting
149. Developer shall deposit \$2,000 for mitigation monitoring and reporting associated with the development project (PZ Nos. 19-500-04 and 20-300-02). Such funds shall be deposited prior to issuance of a grading permit or map recordation, whichever occurs first. Additional deposits shall be made to cover staff time required to monitor implementation of project conditions until the final Certificate of Occupancy is granted for the development.
150. Solar panels may be installed on the roof, but all other rooftop equipment is prohibited from being installed on the roofs within the development unless State Law allows the equipment. Ground mounted mechanical and/or electrical equipment is to be "pad-mounted" on the site and shall be completely screened from view from any public or private street. Methods of screening equipment shall be shown on plans when obtaining a permit. All ground mounted mechanical and/or electrical equipment is to comply with Oxnard City Code Chapter 7, Article XI Sound Regulations and Oxnard City Code's Noise regulations.

Affordable Housing Conditions

151. Inclusionary housing requirements pertaining to the sale or rental of 10% of all units constructed as part of this development are subject to inclusionary housing requirements, as set forth in Ordinance 2980.
152. Based on the unit count proposed, 9 (10% of 90= 9) of the 90 units being developed must be Affordable Units.
153. Affordable Rental Units – Fifty percent (50%) of the affordable units offered for rent must be made available to very low-income households with incomes at or below fifty percent (50%) of the Area Median Income (AMI) for Ventura County, as set forth in the California Health and Safety Code 50105 and fifty percent (50%) of the affordable units must be offered for rent to low-income households with incomes at or below eighty percent (80%)AMI for Ventura County, as set forth in the California Health and Safety Code 50079.5. For purposes of determining tenant eligibility, Owner and Developer or Property Manager shall use the annual income limits for Low Income and Very Low-Income

Households, respectively, published by the California Department of Housing and Community Development (HCD).

154. Affordable Rent (Low Income Units)– For Low Income Households, "Affordable Rent" shall be inclusive of a reasonable utility allowance and not exceed one- twelfth (1/12) times the product of thirty percent (30%) times eighty percent (80%) of Area Median Income (AMI) adjusted for family size appropriate to the Affordable Unit for households earning less than or equal to eighty percent (80%) of the AMI for the Ventura County Metropolitan Statistical Area as set forth in the sections 6918 and 6932 of Title 25 of the California Code of Regulations, unless another subsidy program is used, in which case the stricter requirement shall be applied. For purposes of calculating Affordable Rent, Owner and Developer or Property Manager shall use the Area Median Income for Ventura County for Low Income Households, published annually by the California Department of Housing and Community Development (HCD).
155. Affordable Rent (Very Low-Income Units) – For Very-Low Income Households, "Affordable Rent" shall be inclusive of a reasonable utility allowance and not exceed one-twelfth (1/12) times the product of thirty percent (30%) times fifty percent (50%) of area median income adjusted for family size appropriate to the Affordable Unit for households earning less than or equal to fifty percent (50%) of the AMI for Ventura County Metropolitan Statistical Area as set forth in the sections 6918 and 6932 of Title 25 of the California Code of Regulations, unless another subsidy program is used, in which case the stricter requirement shall be applied. For purposes of calculating Affordable Rent, Owner and Developer or Property Manager shall use the Area Median Income for Ventura County for Very Low-Income Households, published annually by the California Department of Housing Community Development (HCD), as opposed to HCD's annual published income limits, which are used to determine tenant eligibility.
156. The Affordable Rental units must include: Three (3) three-bedroom units and two (2) two-bedroom units offered for rent or sale to households with annual incomes at or below fifty percent (50%) of AMI for Ventura County. Two (2) two-bedroom units and two (2) three-bedroom units must be offered for rent or sale to households with annual incomes at or below eighty percent (80%) AMI for Ventura County.
157. Prior to offering the Affordable Units for rent, the Developer and Owner must submit to the Housing Director the proposed rental amounts for the affordable rental units for review and approval.
158. Affordable Rental Units (Eligible Tenants) - All prospective tenants must be income-eligible to rent any of the Affordable Units. Developer shall maintain a copy of the selected tenant's rental application including information on household size, total Annual Income, rent to be charged, and the unit to be rented, including the unit's bedroom count and size (the "Application"). Upon request, the Developer shall provide the Application to the Housing Director to review the prospective tenant's eligibility for the unit to be rented. Income eligibility documentation for occupants of the affordable units must be made available by the Developer for review, upon request by the Housing Director. This

provision applies throughout the duration of this Agreement and applies to any change in the tenancy of the Affordable Units.

159. Affordable Rental Units (Management Plan) - Prior to issuance of a certificate of occupancy, Developer and Owner shall obtain a clearance form from the Housing Department certifying that the required number of affordable units are being provided at Affordable Rents and that a Management Plan, prepared by the Developer and Owner, for the operation and management of the Affordable Rental Units has been submitted to the Housing Department and approved by the Housing Director. Developer and owner shall provide a copy of the clearance form issued by the Housing Department to the project planner prior to issuance of the certificate of occupancy.
160. Affordable Rental Units (Annual Report) - Owner shall maintain complete and accurate records pertaining to (1) the occupancy of each Affordable Unit, and (2) the maintenance, management, operation, preservation and repair of each Affordable Unit. Owner agrees to permit the Housing Director or designee to inspect and audit the books and records of Owner pertaining to the Affordable Units. In furtherance of this requirement, Owner shall require tenants or property managers to submit to the Housing Director an annual report (the "Annual Report") in the format approved by the Housing Department and providing the specific information and documentation (including documentation from each tenant) reasonably required by the City and Housing Director to ensure that the Affordable Units are being rented to eligible tenants.
161. Affordable Rental Units (Compliance) - Upon City's request, Owner shall demonstrate that the Affordable Rental units are continually in compliance with the terms of Affordability Covenants and Conditions of Approval pertaining to Affordable Rental Units. Upon thirty (30) days' notice, City may perform an audit to determine compliance with the terms of this Agreement or any affordability restrictions placed on the property. Owner agrees to pay a reasonable fee, which may be adjusted from time to time, for the purpose of paying the actual costs associated with the City's obligation to monitor Owner's compliance with the affordability restrictions contained in this Agreement.
162. Affordable Units Offered for Sale: Ten percent (10%) of all units offered for sale must be made available for purchase to low-income households with incomes at or below eighty percent (80%) AMI for Ventura County, as set forth in the California Health and Safety Code 50079.5. For purposes of determining buyer eligibility, Owner and Developer shall use the annual income limits for Low-Income Households, published by the California Department of Housing Community Development (HCD).
163. Affordable Housing Cost for Affordable Units Offered for Sale: The term Affordable "Housing Cost" includes the costs described in Title 25 of the California Code of Regulations Section 6920, except that when determining affordable housing cost the amount paid for maintenance and utilities shall not be included. For purposes of calculating Affordable Housing Cost, Owner and Developer shall use the Area Median Income for Ventura County for Low Income Households, published annually by the California Department of Housing Community Development (HCD), as opposed to HCD's annual published income limits, which are used to determine buyer eligibility.

164. Affordable housing cost must include the sum of the following and may not exceed the product of thirty percent (30%) of eighty percent (80%) AMI for Ventura County as set forth in Part 5 (a) of Ordinance Number 2980:
 - a. Mortgage loan payments
 - b. Mortgage insurance payments
 - c. Property taxes and assessments
 - d. Homeowner association fees
 - e. Insurance premiums
 - f. Space rent
165. Affordable Units Offered for Sale: Must Include at least five (5) three-bedroom units and four (4) two-bedroom units.
166. Owner and Developer must record affordability covenants approved as to form by the Housing Director and City Attorney prior to submitting their first building permit application. Units shall remain affordable for at least 20 years from the date the first unit in the development is offered for rent or sale. Owner and Developer must contact the Housing Department for review and approval of affordability covenants prior to recordation.
167. Prior to offering any of the Affordable Units for sale or converting any of the Affordable Rental Units into Affordable Units offered for sale, within the initial 20 Year term of Affordability discussed in Condition No. 165, Developer and Owner must:
 - a. Adhere to any applicable state and local laws, including but not limited to California Assembly Bill 1521, and applicable tenant relocation requirements for existing tenants of the Affordable Rental Units that may become displaced as result of the conversion from Affordable Rental Units to Affordable Units offered for Sale. This also includes, notification to tenants and prospective tenants 3 years prior to the termination of the lease of the Affordable Rental Units, as set forth in Government Code 65863.10 et seq. Adherence to any and all applicable state and local laws means those state and local laws effective at the time of the conversion.
 - b. 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 prior to offering any Affordable Unit for sale.
 - c. Require any purchaser of an Affordable Unit in the development to execute a Resale Restriction Agreement for a minimum term equivalent to years remaining on the initial 20-year term of affordability covenants recorded by the owner and developer as part of Condition No 164. A separate Resale Restriction Agreement, to be executed between each buyer of an Affordable Unit and the City, must be

approved as to form by the Housing Director and City Attorney prior to the sale of any Affordable Unit and must be recorded in the County Recorder's Office.

168. Owner and Developer must offer existing eligible tenants of the Affordable Rental Units the first opportunity to purchase an Affordable Unit offered for sale within the Development.
169. A City fee may be collected as necessary to enforce the provisions of the affordability covenants, and fees (paid by the owner/seller) to cover City costs associated with the sale of affordable units including the City's obligation of verification of proposed sale price applicable to the Affordable Units that are offered for sale; income eligibility of the prospective household or family to occupy Affordable Units that are to be sold, inspection of Affordable units that are offered for sale, and completion of a resale restriction agreement for all buyers of affordable units that are offered for sale. The City shall set these fees and adjust it as needed from time to time.
170. Prior to the purchase of an Affordable Unit, the buyer's eligibility for purchase of the Affordable Unit must be demonstrated to the Housing Director, the Housing Director must approve the eligibility of all buyers before they may purchase an Affordable Unit.
171. Affordable Rent and Affordable Housing Cost for 2-bedroom units will be based on a three-person household income and affordability calculations for 3-bedroom units will be based on a four-person household, as set forth in Health and Safety Code 52102(a)(1)(B) and 50052.5 (b)(h).
172. The Affordable Units must be designed and constructed to be architecturally consistent with and qualitatively similar to other unrestricted units in the project.
173. Developer is required to notify the Naval Base Ventura County Housing Service Center of the project and the unit's anticipated sales prices.
174. Developer is required to coordinate with the City of Oxnard's Housing Department to provide early advertisement to local residents in compliance with fair housing law.

Addendum Mitigated Negative Declaration 2004-11 Mitigation Measures

Developer shall comply with the mitigation measures identified in the Final Mitigated Negative Declaration (MND) 2004-11, as modified by Addendum No. 1 to Final MND 2004-11 associated with the development project (PZ Nos. 19-500-04 and 20-300-02).

Air Quality

175. Developer shall ensure that all construction equipment is maintained and tuned to meet applicable Environmental Protection Agency (EPA) and California Air Resources Board (CARB) emission requirements. At such times as new emission control devices or operational modifications are found to be effective, the Developer shall immediately implement such devices or operational modifications on all construction equipment. (MND, C-1)

176. During smog season (May through October), developer shall lengthen the construction period so as to minimize the number of vehicles and equipment operating at the same time. (MND, C-2)
177. At all times during construction activities, Developer shall minimize the area disturbed by clearing, grading, earth moving, or excavation operations to prevent excessive amounts of dust. (MND, C-3)
178. During construction, Developer shall water the area to be graded or excavated prior to commencement of grading or excavation operations. Such application of water shall be at least twice per day and shall penetrate sufficiently to minimize fugitive dust during grading activities. (MND, C-4)
179. During construction, Developer shall control dust by the following activities:
 - a. All trucks hauling graded or excavated material offsite shall be required to cover their loads as required by California Vehicle Code §23114, with special attention to Sections 23114(b)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.
 - b. All graded and excavated material, exposed soils areas, and active portions of the construction site, including unpaved onsite roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible. (MND, C-5)
180. During construction, Developer shall post and maintain onsite signs, in highly visible areas, restricting all vehicular traffic to 15 miles per hour or less. (MND, C-6)
181. During periods of high winds (i.e. wind speed sufficient to cause fugitive dust to impact adjacent properties), Developer shall cease all clearing, grading, earth moving, and excavation operations to prevent fugitive dust from being a nuisance or creating a hazard, either onsite or offsite. (MND, C-7)
182. Throughout construction, Developer shall sweep adjacent streets and roads at least once per day, preferably at the end of the day, so that any visible soil material and debris from the construction site is removed from adjacent roadways. (MND, C-8)
183. Prior to grading permit approval, Developer shall include on the grading plans a reproduction of all conditions of this permit pertaining to dust control requirements. (PL)

Cultural Resources

184. Developer shall contract with a qualified archaeologist to conduct a Phase I cultural resources survey of the project site prior to issuance of any grading permits. The survey shall include: (1) an archaeological and historical records search through the California Historical Resources Information System at CalState Fullerton; and (2) a field inspection of the project site. Upon completion, the Phase I survey report shall be submitted to the Planning Division for compliance verification. A copy of the contract for these services shall be submitted to the Planning Division Manager for review and approval prior to initiation of the Phase I activities.

The contract shall include provisions in case any cultural resources are discovered onsite. In the event that any historic or prehistoric cultural resources are discovered, work in the vicinity of the find shall be halted immediately. The archaeologist shall evaluate the discovery and determine the necessary mitigations for successful compliance with all applicable regulations. Developer or its successor in interest shall be responsible for paying all salaries, fees and the cost of any future mitigation resulting from the survey. (MND, E-1)

185. Developer shall contract with a Native American monitor to be present during all subsurface grading, trenching or construction activities on the project site. The monitor shall provide a monthly report to the Planning Division summarizing the activities during the reporting period. A copy of the contract for these services shall be submitted to the Planning Division Manager for review and approval prior to issuance of any grading permits. The monitoring report(s) shall be provided to the Planning Division prior to approval of final building permit signature. (MND, E-1)

Geology and Soils

186. Developer shall submit a site-specific soils investigation, which shall be prepared by a licensed geotechnical engineer. At a minimum, such study shall include liquefaction and compressible soil characteristics on the subject site, and shall identify any necessary construction techniques or other mitigation measures to prevent significant liquefaction/compressible soils impacts upon the proposed project. all recommendations of said report shall be incorporated into the project. developer shall submit the report to the Building Official for review and approval prior to issuance of building permits. (MND, F-1)

Land Use and Planning

187. Prior to the issuance of building permits, the Developer shall file a Form 7460, "Notice of Proposed Construction with the Federal Aviation Administration (FAA), and provide a copy to the Planning Division that enables the FAA to review the development for any hazard to airport/aviation operations. (MND, G-2)

Noise

188. The applicant shall provide a notice to potential homebuyers and renters disclosing the presence of the Oxnard Airport and a helicopter flight path along West Fifth Street and the potential expansion of the Oxnard Airport. The applicant shall provide such notice to each homebuyer and renter and obtain signatures acknowledging the presence of the Oxnard Airport and helicopter flight path along West Fifth Street and potential expansion of the Oxnard Airport. (MND, K-1)

ENVIRONMENTAL RESOURCES DIVISION

189. To ensure that solid waste generated by the project is diverted from the landfill and reduced, reused or recycled, Developer shall complete and submit a “City of Oxnard C&D Environmental Resources Management & Recycling Plan” (“Plan”) to the City for review and approval. The Plan shall provide that at least 50% of the waste generated on the project be diverted from the landfill. The Plan shall include the entire project area, even if tenants are pursuing or will pursue independent programs. The Plan shall be submitted to and approved by the Environmental Resources Division prior to issuance of a building permit. The Plan shall include the following information: material type to be recycled, reused, salvaged or disposed; estimated quantities to be processed; management method used; destination of material including the hauler name and facility location. Developer shall use the Plan form.
190. Developer shall follow the approved “City of Oxnard C&D Environmental Resources Management & Recycling Plan” and provide for the collection, recycling, and/or reuse of materials (i.e., concrete, wood, metal, cardboard, green waste, etc.) and document results during construction and/or demolition of the proposed project. After completion of demolition and/or construction, Developer shall complete and submit the “City of Oxnard C&D Environmental Resources Management & Recycling Report For Work Completed” (“Work Completed Report”) and provide legible copies of weight tickets, receipts, or invoices for materials sent to disposal or reuse/recycling facilities. For other discarded or salvaged materials, Developer shall provide documentation, on the disposal facility’s letterhead, identifying where the materials were taken, type of materials, and tons or cubic yards disposed, recycled or reused, and the project generating the discarded materials. Developer shall submit and obtain approval of the Work Completed Report prior to issuance of a certificate of occupancy.
191. Developer shall arrange for materials collection during construction, demolition, and occupancy with the City's Environmental Resources Division or Developer shall arrange for self-hauling. Regardless of hauling methods, all materials collected must be conveyed to the Del Norte Regional Recycling and Transfer Station.
192. Covenants, conditions and restrictions (“CC&Rs”) shall be developed for the project that require the homeowner’s association to make provisions to divert at least 50% of the material through source reduction, recycling, reuse, and/or green waste programs.

Developer shall submit a "City of Oxnard C&D Environmental Resources Management & Recycling Occupancy Plan" ("Occupancy Plan") to the City's Environmental Resources Division. An Occupancy Plan must be submitted and approved prior to issuance of a final inspection. The CC&Rs shall require the homeowner's association to submit to the Environmental Resources Division a "City of Oxnard C&D Environmental Resources Management & Recycling Occupancy Report" annually for approval on the anniversary date of the certificate of occupancy or at any such time that the facility's operational functions change significantly.

193. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer.

DEVELOPMENT SERVICES DIVISION STANDARD CONDITIONS

194. Developer shall pay plan check and processing 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)
195. Developer shall have the site improvement plans prepared using standard Development Services Division format(s) by a civil engineer licensed in the State of California. The plans shall incorporate recommendations from soil engineering and geology reports. Prior to issuance of a grading permit, improvement plans must be approved by the City Engineer and ink-on-mylar plans filed with the Development Services Division. (DS-3)
196. Developer shall submit improvement plans and drainage calculations demonstrating that storm drain runoff from the project property and all upstream areas will be safely conveyed to an approved drainage facility. The design and conveyance route shall be compatible with the City's Master Plan of Drainage and shall be approved by the City Engineer prior to approval of improvement plans. (DS-4)
197. Developer shall protect building pads from inundation during a 1% chance (100-year) storm. (DS-5)
198. Developer shall replace all broken, uplifted, or missing curb, gutter, or sidewalk along the street frontage(s) of the project. (DS-6)
199. Before connecting the project to existing sewer and water service laterals, Developer shall inspect (pothole or video) existing lateral(s) and arrange for City staff to view inspection results. Developer shall make repairs to such facilities as determined necessary by City staff. Developer shall bring all existing water services into compliance with current City standards including removal of unused water or sewer laterals by disconnection at the main. (DS-7)

200. Each structure shall be served by separate sewer and water services in accordance with City Code. (DS-8)
201. Curb cut widths and design shall conform to City ordinances, standards, and policies in effect at the time City issues an encroachment permit. (DS-9)
202. Developer's site improvement plans shall include an on-site sewer plan. (DS-10)
203. Developer shall provide fire hydrants such that all points of all structures are within one hundred fifty (150) feet of a fire hydrant, or as otherwise approved by the Fire Department. Fire hydrant line improvements shall be designed in accordance with City standards and shown on the civil site improvement plans prior to issuance of a site improvement/grading permit. Developer shall provide the City with an easement over onsite waterlines using standard City format. (DS-11)
204. Developer shall install on-site and off-site electric, cable, telephone and similar utility service laterals underground in accordance with City ordinances in effect at the time City issues a building permit. Services shall be installed underground to the nearest suitable riser pole as determined by the appropriate utility service provider. (DS-12)
205. Developer shall enter into an agreement, approved as to form by the City Attorney, to install and construct all public improvements required by this permit and by the City Code. Developer shall post security satisfactory to the Finance Director, guaranteeing the installation and construction of all required improvements within the time period specified in the agreement or any approved time extension. (DS-14)
206. A California licensed civil engineer shall prepare the public improvement plans and documents for this project in accordance with City standards and shall submit all such plans to the City Engineer. Submittal shall include, but not necessarily be limited to, grading, street, drainage, sewer, water and other appurtenant improvement plans, construction cost estimates, soils reports, and all pertinent engineering design calculations. City will not approve a parcel map or final map nor issue a grading, site improvement or building permit until the City Engineer has approved all improvement plans. (DS-15)
207. Prior to issuance of a site improvement permit, Developer shall provide to the Development Services Division a compact Disc (CD) containing digital copies of all project maps, address map, and/or civil improvements drawings in DWG format. Prior to improvement bond release, Developer shall provide an updated CD containing all changes that occur during construction. (DS-16)
208. Developer shall provide all necessary easements for streets, highways, alleys, sidewalks, parkways, landscaping, utilities, drainage facilities, or other improvements as required by City. If such easements cannot be obtained from the property owner by negotiation, City may acquire them at the expense of Developer by exercise of the power of eminent domain. Developer shall bear all costs of eminent domain proceedings, including appraisal,

acquisition, attorney's fees, and court costs. Before City issues a site improvement permit, Developer shall dedicate all required easements to City. (DS-19)

209. 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)
210. Developer shall pay the cost of all inspections of on-site and off-site improvements. (DS-22)
211. Developer shall be responsible for all project-related actions of Developer's employees, contractors, subcontractors, and agents until City accepts the improvements. (DS-23)
212. Prior to beginning construction, Developer shall designate in writing an authorized agent who shall have complete authority to represent and to act for Developer. The authorized agent shall be present at the work site whenever work is in progress. Developer or the authorized agent shall make arrangements acceptable to City for any emergency work. When City gives orders to the authorized agent to do work required for the convenience and safety of the general public because of inclement weather or any other cause, and the orders are not immediately acted upon by the authorized agent, City may do or have such work done by others at Developer's expense. (DS-24)
213. "Standard Specifications for Public Works Construction" latest edition (including modifications thereto by City) and applicable City Standard Plates and Design Criteria shall be the project specifications, except as noted otherwise on the approved improvement plans. City reserves the right to upgrade, add to, or revise these specifications and plans and all other City ordinances, policies, and standards. If the improvements required of this project are not completed within 12 months from the date of City's approval of the improvement plans, Developer shall comply with and conform to any and all upgraded, additional or revised specifications, plans, ordinances, policies and standards. (DS-27)
214. Prior to issuance of a grading/site improvement permit, developer shall obtain Development Services Director approval for any proposed construction phasing. The improvement plans (and associated phasing plans) shall clearly indicate any interim or off-site improvements required by City. (DS-28)
215. Developer shall retain a California licensed Civil Engineer to ensure that the construction work conforms to the approved improvement plans and specifications and to provide certified "as-built" plans after project completion. Developer's submittal of certified "as-built" plans is a condition of City's final acceptance of the project and release of any associated security. (DS-29)
216. All grading shall conform to City's standard grading notes, City Code, and recommendations of Developer's soils engineer as approved by the City Engineer. (DS-30)

217. Developer shall construct sufficient drainage facilities concurrent with rough grading operations to mitigate any potential flooding or erosion affecting adjacent properties and public rights-of-way. (DS-31)
218. Developer shall design all slopes steeper than 5 (horizontal) to 1 (vertical) with a minimum 18- inch wide level area (at both top and bottom of slope) where it adjoins a wall, fence, sidewalk, trail, curb or similar improvement. (DS-32)
219. Storm drain, sewer and water facilities shall conform to applicable City Master Plans. Developer shall prepare plans for these facilities in accordance with City's engineering design criteria in effect at the time of improvement plan submittal. Developer shall submit plans with pertinent engineering analyses and design calculations for review and approval by the City Engineer prior to issuance of a site improvement permit. (DS-34)
220. Developer shall design project grading to convey stormwater to a street, alley, or approved drain so that there are no undrained depressions. (DS-35)
221. Prior to issuance of a site improvement permit, Developer shall provide to the City Engineer easements or written consent (as determined appropriate by the Development Services Director) from all affected landowners for any diversion of historical flows or change in drainage conditions caused by the project. (DS-36)
222. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer. (DS-38)
223. Developer shall install water mains, fire hydrants and water services in conformance with City standard plates, design criteria and specifications as directed by the City Engineer. (DS-41)
224. Developer shall install adequately sized water services and meters to each lot or unit in accordance with City standards in effect at the time of building permit issuance. There shall be no interconnections between structures. (DS-42)
225. Developer shall install City approved backflow prevention devices for water connections if so ordered by the City Engineer. (DS-45)
226. Prior to designing the water system for the project, Developer shall have a certified fire flow test performed to determine existing water pressure and flow characteristics. The water system shall be designed to allow for a 10 psi drop in the static water pressure measured during the fire flow test. After construction and before City issues a certificate of occupancy, the City Engineer may require a second test. Developer shall obtain permits from the City Engineer prior to performing tests. Developer shall have all tests certified by a mechanical, civil, or fire protection engineer and provide written results of all tests to the City Engineer. (DS-47)

227. Developer shall provide soils reports, "R" value tests, and compaction tests for all streets. Determination of the actual structural sections shall be based on City's design procedure, "R" value tests of in-place soils, and approved traffic indices. (DS-53)
228. Developer shall install all water, gas, sewer, storm drain, electrical, cable television, and telephone lines before any paving is placed. (DS-54)
229. Developer shall submit a landscape irrigation plan prepared by a licensed professional, showing proper water meter size, backflow prevention devices, and cross-connection control. (DS-59)
230. Developer shall submit a street lighting plan as a part of the civil improvement plans. Developer shall install streetlights in accordance with the plan. (DS-60)
231. As a part of the site improvement plans, Developer shall submit a master utility plan that shows the relative location of all public and private utilities (including gas, electric, street lights, telephone and cable television lines) in accordance with City standard plans. (DS-61)
232. Developer shall be responsible for and bear the cost of replacement of all existing survey monumentation (e.g., property corners) disturbed or destroyed during construction, and shall file appropriate records with the Ventura County Surveyor's Office. (DS-64)
233. Prior to issuance of building permits, Developer shall record a final map or parcel map. (DS-65)
234. Developer shall provide three City refuse containers for each lot or unit. An alternative number of containers may be approved by the Environmental Resources Division. (DS-67)
235. Developer shall construct a 9 foot by 3 foot level concrete pad for storage of three refuse containers in the side yard area or other location approved by the Development Services Manager that is out of view from the street. The storage location shall not be within the garage. Developer shall construct a paved path from the storage location to the street (or other assigned pickup area) that does not require entering the garage. All gates or doors along the path shall be constructed with a minimum of 36 inches of clear space to allow passage of the containers. Storage location and path shall be shown on the fine grading plans. (DS-68)
236. Developer shall provide adequate vehicle sight distance as specified by CalTrans specifications at all driveways and intersections. (TR-71)
237. Developer's engineer shall submit written confirmation that the project landscape drawings comply with the landscape requirements of the Technical Guidance Manual for Stormwater Quality Control Measures for all landscape based stormwater quality best management practices. (DS-84)

238. Developer shall construct proposed walkways that cross vehicular drive aisles of colored enhanced concrete. The concrete color shall contrast with the parking lot paving material to clearly identify pedestrian areas. (DS-101)
239. Developer shall pay to the County of Ventura a road mitigation fee in accordance with the agreement between the City and the County of Ventura. Proof of payment shall be provided to the Development Services Division prior to issuance of a building permit. (DS-105)

STORMWATER QUALITY

240. Developer shall design project to minimize degradation of stormwater quality by complying with the applicable sections of the Los Angeles Regional Water Quality Control Board's municipal separate storm sewer system ("MS4") permit (Order R4-2010-0108 including all revisions) for new development and redevelopment projects. Developer shall submit stormwater quality calculations and associated construction plans demonstrating compliance with the MS4 permit. Calculations shall generally be organized to follow the steps outlined in Chapter 2 of the 2011 Technical Guidance Manual for Stormwater Control Measures ("2011 TGM"). (DS-78)
241. Developer's stormwater quality calculations shall include site specific analysis and recommendations from a geotechnical engineer, and if applicable, a landscape architect for design and implementation of stormwater treatment and infiltration devices. Geotechnical Engineering analysis and recommendations shall include, but not necessarily be limited to, determination of site specific soil infiltration rates, depth to permeable soil layers, methods to reach permeable soil layers, appropriate compaction rates, recommendations to enhance infiltration, and other requirements of the 2011 TGM. Landscape architectural recommendations shall include, but not necessarily be limited to, suggestions regarding appropriate vegetation and soil amendments for vegetated infiltration devices. Project plans shall implement approved design recommendations. (DS-81)
242. Using forms provided by the Development Services Division, Developer shall submit a stormwater quality control measures maintenance and operations plan ("the Plan") for this project. If the BMPs implemented with this project include proprietary products that require regular replacement and/or cleaning, the Developer shall provide proof of a contract with an entity qualified to provide such periodic maintenance. The property owner is responsible for the long-term maintenance and operation of all BMPs included in the project design. Upon request by the City, the property owner shall provide written proof of ongoing BMP maintenance operations. No grading or building permit shall be issued until the Development Services Manager approves the Plan and the Developer provides an executed copy of the City's stormwater covenant with the Plan included as an exhibit for recordation by the City. (DS-82)

243. Developer's stormwater quality control measures maintenance and operations plan shall include: 1) Requirement to clean on-site storm drains at least twice a year; once immediately before the first of October (the beginning of the rainy season) and once in January. The City Engineer may require additional cleaning; 2) Requirement to maintain parking lots free of litter and debris. Developer shall sweep sidewalks, drive aisles, and parking lots regularly to prevent the accumulation of litter and debris. When swept or cleaned, debris must be trapped and collected to prevent entry into the storm drain system. Developer may not discharge any cleaning agent into the storm drain system; 3) Requirement to label all on-site storm drain inlets with the message "Don't Dump - Drains to Ocean" in accordance with City standards. (DS-83)
244. Developer shall provide pre-treatment for all infiltration based stormwater quality Best Management Practices ("BMPs"). Pre-treatment devices must effectively reduce sediment load entering infiltration BMPs to minimize occlusion of underlying soils and reduce long term maintenance requirements and thereby maintain the infiltration capacity of the BMP. 2011 TGM compliant pre-treatment such as vegetated swales are an approved form of pre-treatment. Proprietary pre-treatment devices must be capable of removing 80% of 50 micron particles to be considered adequate pre-treatment. Typical catch basin inserts do not provide the sufficient sediment storage to provide pre-treatment. (DS-85)
245. Prior to issuance of a grading, building or demolition permit and prior to commencement of any clearing, grading or excavation, Developer shall provide evidence of assignment of a permit identification number by the California State Water Resources Control Board indicating submittal of a Notice of Intent (NOI) by the Developer in accordance with the NPDES Construction General Permit. Developer shall comply with all requirements of the General Permit and the Ventura Countywide MS4 Permit, including preparation of a Stormwater Pollution Prevention Plan (SWPPP). Developer shall keep the SWPPP updated to reflect current site conditions and a copy of the SWPPP shall be kept onsite and available for City or designated representative to review upon request. (DS-86)
246. Developer shall install 'Full Capture System Devices' ("Devices") certified by the State Water Resources Control Board Executive Director in compliance with the Statewide Trash Amendments ("Amendments") in all catch basins accepting stormwater runoff from any portion of this project that meets the definition of 'Priority Land Use' as defined by the Amendments at the time of issuance of a grading/site improvement permit. The Devices shall be sized and designed in accordance with requirements of the Amendments and the Technical Guidance Manual for Stormwater Quality Control Measures ("TGM"). (DS-88)

DEVELOPMENT SERVICES DIVISION SPECIAL CONDITIONS

247. Developer shall process the final map for Tract 6064 (PZ 20-300-02) concurrent with the site improvement plans for this project. The final map shall be processed for recordation concurrent with approval of the site improvement plans for this project. (DS)

248. Developer shall upgrade the two existing curb ramps at the intersection of Portofino Place and West Fifth Street to the latest Americans with Disabilities Act (ADA) standards. (DS)
249. Developer shall design all slopes steeper than 5 (horizontal) to 1 (Vertical) with a minimum 24-inch wide level area (at both top and bottom of slope) where it adjoins a wall, fence, sidewalk, trail, curb or similar improvement. (DS)
250. All new driveway approaches shall be constructed to multi-family residential style per City standard plate 115. (DS)
251. Developer shall construct proposed pedestrian paths that cross private vehicular drive aisles of colored enhanced concrete or pavers. The color shall contrast with the parking lot asphalt to clearly identify pedestrian areas. (DS)
252. Onsite infrastructure improvements, including pavement, sidewalks, and underground utilities such as storm drainage and sanitary sewer systems, shall be privately owned and maintained. Systems that will be owned by the City, such as the water system, shall be clearly labeled as 'Public' on the project improvement plans. Developer shall design and construct all private improvements in accordance with public standards. Developer shall also provide evidence that maintenance costs for these shared facilities is provided for in a recorded agreement, CC&Rs, or similar document in a manner acceptable to the Community Development Director. (DS)
253. On and offsite sidewalks shall be a minimum of 5-feet wide. Where existing obstructions encroach into the sidewalk, such as at fire hydrants or light poles, the minimum walkway clearance shall be 4-feet wide. (DS)
254. Developer shall install fire hydrants in accordance with City standard plate 300 which requires hydrants be placed a minimum of 5-feet beyond curb return end of curb returns (ECRs) and beginning of curb returns (BCRs). (DS)
255. Developer shall locate water meters near the back of curb in accordance with City standard plates. (DS)
256. Developer shall dedicate a water easement to the City that encompasses the onsite water system as required by Public Works Standards and as directed by the City Engineer. The easement shall encompass all fire hydrants, water meters, water mains, and valves. Unless otherwise approved by the City Engineer, water service lines after the meters and privately-owned backflow devices shall be located outside of the water easement. Except where approved by the City Engineer for incidental crossings, all other utilities shall be located outside of the water easement. (DS)
257. Developer shall properly abandon all existing sewer and water laterals to the project site that are not proposed for use by the project. Abandonment shall extend to the point of connection with the main or to the nearest sewer manhole (Quilan Court and Riviera Court)

if abandoning a portion of the sewer main unless directed otherwise by the City Engineer. These requirements shall be clearly indicated on the civil site improvement plans. (DS)

258. The sewer system shall be designed with sewer manholes, mains, and laterals located a minimum of 10-feet from all detention and retention basins. Sewer laterals coming off from the onsite private system shall be privately owned and maintained, including the connection at the public manhole located in Portofino Place. (DS)
259. Developer shall design the detention, retention, and infiltration facilities to be underground, meeting the requirements of the City of Oxnard and the 2011 Technical Guidance Manual for Stormwater Control. The design must include an access vault for each facility for inspection and maintenance purposes. Developer shall provide a confirmation letter from the project geotechnical engineer approving the design and location of all detention, retention, and infiltration facilities, including a minimum setback requirement of 8-feet from any structures. The letter shall confirm that the design conforms to the Geotechnical Engineer's recommendations for structural and geotechnical setbacks from ownership lines sufficient to protect adjacent owners from negative impacts. Developer shall provide calculations demonstrating that the proposed detention, retention, and infiltration facilities will not negatively impact the structural integrity of foundation support of the adjacent block wall or residential homes. (DS)
260. The project drainage report shall be prepared to provide the following information to the satisfaction of the City Engineer; a) a set of calculations demonstrating that the required treatment flowrate for each basin is filtered through the Filterra Bioscape unit (or approved equal biofiltration device) before overflowing and bypassing treatment; b) provide hydraulic analysis demonstrating that the onsite storm drainage conduits will convey and route the required flow rates and detention volumes between the retention and detention basins up to the 10-year storm event; c) the design shall also include overflow structures that discharge flows up to a 10-year event within the conduits to the public drainage system; d) storms exceeding a 10-year event shall be conveyed to a public street in a safe non-erosive manner away from the proposed onsite and nearby neighboring structures; and e) demonstrate that drainage along the existing 10-foot landscape easement will be conveyed away from all structures and that no localized ponding will occur. (DS)
261. The project shall design the onsite drainage with detention facilities to limit the post-construction runoff rates to 10-year pre-development levels established by Tract 5640, DWG 05-18A, with the maximum 10-year flow rate of 4.24 cfs for Portofino Place and 7.1 cfs for Riviera Court. The detention basins shall be designed in accordance with Public Works standards and policies. The Developer shall provide a City standard Declaration of Restrictive Covenant for Detention Basin Perpetual Maintenance by the property owner prior to approval of the grading/site improvement plans. (DS)
262. Developer's geotechnical engineer shall perform percolation tests on the exposed bottom of all the infiltration basin(s) after all grading has been completed and no further compaction is expected. Geotechnical engineer shall provide the City with a written opinion that the exposed soil layer is suitable for the proposed infiltration facility based on review of the

existing geotechnical reports, percolation tests, infiltration facility design, and characteristics of the exposed soil layer. This requirement shall be clearly noted on the improvement plans. The report shall be reviewed and approved by the project civil engineer. (DS)

263. Developer shall install 'Full Capture System Devices' ("Devices") certified by the State Water Resources Control Board Executive Director in compliance with the Statewide Trash Amendments ("Amendments") in the flow control structures discharging stormwater runoff offsite from any portion of this project that meets the definition of 'Priority Land Use' as defined by the Amendments at the time of issuance of a grading/site improvement permit. The Devices shall be sized and designed in accordance with requirements of the Amendments and the Technical Guidance Manual for Stormwater Quality Control Measures ("TGM"). (DS)
264. The surface retention basins shall be designed to include the landscaping and soil amendments per the TGM. (DS)
265. Prior to issuance of a site improvement permit, Developer shall provide (or update as appropriate) 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)
266. Developer shall slurry seal Portofino Place from Dunkirk Drive to West Fifth Street after all street and utility improvements have been constructed. (DS)
267. Developer shall examine the as-built improvement plans DWG 05-18A from Tract 5640, and field verify all utilities in and around the project site and update the improvement plans accordingly. (DS)
268. Traffic calming devices and design measures are subject to review and approval of the City Traffic Engineer. (DS)
269. Developer shall not construct the dual sidewalk on Fifth Street. (DS)
270. Developer shall design the grading and drainage between the residential units and the existing wall along the southern property line to safely channel drainage away from the existing wall and proposed structures to the satisfaction of the City Engineer. The design must ensure there are no depressed undrained conditions. (DS)
271. Unless proven technically infeasible, the Developer shall construct the retaining wall at the property line to eliminate any gaps that would otherwise exist between the project site and the neighboring property. (DS)
272. Developer must acquire permission from the westerly property owner before making a pedestrian connection to Jolley Roger Way. (DS)

TRAFFIC CONDITIONS

273. To enhance pedestrian safety along Fifth Street, the Developer shall retrofit the existing street lights along the project frontage with 4000k LED lights. Lighting upgrades shall be completed prior to occupancy. (TR)
274. All internal drive aisles shall be designed and maintained as Fire Lanes for parking regulatory and enforcement purposes. (DS)
275. Project driveways to Fifth Street will be maintained as right turn in and out only at all times. (TR)
276. Prior to occupancy, the project shall install an EMTRAC system at the intersection of Fifth Street and Patterson Road as required by the Fire Department subject to approval of the City Traffic Engineer. (TR)
277. The Developer shall construct two (2) traffic calming devices on Portofino Place. One will be installed south of Fifth Street and other between the main project driveway and Dunkirk to reduce likelihood of excessive vehicle speeds. Final design shall be subject to approval of the City Traffic Engineer and City Engineer. Final design shall include; a) a speed feedback sign and 2) asphalt speed cushions in both directions to suppress speeds to a 25 MPH design speed objective (TR)
278. The Developer shall install traffic control signage, markings, and other traffic control devices along Portofino Place and Fifth Street subject to approval of the City Traffic Engineer. (TR)

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 18th day of November, 2021, by the following vote:

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 18th day of November 2021, and carried by the following vote:

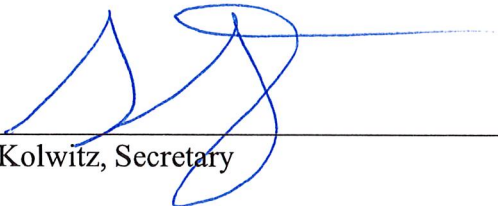
AYES: Commissioner(s): Vice Chair Arruejo; Commissioners Connelly; Lopez; Nash; Sanchez

NOES: Commissioner(s): Chair Chavez Jr.

ABSENT: Commissioner(s): Commissioner Meyer

ABSTAIN: Commissioner(s):

RECUSED: Commissioner(s):



Scott Kolwitz, Secretary

RESOLUTION NO. 2021-40

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ADDENDUM TO MITIGATED NEGATIVE DECLARATION (MND) 2004-11 TO CHANGE THE GENERAL PLAN LAND USE DESIGNATION OF THE PROPERTY FROM BUSINESS RESEARCH PARK TO RESIDENTIAL MEDIUM, CHANGE THE ZONE FROM BUSINESS RESEARCH PARK TO MULTIPLE-FAMILY, AND ALLOW THE CONSTRUCTION OF 90, TWO-STORY CONDOMINIUM DWELLING UNITS EACH WITH ATTACHED 2-CAR GARAGES, 214 TOTAL VISITOR PARKING SPACES, COMMON SWIMMING POOL AND PLAYGROUND AREA, 3,281 SQUARE-FOOT RECREATION BUILDING, ENTRY GATES AND PERIMETER WALLS, PRIVATE ROADS, DETENTION BASINS, LANDSCAPING AND ASSOCIATED SITE IMPROVEMENTS ON A 7.61-ACRE SITE LOCATED ALONG THE SOUTH SIDE OF FIFTH STREET AT THE INTERSECTION OF PORTOFINO PLACE (APNs: 185-0-221-025, 185-0-221-265, AND 185-0-223-015). FILED BY THE LAW OFFICE OF K.M. NEISWENDER, P.O. BOX 1225, BLUE JAY, CA 92317, THE APPLICANT.

WHEREAS, the Law Offices of K.M. Neiswender filed entitlement applications with the City of Oxnard on November 7, 2019, General Plan Amendment (PZ 20-620-02), Zone Change (PZ 20-570-02), Special Use Permit (PZ 19-500-04), and a Tentative Subdivision Map (PZ 20-300-02); and

WHEREAS, if the aforementioned entitlement applications are collectively approved by the City of Oxnard, the project would be permitted to develop a 7.61 acre project site with 90, two-story condominium dwelling units each with attached 2-car garages, 214 total visitor parking spaces, common swimming pool and playground area, 3,281 square-foot recreation building, entry gates and perimeter walls, private roads, detention basins, landscaping and associated site improvements at the subject project site (APNs: 185-0-221-025, 185-0-221-265, AND 185-0-223-015) ("Project"); and

WHEREAS, the project was initially reviewed by the City Council as a Pre-Application (PZ 18-600-02) on March 19, 2019, where the City Council discussed the ability for the project to incorporate inclusionary housing on the project site instead of requesting to pay the affordable housing in-lieu fee payment; and

WHEREAS, the project applicant mailed notices to all property owners within the Sea View Estates neighborhood and presented the project at the April 20, 2020 Community Workshop; and

Whereas, on November 9, 2004, pursuant to the California Environmental Quality Act (Pub. Res. Code § 21000 et seq.: "CEQA") and the State Guidelines for Implementation of CEQA (14 Cal. Code Regs. § 15000 et seq.: "State CEQA Guidelines"), the City Council adopted a Mitigated Negative Declaration for The Dunkirk Drive Project (MND 2004-11); and

Whereas, the MND adequately addressed and mitigated the potential environmental impacts associated with the Dunkirk Drive project, which included a General Plan Amendment, Zone Change, Tentative Subdivision Map and Planned Residential

Group/Special Use Permit for commercial development on a 7.6-acre portion of the project site as well as residential development on an adjacent 10-acre property to the south of the site; and

Whereas, the MND was not legally challenged and thus is presumed valid in accordance with Public Resources Code section 21167.2 and section 15367 of the State CEQA Guidelines (Cal. Code Regs., Title. 14, § 15000 et seq.); and

Whereas, the City is the lead agency for purposes of the project pursuant to Public Resources Code section 21067; and

Whereas, pursuant to CEQA, when taking subsequent discretionary actions in furtherance of a project for which an MND has been approved, the Lead Agency is required to prepare an Addendum to a previously approved MND if some changes or additions to the MND are necessary but none of the conditions described in State CEQA Guidelines Section 15162 calling for preparation of a subsequent MND have occurred; and

Whereas, the Planning Division evaluated the project by preparing an Addendum, and based on that Addendum, and all other information in the administrative record, has determined that none of the circumstances identified in State CEQA Guidelines Section 15162 have arisen as a result of the project, and that an Addendum to the Final MND 2004-11 for the Dunkirk Drive project is appropriate to analyze the reasonably foreseeable environmental impacts of the modified project; and

Whereas, Addendum No. 1 to Final MND 2004-11 is attached to the staff report in is incorporated by reference; and

Whereas, Addendum No. 1 to Final MND 2004-11 has been provided to and has been reviewed by the Planning Commission in connection with the previously approved MND 2004-11, which is available for inspection at City Hall and is posted on the City's website, and are incorporated herein by reference; and

Whereas, pursuant to State CEQA Guidelines section 15164, subdivision (c), the Addendum is not required to be circulated for public review, but can be attached to the adopted MND 2004-11; and

Whereas, in accordance with CEQA, the Planning Commission considered the proposed Addendum to the previously adopted Final MND 2004-11, finds on the basis of the whole record before it (including the initial study and adopted mitigated negative declaration) that with Mitigation Monitoring/Reporting Program and imposition of mitigation measures as conditions of approval, there is no substantial evidence that the project will have a significant effect on the environment, further finds that the Addendum to the previously adopted MND 2004-11 reflects the independent judgment of the City, and adopts the Addendum to the previously adopted MND 2004-11; and

Whereas, the Development Advisory Committee (DAC) reviewed the plans on December 18, 2019, February 24, 2021 and May 12, 2021 and provided conditions of approval for the project; and

WHEREAS, on November 18, 2021, the Planning Commission of the City of Oxnard conducted a duly noticed public hearing to consider adopting the Addendum to the MND 2004-11; and

WHEREAS, the Planning Commission finds after due study and deliberation that the public interest and general welfare require the adoption of the Addendum to the MND 2004-11; and

WHEREAS, the Applicant agrees as a condition of this Resolution that at its own expense, to indemnify and defend the City of Oxnard and its agents, officers and employees from and against any claims, actions or proceedings to attack, set aside, void or annul the approval of this Resolution or any actions or proceedings, acts or determinations taken, done or made before the approval of this Resolution that were part of the approval process.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF OXNARD:

SECTION 1. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. In recommending adoption of this Addendum to MND 2004-11, the Planning Commission finds and determines the project is in compliance with the California Environmental Quality Act because an Addendum to the Mitigated Negative Declaration (MND 2004-11) that was prepared for the 2004 Dunkirk Drive Project was considered by the Planning Commission at the public hearing for the Portofino Place project. The Addendum to the Final MND was prepared pursuant to the requirements of the California Environmental Quality Act (CEQA, Public resources Code §§ 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines. The City of Oxnard is the Lead Agency. The Addendum is appropriate pursuant to CEQA Guidelines § 15164 since only minor changes and additions to the MND are necessary to address the Project changes and no circumstances exist calling for the preparation of a subsequent negative declaration pursuant to CEQA Guidelines § 15162 and 15163. With implementation of the MND 2004-11 mitigation measures, there is no substantial evidence that the proposed project will have a significant effect upon the environment.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard hereby recommends that the City Council adopt an Addendum to MND 2004-11, attached to the staff report and incorporated by reference.

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 18th day of November, 2021, by the following vote:

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 18 day of November, 2021, and carried by the following vote:

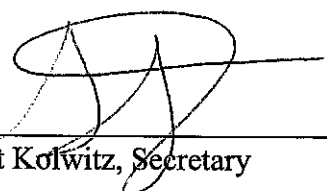
AYES: Commissioner(s): Vice Chair Arruejo; Commissioners Connelly; Lopez; Nash; Sanchez

NOES: Commissioner(s): Chair Chavez Jr.

ABSENT: Commissioner(s): Commissioner Meyer

ABSTAIN: Commissioner(s):

RECUSED: Commissioner(s):



Scott Kolwitz, Secretary

RESOLUTION NO. 2021-41

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING THAT THE CITY COUNCIL APPROVE GENERAL PLAN AMENDMENT PZ 20-620-02 CHANGING THE LAND USE DESIGNATION OF THE SUBJECT PROJECT SITE (APNs: 185-0-221-025, 185-0-221-265, AND 185-0-223-015) FROM BUSINESS RESEARCH PARK TO RESIDENTIAL MEDIUM IN THE 2030 GENERAL PLAN LAND USE DESIGNATION MAP. FILED BY THE LAW OFFICE OF K.M. NEISWENDER, P.O. BOX 1225, BLUE JAY, CA 92317, THE APPLICANT.

WHEREAS, the Law Offices of K.M. Neiswender filed entitlement applications with the City of Oxnard on November 7, 2019, General Plan Amendment (PZ 20-620-02), Zone Change (PZ 20-570-02), Special Use Permit (PZ 19-500-04), and a Tentative Subdivision Map (PZ 20-300-02); and

WHEREAS, if the aforementioned entitlement applications are collectively approved by the City of Oxnard, the project would be permitted to develop a 7.61 acre project site with 90, two-story condominium dwelling units each with attached 2-car garages, 214 total visitor parking spaces, common swimming pool and playground area, 3,281 square-foot recreation building, entry gates and perimeter walls, private roads, detention basins, landscaping and associated site improvements at the subject project site (APNs: 185-0-221-025, 185-0-221-265, AND 185-0-223-015) ("Project"); and

WHEREAS, the proposed General Plan Amendment would change the land use designation of the subject project site from Business Research Park to Residential Medium; and

WHEREAS, the Project was initially reviewed by the City Council as a Pre-Application (PZ 18-600-02) on March 19, 2019, where the City Council discussed the ability for the project to incorporate inclusionary housing on the project site instead of requesting to pay the affordable housing in-lieu fee payment; and

WHEREAS, the Project applicant mailed notices to all property owners within the Seaview Estates neighborhood and presented the project at the April 20, 2020 Community Workshop; and

WHEREAS, in accordance with the California Environmental Quality Act, the Planning Commission considered the proposed Addendum to a previously adopted Mitigated Negative Declaration (MND 2004-11) before making its recommendation, finds on the basis of the whole record before it (including the initial study and adopted MND 2004-11) that with the previously adopted Mitigation Monitoring/Reporting Program is included in MND 2004-11 document and incorporated by reference in this and related resolutions and permits and imposition of mitigation measures as conditions of approval, there is no substantial evidence that the project will have a significant effect on the environment, further finds that the Addendum to the previously adopted MND 2004-11 reflects the independent judgment of the City, and recommends that the City Council adopt the Addendum to the previously adopted MND 2004-11; and

WHEREAS, the Planning Commission is concurrently recommending the City Council approve a Zone Change for the project site from Business Research Park to

Multiple-Family (R-2) (PZ 20-570-02), and a Tentative Subdivision Map (Tract No. 6064) for condominium purposes and to combine three existing lots into two lots (PZ 20-300-02)

WHEREAS, the Planning Commission is concurrently approving Special Use Permit (PZ 19-500-04) to develop a 7.61 acre project site with 90, two-story condominium dwelling units each with attached 2-car garages, 214 total visitor parking spaces, common swimming pool and playground area, 3,281 square-foot recreation building, entry gates and perimeter walls, private roads, detention basins, landscaping and associated site improvements subject to approval of the related actions as specified within the Special Use Permits conditions of approval, respectively; and

WHEREAS, the Project has been reviewed by the Development Advisory Committee (DAC) and the DAC has prepared conditions of approval that are incorporated within the recommended entitlements; and

WHEREAS, on November 18, 2021, the Planning Commission of the City of Oxnard conducted a duly noticed public hearing to consider Planning and Zoning Permit No. 20-620-02 (General Plan Amendment) in accordance with the City's 2030 General Plan and Oxnard City Code; and

WHEREAS, the Planning Commission finds after due study and deliberation that the public interest and general welfare require the approval of a General Plan Amendment changing the 2030 General Plan land use map designation of the project site from Business Research Park to Residential Medium; and

WHEREAS, the pursuit of the General Plan Amendment is a reasonable exercise of the City's police powers to ensure the continued health, safety, and welfare of the public by providing housing opportunities for the residents of the City of Oxnard; and

WHEREAS, the proposed General Plan Amendment is consistent with the policies and directives in the 2030 General Plan and Zoning Ordinance to allow development to those areas that can be served by existing or planned utilities, transportation, and service systems. The proposed General Plan Amendment does not represent a significant change in the 2030 General Plan and Zoning Ordinance nor does it result in significant new environmental impacts that have not been previously evaluated; and

WHEREAS, the Applicant agrees as a condition of this Resolution that at its own expense, to indemnify and defend the City of Oxnard and its agents, officers and employees from and against any claims, actions or proceedings to attack, set aside, void or annul the approval of this resolution or any actions or proceedings, acts or determinations taken, done or made before the approval of this resolution that were part of the approval process.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF OXNARD:

SECTION 1. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. The Planning Commission finds that the General Plan Amendment is internally consistent with all other provisions of the City of Oxnard 2030 General Plan

SECTION 3. The Planning Commission finds that the General Plan Amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

SECTION 4. The Planning Commission finds that the project site associated with the General Plan Amendment is physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle access, and public services and utilities and is served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the proposed use would likely generate, to ensure that the proposed use(s) and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The Planning Commission determines that the proposed change in land use designation from Business Research Park to Residential Medium is the best use for the subject project site.

SECTION 6. The Planning Commission determines that the General Plan Amendment is in the best interests and welfare of the City and its residents.

SECTION 7. In recommending adoption of this Resolution for the General Plan Amendment, the Planning Commission finds and determines the project is in compliance with the California Environmental Quality Act because an Addendum to the Mitigated Negative Declaration (Final MND 2004-11) that was prepared for the 2004 Dunkirk Drive Project was considered by the Planning Commission at the public hearing for the Portofino Place project. The Addendum to the Final MND was prepared pursuant to the requirements of the California Environmental Quality Act (CEQA, Public resources Code §§ 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines. The City of Oxnard is the Lead Agency. The Addendum is appropriate pursuant to CEQA Guidelines § 15164 since only minor changes and additions to the MND are necessary to address the Project changes and no circumstances exist calling for the preparation of a subsequent negative declaration pursuant to CEQA Guidelines § 15162 and 15163. With implementation of the MND 2004-11 mitigation measures, there is no substantial evidence that the proposed project will have a significant effect upon the environment.

SECTION 8. Except as expressly amended herein, the 2030 General Plan Land Use Map shall remain in full force and effect and shall apply to the property affected by this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard hereby recommends that the City Council approve a General Plan Amendment (PZ 20-620-02), which amends the City's 2030 General Plan Land Use Map, in accordance with Exhibit "A" attached hereto and made a part of this Resolution.

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 18th day of November, 2021, by the following vote:

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 18th day of November, 2021, and carried by the following vote:

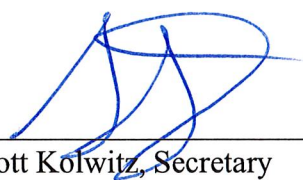
AYES: Commissioner(s): Vice Chair Arruejo; Commissioners Connelly; Lopez; Nash; Sanchez

NOES: Commissioner(s): Chair Chavez Jr.

ABSENT: Commissioner(s): Commissioner Meyer

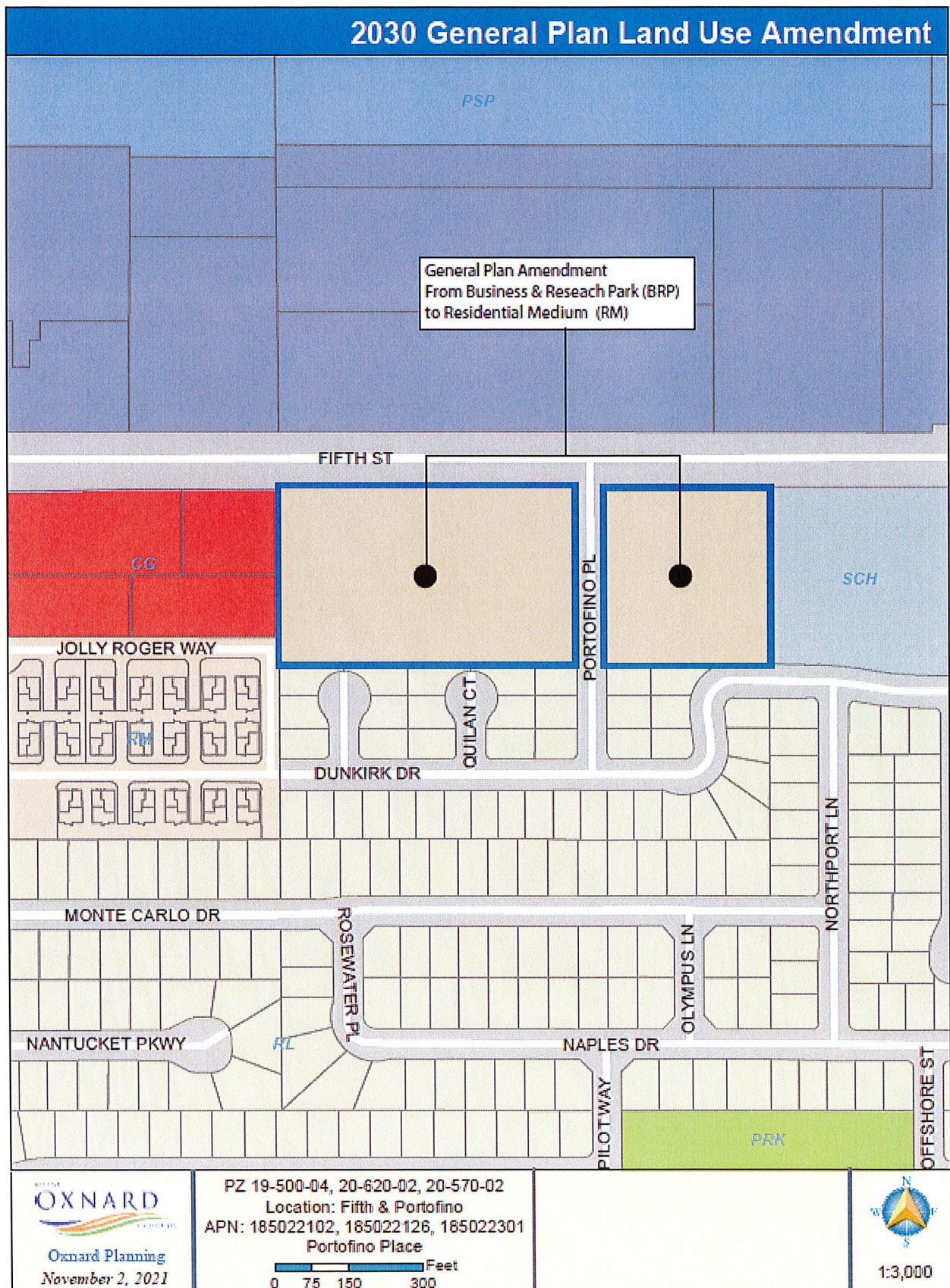
ABSTAIN: Commissioner(s):

RECUSED: Commissioner(s):



Scott Kolwitz, Secretary

EXHIBIT A



RESOLUTION NO. 2021- 42

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING THAT THE CITY COUNCIL APPROVE ZONE CHANGE ORDINANCE PZ 20-570-02 OF THE SUBJECT PROJECT SITE (APNs: 185-0-221-025, 185-0-221-265, AND 185-0-223-015) FROM BUSINESS RESEARCH PARK TO RESIDENTIAL MULTIPLE-FAMILY. FILED BY THE LAW OFFICE OF K.M. NEISWENDER, P.O. BOX 1225, BLUE JAY, CA 92317, THE APPLICANT.

WHEREAS, the Law Offices of K.M. Neiswender filed entitlement applications with the City of Oxnard on November 7, 2019, General Plan Amendment (PZ 20-620-02), Zone Change (PZ 20-570-02), Special Use Permit (PZ 19-500-04), and a Tentative Subdivision Map (PZ 20-300-02); and

WHEREAS, if the aforementioned entitlement applications are collectively approved by the City of Oxnard, the project would be permitted to develop a 7.61 acre project site with 90, two-story condominium dwelling units each with attached 2-car garages, 214 total visitor parking spaces, common swimming pool and playground area, 3,281 square-foot recreation building, entry gates and perimeter walls, private roads, detention basins, landscaping and associated site improvements at the subject project site (APNs: 185-0-221-025, 185-0-221-265, AND 185-0-223-015) (“Project”); and

WHEREAS, the proposed Zone Change requests that the City’s Zoning Ordinance Map change the zoning of the subject project site from Business Research Park (BRP) to Residential Multiple-Family (R-2); and

WHEREAS, the Project was initially reviewed by the City Council as a Pre-Application (PZ 18-600-02) on March 19, 2019, where the City Council discussed the ability for the project to incorporate inclusionary housing on the project site instead of requesting to pay the affordable housing in-lieu fee payment; and

WHEREAS, the Project applicant mailed notices to all property owners within the Seaview Estates neighborhood and presented the project at the April 20, 2020 Community Workshop; and

WHEREAS, in accordance with the California Environmental Quality Act, the Planning Commission considered the proposed Addendum to a previously adopted Mitigated Negative Declaration (MND 2004-11) before making its recommendation, finds on the basis of the whole record before it (including the initial study and adopted MND 2004-11) that with the previously adopted Mitigation Monitoring/Reporting Program is included in MND 2004-11 document and incorporated by reference in this and related resolutions and permits and imposition of mitigation measures as conditions of approval, there is no substantial evidence that the project will have a significant effect on the environment, further finds that the Addendum to the previously adopted MND

2004-11 reflects the independent judgment of the City, and recommends that the City Council adopt the Addendum to the previously adopted MND 2004-11; and

WHEREAS, the Planning Commission is concurrently recommending the City Council approve a General Plan Amendment requests that the General Plan Land Use Map change the land use designation of the subject project site from Business Research Park to Residential Medium (PZ 20-620-02), and a Tentative Subdivision Map (Tract No. 6064) for condominium purposes and to combine three existing lots into two lots (PZ 20-300-02)

WHEREAS, the Planning Commission is concurrently approving Special Use Permit (PZ 19-500-04) to develop a 7.61 acre project site with 90, two-story condominium dwelling units each with attached 2-car garages, 214 total visitor parking spaces, common swimming pool and playground area, 3,281 square-foot recreation building, entry gates and perimeter walls, private roads, detention basins, landscaping and associated site improvements subject to approval of the related actions within the Special Use Permits conditions of approval, respectively; and

WHEREAS, the Project has been reviewed by the Development Advisory Committee (DAC) and the DAC has prepared conditions of approval that are incorporated within the recommended entitlements; and

WHEREAS, on November 18, 2021, the Planning Commission of the City of Oxnard conducted a duly noticed public hearing to consider Planning and Zoning Permit 20-570-02 (Zone Change) in accordance with the City's 2030 General Plan and Oxnard City Code; and

WHEREAS, the Planning Commission finds after due study and deliberation that the public interest and general welfare require the approval of a Zone Change amending the City's Zoning Ordinance Map to change the zoning of the project site from Business Research Park to Residential-Multiple Family; and

WHEREAS, the pursuit of the Zone Change is a reasonable exercise of the City's police powers to ensure the continued health, safety, and welfare of the public by providing housing opportunities for the residents of the City of Oxnard; and

WHEREAS, the proposed Zone Change is consistent with the policies and directives in the 2030 General Plan if the associated General Plan Amendment (PZ No. 20-620-02) is approved and the Zoning Ordinance to allow orderly development to those areas that can be served by existing or planned utilities, transportation, and service systems. The proposed Zone Change does not represent a significant change in the 2030 General Plan and Zoning Ordinance nor does it result in significant new environmental impacts that have not been previously evaluated; and

WHEREAS, the Applicant agrees that at its own expense, to indemnify and defend the City of Oxnard and its agents, officers and employees from and against any claims, actions or proceedings to attack, set aside, void or annul the approval of this

resolution or any actions or proceedings, acts or determinations taken, done or made before the approval of this resolution that were part of the approval process.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF OXNARD:

SECTION 1. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. The Planning Commission finds that the Zone Change is internally consistent with all other provisions of the City of Oxnard 2030 General Plan if the corresponding General Plan Amendment (PZ No. 20-620-02) is adopted.

SECTION 3. The Planning Commission finds that the Zone Change will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

SECTION 4. The Planning Commission finds that the project site associated with the Zone Change is physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle access, and public services and utilities and is served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the proposed use would likely generate, to ensure that the proposed use(s) and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The Planning Commission determines that the proposed Zone Change from Business Research Park to Residential Multiple-Family (R-2) is the best use for the subject project site.

SECTION 6. The Planning Commission determines that the Zone Change is in the best interests and welfare of the City and its residents.

SECTION 7. In recommending adoption of this Resolution for the Zone Change, the Planning Commission finds and determines the project is in compliance with the California Environmental Quality Act because an Addendum to the Mitigated Negative Declaration (Final MND 2004-11) that was prepared for the 2004 Dunkirk Drive Project was considered by the Planning Commission at the public hearing for the Portofino Place project. The Addendum to the Final MND was prepared pursuant to the requirements of the California Environmental Quality Act (CEQA, Public resources Code §§ 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines. The City of Oxnard is the Lead Agency. The Addendum is appropriate pursuant to CEQA Guidelines § 15164 since only minor changes and additions to the MND are necessary to address the Project changes and no circumstances exist calling for the preparation of a subsequent negative declaration pursuant to CEQA Guidelines § 15162 and 15163. With implementation of the MND 2004-11 mitigation measures, there is no substantial evidence that the proposed project will have a significant effect upon the environment.

SECTION 8. Except as expressly amended herein, the City's Zoning Ordinance Map

shall remain in full force and effect and shall apply to the property affected by this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard hereby recommends that the City Council approve a Zone Change Ordinance, which amends the City's Zoning Ordinance Map, in accordance with Exhibit "B" attached hereto and made a part of this Resolution.

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 18th day of November, 2021, by the following vote:

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 18th day of November 2021, and carried by the following vote:

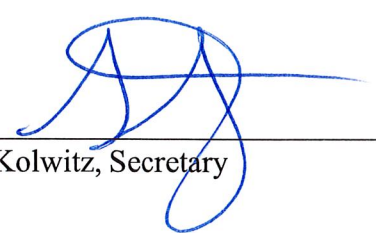
AYES: Commissioner(s): Vice Chair Arruejo; Commissioners Connelly; Lopez; Nash; Sanchez

NOES: Commissioner(s): Chair Chavez Jr.

ABSENT: Commissioner(s): Commissioner Meyer

ABSTAIN: Commissioner(s):

RECUSED: Commissioner(s):



Scott Kolwitz, Secretary

EXHIBIT A

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. XXXX

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING A ZONE CHANGE ORDINANCE PZ 20-570-02, APPROVING APPROVE A ZONE CHANGE PZ 20-570-02 OF THE SUBJECT PROJECT SITE (APNs: 185-0-221-025, 185-0-221-265, AND 185-0-223-015) FROM BUSINESS RESEARCH PARK (BRP) TO RESIDENTIAL MULTIPLE-FAMILY (R-2). FILED BY THE LAW OFFICE OF K.M. NEISWENDER, P.O. BOX 1225, BLUE JAY, CA 92317, THE APPLICANT.

WHEREAS, the Law Offices of K.M. Neiswender filed entitlement applications with the City of Oxnard on November 7, 2019, General Plan Amendment (PZ 20-620-02), Zone Change (PZ 20-570-02), Special Use Permit (PZ 19-500-04), and a Tentative Subdivision Map (PZ 20-300-02); and

WHEREAS, if the aforementioned entitlement applications are collectively approved by the City of Oxnard, the project would be permitted to develop a 7.61 acre project site with 90, two-story condominium dwelling units each with attached 2-car garages, 214 total visitor parking spaces, common swimming pool and playground area, 3,281 square-foot recreation building, entry gates and perimeter walls, private roads, detention basins, landscaping and associated site improvements at the subject project site (APNs: 185-0-221-025, 185-0-221-265, AND 185-0-223-015) ("Project"); and

WHEREAS, the proposed applicant requests that the City's Zoning Ordinance Map change the zoning of the subject project site from Business Research Park (BRP) to Residential Multiple-Family (R-2); and

WHEREAS, the Project was initially reviewed by the City Council as a Pre-Application (PZ 18-600-02) on March 19, 2019, where the City Council discussed the ability for the project to incorporate inclusionary housing on the project site instead of requesting to pay the affordable housing in-lieu fee payment; and

WHEREAS, the Project applicant mailed notices to all property owners within the Seaview Estates neighborhood and presented the project at the April 20, 2020 Community Workshop; and

WHEREAS, the Project has been reviewed by the Development Advisory Committee (DAC) and the DAC has prepared conditions of approval that are incorporated within the recommended entitlements; and

WHEREAS, on November 18, 2021, the Planning Commission of the City of Oxnard held a public hearing, reviewed the request, and recommended that the City Council approve the requested Zone Change; and

WHEREAS, the City Council has carefully reviewed Planning Commission Resolution No. 2021-XX recommending approval of a Zone Change for the subject project site; and

WHEREAS, the City Council is concurrently considering a General Plan Amendment requests that the General Plan Land Use Map change the land use designation of the subject project site from Business Research Park to Residential Medium (PZ 20-620-02), and a Tentative Subdivision Map (Tract No. 6064) for condominium purposes and to combine three existing lots into two lots (PZ 20-300-02)

WHEREAS, on _____ the City Council has held a public hearing and received and reviewed written and oral comments related to the proposed PZ No. 20-570-02; and

WHEREAS, the City Council finds after due study and deliberation that the public interest and general welfare require the adoption of PZ No. 20-570-02 and the Zone Change to Residential Multiple-Family (R-2) as shown on Attachment A hereto; and

WHEREAS, the City Council finds that the Zone Change is consistent with the 2030 General Plan; and

WHEREAS, the pursuit of the Zone Change is a reasonable exercise of the City's police powers to ensure the continued health, safety, and welfare of the public by providing housing opportunities for the residents of the City of Oxnard; and

WHEREAS, the proposed Zone Change is consistent with the policies and directives in the 2030 General Plan if the associated General Plan Amendment (PZ No. 20-620-02) is approved and the Zoning Ordinance to allow orderly development to those areas that can be served by existing or planned utilities, transportation, and service systems. The proposed Zone Change does not represent a significant change in the 2030 General Plan and Zoning Ordinance nor does it result in significant new environmental impacts that have not been previously evaluated; and

WHEREAS, in accordance with the California Environmental Quality Act, the Planning Commission and City Council considered the proposed Addendum to a previously adopted Mitigated Negative Declaration (Final MND 2004-11) before making its recommendation, finds on the basis of the whole record before it (including the initial

study and adopted MND 2004-11) that with the previously adopted Mitigation Monitoring/Reporting Program is included in MND 2004-11 document and incorporated by reference in this and related resolutions and permits and imposition of mitigation measures as conditions of approval, there is no substantial evidence that the project will have a significant effect on the environment, further finds that the Addendum to the previously adopted MND 2004-11 reflects the independent judgment of the City, and recommends that the City Council adopt the Addendum to the previously adopted MND 2004-11; and

WHEREAS, the Applicant agrees, as a condition of adoption of this ordinance at the Applicant's own expense, to indemnify, defend, and hold harmless City and its agents, officers, and employees from and against any claim, action or proceeding to attack, review, set aside, void, or annul the approval of this resolution or any proceedings, acts, or determination taken, done, or made prior thereto that were part of the approval process.

WHEREAS, the City Council of the City of Oxnard makes the following Findings:

SECTION 1. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. The City Council finds that the Zone Change is internally consistent with all other provisions of the City of Oxnard 2030 General Plan if the corresponding General Plan Amendment (PZ No. 20-620-02) is adopted.

SECTION 3. The City Council finds that the Zone Change will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

SECTION 4. The City Council finds that the project site associated with the Zone Change is physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle access, and public services and utilities and is served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the proposed use would likely generate, to ensure that the proposed use(s) and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The City Council determines that the proposed Zone Change from Business Research Park (BRP) to Residential Multiple-Family (R-2) is the best use for the subject project site.

SECTION 6. The City Council determines that the Zone Change is in the best interests and welfare of the City and its residents.

SECTION 7. The City Council finds and determines the project is in compliance with the California Environmental Quality Act because an Addendum to the Mitigated Negative Declaration (Final MND 2004-11) that was prepared for the 2004 Dunkirk Drive Project was considered by the Planning Commission at the public hearing for the

Portofino Place project. The Addendum to the Final MND was prepared pursuant to the requirements of the California Environmental Quality Act (CEQA, Public resources Code §§ 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines. The City of Oxnard is the Lead Agency. The Addendum is appropriate pursuant to CEQA Guidelines § 15164 since only minor changes and additions to the MND are necessary to address the Project changes and no circumstances exist calling for the preparation of a subsequent negative declaration pursuant to CEQA Guidelines § 15162 and 15163. With implementation of the MND 2004-11 mitigation measures, there is no substantial evidence that the proposed project will have a significant effect upon the environment.

SECTION 8. Except as expressly amended herein, the City's Zoning Ordinance Map shall remain in full force and effect and shall apply to the property affected by this Resolution.

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

- Part 1. PZ No. 20-570-02 (Zone Change) is approved, as shown on the map attached hereto as Attachment A and incorporated herein by reference.
- Part 2. Within fifteen days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation, published and circulated in the City. Ordinance No. _____ was first read on _____, and finally adopted on _____, to become effective thirty days thereafter.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

John C. Zaragoza, Mayor

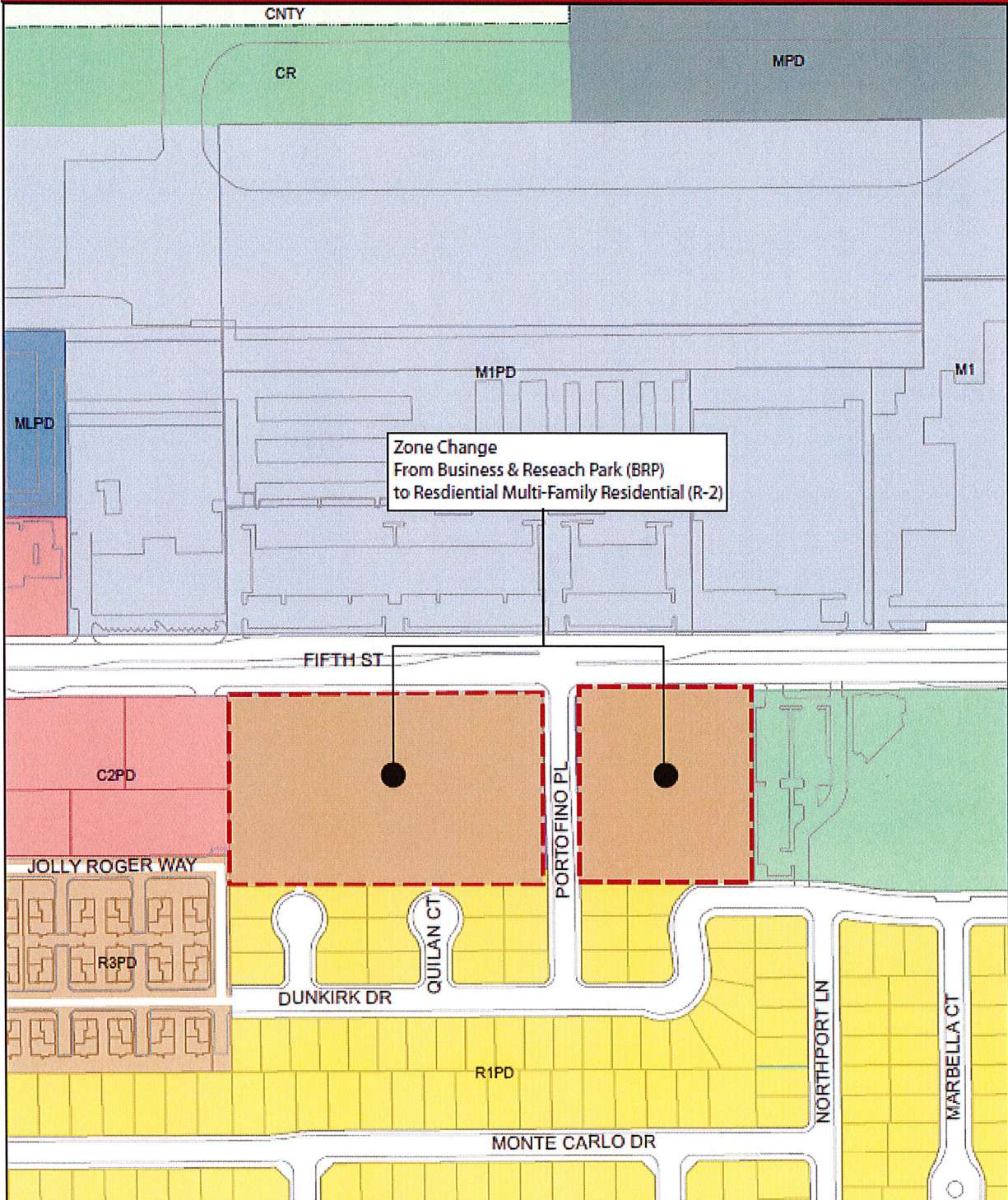
ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Zoning/Specific Plan Map



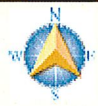
Zone Change
From Business & Research Park (BRP)
to Residential Multi-Family Residential (R-2)

OXNARD
CALIFORNIA
Oxnard Planning
October 12, 2021

PZ 20-200-18
Location: 613 S C Street
APN: 2020133020

0 50 100 200 300 400 Feet

Zoning/Specific Plan Map



1:3,000

RESOLUTION NO. 2021-43

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING THAT THE CITY COUNCIL ADOPT A RESOLUTION APPROVING PLANNING AND ZONING PERMIT NO. 20-300-02 (TENTATIVE SUBDIVISION MAP NO. 6064) TO SUBDIVIDE APPROXIMATELY 7.61 ACRES OF VACANT LAND INTO TWO RESIDENTIAL LOTS FOR CONDOMINIUM PURPOSES (90 CONDOMINIUM UNITS) AND ASSOCIATED INFRASTRUCTURE, LOCATED AT THE SOUTH SIDE OF FIFTH STREET AT THE INTERSECTION OF PORTOFINO PLACE (APNs: 185-0-221-025, 185-0-221-265, AND 185-0-223-015), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY THE LAW OFFICE OF K.M. NEISWENDER, P.O. BOX 1225, BLUE JAY, CA 92317, THE APPLICANT.

WHEREAS, the Law Offices of K.M. Neiswender filed entitlement applications with the City of Oxnard on November 7, 2019, General Plan Amendment (PZ 20-620-02), Zone Change (PZ 20-570-02), Special Use Permit (PZ 19-500-04), and a Tentative Subdivision Map (PZ 20-300-02); and

WHEREAS, if the aforementioned entitlement applications are collectively approved by the City of Oxnard, the project would be permitted to develop a 7.61 acre project site with 90, two-story condominium dwelling units each with attached 2-car garages, 214 total visitor parking spaces, common swimming pool and playground area, 3,281 square-foot recreation building, entry gates and perimeter walls, private roads, detention basins, landscaping and associated site improvements at the subject project site (APNs: 185-0-221-025, 185-0-221-265, AND 185-0-223-015) ("Project"); and

WHEREAS, on November 18, 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. 20-300-02 (Tentative Subdivision Map) to subdivide a 7.61 acre property (three parcels) for condominium purposes into two lots (Lot 1 will be improved with 60 units, gated entry, swimming pool and playground area, parking and associated site improvements; Lot 2 will be improved with 30 units, gated entry, recreational building, parking and associated site improvements) located at the south side of Fifth Street at the intersection of Portofino Place (APNs: 185-0-221-025, 185-0-221-265, AND 185-0-223-015) in the Oxnard Seaview Estates neighborhood in accordance with Section 16-531 of the Oxnard City Code; and

WHEREAS, the project was initially reviewed by the City Council as a Pre-Application (PZ 18-600-02) on March 19, 2019, where the City Council discussed the ability for the project to incorporate inclusionary housing on the project site instead of requesting to pay the affordable housing in-lieu fee payment; and

WHEREAS, the project applicant mailed notices to all property owners within the Sea View Estates neighborhood and presented the project at the April 20, 2020 Community Workshop; and

Whereas, on November 9, 2004, pursuant to the California Environmental Quality Act (Pub. Res. Code § 21000 et seq.: "CEQA") and the State Guidelines for Implementation of CEQA (14 Cal. Code Regs. § 15000 et seq.: "State CEQA Guidelines"), the City Council adopted a Mitigated Negative Declaration for The Dunkirk Drive Project (MND 2004-11); and

Whereas, the MND adequately addressed and mitigated the potential environmental impacts associated with the Dunkirk Drive project, which included a General Plan Amendment, Zone Change, Tentative Subdivision Map and Planned Residential Group/Special Use Permit for commercial development on a 7.6-acre portion of the project site as well as residential development on an adjacent 10-acre property to the south of the site; and

Whereas, the MND was not legally challenged and thus is presumed valid in accordance with Public Resources Code section 21167.2 and section 15367 of the State CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.); and

Whereas, the City is the lead agency for purposes of the project pursuant to Public Resources Code section 21067; and

Whereas, pursuant to CEQA, when taking subsequent discretionary actions in furtherance of a project for which an MND has been approved, the Lead Agency is required to prepare an Addendum to a previously approved MND if some changes or additions to the MND are necessary but none of the conditions described in State CEQA Guidelines Section 15162 calling for preparation of a subsequent MND have occurred; and

Whereas, the Planning Division evaluated the project by preparing an Addendum, and based on that Addendum, and all other information in the administrative record, has determined that none of the circumstances identified in State CEQA Guidelines Section 15162 have arisen as a result of the project, and that an Addendum to the Final MND 2004-11 for the Dunkirk Drive project is appropriate to analyze the reasonably foreseeable environmental impacts of the modified project; and

Whereas, Addendum No. 1 to Final MND 2004-11 is attached to the staff report in is incorporated by reference; and

Whereas, Addendum No. 1 to Final MND 2004-11 has been provided to and has been reviewed by the Planning Commission in connection with the previously approved MND 2004-11, which is available for inspection at City Hall and is posted on the City's website, and are incorporated herein by reference; and

Whereas, pursuant to State CEQA Guidelines section 15164, subdivision (c), the Addendum is not required to be circulated for public review, but can be attached to the adopted MND 2004-11; and

WHEREAS, in accordance with CEQA, the Planning Commission considered the proposed Addendum to a previously adopted Final MND 2004-11 before making its recommendation, finds on the basis of the whole record before it (including the initial study and adopted MND 2004-11) that with the previously adopted Mitigation Monitoring/Reporting Program is included in MND 2004-11 document and incorporated by reference in this and related resolutions and permits and imposition of mitigation measures as conditions of approval, there is no substantial evidence that the project will have a significant effect on the environment, further finds that the Addendum to the previously adopted MND 2004-11 reflects the independent judgment of the City, and recommends that the City Council adopt the Addendum to the previously adopted MND 2004-11; and

WHEREAS, the Planning Commission is concurrently recommending the City Council approve a General Plan Amendment request that the 2030 General Plan Land Use Map change the land use designation of the subject project site from Business Research Park to Residential Medium (PZ 20-620-02), a Zone Change for the project site from Business Research Park to Multiple-Family (R-2) (PZ 20-570-02), a Tentative Subdivision Map (Tract No. 6064) for condominium purposes and to combine three existing lots into two lots (PZ 20-300-02), and a Special Use Permit (PZ 19-500-04) for the construction of 90, two-story condominium dwelling units and associated site improvements on a 7.61-acre site; and

Whereas, the Project has been reviewed by the Development Advisory Committee (DAC) on December 18, 2019, February 24, 2021 and May 12, 2021, and the DAC provided conditions of approval for the project that are incorporated within the recommended entitlements; and

WHEREAS, the Planning Commission has held a public hearing at which it received and considered oral and written testimony on Addendum to the previously adopted Mitigated Negative Declaration No. 2004-11 for the proposed project; and

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

WHEREAS, the comments of the Planning Commissioners, members of the public, and interested groups and agencies have been adequately responded to; and

WHEREAS, the Planning Commission finds after due study and deliberation that it is a reasonable exercise of the City's police powers to condition the project to ensure the continued health, safety, and welfare of the public by providing housing opportunities inclusive of 9 affordable low income housing units for the residents of the City of Oxnard; and

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

WHEREAS, the Planning Commission finds that the Tentative Map, the proposed site, and the design and improvement of the development requested are consistent with the 2030 General Plan elements thereof; and

WHEREAS, the Planning Commission finds that the proposed site is suitable for the type and density of development requested and is not likely to cause substantial environmental damage, serious public health problems or conflict with any publicly acquired easements or access; and

WHEREAS, the Planning Commission finds that the proposed division of land complies with the requirements established by the Subdivision Map Act and Chapter 15 of the Oxnard City Code, including but not limited to requirements as to area, improvement and design, floodwater drainage control, appropriate improved public roads, sanitary disposal facilities, water supply availability and environmental protection; and

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

WHEREAS, the Planning Commission finds that the Applicant agrees as a condition of this Resolution that at its own expense, to indemnify and defend the City of Oxnard and its agents, officers and employees from and against any claims, actions or proceedings to attack, set aside, void or annul the approval of this Resolution or any actions or proceedings, acts or determinations taken, done or made before the approval of this resolution that were part of the approval process; and

WHEREAS, the documents and other materials that constitute the record of proceedings upon which the decision to adopt Addendum No. 1 to Final MND 2004-11 is based are located in the Planning Division of the City of Oxnard, and the custodian of the record is the Planning Manager; and

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF OXNARD:

SECTION 1. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. The Planning Commission finds that the Tentative Subdivision Map is internally consistent with the provisions of the City of Oxnard 2030 General Plan

SECTION 3. The Planning Commission finds that the Tentative Subdivision Map will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

SECTION 4. The Planning Commission finds that the Project site associated with the Tentative Subdivision Map is physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle access, and public services and utilities and is served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the proposed use would likely generate, to ensure that the proposed use(s) and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The Planning Commission determines that the residential project is the best use for the subject project site.

SECTION 6. The Planning Commission determines that the Tentative Subdivision Map is in the best interests and welfare of the City and its residents.

SECTION 7. In recommending adoption of this Resolution for the Tentative Subdivision Map, the Planning Commission finds and determines the project is in compliance with the California Environmental Quality Act because an Addendum to the Mitigated Negative Declaration (Final MND 2004-11) that was prepared for the 2004 Dunkirk Drive Project was considered by the Planning Commission at the public hearing for the Portofino Place project. The Addendum to the Final MND was prepared pursuant to the requirements of the California Environmental Quality Act (CEQA, Public resources Code §§ 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines. The City of Oxnard is the Lead Agency. The Addendum is appropriate pursuant to CEQA Guidelines § 15164 since only minor changes and additions to the MND are necessary to address the Project changes and no circumstances exist calling for the preparation of a subsequent negative declaration pursuant to CEQA Guidelines § 15162 and 15163. With implementation of the MND 2004-11 mitigation measures, there is no substantial evidence that the proposed project will have a significant effect upon the environment.

SECTION 8. 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 project site currently has a 2030 General Plan land use designation of Business Research Park (BRP) and a zoning of Business Research Park (BRP). As part of this proposal, the project is concurrently requesting a General Plan Amendment to change the land use designation BRP to Residential Medium (RM) and a Zone Change from Business Research Park to Multiple-Family (R-2). If the aforementioned General Plan Amendment and Zone Change are approved, the proposed subdivision, inclusive of the 90, two-story condominium dwelling units each with attached 2-car garages, 214 total visitor parking spaces, common swimming pool and playground area, 3,281 square-foot recreation building, entry gates and perimeter walls, private roads, detention basins, landscaping and associated site improvements at the subject project site would be consistent with the policies and provisions of the 2030 General Plan because the proposed land use of the project is of a multi-family use, which is an allowed use pursuant to the Residential Medium (RM) land use designation of the 2030 General Plan. The subject project site has an area of 7.61 acres which allows a maximum of 94 residential units; however, the project is requesting to construct 90 residential units. The project density at 90 residential units is equal to 12 units per acre which is consistent with the RM land use designation of 12 to 18 units per acre. The subdivision of the project site as proposed with 90 condominium units and associated site improvements would be consistent with the 2030 General Plan if the associated General Plan Amendment is approved. Additionally, the condominium units have been designed to meet the required development standards identified in the R-2 zone (Multiple-Family) and all of the advisory standards contained within City Council Resolution No. 7658 that are intended to encourage amenities that enhance the livability of condominiums with the exception of the required 10-foot by 10-foot dimensions for private patios; however, the land area of the project's private patios ranges from 450 to 1,530 square feet which exceeds the minimum land area of 100 square feet provided by private patios. Therefore, the project is in conformance with the 2030 General Plan and the elements thereof and other adopted standards. No specific plan is applicable to the subject site. Therefore, the project **does not** meet this finding which means the Project can be supported.

- (b) That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.**

As described in the staff report, the design and improvement of the proposed development is consistent with applicable provisions of the City's 2030 General Plan because the proposed subdivision and development of the multi-family residential use supports the proposed development improvements, with the required infrastructure. Additionally, the proposed subdivision has been designed to meet the required minimum lot area and density identified in the R-2 zoning (Multiple-Family) as prescribed by the 2030 General Plan land use designation of Residential Medium. No specific plan is

applicable to the subject site. Additionally, the design and improvements of the project will provide for development that furthers the intent of the Housing Element to realize the potential of neighborhood improvements that increase housing opportunities in the Sea View Estates Neighborhood. As such, the project **does not** meet this finding which means the Project can be supported.

(c) That the site is not physically suitable for the type of development.

As described in the staff report, the site is physically suitable for the proposed type of development because the division of land includes a residential project that is consistent with the Multiple-Family (R-2) development standards and has been designed to be architecturally compatible with the character of the surrounding neighborhood. 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. The site is not subject to soil and/or geologic conditions indicating substrate instability. As proposed and conditioned, the project will be consistent with the 2030 General Plan land use designation of Residential Medium which the project is seeking a General Plan Amendment concurrent with the Tentative Subdivision Map, which requires residential uses to be designed pursuant to the R-2 development standards such as: parking, minimum lot area, density, side yard setback and height. The subject site is adequate in terms of size, and is designed to meet the development standards prescribed in the R-2 zone. Additionally, the project has been reviewed by the Development Advisory Committee and was determined that it would have no significant impact on the public health, safety, or welfare and the project plans have been reviewed by all applicable departments and outside agencies, which include the Oxnard Police and Fire Departments. Based on the aforementioned, this project **does not** meet this finding which means the Project can be supported.

(d) That the site is not physically suitable for the proposed density of development.

As described in the staff report, the project is concurrently requesting a General Plan Amendment to change the land use designation BRP to Residential Medium (RM) and a Zone Change from Business Research Park (BRP) to Multiple-Family (R-2). The site is physically suitable for the proposed density of the development because the project is being designed to be in conformance with the density allowed under the 2030 General Plan land use designation of Residential Medium and the R-2 zoning. The subject project site has an area of 7.61 acres which allows a maximum of 94 residential units; however, the project is requesting to construct 90 residential units. The project density at 90 residential units is equal to 12 units per acre which is consistent with the RM land use designation of 12 to 18 units per acre. 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 as identified in the Addendum to the adopted

Mitigated Negative Declaration 2004-11. Additionally, there are no identified physical constraints that would prohibit development of the proposed residential project. Therefore, the project **does not** meet this finding, which means the Project can be supported.

- (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.**

As described in the staff report, the design of the proposed land division and parcel improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat because it is located within a developed urban area of the City that contains no environmentally sensitive habitat and/or species as identified in Addendum No. 1 to Final MND 2004-11. 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. Additionally, the project is not designated nor determined to be an Environmentally Sensitive Habitat Area. As such, the **project does not** meet this finding which means the Project can be supported.

- (f) **That the design of the subdivision or type of improvements is likely to cause serious public health problems.**

As described in the staff report, the project would involve the construction 90, two-story condominium dwelling units, inclusive of 9 affordable units each with attached 2-car garages, 214 total visitor parking spaces, common swimming pool and playground area, 3,281 square-foot recreation building, entry gates and perimeter walls, private roads, detention basins, landscaping and associated site improvements 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 2.a above, it would utilize existing adequate public utilities, namely water and sewer.

Construction activities, anticipated uses, and development design will be subject to standard construction requirements of the Building, Fire, and Traffic Codes. Additionally, the project has been reviewed by the Development Advisory Committee and was determined that it would have no significant impact on the public health, safety, or

welfare and the project plans have been reviewed by all applicable departments and outside agencies, which include the Oxnard Police and Fire Departments. Consequently, this project **does not** meet this finding, which means the Project can be supported.

- (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.**

As described in the staff report, the design of the proposed land division and parcel improvements will 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. The project site is currently vacant. Additionally, the land division has been configured to continue to allow for Portofino Place, which currently bisects the parcel, to provide access to the residences in the Oxnard Sea View Estates Neighborhood which is accessed off of Fifth Street and Dunkirk Drive. As such, this project **does not** meet this finding which means the Project can be supported.

SECTION 9 This Resolution shall not become effective unless and until the City Council adopts the Addendum to Mitigated Negative Declaration 2017-04 and approves the associated General Plan Amendment (PZ No. 20-620-02), and Zone Change (PZ No. 20-570-02). If the City Council fails to approve the General Plan Amendment or Zone Change, then this Resolution shall become null and void and be of no further force and effect.

SECTION 10. Based on the findings set forth herein, the Planning Commission hereby recommends that the City Council approve Planning and Zoning Permit No. 20-300-02 (Tentative Subdivision Map), subject to the attached conditions of approval.

SECTION 11. The Secretary shall certify the adoption of this Resolution.

CONDITIONS OF APPROVAL FOR LAND USE PERMITS

Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-1*) while some are taken from environmental documents (e.g. *MND-S2*).

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning Division
DS	Dev Services/Eng Dev/Inspectors	TR	Traffic Division
PD	Police Department	B	Building Plan Checker
SC	Source Control	FD	Fire Department
PK	Landscape Design	CE	Code Compliance

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, G-1).
2. This permit is granted for the plans dated November 18, 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 effective date of the Zone Change (PZ No. 20-570-02) (30 days after the second reading of the Zone Change Ordinance Amendment is adopted), unless the Developer has diligently developed the proposed project, as shown by map recordation and / or 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 the 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)

PLANNING DIVISION STANDARD CONDITIONS

9. Prior to the close of escrow for each dwelling unit, Developer shall provide the buyer with a written guarantee that the exterior finishes of the dwelling unit will remain in good condition for at least five (5) years from the final building permit inspection and sign off. Developer shall provide a copy of the guarantee to Planning staff prior to final Planning Division inspection and sign off. (PL, *PL-29*)
10. Developer shall establish a homeowners association and the association shall be responsible for the maintenance of parking, landscape, recreation and other interior areas held in common by the association and for the enforcement of Conditions Covenants & Restrictions related to property maintenance. (PL/DS, *PL-33*)
11. Developer shall construct each dwelling unit with separate utility systems and meters. Developer shall paint utility meter panels to match structures upon which it is located. Such panels shall be located to take advantage of screening (e.g. landscaping or other building elements) from public right-of-ways, to the maximum extent feasible. (DS/B, *PL-34*)

12. Developer shall include in all deeds for the project and in the Conditions Covenants & Restrictions a prohibition against parking recreational vehicles over 20 feet long in the project. (CE/PL, *PL-35*)
13. 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*)
14. In accordance with City Council Ordinance No. 2980, or the ordinance in effect at the time building permits are issued, Developer shall provide 9 affordable units. (PL, *PL-37*)
15. Developer shall post in the sales office of the project the latest City planning documents and maps that may affect the project and adjacent properties. At a minimum, this information shall include the 2030 Oxnard General Plan and General Plan Land Use Map showing all adjacent properties, a copy of the ordinances regulating the zone, and any specific plan that may apply to the project. Such documents may be purchased at cost from the Planning Division Manager. Developer shall require that all purchasers sign an affidavit declaring that they have familiarized themselves with the planning documents. Developer shall make such affidavits and planning information available for review upon reasonable request of the Planning Division Manager. (PL, *PL-38*)
16. Where feasible, Developer shall locate individual unit plumbing within individual unit walls, as opposed to common or shared walls, and shall paint roof vents to match the roofing material. (PL/B, *PL-40*)

PLANNING DIVISION SPECIAL CONDITIONS

17. Developer shall provide electric meters, mailboxes and address directories, placed in decorative cabinets and clustered for efficient access for residents and service persons. Developer shall coordinate placement and design of such items accordingly, with the Planning Division Manager, the appropriate utility service provider and the United States Postal Service, prior to issuance of building permits. (PL, *PL-19 modified*)
18. This permit is granted subject to the approval of a Zone Change (PZ 20-570-02) for the project property. (PL)
19. This permit is granted subject to the approval of a General Plan Amendment (PZ 20-620-02) for the project property. (PL)
20. Street parking is prohibited to ensure that the private streets are at least 26 feet wide at all times to comply with Fire Department regulations.

21. Developer shall deposit \$2,000 for mitigation monitoring and reporting associated with the development project (PZ Nos. 19-500-04 and 20-300-02). Such funds shall be deposited prior to issuance of a grading permit or map recordation, whichever occurs first. Additional deposits shall be made to cover staff time required to monitor implementation of project conditions until the final Certificate of Occupancy is granted for the development.
22. These conditions of approval impose specific fees, dedications, reservations and/or other exactions. Pursuant to Government Code Section 66020, the 90-day period in which the Developer or applicant has to protest the imposed fees, dedications, reservations and/or other exactions has begun as of the date that the conditions of approval are approved.

Affordable Housing Conditions

23. Inclusionary housing requirements pertaining to the sale or rental of 10% of all units constructed as part of this development are subject to inclusionary housing requirements, as set forth in Ordinance 2980.
24. Based on the unit count proposed, 9 (10% of 90= 9) of the 90 units being developed must be Affordable Units.
25. Affordable Rental Units – Fifty percent (50%) of the affordable units offered for rent must be made available to very low-income households with incomes at or below fifty percent (50%) of the Area Median Income (AMI) for Ventura County, as set forth in the California Health and Safety Code 50105 and fifty percent (50%) of the affordable units must be offered for rent to low-income households with incomes at or below eighty percent (80%)AMI for Ventura County, as set forth in the California Health and Safety Code 50079.5. For purposes of determining tenant eligibility, Owner and Developer or Property Manager shall use the annual income limits for Low Income and Very Low-Income Households, respectively, published by the California Department of Housing and Community Development (HCD).
26. Affordable Rent (Low Income Units)– For Low Income Households, "Affordable Rent" shall be inclusive of a reasonable utility allowance and not exceed one- twelfth (1/12) times the product of thirty percent (30%) times eighty percent (80%) of Area Median Income (AMI) adjusted for family size appropriate to the Affordable Unit for households earning less than or equal to eighty percent (80%) of the AMI for the Ventura County Metropolitan Statistical Area as set forth in the sections 6918 and 6932 of Title 25 of the California Code of Regulations, unless another subsidy program is used, in which case the stricter requirement shall be applied. For purposes of calculating Affordable Rent, Owner and Developer or Property Manager shall use the Area Median Income for Ventura County for Low Income Households, published annually by the California Department of Housing and Community Development (HCD).
27. Affordable Rent (Very Low-Income Units) – For Very-Low Income Households, "Affordable Rent" shall be inclusive of a reasonable utility allowance and not exceed one- twelfth (1/12) times the product of thirty percent (30%) times fifty percent (50%) of area median income

adjusted for family size appropriate to the Affordable Unit for households earning less than or equal to fifty percent (50%) of the AMI for Ventura County Metropolitan Statistical Area as set forth in the sections 6918 and 6932 of Title 25 of the California Code of Regulations, unless another subsidy program is used, in which case the stricter requirement shall be applied. For purposes of calculating Affordable Rent, Owner and Developer or Property Manager shall use the Area Median Income for Ventura County for Very Low-Income Households, published annually by the California Department of Housing Community Development (HCD), as opposed to HCD's annual published income limits, which are used to determine tenant eligibility.

28. The Affordable Rental units must include: Three (3) three-bedroom units and two (2) two-bedroom units offered for rent or sale to households with annual incomes at or below fifty percent (50%) of AMI for Ventura County. Two (2) two-bedroom units and two (2) three-bedroom units must be offered for rent or sale to households with annual incomes at or below eighty percent (80%) AMI for Ventura County.
29. Prior to offering the Affordable Units for rent, the Developer and Owner must submit to the Housing Director the proposed rental amounts for the affordable rental units for review and approval.
30. Affordable Rental Units (Eligible Tenants) - All prospective tenants must be income-eligible to rent any of the Affordable Units. Developer shall maintain a copy of the selected tenant's rental application including information on household size, total Annual Income, rent to be charged, and the unit to be rented, including the unit's bedroom count and size (the "Application"). Upon request, the Developer shall provide the Application to the Housing Director to review the prospective tenant's eligibility for the unit to be rented. Income eligibility documentation for occupants of the affordable units must be made available by the Developer for review, upon request by the Housing Director. This provision applies throughout the duration of this Agreement and applies to any change in the tenancy of the Affordable Units.
31. Affordable Rental Units (Management Plan) - Prior to issuance of a certificate of occupancy, Developer and Owner shall obtain a clearance form from the Housing Department certifying that the required number of affordable units are being provided at Affordable Rents and that a Management Plan, prepared by the Developer and Owner, for the operation and management of the Affordable Rental Units has been submitted to the Housing Department and approved by the Housing Director. Developer and owner shall provide a copy of the clearance form issued by the Housing Department to the project planner prior to issuance of the certificate of occupancy.
32. Affordable Rental Units (Annual Report) - Owner shall maintain complete and accurate records pertaining to (1) the occupancy of each Affordable Unit, and (2) the maintenance, management, operation, preservation and repair of each Affordable Unit. Owner agrees to permit the Housing Director or designee to inspect and audit the books and records of Owner pertaining to the Affordable Units. In furtherance of this requirement, Owner shall require

tenants or property managers to submit to the Housing Director an annual report (the "Annual Report") in the format approved by the Housing Department and providing the specific information and documentation (including documentation from each tenant) reasonably required by the City and Housing Director to ensure that the Affordable Units are being rented to eligible tenants.

33. Affordable Rental Units (Compliance) - Upon City's request, Owner shall demonstrate that the Affordable Rental units are continually in compliance with the terms of Affordability Covenants and Conditions of Approval pertaining to Affordable Rental Units. Upon thirty (30) days' notice, City may perform an audit to determine compliance with the terms of this Agreement or any affordability restrictions placed on the property. Owner agrees to pay a reasonable fee, which may be adjusted from time to time, for the purpose of paying the actual costs associated with the City's obligation to monitor Owner's compliance with the affordability restrictions contained in this Agreement.
34. Affordable Units Offered for Sale: Ten percent (10%) of all units offered for sale must be made available for purchase to low-income households with incomes at or below eighty percent (80%) AMI for Ventura County, as set forth in the California Health and Safety Code 50079.5. For purposes of determining buyer eligibility, Owner and Developer shall use the annual income limits for Low-Income Households, published by the California Department of Housing Community Development (HCD).
35. Affordable Housing Cost for Affordable Units Offered for Sale: The term Affordable "Housing Cost" includes the costs described in Title 25 of the California Code of Regulations Section 6920, except that when determining affordable housing cost the amount paid for maintenance and utilities shall not be included. For purposes of calculating Affordable Housing Cost, Owner and Developer shall use the Area Median Income for Ventura County for Low Income Households, published annually by the California Department of Housing Community Development (HCD), as opposed to HCD's annual published income limits, which are used to determine buyer eligibility.
36. Affordable housing cost must include the sum of the following and may not exceed the product of thirty percent (30%) of eighty percent (80%) AMI for Ventura County as set forth in Part 5 (a) of Ordinance Number 2980:
 - (a) Mortgage loan payments
 - (b) Mortgage insurance payments
 - (c) Property taxes and assessments
 - (d) Homeowner association fees
 - (e) Insurance premiums
 - (f) Space rent
37. Affordable Units Offered for Sale: Must Include at least five (5) three-bedroom units and four (4) two-bedroom units.

38. Owner and Developer must record affordability covenants approved as to form by the Housing Director and City Attorney prior to submitting their first building permit application. Units shall remain affordable for at least 20 years from the date the first unit in the development is offered for rent or sale. Owner and Developer must contact the Housing Department for review and approval of affordability covenants prior to recordation.
39. Prior to offering any of the Affordable Units for sale or converting any of the Affordable Rental Units into Affordable Units offered for sale, within the initial 20 Year term of Affordability discussed in Condition No. 37, Developer and Owner must:
 - (a) Adhere to any applicable state and local laws, including but not limited to California Assembly Bill 1521, and applicable tenant relocation requirements for existing tenants of the Affordable Rental Units that may become displaced as result of the conversion from Affordable Rental Units to Affordable Units offered for Sale. This also includes, notification to tenants and prospective tenants 3 years prior to the termination of the lease of the Affordable Rental Units, as set forth in Government Code 65863.10 et seq. Adherence to any and all applicable state and local laws means those state and local laws effective at the time of the conversion.
 - (b) 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 prior to offering any Affordable Unit for sale.
 - (c) Require any purchaser of an Affordable Unit in the development to execute a Resale Restriction Agreement for a minimum term equivalent to years remaining on the initial 20-year term of affordability covenants recorded by the owner and developer as part of Condition No 164. A separate Resale Restriction Agreement, to be executed between each buyer of an Affordable Unit and the City, must be approved as to form by the Housing Director and City Attorney prior to the sale of any Affordable Unit and must be recorded in the County Recorder's Office.
40. Owner and Developer must offer existing eligible tenants of the Affordable Rental Units the first opportunity to purchase an Affordable Unit offered for sale within the Development.
41. A City fee may be collected as necessary to enforce the provisions of the affordability covenants, and fees (paid by the owner/seller) to cover City costs associated with the sale of affordable units including the City's obligation of verification of proposed sale price applicable to the Affordable Units that are offered for sale; income eligibility of the prospective household or family to occupy Affordable Units that are to be sold, inspection of Affordable units that are offered for sale, and completion of a resale restriction agreement for all buyers of affordable units that are offered for sale. The City shall set these fees and adjust it as needed from time to time.

42. Prior to the purchase of an Affordable Unit, the buyer's eligibility for purchase of the Affordable Unit must be demonstrated to the Housing Director, the Housing Director must approve the eligibility of all buyers before they may purchase an Affordable Unit.
43. Affordable Rent and Affordable Housing Cost for 2-bedroom units will be based on a three-person household income and affordability calculations for 3-bedroom units will be based on a four-person household, as set forth in Health and Safety Code 52102(a)(1)(B) and 50052.5 (b)(h).
44. The Affordable Units must be designed and constructed to be architecturally consistent with and qualitatively similar to other unrestricted units in the project.
45. Developer is required to notify the Naval Base Ventura County Housing Service Center of the project and the unit's anticipated sales prices.
46. Developer is required to coordinate with the City of Oxnard's Housing Department to provide early advertisement to local residents in compliance with fair housing law.

Addendum Mitigated Negative Declaration 2004-11 Mitigation Measures

Developer shall comply with the mitigation measures identified in the Final Mitigated Negative Declaration (MND) 2004-11, as modified by Addendum No. 1 to Final MND 2004-11 associated with the development project (PZ Nos. 19-500-04 and 20-300-02).

Air Quality

47. Developer shall ensure that all construction equipment is maintained and tuned to meet applicable Environmental Protection Agency (EPA) and California Air Resources Board (CARB) emission requirements. At such times as new emission control devices or operational modifications are found to be effective, the Developer shall immediately implement such devices or operational modifications on all construction equipment. (MND, C-1)
48. During smog season (May through October), developer shall lengthen the construction period so as to minimize the number of vehicles and equipment operating at the same time. (MND, C-2)
49. At all times during construction activities, Developer shall minimize the area disturbed by clearing, grading, earth moving, or excavation operations to prevent excessive amounts of dust. (MND, C-3)
50. During construction, Developer shall water the area to be graded or excavated prior to commencement of grading or excavation operations. Such application of water shall be at

least twice per day and shall penetrate sufficiently to minimize fugitive dust during grading activities. (MND, C-4)

51. During construction, Developer shall control dust by the following activities:
 - (a) All trucks hauling graded or excavated material offsite shall be required to cover their loads as required by California Vehicle Code §23114, with special attention to Sections 23114(b)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.
 - (b) All graded and excavated material, exposed soils areas, and active portions of the construction site, including unpaved onsite roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible. (MND, C-5)
52. During construction, Developer shall post and maintain onsite signs, in highly visible areas, restricting all vehicular traffic to 15 miles per hour or less. (MND, C-6)
53. During periods of high winds (i.e. wind speed sufficient to cause fugitive dust to impact adjacent properties), Developer shall cease all clearing, grading, earth moving, and excavation operations to prevent fugitive dust from being a nuisance or creating a hazard, either onsite or offsite. (MND, C-7)
54. Throughout construction, Developer shall sweep adjacent streets and roads at least once per day, preferably at the end of the day, so that any visible soil material and debris from the construction site is removed from adjacent roadways. (MND, C-8)
55. Prior to grading permit approval, Developer shall include on the grading plans a reproduction of all conditions of this permit pertaining to dust control requirements. (PL)

Cultural Resources

56. Developer shall contract with a qualified archaeologist to conduct a Phase I cultural resources survey of the project site prior to issuance of any grading permits. The survey shall include: (1) an archaeological and historical records search through the California Historical Resources Information System at CalState Fullerton; and (2) a field inspection of the project site. Upon completion, the Phase I survey report shall be submitted to the Planning Division for compliance verification. A copy of the contract for these services shall be submitted to the Planning Division Manager for review and approval prior to initiation of the Phase I activities.

The contract shall include provisions in case any cultural resources are discovered onsite. In the event that any historic or prehistoric cultural resources are discovered, work in the

vicinity of the find shall be halted immediately. The archaeologist shall evaluate the discovery and determine the necessary mitigations for successful compliance with all applicable regulations. Developer or its successor in interest shall be responsible for paying all salaries, fees and the cost of any future mitigation resulting from the survey. (MND, E-1)

57. Developer shall contract with a Native American monitor to be present during all subsurface grading, trenching or construction activities on the project site. The monitor shall provide a monthly report to the Planning Division summarizing the activities during the reporting period. A copy of the contract for these services shall be submitted to the Planning Division Manager for review and approval prior to issuance of any grading permits. The monitoring report(s) shall be provided to the Planning Division prior to approval of the final building permit signature. (MND, E-1)

Geology and Soils

58. Developer shall submit a site-specific soils investigation, which shall be prepared by a licensed geotechnical engineer. At a minimum, such study shall include liquefaction and compressible soil characteristics on the subject site, and shall identify any necessary construction techniques or other mitigation measures to prevent significant liquefaction/compressible soils impacts upon the proposed project. All recommendations of said report shall be incorporated into the project. The Developer shall submit the report to the Building Official for review and approval prior to issuance of building permits. (MND, F-1)

Land Use and Planning

59. Prior to the issuance of building permits, the Developer shall file a Form 7460, "Notice of Proposed Construction with the Federal Aviation Administration (FAA), and provide a copy to the Planning Division that enables the FAA to review the development for any hazard to airport/aviation operations. (MND, G-2)

Noise

60. The applicant shall provide a notice to potential homebuyers and renters disclosing the presence of the Oxnard Airport and a helicopter flight path along West Fifth Street and the potential expansion of the Oxnard Airport. The applicant shall provide such notice to each homebuyer and renter and obtain signatures acknowledging the presence of the Oxnard Airport and helicopter flight path along West Fifth Street and the potential expansion of the Oxnard Airport. (MND, K-1)

DEVELOPMENT SERVICES DIVISION STANDARD CONDITIONS

61. 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)
62. Developer shall enter into an agreement, approved as to form by the City Attorney, to install and construct all public improvements required by this permit and by the City Code. Developer shall post security satisfactory to the Finance Director, guaranteeing the installation and construction of all required improvements within the time period specified in the agreement or any approved time extension. (DS-14)
63. 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. The City shall promptly notify the Developer of any such claim, action or proceeding of which the City receives notice, and the City will cooperate fully with the 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. The City may, in its sole discretion, participate in the defense of any such claim, action or proceeding, but such participation shall not relieve the 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)
64. Developer shall provide all necessary easements for streets, highways, alleys, sidewalks, parkways, landscaping, utilities, drainage facilities, or other improvements as required by City. If such easements cannot be obtained from the property owner by negotiation, the City may acquire them at the expense of the Developer by exercise of the power of eminent domain. Developer shall bear all costs of eminent domain proceedings, including appraisal, acquisition, attorney's fees, and court costs. Before the City issues a site improvement permit, the Developer shall dedicate all required easements to the City. (DS-19)
65. 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)

66. 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)
67. 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)
68. Prior to release of the final map or parcel map for recordation, the 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)
69. 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

70. Developer shall place existing overhead utility lines on and adjacent to the project underground in accordance with City Code in effect at the time City issues a grading/site improvement permit. The current City Code does not require the placement of lines conducting in more than 33kv underground. Prior to recordation of the final map or issuance the grading/site improvement permit, Developer shall post security satisfactory to the Finance Director guaranteeing utility relocation including the cost of any required pole relocation.(DS)
71. Developer shall process the final map associated with this permit concurrent with the site improvement plans for Planning and Zoning Permit 19-500-04. The final map shall be processed for recordation concurrent with the approval of the PZ 19-500-04 site improvement plans. (DS)
72. The final map shall indicate the vacation of existing City easements that are determined by the City Engineer to no longer be necessary, including but not necessarily limited to, the existing 10-foot landscape easement along the project's southern boundary. The vacation(s) shall be processed under section 66434(g) of the Subdivision Map Act. If easement vacations are required to be processed separately from the final map, the Developer shall be responsible for all costs associated with the vacation including, but not limited to, fees associated with the hearing(s), easement vacation document preparation, and review by the City. (DS)

73. Prior to recordation of the final map, Developer shall coordinate with Public Works Department Maintenance District No. 55 and pay all fees associated with the hearing, easement vacation document preparation, and review by the City to vacate the 10-foot landscape easement. Developer shall assign the landscape maintenance responsibility of the 10-foot landscape easement in perpetuity to the Homeowner's Association(s) (HOA). Developer may remove and replace the trees inside the easement in accordance with City policy if permitted by the Community Development Planning Division and Public Works Department Maintenance District No. 55 as the result of vacationing the 10-foot landscape easement. (DS)
74. Developer shall coordinate with the Public Works Maintenance District No. 55 and acquire all maintenance responsibility for on-going landscaping and hardscape (sidewalk) maintenance along the project frontages on Portofino Place that are being maintained by the maintenance district. A Declaration of Covenants, Conditions, and Restrictions (CC&Rs) shall be prepared to legally bind all landscape and hardscape maintenance previously performed by the Maintenance District No. 55 to the HOA. Prior to final map recordation, Developer shall submit a copy of the CC&Rs to the City for review and approval. Final approved copy shall be recorded with the Ventura County Recorder's Office concurrent with the final map recordation. (DS)

TRAFFIC DIVISION SPECIAL CONDITIONS

75. Except for the proposed two driveways, the project shall dedicate all vehicle access rights to the City along West Fifth Street on the final map. (TR)

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 18th day of November, 2021, by the following vote:

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 18th day of November 2021, and carried by the following vote:

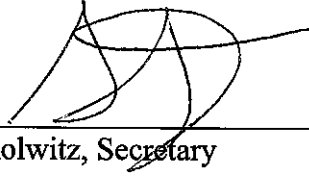
AYES: Commissioner(s): Vice Chair Arruejo; Commissioners Connelly; Lopez; Nash; Sanchez

NOES: Commissioner(s): Chair Chavez Jr.

ABSENT: Commissioner(s): Commissioner Meyer

ABSTAIN: Commissioner(s):

RECUSED: Commissioner(s):

A handwritten signature in black ink, appearing to read "Scott Kolwitz", is written over a horizontal line.

Scott Kolwitz, Secretary

**PLANNING COMMISSION
STAFF REPORT**

TO: Planning Commission

FROM: Isidro Figueroa, Principal Planner

DATE: November 18, 2021

SUBJECT: **Project Name: Portofino Place;** PLANNING AND ZONING (PZ) PERMIT 19-500-04 a request for a Special Use Permit for the construction of 90, two-story condominium dwelling units and associated site improvements on a 7.61-acre site located along the south side of Fifth Street at the intersection of Portofino Place (south of the Oxnard Airport) (APNs: 185-0-221-025, 185-0-221-265, and 185-0-223-015); a General Plan Amendment to change the land use designation from Business Research Park (BRP) to Residential Medium (RM) (PZ 20-620-02); a Zone Change from Business Research Park to Multiple-Family (R-2) (PZ 20-570-02), and a Tentative Subdivision Map (Tract No. 6064) for condominium purposes (PZ 20-300-02).

1) Recommendation: That the Planning Commission (“**Commission**”):

- a) Adopt Resolution 2021-XX recommending that the City Council adopt an Addendum to previously adopted Mitigated Negative Declaration (MND) 2004-11; and
- b) Adopt Resolution 2021-XX recommending that the City Council approve Planning and Zoning Permit No. 20-620-02 (General Plan Amendment) to change the land use designation of the project site from Business Research Park (BRP) to Residential Medium (RM), and
- c) Adopt Resolution 2021-XX recommending that the City Council approve Planning and Zoning Permit No. 20-570-02 (Zone Change) to change the zoning of the project site from Business Research Park to Multiple-Family (R-2), and
- d) Adopt Resolution 2021-XX recommending that the City Council approve Planning and Zoning Permit No. 20-300-02 (Tentative Subdivision Map for Tract No. 6064), subject to certain findings and conditions, and
- e) Adopt Resolution 2021-XX Approving Planning and Zoning Permit No. 19-500-04 (Special Use Permit – Residential), subject to certain findings and conditions.

2) Project Description and Applicant: A request for a Special Use Permit (PZ 19-500-04) for the construction of 90, two-story condominium dwelling units with attached 2-car garages, 222 total visitor parking spaces, a common swimming pool and playground, 3,281 square-foot recreation building, entry gates and perimeter walls, private roads, detention basins, landscaping and associated site improvements on a 7.61-acre site located along the south side of Fifth Street at the intersection of Portofino Place (south of the Oxnard Airport)

(APNs: 185-0-221-025, 185-0-221-265, and 185-0-223-015) (Attachment A). The project includes a General Plan Amendment request to change the 2030 General Plan land use designation of the project site from Business Research Park (BRP) to Residential Medium (RM) (PZ 20-620-02), a Zone Change to change the zoning of the project site from Business Research Park to Multiple-Family (R-2) (PZ 20-570-02), and a Tentative Subdivision Map (Tract No. 6064) for condominium purposes and to combine three existing lots into two lots (PZ 20-300-02). An Addendum to the Mitigated Negative Declaration (MND 2004-11) that was prepared for the 2004 Dunkirk Drive Project will be considered by the Planning Commission at the public hearing for the Portofino Place project. For the purposes of this staff report, the foregoing project description shall be referred to as the “**Project.**” Filed by the Law Office of K.M. Neiswender, P.O. Box 1225, Blue Jay, CA 92317(the “**Applicant**”).

Please see the reduced Project plans (Attachment B) for more details.

- 3) Existing & Surrounding Land Uses:** The Project area is a rectangular 7.61-acre, flat site that is bisected by Portofino Place. The western half of the Project site has a land area of approximately 4.88 acres and the easterly half has a land area of 2.73 acres and both sections are vacant and undeveloped. The project site is surrounded by Fifth Street and industrial uses to the north of the project site. The Oxnard Airport is located immediately to the north of the industrial land uses. Juan Lagunas Soria Elementary School is located to the east of the project site. A recently constructed car wash business is located to the west of the project site. The Project site is surrounded immediately to the south by a 41 single-family residential subdivision and a 101 multiple-family subdivision.

The table below provides uses, City General Plan designations, and zoning. Attachment A includes a regional location and vicinity map, an aerial photo of the project site and surrounding area, and an Oxnard General Plan and zoning designation map.

LOCATION	GENERAL PLAN DESIGNATION	ZONING DESIGNATION	EXISTING LAND USE
Project Site	Existing: Business Research Park Proposed: Residential Medium	Existing: Business and Research Park (BRP) Proposed: Multiple-Family (R-2)	Vacant
North	Airport Compatible	Light Manufacturing/ Planned Development (M-1-PD)	Industrial/ Oxnard Airport
East	School	Community Reserve (C-R)	Juan Lagunas Soria Elementary School

South	Open Space Residential Low/ Residential Medium	Single-Family/Planned Development (R-1-PD) & Garden Apartment/ Planned Development (R-3-PD)	Residential Subdivisions
West	Commercial General	General Commercial/Planned Development (C-2-PD)	Carwash

- 4) Background Information:** The Project site is located south of the Oxnard Airport, at the southwesterly and southeasterly corners of Fifth Street and Portofino Place, within the Sea View Estates Neighborhood, and is part of a larger 17-acre project site that has been developed in phases. Prior to 2004, the 17-acre project site had a 2020 General Land Use designation of Business Research Park (BRP) and was zoned BRP. In 2004, the Council approved a General Plan Amendment and Zone Change to designate 7.885 acres of the 17-acre project site as residential. At that time, just south of the subject site, Council approved a Tentative Subdivision Map and Special Use Permit for the construction of a 41 single-family residential subdivision. Based on the 2004 project approval, the 2020 General Plan land use designation and zoning for the remaining 7.61 acres was to be changed to Commercial General and General Commercial (C-2) through a separate General Plan Amendment and Zone Change application, but the applicant did not proceed with the application and it remained BRP.

On March 19, 2019, a Pre-Application (PZ 18-600-02) was presented to the City Council requesting that City Council review and provide preliminary comments on:

- A Pre-Application to construct a 90-unit residential project, inclusive of an office/gym/pool building; associated parking spaces; and children's play area; and
- The applicant's request to pay the City's affordable housing in-lieu fee instead of constructing the affordable housing units onsite.

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

At the meeting, the majority of the City Council members generally found the residential project to be acceptable at the site. However, the majority of discussion centered on the affordable housing in-lieu fee request. The City Council collectively commented that the fees were too low and residential projects should include affordable housing units onsite given the affordable housing in-lieu fee. The City Council had not previously supported developers'

request to pay the affordable housing in-lieu fees based on the lower affordable housing in-lieu fee payments, and instead the City Council directed applicants to construct the affordable units onsite.

On June 2, 2020, the City Council adopted Ordinance No. 2980, which updated affordable housing requirements for new developments and affordable housing in-lieu fee payments. The City's previous Inclusionary Housing Ordinance was last updated in 2006 and established fees that were considerably lower. The applicant has elected to provide the required affordable housing units onsite instead of requesting the affordable housing in-lieu fee payment which would total a maximum of approximately \$3,240,000.

5) Environmental Determination: In 2004, an MND (No. 04-11) was prepared to evaluate the 2004 Dunkirk Drive Project which consisted of commercial development on a 7.6-acre portion of the project site as well as residential development on an adjacent 10-acre property to the south of the site ("original project"). The 10-acre residential development involved the construction of 41 single family residences and the remaining 7.6-acre development involved the development of three commercial lots along 5th Street. A Tentative Tract Map (Tract No. 5640) was proposed to create the 44 lots (41 residential and 3 commercial) and included the construction of Portofino Place, portions of Dunkirk Drive, and two cul-de-sacs (Riviera Court and Quilan Court). The original project required a General Plan Amendment to change the land use designations for the site at that time from Business Research Park (BRP) to Low Residential (RL) for the 10-acre residential component, and from BRP to General Commercial (CG) for the remaining 7-acre commercial area. A Zone Change from Business and Research Park (BRP) to Single-Family Residential (R-1) and General Commercial (C-2) was also required for the original project. A Special Use Permit was proposed to entitle the proposed RL land use. Potential environmental impacts associated with the project were identified throughout the MND, along with applicable mitigation measures where necessary. There were no Significant and Unavoidable Impacts identified in the 2004 MND. The General Plan Amendment from BRP to RL and the Zone Change from BRP to R-1 were approved for the 10-acre residential component of the original project. The Tentative Tract Map and Special Use Permit for the residential development were also approved. The 41 residential units were completed in 2006 along with all required infrastructure.

The Initial Study and Mitigated Negative Declaration (MND 2004-11) from 2004 determined that the project would not have a significant impact if the mitigation measures described in the MND were incorporated into the project.

An environmental consultant, under the supervision of Planning Division staff, has prepared Addendum No. 1 to the approved Final MND 2004-11 to evaluate potential environmental impacts of the proposed Project (see Attachments C and D). Addendum No. 1 to the Final MND 2004-11 was prepared pursuant to the requirements of the California Environmental Quality Act (CEQA, Public resources Code § 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines. The City of Oxnard is the Lead Agency.

Addendum No. 1 is appropriate pursuant to CEQA Guidelines § 15164 since only minor changes and additions to Final MND 2004-11 are necessary to address the Project changes and no circumstances exist calling for the preparation of an additional CEQA document pursuant to CEQA Guidelines § 15162 and 15163.

The Addendum reviews the potential impacts on the sixteen environmental issues studied in the previously adopted IS/MND. The Addendum compares the environmental effects of the current proposed project to the effects of the project approved in 2004. The mitigation measures identified in the 2004 MND for the Dunkirk Drive, Tract Number 5640 Project which are applicable to, and incorporated into the project are listed below for reference.

Section 15164(d) (“Addendum to an EIR or Negative Declaration”) of the CEQA Guidelines states: “The decision making body shall consider the addendum with the final EIR or adopted negative declaration prior to making a decision on the project”. The Final MND 2004-11, as updated by, and inclusive of, the Addendum, concludes that the proposed project would not create any new significant impacts or increase the severity of impacts beyond those identified in the previously adopted Final MND 2004-11. Consistent with State Law, Addendum No. 1 does not require public circulation because it does not provide significant new information that changes the Final MND 2004-11 in a way that deprives the public of a meaningful opportunity to comment upon a substantial adverse environmental effect of the Project or a feasible way to mitigate or avoid such an effect.

All mitigation measures included in the adopted Final MND 2004-11 and Addendum No. 1 have been included as conditions of approval in the project Resolutions.

Air Quality

C-1: Developer shall ensure that all construction equipment is maintained and tuned to meet applicable Environmental Protection Agency (EPA) and California Air Resources Board (CARB) emission requirements. At such times as new emission control devices or operational modifications are found to be effective, Developer shall immediately implement such devices or operational modifications on all construction equipment.

C-2: During smog season (May through October), Developer shall lengthen the construction period so as to minimize the number of vehicles and equipment operating at the same time.

C-3: At all times during construction activities, Developer shall minimize the area disturbed by clearing, grading, earth moving, or excavation operations to prevent excessive amounts of dust.

C-4: During construction, Developer shall water the area to be graded or excavated prior to commencement of grading or excavation operations. Such application of water shall be at least twice per day and shall penetrate sufficiently to minimize fugitive dust during grading activities.

C-5: During construction, Developer shall control dust by the following activities:

- All trucks hauling graded or excavated material offsite shall be required to cover their loads as required by California Vehicle Code §23114, with special attention to Sections

23114(b)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.

- All graded and excavated material, exposed soils areas, and active portions of the construction site, including unpaved onsite roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible.

C-6: During construction, Developer shall post and maintain onsite signs, in highly visible areas, restricting all vehicular traffic to 15 miles per hour or less.

C-7: During periods of high winds (i.e. wind speed sufficient to cause fugitive dust to impact adjacent properties), Developer shall cease all clearing, grading, earth moving, and excavation operations to prevent fugitive dust from being a nuisance or creating a hazard, either onsite or offsite.

C-8: Throughout construction, Developer shall sweep adjacent streets and roads at least once per day, preferably at the end of the day, so that any visible soil material and debris from the construction site is removed from adjacent roadways.

Cultural Resources and Tribal Cultural Resources

E-1: Developer shall contract with a qualified archaeologist to conduct a Phase I cultural resources survey of the project site prior to issuance of any grading permits. The survey shall include: (1) an archaeological and historical records search through the California Historical Resources Information System at CalState Fullerton; and (2) a field inspection of the project site. Upon completion, the Phase I survey report shall be submitted to the Planning Division for compliance verification. A copy of the contract for these services shall be submitted to the Planning Division Manager for review and approval prior to initiation of the Phase I activities.

The contract shall include provisions in case any cultural resources are discovered onsite. In the event that any historic or prehistoric cultural resources are discovered, work in the vicinity of the find shall be halted immediately. The archaeologist shall evaluate the discovery and determine the necessary mitigations for successful compliance with all applicable regulations. Developer or its successor in interest shall be responsible for paying all salaries, fees and the cost of any future mitigation resulting from the survey.

E-2: Developer shall contract with a Native American monitor to be present during all subsurface grading, trenching or construction activities on the project site. The monitor shall provide a monthly report to the Planning Division summarizing the activities during the reporting period. A copy of the contract for these services shall be submitted to the Planning Division Manager for review and approval prior to issuance of any grading permits. The monitoring report(s) shall be provided to the Planning Division prior to approval of the final building permit signature.

Geology and Soils

F-1: Developer shall submit a site-specific soils investigation, which shall be prepared by a licensed geotechnical engineer. At a minimum, such study shall include liquefaction and compressible soil characteristics on the subject site, and shall identify any necessary construction techniques or other mitigation measures to prevent significant liquefaction/compressible soils impacts upon the proposed project. All recommendations of said report shall be incorporated into the project. Developer shall submit the report to the Building Official for review and approval prior to issuance of building permits.

Land Use and Planning

G-2: Prior to the issuance of building permits, the Developer shall file a Form 7460, "Notice of Proposed Construction with the Federal Aviation Administration (FAA), and provide a copy to the Planning Division that enables the FAA to review the development for any hazard to airport/aviation operations.

Noise

K-1: The applicant shall provide a notice to potential homebuyers disclosing the presence of the Oxnard Airport and a helicopter flight path along West Fifth Street. The applicant shall provide such notice to each homebuyer and obtain signatures acknowledging the presence of the Oxnard Airport and helicopter flight path along West Fifth Street.

There was only one mitigation measure identified in MND 2004-11 that does not apply to the current project.

G-1: Developer shall submit plans to the Community Development Department that clearly indicate that home construction along the northern residential boundary shall be no closer than 400 feet from the centerline of the proposed widening of West Fifth Street.

The mitigation measure is no longer warranted because the City has no plans to widen West Fifth Street. Additionally, the City's adopted Capital Improvement Plan (2021-2026) does not identify any proposals to widen West Fifth Street or any segment of road near the project vicinity. As such, MND 2004-11 mitigation measure G-1 does not apply to this project and is not included in the Project Resolutions.

6) Analysis:

- a) **General Discussion:** As discussed below, the Project has been found to be consistent with both the 2030 General Plan and the Oxnard City Code (OCC).

The Planning Commission is the decision maker for Special Use Permit pursuant to OCC Section 16-531. The Planning Commission makes recommendations to the City Council for Tentative Subdivision Maps (OCC Section 15-40), Zone Changes and General Plan Amendments (OCC Section 16-581).

The project is seeking approval of a condominium map to construct 90 residential units,

inclusive of attached two-car garages; a 3,281 square-foot recreational building; swimming pool, and associated amenities and site improvements. There will be 6 unit types that provide variation to the square-footage and interior layouts.

Unit Type	Total Living Floor Area (Square Feet)	Number of Bedrooms	Unit Quantity
A	1,441 sq. ft.	2	12
	1,482 sq. ft.	3	12
B	1,441 sq. ft.	2	13
	1,482 sq. ft.	3	13
C	1,467 sq. ft.	2	4
	1,482 sq. ft.	3	4
D	1,441 sq. ft.	2	5
	1,508 sq. ft.	3	5
E	1,467 sq. ft.	2	7
	1,482 sq. ft.	3	7
F	1,441 sq. ft.	2	4
	1,508 sq. ft.	3	4

Construction activities, anticipated uses, and development design will be subject to standard construction requirements of the Building, Fire, and Traffic Codes. Additionally, the project has been reviewed by the Development Advisory Committee, including City Departments and outside agencies. Through this multi-Department review, it was determined that the Project would have no significant impact on the public health, safety, or welfare.

b) General Plan Consistency: The City's 2030 General Plan land use designation for the project site is BRP. A General Plan Amendment (GPA) is proposed to change the land use designation from BRP to Residential Medium. A corresponding zone change is also proposed to change the zoning from Business Research Park to Multiple-Family (R-2). According to Section 3.5 of the 2030 General Plan, the existing BRP land use designation allows uses such as:

- Administrative, executive, and/or corporate offices which are a part of a predominantly industrial operation, including governmental offices and facilities;
- Adult businesses (except adult motels);
- Adult day care facilities;

- Agricultural, limited to growing of crops;
- Distribution, warehousing, and wholesaling;
- Garment manufacturing; laboratories (research only);
- Manufacture and assembly of electrical and electronic instruments;
- Product assembly plants and production facilities primarily engaged in final or partial assembling;
- Research and development, experimental or developmental laboratories;
- Clinical laboratories and uses including associated incidental and outpatient clinics; and
- Trade schools, public and private schools and colleges.

The proposed GPA to Residential Medium and corresponding Zone Change will allow the property to be developed with the proposed 90-unit condominium project (with a density of 12 units per acre), which is allowable under the R-2 development standards on approval of a Special Use Permit (OCC Section 16-42).

With approval of the Zone Change to R-2 zone (Multiple-Family), the project would be consistent with the amended 2030 General Plan land use map and land use designations and standards (Goals and Policies, Sections 3.3 and 3.5).

West Fifth Street at this location is a designated scenic corridor which requires a landscaped buffer of at least 30 feet. The project has been designed to include a 30-foot landscape buffer along the totality of the West Fifth Street frontage.

Consistency with 2030 General Plan policies is defined by the relationship between the policies (Goals and Policies, Section 3.6 and Chapters 4 through 8, inclusive) 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).

The project's consistency review with 2030 General Plan policies is included as Attachment E and finds the project consistent with General Plan policies.

- c) **Conformance with Zoning Development Standards:** If the GPA request to change the land use designation from BRP to Residential Medium is approved, the proposed project would be developed under the Multiple-Family (R-2) zone district.

In accordance with the OCC Section 16-42(C), the proposed 90-unit condominium project is permitted with approval of a Special Use Permit (SUP). The applicable development standards for the project are identified within the R-2 section found under OCC Chapter 16, Division 3 (R-2 Multiple-Family Zone). A complete zoning

conformance analysis is provided as Attachment F.

The project is seeking approval of a condominium map to construct 90 residential units, inclusive of attached two-car garages; a 3,281 square-foot recreational building; swimming pool, and associated amenities and site improvements which are conditionally permitted within the R-2 zoning with approval of a Special Use Permit, pursuant to Section 16-42(C) of the Oxnard City Code (OCC). Pursuant to OCC Section 16-43, the maximum allowed height of any building is two stories, not to exceed 25 feet. The project has been designed with structures with various heights and levels but not to exceed two stories and the maximum allowed height of 25 feet. Based on OCC Section 16-44, the maximum density allowed is based on a minimum lot area of 3,500 square feet per dwelling unit. The project proposes to construct 90 units, which is below the maximum allowed density of 94 units. The density of the proposed development is similar to the multi-family residential development adjacent to the project area.

In addition to the R-2 development standards, City Council Resolution No. 7658 provides **advisory** standards that are intended to encourage amenities that enhance the livability of condominiums but are **not mandatory** (Attachment E). The amenities contained within City Council Resolution No. 7658 include minimum dwelling size; number of bedrooms; distance to parking spaces; private patios; storage; common areas; and security. While a developer is not required to provide all of the amenities within City Council Resolution No. 7658, the project has been designed to include all of the amenities with the exception of the required dimensions for private patios. City Council Resolution No. 7658 recommends that every unit include private patios with minimum dimensions of 10 feet by 10 feet (land area= 100 square feet). However, the project is designed for every unit to have private patios with various dimensions with some units having private patios that are not designed with the minimum dimensions identified in City Council Resolution No. 7658. However, the land area of the project's private patios ranges from 450 to 1,530 square feet which exceeds the minimum land area of 100 square feet provided by private patios designed under City Council Resolution No. 7658. A complete analysis of the project's compliance with City Council Resolution No. 7658 is provided as Attachment H.

OCC Chapter 16, Division 2 outlines development standards for attached dwelling units for any new attached multi-family residential project of six or more units. The attached dwelling unit development standards are required for structures that contain six or more units. The project proposes 45 duplex structures for a total of 90 residential units under a condominium map. As such, the attached dwelling unit development standards do not apply to this project because there are no proposed structures that contain six or more units. The project is designed to meet the R-2 development standards and meets all but one of the advisory standards identified within City Council Resolution No. 7658 as discussed in detail in the previous paragraph.

The project's compliance with the City's Affordable Housing Ordinance is discussed below in Section "j."

- d) **Tentative Tract Map:** Tentative Map No. 6064 is requested for subdividing the existing 7.61 project site (three parcels) for condominium purposes into two lots.
- Lot 1 will be improved with 60 units, gated entry, swimming pool and playground area, parking and associated site improvements.
 - Lot 2 will be improved with 30 units, gated entry, recreational building, parking and associated site improvements.

Even though the subdivision is bisected by Portofino Place, tract conditions as outlined in the Project approval documents will be applied to both lots as one entity and the subdivision will be governed by a single homeowner's association. Residents will have access to both lots and enjoy amenities offered throughout the project site.

The proposed subdivision is consistent with the Subdivision Map Act, City Code Chapters 15 (Subdivisions) and 16 (Zoning Ordinance). The R-2 zoning and 2030 General Plan allow one unit per 3,500 square feet, which equates to 94 dwelling units on the property, specifically, multi-family units. The proposed subdivision, inclusive of the 90 condominiums, swimming pool and playground, recreational building, property/private walls; 7-foot entry gates, landscaping, parking, sidewalks are consistent with the policies and provisions of the 2030 General Plan because the proposed land use, and density of the project is of a multi-family use, which is an allowed use pursuant to the Residential Medium land use designation identified in the 2030 General Plan.

- e) **Site Design:** The site plan follows the parcel's rectangular shape bisected by Portofino Place. Access to the condominium project will be primarily off of Fifth Street and Portofino Place. The project has been designed to be consistent with 2030 General Plan policy CD-9.5 which requires to maintain a landscaped buffer corridor of at least 30 feet along designated scenic corridors which Fifth Street is designated as a scenic corridor. Lot 1 is designed to contain 60 condominium units and Lot 2 will contain 30 condominium units. The perimeter property boundary walls are designed to meet the maximum allowed height and will screen parking and other onsite improvements. Parking will be contained within each unit's attached 2-car garage and each unit will provide 2 visitor parking spaces on the unit's driveway. Parking will not be allowed on the private streets. The 42 visitor surface parking spaces will be distributed throughout both lots and screened by the perimeter walls. A 3,281 square-foot recreational building is contained within Lot 2 and a swimming pool and playground area are located within Lot 2. The project will be governed as a single entity by a homeowner's association and all amenities will be available to residents of both lots as this development is bisected by Portofino Place.
- f) **Oxnard Airport:** As detailed in the Final MND 2004-11, the modified project site is located in the Oxnard Airport Sphere of Influence, which limits the structural coverage to 25 percent. The proposed project is designed to not exceed the 25 percent allowable site

coverage. Additionally, the modified project would be required to implement Mitigation Measures G-2 and K-1 of the Addendum MND 2004-11 to avoid conflicts with airport compatibility requirements by providing necessary buffers as well as filing with and undergoing review by the Federal Aviation Administration. The modified project would also be required to comply with all zoning, land use, and development regulations applicable to the project site. With implementation of Mitigation Measures G-2 and K-1 from the 2004 MND and compliance with applicable regulations, the modified project would not result in new or substantially more severe significant impacts associated with applicable land use, habitat conservation, or natural community conservation plans, or dividing an established community. As such, no additional mitigation measures would be required for the proposed project.

Mitigation Measure G-1: Prior to the issuance of building permits, the Developer shall file a Form 7460, "Notice of Proposed Construction with the Federal Aviation Administration (FAA), and provide a copy to the Planning Division that enables the FAA to review the development for any hazard to airport/aviation operations.

Mitigation Measure K-1: The applicant shall provide a notice to potential homebuyers disclosing the presence of the Oxnard Airport and a helicopter flight path along West Fifth Street. The applicant shall provide such notice to each homebuyer and obtain signatures acknowledging the presence of the Oxnard Airport and helicopter flight path along West Fifth Street.

- g) Circulation and Parking:** Access to the proposed project will be primarily from driveways established from Portofino Place off of Fifth Street. Two additional driveways will be created to Fifth Street but will be gated and controlled to right turn in and out only with emergency access only. Fifth Street westbound traffic would utilize the existing dedicated left turn pocket to access Portofino Place. Eastbound traffic on Fifth Street will be able to access the project site.

Based upon trip generation estimates from the Institute of Traffic Engineers (ITE) the proposed 90 dwelling units of the project may generate approximately 665 vehicles a day with 51 AM and 62 PM vehicles respectively. Total exiting AM and entering PM vehicles during these peak hours are approximately 40 vehicles resulting in less than 1 vehicle per minute average. The addition of these vehicles throughout the day and during the peak periods are not anticipated to exacerbate current conditions at the primary access intersection of 5th Street and Portofino Place. Additional access to/from the project site will be accommodated through access to the south of the project and distribution of project traffic along Dunkirk to other signalized access points on Patterson Road. It is not anticipated that the additional project traffic added to Portofino Place will require upgrade of traffic control at the intersection with 5th Street.

The City's Traffic Engineer has conditioned the project to provide for offsite improvements such as:

- Project driveways to Fifth Street will be maintained as right turn in and out only and gated at all times.
- The Developer shall construct two (2) traffic calming devices on Portofino Place. One will be installed south of Fifth Street and the other between the main project driveway and Dunkirk Drive to reduce the likelihood of excessive vehicle speeds. Final design shall be subject to approval of the City Traffic Engineer and City Engineer. Final design shall include; a) a speed feedback sign and 2) asphalt speed cushions in both directions to suppress speeds to a 25 MPH design speed objective.
- Prior to occupancy, the project shall install an EMTRAC system at the intersection of Fifth Street and Patterson Road as required by the Fire Department subject to approval of the City Traffic Engineer.
- To enhance pedestrian safety along Fifth Street, the Developer shall retrofit the existing street lights along the project frontage with 4000k LED lights. Lighting upgrades shall be completed prior to occupancy.
- All internal drive aisles shall be designed and maintained as Fire Lanes for parking regulatory and enforcement purposes.
- The Developer shall install traffic control signage, markings, and other traffic control devices along Portofino Place and Fifth Street subject to approval of the City Traffic Engineer.

Since adoption of the 2004 MND the CEQA statute and guidelines have been revised to require evaluation of impacts on the local transportation and circulation system on the basis of vehicle miles traveled (VMT). The City of Oxnard has not adopted any specific significance thresholds related to VMT. The Office of Planning and Research (OPR) Technical Advisory on Evaluating Transportation Impacts in CEQA (December 2018) provides guidance on analyzing VMT impacts in light of SB 743. The total VMT associated with commercial development under the original project as well as the residential development under the modified project was estimated using CalEEMod. Based on the CalEEMod analysis, the commercial development under the original project would result in annual VMT of 5,172,230. The modified project would result in substantially reduced annual VMT of 1,812,497, or an average daily VMT of 4,966 (annual VMT divided by 365 days per year). The close proximity to schools and retail businesses promote shorter trip lengths for vehicles with the infill nature of the proposed project.

Therefore, the modified project would result in a **net overall decrease in VMT** than development of the project site under the Dunkirk Drive, Tract Number 5640 Project, resulting in a less than significant transportation impact. Therefore, the proposed project would not create a new significant transportation impact related to VMT that is not identified in the 2004 MND. The 2004 MND does not include any mitigation measures for potential impacts related to increases in VMT, and no such measures are required for the modified project.

Parking: The project meets the requirements for all parking standards as listed in the following table:

**PORTOFINO PLACE CONDOMINIUMS PROJECT
 PARKING COMPLIANCE**

		OCC Requirement (reference. only)	Provided	Complies?
Resident parking				
45	2 bedroom	2 garage spaces	90 garage spaces	Yes
45	3 bedrooms	2 garage spaces	90 garage spaces	Yes
Total Resident Parking		180 garage spaces	180 garage space	Yes
Visitor Parking		60 spaces	222 spaces	
Motorcycle Parking		None Required	6 motorcycle	
Total Parking		240 spaces	408 spaces	
Bicycle Parking		12 bicycle parking	12 bicycle parking	Yes, as conditioned

Each residential unit is designed with an attached 2-car garage on the ground floor. Each unit will contain two parking spaces on the driveway since parking on the private streets will not be allowed. The project is required to provide 60 parking spaces; however the project will provide 222 visitor parking spaces.

- h) Building Design:** The Project has been designed to incorporate architectural elements found in Craftsman-style architecture on all 90 dwelling units. The proposed height, at two stories and 25 feet maximum, complies with the requirements of the R-2 zone. Adjacent multi-family dwellings in the adjacent residential tracts range from single to multi-family subdivisions with one and two stories high, and the placement of the proposed structures will not have a towering effect on adjacent 1- and 2-story residences.

The residential units incorporate elements that are consistent with the architecture of surrounding residences. Given that the residences within the Sea View Estates represent an eclectic variety of architectural types with no single or dominant architectural style, the Craftsman-style architecture is fitting for the neighborhood. As the predominant features displayed on the exterior of the residence, the proposed project incorporates

earth tone colors, vinyl windows, gable roof design, balconies, wood post, porcelain tile and fiberglass doors. The proposed construction materials are consistent with the materials used in the construction of surrounding residences. Additionally, the absence of non-glaring material and obtrusive equipment on the proposed roof, allows for the project to blend with the existing environment without making the roof line a dominant feature.

The 3,281 square-foot recreational building has been designed to be consistent with the Craftsman-style architecture theme. The recreational building has been designed to incorporate earth tone stucco finish to the exterior elevations; vinyl window trim; balconies, French doors; and a trellis. The inclusion of the above-mentioned design materials will facilitate the recreational building blending with the proposed 90 townhome units and providing a consistent design theme throughout the project site.

- i) **Landscaping and Open Space:** The Zoning Ordinance requires a minimum of 30% of the lot area be provided for interior yard space (IYS - or public open space); on this project, this represents 96,572 square feet. The project will provide slightly over 34%, which will be 115,660 square feet. The common open space includes on-site amenities such as a common swimming pool and playground, a 3,281 square-foot recreation building, and private patio decks and landscaped walkways and open space.

There are currently 91 existing trees on the project site which will remain and be integrated within the proposed landscaping plan. The proposed plant palette consists of drought-tolerant species in compliance with City landscape standards and water consumption regulations. The project proposes to incorporate 152 additional trees into the project. The proposed tree palette is characterized by low water tolerant species such as the Catalina Ironwood, Marina Madrone, Island Oak, and Naked Coral Tree. The project also proposed the installation of ground coverings that are characterized by low water tolerant species such as Red Yucca, Natal Plum, Black Lace Elderberry and Island Bush Poppy.

- j) **Affordable Housing:** On May 19, 2020, the City Council adopted Resolution No. 15,330, which adopted the Affordable Housing In-Lieu Fee Nexus Study (Study) and updated Affordable Housing In-Lieu Fees. Additionally, on June 2, 2020, the City Council adopted Ordinance No. 2980, which updated affordable housing requirements for new developments and Affordable Housing In-Lieu Fee payments. The City's previous Inclusionary Housing Ordinance was last updated in 2006 and established fees that were considerably lower. The City Council had not previously supported developers' request to pay the Affordable Housing In-Lieu Fees based on the lower Affordable Housing In-Lieu Fee payments, and instead the City Council directed applicants to construct the affordable units onsite.

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 as defined in California Health and Safety Code Section 50079.5. The project complies with this requirement by designating 9 units (10% of 90

units) distributed throughout the project as low income affordable. The project has been conditioned to offer three (3) three-bedroom units and two (2) two-bedroom units for rent or sale to households with annual incomes at or below fifty percent (50%) of AMI for Ventura County. Additionally, two (2) two-bedroom units and two (2) three-bedroom units must be offered for rent or sale to households with annual incomes at or below eighty percent (80%) AMI for Ventura County. Prior to offering the Affordable Units for rent, the Developer and Owner must submit to the Housing Director the proposed rental amounts for the affordable rental units for review and approval.

The City's Inclusionary Housing Ordinance has two sets of requirements for rental and for sale projects. The project is proposing a Tentative Subdivision Map for the purposes of a condominium map where the developer will retain sole ownership of the development and will offer the units for rent. Since the development is seeking a Tentative Subdivision Map for the purposes of a condominium project, the existing project is required to provide the required number of affordable units based on a for-sale project even though the developer intends to operate the project as a for-rent development. City staff and the developer negotiated a tentative agreement (subject to City Council approval) in order to create a specific mechanism for the developer or successor to comply with the City's Inclusionary Housing Ordinance. The agreement outlines specific steps to be followed before the developer sells one or more of the parcels of the project to a third party. The agreement intends to protect future tenants and creates an orderly process that ensures that the affordable units are offered to the families the units are intended to shelter, whether it is a rental or for-sale unit. The agreement is included in the staff report as Attachment I.

- k) **Development Impact Fees:** The City requires development connection and/or impact fees to be collected as part of any new development to pay a proportional share of providing public services and improvements to new development. The proposed project will be required to pay impact fees for wastewater, water system, water service and meter, storm drain, Traffic (City and County), Growth Requirement Capital Fee, Quimby (park), Park and Recreation Fee, Mobility Fee, Public Art Program Fee, Utility Undergrounding In-Lieu Fee, and General Plan maintenance connection and/or impact fees. Although the project is not required to construct a public park or dedicate land for a public park, the developer will be required to pay the applicable Quimby Fee prior to issuance of any building permits. A fee estimate, based upon current fees, is attached for reference (Attachment J).

- 7) **Development Advisory Committee:** The Development Advisory Committee (DAC) reviewed this project on December 18, 2019, February 24, 2021 and May 12, 2021. The DAC process led to changes in the project reflected in the attached plans dated November 11, 2021), including the inclusion of affordable housing units on the project site. Conditions of approval are incorporated in the attached Resolutions for the Tentative Subdivision Map

(Attachment N) and the Special Use Permit for the 90-unit residential dwellings (Attachment O).

- 8) Community Workshop and Public Input:** This Project is located within the Sea View Estates Neighborhood. The applicant mailed notices of the Community Workshop meeting to all property owners within the Sea View Estates Neighborhood, and the project was presented at the April 20, 2020 Community Workshop. Members of the public raised questions regarding the installation of a traffic signal at the intersection of Portofino Place and Fifth Street, airport compatibility, traffic gridlock during school hours, new traffic travelling through Dunkirk Drive and adequate parking. The majority of the Community Workshop participants felt the project was adequate at the site, but were concerned about the potential impact this project might have on existing traffic conditions. Staff received a petition critical of the project from a member of the community. The petition is provided in Attachment P.

Consistent with public noticing requirements, the Planning Commission hearing was advertised in the newspaper, with an on-going site posting, and by mail to property owners within 300 feet of the subject property. To date, Staff has not received any additional concerns or public comments regarding the proposed Project.

- 9) Appeal Procedure:** The requested actions for the General Plan Amendment, Zone Change and Tentative Subdivision Map are recommendations to the City Council in accordance with OCC Sections 16-581 (Change of Boundaries and Uses), and 15-40 (Subdivisions). In accordance with OCC Section 16-544 the Planning Commission's action on Special Use Permit for the 90 unit condominium development 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 General Plan Amendment, Zone Change, and Tentative Subdivision Map.

Attachments:

- A. Vicinity, General Plan, and Zoning Maps and Aerial Photo
- B. Reduced Tentative Subdivision Map No. 6064, and Project Plans
- C. Addendum No. 1 to Final MND 2004-11
- D. Final MND 2004-11
- E. General Plan Consistency Analysis
- F. Zoning Compliance Table (R-2)
- G. City Council Resolution No. 7658
- H. City Council Resolution No. 7658 Consistency Table
- I. Affordable Housing Agreement
- J. Estimated Development Impact Fees
- K. Resolution (Addendum to Final MND 2004-11)

Portofino Place; PZ Nos. 19-500-04 (SUP); 20-300-02 (TSM); 20-570-02 (ZC); 20-620-02 (GPA)
Planning Commission Hearing Date: November 18, 2021
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- L. Resolution (General Plan Amendment)
- M. Resolution (Zone Change)
- N. Resolution (Tentative Subdivision Map)
- O. Resolution (Special Use Permit)
- P. Petition Received
- Q. Staff Presentation



Portofino Place

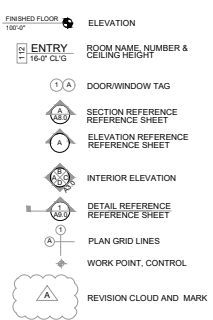
Oxnard, California

ABBREVIATIONS:

AB	ANCHOR BOLT	LAV	LAVATORY
AC	AIR CONDITIONING	LVR	LOUVER
ADJ	ADJUSTABLE	MBS	MASONRY
ALT	ALTERNATE	MATL	MATERIAL
BAR	REBAR	MAX	MAXIMUM
BET	BETWEEN	MB	MACHINE BOLT
BLDG	BUILDING	ME	MECHANICAL ENGINEER
BLK	BLOCK	MECH	MECHANIC (AL)
BLKG	BLOCKING	MED	MEDIUM
BM	BEAM	MEMB	MEMBRANE
BTM	BOTTOM	MFR	MANUFACTURE (R)
BP	BY-PASS (DOOR)	MIR	MIRROR
BRG	BEARING	MISC	MISCELLANEOUS
CAB	CABINET	MLDG	MOLDING
CEM	CEMENT	MO	MASONRY OPENING
CER	CERAMIC	NEC	NATIONAL ELECTRICAL CODE
CJ	CEILING JOIST	NTL	METAL
CLOS	CLOSET	NS	NON - STANDARD
CL	CENTER LINE	NC	NOT IN CONTRACT
CLG	CEILING	NTS	NOT TO SCALE
CLG HT	CEILING HEIGHT	OBS	OBSERVE
CLR	CLEAR (ANCE)	OC	ON CENTER
CMU	CONCRETE MASONRY UNIT	OC	OVERHEAD
COL	COLUMN	OPG	OPENING
CONC	CONCRETE (CAST-IN-PLACE)	OPF	OPPOSITE
CONST	CONSTRUCTION	OSB	OSB
CONT	CONTINUOUS OR CONTINUE	OXOXO	SLIDING WINDOW / DOOR (X-OPEN, OFTENED)
CPT	CARPET	PB	PLUMBING
CTR	CENTER	PBD	PARTICLE BOARD
CSMT	CASEMENT WINDOW	PCT	POCKET (DOOR)
CW	COLD WATER	PL	PLATE
DET	DETAIL	PLAM	PLASTIC LAMINATE
DIA	DIAMETER	PLMB	PLUMBING
DIAG	DIAGONAL	PLWD	PLYWOOD
DF	DIFFUSER	PNL	PANEL
DM	DIMENSION	PR	PAIR
DISP	DISPOSAL	PSF	POUNDS PER SQUARE FOOT
DIV	DIVISION	PSI	POUNDS PER SQUARE INCH
DN	DOWN	PWDR	POWDER ROOM
DS	DOWNSPOUT	PVC	POLYVINYL CHLORIDE
DWG	DRAWING	RA	RETURN AIR
E	EACH	RAD	RADIUS
ELEC	ELECTRICAL	REC	RECESSED
EQ	EQUAL	RECP	RECEPTACLE
EJ	EXPANSION JOINT		
EQUIP	EQUIPMENT		
EW	EACH WAY		

EXH	EXHAUST	REF	REFERENCE
EXISTO	EXISTING	REIN	REINFORCE (D) (ING)
EXT	EXTERIOR	RM	ROOM
FAU	FORCED AIR UNIT	RO	ROUGH OPENING
F	FIXED (DOOR OR WINDOW)	SA	SUPPLY AIR
FD	FLOOR DRAIN	SC	SOLID CORE
FG	FINISH GRADE	SE	STRUCTURAL ENGINEER
FIN	FINISH	SH	SINGLE HUNG WINDOW
FJ	FLOOR JOIST	SHT	SHEET
FF	FINISH FLOOR (FLATNESS)	SHTG	SHEATING
FLR	FLOOR LEVELNESS	SLDR	SLIDING DOOR OR WINDOW
FLUOR	FLUORESCENT	SIM	SIMILAR
FND	FOUNDATION	S&P	SHELF AND POLE
FR	FRENCH DOOR	SPEC	SPECIFICATION
FOS	FACE OF STUD	SPKR	SPEAKER
FTG	FOOTING	SQ	SQUARE
FT	FOOT	SHW	SHOWER
FUR	FURNISHED (ING)	STD	STANDARD
FV	FIELD VERIFY	STL	STEEL
FX	FIXED WINDOW	STRUCT	STRUCTURAL
GA	GAUGE	SV	SQUARE YARD
GALV	GALVANIZED	SYS	SYSTEM
GAR	GARAGE OPTIONS	TOB	TOP OF BEAM
GC	GENERAL CONTRACTOR	T&G	TONGUE AND GROOVE
GI	GALVANIZED IRON	THK	THICK (NESS)
GL	GLASS, GLAZING	THRES	THRESHOLD
GL BLK	GLASS BLOCK	TOS	TOP OF SLAB
GYP	GYPSONUM	TOP	TOP OF PLATE
H	HOLE	TRK	TRACK
HC	HOLLOW CORE	TRANS	TRANSOM
HR	HEADER	TP	TOP PLATE
HDW	HARDWARE	TYP	TYPICAL
HDWD	HARDWOOD	UCN	UNLESS OTHERWISE NOTED
HORIZ	HORIZONTAL	WT	WITH
HR	HOUR	WC	WATER CLOSET
HT	HEIGHT	WD	WATER HEATER
HVAC	HEATING/VENTING/	WI	WROUGHT IRON
IRC	AIR CONDITIONING	WIN	WINDOW
IECC	INTERNATIONAL ENERGY CONSERVATION CODE	WO	WITHOUT
IN	INCH	WP	WATER PROOFING
INCL	INCLUDE (ED) (ING)	WRGB	WATER RESISTANT GYPSUM BOARD
INSUL	INSULATE	WT	WEIGHT
INT	INTERIOR	WWF	WELDED WIRE FABRIC

SYMBOLS



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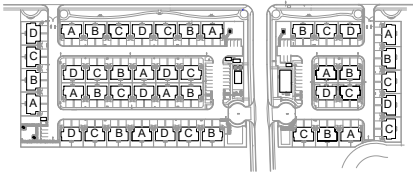
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UNIT TYPE COUNT

UNIT	NUMBER OF UNITS
INLINE A	12
INLINE B	13
RH END CAP A	5
RH END CAP B	5
LH END CAP A	6
LH END CAP B	4
TOTAL	45

UNIT SIZE	QUANTITY
3BR	45
2BR	45

DATE: 4/28/21
ADDRESS:
OXNARD, CA

COVER SHEET
PORTOFINO PL. & FIFTH STREET, OXNARD CA

SHEET NUMBER
CVR



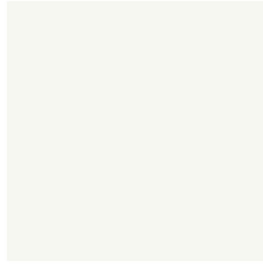








STUCCO & GARAGE:
KELLY MOORE
PASEO VERDE



ACCENT & TRIM:
SHERWIN WILLIAMS
SW7757 HIGH REFLECTIVE WHITE

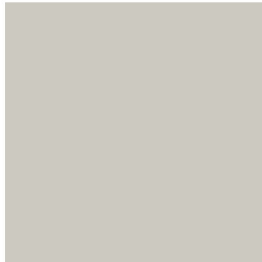


LAMINATE ARCHITECTURAL SHINGLES:
OWENS CORNING
OAKRIDGE SAND CASTLE

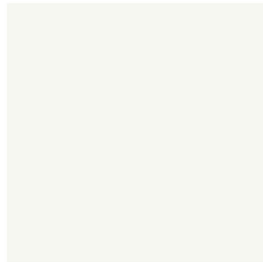


GLAZED PORCELAIN TILE:
LIFEPROOF
EMBER WOOD





STUCCO & GARAGE:
SHERWIN WILLIAMS
SW7015 REPOSE GRAY



ACCENT & TRIM:
SHERWIN WILLIAMS
SW7757 HIGH REFLECTIVE WHITE



LAMINATE ARCHITECTURAL SHINGLES:
OWENS CORNING
OAKRIDGE DRIFTWOOD

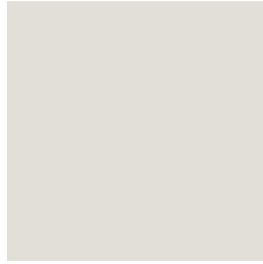


GLAZED PORCELAIN TILE:
LIFEPROOF
SHADOW WOOD





STUCCO & GARAGE:
SHERWIN WILLIAMS
SW7018 DOVETAIL



ACCENT & TRIM:
SHERWIN WILLIAMS
SW7014 EIDER WHITE



LAMINATE ARCHITECTURAL SHINGLES:
OWENS CORNING
OAKRIDGE TEAK

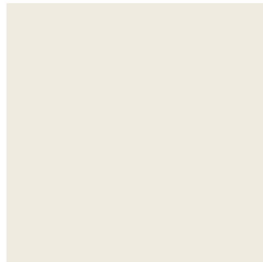


GLAZED PORCELAIN TILE:
LIFEPROOF
PEWTER WOOD





STUCCO & GARAGE:
SHERWIN WILLIAMS
SW 7522 MEADOWLARK



ACCENT & TRIM:
SHERWIN WILLIAMS
SW8917 SHELL WHITE



LAMINATE ARCHITECTURAL SHINGLES:
OWENS CORNING
GRAY



GLAZED PORCELAIN TILE:
LIFEPROOF
COFFEE WOOD

TENTATIVE TRACT NO. 6064
LOTS 1 & 2
FOR
CONDOMINIUM PURPOSES
PORTOFINO PLACE TOWNHOMES
APN'S 185-0-221-025, 185-0-221-265, & 185-0-223-015

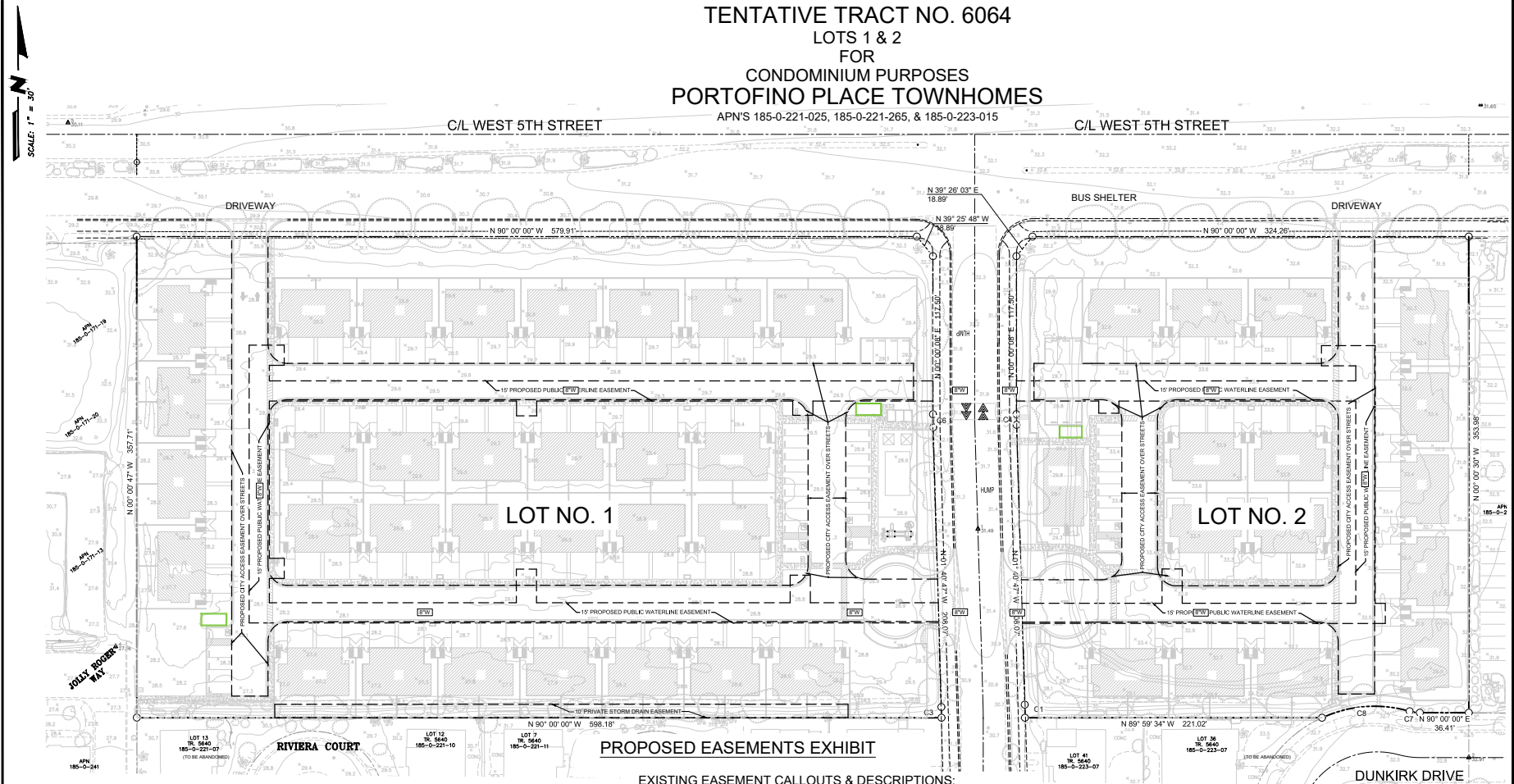


CLIENT

PROJECT TITLE
PORTOFINO PLACE
TOWNHOMES

PORTOFINO PL. &
WEST 5TH STREET
OXNARD, CALIFORNIA

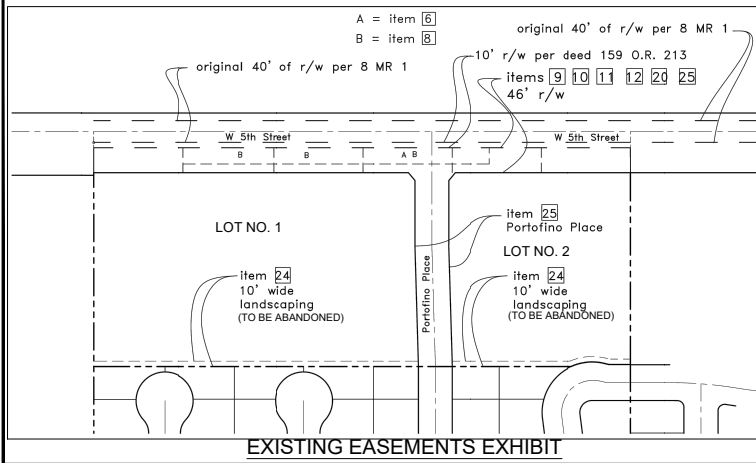
SHEET TITLE
TENTATIVE
CONDOMINIUM
MAP



PROPOSED EASEMENTS EXHIBIT

EXISTING EASEMENT CALLOUTS & DESCRIPTIONS:

6. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document:
- Granted To: Marlon L. Sweetland
Purpose: Water pipeline
Recording Date: September 2, 1959
Recording No.: Book 1774, Page 565, Official Records
- Affects: Solid land and is shown hereon within 5th Street Right of Way.
8. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document:
- Granted To: Thomas E. Laubacher, et al
Purpose: Water pipelines
Recording Date: May 29, 1963
Recording No.: Book 2330, Page 532, Official Records
- Affects: The North 30 feet of a portion of solid land lying with 5th Street Right of Way and is shown hereon.
9. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document:
- Granted To: County of Ventura
Purpose: Public road and/or highway
Recording Date: January 19, 1965
Recording No.: Book 2712, Page 590, Official Records
- Affects: The Northerly 46 feet of a portion of solid land lying with 5th Street Right of Way and is shown hereon.
10. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document:
- Granted To: County of Ventura
Purpose: Public road and/or highway
Recording Date: January 19, 1965
Recording No.: Book 2712, Page 592, Official Records
- Affects: The Northerly 46 feet of a portion of solid land lying with 5th Street Right of Way and is shown hereon.
11. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document:
- Granted To: County of Ventura
Purpose: Public road and/or highway
Recording Date: January 19, 1965
Recording No.: Book 2712, Page 598, Official Records
- Affects: The Northerly 46 feet of a portion of solid land lying with 5th Street Right of Way and is shown hereon.
12. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document:
- Granted To: County of Ventura
Purpose: Public road and/or highway
Recording Date: February 25, 1965
Recording No.: Book 2736, Page 170, Official Records
- Affects: A portion of solid land lying with 5th Street Right of Way and is shown hereon.
20. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document:
- Granted To: City of Oxnard
Purpose: Public streets, public utility, and slope purposes
Recording Date: May 24, 2004
Recording No.: 144087, Official Records
- Affects: A portion of solid land and is shown hereon lying with 5th Street Right of Way.
24. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document:
- Granted To: City of Oxnard
Purpose: Landscaping
Recording Date: April 12, 2005
Recording No.: 87408, Official Records
- Affects: A portion of solid land and is shown hereon.
25. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document:
- Granted To: City of Oxnard
Purpose: Public street and public utilities
Recording Date: April 12, 2005
Recording No.: 87408, Official Records
- Affects: A portion of solid land and is shown hereon as Portofino Place.
26. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document:
- Granted To: City of Oxnard
Purpose: Public street and public utilities
Recording Date: May 11, 2006
and Re-Recording No.: 101559, Official Records
- Affects: A portion of solid land and is shown hereon as Portofino Place.
27. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document:
- Granted To: City of Oxnard
Purpose: Public street and public utilities
Recording Date: May 11, 2006
and Re-Recording No.: 101573, Official Records
- Affects: A portion of solid land and is shown hereon as Portofino Place.



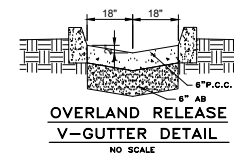
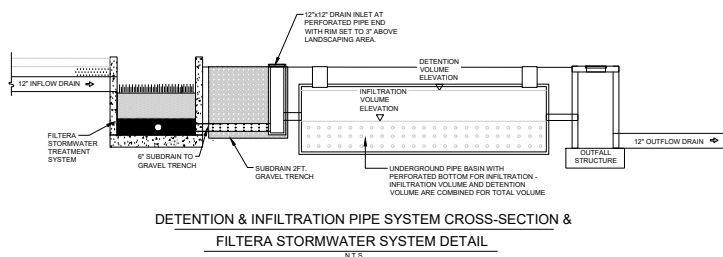
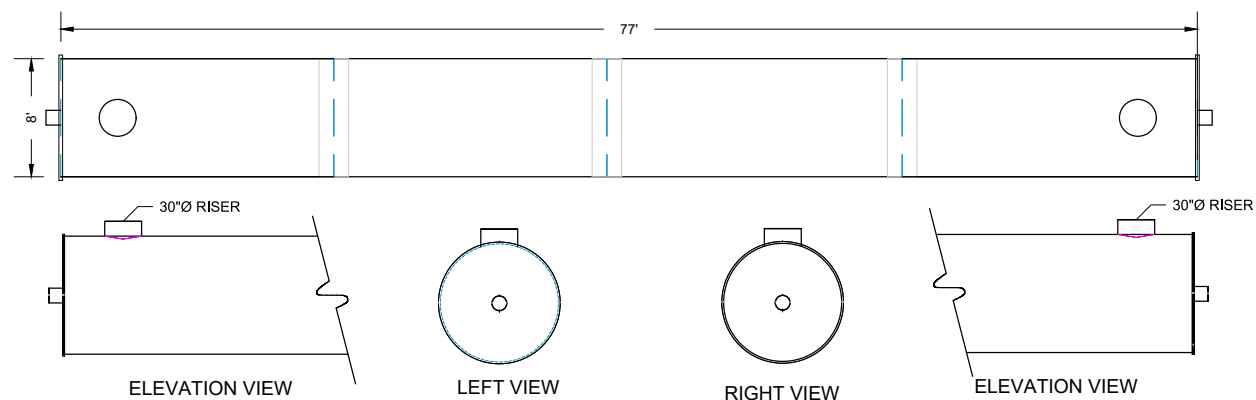
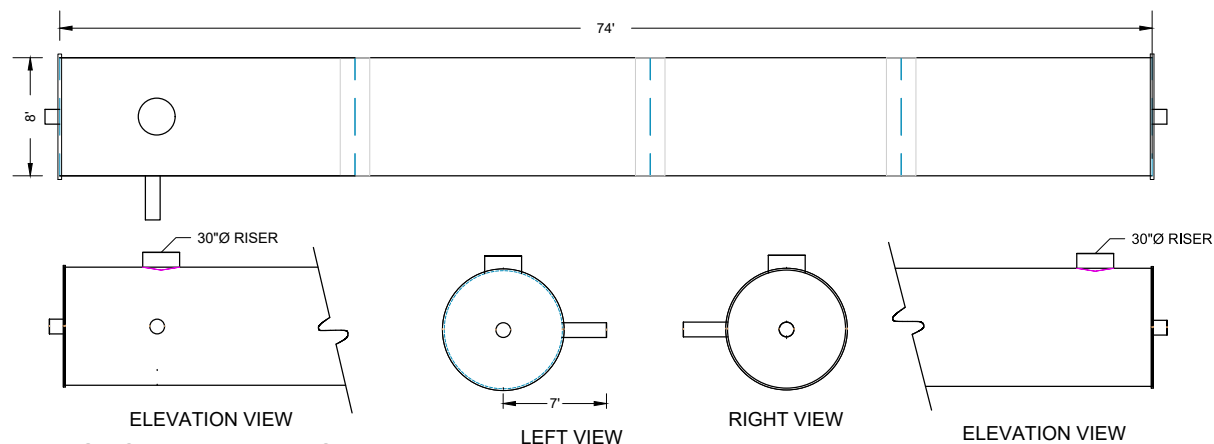
DRAWN/CHECK BY: MT/RT

DATE: 12/01/21

JOB NO.: 2007.001

SHEET NUMBER

2 OF 6



LEGEND:

-  EXISTING DRAIN LINE
-  NEW DRAIN INLET ON NEW DRAIN LINE
- 31.48 PROPOSED GUTTER FLOWLINE GRADE
- 0.5% PROPOSED STREET GUTTER SLOPE
-  PROPOSED GRADING RIDGE
- FF = 32.60 PROPOSED UNIT FINISHED FLOOR ELEVATION
-  PROPOSED CURBS&GUTTER PER CITY PLATE 11
-  PROPOSED SIDEWALK
-  PROPOSED PRIVATE STREET ASPHALT
-  PROPOSED DETENTION BASIN

[illegible]

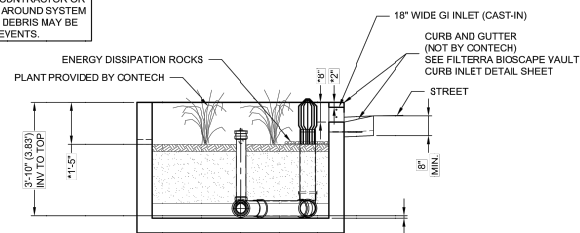
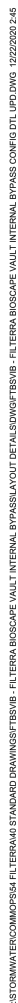
PROJECT TITLE
PORTOFINO PLACE
TOWNHOMES

PORTOFINO PL. &
WEST 5TH STREET
OXNARD, CALIFORNIA

SHEET TITLE

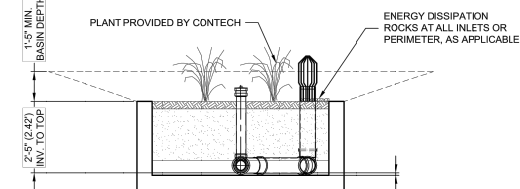
**TENTATIVE
CONDOMINIUM
MAP**

PRELIMINARY
BASIN
DETAILED
GRADING
PLANS

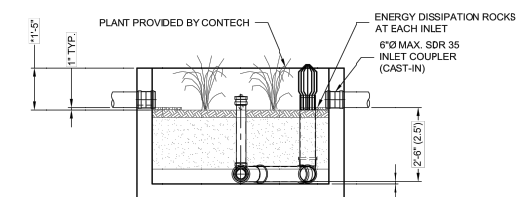


SECTION A-A

GREEN INFRASTRUCTURE INLET - TOP FLUSH WITH TOP OF CURB. NOT INTENDED FOR SIDEWALK APPLICATIONS



SECTION A-A
BASIN - CURB INLET OR PIPE INLETS OPTIONAL



SECTION A-A
PIPE INLET

INTERNAL PIPE CONFIGURATION MAY VARY DEPENDING ON VAULT SIZE.

FTBSVIB CONFIGURATION								
(OPTIONS: BASIN "B", GREEN INFRASTRUCTURE INLET "I", PIPE INLET "P", SLOTTED THROAT INLET "T")								
MEDIA BAY SIZE	VAULT SIZE (L x W)	LONG SIDE INLET DESIGNATION	SHORT SIDE INLET DESIGNATION	AVAILABILITY	MAX. OUTLET / BYPASS PIPE DIA.	MAX. BYPASS FLOW (CFS)	UNDERDRAIN PIPE DIA. (PERF)	MIN. NO. OF INLET PIPES (F-ONLY)
4 x 4	4 x 4	FTBSVIB0404	FTBSVIB0404	ALL	6" SDR 35	1.42	4" SDR 35	1
6 x 4	6 x 4	FTBSVIB0604	FTBSVIB0406	N/A CA	8" SDR 35	1.89	4" SDR 35	1
6.5 x 4	6.5 x 4	FTBSVIB06504	FTBSVIB0406S	CA ONLY	8" SDR 35	1.89	4" SDR 35	1
7.83 x 4.5	7.83 x 4.5	FTBSVIB07804S	FTBSVIB045078	DE,MD,NJ,PA,VA,WV ONLY	8" SDR 35	1.89	4" SDR 35	1
8 x 4	8 x 4	FTBSVIB0804	FTBSVIB0408	N/A	8" SDR 35	1.89	4" SDR 35	1
6 x 6	6 x 6	FTBSVIB0606	FTBSVIB0606	DE,MD,NJ,PA,VA,WV	8" SDR 35	1.89	4" SDR 35	1
8 x 6	8 x 6	FTBSVIB0806	FTBSVIB0608	ALL	10" SDR 35	2.37	4" SDR 35	1
10 x 6	10 x 6	FTBSVIB081006	FTBSVIB0610	ALL	10" SDR 35	2.37	6" SDR 35	2
12 x 6	12 x 6	FTBSVIB081206	FTBSVIB0612	ALL	10" SDR 35	2.37	6" SDR 35	2
13 x 7	13 x 7	FTBSVIB1307	FTBSVIB0713	ALL	10" SDR 35	2.37	6" SDR 35	2
14 x 8	14 x 8	FTBSVIB1408 ¹	N/A	ALL	10" SDR 35	2.37	6" SDR 35	3
16 x 8	16 x 8	FTBSVIB1608 ¹	N/A	N/A OR, WA	10" SDR 35	2.37	6" SDR 35	3
15 x 9	15 x 9	FTBSVIB1509 ¹	N/A	OR, WA ONLY	10" SDR 35	2.37	6" SDR 35	3
18 x 8	18 x 8	FTBSVIB1808 ¹	N/A	CA, L CONTECH	10" SDR 35	2.37	6" SDR 35	3
20 x 8	20 x 8	FTBSVIB2008 ¹	N/A	CALL CONTECH	10" SDR 35	2.37	6" SDR 35	4
22 x 8	22 x 8	FTBSVIB2208 ¹	N/A	CALL CONTECH	10" SDR 35	2.37	6" SDR 35	4

¹UTILITIES (2) CURB OPENINGS WITH MIN 1" SPACING

N/A = NOT AVAILABLE

†UTILIZES (2) CURB OPENINGS WITH MIN 1' SPACING

N/A = NOT AVAILABLE

BASIN #1

BASIN #2



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9025 Centre Pointe Dr., Suite 400, West Chester, OH 45069
800-338-1122 513-645-7000 513-645-7993 FAX

FILTERRA BIOSCAPE VAULT INTERNAL BYPASS
(FTBSVIB)
CONFIGURATION DETAIL

[illegible]

DRAWN/CHK BY: MT / RP

DATE: 7/08/2021

JOB NO.: 2007.001

SHEET NUMBER

6 OF 6



Peabody Engineering
1700 Alhambra Blvd., Suite 100
Sacramento, CA. 95816
(916) 731-8068 office (916) 731-8089 fax



CLIENT

PROJECT TITLE
PORTOFINO PLACE
TOWNHOMES

PORTOFINO PL. &
WEST 5TH STREET
OXNARD, CALIFORNIA

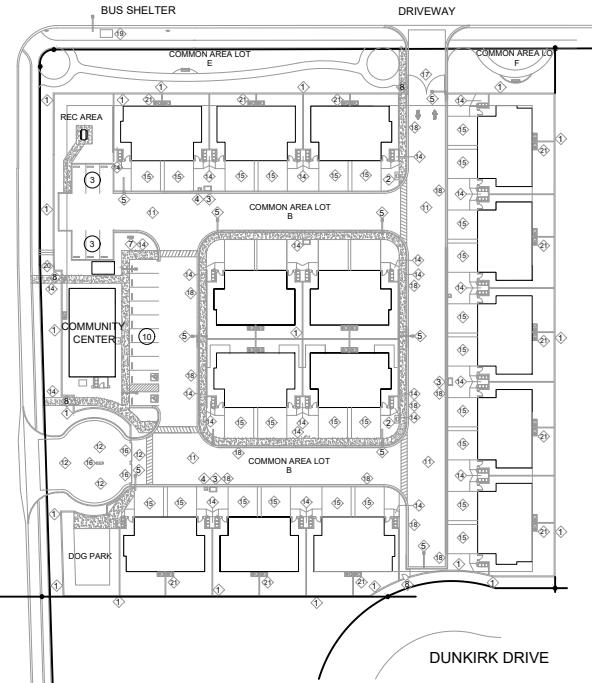
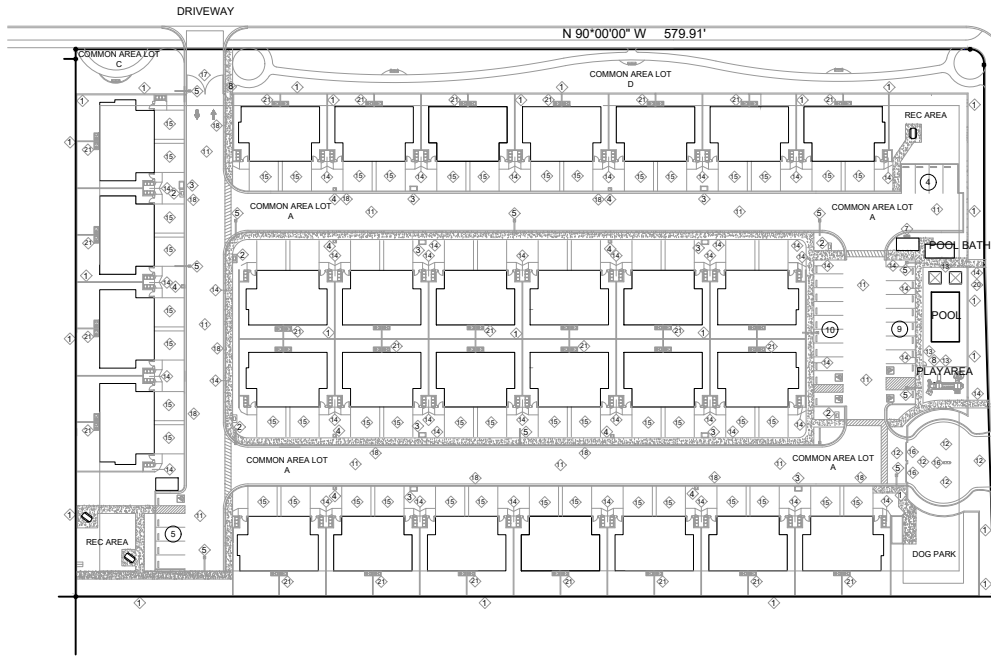
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TENTATIVE
CONDOMINIUM
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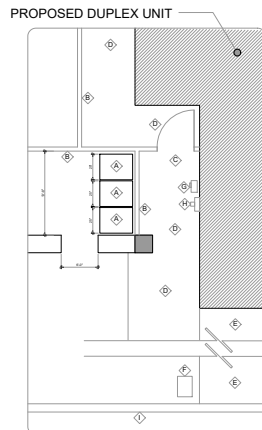
FILTERRA TREATMENT SIZING & DETAILS

C/L WEST 5TH STREET

C/L WEST 5TH STREET



TYPICAL UNIT UTILITES



KEYNOTES

- 1. 120 LITER CART, 37" X 19" X 21"
- 2. 60" SLUMPSTONE WALL
- 3. 60" PORCH ENTRY GATE
- 4. CONCRETE WALK
- 5. CONCRETE DRIVEWAY
- 6. WATER METER
- 7. GAS METER
- 8. ELECTRICAL METER
- 9. CURB AND GUTTER

SITE PLAN

KEYNOTES

- 1. 6" HIGH SLUMPSTONE WALL WITH CAP
- 2. SALSBUURY CLUSTER (MAIL) BOX 10A USPS APPROVED
- 3. TRANSFORMER
- 4. FIRE HYDRANT, 4" X 4-1/2" X 2-1/2" JONES J-4065
- 5. CREE LIGHTING RSW SERIES-2/LGLED
- 6. 1800 SF OFFICE & 200 SF POOL BATHS
- 7. 5 LOOP WAVE STYLE BIKE RACK, 2 EACH, U-LINE H-2544GALV
- 8. WROUGHT IRON PEDESTRIAN ACCESS GATE WITH PUSH BUTTON COMBO ACCESS, 36" X 60" WITH VERTY PICKETS AT 4" OC. PAINTED KELLY MOORE PASO VERDE
- 9. ASPHALT RIGHT OF WAY
- 10. PAVESTONE: PANORAMA SERIES TAVERNA PAVERS
- 11. 6" WROUGHT IRON FENCE
- 12. BROOM FINISHED CONCRETE AT ALL SIDEWALKS, WALKWAYS AND AT ALL GARBAGE/RECYCLE LOUNGES
- 13. BROOM FINISHED CONCRETE DRIVEWAY TYPICAL
- 14. CLICK-2-ENTER ELECTRIC ENTRY GATES WITH KNOX SWITCH
- 15. ELECTRIC AUTOMATIC EXIT GATES
- 16. NO PARKING SIGN EVERY 100' IN TRAFFIC PATTERN
- 17. BUS SHELTER
- 18. BACKFLOW PREVENTORS
- 19. AIR CONDITION UNITS TYPICAL
- 20. ALL FOUNDATIONS AND BUILDING SLABS SHALL BE CONSTRUCTED WITH VAPOR BARRIERS BETWEEN THE EXISTING SOIL AND NEW FOUNDATION AND BUILDING SLABS. (TYP.)
- 21. EACH DWELLING UNIT SHALL MAINTAIN SEPARATE UTILITY SYSTEMS AND METERS
- 22. HOME OWNERS ASSOCIATION SHALL MAINTAIN ROADS, RECREATIONAL AREAS, AND LANDSCAPING
- 23. WHERE FEASIBLE, INDIVIDUAL UNIT PLUMBING SHALL BE LOCATED.
- 24. DECORATIVE BOXES SHALL BE USED FOR ELECTRICAL BOXES, MAILBOXES, AND DIRECTORIES.

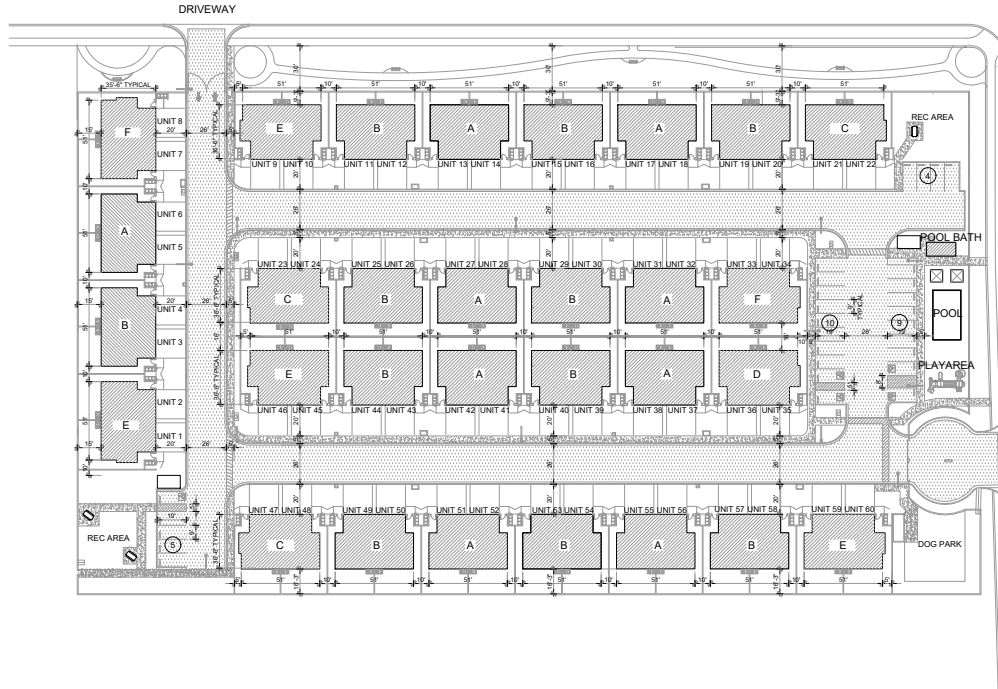
DATE: 4/28/21
ADDRESS: TBD
OXNARD, CA

SITE PLAN
PORTOFINO PL. & FIFTH STREET, OXNARD CA

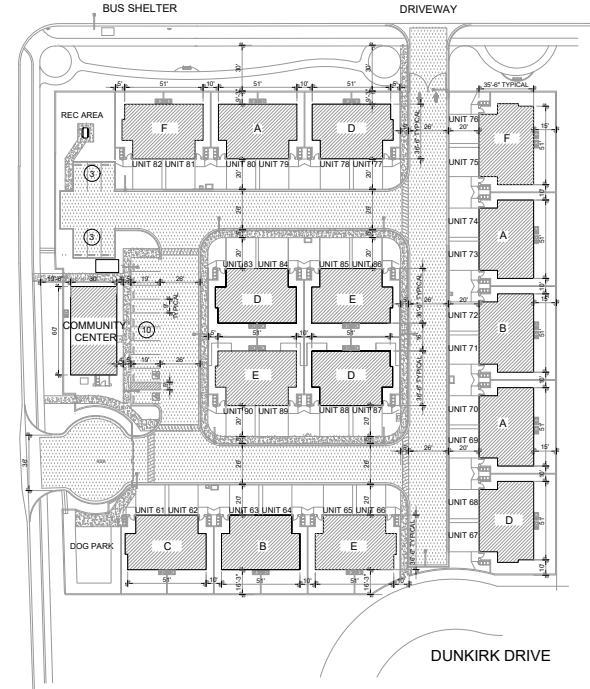
SHEET NUMBER
A 1.0

C/L WEST 5TH STREET

C/L WEST 5TH STREET



C/L PORTOFINO PLACE



DUNKIRK DRIVE

PROGRAM SUMMARY

SITE DATA

LOT	UNIT COUNT
PARCEL 'A': 4.07 ACRES 177,289.2 SF	58
PARCEL 'B': .81 ACRES 35,283 SF	32
PARCEL 'C': 2.73 ACRES 118,918.8 SF	90
7.61 ACRES 331,491.6 SF	

SQUARE FOOT DATA PER STRUCTURE

UNIT	PLAN	FOOTPRINT (SF)	TOTAL	GARAGE	FF LIVING	SF LIVING	TOTAL LIVING	END CAP	TOTAL LIVING	TOTAL GROSS SF
3BR	3 BR/ 3 BA	849	38,205	433 (19,918)	416 (18,720)	1060 (47,700)	1476 (66,420)	10 (100)	1486 (66,620)	155,708
2BR	2 BR/ 2 BA	849	38,205	433 (19,918)	416 (18,720)	997 (44,865)	1413 (63,585)	10 (100)	1423 (63,685)	149,258
			76,410							307,246

SITE BUILDING COVERAGE

UNIT	PLAN	FOOTPRINT (SF)	TOTAL
3BR	3 BR/ 3 BA	849	38,205
2BR	2 BR/ 2 BA	849	38,205
			76,410

AMENITY STRUCTURES (SF)	TOTAL
COMMUNITY CENTER:	1800
POOL BATHROOMS:	200
	2000

LIVING UNITS	TOTAL
PROPOSED	76,410 (23.56%)
ALLOWED*	82,972 (25%)

PARKING

GARAGE	GUEST (DRIVEWAY)
90	90
2.0 PER UNIT	2.0 PER UNIT
TOTAL 180	TOTAL 180

GUEST (OFF STREET)
STANDARD 37
HANDICAP 7
TOTAL 44

TOTAL SPACES PROVIDED:
404
TOTAL SPACES REQUIRED:
244

BICYCLE PARKING
PER "CITY OF OXNARD BICYCLE & PEDESTRIAN PLAN"
1 RACK SPACES PER 33 AUTO SPACES
394/33=11 STALLS
PROVIDED
4 EA 5 LOOP BIKE RACKS (TTL 20)

UNIT TYPE COUNT

UNIT	QUANTITY	SQFT
A	12	2923
B	13	2923
C	4	2940
D	5	2940
E	7	2940
F	4	2940
TOTAL	45	
UNIT SIZE 3BR/2BR	QUANTITY 45	

SITE ACCESS

AUTOMOTIVE: 2 EAST, 2 WEST
PEDESTRIAN: 4 EAST, 4 WEST

INTERIOR YARD SPACE

TOTAL LOT SIZE: 331,000 SQFT
TOTAL INT. YARD SPACE: 127,000 SQFT (38%)

MAIL CLUSTER BOX LOCATIONS

USPS STANDARD 16: 2 EAST, 4 WEST
REQUIRED: 90 PROVIDED: 96

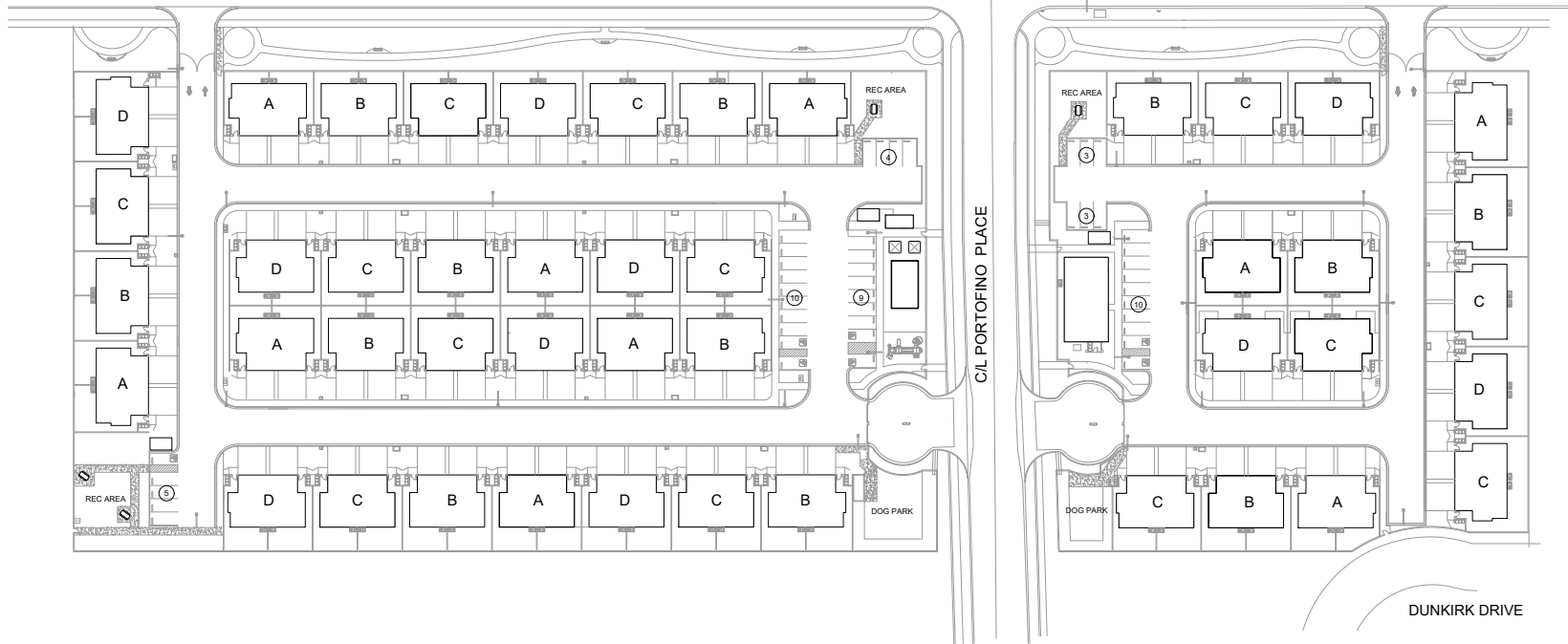
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ADDRESS: 580
OXNARD, CA

SITE OVERLAY
PORTOFINO PL. & FIFTH STREET, OXNARD CA

SHEET NUMBER
A.1.1

C/L WEST 5TH STREET

C/L WEST 5TH STREET



EXTERIOR FINISH SCHEDULE

COLOR SCHEME A

1. Siding & Garage – Kelly Moore Paseo Verde
2. Accent & Trim – Sherwin Williams SW7767 – High Reflective White
3. Roofing – Eagle Roofing Bel Air Brown Gray Range
4. Composite Roof Alternative – Owens Corning – Oakridge Sand Castle
5. Stone – Coronado Honey Ledge Grey Quartz

COLOR SCHEME B

6. Stucco & Garage – Sherwin Williams – SW7015 Repose Gray
7. Accent & Trim – Sherwin Williams SW7755 – High Reflective White
8. Roofing – Eagle Roofing Bel Air Brown Gray Range
9. Composite Roof Alternative – Owens Corning – Oakridge Driftwood
10. Stone – Coronado Honey Ledge Grey Quartz

COLOR SCHEME C

11. Stucco & Garage – Sherwin Williams – SW7018 – Dovetail
12. Accent & Trim – Sherwin Williams SW7014 – Elder White
13. Roofing – Eagle Roofing Topanga – 4576
14. Composite Roof Alternative – Owens Corning – Oakridge Teak
15. Stone – Coronado Honey Ledge Sioux Falls

COLOR SCHEME D

16. Siding & Garage – Sherwin Williams – SW6422 – Shagreen
17. Accent & Trim – Sherwin Williams SW8917 – Shell White
18. Roofing – Eagle Roofing Concord Blend – 4602
19. Composite Roof Alternative – Owens Corning – Gray
20. Stone – Coronado Honey Ledge Sioux Falls

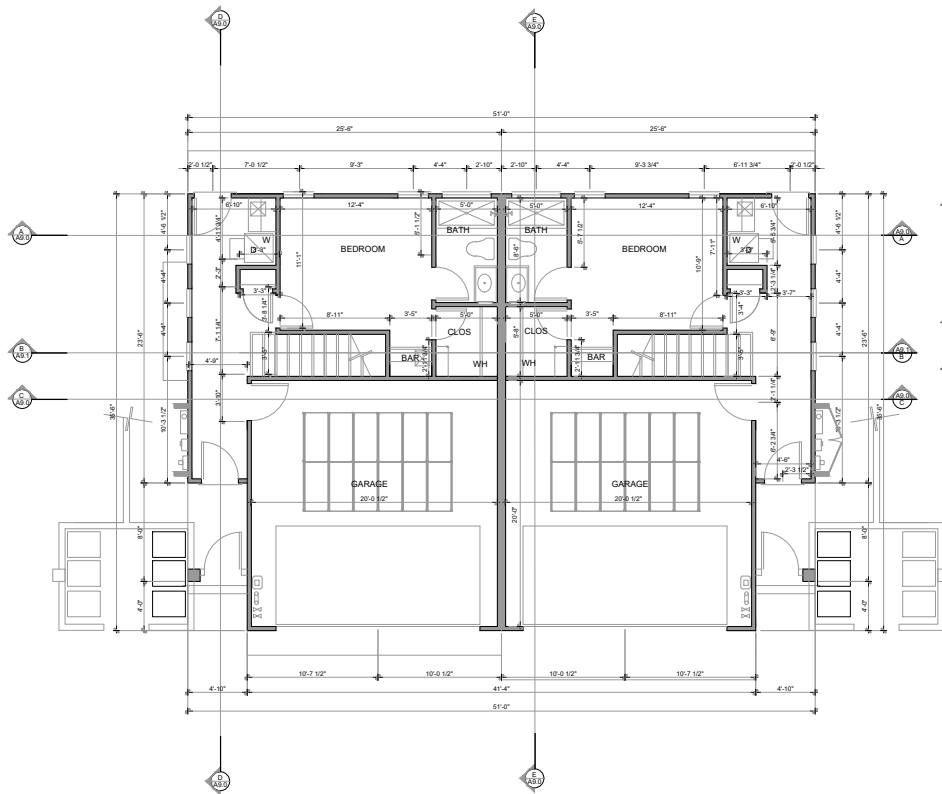
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OXNARD, CA

SITE COLOR
PORTOFINO PL. & FIFTH STREET, OXNARD CA

SHEET NUMBER
A 1.2

DOCUMENT 00100 INSTRUCTIONS TO BIDDERS 1.01 INVITATION A. Bid Submission: 1. Bids signed and under seal, executed, and dated to be received by the Owner/Contractor. 2. Offers will be opened privately. 3. Int. The intent of the Bid is required to be to obtain subcontract offers to perform work for a Stipulated Sum, in accordance with the Contract Documents. 1.02 BID DOCUMENTS AND CONTRACT DOCUMENTS A. Definitions: 1. Bid Documents: Defined in AIA A201 1987 Edition Article 1 including issued Addenda. 2. Bid Offer, or Bidding: Act of submitting an offer under seal. 3. Bid sum: Monetary sums identified by the Bidder. B. Availability: 1. Bid Documents may be obtained at the Office of the Owner/Contractor for this project. Their use does not grant a license for other purposes. 2. Examination: 1. Bid Documents are on display at the Owner's office. 2. Under receipt of Bid Documents verify that documents are complete. Notify the Architect should the documents be more than 20 days prior to submitting bid. 3. Immediately notify the Architect upon finding discrepancies or omissions in the Bid Documents. C. Queries/Addenda: 1. Direct questions to the Architect. 2. Addenda may be issued during the Bidding Period. All Addenda become part of the Contract Documents. Include resultant costs in the Bid Sum. 3. Verbal answers are not binding on any party. 4. Clarifications requested by Bidders must be in writing not less than 10 days before date set for receipt of Bids. The reply will be in the form of an Addendum. F. Product/Systems Substitutions: 1. Substituted products will be considered only if approved by the Owner. 2. Provide products as specified unless substitutions are submitted in this manner and subsequently accepted. 1.03 SITE ASSESSMENT A. Site Examination: 1. Bidders shall visit and carefully examine the site of the proposed work and acquaint themselves with the conditions under which the work will be performed and nature and extent of the work involved. 2. In the event that any conflict is discovered between actual conditions existing on site and conditions described or indicated on drawings or in the project manual. The bidder shall request clarification before his offer is submitted. Otherwise, it will be assumed that premises have been thoroughly examined and found to be acceptable. In such event, it will be the responsibility of the Contractor to protect the finished results indicated on drawings and specified herein without claim for additional compensation from the Owner. 1.04 QUALIFICATIONS A. Subcontractors/Suppliers/Other: 1. The Owner reserves the right to reject a proposed subcontractor / suppliers/other for reasonable cause. 1.05 BID SUBMISSION A. Submission Procedure: 1. Bidders shall be solely responsible for the delivery of the Bids in the manner and time prescribed. 2. Submit one copy of the completed offer, signed and sealed in a closed opaque envelope, addressed with Bidder's name, project name, dates and time bid is required to be submitted, and Owner's name and project number on the outside. B. BID INELIGIBILITY A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure contain grammatical errors, irregularities, or irregularities of any kind, may, at the discretion of the Owner, be declared unacceptable. 1.07 OFFER ACCEPTANCE / REJECTION A. Duration of offer: 1. Bids shall remain open to acceptance and shall be irrevocable for a period of thirty (30) days after the bid date. 1.08 ACCEPTANCE OF OFFER 1. The Contractor reserves the right to accept or reject any of its offers and to waive irregularity in the bidding and accept the bid which is most advantageous to the Owner. SECTION 01001 BASIC REQUIREMENTS PART 1 - GENERAL 1.01 GOVERNING LAW A. All work shall be performed in accordance with applicable requirements of the following: ADA ANSI Uniform Building Code Uniform Mechanical Code Uniform Fire Code (and Local Ordinances) State of Nevada Industrial Commission Codes and Safety Orders State of Nevada, Regulations of the Division of Health Regulations of the State Fire Marshal Life Safety Code Occupational Safety and Health Act B. Materials, methods, and testing shall conform to Divisions II and III of the Uniform Standard Specification for Public Works Construction On-Site Improvements. Clark County Area, Nevada, latest edition. 1.02 COORDINATION A. Coordinate scheduling, submittals, and the various areas of Work to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later. B. Verify that utility requirement characteristics of operating equipment are compatible with building facilities. Coordinate work timing interdependent utility and equipment responsibilities for installing, connecting to, and placing in service such equipment. 1.03 CUTTING AND PATCHING A. Employ experienced installer to perform cutting and patching new work - restore Work with new Products. B. Submit written request in advance of cutting or altering structural or building enclosure elements. C. Finish Work tight to adjacent elements. Maintain integrity of wall, ceiling, or floor construction - U - completely seal voids. D. Fit work surfaces to finish surfaces. 1.04 SUBMITTALS (As required by Owner) 1.04.1 SUBMITTALS (As required by Owner) 1.04.2 SUBMITTALS (As required by Owner) 1.04.3 SUBMITTALS (As required by Owner) 1.04.4 SUBMITTALS (As required by Owner) 1.04.5 SUBMITTALS (As required by Owner) 1.04.6 SUBMITTALS (As required by Owner) 1.04.7 SUBMITTALS (As required by Owner) 1.04.8 SUBMITTALS (As required by Owner) 1.04.9 SUBMITTALS (As required by Owner) 1.04.10 SUBMITTALS (As required by Owner) 1.04.11 SUBMITTALS (As required by Owner) 1.04.12 SUBMITTALS (As required by Owner) 1.04.13 SUBMITTALS (As required by Owner) 1.04.14 SUBMITTALS (As required by Owner) 1.04.15 SUBMITTALS (As required by Owner) 1.04.16 SUBMITTALS (As required by Owner) 1.04.17 SUBMITTALS (As required by Owner) 1.04.18 SUBMITTALS (As required by Owner) 1.04.19 SUBMITTALS (As required by Owner) 1.04.20 SUBMITTALS (As required by Owner) 1.04.21 SUBMITTALS (As required by Owner) 1.04.22 SUBMITTALS (As required by Owner) 1.04.23 SUBMITTALS (As required by Owner) 1.04.24 SUBMITTALS (As required by Owner) 1.04.25 SUBMITTALS (As required by Owner) 1.04.26 SUBMITTALS (As required by Owner) 1.04.27 SUBMITTALS (As required by Owner) 1.04.28 SUBMITTALS (As required by Owner) 1.04.29 SUBMITTALS (As required by Owner) 1.04.30 SUBMITTALS (As required by Owner) 1.04.31 SUBMITTALS (As required by Owner) 1.04.32 SUBMITTALS (As required by Owner) 1.04.33 SUBMITTALS (As required by Owner) 1.04.34 SUBMITTALS (As required by Owner) 1.04.35 SUBMITTALS (As required by Owner) 1.04.36 SUBMITTALS (As required by Owner) 1.04.37 SUBMITTALS (As required by Owner) 1.04.38 SUBMITTALS (As required by Owner) 1.04.39 SUBMITTALS (As required by Owner) 1.04.40 SUBMITTALS (As required by Owner) 1.04.41 SUBMITTALS (As required by Owner) 1.04.42 SUBMITTALS (As required by Owner) 1.04.43 SUBMITTALS (As required by Owner) 1.04.44 SUBMITTALS (As required by Owner) 1.04.45 SUBMITTALS (As required by Owner) 1.04.46 SUBMITTALS (As required by Owner) 1.04.47 SUBMITTALS (As required by Owner) 1.04.48 SUBMITTALS (As required by Owner) 1.04.49 SUBMITTALS (As required by Owner) 1.04.50 SUBMITTALS (As required by Owner) 1.04.51 SUBMITTALS (As required by Owner) 1.04.52 SUBMITTALS (As required by Owner) 1.04.53 SUBMITTALS (As required by Owner) 1.04.54 SUBMITTALS (As required by Owner) 1.04.55 SUBMITTALS (As required by Owner) 1.04.56 SUBMITTALS (As required by Owner) 1.04.57 SUBMITTALS (As required by Owner) 1.04.58 SUBMITTALS (As required by Owner) 1.04.59 SUBMITTALS (As required by Owner) 1.04.60 SUBMITTALS (As required by Owner) 1.04.61 SUBMITTALS (As required by Owner) 1.04.62 SUBMITTALS (As required by Owner) 1.04.63 SUBMITTALS (As required by Owner) 1.04.64 SUBMITTALS (As required by Owner) 1.04.65 SUBMITTALS (As required by Owner) 1.04.66 SUBMITTALS (As required by Owner) 1.04.67 SUBMITTALS (As required by Owner) 1.04.68 SUBMITTALS (As required by Owner) 1.04.69 SUBMITTALS (As required by Owner) 1.04.70 SUBMITTALS (As required by Owner) 1.04.71 SUBMITTALS (As required by Owner) 1.04.72 SUBMITTALS (As required by Owner) 1.04.73 SUBMITTALS (As required by Owner) 1.04.74 SUBMITTALS (As required by Owner) 1.04.75 SUBMITTALS (As required by Owner) 1.04.76 SUBMITTALS (As required by Owner) 1.04.77 SUBMITTALS (As required by Owner) 1.04.78 SUBMITTALS (As required by Owner) 1.04.79 SUBMITTALS (As required by Owner) 1.04.80 SUBMITTALS (As required by Owner) 1.04.81 SUBMITTALS (As required by Owner) 1.04.82 SUBMITTALS (As required by Owner) 1.04.83 SUBMITTALS (As required by Owner) 1.04.84 SUBMITTALS (As required by Owner) 1.04.85 SUBMITTALS (As required by Owner) 1.04.86 SUBMITTALS (As required by Owner) 1.04.87 SUBMITTALS (As required by Owner) 1.04.88 SUBMITTALS (As required by Owner) 1.04.89 SUBMITTALS (As required by Owner) 1.04.90 SUBMITTALS (As required by Owner) 1.04.91 SUBMITTALS (As required by Owner) 1.04.92 SUBMITTALS (As required by Owner) 1.04.93 SUBMITTALS (As required by Owner) 1.04.94 SUBMITTALS (As required by Owner) 1.04.95 SUBMITTALS (As required by Owner) 1.04.96 SUBMITTALS (As required by Owner) 1.04.97 SUBMITTALS (As required by Owner) 1.04.98 SUBMITTALS (As required by Owner) 1.04.99 SUBMITTALS (As required by Owner) 1.04.100 SUBMITTALS (As required by Owner)

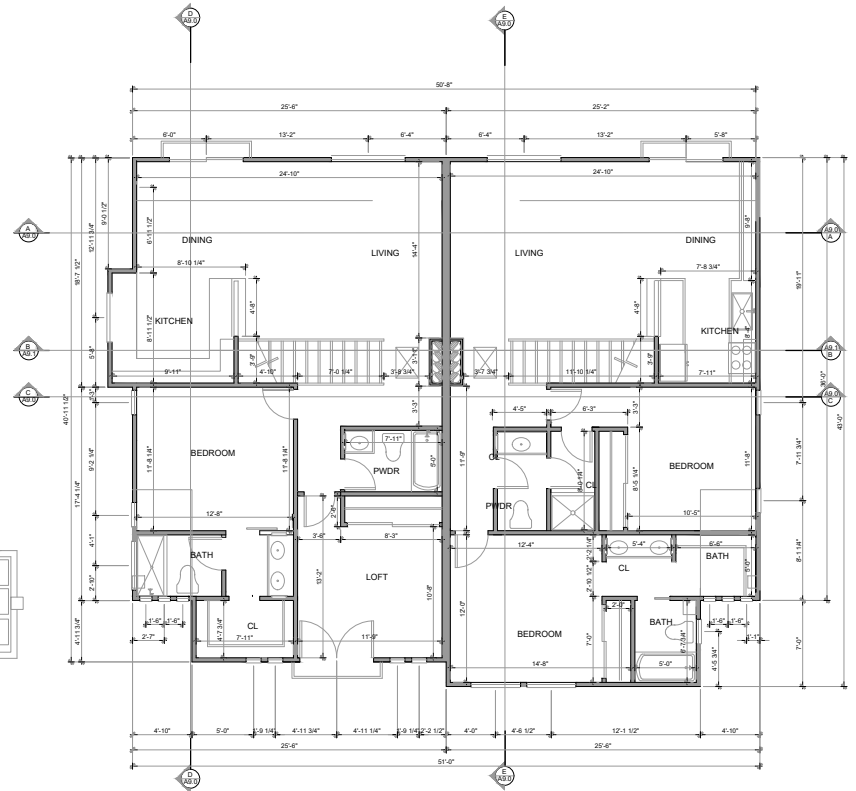
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FIRST FLOOR PLAN "E"

UNIT A
FF LIVING: 419 SF
GARAGE: 426 SF
TOTAL: 845 SF

UNIT B
FF LIVING: 419 SF
GARAGE: 426 SF
TOTAL: 845 SF



UPPER FLOOR PLAN "E"

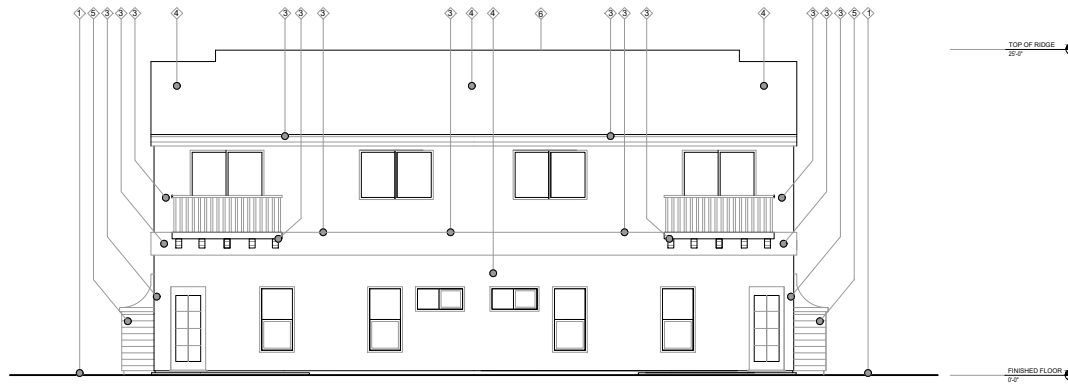
UNIT A
FF LIVING: 419 SF
SF LIVING: 1040 SF
TOTAL: 1459 SF

UNIT B
FF LIVING: 419 SF
SF LIVING: 1062 SF
TOTAL: 1481 SF

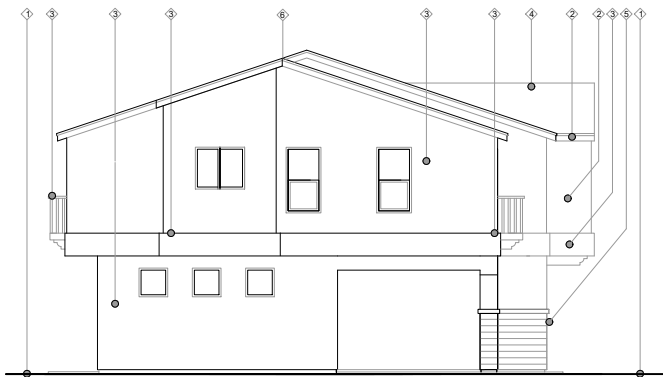
DATE: 4/28/21
ADDRESS: TBD
OXNARD, CA

DIM FLOOR PLAN "E"
PORTOFINO PL. & FIFTH STREET, OXNARD CA

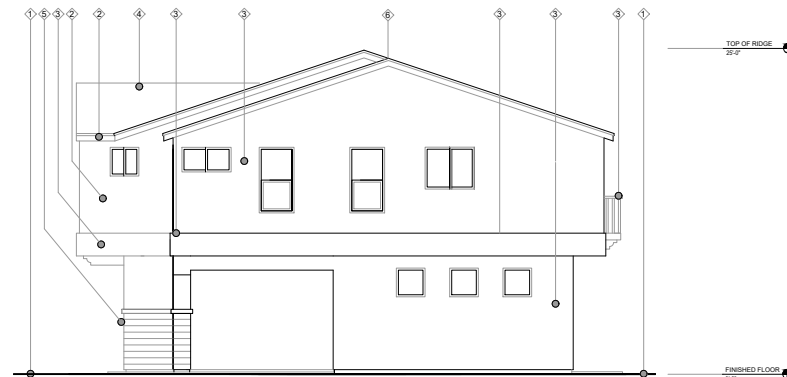
SHEET NUMBER
A 3.1



REAR ELEVATION "E"



LEFT SIDE ELEVATION "E"

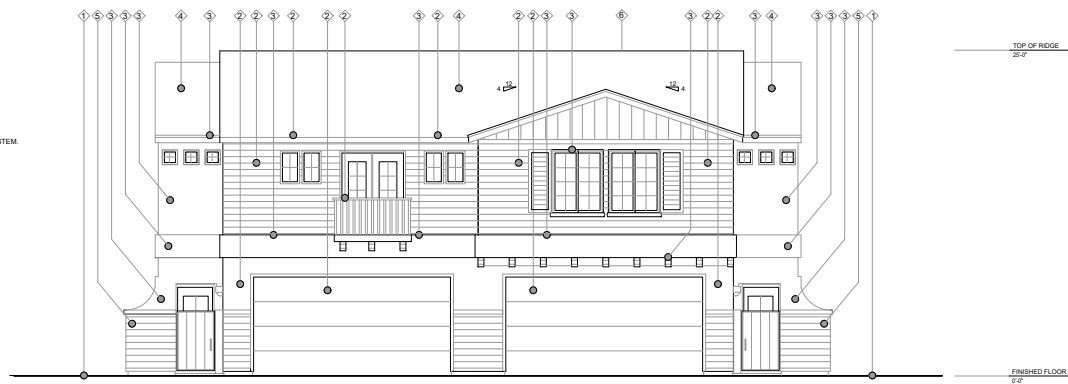


RIGHT SIDE ELEVATION "E"

KEYNOTES

- ① FINISHED GRADE
TYP. SLAB ON FINISHED GRADE CONSTRUCTION
- ② FASCIA, ACCENT COLOR AS SPECIFIED
- ③ BODY COLOR AS SPECIFIED
TYPICAL EXTERIOR WALL CONSTRUCTION: SAND FINISH STUCCO
OVER SHEATHING, 1/2" SHEET ROCK, FOM INSULATION,
AND A TYPICAL INSURED WALL, AS SPECIFIED BY ENGINEER.
SEE DETAIL T THROUGH 4 ON A3.2
- ④ ASPHALT ROOF ROOFING, COLOR AS SPECIFIED
SHEATHING, 1/2" DOWNS, ROOF SHEATHING, AND PRE-ENGINEERED TRUSS SYSTEM.
- ⑤ PORCELAIN TILE AS SPECIFIED
- ⑥ SOLAR LOCATED ON ROOF

NOTE: ALL WINDOW AND DOORS TO BE WHITE VINYL
NOT LABELED FOR CLARITY
NOTE: FOR COLOR SPECIFICATIONS AND SCHEDULE
REFER TO SHEET A.1.2 FOR COLOR PALETTE



STREET ELEVATION "E"

DATE: 4/28/21
ADDRESS TBD
OXNARD, CA

ELEVATIONS "E"
PORTOFINO PL. & FIFTH STREET, OXNARD CA

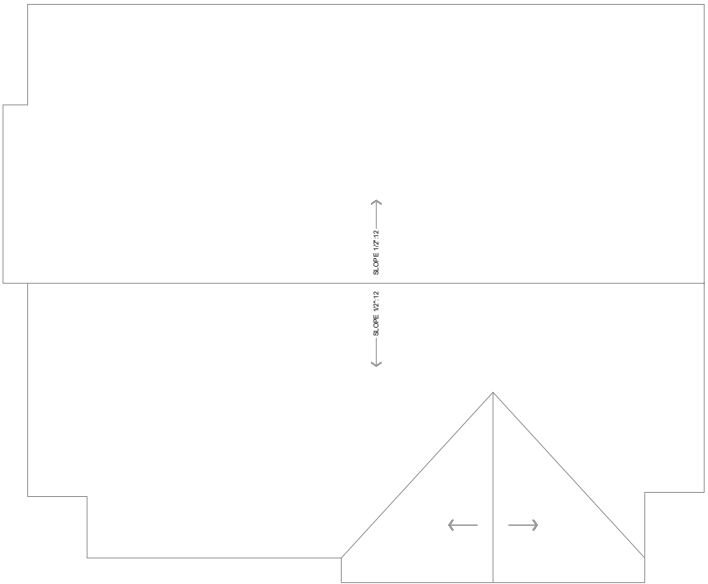
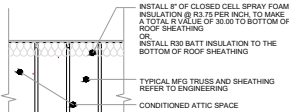
SHEET NUMBER
A 3.2

ROOF FRAMING (TRUSS) NOTES

- 1. DASHED LINES DENOTE WALLS BELOW THE ROOF FRAMING.
- 2. SEE STRUCT. GENERAL NOTES FOR ROOF SHEATHING.
- 3. PROVIDE ALL BLOCKING AND FIRE STOPS AS REQUIRED.
- 4. ROOF IS TO BE FLASHED AND COUNTER FLASHED AT WALLS, VALLEYS, PENETRATIONS, AND ALL APPROPRIATE AREAS.
- 5. ROOFING SUB CONTRACTOR TO PROVIDE ALL FLASHING THROUGHOUT AND PROVIDE INSTALLATION.
- 6. PROVIDE LEAD FLASHING AT PROTRUDING PIPES THROUGH ROOF AND AT CURVED WALL TO ROOF CONNECTIONS. PAINT FLASHING TO MATCH.
- 7. ALL ROOF PENETRATIONS TO BE A MINIMUM OF 1'-0" FROM EDGE OF ROOF CRICKETS OR CANT STRIPS (TYPICAL).
- 8. ALL ROOF PENETRATIONS TO BE FIELD VERIFIED BETWEEN TRADES PRIOR TO INSTALLATION TO AVOID CONFLICTS.
- 9. "DRY COAT" WATERPROOF DECKING MEMBRANE OVER O.S.B. FLOOR SHEATHING PROVIDE "DRY COAT" WATERPROOF DECKING MEMBRANE OVER THIS AREA ON EQUAL.
- 10. PROVIDE "WITH THENE 3000" WATERPROOF MEMBRANE AT ALL HORIZ. APPLICATIONS OF FIREPLACE, STACK LAP OVER ECHS MIN 6" ALL UNDER DRAIN. G.I. CAP w/ MIN 2" LAP OVER SIDES. WELD ALL BREAKS IN PAN AND SLOPE TO DRAIN.
- 11. QUANTITIES, SHAPES, SIZES, CONFIGURATIONS, ETC. OF ALL TRUSSES, HIP SETS, GABLE ENDS, BLOCKING AND ALL OTHER ROOF SYSTEM COMPONENTS ARE ASSUMED TO BE SUPPLIED IN THE TRUSS PACKAGE BY THE TRUSS MANUFACTURER.
- 12. INSTALLATION OF THE TRUSS SYSTEM, ON SITE FILLS "CUT AND STACK" FRAMING AND ALL OVER FRAMING TO BE THE RESPONSIBILITY OF THE FRAMING CONTRACTOR OR AS SPECIFIED BY THE ENGINEER OF RECORD OR THE GENERAL CONTRACTOR.
- 13. ON SITE VERIFICATION OF ALL CONDITIONS REQUIRED OF THE TRUSS SUPPLIER OR CONTRACTOR PRIOR TO MANUFACTURING OF ANY TRUSSES OR COMPONENTS. THIS IS TO ENSURE PROPER SIZES AND QUANTITIES.
- 14. TRUSS SUPPLIER TO ENSURE THAT ALL TRUSSES CONFORM TO ANY AND ALL SPECIFICATIONS OF THE ENGINEER OF RECORD PERTAINING TO DRAG TRUSSES, SHEAR TRUSSES, ETC.
- 15. TRUSS SUPPLIER TO ENSURE THAT ALL TRUSSES CONFORM TO ANY AND ALL SPECIFICATIONS REGARDING THE ACCOMMODATION OF THE INSTALLATION OF THE HEATING VENTILATION AND AIR CONDITIONING (HVAC) SYSTEM AND ITS COMPONENTS.
- 16. ROOF TRUSS SYSTEM TO BE INSTALLED PER MANUFACTURERS SPECIFICATIONS USING ALL APPROPRIATE BRACING PERMANENT AND TEMPORARY.
- 17. FRAMING CONTRACTOR TO USE SIMPSON HURRICANE CLIPS 2.5 OR BETTER AT THE END OF ALL TRUSSES OR AS SPECIFIED BY THE ENGINEER OF RECORD OR TRUSS SUPPLIER.
- 18. ANY CHANGES IN THE ROOF SYSTEM (E. SIZE, SHAPE, ETC.) TO BE REPORTED IN WRITING TO THE DESIGN PROFESSIONAL IMMEDIATELY.
- 19. WHERE EAVE VENTING OCCURS, FIRE BLOCK BELOW FASCIA @ STUD WALL AND LAY EVERY THIRD VENT BLOCK HORIZ. w/ BATTLE AT INSULATION.
- 20. MINIMUM VERTICAL SEPARATION BETWEEN HIGH AND LOW VENTS IS 3'-0" (MIN.).
- 21. HIGH VENTS SHALL BE NO CLOSER THAN 7'-0" TO THE RIDGE AND LOW TILE VENTS SHALL BE NO CLOSER THAN 3'-0" TO THE EAVE.

ROOF VENTILATION DESIGN

BASIS FOR DESIGN:
ROOF TO BE UNVENTED AS ALLOWED PER IRC 806.5 WITH ALL CONDITIONS
MET AND/OR EXCEEDED. REFER TO DETAIL F ABOVE.



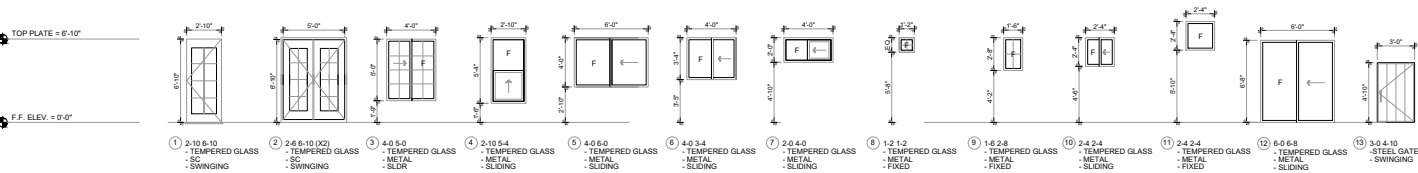
ROOF PLAN "E"

EXTERIOR DOOR AND WINDOW SCHEDULE

- 1. PROVIDE SAFETY GLAZING IN THE FOLLOWING LOCATIONS: SECTION 308.4.1 TO R308.4.7. IRC.
- A) SLIDING OR SWINGING DOORS EXCEPT JALOUSIES.
- B) TUB AND OR SHOWER ENCLOSURE AND GLAZING IN THE WALLS LESS THAN 80" ABOVE THE STANDING SURFACES OF TUBS OR SHOWERS.
- C) GLAZING IN FIXED AND SLIDING PANELS OF SLIDING DOOR ASSEMBLIES AND PANELS IN SLIDING AND BI-FOLD CLOSET DOOR ASSEMBLIES.
- D) GLAZING IN DOORS AND ENCLOSURES FOR HOT TUBS, WHIRLPOOLS, SAUNAS, STEAM ROOMS, BATHTUBS AND SHOWERS, GLAZING IN ANY PART OF A BUILDING WALL ENCLOSING THESE COMPARTMENTS WHERE THE BOTTOM EXPOSED EDGE OF THE GLAZING IS LESS THAN 60 INCHES MEASURED HORIZONTALLY AND VERTICALLY AND IN STRAIGHT LINE, FROM THE WATER EDGE AT ANY STANDING OR WALKING SURFACE.

- (1 CONT.)
- E) GLAZING IN AN INDIVIDUAL FIXED OR OPERABLE PANEL ADJACENT TO A DOOR WHERE THE NEAREST VERTICAL EDGE OF THE GLAZING IS WITHIN A 24 INCHES ARC OF BOTH VERTICAL EDGE OF THE DOOR IN A CLOSE POSITION AND WHOSE BOTTOM EDGE IS LESS THAN 60 INCHES ABOVE THE FLOOR OR WALKING SURFACE.
- F) GLAZING ADJACENT TO STAIRWAYS, LANDINGS AND RAMPS WITHIN 36 INCHES HORIZONTALLY OF A WALKING SURFACE WHEN THE EXPOSED SURFACE OF THE GLASS IS LESS THAN 60 INCHES ABOVE THE NOSE OF THE ADJACENT WALKING SURFACE.
- G) GLAZING WITHIN 18" OF THE FLOOR, INDIVIDUAL PANEL GREATER THAN 9 SQUARE FEET. H) ALL GLAZING IN RAILINGS REGARDLESS OF AN AREA OR HEIGHT ABOVE A WALKING SURFACE. INCLUDED ARE STRUCTURAL BALUSTERS PANELS AND NON-STRUCTURAL IN FILL PANELS.

- 2. WINDOWS IN ALL SLEEPING AREAS SHALL MEET EGRS REQUIRED AS SET FORTH IN THE ADOPTED IRC AND ALL CGRS.
- 3. ALL GLAZING TO BE INSTALLED IN COMPLIANCE AND AS SPECIFIED WITH THE APPROVED IECC REPORT AS SUBMITTED AND APPROVED WITH THIS THESE CONSTRUCTION DOCUMENTS AND PERMIT.
- 4. ALL GLAZING TO BE INSTALLED PER MANUFACTURER SPECIFICATIONS THE GENERAL CONTRACTOR IN CONCERT WITH THE SUPPLIER TO SUPPLY ALL CUT SHEETS AND ROUGH OPENING SIZES TO THE FRAMING CONTRACTOR PRIOR TO COMMENCEMENT OF ALL WORK TO BE PERFORMED



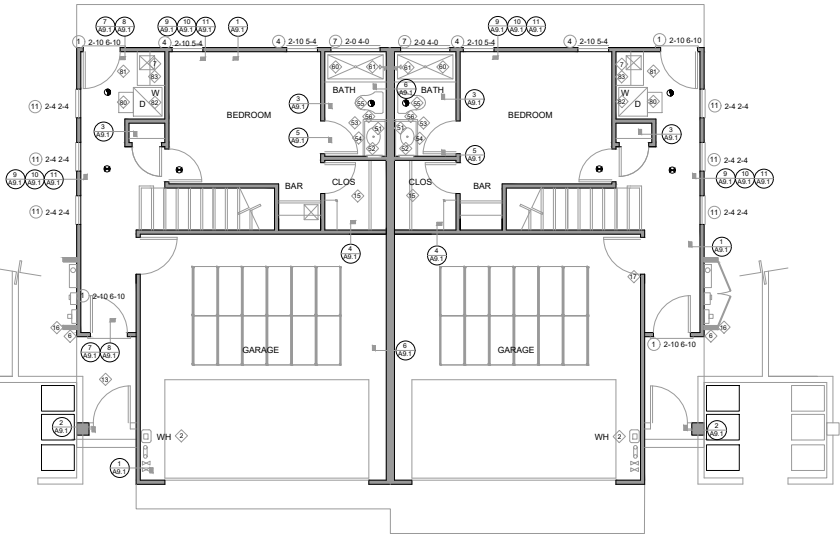
DATE: 4/28/21
ADDRESS: TBD
OXNARD, CA

ROOF PLAN "E"
PORTOFINO PL. & FIFTH STREET, OXNARD CA

SHEET NUMBER
A 3.3

GENERAL FRAMING NOTES

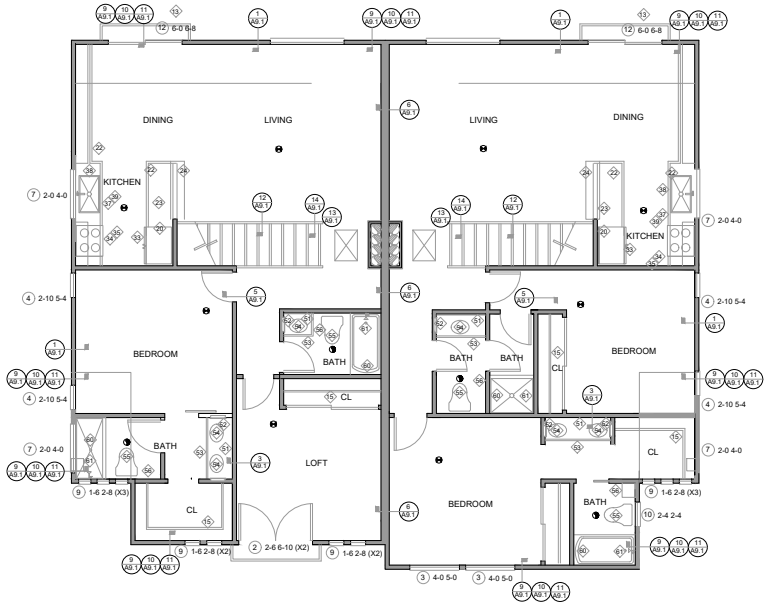
1. ALL WOOD SHALL BE AT 19% OR LESS MOISTURE CONTENT PRIOR TO COVERING
2. ALL WOOD IN CONTACT WITHIN OF CONCRETE SHALL BE RWD OR PRESSURE TREATED
3. ALL WOOD EXPOSED TO WEATHER SHALL BE PRESSURE TREATED OR WOOD OF NATURAL RESISTANCE TO DECAY SUCH AS REDWOOD OR CEDAR
4. PRESSURE TREATED WOOD SHALL NOT CONTAIN EITHER CHROMIUM OR ARSENIC
5. EACH PIECE OF WOOD FRAMING SHALL BEAR THE GRADE OF THE WOOD SPECIES AND TRADEMARK OF THE GRADING AGENCY UNDER WHOSE RULES THE MEMBER WAS GRADED
7. EACH PIECE OF SHEATHING (OSB OR PLYWOOD) SHALL BEAR THE GRADE OF THE SHEET IN ACCORDANCE WITH THE APA GRADING RULES
8. ALL WOOD CONNECTORS HOLES SHALL BE FILLED WITH NAILS PER THE MFG INSTRUCTIONS AND THE ENGINEERS SPECIFICATIONS
9. ALL FASTENERS (NAILS, SCREWS, HOLD-DOWNS, STRAPS, ANCHOR BOLTS, ETC.) SHALL BE GALVANIZED OR STAINLESS STEEL FASTENERS
10. HOLE SIZES FOR CLEANING, TEMPERATURE, HUMIDITY AND SETTING WORKING TIMES
11. ADHESIVES OR EPOXY ANCHORS SHALL BE INSTALLED PER THE MFG INSTRUCTIONS AND RECOMMENDATIONS INCLUDING, BUT NOT LIMITED TO, INSTRUCTIONS FOR THE
11. FRAMING (SUB CONTRACTOR IS RESPONSIBLE TO PROTECT ALL FINISHED CONCRETE AREAS FROM DAMAGE WITH MIN 12" DYSUM OR EQUAL) INSTALLED HORIZONTAL OVER THOSE AREAS THAT IS DEEMED TO BE A FINISHED OR EXPOSED AREA
12. WHEN POSSIBLE NO PINS, SHOTS, TEMPORARY NAILS TO BE EMBEDDED INTO CONCRETE SURFACE
13. USE NOTED DIMENSIONS RATHER THAN SCALED DIMENSIONS
14. IF DIMENSION DISCREPANCIES ARISE CONTACT THE DESIGNER OF RECORD IMMEDIATELY FOR CLARIFICATION
15. DIMENSIONS NOTED ARE FACE OF STUD EXTERIOR, FINISHED (AFTER 5/8" SHEET ROCK) INTERIOR



FIRST FLOOR PLAN "A"

UNIT A	
FF LIVING:	419 SF
GARAGE:	426 SF
TOTAL:	845 SF

UNIT B	
FF LIVING:	419 SF
GARAGE:	426 SF
TOTAL:	845 SF



UPPER FLOOR PLAN "A"

UNIT A	
FF LIVING:	419 SF
SF LIVING:	1023 SF
TOTAL:	1442 SF

UNIT B	
FF LIVING:	419 SF
SF LIVING:	1062 SF
TOTAL:	1481 SF

FLOOR PLAN KEY NOTES

GENERAL NOTES

1. GAS FIRED ON DEMAND WATER HEATER, #0715-240M A.O. SMITH SIGNATURE PREMIER 6.6 GPM 160,000 BTU NATURAL GAS OR AS SPECIFIED BY THE MECHANICAL ENGINEER
2. SUPPLIER TO FURNISH AND MAKE AVAILABLE FOR ALL INSPECTIONS INSTALLATION SPECIFICATIONS AND OPERATOR/OWNER MANUALS
3. TANKLESS WATER HEATER
4. F.A.U. SEE MECH FOR DETAILS
5. ELECTRICAL MAIN PANEL. SEE ELEC LOAD CALC.
6. NOT IN USE
7. PROVIDE HOSE-BIBB WIRECESSES BRADLEY 7910 HOSE BOX OR EQUAL PER M1902.4.1. INSTALL DRYER MOISTURE EXHAUST DUCT SYSTEM MIN 14" R/L EXHAUST INCLUDING 10" MINETRY DESIGNS. REFER TO ME DRYER VENT PRESSURE DROP CALCULATION FOR COMPLIANCE.
8. WHERE 8 IS SHOWN, PROVIDE SMOKE & CARBON DETECTORS. INSTALL WIDE SMOKE/CO DUEL DETECTOR KNOCOSMBA OR EQUAL LOCATIONS
9. 1 IN EACH SLEEPING ROOM
10. 2 OUTSIDE EACH SLEEPING ROOM IN THE IMMEDIATE VICINITY OF OF THE BEDROOM
11. 3 ON EACH ADDITIONAL FLOOR OF THE DWELLING.
- WHEN ONE OR MORE DETECTOR IS TO BE INSTALLED ALL ARE TO BE WIRED IN A MANNER THAT IF THE ACTION OF ONE ALARM WILL ACTIVATE ALL ALARMS. THE ALARM SHALL BE CLEARLY AUDIBLE IN ALL BEDS OVER BACKGROUND NOISE WITH ALL DOORS CLOSED PER IRC, SECTION 313.313.2

1. THERE SHALL BE A FLOOR OR LANDING AT THE TOP AND BOTTOM OF EACH STAIRWAY. ALL LANDINGS SHALL COMPLY WITH THE IRC CODE AND ANY ADOPTED LOCAL AMENDMENTS
2. ALL STAIRWAYS SHALL COMPLY WITH THE CURRENT IRC CODE AND ANY ADOPTED LOCAL AMENDMENTS
3. TYPICAL CONCRETE LANDING AT EXTERIOR DOOR SHALL NOT NOT BE MORE THAN 1' BELOW THE TOP OF THE THRESHOLD PROVIDED THE DOOR DOES NOT SWING OVER THE LANDING. MIN 1' X 1' DOOR BEYOND LANDING SHALL BE MIN 30" IN DIRECTION OF TRAVEL. LINE OF THE FLOOR ABOVE/BELOW.
4. WHERE 4 IS SHOWN PROVIDE 50CFM INTERMITTENT EXHAUST FAN
5. SLOPE SLAB/DECK 1/4" PER 1'-0" AWAY FROM STRUCTURE
6. NOT IN USE
7. CLOSET BUILT-INS. SEE GC/OWNER FOR LAYOUT, MATERIAL AND FINISH
8. DECORATIVE SHROUD
9. ELECTRICAL PANEL TO BE FED BY SOLAR SOLUTION

KITCHEN AND BAR

1. WALL MOUNTED UPPER CABINETS. SEE GC/OWNER FOR EXACT LAYOUT, MFG, MODEL AND COLOR
2. NOT IN USE
3. 36" BASE CABINETS SEE GC/OWNER FOR EXACT LAYOUT, MFG MODEL AND COLOR
4. COUNTER TOP @ 36" A.F.F. SEE BUILDER/OWNER FOR EXACT STYLE, MATERIAL AND COLOR
5. COUNTER TOP 18" WIDE @ 44" A.F.F. OVER 6" PONY WALL. SEE BUILDER/OWNER FOR EXACT STYLE, MATERIAL AND COLOR
6. COUNTER TOP AT 30" A.F.F. W/ KNEE SPACE (WHERE OCCURS)
7. REFRIGERATOR SPACE. SEE GC/OWNER FOR EXACT DIMENSIONS
8. RANGE/OVEN COMBO. SEE BUILDER/OWNER FOR EXACT MAKE AND MODEL
9. DIRECT VENT RANGE HOOD/MICROWAVE COMBO. SEE MECHANICAL PLANS FOR SPECS. INSTALL PER MFR SPECS, SPECIFIED BY BUILDER/KITCHEN DESIGNER
10. NOT IN USE
11. GARBAGE DISPOSAL AT SINK SPECIFIED BY BUILDER/KITCHEN DESIGNER
12. DISHWASHER SPECIFIED BY BUILDER/KITCHEN DESIGNER
13. SINK SIZE, MATERIAL, SPECIFIED BY BUILDER/KITCHEN DESIGNER

BATHROOM

1. TYPICAL MIRROR. SEE GC/OWNER FOR EXACT DIMENSIONS
2. TYPICAL RECESSED MEDICINE CABINET. SEE GC/OWNER FOR EXACT TYPE AND MODEL
3. 8" HIGH CAB. SEE GC/ OWNER AGENT FOR SPECS
4. SINK. SEE BUILDER/OWNER FOR EXACT TYPE AND MODEL
5. TOILET. SEE GC/OWNER AGENT FOR EXACT TYPE AND MODEL
6. PAPER HURLR. SEE BUILDER/OWNER AGENT FOR EXACT TYPE AND MODEL
7. SHOWER TUB COMBO. SEE GC/OWNER FOR EXACT MAKE AND MODEL
8. WALL MOUNTED SHOWER HEAD AT 72" A.F.F.

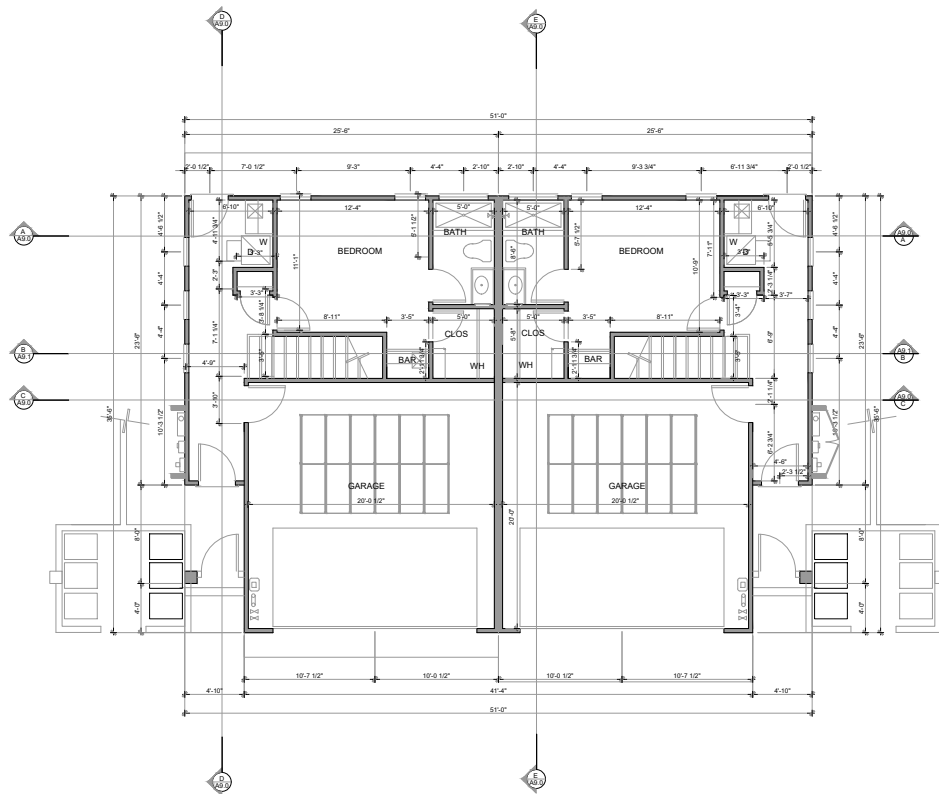
LAUNDRY ROOM

1. WASHER. SEE GC/OWNER FOR EXACT MAKE AND MODEL
2. DRYER. SEE GC/OWNER FOR EXACT MAKE AND MODEL
3. RECESSED WATER VALVE BOX
4. INSTALL DRYER BOX MODEL. # BD480 OR EQUAL WITH OWNER APPROVAL

DATE: 4/28/21
ADDRESS: TBD
OXNARD, CA

FLOORPLAN "A"
PORTOFINO PL. & FIFTH STREET, OXNARD CA

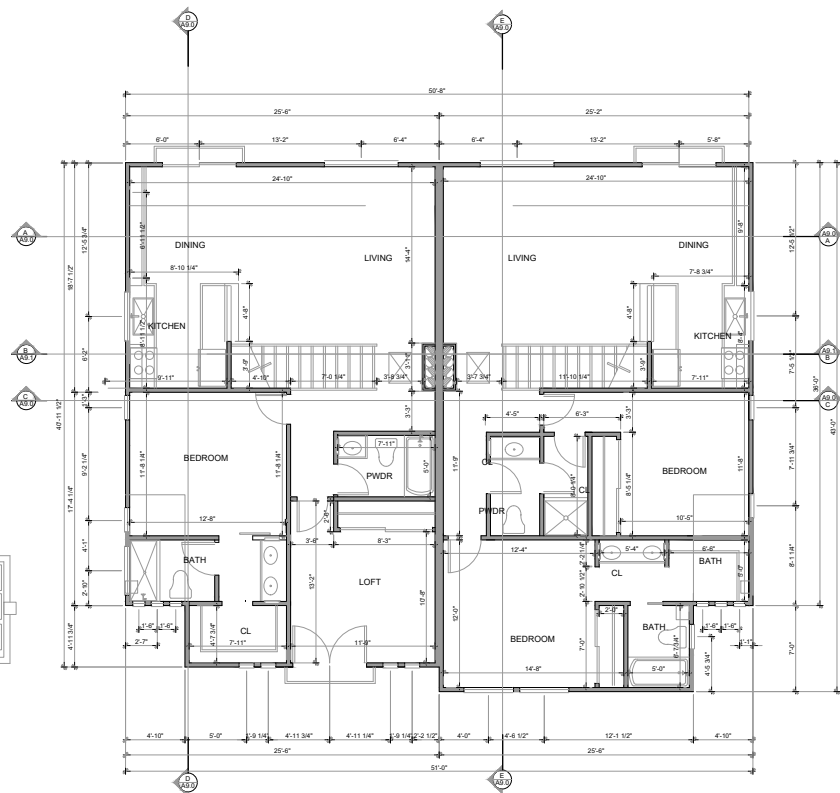
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FIRST FLOOR PLAN "A"

UNIT A
FF LIVING: 419 SF
GARAGE: 426 SF
TOTAL: 845 SF

UNIT B
FF LIVING: 419 SF
GARAGE: 426 SF
TOTAL: 845 SF



UPPER FLOOR PLAN "A"

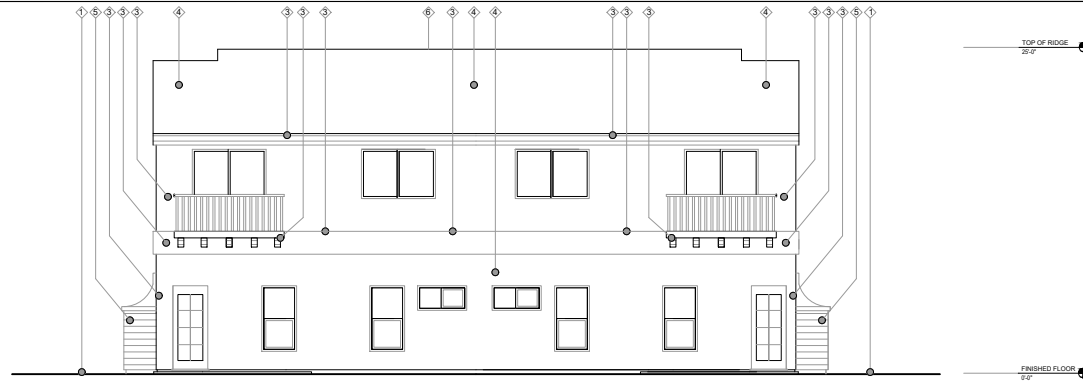
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UNIT B
FF LIVING: 419 SF
SF LIVING: 1062 SF
TOTAL: 1481 SF

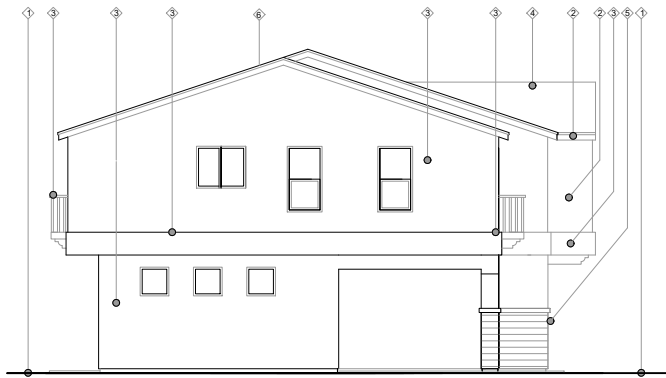
DATE: 4/28/21
ADDRESS: TBD
OXNARD, CA

DIM FLOOR PLAN "A"
PORTOFINO PL. & FIFTH STREET, OXNARD CA

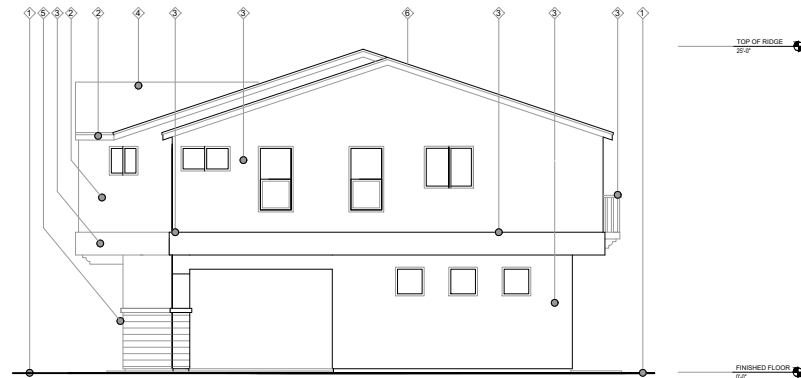
SHEET NUMBER
A 4.1



REAR ELEVATION "A"



LEFT SIDE ELEVATION "A"

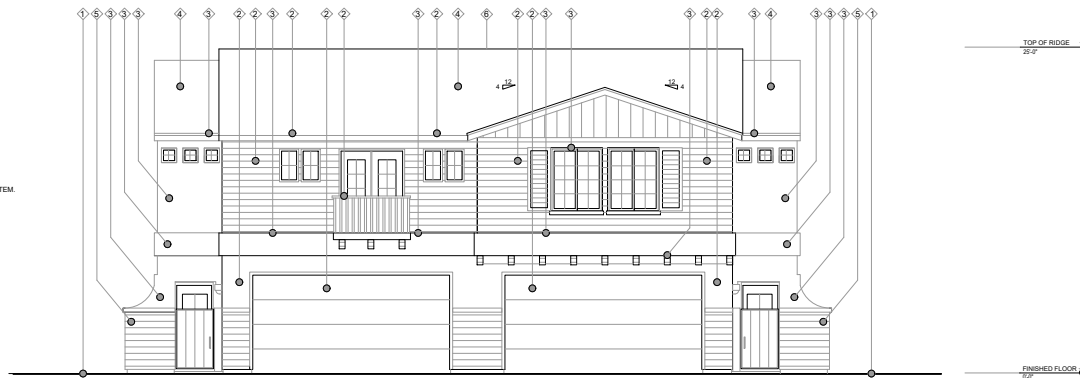


RIGHT SIDE ELEVATION "A"

KEYNOTES

- ① FINISHED GRADE
TYP. SLAB ON FINISHED GRADE CONSTRUCTION
- ② FASCIA, ACCENT COLOR AS SPECIFIED
- ③ BODY COLOR AS SPECIFIED
TYPICAL EXTERIOR WALL CONSTRUCTION: SAND FINISH STUCCO
OVER BRANCHED UP SHEET ROCK, FOAM INSULATION
AND A TYPICAL FRAMED WALL. AS SPECIFIED BY ENGINEER.
SEE DETAIL 1 THROUGH 4 ON A2
- ④ ASPHALT ROOF ROOFING, COLOR AS SPECIFIED
⑤ SOLAR SHIELD PORCELAIN TILE
SEE DETAIL 1 ON A2
- ⑥ PORCELAIN TILE AS SPECIFIED

NOTE: ALL WINDOW AND DOORS TO BE WHITE VINYL
NOT LABELED FOR CLARITY
NOTE: FOR COLOR SPECIFICATIONS AND SCHEDULE
REFER TO SHEET A 1.2 FOR COLOR PALETTE



STREET ELEVATION "A"

DATE: 4/28/21
ADDRESS: TBD
OXNARD, CA

ELEVATIONS "A"
PORTOFINO PL. & FIFTH STREET, OXNARD CA

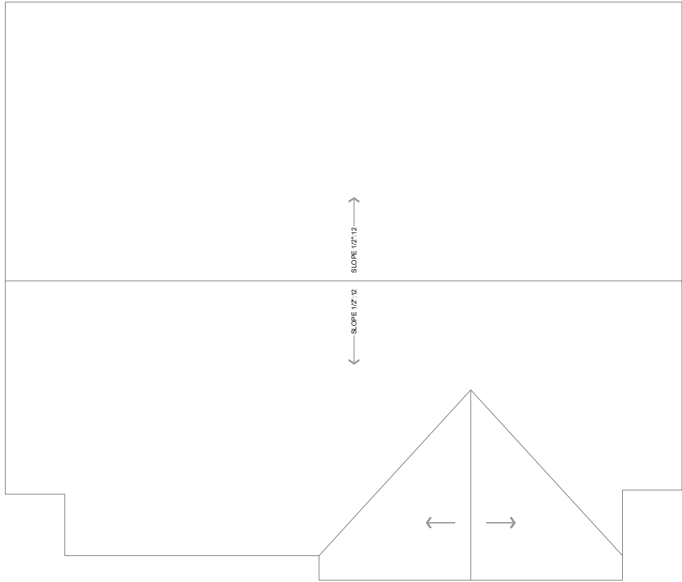
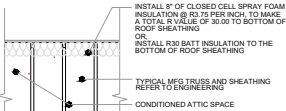
SHEET NUMBER
A 4.2

ROOF FRAMING (TRUSS) NOTES

- 1. DASHED LINES DENOTE WALLS BELOW THE ROOF FRAMING.
- 2. SEE STRUCT. GENERAL NOTES FOR ROOF SHEATHING.
- 3. PROVIDE ALL BLOCKING AND FIRE STOPS AS REQUIRED.
- 4. ROOF IS TO BE FLASHED AND COUNTER FLASHED AT WALLS, VALLEYS, PENETRATIONS, AND ALL APPROPRIATE AREAS.
- 5. ROOFING SUB CONTRACTOR TO PROVIDE ALL FLASHING THROUGHOUT AND PROVIDE INSTALLATION.
- 6. PROVIDE LEAD FLASHING AT PROTRUDING PIPES THROUGH ROOF AND AT CURVED WALL TO ROOF CONNECTIONS. PAINT FLASHING TO MATCH.
- 7. ALL ROOF PENETRATIONS TO BE A MINIMUM OF 1'-0" FROM EDGE OF ROOF CRICKETS OR CANT STRIPS (TYPICAL).
- 8. ALL ROOF PENETRATIONS TO BE FIELD VERIFIED BETWEEN TRADES PRIOR TO INSTALLATION TO AVOID CONFLICTS.
- 9. "DREW COAT" WATERPROOF DECKING MEMBRANE OVER O.S.B. FLOOR SHEATHING PROVIDE "DREW COAT" WATERPROOF DECKING MEMBRANE OVER THIS AREA ON EQUAL.
- 10. PROVIDE "BITHUTHENE 300" WATERPROOF MEMBRANE AT ALL HORIZ. APPLICATIONS OF FIREPLACE. STACK LAP OVER SIDES MIN 9" ALL LINER O.D. GAL. 0.1 CAP-W MIN 7" LAP OVER SIDES. WELD ALL BREAKS IN PAN AND SLOPE TO DRAIN.
- 11. QUANTITIES, SHAPES, SIZES, CONFIGURATIONS, ETC. OF ALL TRUSSES, HP SETS, GABLE ENDS, BLOCKING AND ALL OTHER ROOF SYSTEM COMPONENTS ARE ASSUMED TO BE SUPPLIED IN THE "TRUSS PACKAGE" BY THE TRUSS MANUFACTURER.
- 12. INSTALLATION OF THE TRUSS SYSTEM ON SITE FILLS "CUT AND STACK" FRAMING AND ALL OVER FRAMING TO BE THE RESPONSIBILITY OF THE FRAMING CONTRACTOR OR AS SPECIFIED BY THE ENGINEER OF RECORD OR THE GENERAL CONTRACTOR.
- 13. ON SITE VERIFICATION OF ALL CONDITIONS REQUIRED OF THE TRUSS SUPPLIER OR CONTRACTOR PRIOR TO MANUFACTURING OF ANY TRUSSES OR COMPONENTS. THIS IS TO ENSURE PROPER SIZES AND QUANTITIES.
- 14. TRUSS SUPPLIER TO ENSURE THAT ALL TRUSSES CONFORM TO ANY AND ALL SPECIFICATIONS OF THE ENGINEER OF RECORD PERTAINING TO DRAG TRUSSES, SHEAR TRUSSES, ETC.
- 15. TRUSS SUPPLIER TO ENSURE THAT ALL TRUSSES CONFORM TO ANY AND ALL SPECIFICATIONS REGARDING THE ACCOMMODATION OF THE INSTALLATION OF THE HEATING VENTILATION AND AIR CONDITIONING (HVAC) SYSTEM AND ITS COMPONENTS.
- 16. ROOF TRUSS SYSTEM TO BE INSTALLED PER MANUFACTURERS SPECIFICATIONS USING ALL APPROPRIATE BRACING PERMANENT AND TEMPORARY.
- 17. FRAMING CONTRACTOR OR TO USE SIMPSON HURRICANE CLIPS 2.5 OR BETTER AT THE END OF ALL TRUSSES OR AS SPECIFIED BY THE ENGINEER OF RECORD OR TRUSS SUPPLIER.
- 18. ANY CHANGES IN THE ROOF SYSTEM (E. SIZE, SHAPE, ETC.) TO BE REPORTED IN WRITING TO THE DESIGN PROFESSIONAL.
- 19. WHERE EAVE VENTING OCCURS, FIRE BLOCK BELOW FASCIA @ STUD WALL AND LAY EVERY THIRD VENT BLOCK VERTICAL.
- 20. MINIMUM VERTICAL SEPARATION BETWEEN HIGH AND LOW VENTS IS 3'-0" (MIN).
- 21. HIGH VENTS SHALL BE NO CLOSER THAN 1'-0" TO THE RIDGE AND LOW TILE VENTS SHALL BE NO CLOSER THAN 3'-0" TO THE EAVE.

ROOF VENTILATION DESIGN

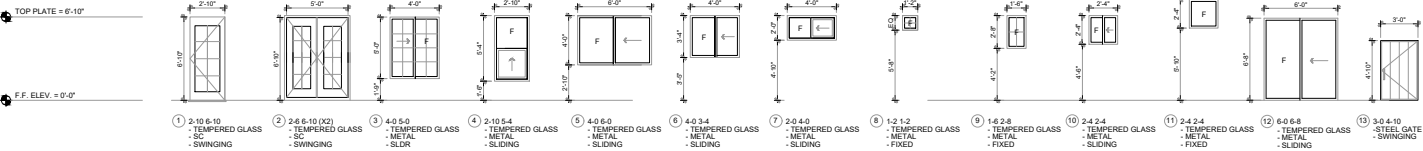
BASIS FOR DESIGN:
ROOF TO BE UNVENTED AS ALLOWED PER IRC 308.5 WITH ALL CONDITIONS MET AND/OR EXCEEDED. REFER TO DETAIL F ABOVE.



ROOF PLAN "A"

EXTERIOR DOOR AND WINDOW SCHEDULE

- 1. PROVIDE SAFETY GLAZING IN THE FOLLOWING LOCATIONS: SECTION 308.4.1 TO R308.4.7. IRC.
- A) SLIDING OR SWINGING DOORS EXCEPT JALOUSIES.
- B) TUB AND OR SHOWER ENCLOSURE AND GLAZING IN THE WALLS LESS THAN 60" ABOVE THE STANDING SURFACES OF TUBS OR SHOWERS.
- C) GLAZING IN FIXED AND SLIDING PANELS OF SLIDING DOOR ASSEMBLIES AND PANELS IN SLIDING AND BI-FOLD CLOSET DOOR ASSEMBLIES.
- D) GLAZING IN DOORS AND ENCLOSURES FOR HOT TUBS, WHIRLPOOLS, SAUNAS, STEAM ROOMS, BATHTUBS AND SHOWERS. GLAZING IN ANY PART OF A BUILDING WALL ENCLOSING THESE COMPARTMENTS WHERE THE BOTTOM EXPOSED EDGE OF THE GLAZING IS NO CLOSER THAN 60 INCHES MEASURED HORIZONTALLY AND VERTICALLY AND IN STRAIGHT LINE, FROM THE WATER EDGE AT ANY STANDING OR WALKING SURFACE.
- (1) CONT.
- E) GLAZING IN AN INDIVIDUAL FIXED OR OPERABLE PANEL ADJACENT TO A DOOR WHERE THE NEAREST VERTICAL EDGE OF THE GLAZING IS WITHIN A 24 INCHES ARC OF BOTH VERTICAL EDGE OF THE DOOR IN A CLOSE POSITION AND WHOSE BOTTOM EDGE IS LESS THAN 60 INCHES ABOVE THE FLOOR OR WALKING SURFACE.
- F) GLAZING ADJACENT TO STAIRWAYS, LANDINGS AND RAMPS WITHIN 36 INCHES HORIZONTALLY OF A WALKING SURFACE WHEN THE EXPOSED SURFACE OF THE GLASS IS LESS THAN 60 INCHES ABOVE THE NOSE OF THE ADJACENT WALKING SURFACE.
- G) GLAZING WITHIN 18" OF THE ROOF, INDIVIDUAL PANEL GREATER THAN 9 SQUARE FEET. H) ALL GLAZING IN RAILINGS REGARDLESS OF AN AREA OR HEIGHT ABOVE A WALKING SURFACE. INCLUDED ARE STRUCTURAL BALUSTERS PANELS AND NON-STRUCTURAL IN FILL PANELS.
- 2. WINDOWS IN ALL SLEEPING AREAS SHALL MEET EGRS REQUIRED AS SET FORTH IN THE ADOPTED IRC AND ALL CGRS.
- 3. ALL GLAZING TO BE INSTALLED IN COMPLIANCE AND AS SPECIFIED WITH THE APPROVED IECC REPORT AS SUBMITTED AND APPROVED WITH THIS THESE CONSTRUCTION DOCUMENTS AND PERMIT.
- 4. ALL GLAZING TO BE INSTALLED PER MANUFACTURER SPECIFICATIONS THE GENERAL CONTRACTOR IN CONCERT WITH THE SUPPLIER TO SUPPLY ALL CUT SHEETS AND ROUGH OPENING SIZES TO THE FRAMING CONTRACTOR PRIOR TO COMMENCEMENT OF ALL WORK TO BE PERFORMED.



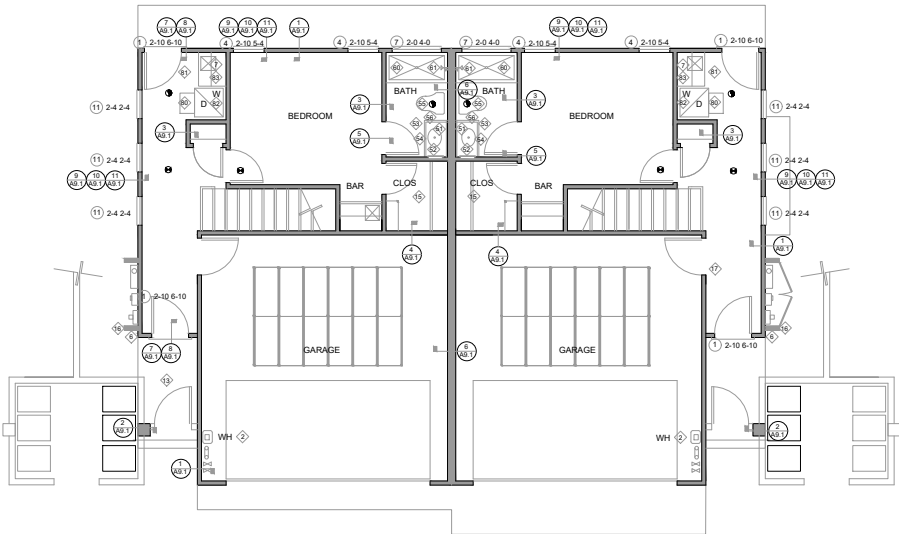
DATE: 4/28/21
ADDRESS: TBD
OXNARD, CA

ROOF PLAN "A"
PORTOFINO PL. & FIFTH STREET, OXNARD CA

SHEET NUMBER
A 4.3

GENERAL FRAMING NOTES

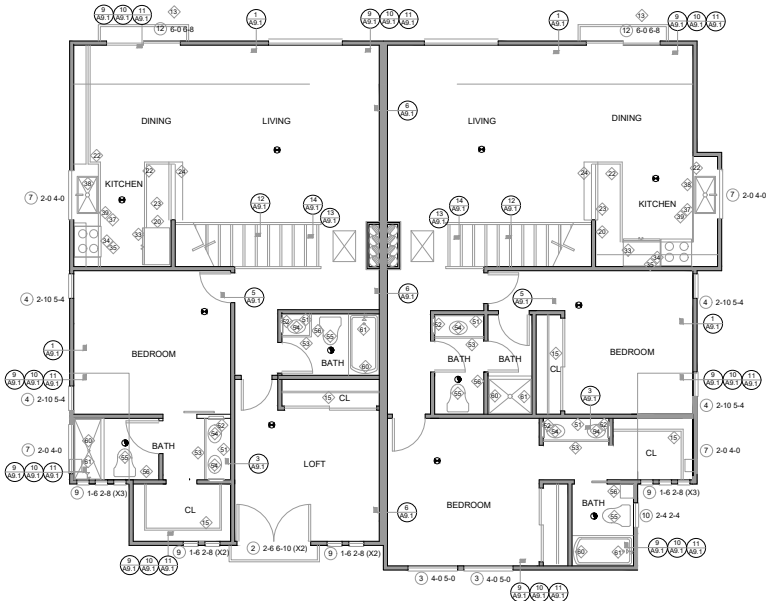
- 1. ALL WOOD SHALL BE AT 1% OR LESS MOISTURE CONTENT PRIOR TO COVERING
- 2. ALL WOOD IN CONTACT WITH OR CONCRETE SHALL BE RWD OR PRESSURE TREATED INSTALLED BELOW 60" FROM FINISHED GRADE
- 3. ALL WOOD EXPOSED TO WEATHER SHALL BE PRESSURE TREATED OR WOOD OF NATURAL RESISTANCE TO DECAY SUCH AS REDWOOD OR CEDAR
- 4. PRESSURE TREATED WOOD SHALL NOT CONTAIN EITHER CHROMIUM OR ARSENIC
- 5. EACH PIECE OF WOOD FRAMING SHALL BEAR THE GRADE OF THE WOOD SPECIES AND TRADEMARK OF THE GRADING AGENCY UNDER WHOSE RULES THE MEMBER GRADUATED
- 6. EACH PIECE OF SHEATHING (OSB OR PLYWOOD) SHALL BEAR THE GRADE OF THE SHEET IN ACCORDANCE WITH THE APA GRADING RULES
- 7. ALL WOOD CONNECTORS (NAILS, SCREWS, HOLD-DOWNS, STRAPS, ANCHOR BOLTS, ETC.) USED TO CONNECT PRESSURE TREATED WOOD SHALL BE CORROSION RESISTANT GALVANIZED OR STAINLESS STEEL FASTENERS
- 8. ALL WOOD CONNECTORS (NAILS, SCREWS, HOLD-DOWNS, STRAPS, ANCHOR BOLTS, ETC.) USED TO CONNECT PRESSURE TREATED WOOD SHALL BE CORROSION RESISTANT GALVANIZED OR STAINLESS STEEL FASTENERS
- 9. ALL FASTENERS (NAILS, SCREWS, HOLD-DOWNS, STRAPS, ANCHOR BOLTS, ETC.) USED TO CONNECT PRESSURE TREATED WOOD SHALL BE CORROSION RESISTANT GALVANIZED OR STAINLESS STEEL FASTENERS
- 10. ADHESIVES OR EPOXY ANCHORS SHALL BE INSTALLED PER THE MFG INSTRUCTIONS AND RECOMMENDATIONS INCLUDING, BUT NOT LIMITED TO, INSTRUCTIONS FOR THE
- 11. FRAMING (SUB) CONTRACTOR IS RESPONSIBLE TO PROTECT ALL FINISHED CONCRETE AREAS FROM DAMAGE WITH MIN 1/2" CYPSUM OR EQUAL INSTALLED HORIZONTAL OVER THOSE AREAS THAT IS DEEMED TO BE A FINISHED OR EXPOSED AREA
- 12. WHEN POSSIBLE NO PINS, SHOTS, TEMPORARY NAILS TO BE EMBEDDED INTO CONCRETE SURFACE
- 13. USE NOTED DIMENSIONS RATHER THAN SCALED DIMENSIONS
- 14. IF DIMENSION DISCREPANCIES ARISE CONTACT THE DESIGNER OF RECORD IMMEDIATELY FOR CLARIFICATION
- 15. DIMENSIONS NOTED ARE FACE OF STUD EXTERIOR, FINISHED (AFTER 5/8" SHEET ROCK) INTERIOR



FIRST FLOOR PLAN "C"

UNIT A
FF LIVING: 419 SF
GARAGE : 426 SF
TOTAL: 845 SF

UNIT B
FF LIVING: 419 SF
GARAGE : 426 SF
TOTAL: 845 SF



UPPER FLOOR PLAN "C"

UNIT A
FF LIVING: 419 SF
SF LIVING: 1023 SF
TOTAL: 1442 SF

UNIT B
FF LIVING: 419 SF
SF LIVING: 1079 SF
TOTAL: 1498 SF

FLOOR PLAN KEY NOTES

GENERAL NOTES

- 1. GAS FIRED ON DEMAND WATER HEATER, 80T15-240N A.O. SMITH SIGNATURE PREMIRE 6 GPM 150,000 BTU NATURAL GAS OR AS SPECIFIED BY THE MECHANICAL ENGINEER
- 2. SUPPLIER TO FURNISH AND MAKE AVAILABLE FOR ALL INSPECTIONS INSTALLATION SPECIFICATIONS AND OPERATOR/OWNER MANUALS
- 3. TANKLESS WATER HEATER
- 4. F.A.U. SEE MECH FOR DETAILS
- 5. ELECTRICAL MAIN PANEL SEE ELEC LOAD CALC.
- 6. NOT IN USE
- 7. PROVIDE HOSE-BIBB WIRECESSES BRADLEY 7910 HOSE BOX OR EQUAL PER M1902.4.1. INSTALL DRYER MOISTURE EXHAUST DUCT SYSTEM (MIN 1/4" IN LENGTH INCLUDING 2" MIN. 90 DEGREE ELBOWS. REFER TO ME DRYER VENT PRESSURE DROP CALCULATION FOR COMPLIANCE.
- 8. WHERE 8 IS SHOWN, PROVIDE SMOKE/CO CARBON DETECTORS. INSTALL NIKO SMOKE/CO DUEL DETECTOR KNCOSMBA OR EQUAL LOCATIONS:
1. IN EACH SLEEPING ROOM
2. OUTSIDE EACH SLEEPING ROOM IN THE IMMEDIATE VICINITY OF THE BEDROOMS
3. ON EACH ADDITIONAL FLOOR OF THE DWELLING.
WHEN ONE OR MORE DETECTOR IS TO BE INSTALLED ALL ARE TO BE WIRELESS IN A MANNER THAT IF THE ACTIVATION OF ONE ALARM WILL ACTIVATE ALL ALARMS. THE ALARM SHALL BE CLEARLY VISIBLE IN ALL BDR'S OVER BACKGROUND NOISE WITH ALL DOORS CLOSED PER IRC, SECTION 913.314.3
- 9. THERE SHALL BE A FLOOR OR LANDING AT THE TOP AND BOTTOM OF EACH STAIRWAY. ALL LANDINGS SHALL COMPLY WITH THE IRC CODE AND ANY ADOPTED LOCAL AMENDMENTS.
- 10. ALL STAIRWAYS SHALL COMPLY WITH THE CURRENT IRC CODE AND ANY ADOPTED LOCAL AMENDMENTS.
- 11. TYPICAL CONCRETE LANDING AT EXTERIOR DOOR SHALL NOT NOT BE MORE THAN 1" BELOW THE TOP OF THE THRESHOLD. PROVIDED THE DOOR DOES NOT SWING OVER THE LANDING. MIN WIDTH OF LANDING SHALL NOT BE LESS THAN THE WIDTH OF THE EXTERIOR DOOR. LANDING SHALL BE WITH 30" IN DIRECTION OF TRAVEL LINE OF THE FLOOR ABOVE/LANDING.
- 12. WHERE 18 IS SHOWN PROVIDE 100CFM INTERMITTENT EXHAUST FAN.
- 13. SLOPE SUBDECK 1/4" PER 1'-0" AWAY FROM STRUCTURE.
- 14. NOT IN USE
- 15. CLOSET BUILT-INS. SEE GC/OWNER FOR LAYOUT, MATERIAL AND FINISH.
- 16. DECORATIVE SHROUD
- 17. ELECTRICAL PANEL TO BE FED BY SOLAR SOLUTION

KITCHEN AND BAR

- 1. WALL MOUNTED UPPER CABINETS. SEE GC/OWNER FOR EXACT LAYOUT, MFG, MODEL, AND COLOR
- 2. NOT IN USE
- 3. 36" BASE CABINETS. SEE GC/OWNER FOR EXACT LAYOUT, MFG, MODEL, AND COLOR
- 4. COUNTER TOP @ 36" A.F.F. SEE BUILDER/OWNER FOR EXACT STYLE, MATERIAL, AND COLOR
- 5. COUNTER TOP 18" WIDE @ 44" A.F.F. OVER 6" IRONY WALL. SEE BUILDER/OWNER FOR EXACT STYLE, MATERIAL, AND COLOR
- 6. COUNTER TOP AT 30" A.F.F. W/ KNEE SPACE (WHERE OCCURS)
- 7. REFRIGERATOR SPACE. SEE GC/OWNER FOR EXACT DIMENSIONS
- 8. RANGE/OVEN COMBO. SEE BUILDER/OWNER FOR EXACT MAKE AND MODEL
- 9. DIRECT VENT RANGE HOOD/MICROWAVE COMBO. SEE MECHANICAL PLANS FOR SPEED. INSTALL PER MPR SPECS. SPECIFIED BY BUILDER/KITCHEN DESIGNER
- 10. NOT IN USE
- 11. GARBAGE DISPOSAL AT SINK SPECIFIED BY BUILDER/KITCHEN DESIGNER
- 12. DISHWASHER SPECIFIED BY BUILDER/KITCHEN DESIGNER
- 13. SINK SIZE, MATERIAL, SPECIFIED BY BUILDER/KITCHEN DESIGNER

BATHROOM

- 1. TYPICAL MIRROR. SEE GC/OWNER FOR EXACT DIMENSIONS.
- 2. TYPICAL RECESSED MEDICINE CABINET. SEE GC/OWNER FOR EXACT TYPE AND MODEL.
- 3. 36" HIGH CAB. SEE GC/OWNER AGENT FOR SPECS.
- 4. SINK. SEE BUILDER/OWNER FOR EXACT TYPE AND MODEL.
- 5. TOLLET. SEE GC/OWNER AGENT FOR EXACT TYPE AND MODEL.
- 6. PAPER HLDG. SEE BUILDER/OWNER AGENT FOR EXACT TYPE AND MODEL.
- 7. SHOWER TUB COMBO. SEE GC/OWNER FOR EXACT MAKE AND MODEL.
- 8. WALL MOUNTED SHOWER HEAD AT 72" A.F.F.

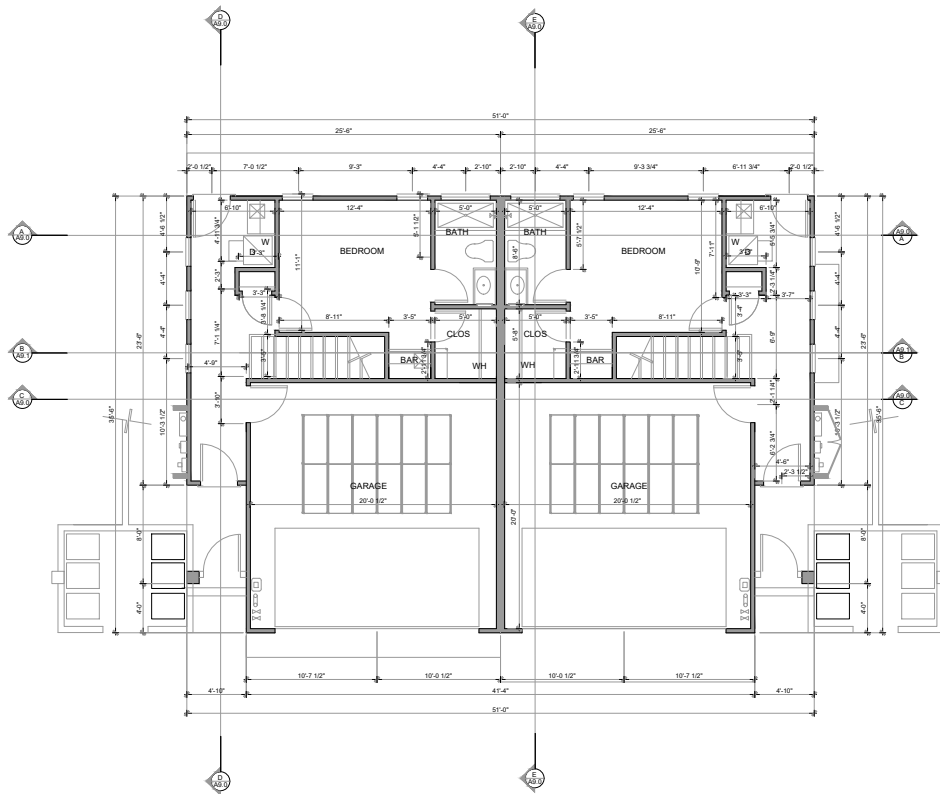
LAUNDRY ROOM

- 1. WASHER. SEE GC/OWNER FOR EXACT MAKE AND MODEL.
- 2. DRYER. SEE GC/OWNER FOR EXACT MAKE AND MODEL.
- 3. RECESSED WATER VALVE BOX
- 4. INSTALL DRYER BOX MODEL # BD480 OR EQUAL WITH OWNER APPROVAL

DATE: 4/28/21
ADDRESS: TBD
OXNARD, CA

FLOORPLAN "C"
PORTOFINO PL. & FIFTH STREET, OXNARD CA

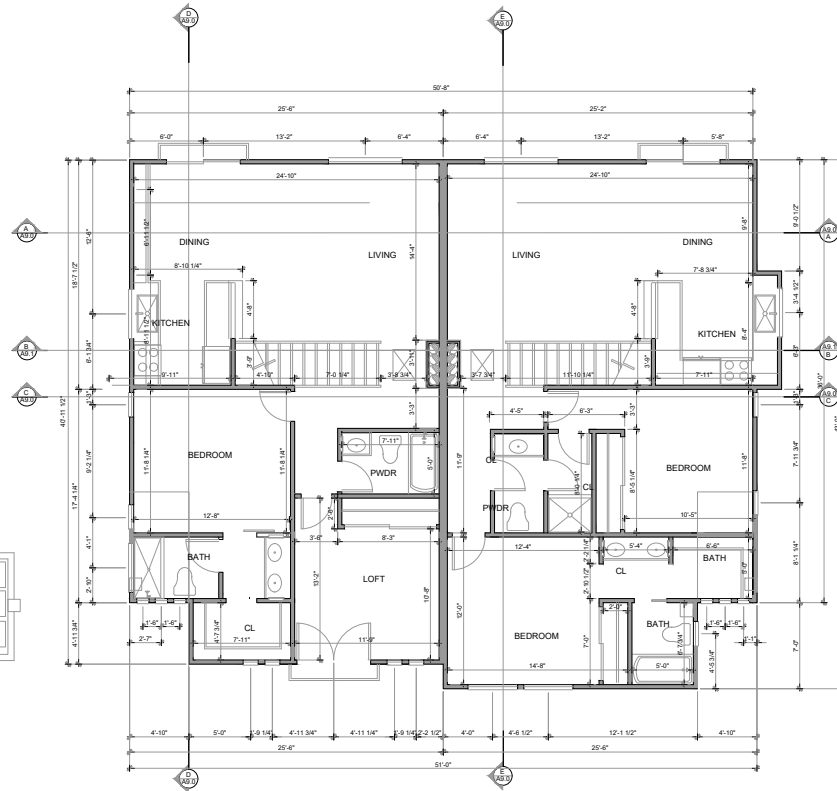
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FIRST FLOOR PLAN "C"

UNIT A
FF LIVING: 419 SF
GARAGE: 426 SF
TOTAL: 845 SF

UNIT B
FF LIVING: 419 SF
GARAGE: 426 SF
TOTAL: 845 SF



UPPER FLOOR PLAN "C"

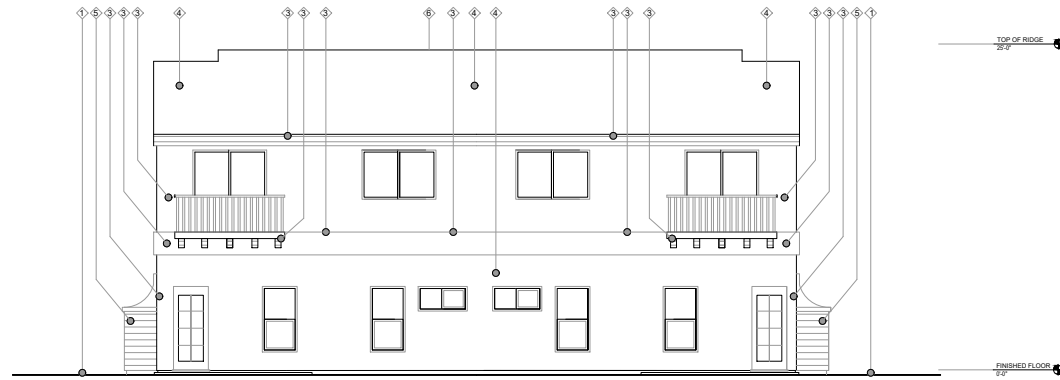
UNIT A
FF LIVING: 419 SF
SF LIVING: 1023 SF
TOTAL: 1442 SF

UNIT B
FF LIVING: 419 SF
SF LIVING: 1079 SF
TOTAL: 1498 SF

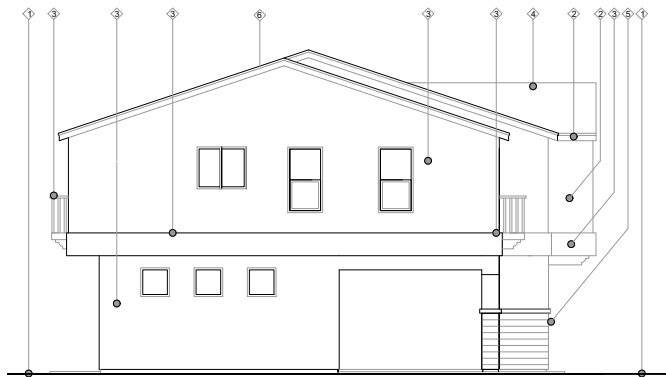
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DIM FLOOR PLAN "C"
PORTOFINO PL. & FIFTH STREET, OXNARD CA

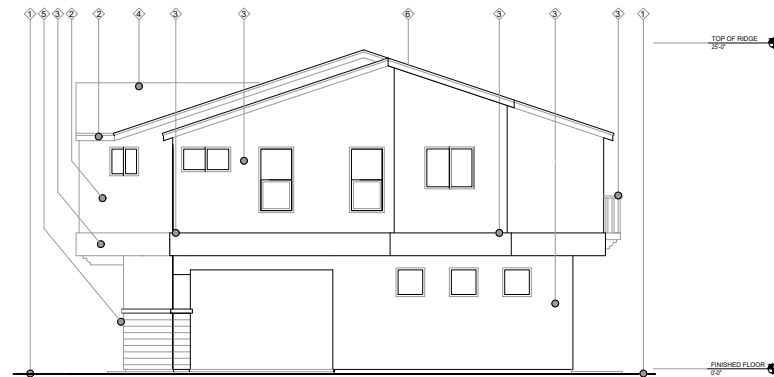
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REAR ELEVATION "C"



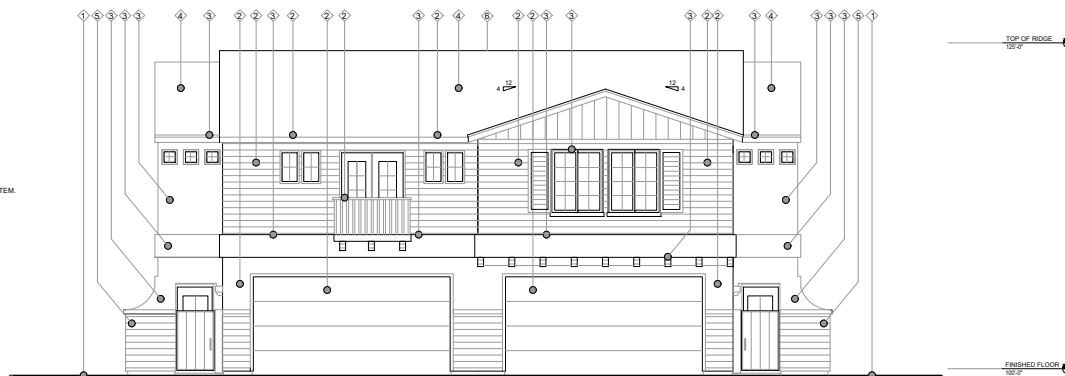
LEFT SIDE ELEVATION "C"



RIGHT SIDE ELEVATION "C"

KEYNOTES

- ① FINISHED GRADE
TYP. SLAB ON FINISHED GRADE CONSTRUCTION
 - ② FASCIA, ACCENT COLOR AS SPECIFIED
 - ③ BODY COLOR AS SPECIFIED
TYPICAL EXTERIOR WALL CONSTRUCTION: SAND FINISH STUCCO
OVER EXISTING 1/2" SHEET ROCK, FOAM INSULATION
AND A TYPICAL FRAMED WALL, AS SPECIFIED BY ENGINEER.
SEE DETAIL, THROUGH 4 ON A1.2
 - ④ ASPHALT ROOF ROOFING, COLOR AS SPECIFIED
OVER 3/8" FELT PAPER, ROOF SHEATHING, AND PRE-ENGINEERED TRUSS SYSTEM.
SEE DETAIL, TO ON A1.2
 - ⑤ PORCELAIN TILE AS SPECIFIED
 - ⑥ SOLAR LOCATED ON ROOF
- NOTE: ALL WINDOW AND DOORS TO BE WHITE VINYL
NOT LABELED FOR CLARITY
- NOTE: FOR COLOR SPECIFICATIONS AND SCEDULE
REFER TO SHEET A 1.2 FOR COLOR PALETTE



STREET ELEVATION "C"

DATE: 4/28/21
ADDRESS: TBD
OXNARD, CA

ELEVATIONS "C"
PORTOFINO PL. & FIFTH STREET, OXNARD CA

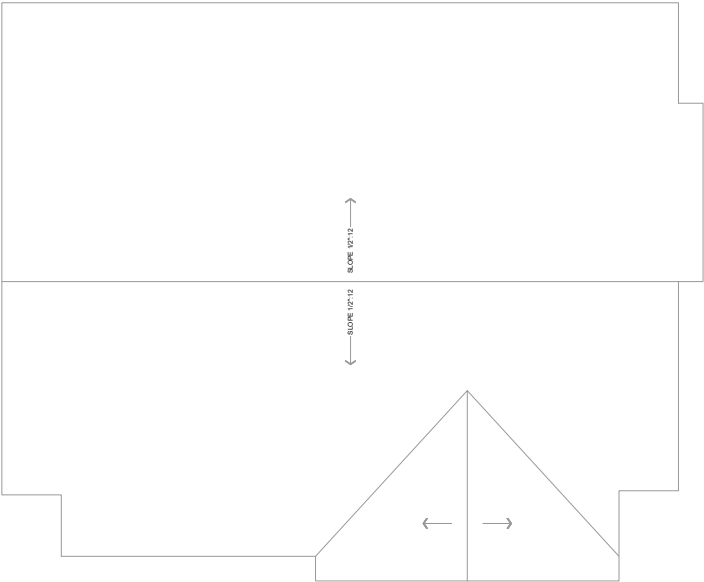
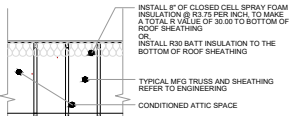
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ROOF FRAMING (TRUSS) NOTES

- 1. DASHED LINES DENOTE WALLS BELOW THE ROOF FRAMING.
- 2. SEE STRUCT. GENERAL NOTES FOR ROOF SHEATHING.
- 3. PROVIDE ALL BLOCKING AND FIRE STOPS AS REQUIRED.
- 4. ROOF IS TO BE FLASHED AND COUNTER FLASHED AT WALLS, VALLEYS, PENETRATIONS, AND ALL APPROPRIATE AREAS.
- 5. ROOFING SUB CONTRACTOR TO PROVIDE ALL FLASHING THROUGHOUT AND PROVIDE INSTALLATION.
- 6. PROVIDE LEAD FLASHING AT PROTRUDING PIPES THROUGH ROOF AND AT CURVED WALL TO ROOF CONNECTIONS. PAINT FLASHING TO MATCH.
- 7. ALL ROOF PENETRATIONS TO BE A MINIMUM OF 1'-0" FROM EDGE OF ROOF CRICKETS OR CANT STRIPS.
- 8. ALL ROOF PENETRATIONS TO BE FIELD VERIFIED BETWEEN TRADES PRIOR TO INSTALLATION TO WORK COMPLETION.
- 9. "DREW-COAT" WATERPROOF DECKING MEMBRANE OVER D.S.B. FLOOR SHEATHING PROVIDE "DREW COAT" WATERPROOF DECKING MEMBRANE OVER THIS AREA ON EQUAL.
- 10. PROVIDE "BITUTHENE 3000" WATERPROOF MEMBRANE AT ALL HORIZ. APPLICATIONS OF FIREPLACE. STACK LAP OVER SIDES MIN 1" ALL UNDER 20 GAL. G.I. CAP 4" MIN 2" LAP OVER SIDES. WELD ALL BREAKS IN PAN AND SLOPE TO DRAIN.
- 11. QUANTITIES, SIZES, CONFIGURATIONS, ETC. OF ALL TRUSSES, HP SETS, GABLE ENDS, BLOCKING AND ALL OTHER ROOF SYSTEM COMPONENTS ARE ASSUMED TO BE SUPPLIED IN THE TRUSS PACKAGE BY THE TRUSS MANUFACTURER.
- 12. INSTALLATION OF THE TRUSS SYSTEM, ON SITE FILLS - "CUT AND STACK" FRAMING AND ALL OVER FRAMING TO BE THE RESPONSIBILITY OF THE FRAMING CONTRACTOR OR AS SPECIFIED BY THE ENGINEER OF RECORD OR THE GENERAL CONTRACTOR.
- 13. ON SITE VERIFICATION OF ALL CONDITIONS REQUIRED OF THE TRUSS SUPPLIER OR CONTRACTOR PRIOR TO MANUFACTURING OF ANY TRUSSES OR COMPONENTS, THIS IS TO ENSURE PROPER SIZES AND QUANTITIES.
- 14. TRUSS SUPPLIER TO ENSURE THAT ALL TRUSSES CONFORM TO ANY AND ALL SPECIFICATIONS OF THE ENGINEER OF RECORD PERTAINING TO DRAG TRUSSES, SHEAR TRUSSES, ETC.
- 15. TRUSS SUPPLIER TO ENSURE THAT ALL TRUSSES CONFORM TO ANY AND ALL SPECIFICATIONS REGARDING THE ACCOMMODATION OF THE INSTALLATION OF THE HEATING VENTILATION AND AIR CONDITIONING (HVAC) SYSTEM AND ITS COMPONENTS.
- 16. ROOF TRUSS SYSTEM TO BE INSTALLED PER MANUFACTURERS SPECIFICATIONS USING ALL APPROPRIATE BRACING PERMANENT AND TEMPORARY.
- 17. FRAMING CONTRACTOR TO USE SIMPSON HURRICANE CLIPS 2.5 OR BETTER AT THE END OF ALL TRUSSES OR AS SPECIFIED BY THE ENGINEER OF RECORD OR TRUSS SUPPLIER.
- 18. ANY CHANGES IN THE ROOF SYSTEM (E. SIZE, SHAPES, ETC. TO BE REPORTED IN WRITING TO THE DESIGN PROFESSIONAL IMMEDIATELY.
- 19. WHERE EVE VENTING OCCURS, FIRE BLOCK BELOW FASCIA @ STUD WALL AND LAY EVERY THIRD.
- 20. MINIMUM VERTICAL SEPARATION BETWEEN HIGH AND LOW VENTS IS 3'-0" (MIN.).
- 21. HIGH VENTS SHALL BE NO CLOSER THAN 1'-0" TO THE RIDGE AND LOW TILE VENTS SHALL BE NO CLOSER THAN 3'-0" TO THE EAVE.

ROOF VENTILATION DESIGN

BASIS FOR DESIGN:
ROOF TO BE UNVENTED AS ALLOWED PER IRC 806.5 WITH ALL CONDITIONS
MET AND/OR EXCEEDED. REFER TO DETAIL F ABOVE.



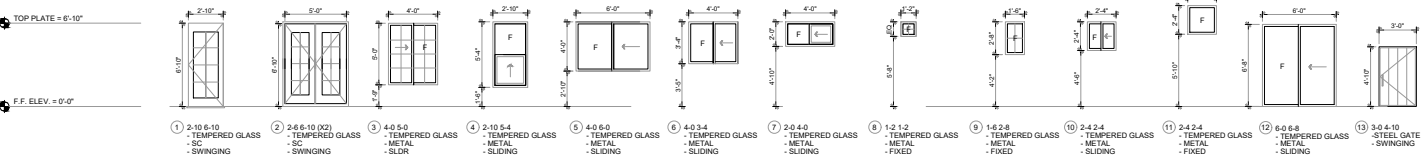
ROOF PLAN "C"

EXTERIOR DOOR AND WINDOW SCHEDULE

- 1. PROVIDE SAFETY GLAZING IN THE FOLLOWING LOCATIONS: SECTION 308.4.1 TO R308.4.7. IRC.
- A) SLIDING OR SWINGING DOORS EXCEPT Jalousies.
- B) TUB AND OR SHOWER ENCLOSURE AND GLAZING IN THE WALLS LESS THAN 60" ABOVE THE STANDING SURFACES OF TUBS OR SHOWERS.
- C) GLAZING IN FIXED AND SLIDING PANELS OF SLIDING DOOR ASSEMBLIES AND PANELS IN SLIDING AND BI-FOLD CLOSET DOOR ASSEMBLIES.
- D) GLAZING IN DOORS AND ENCLOSURES FOR HOT TUBS, WHIRLPOOLS, SAUNAS, STEAM ROOMS, BATHTUBS AND SHOWERS. GLAZING IN ANY PART OF A BUILDING WALL ENCLOSING THESE COMPARTMENTS WHERE THE BOTTOM EXPOSED EDGE OF THE GLAZING IS LESS THAN 60 INCHES MEASURED HORIZONTALLY AND VERTICALLY AND IN STRAIGHT LINE, FROM THE WATER EDGE AT ANY STANDING OR WALKING SURFACE.

- (1 CONT.)
- E) GLAZING IN AN INDIVIDUAL FIXED OR OPERABLE PANEL ADJACENT TO A DOOR WHERE THE NEAREST VERTICAL EDGE OF THE GLAZING IS WITHIN A 24 INCHES ARC OF BOTH VERTICAL EDGE OF THE DOOR IN A CLOSE POSITION AND WHOSE BOTTOM EDGE IS LESS THAN 60 INCHES ABOVE THE FLOOR OR WALKING SURFACE.
- F) GLAZING ADJACENT TO STAIRWAYS, LANDINGS AND RAMPS WITHIN 36 INCHES HORIZONTALLY OF A WALKING SURFACE WHEN THE EXPOSED SURFACE OF THE GLASS IS LESS THAN 60 INCHES ABOVE THE NOSE OF THE ADJACENT WALKING SURFACE.
- G) GLAZING WITHIN 18" OF THE FLOOR, INDIVIDUAL PANEL GREATER THAN 8 SQUARE FEET. H) ALL GLAZING IN RAILINGS REGARDLESS OF AN AREA OR HEIGHT ABOVE A WALKING SURFACE. INCLUDED ARE STRUCTURAL BALUSTERS PANELS AND NON-STRUCTURAL IN FILL PANELS.

- 2. WINDOWS IN ALL SLEEPING AREAS SHALL MEET EGRS REQUIRED AS SET FORTH IN THE ADOPTED IRC AND ALL CGAs
- 3. ALL GLAZING TO BE INSTALLED IN COMPLIANCE AND AS SPECIFIED WITH THE APPROVED IECC REPORT AS SUBMITTED AND APPROVED WITH THESE CONSTRUCTION DOCUMENTS AND PERMIT
- 4. ALL GLAZING TO BE INSTALLED PER MANUFACTURER SPECIFICATIONS THE GENERAL CONTRACTOR IN CONCERT WITH THE SUPPLIER TO SUPPLY ALL CUT SHEETS AND ROUGH OPENING SIZES TO THE FRAMING CONTRACTOR PRIOR TO COMMENCEMENT OF ALL WORK TO BE PERFORMED



DATE: 4/28/21
ADDRESS: TBD
OXNARD, CA

ROOF PLAN "C"
PORTOFINO PL. & FIFTH STREET, OXNARD CA

SHEET NUMBER
A5.3

[illegible]

UNIT A	
FF LIVING:	419 SF
GARAGE :	426 SF
<u>TOTAL:</u>	<u>845 SF</u>

UNIT B	
FF LIVING:	419 SF
GARAGE :	426 SF
<u>TOTAL:</u>	<u>845 SF</u>



UNIT A
FF LIVING: 419 SF
SF LIVING: 1040 SF
TOTAL: 1459 SF

UNIT B
FF LIVING: 419 SF
SF LIVING: 1062 SF
TOTAL: 1481 SF

[illegible]

WALL MOUNTED UPPER CABINETS. SEE GC/OWNER FOR EXACT LAYOUT, MFG. MODEL, AND COLOR.
NOT IN USE

30" BASE CABINETS. SEE GC/OWNER FOR EXACT LAYOUT, MFG. MODEL, AND COLOR.
COUNTER TOP 30" WIDE. SEE BUILDER/OWNER FOR EXACT STYLE, MATERIAL, AND COLOR.
COUNTER TOP 18" WIDE @ 44" AFF. F. OVER 8" PONY WALL. SEE BUILDER/OWNER FOR EXACT STYLE, MATERIAL, AND COLOR.
COUNTER TOP 20" @ 30" AFF. W. KNEE SPACE (WHERE OCCURS)

REFRIGERATOR SPACE. SEE GC/OWNER FOR EXACT DIMENSION

RANGE/OVEN COMBO. SEE BUILDER/OWNER FOR EXACT MAKE & DIRECT VENT RANGE HOOD/MICROWAVE COMBO. SEE MECHANICAL SPECS. INSTALL PER MFR SPECS. SPECIFIED BY BUILDER/KITCHEN NOT IN USE

GARBAGE DISPOSAL AT SINK SPECIFIED BY BUILDER/KITCHEN D

DISHWASHER SPECIFIED BY BUILDER/KITCHEN DESIGNER

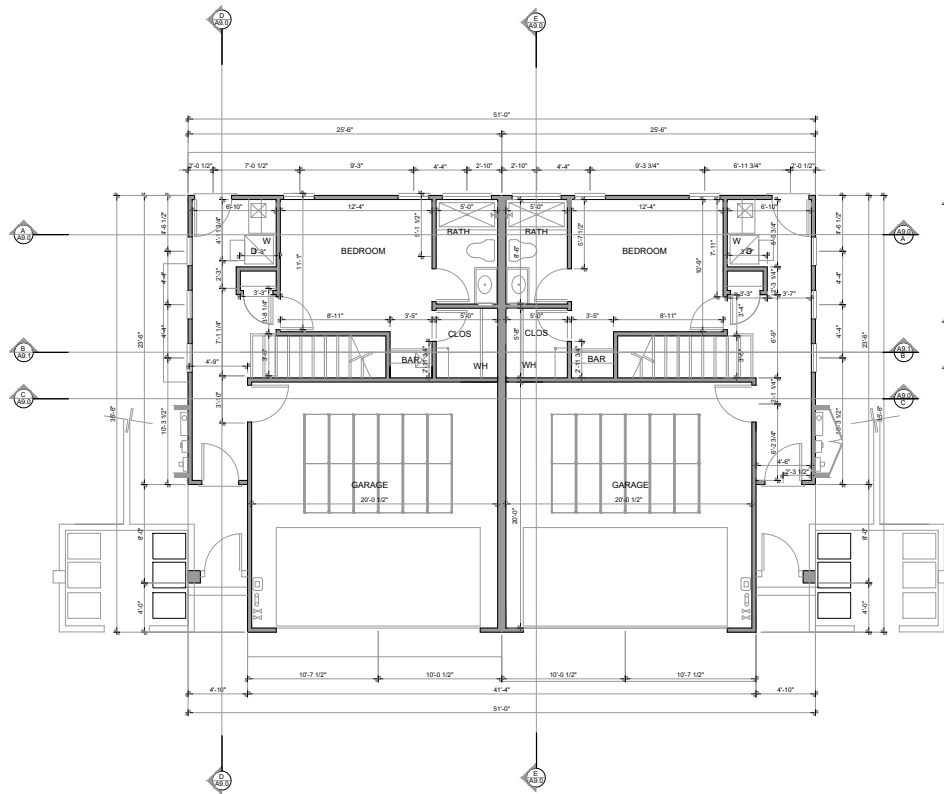
SINK SIZE, MATERIAL SPECIFIED BY BUILDER/KITCHEN DESIGNER

- ⑥ TYPICAL MIRROR. SEE GOWNOWER FOR EXACT DIMENSIONS.
- ⑦ TYPICALLY RECESSED MEDICAL CABINET. SEE GOWNOWER FOR EXACT TYPE AND MODEL.
- ⑧ 30" HIGH CAB. SEE GOWNOWER AGENT FOR SPECS.
- ⑨ SINK. SEE BUILDER/GOWNOWER FOR EXACT TYPE AND MODEL.
- ⑩ TOLER. SEE GOWNOWER AGENT FOR EXACT TYPE AND MODEL.
- ⑪ PAPER HLD. SEE BUILDER/GOWNOWER AGENT FOR EXACT TYPE AND MODEL.
- ⑫ SHOWER TB COMBO. SEE GOWNOWER FOR EXACT MAKE AND MODEL.
- ⑬ WALL MOUNTED SHOWER HEAD AT 72" A.F.F.

LAUNDRY ROOM

- ⑭ DRYER. SEE GOWNOWER FOR EXACT MAKE AND MODEL.
- ⑮ WASH. SEE GOWNOWER FOR EXACT MAKE AND MODEL.
- ⑯ RECESSED WATER VALVE BOX.
- ⑰ INSTALL DRYER BOX MODEL # B0480 OR EQUAL WITH OWNER APPROVAL.

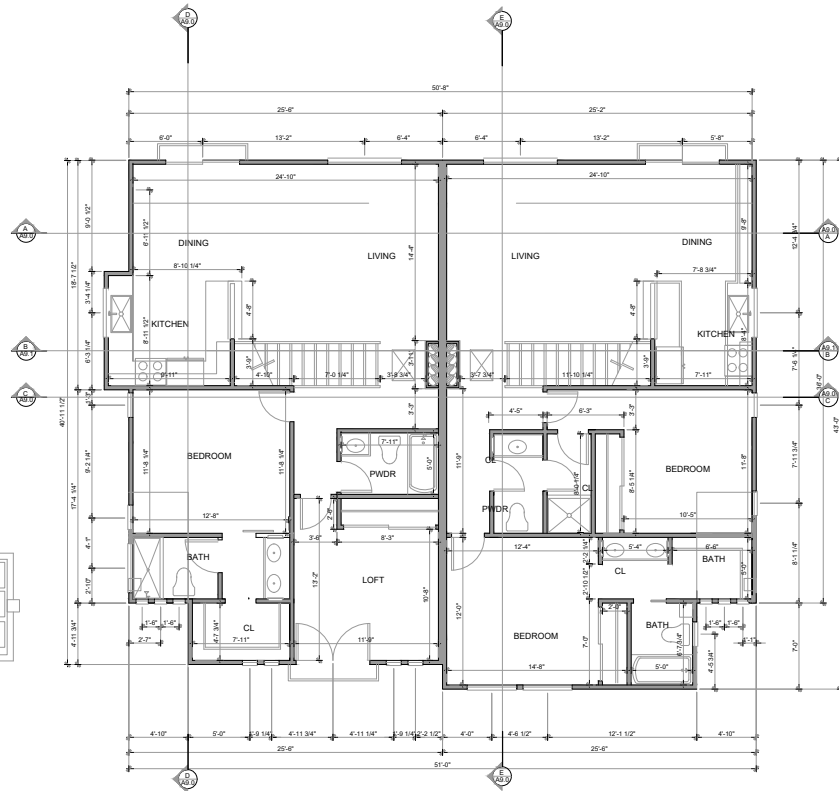
80 WASHER, SEE GC/OWNER FOR EXACT MAKE AND MODEL.
81 DRYER, SEE GC/OWNER FOR EXACT MAKE AND MODEL.



FIRST FLOOR PLAN "F"

UNIT A
FF LIVING: 419 SF
GARAGE: 428 SF
TOTAL: 845 SF

UNIT B
FF LIVING: 419 SF
GARAGE: 428 SF
TOTAL: 845 SF



UPPER FLOOR PLAN "F"

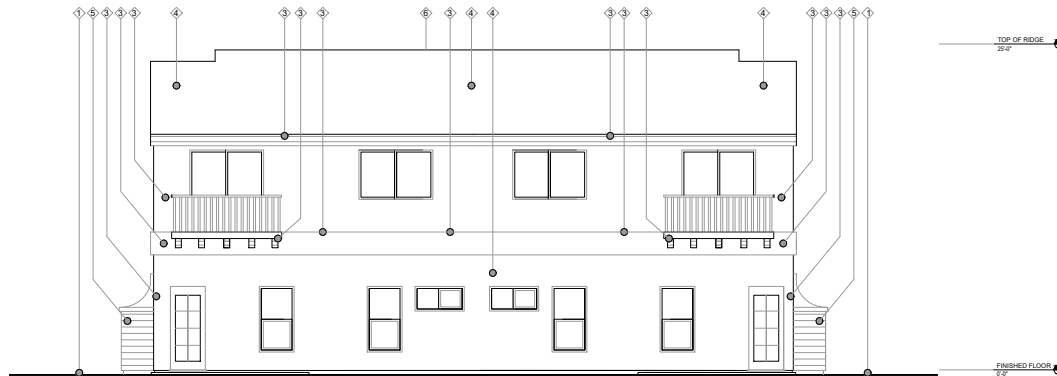
UNIT A
FF LIVING: 419 SF
SF LIVING: 1040 SF
TOTAL: 1459 SF

UNIT B
FF LIVING: 419 SF
SF LIVING: 1062 SF
TOTAL: 1481 SF

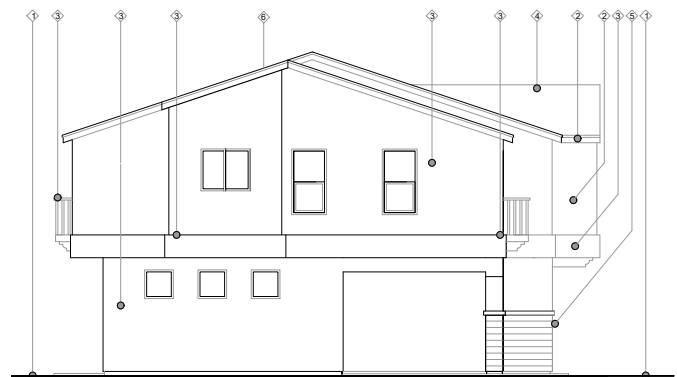
DATE: 4/28/21
ADDRESS: 4551 BD
OXNARD, CA

DIM FLOOR PLAN "F"
PORTOFINO PL. & FIFTH STREET, OXNARD CA

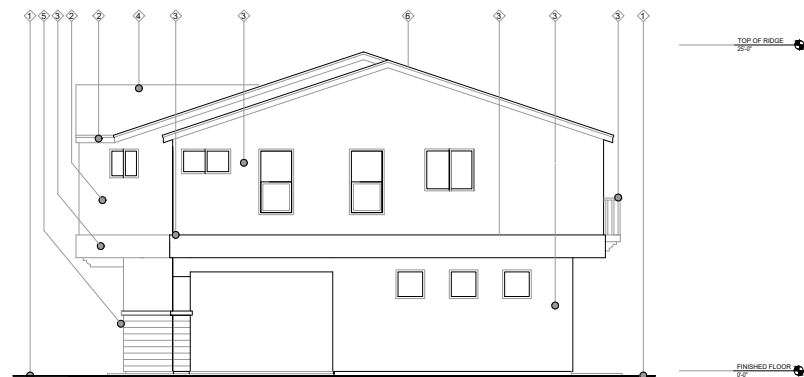
SHEET NUMBER
A 6.1



REAR ELEVATION "F"



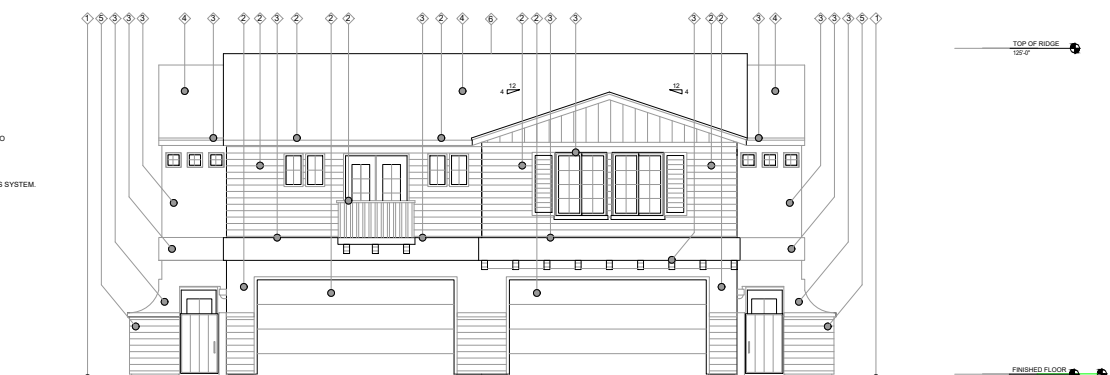
LEFT SIDE ELEVATION "F"



RIGHT SIDE ELEVATION "F"

KEYNOTES

- ① FINISHED GRADE
TYP. SLAB ON FINISHED GRADE CONSTRUCTION
 - ② FASCIA, ACCENT COLOR AS SPECIFIED
 - ③ BODY COLOR AS SPECIFIED
TYPICAL EXTERIOR WALL CONSTRUCTION: SAND FINISH STUCCO
OVER BREATHING, 1/2" SHEET ROCK, FIRM INSULATION,
AND A TYPICAL FRAMED WALL, AS SPECIFIED BY ENGINEER.
SEE DETAIL 1 THROUGH 4 ON A6.2
 - ④ ASPHALT ROOF ROOFING, COLOR AS SPECIFIED
OVER 1/2" FELT PAPER, ROOF SHEATHING, AND PRE MFG TRUSS SYSTEM.
SEE DETAIL 1 ON A6.2
 - ⑤ PORCELAIN TILE AS SPECIFIED
 - ⑥ SOLAR LOCATED ON ROOF
- NOTE: ALL WINDOW AND DOORS TO BE WHITE VINYL.
NOT LABELED FOR CLARITY
- NOTE: FOR COLOR SPECIFICATIONS AND SCHEDULE
REFER TO SHEET A 1.2 FOR COLOR PALETTE



STREET ELEVATION "F"

DATE: 4/28/21
ADDRESS: TBD
OXNARD, CA

ELEVATIONS "F"
PORTOFINO PL. & FIFTH STREET, OXNARD CA

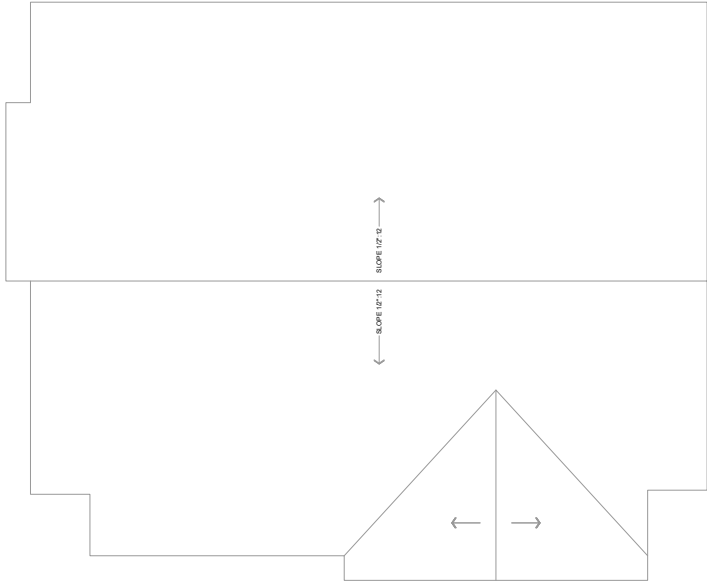
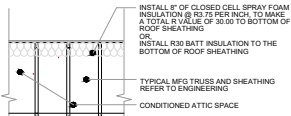
SHEET NUMBER
A6.2

ROOF FRAMING (TRUSS) NOTES

- 1. DASHED LINES DENOTE WALLS BELOW THE ROOF FRAMING.
- 2. SEE STRUCT. GENERAL NOTES FOR ROOF SHEATHING.
- 3. PROVIDE ALL BLOCKING AND FIRE STOPS AS REQUIRED.
- 4. ROOF IS TO BE FLASHED AND COUNTER FLASHED AT WALLS, VALLEYS, PENETRATIONS, AND ALL APPROPRIATE AREAS.
- 5. ROOFING SUB CONTRACTOR TO PROVIDE ALL FLASHING THROUGHOUT AND PROVIDE INSTALLATION.
- 6. PROVIDE LEAD FLASHING AT PROTRUDING PIPES THROUGH ROOF AND AT CURVED WALL TO ROOF CONNECTIONS. PAINT FLASHING TO MATCH.
- 7. ALL ROOF PENETRATIONS TO BE A MINIMUM OF 1" FROM EDGE OF ROOF CRICKETS OR CANT STRIPS TYPICALLY.
- 8. ALL ROOF PENETRATIONS TO BE FIELD VERIFIED BETWEEN TRADES PRIOR TO INSTALLATION TO AVOID CONFLICTS.
- 9. "DREW-COAT" WATERPROOF DECKING MEMBRANE OVER 0.5.8. FLOOR SHEATHING PROVIDE "DREW-COAT" WATERPROOF DECKING MEMBRANE OVER THIS AREA OR EQUAL.
- 10. PROVIDE "BITUTHENE 300F" WATERPROOF MEMBRANE AT ALL HORIZ. APPLICATIONS OF FIREPLACE, STAIR LAP OVER SIDES MIN 6" ALL UNDER 20 GAL. G.I. CAP W/ MIN 2" LAP OVER SIDES. WELD ALL BREAKS IN PAN AND SLOPE TO DRAIN.
- 11. QUANTITIES, SIZES, SIZES, CONFIGURATIONS, ETC. OF ALL TRUSSES, HP SETS, GABLE ENDS, BLOCKING AND ALL OTHER ROOF SYSTEM COMPONENTS ARE ASSUMED TO BE SUPPLIED IN THE TRUSS PACKAGE BY THE TRUSS MANUFACTURER.
- 12. INSTALLATION OF THE TRUSS SYSTEM ON SITE FILLS "CUT AND STACK" FRAMING AND ALL OVER FRAMING TO BE THE RESPONSIBILITY OF THE FRAMING CONTRACTOR OR AS SPECIFIED BY THE ENGINEER OF RECORD OR THE GENERAL CONTRACTOR.
- 13. ON SITE VERIFICATION OF ALL CONDITIONS REQUIRED OF THE TRUSS SUPPLIER OR CONTRACTOR PRIOR TO MANUFACTURING OF ANY TRUSSES OR COMPONENTS, THIS IS TO ENSURE PROPER SIZES AND QUANTITIES.
- 14. TRUSS SUPPLIER TO ENSURE THAT ALL TRUSSES CONFORM TO ANY AND ALL SPECIFICATIONS OF THE ENGINEER OF RECORD PERTAINING TO DRAG TRUSSES, SHEAR TRUSSES, ETC.
- 15. TRUSS SUPPLIER TO ENSURE THAT ALL TRUSSES CONFORM TO ANY AND ALL SPECIFICATIONS REGARDING THE ACCOMMODATION OF THE INSTALLATION OF THE HEATING VENTILATION AND AIR CONDITIONING (HVAC) SYSTEM AND ITS COMPONENTS.
- 16. ROOF TRUSS SYSTEM TO BE INSTALLED PER MANUFACTURERS SPECIFICATIONS USING ALL APPROPRIATE BRACING PERMANENT AND TEMPORARY.
- 17. FRAMING CONTRACTOR TO USE SHIMPOH HURRICANE CLIPS 2.5 OR BETTER AT THE END OF ALL TRUSSES OR AS SPECIFIED BY THE ENGINEER OF RECORD OR TRUSS SUPPLIER.
- 18. ANY CHANGES IN THE ROOF SYSTEM (E. SIZE, SHAPE, ETC.) TO BE REPORTED IN WRITING TO THE DESIGN PROFESSIONAL IMMEDIATELY.
- 19. WHERE EVE VENTING OCCURS, FIRE BLOCK BELOW FASCIA @ STUD WALL AND LAY EVERY THIRD.
- 20. MINIMUM VERTICAL SEPARATION BETWEEN HIGH AND LOW VENTS IS 3'-0" (MIN.).
- 21. HIGH VENTS SHALL BE NO CLOSER THAN 1'-0" TO THE RIDGE AND LOW TILE VENTS SHALL BE NO CLOSER THAN 3'-0" TO THE LEAVE.

ROOF VENTILATION DESIGN

BASIS FOR DESIGN:
ROOF TO BE INVENTED AS ALLOWED PER IRC R806.5 WITH ALL CONDITIONS MET AND/OR EXCEEDED. REFER TO DETAIL F ABOVE.



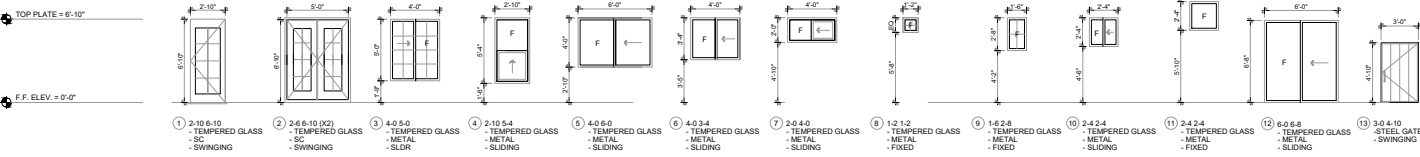
ROOF PLAN "F"

EXTERIOR DOOR AND WINDOW SCHEDULE

- 1. PROVIDE SAFETY GLAZING IN THE FOLLOWING LOCATIONS: SECTION 308.4.1 TO R308.4.7. IRC.
- A) SLIDING OR SWINGING DOORS EXCEPT JALOUSIES.
- B) TUB AND OR SHOWER ENCLOSURE AND GLAZING IN THE WALLS LESS THAN 6' ABOVE THE STANDING SURFACES OF TUBS OR SHOWERS.
- C) GLAZING IN FIXED AND SLIDING PANELS OF SLIDING DOOR ASSEMBLIES AND PANELS IN SLIDING AND BI-FOLD CLOSET DOOR ASSEMBLIES.
- D) GLAZING IN DOORS AND ENCLOSURES FOR HOT TUBS, WHIRLPOLS, SAUNAS, STEAM ROOMS, BATHTUBS AND SHOWERS, GLAZING IN ANY PART OF A BUILDING WALL ENCLOSING THESE COMPARTMENTS WHERE THE BOTTOM EXPOSED EDGE OF THE GLAZING IS LESS THAN 40 INCHES MEASURED HORIZONTALLY AND VERTICALLY AND IN STRAIGHT LINE, FROM THE WATER EDGE AT ANY STANDING OR WALKING SURFACE.

- (1 CONT.)
- E) GLAZING IN AN INDIVIDUAL FIXED OR OPERABLE PANEL ADJACENT TO A DOOR WHERE THE NEAREST VERTICAL EDGE OF THE GLAZING IS WITHIN A 24 INCHES ARC OF BOTH VERTICAL EDGE OF THE DOOR IN A CLOSE POSITION AND WHOSE BOTTOM EDGE IS LESS THAN 60 INCHES ABOVE THE FLOOR OR WALKING SURFACE.
- F) GLAZING ADJACENT TO STAIRWAYS, LANDINGS AND RAMPS WITHIN 36 INCHES HORIZONTALLY OF A WALKING SURFACE WHEN THE EXPOSED SURFACE OF THE GLASS IS LESS THAN 60 INCHES ABOVE THE NOSE OF THE ADJACENT WALKING SURFACE.
- G) GLAZING WITHIN 18" OF THE FLOOR, INDIVIDUAL PANEL GREATER THAN 9 SQUARE FEET. H) ALL GLAZING IN RAILINGS REGARDLESS OF AN AREA OR HEIGHT ABOVE A WALKING SURFACE. INCLUDED ARE STRUCTURAL BALUSTERS PANELS AND NON-STRUCTURAL IN FILL PANELS.

- 2. WINDOWS IN ALL SLEEPING AREAS SHALL MEET EGRS REQUIRED AS SET FORTH IN THE ADOPTED IRC AND ALL CGCS.
- 3. ALL GLAZING TO BE INSTALLED IN COMPLIANCE AND AS SPECIFIED WITH THE APPROVED IECC REPORT AS SUBMITTED AND APPROVED WITH THESE CONSTRUCTION DOCUMENTS AND PERMIT.
- 4. ALL GLAZING TO BE INSTALLED PER MANUFACTURER SPECIFICATIONS THE GENERAL CONTRACTOR IN CONCERT WITH THE SUPPLIER TO SUPPLY ALL CUT SHEETS AND ROUGH OPENING SIZES TO THE FRAMING CONTRACTOR PRIOR TO COMMENCEMENT OF ALL WORK TO BE PERFORMED.



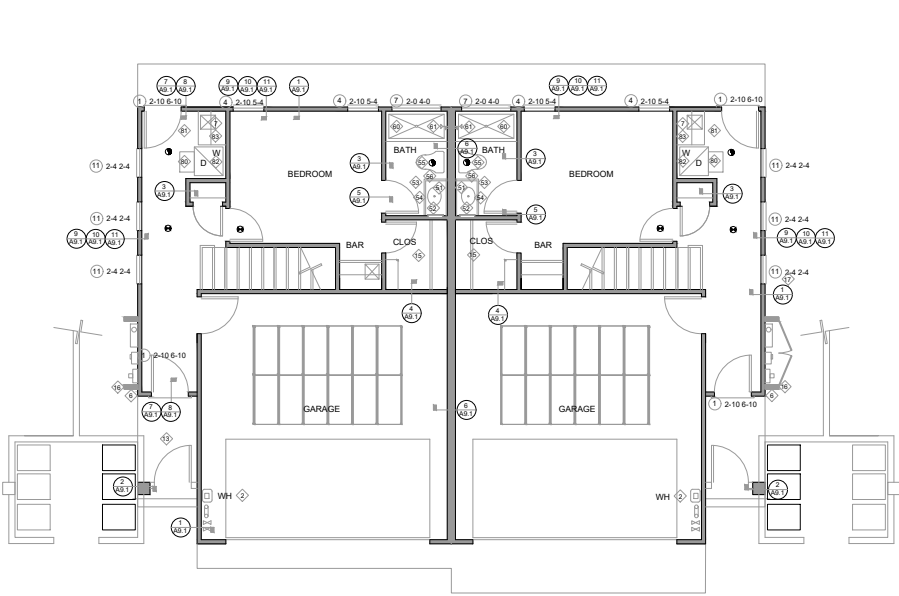
DATE: 4/28/21
ADDRESS: TBD
OXNARD, CA

ROOF PLAN "F"
PORTOFINO PL. & FIFTH STREET, OXNARD CA

SHEET NUMBER
A 6.3

GENERAL FRAMING NOTES

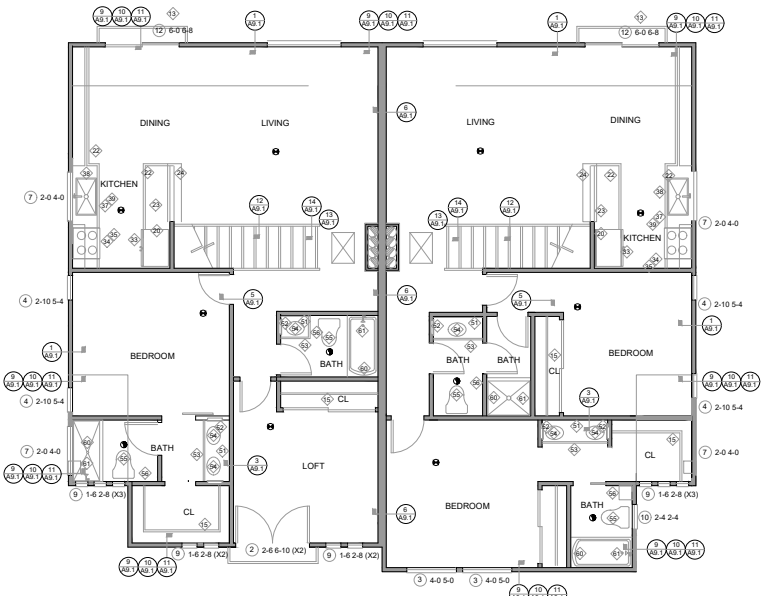
1. ALL WOOD SHALL BE AT 19% OR LESS MOISTURE CONTENT PRIOR TO COVERING
2. ALL WOOD IN CONTACT WITHIN OF CONCRETE SHALL BE RND OR PRESSURE TREATED
3. ALL WOOD EXPOSED TO WEATHER SHALL BE PRESURE TREATED OR WOOD OF NATURAL RESISTANCE TO DECAY SUCH AS REDWOOD OR CEDAR
4. PRESSURE TREATED WOOD SHALL NOT CONTAIN EITHER CHROMIUM OR ARSENIC
5. EACH PIECE OF WOOD FRAMING SHALL BEAR THE GRADE OF THE WOOD SPECIES AND TRADE MARK OF THE GRADING AGENCY UNDER WHOSE RULES THE MEMBER WAS GRADED
7. EACH PIECE OF SHEATHING (OSB OR PLYWOOD) SHALL BEAR THE GRADE OF THE SHEET IN ACCORDANCE WITH THE APA GRADING RULES
8. ALL WOOD CONNECTOR HOLES SHALL BE FILLED WITH NAILS PER THE MFG INSTRUCTIONS AND THE ENGINEER'S SPECIFICATIONS
9. ALL FASTENERS (NAILS, SCREWS, HOLD-DOWNS, STRAPS, ANCHOR BOLTS, ETC.) USED TO CONNECT PRESSURE TREATED WOOD SHALL BE CORROSION RESISTANT GALVANIZED OR STAINLESS STEEL FASTENERS
10. ADHESIVES OR EPOXY ANCHORS SHALL BE INSTALLED PER THE MFG INSTRUCTIONS AND RECOMMENDATIONS INCLUDING, BUT NOT LIMITED TO, INSTRUCTIONS FOR THE
11. FRAMING (SUB) CONTRACTOR IS RESPONSIBLE TO PROTECT ALL FINISHED CONCRETE AREAS FROM DAMAGE WITH MIN 1/2" CYPSUM OR EQUAL INSTALLED HORIZONTAL OVER THOSE AREAS THAT IS DEEMED TO BE A FINISHED OR EXPOSED AREA
12. WHEN POSSIBLE AND PINS, SHOTS, TEMPORARY NAILS TO BE EMBEDDED INTO CONCRETE SURFACE
13. USE NOTED DIMENSIONS RATHER THAN SCALED DIMENSIONS
14. IF DIMENSION DISCREPANCIES ARISE CONTACT THE DESIGNER OF RECORD IMMEDIATELY FOR CLARIFICATION
15. DIMENSIONS NOTED ARE FACE OF STUD EXTERIOR, FINISHED (AFTER 5/8" SHEET ROCK) INTERIOR



FIRST FLOOR PLAN "B"

UNIT A	
FF LIVING:	419 SF
FF GARAGE:	426 SF
TOTAL:	845 SF

UNIT B	
FF LIVING:	419 SF
FF GARAGE:	426 SF
TOTAL:	845 SF



UPPER FLOOR PLAN "B"

UNIT A	
FF LIVING:	419 SF
FF LIVING:	1023 SF
TOTAL:	1442 SF

UNIT B	
FF LIVING:	419 SF
FF LIVING:	1062 SF
TOTAL:	1481 SF

FLOOR PLAN KEY NOTES

GENERAL NOTES

1. GAS FIRED ON DEMAND WATER HEATER, RGT15-240N
2. A.D. SMITH SIGNATURE PRESSURE 1/2" PIPE 1/2" Btu NATURAL GAS OR AS SPECIFIED BY THE MECHANICAL ENGINEER
3. SUPPLIER TO FURNISH AND MAKE AVAILABLE FOR INSPECTIONS INSTALLATION SPECIFICATIONS AND OPERATOR OWNER MANUALS
4. TANKLESS WATER HEATER
5. F.A.U. SEE MECH FOR DETAILS
6. ELECTRICAL MAIN PANEL. SEE ELEC LOAD CALC.
7. NOT IN USE
8. PROVIDE HOSE-BIBB WIRECESSES BRADLEY 7910 HOSE BOX OR EQUAL PER M1902.4.1. INSTALL DRYER MOISTURE EXHAUST DUCT SYSTEM MAX 14' IN LENGTH INCLUDING (7) 90° DEGREE ELBOWS. REFER TO ME DRYER VENT PRESSURE DROP CALCULATION FOR COMPLIANCE
9. WIRESES 8 IS SHOWN. PROVIDE SMOKE & CARBON DETECTORS. INSTALL KIDS SMOKE/CO DUAL DETECTOR KNOCOSMA OR EQUAL LOCATIONS:
1. IN EACH SLEEPING ROOM
2. OUTSIDE EACH SLEEPING ROOM IN THE IMMEDIATE VICINITY OF THE BEDROOMS
3. ON EACH ADDITIONAL FLOOR OF THE DWELLING.
WHEN ONE OR MORE DETECTOR IS TO BE INSTALLED ALL ARE TO BE WIRED IN A MANNER THAT IF THE ACTUATION OF ONE ALARM WILL ACTIVATE ALL ALARMS. THE ALARMS SHALL BE CLEARLY AUDIBLE IN ALL BAY OVER BACKGROUND NOISE WITH ALL DOORS CLOSED PER IRC SECTION 913.314.3
10. THERE SHALL BE A FLOOR OR LANDING AT THE TOP AND BOTTOM OF EACH STAIRWAY. ALL LANDINGS SHALL COMPLY WITH THE IRC CODE AND ANY ADOPTED LOCAL AMENDMENTS
11. ALL STAIRWAYS SHALL COMPLY WITH THE CURRENT IRC CODE AND ANY ADOPTED LOCAL AMENDMENTS
12. TYPICAL CONCRETE LANDING AT EXTERIOR DOOR SHALL NOT BE MORE THAN 1/2" BELOW THE TOP OF THE THRESHOLD. PROVIDE THE DOOR DOES NOT BIND ON THE EXISTING MIN WIDTH OF LANDINGS SHALL NOT BE LESS THAN THE WIDTH OF THE TRAVEL LINE OF THE FLOOR ABOVE/LANDINGS
13. WHERE 8 IS SHOWN PROVIDE SOCR INTERMITTENT EXHAUST FAN
14. SLOPE SLAB/DECK 1/4" PER 1'-2" AWAY FROM STRUCTURE
15. NOT IN USE
16. CLOSET BUILT-INS. SEE GC OWNER FOR LAYOUT, MATERIAL AND FINISH
17. DECORATIVE SHROUD
18. ELECTRICAL PANEL TO BE FED BY SOLAR SLOTTION

KITCHEN AND BAR

1. WALL MOUNTED UPPER CABINETS. SEE GC/OWNER FOR EXACT LAYOUT, MFG, MODEL AND COLOR
2. NOT IN USE
3. 36" BASE CABINETS SEE GC/OWNER FOR EXACT LAYOUT, MFG, MODEL AND COLOR
4. COUNTER TOP @ 36" A.F.F. SEE BUILDER/OWNER FOR EXACT STYLE, MATERIAL AND COLOR
5. COUNTER TOP @ 16" WIDE @ 44" A.F.F. OVER 6" PONY WALL. SEE BUILDER/OWNER FOR EXACT STYLE, MATERIAL AND COLOR
6. COUNTER TOP @ 30" A.F.F. W/ KNEE SPACE (WHERE OCCURS)
7. REFRIGERATOR SPACE. SEE GC/OWNER FOR EXACT DIMENSIONS
8. RANGE/OVEN COMBO. SEE BUILDER/OWNER FOR EXACT MAKE AND MODEL
9. DIRECT VENT RANGE HOOD/MICROWAVE COMBO. SEE MECHANICAL PLANS FOR SPECS. INSTALL PER MFR SPECS. SPECIFIED BY BUILDER/KITCHEN DESIGNER
10. NOT IN USE
11. GARBAGE DISPOSAL AT SINK SPECIFIED BY BUILDER/KITCHEN DESIGNER
12. DISHWASHER SPECIFIED BY BUILDER/KITCHEN DESIGNER
13. SINK SIZE, MATERIAL, SPECIFIED BY BUILDER/KITCHEN DESIGNER

BATHROOM

1. TYPICAL MIRROR. SEE GC/OWNER FOR EXACT DIMENSIONS.
2. TYPICAL RECESSED MEDICINE CABINET. SEE GC/OWNER FOR EXACT TYPE AND MODEL
3. 36" HIGH CAB. SEE GC OWNER AGENT FOR SPECS.
4. SINK. SEE BUILDER/OWNER FOR EXACT TYPE AND MODEL
5. TOILET. SEE GC/OWNER AGENT FOR EXACT TYPE AND MODEL
6. PAPER HLDR. SEE BUILDER/OWNER AGENT FOR EXACT TYPE AND MODEL
7. SHOWER TUB COMBO. SEE GC/OWNER FOR EXACT MAKE AND MODEL
8. REFRIGERATOR SPACE. SEE GC/OWNER FOR EXACT DIMENSIONS
9. RANGE/OVEN COMBO. SEE BUILDER/OWNER FOR EXACT MAKE AND MODEL
10. DIRECT VENT RANGE HOOD/MICROWAVE COMBO. SEE MECHANICAL PLANS FOR SPECS. INSTALL PER MFR SPECS. SPECIFIED BY BUILDER/KITCHEN DESIGNER
11. NOT IN USE
12. GARBAGE DISPOSAL AT SINK SPECIFIED BY BUILDER/KITCHEN DESIGNER
13. DISHWASHER SPECIFIED BY BUILDER/KITCHEN DESIGNER
14. SINK SIZE, MATERIAL, SPECIFIED BY BUILDER/KITCHEN DESIGNER

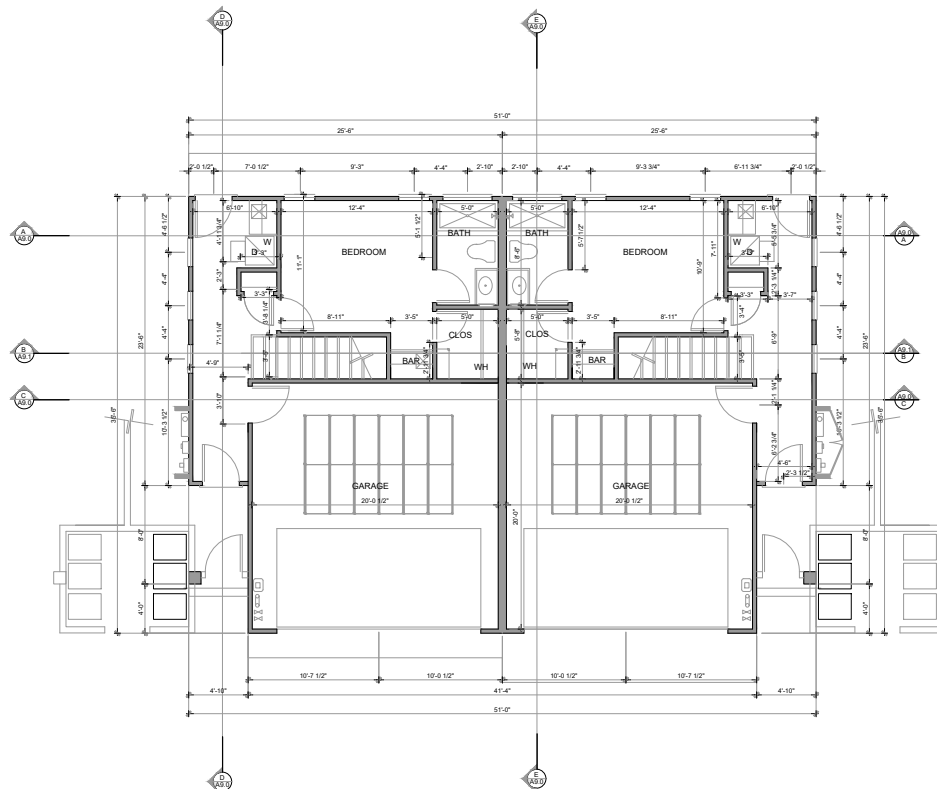
LAUNDRY ROOM

1. WASHER. SEE GC/OWNER FOR EXACT MAKE AND MODEL
2. DRYER. SEE GC/OWNER FOR EXACT MAKE AND MODEL
3. RECESSED WATER VALVE BOX
4. INSTALL DRYER BOX MODEL # BD480 OR EQUAL WITH OWNER APPROVAL

DATE: 4/28/21
ADDRESS: 10
OXNARD, CA

FLOORPLAN "B"
PORTOFINO PL. & FIFTH STREET, OXNARD CA

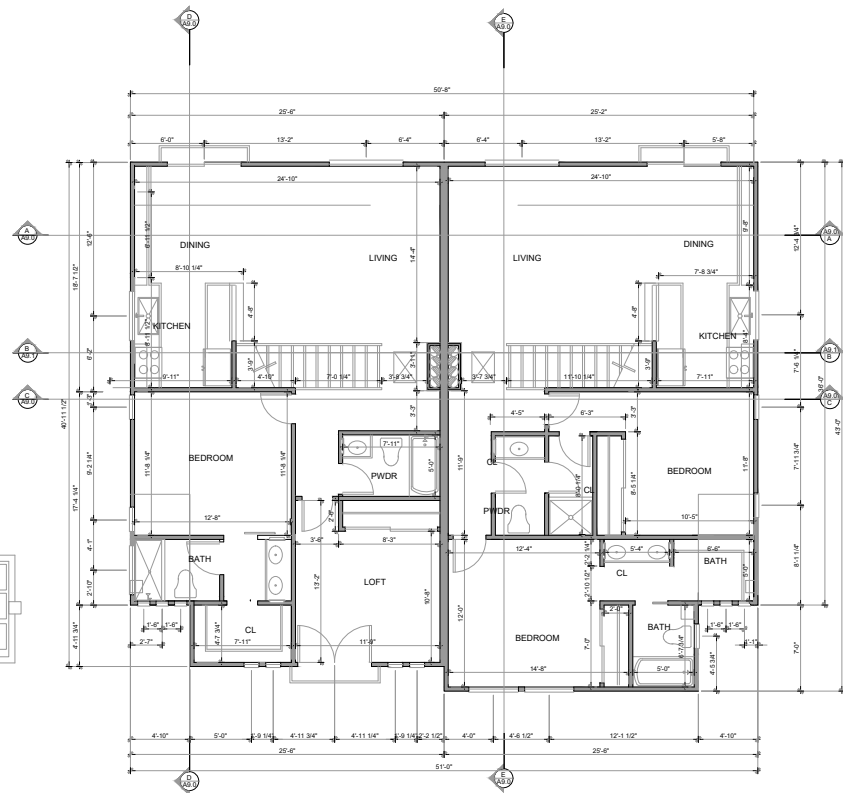
SHEET NUMBER
A 7.0



FIRST FLOOR PLAN "B"

UNIT A
FF LIVING: 419 SF
GARAGE: 426 SF
TOTAL: 845 SF

UNIT B
FF LIVING: 419 SF
GARAGE: 426 SF
TOTAL: 845 SF



UPPER FLOOR PLAN "B"

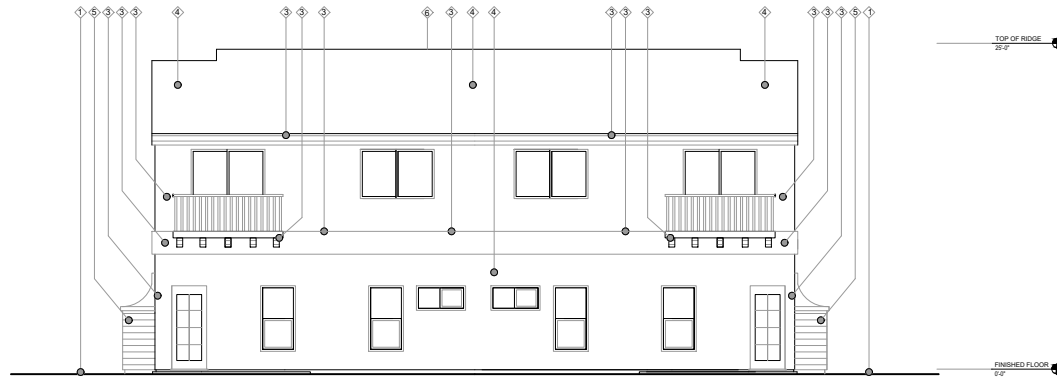
UNIT A
FF LIVING: 419 SF
SF LIVING: 1023 SF
TOTAL: 1442 SF

UNIT B
FF LIVING: 419 SF
SF LIVING: 1062 SF
TOTAL: 1481 SF

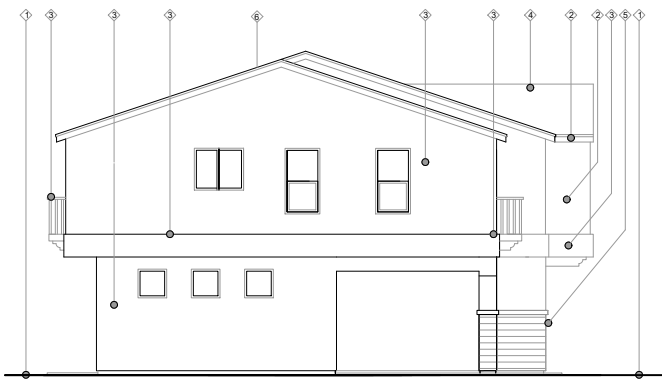
DATE: 4/28/21
ADDRESS: TBD
OXNARD, CA

DIM FLOOR PLAN "B"
PORTOFINO PL. & FIFTH STREET, OXNARD CA

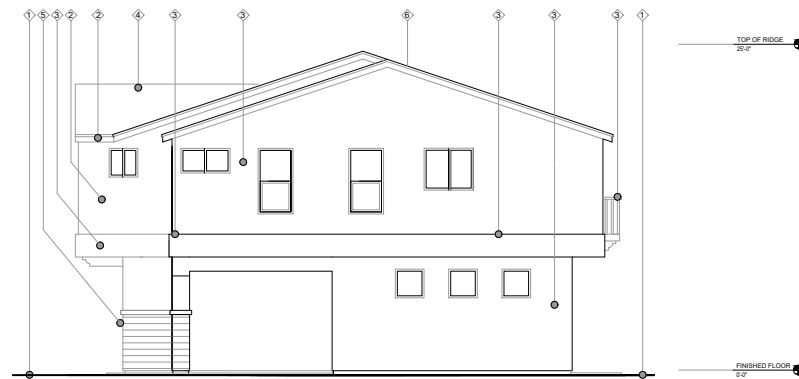
SHEET NUMBER
A 7.1



REAR ELEVATION "B"



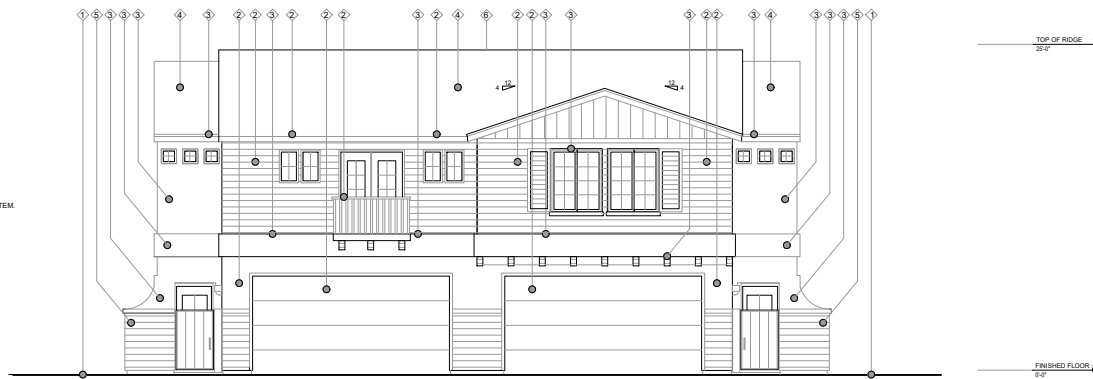
LEFT SIDE ELEVATION "B"



RIGHT SIDE ELEVATION "B"

KEYNOTES

- ① FINISHED GRADE
TYP. SLAB ON FINISHED GRADE CONSTRUCTION
 - ② FASCIA, ACCENT COLOR AS SPOCIFIED
 - ③ BODY COLOR AS SPECIFIED
TYPICAL EXTERIOR WALL CONSTRUCTION: SAND FINISH STUCCO
OVER SHEATHING, 3/8" SHEET ROCK, FOM INSULATION
AND A TYPICAL FRAMED WALL, AS SPECIFIED BY ENGINEER.
SEE DETAIL 1 THROUGH 4 ON A6.2
 - ④ ASPHALT ROOF ROOFING, COLOR AS SPECIFIED
OVER 2X6 FELS SHAKES, ROOF SHEATHING, AND PRE MFG TRUSS SYSTEM.
SEE DETAIL 10 ON A6.2
 - ⑤ PORCELAIN TILE AS SPECIFIED
 - ⑥ SOLAR LOCATED ON ROOF
- NOTE: ALL WINDOW AND DOORS TO BE WHITE VINYL.
NOT LABELED FOR CLARITY
- NOTE: FOR COLOR SPECIFICATIONS AND SCHEDULE
REFER TO SHEET A 1.2 FOR COLOR PALETTE



STREET ELEVATION "B"

DATE: 4/28/21
ADDRESS: 150
OXNARD, CA

ELEVATIONS "B"
PORTOFINO PL. & FIFTH STREET, OXNARD CA

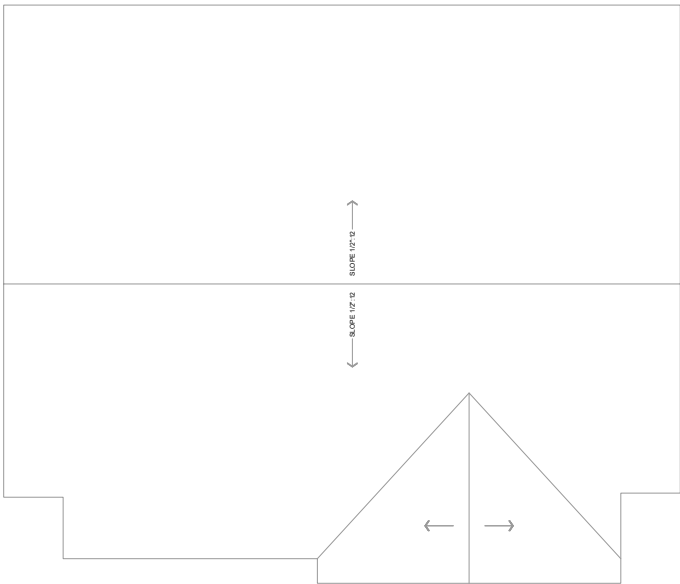
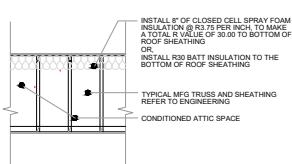
SHEET NUMBER
A 7.2

ROOF FRAMING (TRUSS) NOTES

- 1. DASHED LINES DENOTE WALLS BELOW THE ROOF FRAMING.
- 2. SEE STRUCT. GENERAL NOTES FOR ROOF SHEATHING.
- 3. PROVIDE ALL BLOCKING AND FIRE STOPS AS REQUIRED.
- 4. ROOF IS TO BE FLASHED AND COUNTER FLASHED AT WALLS, VALLEYS, PENETRATIONS, AND ALL APPROPRIATE AREAS.
- 5. ROOFING SUB CONTRACTOR TO PROVIDE ALL FLASHING THROUGHOUT AND PROVIDE INSTALLATION.
- 6. PROVIDE LEAD FLASHING AT PROTRUDING PIPES THROUGH ROOF AND AT CURVED WALL TO ROOF CONNECTIONS. PAINT FLASHING TO MATCH.
- 7. ALL ROOF PENETRATIONS TO BE A MINIMUM OF 1'-0" FROM EDGE OF ROOF CRICKETS OR CANT STRIPS (TYPICAL).
- 8. ALL ROOF PENETRATIONS TO BE FIELD VERIFIED BETWEEN TRADES PRIOR TO INSTALLATION TO AVOID CONFLICTS.
- 9. "DREW COAT" WATERPROOF DECKING MEMBRANE OVER O.S.B. FLOOR SHEATHING PROVIDE "KREW COAT" WATERPROOF DECKING MEMBRANE OVER THIS AREA OR EQUIV.
- 10. PROVIDE "BTHATHENE 3000" WATERPROOF MEMBRANE AT ALL HORIZ. APPLICATIONS OF FIREPLACE, STACK LAP OVER SIDES MIN 6" ALL UNDER 20 GAL. G.I. CAP w/ MIN 2" LAP OVER SIDES. WELD ALL BREAKS IN PANS AND SLOPE TO DRAIN.
- 11. QUANTITIES, SHAPES, SIZES, CONFIGURATIONS, ETC. OF ALL TRUSSES, HIP RIBS, GABLE ENDS, BLOCKING AND ALL OTHER ROOF SYSTEM COMPONENTS ARE ASSUMED TO BE SUPPLIED IN THE "TRUSS PACKAGE" BY THE TRUSS MANUFACTURER.
- 12. INSTALLATION OF THE TRUSS SYSTEM OR RITE FILLS, "CUT AND STACK" FRAMING AND ALL OVER FRAMING TO BE THE RESPONSIBILITY OF THE FRAMING CONTRACTOR OR AS SPECIFIED BY THE ENGINEER OF RECORD OR THE GENERAL CONTRACTOR.
- 13. ON SITE VERIFICATION OF ALL CONDITIONS REQUIRED OF THE TRUSS SUPPLIER OR CONTRACTOR PRIOR TO MANUFACTURING OF ANY TRUSSES OR COMPONENTS. THIS IS TO ENSURE PROPER SIZES AND QUANTITIES.
- 14. TRUSS SUPPLIER TO ENSURE THAT ALL TRUSSES CONFORM TO ANY AND ALL SPECIFICATIONS OF THE ENGINEER OF RECORD PERTAINING TO DRAG TRUSSES, SHEAR TRUSSES, ETC.
- 15. TRUSS SUPPLIER TO ENSURE THAT ALL TRUSSES CONFORM TO ANY AND ALL SPECIFICATIONS REGARDING THE INSTALLATION OF THE HEATING VENTILATION AND AIR CONDITIONING (HVAC) SYSTEM AND ITS COMPONENTS.
- 16. ROOF TRUSS SYSTEM IS TO BE MANUFACTURED SPECIFICATIONS USING ALL APPROPRIATE BRACING PERMANENT AND TEMPORARY.
- 17. FRAMING CONTRACTOR TO USE SIMPSON HURRICANE CLIPS 2.5 OR BETTER AT THE END OF ALL TRUSSES OR AS SPECIFIED BY THE ENGINEER OF RECORD OR TRUSS SUPPLIER.
- 18. ANY CHANGES IN THE ROOF SYSTEM (IE, SIZE, SHAPE, ETC.) TO BE REPORTED IN WRITING TO THE DESIGN PROFESSIONAL IMMEDIATELY.
- 19. WHERE EAVE VENTS OCCUR, FIRE BLOCK BELOW FASCIA @ STUD WALL AND LAY EVERY THIRD VENT BLOCK HORIZ. w/ BAFFLE AT INSULATION.
- 20. MINIMUM VERTICAL SEPARATION BETWEEN HIGH AND LOW VENTS IS 3'-0" (MIN.)
- 21. HIGH VENTS SHALL BE NO CLOSER THAN 1'-0" TO THE RIDGE AND LOW TILE VENTS SHALL BE NO CLOSER THAN 2'-0" TO THE EAVE.

ROOF VENTILATION DESIGN

BASIS FOR DESIGN:
ROOF TO BE UNVENTED AS ALLOWED PER IRC 806.5 WITH ALL CONDITIONS MET AND/OR EXCEEDED. REFER TO DETAIL F ABOVE



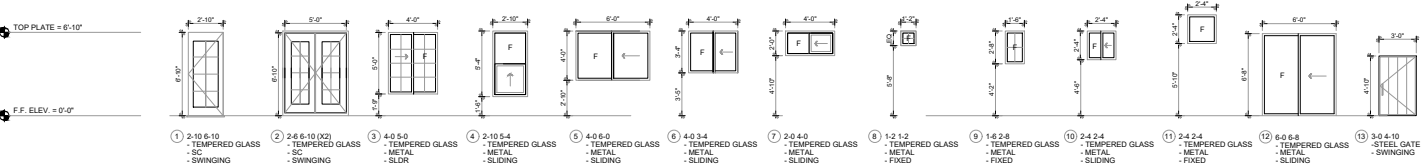
ROOF PLAN "B"

EXTERIOR DOOR AND WINDOW SCHEDULE

- 1. PROVIDE SAFETY GLAZING IN THE FOLLOWING LOCATIONS: SECTION 308.4.1 TO R308.4.7, IRC.
- A) SLIDING OR SWINGING DOORS EXCEPT JALOUSIES.
- B) TUB AND OR SHOWER ENCLOSURE AND GLAZING IN THE WALLS LESS THAN 60" ABOVE THE STANDING SURFACES OF TUBS OR SHOWERS.
- C) GLAZING IN FIXED AND SLIDING PANELS OF SLIDING DOOR ASSEMBLIES AND PANELS IN SLIDING AND BI-FOLD CLOSET DOOR ASSEMBLIES.
- D) GLAZING IN DOORS AND ENCLOSURES.
- FOR HOT TUBS, WHIRLPOOLS, SAUNAS, STEAM ROOMS, BATHTUBS AND SHOWERS, GLAZING IN ANY PART OF A BUILDING WALL ENCLOSING THESE COMPARTMENTS WHERE THE BOTTOM EXPOSED EDGE OF THE GLAZING IS LESS THAN 60 INCHES MEASURED HORIZONTALLY AND VERTICALLY AND IN STRAIGHT LINE, FROM THE WATER EDGE AT ANY STANDING OR WALKING SURFACE.

- (1 CONT.)
- E) GLAZING IN AN INDIVIDUAL FIXED OR OPERABLE PANEL ADJACENT TO A DOOR WHERE THE NEAREST VERTICAL EDGE OF THE GLAZING IS WITHIN A 24 INCHES ARC OF BOTH VERTICAL EDGE OF THE DOOR IN A CLOSE POSITION AND WHOSE BOTTOM EDGE IS LESS THAN 60 INCHES ABOVE THE FLOOR OR WALKING SURFACE.
- F) GLAZING ADJACENT TO STAIRWAYS, LANDINGS AND RAMPS WITHIN 36 INCHES HORIZONTALLY OF A WALKING SURFACE WHEN THE EXPOSED SURFACE OF THE GLASS IS LESS THAN 60 INCHES ABOVE THE NOSE OF THE ADJACENT WALKING SURFACE.
- G) GLAZING IN RAILINGS REGARDLESS OF AN AREA OR HEIGHT ABOVE A WALKING SURFACE. INCLUDED ARE STRUCTURAL BALUSTERS PANELS AND NON-STRUCTURAL IN FILL PANELS.

- 2. WINDOWS IN ALL SLEEPING AREAS SHALL MEET EGRS REQUIRED AS SET FORTH IN THE ADOPTED IRC AND IALL CGARS
- 3. ALL GLAZING TO BE INSTALLED IN COMPLIANCE AND AS SPECIFIED WITH THESE CONSTRUCTION DOCUMENTS AND PERMIT
- 4. ALL GLAZING TO BE INSTALLED PER MANUFACTURER SPECIFICATIONS THE GENERAL CONTRACTOR IN CONCERT WITH THE SUPPLIER TO SUPPLY ALL CUT SHEETS AND ROUGH OPENING SIZES TO THE FRAMING CONTRACTOR PRIOR TO COMMENCEMENT OF ALL WORK TO BE PERFORMED



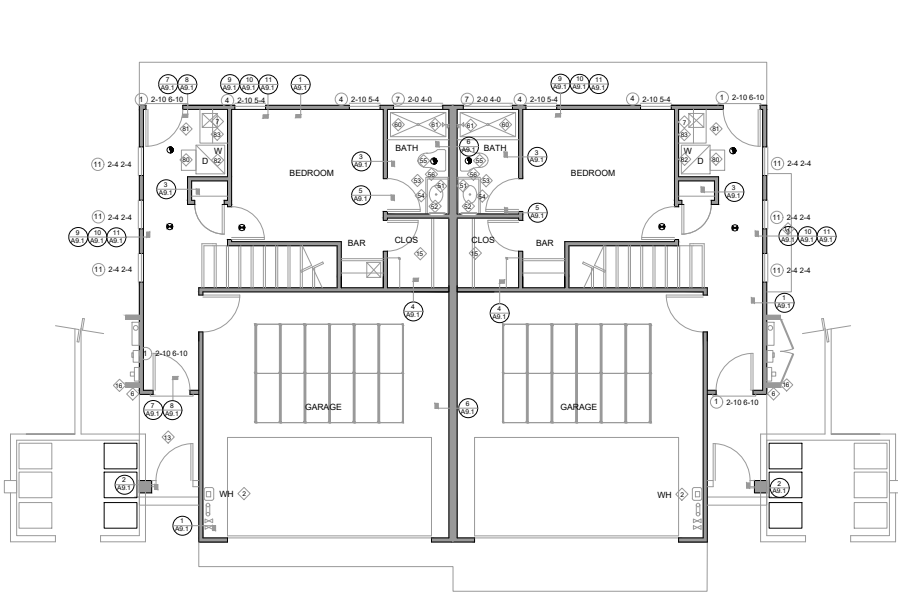
DATE: 4/28/21
ADDRESS: TBD
OXNARD, CA

ROOF PLAN "B"
PORTOFINO PL. & FIFTH STREET, OXNARD CA

SHEET NUMBER
A 7.3

GENERAL FRAMING NOTES

1. ALL WOOD SHALL BE AT 19% OR LESS MOISTURE CONTENT PRIOR TO COVERING
2. ALL WOOD IN CONTACT WITHIN OF CONCRETE SHALL BE RWD OR PRESSURE TREATED
3. ALL WOOD EXPOSED TO WEATHER SHALL BE PRESSURE TREATED OR WOOD
4. PRESSURE TREATED WOOD SHALL NOT CONTAIN EITHER CHROMIUM OR ARSENIC
5. EACH PIECE OF WOOD FRAMING SHALL BEAR THE GRADE OF THE WOOD SPECIES
6. TRADESMAN OF THE GRADING AGENCY UNDER WHOSE RULES THE MEMBER
7. EACH PIECE OF SHEATHING (OSB OR PLYWOOD) SHALL BEAR THE GRADE OF THE
8. SHEET IN ACCORDANCE WITH THE APA GRADING RULES
9. ALL WOOD CONNECTORS HOLES SHALL BE FILLED WITH NAILS PER THE MFG
10. INSTRUCTIONS AND THE ENGINEERS SPECIFICATIONS
11. USED TO CONNECT PRESSURE TREATED WOOD SHALL BE CORROSION RESISTANT
12. HOLE SIZES, HOLE CLEANING, TEMPERATURE, HUMIDITY AND SETTING WORKING TIMES
13. ADHESIVES OR EPOXY ANCHORS SHALL BE INSTALLED PER THE MFG INSTRUCTIONS
14. AND RECOMMENDATIONS INCLUDING, BUT NOT LIMITED TO, INSTRUCTIONS FOR THE
15. FRAMING SUB CONTRACTOR IS RESPONSIBLE TO PROTECT ALL FINISHED CONCRETE AREAS
16. FROM DAMAGE WITH MIN 1/2" GYPSUM (OR EQUAL) INSTALLED HORIZONTAL OVER THOSE AREAS
17. THAT IS DEEMED TO BE A FINISHED OR EXPOSED AREA
18. WHEN POSSIBLE NO PINS, SHOTS, TEMPORARY NAILS TO BE EMBEDDED INTO CONCRETE SURFACE
19. USE NOTED DIMENSIONS RATHER THAN SCALED DIMENSIONS
20. IF DIMENSION DISCREPANCIES ARISE CONTACT THE DESIGNER OF RECORD IMMEDIATELY
21. FOR CLARIFICATION
22. DIMENSIONS NOTED ARE FACE OF STUD EXTERIOR, FINISHED (AFTER 5/8" SHEET ROCK) INTERIOR



FIRST FLOOR PLAN "D"

UNIT A
FF LIVING: 419 SF
GARAGE: 426 SF
TOTAL: 845 SF

UNIT B
FF LIVING: 419 SF
GARAGE: 426 SF
TOTAL: 845 SF

FLOOR PLAN KEY NOTES

- GENERAL NOTES
1. GAS FIRED ON DEMAND WATER HEATER, NOT 15.240M
2. A.D. SMITH SIGNATURE, PRESSURE 68 GPM 160,000 BTU NATURAL GAS
3. OR AS SPECIFIED BY THE MECHANICAL ENGINEER
4. SUPPLIER TO TURNISH AND MAKE AVAILABLE FOR ALL INSPECTIONS
5. INSTALLATION SPECIFICATIONS AND OPERATOR/OWNER MANUALS
6. TANKLESS WATER HEATER
7. F.A.U. SEE MECH FOR DETAILS
8. ELECTRICAL MAIN PANEL. SEE ELEC LOAD CALCS
9. NOT IN USE
10. PROVIDE HOSE-BIBB WRISSESS BRADLEY 7910 HOSE BOX OR EQUAL
11. PER MISC 4.1. INSTALL DRIVER MOISTURE EXHAUST DUCT SYSTEM
12. MAX 14" IN LENGTH INCLUDING 90 DEGREE ELBOWS. REFER
13. TO MECH VENT PRESSURE DROP CALCULATION FOR COMPLIANCE
14. WHERE 9 IS SHOWN, PROVIDE SMOKE & CARBON DETECTORS
15. INSTALL REDD SMOKE/CO DUEL DETECTOR INDOOR/BA OR EQUAL
16. LOCATIONS
17. 1 IN EACH SLEEPING ROOM
18. 2 OUTSIDE EACH SLEEPING ROOM IN THE IMMEDIATE VICINITY OF
19. OF THE BEDROOMS
20. 3 ON EACH ADDITIONAL FLOOR OF THE DWELLING
21. WHEN ONE OR MORE DETECTOR IS TO BE INSTALLED ALL ARE TO
22. BE WIRED IN A MANNER THAT IF THE ACTUATION OF ONE ALARM
23. WILL ACTIVATE ALL ALARMS. THE ALARM SHALL BE CLEARLY AUDIBLE
24. PER IRC, SECTION 313.314.3

1. THERE SHALL BE A FLOOR OR LANDING AT THE TOP AND BOTTOM
2. OF EACH STAIRWAY. ALL LANDINGS SHALL COMPLY WITH THE
3. IRC CODE AND ANY ADOPTED LOCAL AMENDMENTS
4. 5. ALL STAIRWAYS SHALL COMPLY WITH THE CURRENT IRC CODE
5. AND ANY ADOPTED LOCAL AMENDMENTS
6. 7. TYPICAL CONCRETE LANDING AT EXTERIOR DOOR SHALL NOT
7. NOT BE MORE THAN 8" BELOW THE TOP OF THE THRESHOLD
8. PROVIDED THE DOOR DOES NOT SWING OVER THE LANDING. MIN
9. WIDTH OF LANDING SHALL NOT BE LESS THAN THE WIDTH OF THE
10. REGULATORY EXTERIOR DOOR ABOVE MIN 36" IN DIRECTION OF
11. TRAVEL
12. WHERE 9 IS SHOWN PROVIDE 50CFM INTERMITTENT EXHAUST FAN
13. SLOPE SLAB/DECK 1/4" PER 1'-0" AWAY FROM STRUCTURE
14. NOT IN USE
15. NOT IN USE
16. CLOSET BUILT-INS. SEE GC/ OWNER FOR LAYOUT, MATERIAL
17. AND FINISH
18. DECORATIVE SHROUD
19. ELECTRICAL PANEL TO BE FED BY SOLAR SOLUTION

KITCHEN AND BAR

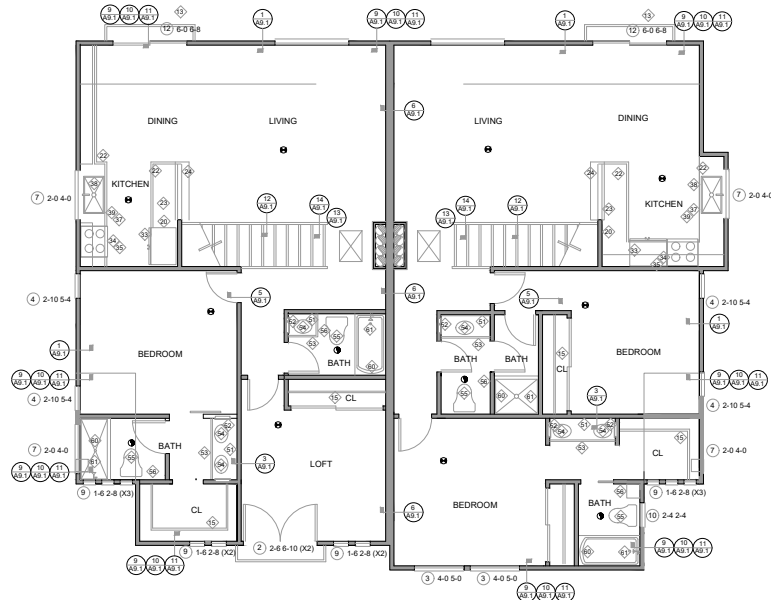
1. WALL MOUNTED UPPER CABINETS, SEE GC/OWNER FOR
2. EXACT LAYOUT, MFG, MODEL AND COLOR
3. NOT IN USE
4. IF BARE CABINETS SEE GC/OWNER FOR EXACT LAYOUT, MFG
5. MODEL AND COLOR
6. COUNTER TOP IS 36" A.F.F. SEE BUILDER/OWNER FOR EXACT
7. STYLE, MATERIAL AND COLOR
8. COUNTER TOP IS 36" A.F.F. OVER 6" PONY WALL
9. SEE BUILDER/OWNER FOR EXACT STYLE, MATERIAL AND COLOR
10. COUNTER TOP IS 36" A.F.F. IN KNEE SPACE (WHERE OCCURS)
11. REFRIGERATOR SPACE, SEE GC/OWNER FOR EXACT DIMENSIONS
12. RANGE/OVEN COMBO, SEE BUILDER/OWNER FOR EXACT MAKE AND MODEL
13. DIRECT VENT RANGE HOOD/MICROWAVE COMBO, SEE MECHANICAL PLANS FOR
14. SPECS. INSTALL PER MFG SPECS. SPECIFIED BY BUILDER/KITCHEN DESIGNER
15. NOT IN USE
16. CLOSET BUILT-INS. SEE GC/ OWNER FOR LAYOUT, MATERIAL
17. AND FINISH
18. DECORATIVE SHROUD
19. ELECTRICAL PANEL TO BE FED BY SOLAR SOLUTION

BATHROOM

1. TYPICAL MIRROR, SEE GC/OWNER FOR EXACT DIMENSIONS.
2. TYPICAL RECESSED MEDICINE CABINET, SEE GC/OWNER
3. FOR EXACT TYPE AND MODEL
4. 36" HIGH CAB, SEE GC/ OWNER AGENT FOR SPECS
5. SINK, SEE BUILDER/OWNER FOR EXACT TYPE AND MODEL
6. TOLLET, SEE GC/OWNER AGENT FOR EXACT TYPE AND MODEL
7. PAPER HLD.R, SEE BUILDER/OWNER AGENT FOR EXACT TYPE AND MODEL
8. SHOWER TUB COMBO, SEE GC/OWNER FOR EXACT MAKE AND MODEL
9. WALL MOUNTED SHOWER HEAD AT 72" A.F.F.

LAUNDRY ROOM

1. WASHER, SEE GC/OWNER FOR EXACT MAKE AND MODEL
2. DRYER, SEE GC/OWNER FOR EXACT MAKE AND MODEL
3. RECESSED WATER VALVE BOX
4. INSTALL DRYER BOX MODEL # BD480 OR EQUAL WITH OWNER APPROVAL



UPPER FLOOR PLAN "D"

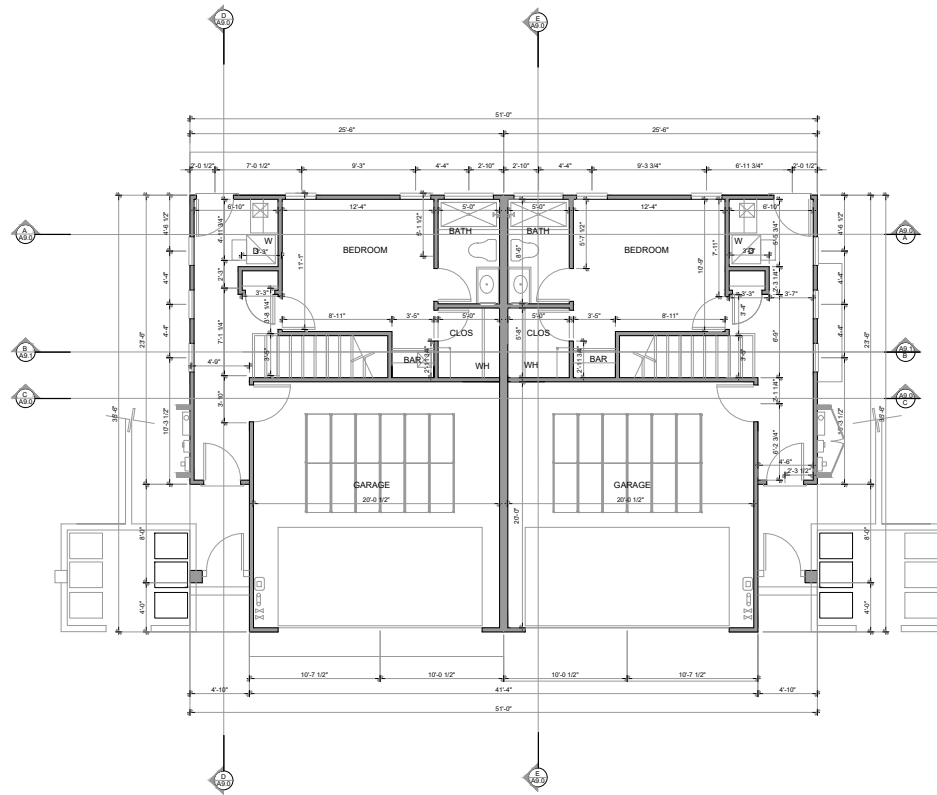
UNIT A
FF LIVING: 419 SF
SF LIVING: 1023 SF
TOTAL: 1442 SF

UNIT B
FF LIVING: 419 SF
SF LIVING: 1079 SF
TOTAL: 1498 SF

DATE: 4/28/21
ADDRESS: TBD
OXNARD, CA

FLOORPLAN 'B' RIGHT
PORTOFINO PL. & FIFTH STREET, OXNARD CA

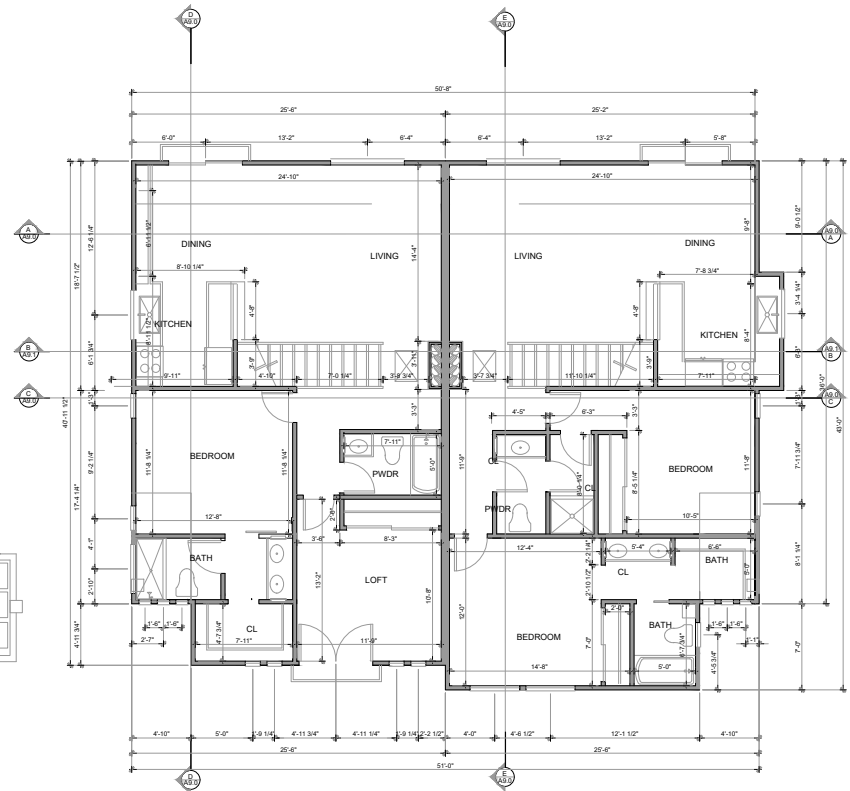
SHEET NUMBER
A 8.0



FIRST FLOOR PLAN "D"

UNIT A
FF LIVING: 419 SF
GARAGE: 426 SF
TOTAL: 845 SF

UNIT B
FF LIVING: 419 SF
GARAGE: 426 SF
TOTAL: 845 SF



UPPER FLOOR PLAN "D"

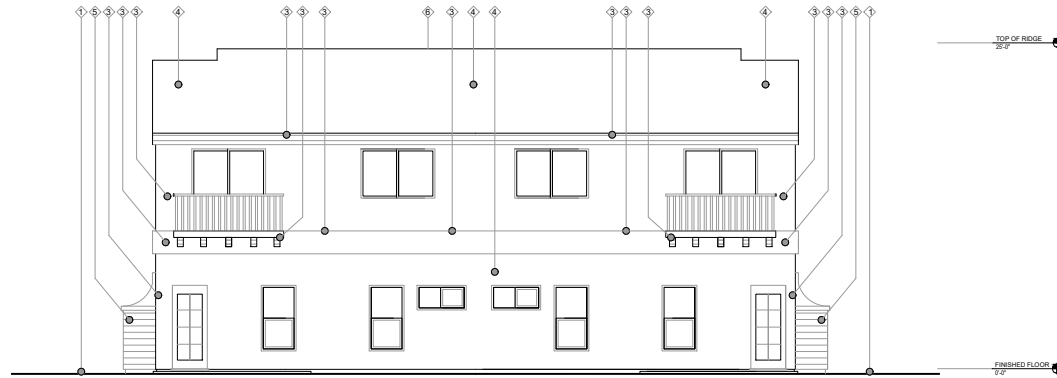
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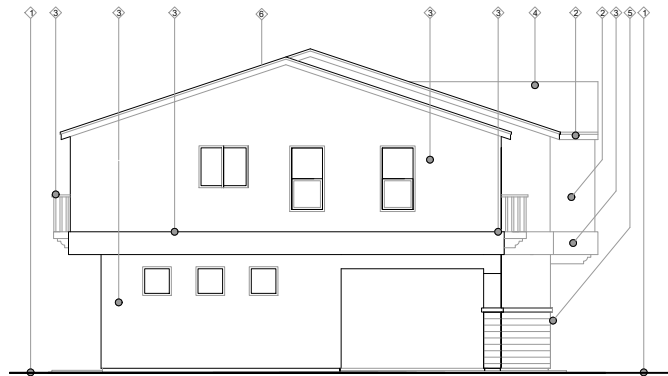
DATE: 4/28/21
ADDRESS: TBD
OXNARD, CA

DIM FLOOR PLAN "D"
PORTOFINO PL. & FIFTH STREET, OXNARD CA

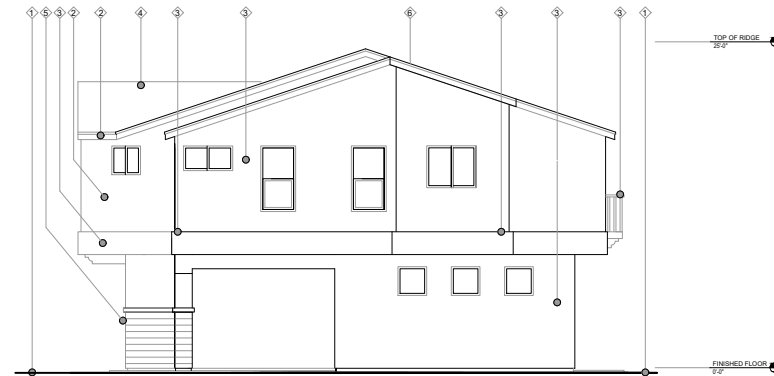
SHEET NUMBER
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REAR ELEVATION "D"



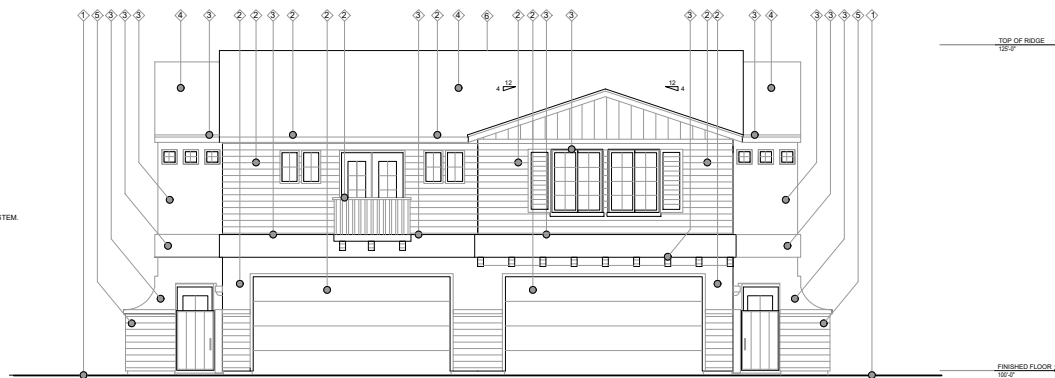
LEFT SIDE ELEVATION "D"



RIGHT SIDE ELEVATION "D"

KEYNOTES

- ① FINISHED GRADE
TYP. SLAB ON FINISHED GRADE CONSTRUCTION
 - ② FASCIA, ACCENT COLOR AS SPECIFIED
 - ③ BODY COLOR AS SPECIFIED
TYPICAL EXTERIOR WALL CONSTRUCTION: SAND FINISH STUCCO
OVER SHEATHING, SIP SHEET, FOAM INSULATION,
AND A TYPICAL ISOLATED SHEET, AS SPECIFIED BY ENGINEER.
SEE DETAIL 1 THROUGH 4 ON A8.2
 - ④ ASPHALT ROOF ROOFING, COLOR AS SPECIFIED
OVER 30# FELT PAPER, ROOF SHEATHING, AND PRE-MFG TRUSS SYSTEM.
SEE DETAIL 19 ON A8.2
 - ⑤ PORCELAIN TILE AS SPECIFIED
 - ⑥ SOLAR LOCATED ON ROOF
- NOTE: ALL WINDOW AND DOORS TO BE WHITE VINYL.
NOT LABELED FOR CLARITY
- NOTE: FOR COLOR SPECIFICATIONS AND SCHEDULE
REFER TO SHEET A 1.2 FOR COLOR PALETTE



STREET ELEVATION "D"

DATE: 4/28/21
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ELEVATIONS "D"
PORTOFINO PL. & FIFTH STREET, OXNARD CA

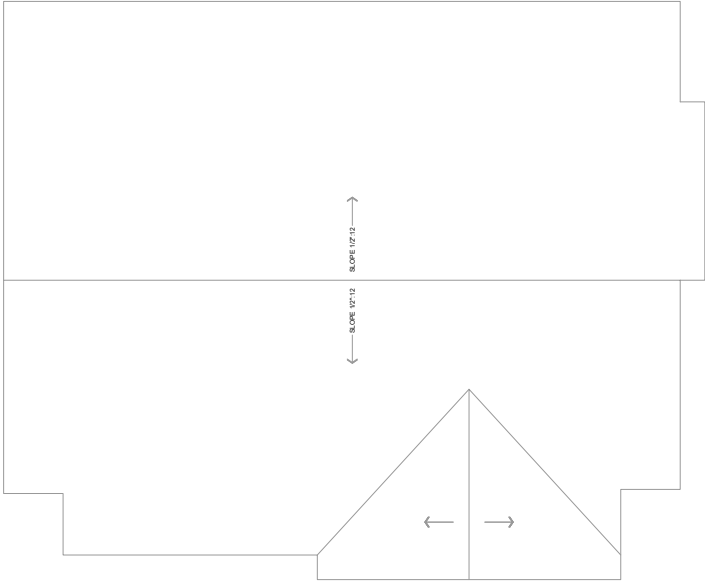
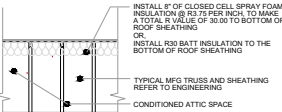
SHEET NUMBER
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ROOF FRAMING (TRUSS) NOTES

- 1. DASHED LINES DENOTE WALLS BELOW THE ROOF FRAMING.
- 2. SEE STRUCT. GENERAL NOTES FOR ROOF SHEATHING.
- 3. PROVIDE ALL BLOCKING AND FIRE STOPS AS REQUIRED.
- 4. ROOF IS TO BE FLASHED AND COUNTER FLASHED AT WALLS, VALLEYS, PENETRATIONS, AND ALL APPROPRIATE AREAS.
- 5. ROOFING SUB CONTRACTOR TO PROVIDE ALL FLASHING THROUGHOUT AND PROVIDE INSTALLATION.
- 6. PROVIDE LEAD FLASHING AT PROTRUDING PIPES THROUGH ROOF AND AT CURVED WALL TO ROOF CONNECTIONS. PAINT FLASHING TO MATCH.
- 7. ALL ROOF PENETRATIONS TO BE A MINIMUM OF 1" OF FROM EDGE OF ROOF CRICKETS OR CANT STRIPS (TYPICAL).
- 8. ALL ROOF PENETRATIONS TO BE FIELD VERIFIED BETWEEN TRADES PRIOR TO INSTALLATION TO AVOID CONFLICTS.
- 9. "DREW-COAT" WATERPROOF DECKING MEMBRANE OVER O.S.B. FLOOR SHEATHING PROVIDE "DREW-COAT" WATERPROOF DECKING MEMBRANE OVER THIS AREA ON EQUAL.
- 10. PROVIDE "BITHUTHENE 3000" WATERPROOF MEMBRANE AT ALL HORIZ. APPLICATIONS OF FIREPLACE. STACK LAP OVER SIDES MIN 1" AND UNDER JO GUT. 0.1 CAP W/ MIN 2" LAP OVER SIDES. WELD ALL BREAKS IN PAN AND SLOPE TO DRAIN.
- 11. QUANTITIES, SHAPES, SIZES, CONFIGURATIONS, ETC. OF ALL TRUSSES, HP SETS, GABLE ENDS, BLOCKING AND ALL OTHER ROOF SYSTEM COMPONENTS ARE ASSUMED TO BE SUPPLIED IN THE TRUSS PACKAGE BY THE TRUSS MANUFACTURER.
- 12. INSTALLATION OF THE TRUSS SYSTEM ON SITE FILL. "CUT AND STACK" FRAMING AND ALL OVER FRAMING TO BE THE RESPONSIBILITY OF THE FRAMING CONTRACTOR OR AS SPECIFIED BY THE ENGINEER OF RECORD OR THE GENERAL CONTRACTOR.
- 13. ON SITE VERIFICATION OF ALL CONDITIONS REQUIRED OF THE TRUSS SUPPLIER OR CONTRACTOR PRIOR TO MANUFACTURING OF ANY TRUSSES OR COMPONENTS, THIS IS TO ENSURE PROPER SIZES AND QUANTITIES.
- 14. TRUSS SUPPLIER TO ENSURE THAT ALL TRUSSES CONFORM TO ANY AND ALL SPECIFICATIONS OF THE ENGINEER OF RECORD PERTAINING TO DRAG TRUSSES, SHEAR TRUSSES, ETC.
- 15. TRUSS SUPPLIER TO ENSURE THAT ALL TRUSSES CONFORM TO ANY AND ALL SPECIFICATIONS REGARDING THE ACCOMMODATION OF THE INSTALLATION OF THE HEATING VENTILATION AND AIR CONDITIONING (HVAC) SYSTEM AND ITS COMPONENTS.
- 16. ROOF TRUSS SYSTEM TO BE INSTALLED PER MANUFACTURERS SPECIFICATIONS USING ALL APPROPRIATE BRACING PERMANENT AND TEMPORARY.
- 17. FRAMING CONTRACTOR TO USE SIMPSON HURRICANE CLIPS 2.5 OR BETTER AT THE END OF ALL TRUSSES OR AS SPECIFIED BY THE ENGINEER OF RECORD OR TRUSS SUPPLIER.
- 18. ANY CHANGES IN THE ROOF SYSTEM (E.G. SIZE, SHAPE, ETC.) TO BE REPORTED IN WRITING TO THE DESIGN PROFESSIONAL IMMEDIATELY.
- 19. WHERE EVE VENTING OCCURS, FIRE BLOCK BELOW FASCIA @ STUD WALL AND LAY EVERY THIRD VENT BLOCK HORIZ. W/ FASCIA AT INSULATION.
- 20. MINIMUM VERTICAL SEPARATION BETWEEN HIGH AND LOW VENTS IS 3" (MIN.).
- 21. HIGH VENTS SHALL BE NO CLOSER THAN 1'-0" TO THE RIDGE AND LOW TILE VENTS SHALL BE NO CLOSER THAN 3'-0" TO THE EAVE.

ROOF VENTILATION DESIGN

BASIS FOR DESIGN:
ROOF TO BE UNVENTED AS ALLOWED PER IRC R903.5 WITH ALL CONDITIONS MET AND/OR EXCEEDED. REFER TO DETAIL F ABOVE.



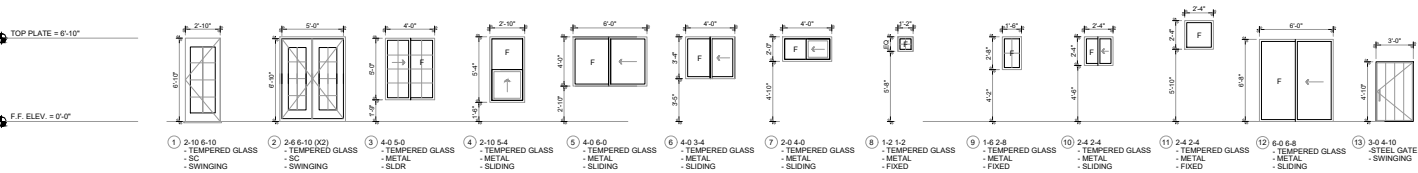
ROOF PLAN "D"

EXTERIOR DOOR AND WINDOW SCHEDULE

- 1. PROVIDE SAFETY GLAZING IN THE FOLLOWING LOCATIONS: SECTION 308.4.1 TO R308.4.7. IRC. A) SLIDING OR SWINGING DOORS EXCEPT JALOUSIES. B) TUB AND OR SHOWER ENCLOSURES AND GLAZING IN THE WALLS LESS THAN 60" ABOVE THE STANDING SURFACES OF TUBS OR SHOWERS. C) GLAZING IN FIXED AND SLIDING PANELS OF SLIDING DOOR ASSEMBLIES AND PANELS IN SLIDING AND BI-FOLD CLOSET DOOR ASSEMBLIES. D) GLAZING IN DOORS AND ENCLOSURES FOR HOT TUBS, WHIRLPOOLS, SAUNAS, STEAM ROOMS, BATHTUBS AND SHOWERS. GLAZING IN ANY PART OF A BUILDING WALL ENCLOSING THESE COMPARTMENTS WHERE THE BOTTOM EXPOSED EDGE OF THE GLAZING IS LESS THAN 60 INCHES MEASURED HORIZONTALLY AND VERTICALLY AND IN STRAIGHT LINE, FROM THE WATER EDGE AT ANY STANDING OR WALKING SURFACE.

- (1 CONT.) E) GLAZING IN AN INDIVIDUAL FIXED OR OPERABLE PANEL ADJACENT TO A DOOR WHERE THE NEAREST VERTICAL EDGE OF THE GLAZING IS WITHIN 6.24 INCHES ARC OF BOTH VERTICAL EDGE OF THE DOOR IN A CLOSE POSITION AND WHOSE BOTTOM EDGE IS LESS THAN 60 INCHES ABOVE THE FLOOR OR WALKING SURFACE. F) GLAZING ADJACENT TO STAIRWAYS, LANDINGS AND RAMPS WITHIN 36 INCHES HORIZONTALLY OF A WALKING SURFACE WHEN THE EXPOSED SURFACE OF THE GLASS IS LESS THAN 60 INCHES ABOVE THE NOSE OF THE ADJACENT WALKING SURFACE. G) GLAZING WITHIN 18" OF THE FLOOR, INDIVIDUAL PANEL GREATER THAN 9 SQUARE FEET. H) ALL GLAZING IN RAILINGS REGARDLESS OF AN AREA OR HEIGHT ABOVE A WALKING SURFACE. INCLUDED ARE STRUCTURAL BALUSTERS PANELS AND NON-STRUCTURAL IN FILL PANELS.

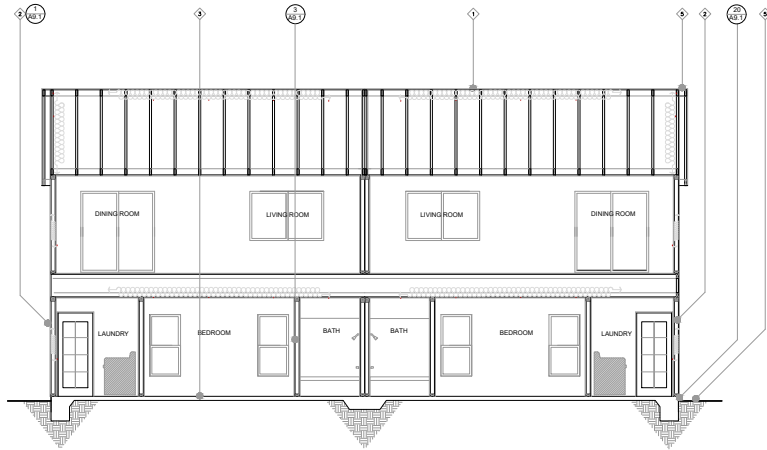
- 2. WINDOWS IN ALL SLEEPING AREAS SHALL MEET EGRS REQUIRED AS SET FORTH IN THE ADOPTED IRC AND/ALL CC&S
- 3. ALL GLAZING TO BE INSTALLED IN COMPLIANCE AND AS SPECIFIED WITH THE APPROVED ECC REPORT AS SUBMITTED AND APPROVED WITH THIS THESE CONSTRUCTION DOCUMENTS AND PERMIT
- 4. ALL GLAZING TO BE INSTALLED PER MANUFACTURER SPECIFICATIONS THE GENERAL CONTRACTOR IN CONCERT WITH THE SUPPLIER TO SUPPLY ALL CUT SHEETS AND ROUGH OPENING SIZES TO THE FRAMING CONTRACTOR PRIOR TO COMMENCEMENT OF ALL WORK TO BE PERFORMED



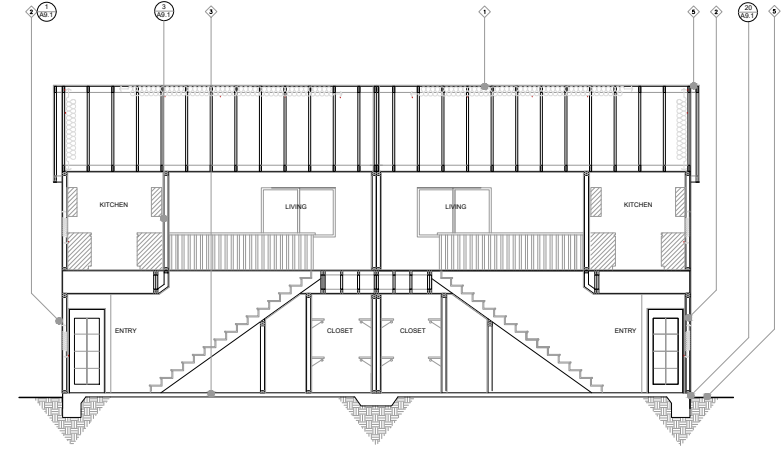
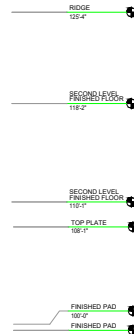
DATE: 4/28/21
ADDRESS: TBD
OXNARD, CA

ROOF PLAN "D"
PORTOFINO PL. & FIFTH STREET, OXNARD CA

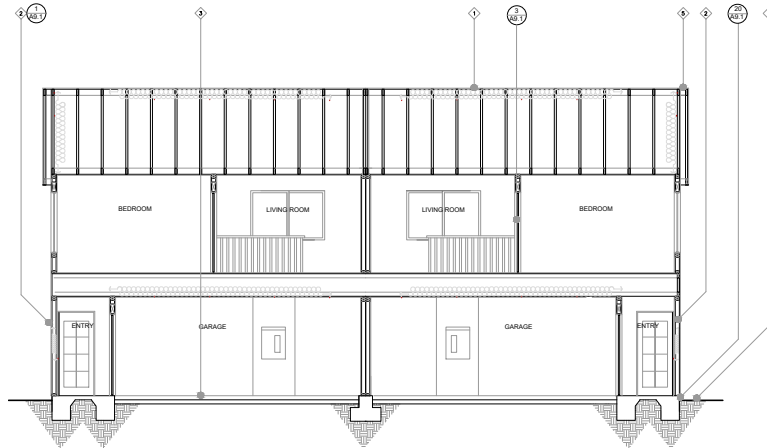
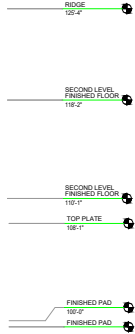
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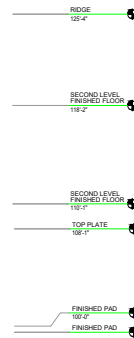
SECTION A



SECTION B



SECTION C



SECTION NOTES

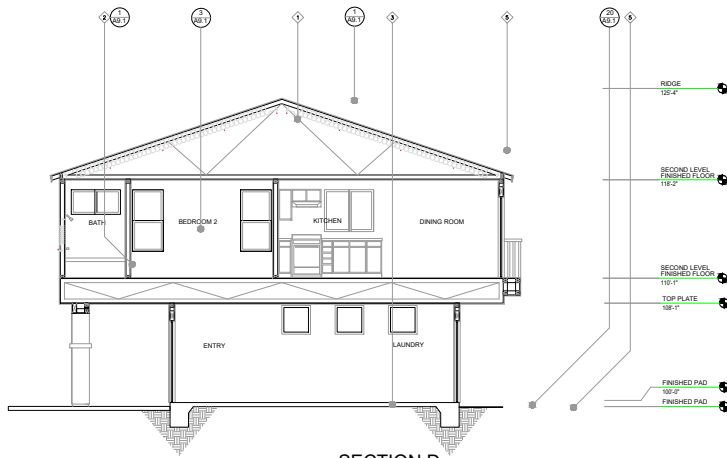
ALL ELEVATION HEIGHTS INDICATED ON DRAWINGS ARE IN CONJUNCTION WITH 192.5' BENCHMARK ELEVATION INDICATED ON FLOOR PLANS.

- ① ROOF SYSTEM
TPO (THERMOPLASTIC POLYOLEFIN)
SYSTEM APPLIED OVER 2" OSB. USE
ONLY MFD APPROVED SYSTEM APPLIED
OVER 2" OSB. USE ONLY MFD APPROVED
ADHESIVE, SEAM WELDS AND FASTENERS
(TYP. THROUGHOUT)
OVER ENGINEER SPECIFIED SHEATHING
OVER PRE MANUFACTURED TRUSS SYSTEM
- ② TYPICAL EXTERIOR WALL SYSTEM
SMOOTH STUCCO
w/ PAPERBACKED WIRE LATH
w/ FLYWOOD SHEATHING (SEE STRUC. PLANS)
w/ 2x6 FRAMED STUDS @ 16" O.C. w/ R-19 BATT INS.
OR BLOWN CELLULOSE
w/ DBL TOP PLATE
w/ 1" FT. OR REDWOOD SILL w/ 58" GYP BD @ INTERIOR SIDE
- ③ TYPICAL SLAB FLOOR SYSTEM
4" CONC SLAB (TYPICAL, U.N.O.)
w/ APPR SUBGRADE PER SOILS REPORT, (SEE STRUC PLANS
(SLOPE SLAB 1/4" PER FT @ GARAGE AND PATIO SLABS)
- ④ FINISHED GRADE
- ⑤ MISCL CURVED BATTENLOK STANDING SEAM METAL ROOFING SYSTEM
CHARCOAL GREY
OVER ENGINEER SPECIFIED SHEATHING
OVER PRE MANUFACTURED TRUSS SYSTEM

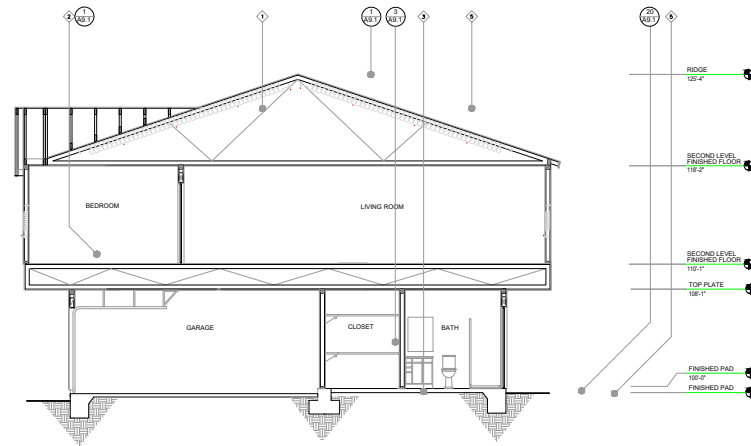
DATE: 4/28/21
ADDRESS: TBD
OXNARD, CA

SECTIONS
PORTOFINO PL. & FIFTH STREET, OXNARD CA

SHEET NUMBER
A 9.0



SECTION D



SECTION E

SECTION NOTES

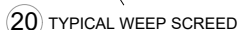
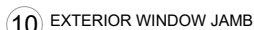
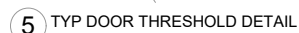
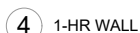
ALL ELEVATION HEIGHTS INDICATED ON DRAWINGS ARE IN CONJUNCTION WITH 102'-0" BENCHMARK ELEVATION INDICATED ON FLOOR PLANS.

- 1 ROOF SYSTEM:
TRIC THERMOPLASTIC POLYOLEFIN
SYSTEM APPLIED OVER 1/4" OSB. USE
ONLY 4x8 APPROVED SYSTEM APPLIED
OVER 1/4" OSB. USE ONLY 4x8 APPROVED
ADHESIVES, SEAM WELDS AND FASTENERS
(TYP. THROUGHOUT)
OVER ENGINEER SPECIFIED SHEATHING
OVER PRE MANUFACTURED TRUSS SYSTEM
- 2 TYPICAL EXTERIOR WALL SYSTEM:
SMOOTH STUCCO
w/ PAPERBACKED WIRE LATH
w/ PLYWOOD SHEATHING (SEE STRUC. PLANS)
w/ 2x4 FRAMED STUDS @ 16" O.C. w/ R-19 BATT INS.
ON BLOWN CELLULOSE @ 16" O.C. w/ R-19 BATT INS.
w/ DBL TOP PLATE
w/ P.T. OR REDWOOD SILL w/ 5/8" GYP SD @ INTERIOR SIDE
- 3 TYPICAL SLAB FLOOR SYSTEM:
4" CONG. SLAB (TYPICAL 6 IN.)
w/ 4" EPS SUBGRADE PER SOILS REPORT. (SEE STRUC. PLANS)
(SLOPE SLAB 1/4" PER FT @ GARAGE AND PATIO SLABS.)
- 4 FINISHED GRADE
- 5 MBGI CURVED BATTENLOK STANDING SEAM METAL ROOFING SYSTEM
CHARCOAL GREY
OVER ENGINEER SPECIFIED SHEATHING
OVER PRE MANUFACTURED TRUSS SYSTEM

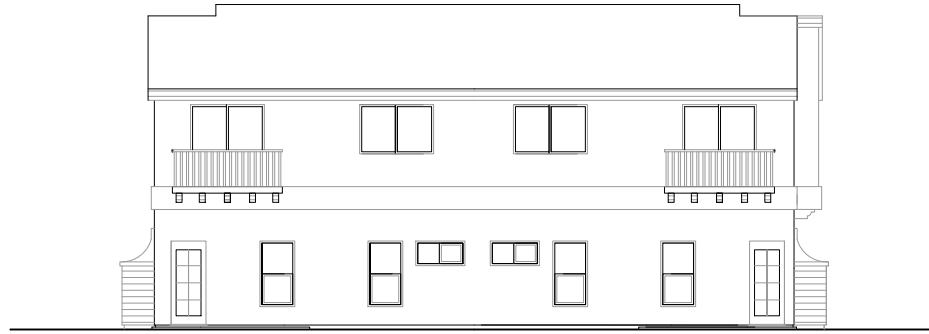
DATE: 4/28/21
ADDRESS: TBD
OXNARD, CA

SECTIONS
PORTOFINO PL. & FIFTH STREET, OXNARD CA

SHEET NUMBER
A 9.1



SHEET NUMBER
A 9.2



REAR ELEVATION



LEFT SIDE ELEVATION



RIGHT SIDE ELEVATION



STREET ELEVATION

DATE: 4/28/21
ADDRESS: 150
OXNARD, CA

COLOR SCHEME ELEVATIONS
PORTOFINO PL. & FIFTH STREET, OXNARD CA

SHEET NUMBER
A 10.0



PLANT	PLANT NAME	QUANTITY	SIZE	WATER USE (Region 4)
	ELUCURION CHAMAEDORIS "PROSTRATA"	80	1 GAL.	LOW
	CELEBRUM GEMMENDERS	438	1 GAL.	LOW
	PELLAGRONIA BIDDIES	201	1 GAL.	LOW
	CALYPTROSEBI GERANIUM	78	5 GAL.	LOW
	RELICTOTRICHON SEMPERVIRENS	142	5 GAL.	LOW
	ELUCURION CHAMAEDORIS "PROSTRATA"	224	1 GAL.	LOW
	CELEBRUM GEMMENDERS	223	1 GAL.	LOW
	CELEBRUM GEMMENDERS	322	1 GAL.	LOW
	CELEBRUM GEMMENDERS	322	1 GAL.	LOW
	CELEBRUM GEMMENDERS	186	5 GAL.	LOW
	CELEBRUM GEMMENDERS	160	5 GAL.	LOW
	CELEBRUM GEMMENDERS	104	5 GAL.	LOW
	CELEBRUM GEMMENDERS	172	1 GAL.	LOW
	CELEBRUM GEMMENDERS	20	20	LOW
	CELEBRUM GEMMENDERS	149	5 GAL.	LOW
	CELEBRUM GEMMENDERS	181	5 GAL.	LOW
	CELEBRUM GEMMENDERS	198	5 GAL.	LOW
	CELEBRUM GEMMENDERS	39	5 GAL.	LOW
	CELEBRUM GEMMENDERS	51	5 GAL.	LOW
	CELEBRUM GEMMENDERS	10	5 GAL.	LOW
	CELEBRUM GEMMENDERS	54	5 GAL.	LOW
	CELEBRUM GEMMENDERS	9	5 GAL.	LOW
	CELEBRUM GEMMENDERS	32	5 GAL.	LOW
	CELEBRUM GEMMENDERS			
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	CELEBRUM GEMMENDERS			

	SHREDDED REDWOOD BARK MULCH, 3" DEEP LAYER WITH PRE-EMERGENT HERBICIDE, 30/123 S.F. OF LANDSCAPE AREA
	PHYLLA NODIFLORA KURAPALI PLANT AT 1" O.C. FROM FLATS. WITH PRE-EMERGENT HERBICIDE, 43/4 S.F. OF LANDSCAPE AREA
	2" THICK POROUS DECOMPOSED GRANITE (D.G.) PAVING. WITH WEED BARRIER
	INSTALL 1 1/2" POROUS CRUSHED GRANITE GRAVEL, 2" DEEP LAYER WITH WEED BARRIER
	SOD LAWN 2,328 S.F. OF LANDSCAPE AREA



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LANDSCAPE ARCHITECT

CASEY J PATTERSON
LANDSCAPE ARCHITECT
10659 REALITO AVENUE,
ATASCADERO, CALIFORNIA 93422
805.466.7629

TITLE A COLOR PLANTING PLAN

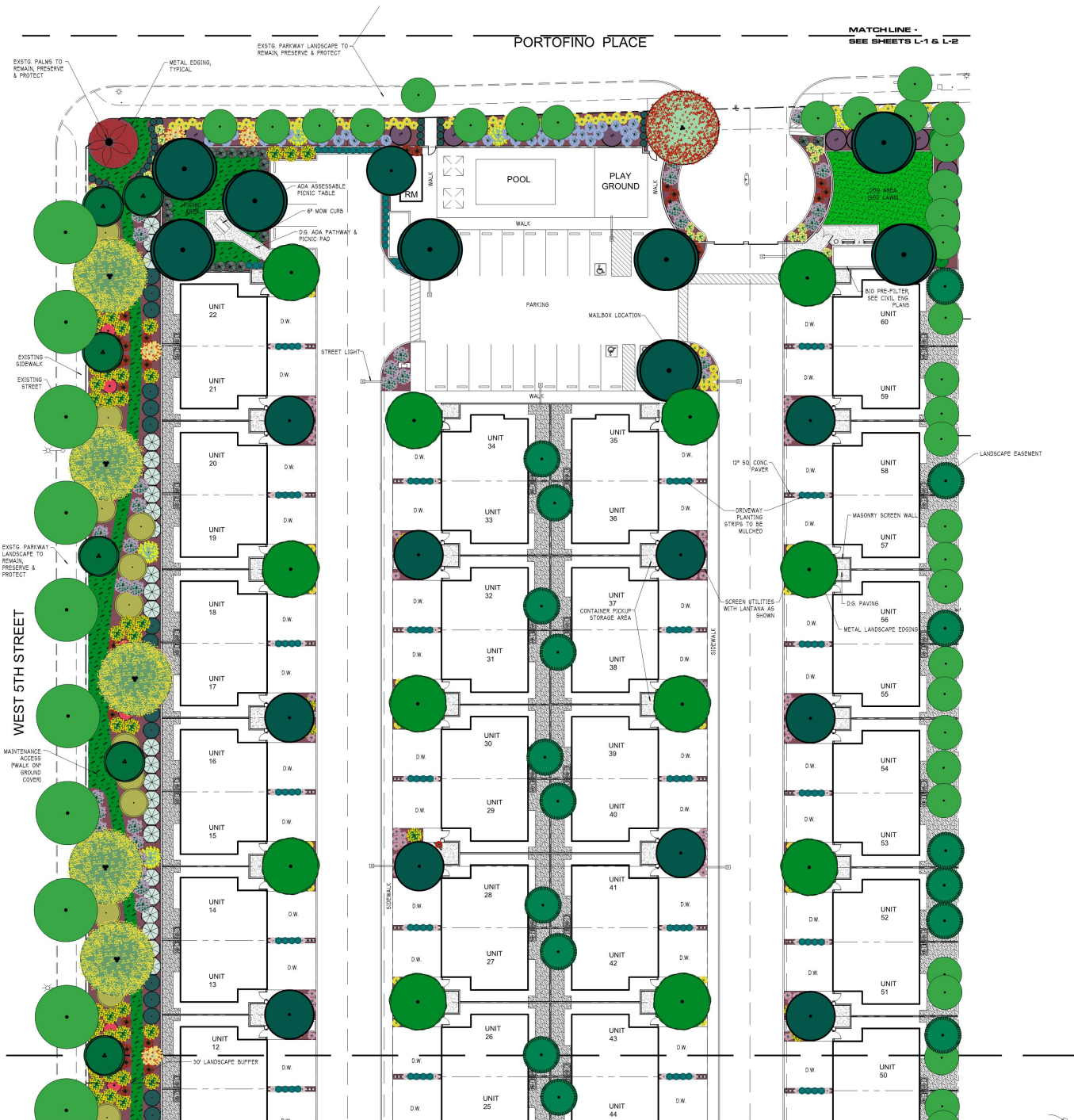
PROJECT PORTOFINO PLACE
3400 BLOCK, WEST FIFTH STREET
OXNARD, CA

DESIGNER # 11 15 (C)
APR 94 185-05

1"=16'-0"

DATE:

SHEET NO.
L-1
(1 of 3)

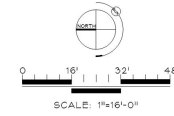


GROUND COVERS

SHREDDED REDWOOD BARK MULCH, 3" DEEP LAYER WITH PRE-EMERGENT HERBICIDE, 30,125 S.F. OF LANDSCAPE AREA
PHYLLA NODIFLORA (KURAPAL) PLANT AT 12" O.C. FROM PLATS
APPLY PRE-EMERGENT HERBICIDE, 4,014 S.F. OF LANDSCAPE AREA
2" THICK, POROUS DECOMPOSED GRANITE (D.G.) PAVING WITH WEED BARRIER
1/2" TALL, 1/2" POROUS CRUSHED GRANITE GRAVEL, 2" DEEP LAYER WITH WEED BARRIER
600 LAWN
2,329 S.F. OF LANDSCAPE AREA

PLANTING PLAN

NOTE: SEE SHEET L-1 FOR PLANT SYMBOL LEGEND



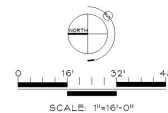
DATE	
DESIGNED BY	
CHECKED BY	
DATE	



CASEY J. PATTERSON
LANDSCAPE ARCHITECT
ATASCADERO, CALIFORNIA 94422
805.466.7629



FILE	A COLOR PLANTING PLAN
PROJECT	PORTOFINO PLACE 3000 WEST FIFTH STREET ONNARD, CA
PROJECT #	18-02-271-020-206 & 18-02-271-020-207
DATE	12/20/21
JOB NO.	
SHEET NO.	L-2 (2 of 3)



NOTE: SEE SHEET L-1 FOR PLANT SYMBOL LEGEND

	SHREDED REDWOOD BARK MULCH, 3" DEEP LAYER WITH PRE-EMERGENT HERBICIDE. 30,123 S.F. OF LANDSCAPE AREA)
	PHYLLOPODIUM KURAPIA PLANT AT 12" O.C. FROM FLATS APPLY PRE-EMERGENT HERBICIDE. 4,314 S.F. OF LANDSCAPE AREA)
	2" THICK, POROUS DECOMPOSED GRANITE (D.G.) PAVING WITH WEED BARRIER.
	INSTALL 1/2" POROUS CRUSHED GRANITE GRAVEL, 2" DEEP LAYER WITH WEED BARRIER.
	SOD LAWN 4,314 S.F. OF LANDSCAPE AREA)



SHEET NO.
L-3
(3 of 3)

ATTACHMENT E - City of Oxnard 2030 General Plan Consistency Analysis

Portofino Place

January 18, 2022 City Council

Level I: Direct Applicability to a Proposed Policy, Project or Program

Level II: Related or Indirect Applicability to the Proposed Policy, Project, or Program

Level III: No or Distance Applicability to the Proposed Policy, Project, or Program.

All policies not listed are designated as Level III are deemed consistent with the 2030 General Plan.

General Plan Chapter Abbreviations Chapter:

SC: Sustainable Community	2
CD: Community Development	3
ICS: Infrastructure and Community Services	4
ER: Environmental Resources	5
SH: Safety and Hazards	6
MC: Military Compatibility	7
HE: 2013-2021 Mid-Cycle Housing Element	8

2030 General Plan		Level I	Level II	Rationale
Policy SC-3.1	New Residential Development Encourage incorporation of passive and active energy and resources conservation design and devices in new residential development and substantial remodels and/or expansions.		X	State "Green Building Energy Code" applies to all development and either requires, or requires that new residential structures be designed to accommodate, passive energy, solar panels, and natural ventilation features. Solar panels are included in the project.
Policy SC-3.8	Require Use of Passive Energy Conservation Design As part of the City and Community EAP's, require the use of passive energy conservation by building material massing, orientation, landscape shading, materials, and other techniques as part of the design of local buildings, where feasible.		X	
Policy SC-3.9	Promote Voluntary Incentive Programs Promote voluntary participation in incentive programs to increase the use of solar photovoltaic systems in new and existing residential, commercial, institutional and public buildings, including continued participation in the Ventura County Regional Energy Alliance (VCREA).		X	
Policy SC-3.12	Encourage Natural Ventilation Review and revise applicable planning and building policies and regulations to promote use of natural ventilation in new construction and major additions or remodeling consistent with Oxnard's temperate climate.		X	

Policy CD-1.4	<i>Transportation Choices</i> Promote the application of land use and community designs that provide residents with the opportunity for a variety of transportation choices (pedestrian, bicycle, transit, automobile).	X		Project conditioned to install curbside bus stop on the southeast corner of Fifth Street.
Policy CD-1.5	<i>Housing Variety</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.	X		Project has 6 different floor plans with 45 units having 2 bedrooms and 45 units having 3 bedrooms.
Policy CD-1.6	<i>Public Facilities</i> Enhance resident quality of life by providing adequate space for schools, libraries, parks and recreation areas, as well as space for the expansion of public facilities to support the community's vision.		X	Project site has a pedestrian connection to the shopping center located to the west of the project site at the corner of Fifth St. and Victoria Ave. The Southwest Park is located directly east of the project site. Juan Lagunas Soria Elementary School is located adjacent to the project site.
Policy CD-1.7	<i>Compact Development</i> Promote the use of development patterns that are more compactly built and use space in an efficient aesthetic manner as part of the community vision.		X	Project utilizes the entire parcel and has incorporated storm water retention.
Policy CD-3.1	<i>Neighborhood Preservation</i> Protect existing residential neighborhoods from the encroachment of incompatible activities and land uses as determined through environmental review and/or determination by the Planning Commission.	X		The project retains access to adjoining residential and commercial properties and site design creates compatible transition to adjoining residential and commercial uses.
Policy CD-2.1	<i>General Plan/Zoning Consistency</i> Amend the zoning code, zoning map, Coastal Land Use Program, and other land use regulations to make them consistency with the adopted and/or subsequently amended 2030	X		With approval of the General Plan Amendment and Zone Change the

	General Plan			project will be consistent with the 2030 General Plan and City's City Code (Zoning Ordinance).
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Policy CD-3.3	<i>Innovative Redevelopment</i> Promote innovative design flexibility and possibly different residential densities in public and public/private redevelopment within existing neighborhoods through the use of alternative performance-oriented development standards, alternative development designs, development agreements, specific plans, mixed uses, and other development and planning techniques.	X		The project is designed to meet City Council Resolution No. 7658 with the exception of designing individual outdoor patios with the minimum dimensions of 10 feet by 10 feet which yields 100 square feet of land area. However, the land area of the project's private patios ranges from 450 to 1,530 square feet which exceeds the minimum land area of 100 square feet provided by private patios designed under City Council Resolution No. 7658.
Policy CD-8.1	<i>Limiting Development</i> Continue to limit development to those areas that can be served by existing or planned utilities, transportation, and service systems.	X		Project will be served by existing utilities with minimal impacts on City infrastructure and services.
Policy CD-8.2	<i>Services</i> Continue to ensure that public services and facilities are in place at the time of need or prior to the time new development occurs in order to avoid overloading existing urban service systems.	X		
Policy CD-8.5	<i>Impact Mitigation</i> Ensure that new development avoids or mitigates impacts on air quality, traffic congestion, noise, and environmental resources to the maximum extent feasible.	X		Addendum MND 2004-11 that the project would not

				have a significant impact if the mitigation measures described in the Addendum MND were incorporated into the project. Mitigation measures have been incorporated into the project Resolutions.
Policy CD-9.1	<i>Neighborhood Identity</i> Recognize, preserve, and improve the visual identity and character of existing neighborhoods. Infill development shall respect historic structures and be of compatible scale and character with historic areas.	X		Project is adjacent to existing residential subdivisions with similar density. There are no historic areas or resources on the project site or in the immediate vicinity.
Policy CD-10.1	<i>Human-Scale Development</i> In the evaluation of development proposals, require urban development on a human scale, by emphasizing the pedestrian experience over the movement and storage of vehicles.	X		Landscaped walkways,, play ground, and a recreational building designed to offer fitness options for residents. quality pedestrian areas. The majority of visitor parking will be contained within the individual unit's driveways with only 42 surface parking spaces integrated within the project site.

Policy CD-10.2	<i>Neighborhood Themes</i> In the evaluation of development proposals, require neighborhood themes and principles of design, such as neotraditional town planning, which include central parks, schools, and community and commercial facilities, strong pedestrian orientation and de-emphasis of automobile related elements in new development projects.	X		In addition to the R-2 development standards, City Council Resolution No. 7658 provides advisory standards that are intended to encourage amenities that enhance the livability of condominiums but are not mandatory. The proposed project complies with all of the advisory standards with the exception of the required dimensions for private patios. The project was designed to be similar to the neighboring communities with similar density.
Policy CD14.1	<i>Design Review Process</i> In the evaluation of development proposals, continue to ensure that public and private development projects comply with City design policies, plans, and guidelines.	X		Project was reviewed by the Development Advisory Committee that includes an architect and landscape architect on contract with the City. The applicant received public comments at a City Workshop where the applicant mailed notices of the Community Workshop meeting to all property owners within the Seaview Estates neighborhood.

Policy CD-14.2	<i>Development Advisory Committee (DAC) Function</i> Continue to require that a staff Development Advisory Committee review new development projects for consistency with the City's development policies and appropriateness for the proposed sites.	X		Project was reviewed by the Development Advisory Committee on three occasions and the current plan reflects the input provided by DAC.
Policy ICS-1.1	<i>Maintain Existing Service Levels</i> Maintain the high priority of providing services to residents and visitors, and prevent deterioration of existing service levels.		X	Project will be connected to and served by existing utilities with minimal impacts on City infrastructure.
Policy ICS-1.2	<i>Development Impacts to Existing Infrastructure</i> Review development proposals for their impacts on infrastructure (i.e., 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.	X		The project will pay a range of impact fees to the City, County, and school districts for various public facilities.
Policy ICS-1.3	<i>Funding for Public Facilities</i> Continue to utilize developer fees, public facilities fees, and other methods (i.e., grant funding or assessment districts) to finance public facility design, construction, operation, and maintenance.		X	
Policy ICS-1.4	<i>Infrastructure Conditions of Approval</i> New development should not be approved unless: • The applicant demonstrates adequate public services and facilities are available; • Infrastructure improvements incorporate a range of feasible measures that can be implemented to reduce all public safety and/or environmental impacts associated with the construction, operation, or maintenance of any required improvement; • Infrastructure improvements are consistent with City infrastructure master plans; and • Require infrastructure expansion needed for future development to be self-funding so current residents do not subsidize infrastructure needed for future growth.	X		Project will be connected to and served by existing utilities with minimal impacts on City infrastructure.
Policy ICS-2.6	<i>Reduction of Construction Impacts</i> Minimize and monitor traffic and parking issues associated with construction activities, require additional traffic lanes and/or other traffic improvements for ingress and egress for new developments for traffic and safety reason, where appropriate.	X		The Addendum to MND 2004-11 determined that project, similar to the original project analyzed by MND 2004-11 will not

				significantly impact levels of service at study intersections.
Policy ICS-8.3	<i>Completing Bicycle and Sidewalk Network</i> Prioritize plans for bicycle and pedestrian facilities that provide continuity, and close gaps in the city's existing bike path and sidewalk network.		X	The project will have Gold Coast Transit bus service. The project is conditioned to install curbside bus stop on the southeast corner of Fifth Street. The 30-foot scenic setback enhances the existing Fifth Street public sidewalk. All ADA requirements are provided.
Policy ICS-8.4	<i>New Development Requires Bicycle Improvements</i> Where designated, require proposed developments to include bicycle paths and / or lanes in their plan and to clearly indicate possible bicycling hazards such as speed bumps and storm drain inlet grates in parking lots.	X		
Policy ICS-8.5	<i>Public Sidewalks and Pedestrian Orientation</i> Consider and require where appropriate and feasible the enhancement of the pedestrian environmental as part of private development and public works projects, especially for public sidewalks.	X		
Policy ICS-8.6	<i>Americans with Disability Act (ADA) Handicap Requirements</i> Require installation of ADA compliant handicapped ramp curb-cuts and other ADA access with all new roadway construction and significant reconstruction of existing roadways, parking lots, plazas and pedestrian area, and parks.	X		
Policy ICS-9.2	<i>Development Has Adequate Parking</i> Review development proposals to encourage shared parking use and ensure adverse parking impacts are minimized or avoided.	X		The project provides more than the required parking as stipulated in the Oxnard City Code.
Policy ICS-10.2	<i>Oxnard Airport Compatible Land Use</i> <i>Continue to ensure that the land use and zoning adjacent to Oxnard Airport is compatible in order to minimize potential noise and safety problems.</i>	X		The project site is within the Oxnard Airport Sphere of Influence, which limits the structural coverage to 25 percent. The proposed project is designed to not exceed the 25 percent allowable site

				coverage. Additionally, the modified project would be required to implement Mitigation Measures G-1 and G-2 of the 2004 MND to avoid conflicts with airport compatibility requirements by providing necessary buffers as well as filing with and undergoing review by the Federal Aviation Administration. With implementation of Mitigation Measures G-2 and K-1 from the 2004 MND and compliance with applicable regulations, the modified project would not result in new or substantially more severe significant impacts associated with applicable land use, habitat conservation, or natural community conservation plans, or dividing an established community.
Policy ICS-11.7	<i>Water Wise Landscapes</i> Promote water conservation in landscaping for public facilities and streetscapes, residential, commercial and industrial facilities and require new developments to incorporate water conserving fixtures (low water usage) and water-efficient plants into new landscaping.	X		Project landscaping is conditioned to meet the City and State water-conservation requirements.

Policy ICS-11.10	<i>Water Supply Finding for Smaller Projects</i> Prior to approval of a discretionary proposed project not subject to a Water Supply Assessment pursuant to GC Section 66473.7, a finding shall be made ensure an adequate water supply for the proposed development.	X		Project would require less water than the light industrial uses currently allowed under the Business Research Park zoning.
Policy ICS-13.3	<i>Stormwater Detention Basins</i> Design stormwater detention basins to ensure public safety, to be either visually attractive or unobtrusive, provide temporary or permanent wildlife habitats, and recreational uses where feasible in light of safety concerns.	X		Project meets the City's stormwater requirements and incorporates LID features.
Policy ICS-13.4	<i>Low Impact Development</i> Incorporate low impact development (LID) alternatives for stormwater quality control into development requirements. LID alternatives include: (1) conserving natural areas and reducing imperviousness, (2) runoff storage, (3) hydro-modification (to mimic pre-development runoff volume and flow rate), and (4) public education.	X		
Policy ICS-14.3	<i>New Development Requirements</i> Continue to require developers and operators to employ practices that reduce the quantities of waste generated and promote resource recovery during construction, demolition, and operation.	X		Standard conditions of approval require compliance with City and State refuse recycling.
Policy ICS-17.4	<i>Service Extension</i> Coordinate with gas and electricity providers for the extension of gas and electrical facilities.	X		SCE and the Gas Company are included in the project review process.
Policy ICS-17.5	<i>Undergrounding of Utility Lines</i> Require undergrounding of utility lines in new development, except where it is not feasible due to electrical transmission load or other operational issues.	X		

Policy ICS-19.2	<i>Police Review of Development Projects</i> Continue to require the Police Department review proposed development projects and provide recommendations that enhance public safety.	X		The Oxnard Police Department reviewed and conditioned the project. Capital Project fees and property taxes contribute to maintenance and development of Police Department facilities and services.
Policy ICS-19.5	<i>Incorporating Security Design Principles</i> Encourage crime prevention and defensible space through design principles such as those employed through the National Crime Prevention Through Environmental Design program, Neighborhood Watch Program, and/or other appropriate methods to enhance public safety.	X		

Policy ICS-19.7	<i>New Development</i> Require new developments to fund a fair share extension of police services to maintain service standards, including personnel and capital improvement costs.	X		
Policy ICS-20.5	<i>Fire Services to New Development</i> Require new developments to fund a fair share extension of fire services to maintain service standards, including personnel and capital improvements costs.	X		The Oxnard Fire Department reviewed and conditioned the project. Capital Project fees and property taxes contribute to maintenance and development of Police Department facilities and services.
Policy ICS-20.7	<i>Adherence to City Standards</i> Ensure that water main size, water flow, fire hydrant spacing, and other fire facilities meet City standards.	X		
Policy ICS-20.8	<i>Development Review</i> Review new development applications to assess potential impacts to existing fire protection services and the need for additional and expanded services.	X		
Policy ICS-20.10	<i>Adequate Emergency Access and Routes</i> Require that new development provide adequate access for emergency vehicles, particularly firefighting equipment, and evacuation routes, as appropriate.	X		
Policy ER-6.1	<i>Incorporate Views in New Development</i> Preserve important public views and viewsheds by ensuring that the scale, bulk and setback of new development does not significantly impede or disrupt them and ensure that important vistas and view corridors are enhanced. Require development to provide physical breaks to allow views into these vistas and view corridors.	X		The 30 ft. setback along Fifth Street complies with the designation of Fifth Street as a scenic corridor.
Policy ER-6.6	<i>New Development Private Open Space</i> Ensure that new development incorporates open space areas that provide community and neighborhood identity, private quality exterior private open space for each housing unit, and minimize conflicting land uses and noise generators.	X		Project incorporates walkways, playground area, 3,281 recreation building inclusive of a gym, and a common swimming pool that are located away from Fifth Street traffic noise.
Policy ER-10.1	<i>Promote use of Native and Water Wise Plants</i> Promote the development of a native, drought-tolerant landscape character throughout the City that re-enforces a unified and cohesive landscape character and discourage plants that are invasive or problematic in other ways as determined by the City's landscape architect.	X		Project is conditioned to comply with City landscape standards that incorporate state requirements to be drought tolerant.

Policy ER-11.3	<i>Development Applicants to Conduct Research</i> Continue to require project applicants to have a qualified archaeologist conduct a record search at the South Central Coast Information Center located at California State University Fullerton and other appropriate historical repositories, conduct field surveys where appropriate, and prepare technical reports, where appropriate, meeting California Office of Historic Preservation Standards (Archaeological Resource Management Reports) prior to project approval.	X		Addendum for MND 2004-11 determined that the project would not have a significant impact if the mitigation measures described in the 2004 MND were incorporated into the project. The mitigation measures have been incorporated into the project's conditions of approval.
Policy ER-11.7	<i>Native American Remains</i> Continue to comply with State laws relating to the disposition of Native American burials consistent with the CEQA Guidelines (Section 15064.5) if human remains of possible Native American origin are discovered during project construction.		X	
Policy ER-14.4	<i>Emission Control Devices</i> Require all construction equipment to be maintained and tuned to meet appropriate EPA, CARB, and VCAPCD emissions requirements and when new emission control devices or operational modifications are found to be effective, such devices or operational modifications are required on construction equipment.	X		
Policy ER-14.6	<i>Minimizing Dust and Air Emissions through Permitting Requirements</i> Continue to require mitigation measures as a condition of obtaining building or use permits to minimize dust and air emissions impacts from construction.	X		
Policy ER-14.7	<i>Mitigation Monitoring</i> Ensure that projects with identified air quality impacts in their respective EIRs are subject to effective mitigation monitoring as required by AB 3180.	X		
Policy SH-1.1	<i>Minimize Liquefaction Risk</i> Ensure that structures for human occupancy are only constructed or placed on a potential liquefaction site if the approved geological report shows that an acceptable hazard risk would be created and/or required mitigation measures are met.	X		Addendum for MND 2004-11 determined that the project would not have a significant impact if the mitigation measures described in the 2004 MND were incorporated into the project. The mitigation
Policy SH-1.3	<i>Building Code Standards</i> Require that all new buildings and alterations to existing buildings be built according to the seismic requirements adopted within the most current City of Oxnard Building Code, or its adopted equivalent.	X		
Policy SH-1.4	<i>Soil, Geologic, and Structural Evaluation Reports</i> Require that adequate soils, and geologic and structural evaluation reports be prepared by registered soils engineers, engineering geologists, and/or structural engineers, as appropriate, for applicable development.	X		

Policy SH-1.5	<i>Required Geologic Reports</i> Continue to require the submission of a geological report for proposed development located in a potential liquefaction area.	X		measures have been incorporated into the project's conditions of approval.
Policy SH-1.7	<i>Soil Investigations</i> Continue to require a complete site-specific soils investigation that addresses liquefaction and compressible soil characteristics and identifies construction techniques or other mitigation measures to prevent significant impacts upon the proposed development.	X		

Policy SH-5.3	<i>Sound Attenuation Measures</i> Promote, where feasible, alternative sound attenuation measures such as berms, heavy landscaping, resurfacing of noise walls to promote noise absorption as well as deflection, berms and landscaping, or location of buildings away from the roadway or other noise sources.	X		
Policy SH-6.2	<i>Limiting Construction Activities</i> Continue to limit construction activities to the hours of 7 am to 7pm, Monday through Saturday. No construction shall occur after hours, on Sundays, or national holidays without permission from the City.	X		
Policy SH-6.4	<i>New Development Noise Compatibility</i> Require that proposed development projects not generate more noise than that classified as "satisfactory" based on CEQA Thresholds of significance on nearby property.	X		
Policy SH-6.13	<i>Noise Acceptable for Open Windows and Patios</i> Continue to require noise analysis of proposed development projects as part of the environmental review process and require mitigation measures to reduce noise impacts to acceptable levels within outside activity areas and within residential structures without relying on mechanical ventilation, if feasible.	X		
Policy MC-4.4	<i>Affordable Housing</i> Promote the availability and development of off-base affordable housing to meet the needs of the military personnel and their families.	X		A condition of approval requires noticing Naval Base Ventura County Housing Service Center of the project and its anticipated sales prices.
Housing Element Policy G-2.3	<i>Adequate Infrastructure</i> Ensure that residential development sites have appropriate and adequate public and private services and facilities, including wastewater collection and treatment, potable and recycled water supply, utilities, parks, schools, and other neighborhood infrastructure.	X		Project will be connected to and served by existing utilities with minimal

				impacts on City infrastructure.
Housing Element Policy G-2.8	<i>Local Preference for Affordable Units</i> Require, when possible, by development agreement or condition of approval, local resident/worker preference for projects which include affordable housing units, density bonus units, and/or units utilizing Federal, State, or local funding.	X		A condition of approval requires an early advertisement to local residents in compliance with fair housing law.
Housing Element Policy G-5.6	<i>Adjusting Project Development Fees</i> Continue to consider alternative sources for and/or deferment of development impact and project reviews fees to enhance the financial feasibility of affordable projects, including the use of Affordable Housing Agreements.	X		The applicants paid all applicable fees under regular procedures.

Attachment J

Portofino Place Zoning ComplianceTable

90 CONDOMINIUM UNIT PROJECT

DEVELOPMENT STANDARDS FOR RESIDENTIAL USE: APPLY R-2 'MULTIPLE-FAMILY STANDARDS			
DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	COMPLIES?
Max. building height (16-137)	2 stories at 25 ft.	Residential Units and Recreational Building designed at maximum 25 feet high	YES
Density (16-59)	1 unit /3,500 lot area = 94 units on 7.39 acres	90 Units	YES
Front yard setback 16-142, 16-60	25 ft from property line; 30 ft when abutting designated scenic corridors, per General Plan Policy CD-9.4. West 5th Street is identified as a Scenic Highway (Background Report, Section 5.3.2).	30 ft from Fifth Street measured from ultimate property line	YES
Side yard setback 16-142, 16-61	25% of depth of residential lot area not to be less than 3 feet and not to exceed 5 feet)	east side = 15 ft west side = 15 ft	YES
Rear yard setback 16-142, 16-62	16 feet (25% depth of residential lot area)	16'-3"	YES
Interior yard space 16-142, 16-63	30% of lot area, with min. dimension of 15 ft x 15 ft. May not include vehicle parking or circulation areas. 321,908 sf x 30% = 96,572.4 sf	Interior yard space of 115,024 sf = 34%	YES

Attachment J

Portofino Place Zoning ComplianceTable

Off-street parking: Residents (16-622) Visitor (16-622)	<u>Code-required parking</u> 90 x 2-car garage = 180 garage Visitor = 30 +60*0.5 = 60 visitor Total Required = 180 + 60 = 240 spaces	Project includes: 180 resident garage spaces 180 visitor surface spaces (driveways) 0 motorcycle spaces <u>34</u> parking lot visitor spaces 214 visitor spaces total Total: 394 parking spaces No tandem spaces proposed. No compact spaces proposed	YES
Motorcycle (16-264) Bicycle (16-623, 16-637 & Bicycle and Pedestrian Facilities Master Plan, Appendix pg. A-38)	No motorcycle spaces required Bicycle (per Bicycle & Ped. Master Plan, Appx pg. A-38), 0.05 spaces/bedroom, min. 2 spaces. 225 bedrooms x 0.05 = 11.25	0 Motorcycle Spaces provided 8 bicycle spaces provided. Project conditioned to provide 12 bicycle parking spaces	YES YES, AS CONDITIONED
Parking space sizes & design: Standard (16-636 & 16-638)	Full Size: 9 ft W x 19 ft L May overhang walkway provided 48 inch walkway unobstructed, may overhang 2 ft over landscape if planter min. 5 ft [16-616(C)] Compact: 8 ft W x 16 ft L; Max 25% of spaces w/admin relief Motorcycle: 4.5 ft W x 7 ft L	Standard Parking = 20 ft x 20 ft garage spaces & driveways. No compact spaces provided. No Motorcycle spaces provided	YES N/A N/A
Rooftop equipment	May not protrude above height of parapet.	No rooftop equipment proposed.	YES, AS CONDITIONED

Attachment J

Portofino Place Zoning ComplianceTable

Walls/Fences & Zone Wall (16-310)	<u>Front:</u> No fence or wall permitted in front setback. No chain link in front yard. <u>Side & Rear:</u> 8 ft maximum	6 ft wrought iron fence & 6 ft slumpstone walls with caps surrounding development, not within front setback	YES
Lighting (16-320)	Comply with Section 16-320 of the City Code. • Max 7 footcandles • A light source shall not shine upon any surface other than the area required to be lighted. • Parking lot fixtures shall be mounted on reinforced concrete pedestals or otherwise protected.	Partial Lighting Plan provided (Sheet L-03) for parking lots, walkways, drive aisles, open spaces: 25 ft pole height (pole is 22.5 ft and the base is 2.5 ft)	YES, w/condition for photometric review

RESOLUTION NO. 7658

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
ADOPTING ADVISORY STANDARDS FOR NEW RESIDENTIAL CONDOMINIUMS.

WHEREAS, the City Council of the City of Oxnard has considered standards for new residential condominiums; and

WHEREAS, said condominium standards are necessary for the promotion of high quality residential development and for the provision of safe and suitable housing for single family ownership within the City of Oxnard.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Oxnard adopts advisory standards for new residential condominiums to read as follows:

ADVISORY STANDARDS FOR NEW RESIDENTIAL CONDOMINIUMS

As permanent urban housing, the design of condominiums should go beyond simply satisfying the need for shelter. Residential condominiums should be designed with a high regard for amenities that enhance livability and a sense of belonging. The provision of amenities can be achieved through creative and innovative design and orchestration of all standards included herein to promote a residential development of the highest quality.

These standards are advisory rather than mandatory, but they will be used to evaluate condominium projects submitted for approval pursuant to Section 34-112.2. Where the condominium development consists of townhouses, built on individual lots that are contiguous with a parcel that is owned in common, the standards included in the report "Cluster Subdivisions and Single Family Townhouses" (Planning Department, City of Oxnard, August, 1971) will also be applied. Design features of critical concern include, but shall not be limited to, the following:

1. Dwelling Units

The condominium owner, like an owner of a single family residence, requires a housing unit that can accommodate changing household needs over time, including evolution of family size and personal interests. "Efficiency" units and one-bedroom units cannot satisfy these long-term needs.

A. Housing units shall contain no fewer than two separate bedrooms.

B. A housing unit shall not be smaller in area than 1,000 square feet.

Important to any permanent living situation is the resident's need for privacy. Privacy can be achieved through control of one's immediate environment in respect to unwanted physical, visual and audio intrusion. Additionally, housing unit livability is enhanced through proper allocation and separation of living spaces. The following design criteria shall be approved in evaluating privacy of housing units:

A. The arrangement of primary spaces (living, dining, kitchen, bath and bedrooms) and secondary spaces (family/recreation, storage rooms and garages) shall provide for privacy and efficiency.

B. Stacked units shall be allowed except over another unit's garage, with the same sound attenuation and fire protection in accordance with paragraph 1.C.

C. Common walls and floors shall have a sound rating of 52 STC minimum, when field measured, and provide a minimum of two-hour fire resistive protection.

D. Plumbing shall be located within interior walls when at all possible, to minimize plumbing noise. Where this is not possible, all plumbing in common walls shall be wrapped to effectively reduce all noise transmission.

E. Adequate space shall be provided in each unit for a washer, dryer, water heater, and where appropriate, a water softener.

F. Trash enclosures shall be provided at each dwelling if centralized trash receptacles are not provided. The preferred location shall be in the garage. Pickup locations for trash receptacles shall be situated to allow collection vehicles to circulate continuously and not back up or make "Y" turns.

The number of units grouped together and overall densities shall be prescribed in the Oxnard General Plan, Section 34 of the Oxnard City Code (according to zone), Specific Area Plans, and the Local Coastal Program.

2. Parking

The standards for condominium parking shall be the same as the parking standards prescribed in Ordinance No. 1705, including the following:

- A. Parking at a ratio of two spaces in a garage per dwelling unit shall be provided. The preferred location shall be directly adjacent to the unit served, but in no case further than 50 feet from the unit served.
- B. Visitor parking spaces shall be provided at a ratio of one space per dwelling unit. The location of visitor parking should be convenient to all units and not further than 100 feet from any unit.
- C. When recreational vehicle parking is to be provided, it shall be provided at a ratio of one space per ten dwelling units. If parking for recreational vehicles is not to be provided, then the parking of such vehicles shall be prohibited by deed restriction.

3. Private Patios

It is felt that access to private outdoor areas, as an extension of indoor living areas, enhances residential livability. Therefore, each housing unit shall include private outdoor patio area(s) in the form of ground level patio(s) or upper story balconies, if directly accessible from a habitable room.

The following criteria shall be applied in the design of private outdoor patio areas to insure maximum usability:

- A. All ground level units of one or two stories shall have a ground level patio.
- B. Minimum outdoor patio area size requirements shall be as follows:
 - (1) Private patio areas shall not be less than 20 percent of gross floor area of the residence served.
 - (2) Where a required patio area is less than 200 square feet, the requirement shall be satisfied with one patio or balcony.

- (3) Where a required patio exceeds 200 square feet, the requirement may be satisfied by two or more patio areas, provided that one of the patio areas does not measure less than ten feet in any dimension, and that second story balconies shall not be less than ten feet by ten feet.
- C. Patio areas shall be immediately adjacent and directly accessible to the unit served.
- D. Upper-story balconies shall be situated to minimize overlooking adjacent patio areas.
- E. All interior light standards adjacent to private patio areas shall be no more than six feet in height, except where the lighting serves formal recreation facilities, in which case lighting shall be located so as not to intrude into private patio areas.
- F. Private patio areas should be situated adjacent to common open areas, as opposed to common parking areas or streets.

4. Common Areas

Common areas are an important part of the condominium development, in that they provide areas for open space, internal pedestrian circulation, informal and formal recreation, and separation of buildings for free air movement, sunlight and visual amenity. The provision of common areas for these purposes in a multi-family development is held to be both desirable and necessary.

- A. Condominium developments of twelve or more units shall provide areas for formal and informal recreation for adults, and if appropriate, children.

- (1) Formal recreational facilities shall include, but are not limited to, one or more of the following:

- (a) Swimming pool;
- (b) Jacuzzi/spa;
- (c) Tennis court(s);
- (d) Clubhouse with game room;
- (e) Sauna;
- (f) Barbecues; and
- (g) Picnic tables.

(2) Informal recreational areas, such as lawn area for non-permanent facilities, with minimum dimensions of 45 feet and an area of not less than 3,500 square feet, shall be provided.

(3) Areas shall be provided for children's recreational needs, including, but not limited to, one or more of the following:

- (a) Tot lot;
- (b) Jungle gym;
- (c) Swings; and
- (d) Slides.

B. All common areas shall be maintained by a Homeowners Association.

C. Common recreational facilities shall be situated to minimize noise disturbances to individual dwelling units.

D. Common areas shall be provided with lighting for night use.

E. All common areas shall be landscaped for aesthetics and buffering of private areas.

F. Centralized trash receptacles, when provided in lieu of individual trash receptacles, shall be located no further than 150 feet from the units served.

5. Pathways

Pathways for pedestrian circulation are an obvious requirement of a multi-unit development, but pathways can have a negative impact on the development and diminish livability if not carefully designed.

A. Pathways shall be provided in accordance with Items 4 and 5 of Planning Commission Resolution No. 5607, pertaining to parking standards.

6. Entrances

The multi-family development has three types of entrances, including vehicle/pedestrian entrances to the development, pedestrian entrances to the internal path network from parking areas, and private entrances to residences. Each of these requires special consideration.

A. In order to maximize identity, accessibility and security at unit entrances, the following design criteria shall be applied:

- (1) Major entrances to residences shall be separated from entrances of adjacent units to insure privacy, but they shall not be hidden to preclude casual surveillance.
- (2) Common stairways may be used for access to upper-story units, but landings shall be located to minimize disturbance of individual residences. Enclosed hallways shall not be used for primary access to residences.

7. Landscaping

The landscaping standards for residential condominiums shall be those delineated in Section 34-9.2 of the Oxnard City Code, with the addition of the following:

- A. All common outdoor areas not used for parking or permanent recreational facilities shall be landscaped in accordance with a plan prepared by a licensed Landscape Architect and submitted with or as part of the site plan.
- B. The use of trees, hedges and bushes to screen for privacy and undesirable views shall be encouraged, but such screening shall not be located so that vision in parking areas, interior circulation or common pathways is impaired.

8. Communication and Utility Terminals

To insure the capability of monitoring one's own consumption of resources (water, natural gas, electricity, etc.) and to reduce potential disturbances to neighboring units from servicing utilities, the following considerations shall be applied in the provision and location of communication and utility terminals:

- A. Each residence shall be constructed with separate utility systems and meters. (In order to reduce installation costs, it may be possible to common trench utility wires.)
- B. Individual utility meters, phone panels, mail boxes, and address directories shall be clustered for efficient access to residents and service persons.

9. Circulation

The standards for internal circulation within condominium

developments shall be those stated in Section 34-6 of the Oxnard City Code with the addition of the following:

- A. Private streets shall be 25 feet wide for fire lane purposes, when necessary for direct access to dwelling units.
- B. Interior streets shall be designed in such a manner as to reduce through traffic and paved area.
- C. Where streets change direction, adequate turning radii shall be provided to accommodate moving vans, service and emergency vehicles, and to insure that there are no blind corners.

10. Storage

Multiple family housing typically does not afford storage area for large objects (e.g. bicycles, lawn furniture, tools, etc.) as exists in side and rear yards of single family residences. Therefore, it is necessary to make special provisions for storage areas.

- A. A private storage area shall be provided for each residence, either attached to the residence with access to the outside, in a separate structure, or within the garage. Enlarging the garage to accommodate storage is most desirable.
- B. Ownership of storage areas, when separate from residences or garages, shall be transferred with the residence served when that residence is sold.
- C. Storage areas shall be located immediately adjacent to the unit served, whenever possible, and shall be lighted.
- D. Storage areas shall be completely enclosed, and shall not be less than 225 cu. ft., with a minimum width of four feet.

11. Site Planning

Between the parts of a condominium housing development (individual units, garages, parking, pathways, common areas, recreation facilities and adjacent development), relationships are created that can enhance or diminish residential livability. In order to maximize residential livability, the design of the condominium development shall reflect the following:

- A. The design of the development shall reflect variety in the

relationship of dwelling units to each other in regard to setbacks, building heights, and roof lines (e.g. differing roof levels, staggered setbacks, etc.).

- B. In no case shall the distance between buildings, measured at the ground, be less than the average height of the buildings.

12. Aesthetics

The condominium housing development will work well for residents and be an asset to the community if, in addition to its basic functioning, it is visually pleasing. Therefore, the development shall reflect the following considerations:

- A. The buildings should relate harmoniously to one another and to adjacent development in scale, theme, colors, textures and building materials.
- B. Complete architectural themes shall be encouraged, but architectural facades and discontinuous treatments (roof details, etc.) are to be avoided.
- C. Roof penetration shall be minimized by grouping plumbing vents and ducts together. Where mechanical equipment must be located on the roof, it shall be integrated into the design of the roof and/or screened from view.

13. Energy Efficiency

- A. Energy conservation measures shall be considered as a means of increasing thermal efficiency in the design of housing units and the orientation of buildings, and shall be used in conjunction with the requirements of the State Energy Code.
- B. To this end, building design shall maximize potential for sun exposure through building orientation. Buildings shall not be so close as to substantially limit available sunlight to adjacent buildings.

14. Buffers/Screening

In order to achieve privacy from noise and unwanted views, buffers in the form of fences, walls, wing-walls, staggered entrances, open space, and landscaping shall be provided between residences, groups

of residences, and undesirable abutting land uses.

While fences and walls serve well to screen unwanted views at the ground level, they do not work for higher levels. Trees shall be located to provide visual buffering to units above ground level.

- A. Adequate space shall be allocated for tree planting and shall not be less than 225 square feet.
- B. Trees used for visual screening shall be a minimum of 15 gallon in size, of a type that will grow fairly rapidly to a useful height, be appropriate to the local climate, and require low maintenance, as determined by the Parks Superintendent.
- C. Where noise barriers are recommended and would result in walls over seven feet high, berms or berm/walls should be used, rather than walls only.

15. Security

Personal security, both real and perceived, can be maximized in the condominium development by designing in accordance with the concept of defensible space.

- A. Defensible space shall be achieved in the design of development and shall include mechanical security measures, including lockable entrances, intercoms and buzzers, electric garage door openers, and similar features.

16. Handicap Facilities

Reduction of barriers to free movement is an important consideration in residential condominium developments, since this affects a large proportion of the population, including the very young, the very old and the physically handicapped, as well as persons temporarily handicapped or burdened in daily activities. The design of the condominium development shall, whenever possible, reduce barriers to free movement.

The following criteria shall be reflected in condominium design:

- A. "Barrier-free" design shall be achieved by providing ramps to common facilities, including parking and recreation areas.

B. Elevators shall be provided in buildings of three or more stories, unless the third story is entirely comprised of second levels of residences which have entrances at the second story.

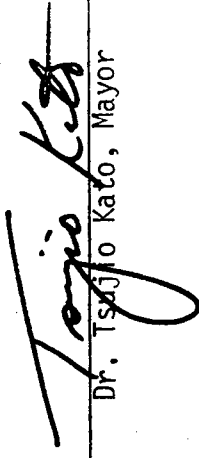
Passed and adopted this 29th day of May, 1979, by the following

vote:

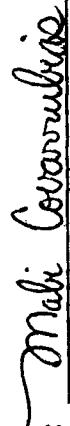
AYES: Takasugi, Kato, Lopez, Miller

NOES: None

ABSENT: Maxwell



Dr. Tsugio Kato, Mayor

ATTEST: 

Mabi Covarrubias
Deputy City Clerk

Attachment L
City Council Resolution No. 7658
Advisory Condominium
Standard Table

90 CONDOMINIUM UNIT PROJECT

ADVISORY DEVELOPMENT STANDARDS FOR CONDOMINIUM PROJECT : NOT MANDATORY			
DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	COMPLIES?
Number of Bedrooms	Each unit shall have no fewer than 2 separate bedrooms	45: 2-bedroom units 45: 3-bedroom units	YES
Dwelling Size	Each unit shall not be smaller in area than 1,000 sq.ft.	Unit living square foot range: 1,413 to 1,476	YES
Distance to Parking Spaces	– Resident Parking: 50 ft. max. distance to spaces from the dwelling units they serve. – Visitor Parking: 100 ft. max. distance to spaces from the dwelling units they serve.	Resident parking spaces less than 50 feet to the units they serve; spaces are within same building as the unit served (attached garage located on first floor). Visitor spaces are within 100 ft.	YES
Private Patios	– Minimum outdoor patio area not less than 20% of GFA of the unit it serves. – Min. dimensions 10 ft. by 10 ft. – Immediately adjacent and direct access to the unit served. – Minimize overview to adjacent patios. – Lights not to exceed 6 ft. height. – Patios adjacent to common open areas used by residents.	– Min 20% – Min. 10' x 10' Sundecks are provided for each unit and range between 450 to 1,530 sq ft each. – Adjacent and accessible to each unit – Patios adjacent to common open space area	NO; HOWEVER, SUN DECKS ARE PROVIDED FOR EACH UNIT WITH GREATER LAND AREA THAN THE MINIMUM REQUIRED UNDER CITY COUNCIL RESOLUTION NO. 7658
Common Areas	– Formal: Jacuzzi, spa, clubhouse, barbecues, picnic tables, etc. – Informal: Lawn area with min. dimensions of 45 ft. and area not less than 3,500 sq.ft.	Pool/ Playground area recreational Building	YES

Attachment L

City Council Resolution No. 7658
Advisory Condominium
Standard Table

	– Children: Tot lot, jungle gym.		
Storage	– 1 private storage area per unit. – Minimum area: 225 cubic ft.(ft.³). – Minimum width: 4 ft.	– All units have storage areas within garages – Min. 225 ft.³ – Min. width 4 ft.	YES, AS CONDITIONED
Security	– Lockable entrances – Electric garage door openers – Similar features	– Gates & locks at entrances – Electric garage gate openers	YES
Handicap Accessibility	Elevators shall be provided in structures of 3 or more stories	All buildings required to be a maximum of 2 floors; Recreational Building has an elevator	N/A THERE ARE NO 3-STORY STRUCTURES PROPOSED OR ALLOWED

When recorded mail to:

City of Oxnard
300 W. Third Street, Suite 100E
Oxnard, CA 93030
Attn: City Clerk

APN _____

**AGREEMENT AFFECTING REAL PROPERTY
(DECLARATION OF RESTRICTIVE COVENANTS AND AFFORDABLE HOUSING
REQUIREMENTS)**

This Agreement Affecting Real Property (Declaration of Restrictive Covenants and Affordable Housing Requirements)(hereafter, “Agreement”) is made in Ventura County, California as of _____, 2021, by and between Portofino Place, LLC (the “Owner”) and the City of Oxnard, a California municipal corporation (“City”), and collectively with the Owner as the “Parties”.

RECITALS

A. Owner is the owner of the 7.6 acre property located at the corner of 5th Street and Portofino Place in the City of Oxnard, County of Ventura, State of California more fully described in Exhibit A, which is attached hereto and incorporated herein by this reference (the “Property”).

B. Owner has applied for four different planning entitlements (PZ No. 19-500-04 (Special Use Permit), PZ No. 20-300-02 (Tentative Subdivision Map), PZ No. 20-570-02 (Zone Change) and PZ No. 20-620-02 (General Plan Amendment)) that would allow for the development of 45 duplexes, consisting of 90 dwelling units, on the Property (hereinafter, the “Project”).

C. The City’s inclusionary housing ordinance has specific affordability requirements based upon the type of development – for-sale or for-rent. The City’s inclusionary housing ordinance requires for-sale projects with at least 10 or more units to reserve at least ten percent (10%) of all units to be sale to lower-income households (80% AMI), while the City’s inclusionary housing ordinance requires for-rent projects with at least 10 or more units to make available at least five percent (5%) of all units to very low income (50% AMI or below) households and five percent (5%) of all units to affordable lower-income (80% AMI) households.

D. While the Owner has indicated its intention to retain the title to all of the parcels within the Project and to make this a for-rent project, at such time as the final tract map has been recorded and the Owner has obtained the necessary approvals from the California Department of Real Estate, the Owner can sell individual parcels within the Project to third parties.

E. The Parties are entering into this Agreement in order to create a specific mechanism for Owner's compliance with the City's inclusionary housing ordinance while the Project remains under a single ownership and is a for-rent development, while outlining specific steps to be followed before the Owner sells one or more of the parcels of the Project to a third party.

NOW, THEREFORE, in consideration of the foregoing Recitals which are hereby incorporated into the operative provisions of this Agreement by this reference and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and Owner agree as follows:

1. Conditions of Approval. On behalf of itself and its successors and assigns, Owner agrees to be bound by the conditions of approval for the Project, which are attached hereto and incorporated herein by this reference as Exhibit B.
2. Inclusionary Housing Regulations. On behalf of itself and its successors and assigns, Owner agrees to be bound by the City's inclusionary housing regulations that exist as of the date of this Agreement.
3. For-Rent Development. On behalf of itself and its successors and assigns, Owner agrees that the Project shall be a for-rent development that shall comply with the City's inclusionary housing regulations that exist as of the date of this Agreement.
4. Conversion to For-Sale Development. For twenty (20) years from the date that the first dwelling unit within the Project is offered for-rent, the Owner agrees that individual parcels within the Project may not be sold, traded or exchanged without the prior written consent of the City of Oxnard, which consent may not be withheld once Owner puts in place specific procedures consistent with the City's inclusionary housing regulations to ensure that at least ten percent of the units in the Project will be sold to lower-income households (80% AMI) and that standard resale restrictions consistent with the City's existing inclusionary housing regulations will be imposed on such sales.
5. Disclosure of Restrictions of Agreement. For a period of twenty (20) years from the first dwelling unit is offered for-rent within the Project, the Owner agrees that if it conveys the entire Project to a third party or another legal entity, the Owner will first fully disclose to the new owner(s) the requirements of the Project approvals and this Agreement.
6. Covenants Running with the Land. All the obligations and covenants of Owner hereunder shall be binding upon the successors, assigns, heirs, transferees, and future owner(s) of the Property or any portion thereof as covenants running with the land pursuant to California Civil Code Section 1460 et. seq.

7. Legal Interpretation of Instrument. This Agreement shall be governed by the laws of the State of California with venue in Ventura County.
8. Entire Agreement; Amendment. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof. This Agreement may not be changed except in writing executed by both parties.
9. Authority to Execute Agreement. All individuals executing this and other documents on behalf of the parties certify and warrant that they have the capacity and have been duly authorized to so execute the documents on behalf of the entity so indicated.
10. Time is of the Essence. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.
11. Severability Clause. Any provision of this Agreement, which shall prove to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.
12. Section Headings. The section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.
13. Counterparts. This Agreement and any modifications hereto may be executed in any number of counterparts with the same force and effect as if executed in the form of a single document.
14. Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought.
15. Assistance of Legal Counsel. All parties to this Agreement declare that, prior to the execution of this Agreement, they have informed themselves of sufficient relevant data, either through experts or other sources of their own selection, and have sought and obtained legal counsel, in order that they might intelligently exercise their own judgment in evaluating the contents of this Agreement and making the decision to execute it. The parties each represent and acknowledge that in executing this Agreement, they do not rely and have not relied upon any representation or statement not set forth herein made by any other party to this Agreement or their respective legal counsel with regard to the subject matter, basis or effect of this Agreement.

16. Notices. Any notice, request, information or other document to be given hereunder to any of the parties by any other parties shall be in writing, shall be sent via US mail and shall be deemed given and served upon delivery, if delivered personally, or three (3) business days after mailing by United States mail as follows:

If to CITY: City of Oxnard
300 W. Third Street, 4th Floor
Oxnard, CA 93030
Attn: City Clerk

With a copy to: City Attorney
City of Oxnard
305 W. Third Street, Suite 100E
Oxnard, CA 93030

If to OWNER: Portofino Place, LLC
Attn: John L. Carnesale, CEO
701 Shadow Lane #310
Las Vegas, NV 89106
Email: John@TaylorFinancialLLC.com

With a copy to: Kate Neiswender
P.O. Box 1225
Blue Jay, CA 92317
Email: KateLawVentura@gmail.com

Any party may change the address or persons to which notices are to be sent to it by giving the written notice that such change of address or persons to the other parties in the manner provided for giving notice.

17, Ambiguities Not to be Construed Against Drafting Party. The doctrine that any ambiguity contained in a contract shall be construed against the party whose counsel has drafted the contract is expressly waived by each of the parties hereto with respect to this Agreement, which shall be construed as if jointly prepared by the Parties.

CITY:

Dated: _____ 2021

CITY OF OXNARD

By: _____

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

By: _____
Stephen Fischer
City Attorney

OWNER:

Dated: _____ 2021

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT A LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1, OF PARCEL MAP WAIVER NO. PZ 04-300-18, AS RECORDED ON FEBRUARY 25, 2005, AS INSTRUMENT NO. 2005-47645, IN THE COUNTY RECORDER OF SAID COUNTY BEING A PORTION OF PARCELS 1 THROUGH 6, INCLUSIVE, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 23, PAGE 30 OF RECORDS OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL OF THE OIL, GAS, HYDROCARBONS AND ASSOCIATED SUBSTANCES LYING IN AND UNDER THE LAND HEREINABOVE DESCRIBED AS RESERVED IN THE DEED FROM HELEN UNDERHILL, ET AL., RECORDED SEPTEMBER 2, 1959 AS INSTRUMENT NO. 34233 IN BOOK 1774, PAGE 574 OF OFFICIAL RECORDS.

BY DEEDS RECORDED MAY 29, 1963 IN BOOK 2330, PAGES 532, 530 AND 532 OF OFFICIAL RECORDS, ALL RIGHTS TO USE THE SURFACE AND THE SUBSURFACE TO A DEPTH OF 500 FEET BENEATH THE SURFACE OF LOTS 1, 2 AND 3 WERE RELEASED.

BY QUITCLAIM DEED RECORDED MARCH 12, 1964 IN BOOK 2498, PAGE 255 OF OFFICIAL RECORDS, ALL RIGHTS TO USE THE SURFACE AND THE SUBSURFACE TO A DEPTH OF 500 FEET BENEATH THE SURFACE OF LOTS 4, 5 AND 6 WERE RELEASED.

THE EASEMENTS

APN: 185-0-221-025, 185-0-221-265, 185-0-223-015

EXHIBIT B
UNCODIFIED ORDINANCE

CITY COUNCIL OF THE CITY OF OXNARD

UNCODIFIED ORDINANCE NO. 2980

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, CONCERNING AFFORDABLE HOUSING REQUIREMENTS FOR NEW DEVELOPMENTS AND IN-LIEU AFFORDABLE HOUSING PAYMENTS

WHEREAS, the State of California has declared that the provision of affordable housing in all communities for all segments of the population is a matter of statewide importance and concern; and

WHEREAS, the State of California requires all cities and counties to adopt and implement a general plan which governs many of the overall land use and planning issues for the local agency to use as a guideline for future development, including affordable housing; and

WHEREAS, the City of Oxnard adopted the 2030 General Plan which includes several specific elements, including the Growth Management Element, the Land Use Element, and a Housing Element, which all contain certain goals, objectives and policies concerning affordable housing; and

WHEREAS, the 2030 General Plan Growth Management Element encourages the adoption of implementation measures which would promote a match between the price of housing and the household income of all Oxnard residents; and

WHEREAS, the 2030 General Plan Land Use Element requires a balanced community that meets the housing needs of all segments of the community and also provides for a balance between jobs and housing within the community; and

WHEREAS, the 2030 General Plan Housing Element contains a requirement that the City provide for a variety of housing types throughout the City which meet the needs of all economic segments of the community, including affordable housing units; and

WHEREAS, State law provides that legal actions may be brought to prohibit new residential housing if the 2030 General Plan Housing Element is not complied with; and

WHEREAS, the City Council has received an affordable housing report which found that low and very low income families, especially large and farm worker families, in the community are experiencing a housing shortage; and

WHEREAS, the City Council has stated in the 2030 General Plan and the Housing and Land Use Elements, that one of the major goals of the City is to achieve a balanced community with housing available for households of all income levels, so that the low and very low income families may have housing available at an affordable cost; and

WHEREAS, the affordable housing report further found that low and very low income families are living within the community in severely overcrowded housing and/or in housing that is not decent, safe and sanitary; and

WHEREAS, the affordable housing report further found that federal and state housing subsidy programs are not sufficient by themselves to satisfy all of the housing needs of low and very low income households, which has further exacerbated the availability of affordable housing; and

WHEREAS, the affordable housing report found that the housing shortage of new housing affordable to low and very low income families is detrimental to the public health, safety and welfare and that the City is required by California public policy to make available an adequate supply of housing for persons of all economic segments of the community, including low and very low income families; and

WHEREAS, the City Council finds that new residential development enjoys the benefits of public resources and City facilities and must participate in protecting and enhancing the public welfare by helping to meet the goals and objectives for affordable housing set out in the 2020 General Plan and its various elements; and

WHEREAS, the City Council finds that new residential development that does not include affordable housing on site reduces the limited inventory of real property in the city that may be used to develop affordable housing; and

WHEREAS, the City Council desires to establish a policy for the provision of affordable housing on a City-wide basis for all new development; and

WHEREAS, the City Council desires that a program exist to allow new residential development to provide an in-lieu affordable housing payment in place of providing affordable housing units on site, which in-lieu payment would allow other affordable housing goals and objectives to be met throughout the City; and

WHEREAS, based on the foregoing recitals, on April 20, 1999, the City Council adopted Resolution No. 11,570, establishing affordable housing requirements and in-lieu fees; and

WHEREAS, on October 5, 1999, the City Council adopted Resolution No. 11,645, amending Resolution No. 11,570, and on October 19, 1999, adopted Resolution No. 11,651, repealing Resolution No. 11,645; and

WHEREAS, on October 19, 1999, the City Council adopted Resolution No. 11,652, amending Resolution No. 11,570 to exempt certain projects there from; and

WHEREAS, on October 26, 1999, the City Council adopted Ordinance No. 2506, establishing the affordable housing requirements contained in Resolution Nos. 11,570 and 11,652 by ordinance; and

WHEREAS, on December 5, 2000, the City Council adopted Ordinance No. 2545, making certain adjustments to Ordinance No. 2506; and

WHEREAS, on March 5, 2002, the City Council adopted Ordinance No. 2594, providing a procedure to appeal application of Ordinance No. 2545, and any successor ordinance, on the basis that its application to a specific project was unconstitutional; and

WHEREAS, December 3, 2002, the City Council adopted Ordinance No. 2615, replacing Ordinance No. 2545; and

WHEREAS, on June 28, 2005, the City Council adopted Ordinance No. 2688, making adjustments to Ordinance No. 2615; and

WHEREAS, on July 18, 2006 the City Council adopted Ordinance No. 2721, making adjustments to Ordinance No. 2688; and

WHEREAS, the City Council now desires to amend Part 10 of Ordinance No. 2721 and make other minor adjustments thereto and reenact Ordinance No. 2721 as amended; and

WHEREAS, as this ordinance does not establish a new affordable housing program, but only makes certain adjustments to Ordinance No. 2721, the City Council finds that there is no possibility that adoption of this ordinance may have a significant effect on the environment; that the in-lieu Affordable Housing Payments adopted by this ordinance create government funding mechanisms that do not involve any commitment to any specific project and thus do not constitute a project, as defined by Section 15378(b)(4) of the State California Environmental Quality Act (CEQA) Guidelines; and that consequently adoption of this ordinance is not subject to CEQA.

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

Part 1. All recitals set forth hereinabove are found and determined to be true and correct and are incorporated into this ordinance by this reference.

Part 2. The findings and references to affordable housing that are contained in the 2020 General Plan, as set out in Attachment 1 to the staff agenda report on affordable housing, dated April 8, 1999, and the staff reports considered at the City Council meetings held on November 14, 2000, in connection with the adoption of Ordinance No. 2545, the staff report considered on January 29, 2002 in connection with the report of the ad hoc affordable housing committee, and the staff report dated July 20, 2004, all on file with the City Clerk, are incorporated by reference as findings in support of the affordable housing requirements set out in this ordinance.

Part 3. All new residential projects containing ten or more dwelling units to be offered for sale shall include a number of dwelling units equal to not less than 10% of the total number of dwelling units offered for sale in the project that shall be sold at an

affordable housing cost to persons and families of lower income, as defined in California Health and Safety Code Section 50079.5. Each such affordable dwelling unit shall have at least three bedrooms, provided that if a project contains at least ten two bedroom units, two bedroom affordable units may be provided in the same percentage ratio to all affordable units as the percentage ratio of two bedroom market rate units bears to the total number of market rate units in the project. For purposes of this ordinance, the term "units offered for sale" includes units classified as condominium units under California law.

Part 4. All new residential projects containing ten or more dwelling units to be offered for rent shall include a number of dwelling units equal to not less than 5% of the total number of dwelling units in the project offered for rent that shall be rented at an affordable rent to persons and families of very low income, as defined in California Health and Safety Code section 50105, and shall include an additional number of dwelling units equal to not less than 5% of the total number of dwelling units in the project offered for rent at an affordable rent to persons and families of lower income, as defined in California Health and Safety Code section 50079.5. If the number of bedrooms per unit varies within a project, the number of low and very low income units of each bedroom numbers must meet the requirements of this part 4, i.e., affordable units shall be proportionately distributed throughout the project by bedroom size.

Part 5. As used in this ordinance, the term "housing cost" includes the costs described in 25 California Code of Regulations section 6920, except that in determining housing cost under this ordinance the amount paid for maintenance and utilities will not be included. For purposes of calculating mortgage loan cost, a prevailing market interest rate for a fixed interest rate loan will be used. As used in this ordinance, the word "rent" has the meaning ascribed to such word in 25 California Code of Regulations section 6918. For purposes of this ordinance, "affordable housing cost or rent" shall mean:

- (a) With respect to a low income person or family, rent or housing cost not in excess of 30% of 80% of the Area Median Income for the Ventura County Metropolitan Statistical Area, adjusted for family size appropriate for the unit in question, as set forth in Section 6932 of Title 25 of the California Code of Regulations; and
- (b) With respect to a very low income person or family, rent or housing cost not in excess of 30% of 50% of the Area Median Income for the Ventura County Metropolitan Statistical Area, adjusted for family size appropriate for the unit in question, as set forth in Section 6932 of the Title 25 of the California Code of Regulations.

Prior to offering for sale or rental the first unit which the developer intends to qualify as an affordable unit under Part 3 or Part 4 of this ordinance, the developer shall submit to the City's Housing Director the proposed sale price or rental amount for all the affordable units and the dates upon which the affordable units will be offered for sale or rental, and thereafter, any other information requested by the City's Housing Director. The Housing

Director shall review the information submitted, and within 30 days of receipt of all requested information, shall determine whether the sales price or rental amount is affordable as provided in Parts 3 and 4. Thereafter, if the developer desires to increase the sales price or initial rental amount for any for sale affordable units, the developer must obtain the approval of the Housing Director. A developer may appeal a decision of the Housing Director made pursuant to this Part 5 within the time and following the procedures (including payment of the fee) set forth in the Oxnard City Code section 16-545 et seq. for appeal of a decision of the Planning Commission denying a special use permit.

Part 6. Not later than the date of application for the first building permit for a project that is subject to Part 3 or 4 of this ordinance, the developer shall cause to be recorded in the office of the Ventura County Recorder covenants approved in form and substance by the Housing Director. Such covenants shall identify the affordable dwelling units, restrict the qualifying income of purchasers and tenants of such units, specify the maximum housing cost for such units, and require that such units remain affordable for at least 20 years. The covenants shall provide that the developer shall require any purchaser of an affordable unit or project to execute a resale restriction agreement in form and substance satisfactory to the City's Housing Director, which resale restriction agreement shall provide for continuing affordability in the sale or rental of units for at least 20 years. The covenants shall run with the land. If the original developer or a subsequent owner complies with the covenants and/or resale restriction agreement by conveying the project or unit only to an eligible low or very low income transferee at an affordable cost as provided in this ordinance, the developer or such owner shall not be responsible for any violation of such covenants or resale restriction agreement by future transferees.

Part 7. Such affordable units shall be designed and constructed so as to be architecturally consistent with and qualitatively similar to other (unrestricted) units in the project. Generally, affordable units shall be dispersed throughout the project. As part of the developer's application for any land use approvals required for the project and prior to the date upon which the application is deemed complete, the developer shall submit to the City planning staff such documents and plans as planning staff determines are necessary and appropriate for the City to determine that the requirements of this ordinance have been met and that the design and placement of the affordable units will not affect the quality of the project or the affordable units, and will not result in discrimination on any legally prohibited basis. The City Council, Planning Commission, or other decision making person or body with final approval over the project shall make such determination. The determination of such decision making body shall be made exercising its sole, good faith, discretion.

Part 8. As part of the developer's application for land use approvals required for the project and prior to the date upon which the application is deemed complete, the developer of a project that is subject to this ordinance may request in writing that instead of providing such affordable housing within the proposed project, the developer shall provide such affordable housing on specified off-site land. The request shall be presented to the City Council, which shall determine in its sole discretion whether the land is suitable for affordable housing. If the City Council determines that the land is suitable, the developer shall enter into an agreement with the City to provide affordable housing on such land. The agreement shall provide for affordable units in a number not less than the number of on-site units required by this ordinance for the

project. The agreement shall contain conditions and provisions requiring the construction of such affordable units prior to or concurrent with construction of the project, unless the City Council determines in its sole discretion that such a condition is not necessary to ensure that the affordable units are constructed. The agreement may contain such other terms and conditions as the City Council determines are necessary or appropriate.

Part 9. The developer shall establish and at all times maintain a written list of Oxnard residents qualified to purchase or rent each of the affordable units. The developer shall offer the affordable units to qualified Oxnard resident buyers or renters on the waiting list first and give preference to them until there are no qualified Oxnard residents on the waiting list. At such time, the developer may make units available to all other prospective buyers or renters meeting the income limitations for such units.

10. A developer may, following the procedure set forth in this Part 10, make a written request that instead of providing such affordable housing units within the proposed project or off site, the developer make an in-lieu Affordable Housing Payment ("Payment") to the City's Affordable Housing In-Lieu Fee Fund.

(a) All projects for which the developer makes a request to make a Payment shall be subject to the City's pre-application process. During the pre-application process, the City Council shall determine whether a Payment may be made.

The City Council shall consider the following factors in determining whether to grant a request:

- a. the size, type and nature of the lots and homes and/or apartment buildings and units proposed for the development;
- b. the prices for which the developer plans to sell the market rate homes or rent market rate apartment units;
- c. the extent to which the proposed development may be designed or redesigned to allow the production of quality units at lower costs; and
- d. the extent to which City is meeting the affordable housing goals of its 2030 General Plan.

(b) If the request is granted, the Payment shall be calculated using the City's adopted affordable housing in-lieu fee schedule. The fee for each unit shall be paid when the developer pulls a building permit for each unit.

(c) Beginning on July 1, 2021, and every July 1st thereafter, the Housing Director shall adjust the Fee by the percentage increase or decrease for the prior twelve months as determined by the Engineering News Record Building Cost Index for the Los Angeles Region.

Part 11. If a developer's request to make a Payment is granted, the fee for each unit shall be paid when the developer pulls a building permit for each unit. Within 60 days after a developer's request to make a Payment is granted, the developer may request in writing that the City allow the developer to satisfy all or part of the Payment by dedicating specified off-site land to the City. With such request, the developer shall submit a written M.A.I. appraisal of the land. The City may require that the developer pay for an additional M.A.I. appraisal obtained by the City. The City Council shall determine the market value of the land, based on the appraisals provided or paid for by the developer and any other reliable data. The City Council shall also determine whether the land is suitable for affordable housing and meets the City's needs for sites for affordable housing. If the City Council so determines and the Mayor executes a certificate of acceptance for the land, the City shall apply the market value of the land to the Payment owed. If the market value of the land is less than the Payment, the developer shall pay the difference. If the market value of the land is more than the Payment, dedication of the land shall be deemed the equivalent of making the Payment, and the developer shall not be entitled to any payment for the excess market value. The developer shall deed to the City land so accepted before the developer applies for the first building permit for the project.

Part 12. As provided by Ordinance No. 2594, a developer may appeal to the City Council a decision of the Planning Commission requiring compliance with this ordinance, on the ground that such application of this ordinance to the developer's project results in an unconstitutional taking of property or that there is no reasonable relationship between the impact of the project and such requirements.

Part 13. All in-lieu Affordable Housing Payments shall be deposited in the City's Affordable Housing Trust Fund and used exclusively to provide affordable housing and affordable housing assistance to persons and families of lower and very low income.

Part 14. This ordinance does not apply to the following new residential projects of ten or more dwelling units:

- (a) Projects located in areas that are subject to a specific plan adopted by the City that requires such projects to provide as many or more affordable units for lower and very low income persons and families as does this ordinance.

Part 15. In a project that receives a density bonus pursuant to Government Code Section 65915 or 65915.5, the calculation pursuant to Part 3 or Part 4 of this ordinance of the number of dwelling units to be offered for sale or rent shall be based on the number of units before the density bonus is applied. Affordable units provided pursuant to this ordinance shall not be included in the calculation of affordable units provided pursuant to density bonus statutes, ordinances or resolutions.

Part 16. This ordinance shall be uncodified.

Part 17. This ordinance shall apply to applications for land use approvals that are filed on or after the effective date of this ordinance and to applications for land use approvals that have been filed but have not been accepted as complete as of the effective date of this ordinance.

Part 18. This ordinance replaces Ordinance No. 2721 as to applications for land use approvals described in Part 17. However, Ordinance No. 2721 is not repealed. If all or any part of this ordinance be declared invalid by the courts, and Ordinance No. 2721 be not declared invalid, Ordinance No. 2721 shall apply to the subjects addressed by the portions of this ordinance declared invalid, or, if this ordinance is declared invalid in its entirety, shall supplant this ordinance.

Part 19. Within fifteen days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation within the City. Ordinance No. 2980 was first read on May 19th, 20 20, and finally adopted on June 2nd, 20 20 to become effective sixty days thereafter.

AYES: Councilmembers Basua, Flynn, Lopez, Madrigal, Perello and Ramirez.

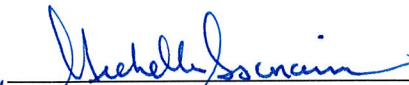
NOES: Councilman MacDonald.

ABSENT: None.

ABSTAIN: None.


Tim Flynn, Mayor

ATTEST:


Michelle Ascencion, City Clerk

APPROVED AS TO FORM:


Stephen M. Fischer, City Attorney

PZ-19-500-04 Proposed Project at 5th Street & PortofinoPage 1 of

We Oxnard residents oppose the residential details of the above proposed project and request the following changes be implemented into the plans:

- 1 Convert to condominiums meeting all local/state requirements, rather than apartments.
- 2 Add traffic signal at 5th & Portofino with left and U-turn capabilities.
- 3 Implement exits from development onto 5th street, leaving only entrances from Portofino.
- 4 Remove gates into cul-de-sacs to dissuade new residents from parking outside development.

Printed Name: <u>TINA M. PETERS</u>	Mobile Phone #: <u>[REDACTED]</u>
Signature: <u>[Signature]</u>	Email: <u>[REDACTED]</u>
Printed Name: <u>Ed Peters</u>	Mobile Phone #: <u>[REDACTED]</u>
Signature: <u>[Signature]</u>	Email: <u>[REDACTED]</u>
Name: <u>Robert Heeverley</u>	Mobile Phone #: <u>[REDACTED]</u>
Signature: <u>[Signature]</u>	Email: <u>[REDACTED]</u>
Printed Name: <u>LUIS GONZALEZ</u>	Mobile Phone #: <u>[REDACTED]</u>
Signature: <u>[Signature]</u>	Email: <u>[REDACTED]</u>
Printed Name: <u>GREG SACHFAH</u>	Mobile Phone #: <u>[REDACTED]</u>
Signature: <u>[Signature]</u>	Email: <u>[REDACTED]</u>
Printed Name: <u>Karla Brittain</u>	Mobile Phone #: <u>[REDACTED]</u>
Signature: <u>[Signature]</u>	Email: <u>[REDACTED]</u>
Printed Name: <u>Phillip Brittain</u>	Mobile Phone #: <u>[REDACTED]</u>
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PZ-19-500-04 Proposed Project at 5th Street & Portofino

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Signature: <u>[Signature]</u>	Email: <u>[REDACTED]</u>
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Signature: <i>[Signature]</i>	Email: [REDACTED]
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Printed Name: <u>Jeannette Vickery</u>	Mobile Phone #: <u>[REDACTED]</u>
Signature: <u>[Signature]</u>	Email: <u>[REDACTED]</u>
Printed Name: <u>Guadalupe Tapia</u>	Mobile Phone #: <u>[REDACTED]</u>
Signature: <u>[Signature]</u>	Email: <u>[REDACTED]</u>
Printed Name: <u>Anahi Tapia</u>	Mobile Phone #: <u>[REDACTED]</u>
Signature: <u>[Signature]</u>	Email: <u>[REDACTED]</u>
Printed Name: <u>Yincheny Piao</u>	Mobile Phone #: <u>[REDACTED]</u>
Signature: <u>[Signature]</u>	Email: <u>[REDACTED]</u>
Printed Name: <u>Andrea Tapia</u>	Mobile Phone #: <u>[REDACTED]</u>
Signature: <u>[Signature]</u>	Email: <u>[REDACTED]</u>
Printed Name: <u>Yarely Navarro</u>	Mobile Phone #: <u>[REDACTED]</u>
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Printed Name: John Collas	Phone#: [REDACTED]
Signature: John Collas	Email: [REDACTED]
Name: Steve Renard	Phone#: [REDACTED]
Signature: Steve Renard	Email: [REDACTED]
Printed Name: Anne Renard	Phone#: [REDACTED]
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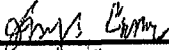
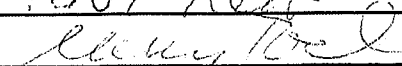
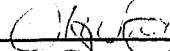
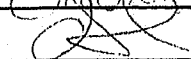
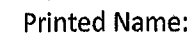
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Signature: [Signature]	Email: [REDACTED]
Printed Name: Paula Phinkett	Mobile Phone #: [REDACTED]
Signature: [Signature]	Email: [REDACTED]

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Signature: 	Email: 
Name: MICHELLE TOST	Phone#: 
Signature: 	Email: 
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Printed Name: Keith DOWNTON	Phone#: 
Signature: 	Email: 
Printed Name: NORA WITT	Phone#: 
Signature: 	Email: 
Printed Name: Shannon Pemberton	Phone#: 
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Printed Name: 	Phone#: 
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Name: 	Phone#: 



Portofino Place Project

Addendum to Mitigated Negative Declaration for the 2004 Dunkirk Drive, Tract Number 5640 Project

prepared by

City of Oxnard

Planning Division

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Oxnard, California 93030

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180 North Ashwood Avenue

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November 2021



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Appendix B California Emissions Estimator Model (CalEEMod Version 2020.4.0) Output

Addendum to the Mitigated Negative Declaration for the 2004 Dunkirk Drive, Tract Number 5640 Project

1. Introduction

This document is an Addendum to the Mitigated Negative Declaration (MND) that was prepared and adopted for the Dunkirk Drive, Tract Number 5640 Project in August of 2004.

This Addendum has been prepared in accordance with relevant provisions of the California Environmental Quality Act (CEQA) of 1970 (as amended) and the State CEQA Guidelines as implemented by the City of Oxnard. According to Section 15164(b) of the State CEQA Guidelines, an addendum to a negative declaration is the appropriate environmental document in instances when “only minor technical changes or additions are necessary or none of the conditions described in Section 15261 calling for the preparation of a subsequent EIR or negative declaration have occurred.” Section 15162(a) of the State CEQA Guidelines states that no subsequent EIR (or negative declaration) shall be prepared for a project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:

- (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
- (2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
- (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, shows any of the following:
 - (A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;
 - (B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;
 - (C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
 - (D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

The changes to the original Dunkirk Drive, Tract Number 5640 Project by the Portofino Place Project (modified project) that are being proposed are minor and would not create potentially significant environmental impacts beyond those already identified in the Dunkirk Drive, Tract Number 5640

Project Mitigated Negative Declaration (2004 MND). Also, the modified project would not substantially increase the magnitude or severity of significant impacts that were previously identified. This Addendum does not require public circulation because it does not provide significant new information that changes the 2004 MND in a way that deprives the public of a meaningful opportunity to comment upon a substantial adverse environmental effect of the modified project or a feasible way to mitigate or avoid such an effect.

This Addendum includes this introduction, a description of the modified project, and a comparison of the impacts for all environmental issue areas listed in the City of Oxnard CEQA Guidelines.

The City of Oxnard shall consider this Addendum with the 2004 MND prior to making a decision on the modified project. The MND is available for review on the City's website and at the Planning & Environmental Services Division of the City of Oxnard Community Development Department, located at 214 South C Street, Oxnard, California 93030.

2. Previous Environmental Review

In 2004, an MND (No. 04-11) was prepared to evaluate commercial development on a 7.6-acre portion of the project site as well as residential development on an adjacent 10-acre property to the south of the site ("original project"). The 10-acre residential development involved the construction of 41 single family residences and the remaining 7.6-acre development involved the development of three commercial lots along 5th Street. A Tentative Tract Map (Tract No. 5640) was proposed to create the 44 lots (41 residential and 3 commercial) and included the construction of Portofino Place, portions of Dunkirk Drive, and two cul-de-sacs (Riviera Court and Quilan Court). The original project required a General Plan Amendment to change the land use designations for the site at that time from Business Research Park (BRP) to Low Residential (RL) for the 10-acre residential component, and from BRP to General Commercial (CG) for the remaining 7-acre commercial area. A Zone Change from Business and Research Park (BRP) to Single-Family Residential (R-1) and General Commercial (C-2) was also required for the original project. A Special Use Permit was proposed to entitle the proposed RL land use. Potential environmental impacts associated with the project were identified throughout the MND, along with applicable mitigation measures where necessary. There were no Significant and Unavoidable Impacts identified in the 2004 MND. The 2004 MND identified Potentially Significant Impacts, which could be reduced to Less Than Significant Impacts with Mitigation Incorporated, in the areas of air quality, cultural resources, geology and soils, hazards and hazardous materials, and noise. All mitigation measures identified in the 2004 MND that are applicable to the proposed Portofino Place Project are listed in Appendix A of this addendum.

The General Plan Amendment from BRP to RL and the Zone Change from BRP to R-1 were approved for the 10-acre residential component of the original project. The Tentative Tract Map and Special Use Permit for the residential development were also approved. The 41 residential units were completed in 2006 along with all required infrastructure.

Existing 2030 General Plan Land Use Designation

The General Plan Amendment from BRP to CG was not approved for the commercial component of the original project, which encompasses the site of the current modified project. Accordingly, the lots included in the modified project currently have a General Plan land use designation of BRP and are undeveloped.

Existing Zoning

The Zone Change from BRP to C-2 also was not approved for the commercial component of the original project. The lots included in the modified project are currently zoned BRP.

3. Project Description (Modified Project)

The proposed Portofino Place Project (modified project) involves a modification to the 2004 Dunkirk Drive, Tract Number 5640 Project (original project) that would replace the commercial component of the original project with 90 condominium units on the project site. The 7.6-acre site of the proposed condominium units is located at the corner of 5th Street and Portofino Place in the City of Oxnard and includes Assessor Parcel Numbers (APN) 185-0-221-025, 185-0-221-265, and 185-0-223-015. The proposed 90 units would provide 130,005 square feet of living area. The project also includes development of a 3,281 square-foot recreation building as well as entry gates and private roads for circulation within the project site.

The modified project requires a General Plan Amendment to change the existing land use designation from BRP to Low-Medium Residential (RLM), a Zone Change from BRP to Multi-Family Residential (R-2), a Tentative Condominium Map to create two lots and new roads, and a Special Use Permit to entitle the project. The proposed R-2 zoning would provide for an allowable density of one unit per 3,500 square-feet, or a total of 94 units on the project site (4 more than the 90 units proposed).

Table 1 summarizes the differences between the permitted and conditionally permitted uses under the existing and proposed zoning. Table 2 compares the development standards under the existing and proposed zoning.

Table 1 Comparison of Permitted and Conditional Permitted Uses by Zoning

Use Type	Existing Zoning – BRP	Proposed Zoning – R-2
Permitted Uses		
Residential	None	- Multiple-family dwelling units, either in separate buildings or combined in one or more main building - Congregate living health facilities of no more than six beds - Farmworker housing - Large family day care homes - Residential care facilities for the elderly serving no more than six persons - Accessory dwelling units - Single-family dwelling - Conventionally built single-family dwellings of a permanent character - Supportive housing - Short-term rentals
Other	- Administrative, executive, and/or corporate offices which are a part of a predominantly industrial operation, including governmental offices and facilities - Administrative, financial, professional, medical, and general office services - Adult businesses, except adult motels - Adult day care facilities - Agricultural, limited to growing of crops - Aircraft sales - Ambulance base facilities - Auction houses - Book binding - Business furniture, supplies, and equipment sales - Cafeterias accessory to permitted uses for the convenience of persons employed on the premises - Coffee shops, cafes - Computer and business machine sales and service - Corporate training and professional development facilities including ancillary outdoor activities - Distribution, warehousing, and wholesaling - Electronic and computer repair - Employment agencies - Florists	- Accessory buildings, including other uses customarily incidental to a permitted use - Adult day care facilities serving no more than six adults - Babysitting - Childcare centers serving no more than six children - Grounds, private greenhouses and horticultural collections, flower and vegetable gardens and fruit trees, not grown expressly for profit - Off-street parking - Signs - Small residential health or care facilities - Storage, incidental to permitted uses, provided such storage is contained within an accessory building - Traditional bed and breakfast

Use Type	Existing Zoning – BRP	Proposed Zoning – R-2
	▪ Garment manufacturing ▪ General office, including legal, professional, medical, consulting, or similar ▪ Laboratories, research only ▪ Manufacture and assembly of electrical and electronic instruments, devices, and components ▪ Medical product sales ▪ Photographic studios and services ▪ Printing shop, lithographing, photocopying, blueprinting, and publishing ▪ Product assembly plants and production facilities primarily engaged in final or partial assembling of packaging of premanufactured, treated, or fabricated components, materials, or products ▪ Radio or television broadcasting station ▪ Research and development, experimental or developmental laboratories ▪ Research, development, and clinical laboratories and uses including associated incidental and outpatient clinics ▪ Restaurants and delicatessens ▪ Stationery and office supplies ▪ Trade schools, public and private schools and colleges, dance, and performing arts studios	
Conditionally Permitted Uses*		
Residential	▪ None	▪ Condominiums ▪ Congregate living health facilities of more than 15 beds ▪ Convents serving no more than 15 persons ▪ Residential care facilities for the elderly serving no more than 15 persons ▪ Residential stock cooperatives and community apartments ▪ Those related uses listed in the R-1 zone ▪ Senior and/or senior assisted living residential facility

Use Type	Existing Zoning – BRP	Proposed Zoning – R-2
Other	▪ Alcohol sales: on-site, off-site, and wine tasting ▪ Assisted living residential facility ▪ Breweries, microbrew (less than 60,000 barrels) ▪ Breweries, craft (more than 60,000 barrels, less than 2 million barrels) ▪ Children’s day care facility serving more than 15 children ▪ Churches ▪ Commercial and retail uses ▪ Distribution ▪ Manufacturing ▪ Retail ▪ Testing ▪ Commercial recreational and entertainment uses, such as batting cages, gymnasiums, boxing gyms, escape rooms, bowling alleys, skating rinks, and similar recreational uses ▪ Convenience markets and drugstores ▪ Day care facilities accessory to industrial uses ▪ Day care facilities (over 12 children) as a principal use ▪ Drive-through services ▪ Energy generation, distribution, storage, and support facilities, including electrical and gas utilities ▪ Medical: hospitals and medical centers ▪ Motels, hotels, and convention facilities ▪ Public service uses - communications, fire and police, water, and other governmental or public facilities ▪ Specialized commercial retail centers oriented toward major transportation elements such as freeways, expressways, and other major transportation corridors. Specialized commercial uses include promotional, discount, factory outlet, and off-price shopping centers, as well as centers that are tourist-oriented or oriented to other specialized markets. Specialized commercial uses may also include general commercial uses in special or unique settings ▪ Vehicle rental agencies ▪ Vehicle service stations ▪ Wine tasting with or without cafes	▪ Adult day care facilities serving no more than 15 adults ▪ Childcare centers serving no more than 15 children ▪ Emergency shelters for families ▪ Private or parochial schools, except those of a correctional nature or those intended for the mentally retarded or insane ▪ Public or private parks and playgrounds ▪ Public schools, elementary, junior high, high school, colleges
*Allowable with Special Use Permit (SUP) or Development Design Review Permit (DDR), as specified in Section 16-163 of the Oxnard City Code		

Table 2 Comparison of Development Standards by Zoning

Project Characteristics	BRP Development Standards	R-2 Development Standards
Lot Area and Density	20,000 square feet minimum	3,500 square feet minimum per dwelling unit, with no more than six units per building; 7,000 square feet minimum for lots containing more than one unit.
Lot Width	Interior lots – 100 feet minimum Corner lots – 150 feet minimum	50 feet minimum
Front Yard Setback	30 feet; 40 feet when adjacent to designated thoroughfare	25% of the lot depth (not to exceed 60 feet, but not less than 25 feet)
Side Yard Setback	Equal to height of building unless otherwise permitted by a Special Use Permit	10% of the lot width (not to exceed five feet, but not less than three feet)
Rear Yard Setback	20 feet	25% of the lot depth
Height	35 feet; additional height may be allowed with approval of a Special Use Permit	Two stories, not to exceed 25 feet
Lot Coverage*	25%	25%
Parking**	Varies by use type	Varies by use type

* Project site located within traffic pattern zone of the Oxnard Airport, limiting the overall development density to a maximum of 25 percent structural coverage of the site.

** Parking requirements for specific use types are detailed in Section 16-622 of the Oxnard City Code.

Surrounding Land Uses and Setting

The lots included in the modified project lie within the traffic pattern zone of the Oxnard Airport, limiting the overall development density to a maximum of 25 percent structural coverage of the site. The modified project would be consistent with this density restriction. The project site is bounded on the north by multi-tenant industrial uses and a storage facility, Juan Lagunas Soria Elementary School to the east, residential development to the south, and properties zoned General Commercial – Planned Development and currently under development to the west.

Figure 1 shows the regional location of the project site within the City of Oxnard and Figure 2 shows the modified project site location.

Figure 1 Regional Location



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★ Project Location

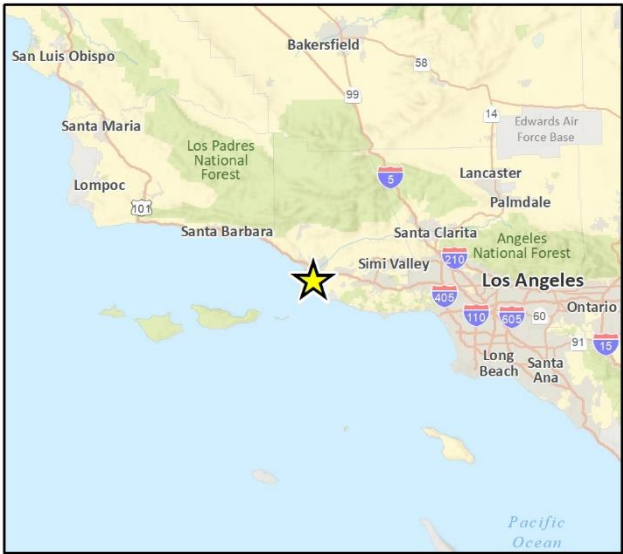


Fig 1 Regional Location

Figure 2 Modified Project Site



4. Other Public Agencies Whose Approval is Required

The modified project would be required to be filed with and undergo review by the Federal Aviation Administration pursuant to the requirements of Mitigation Measure G-2 of the 2004 MND, which is applicable to development of the project site.

5. Impact Analysis

The modified project was reviewed in relation to the 2004 MND and current baseline environmental conditions in this Addendum, which considers all issues on the City's Initial Study (IS) Checklist. The proposed Portofino Place Project would result in generally the same development footprint as what was analyzed in the 2004 MND and would be subject to applicable federal, state, and local regulatory measures. For all issue areas, this Addendum concludes that that modified project would not result in new or substantially more severe impacts than those identified in the 2004 MND. This Addendum also concludes that none of the conditions that trigger the need to prepare a Subsequent Environmental Impact Report or Negative Declaration would occur. The Addendum also expands upon the analysis in the 2004 MND for several issues that have undergone recent legislative or other updates. These include air quality, climate change and greenhouse gas emissions, energy, hazards and hazardous materials, noise, recreation, transportation and circulation, tribal cultural resources, and wildfire.



City of Oxnard CEQA Initial Study Checklist Issue Topics

Aesthetics and Urban Design		Where Impact Was Analyzed in the 2004 MND	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Is Preparation of a Supplemental or Subsequent MND Required?
1.	Would the modified project have a substantial adverse effect on a scenic vista such as an ocean or mountain view from an important view corridor or location as identified in the 2030 General Plan or other City planning documents?	Discussion 1-3, Section A. Aesthetics	No	No	No
2.	Would the modified project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway, or route identified as scenic by the County of Ventura or City of Oxnard?	Discussion 1-3, Section A. Aesthetics	No	No	No
3.	Would the modified project substantially degrade the existing visual character or quality of the site or its surroundings such as by creating new development or other physical changes that are visually incompatible with surrounding areas or that conflict with visual resource policies contained in the 2030 General Plan or other City planning documents?	Discussion 1-3, Section A. Aesthetics	No	No	No
4.	Would the modified project add to or compound an existing negative visual character associated with the project site?	Discussion 1-3, Section A. Aesthetics	No	No	No

Aesthetics and Urban Design	Where Impact Was Analyzed in the 2004 MND	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Is Preparation of a Supplemental or Subsequent MND Required?
5. Would the modified project create a source of substantial light or glare that would adversely affect day or nighttime views in the area?	Discussion 4, Section A. Aesthetics	No	No	No

Discussion

The lots comprising the modified project site have a General Plan land use designation of Business Research Park and zoning of Business and Research Park (BRP) and are currently undeveloped. The modified project site is located in an urban area and surrounded by a variety of uses, including industrial facilities, a storage facility, an elementary school, residential development, and properties currently undergoing development for commercial activity. The modified project site is surrounded by existing development, parking areas, and roadways that provide lighting and potential sources of glare on the site.

According to the 2004 MND, development facilitated by the Dunkirk Drive, Tract Number 5640 Project would be consistent with surrounding urban uses and would not result in either impacts to scenic vistas or scenic resources or impacts related to light and glare. However, the changed use under the modified project is analyzed further below to determine the level of impacts to the aesthetics and urban character of the project area in comparison the development of the project site under the Dunkirk Drive, Tract Number 5640 Project.

1-2) The proposed residential development does not constitute the type of urban landscape considered an important aesthetic resource in the City's 2030 General Plan. Therefore, changes to the appearance of the modified project site from surrounding public viewpoints, primarily surrounding roadways, due to the modified project would not result in an adverse effect on a scenic vista. The modified project site is not located within view of any natural scenic resources within the City including beaches, coastline, agricultural areas, and parks. Therefore, development of the modified project site would not have a substantial adverse effect on any identified scenic vistas.

The modified project site is not visible from any designated State Scenic Highways. According to Section 5.3.2 of the Background Report for the 2030 General Plan, 5th Street between Mandalay Beach Road and Revelon Slough, from which the modified project site is visible, is included in the City's designated Scenic Highway/Roadway System. According to 2030 General Plan Goal CD-9.4, View Corridor Preservations, a landscaped buffer corridor of at least 30 feet deep is required along designated scenic corridors and other major transportation corridors. Views of the modified project site from 5th Street are dominated by the existing landscape trees along the perimeter of the site. Views from 5th Street also include partial views of the undeveloped site, which contains ruderal vegetation, as well as partial views of the properties that are developed with urban uses surrounding the site. The modified project would involve two-story condominium units of height similar to existing, adjacent residences and the commercial uses evaluated in the 2004 MND for the project site. No scenic resources that would be blocked or adversely impacted by the modified project are prominently visible on or through the modified project site from 5th Avenue. Therefore,

the modified project would not result in a substantial damage to scenic resources within a state or local scenic route.

In summary, the modified project would not result in new or substantially more severe impacts to scenic vistas or other scenic resources when compared to the commercial uses evaluated in the 2004 MND for the Dunkirk Drive, Tract Number 5640 Project. The 2004 MND does not include any mitigation measures for potential impacts to scenic vistas or scenic resources, and none are required for the modified project.

3-4) The proposed condominium units would be a maximum of two stories and would provide front, rear, and side setbacks, consistent with the underlying commercial zoning for the site. The proposed units would be designed to complement the urban character of surrounding uses. The proposed development would also include parking and landscaping features around the new buildings to enhance the site's visual character and would be subject to the City's design review process to ensure consistency with the City's goals, policies, and design guidelines. The modified project would be visually compatible with the character and quality of the surrounding urban development and consistent with City visual resource policies. Therefore, the modified project would not result in new or substantially more severe impacts to scenic quality or character of the project area when compared to the previously approved BRP uses or commercial uses that were evaluated in the 2004 MND. The 2004 MND does not include any mitigation measures for potential impacts to scenic quality or character, and none are required for the modified project.

5) New sources of lighting associated with the modified project would include security and street lighting similar to that of the surrounding development and would be required to comply with Section 16-320 of the Oxnard City Code, which specifies on-site lighting requirements that are applicable in all zones of the City. The modified project would also be developed in a location that is surrounded by existing development and not unusually prominent in views from surrounding roadways or other public viewpoints. The modified project would not include any sources of high-intensity lighting. As a standard condition of approval, all proposed lighting would be subject to the City's review and approval process, which includes the preparation of a photometric plan for the modified project. The photometric plan has been prepared in conformance with City standards for the project. Due to the existing ambient light conditions in the surrounding area and compliance with the City's lighting requirements and review processes, the modified project would not create a source of substantial light or glare that would adversely affect day or nighttime views in the area. Therefore, the modified project would not result in new or substantially more severe impacts related to light and glare when compared to the previously approved BRP uses or commercial uses evaluated in the 2004 MND. The 2004 MND does not include any mitigation measures for potential impacts related to light and glare, and none are required for the modified project.

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Agricultural Resources		Where Impact Was Analyzed in the 2004 MND	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Is Preparation of a Supplemental or Subsequent MND Required?
1.	Would the modified project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to non-agricultural use?	Discussion 1-3, Section B. Agricultural Resources	No	No	No
2.	Would the modified project conflict with existing zoning for agricultural use or an existing Williamson Act contract?	Discussion 1-3, Section B. Agricultural Resources	No	No	No
3.	Would the modified project involve other changes in the existing environment that, due to their location or nature, could result in conversion of off-site farmland to non-agricultural use?	Discussion 1-3, Section B. Agricultural Resources	No	No	No

Discussion

The project site and surrounding area is not used for agricultural purposes. The project site and properties surrounding the site are not zoned for agricultural use and are not included in a Williamson Act Contract. As discussed in the 2004 MND, the City of Oxnard 2020 General Plan designates the modified project site for urban use and the site is within the City's Urban Restriction Boundary.

1-3) Impacts to agricultural resources as a result of development on the modified project site would be the same as impacts of the Dunkirk Drive, Tract Number 5640 Project evaluated in the 2004 MND. The project would not result in any new or substantially more severe impacts to agricultural resources. The 2004 MND does not include any mitigation measures for potential impacts to agricultural resources and none are required for the modified project.

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Air Quality		Where Impact Was Analyzed in the 2004 MND	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Is Preparation of a Supplemental or Subsequent MND Required?
1.	Would the modified project conflict with or obstruct implementation of the Ventura County AQMP?	Discussion 1-4, Section C. Air Quality	No	No	No
2.	Would the modified project violate a federal or state air quality standard or contribute substantially to an existing or projected air quality standard violation?	Discussion 1-4, Section C. Air Quality	No	No	No
3.	Would the modified project result in a cumulatively considerable net increase of any criteria in excess of quantitative thresholds recommended by the VCAPCD)?	Discussion 1-4, Section C. Air Quality	No	No	No
4.	Would the modified project expose sensitive receptors to pollutant concentrations exceeding state or federal standards or in excess of applicable health risk criteria for toxic air contaminants?	Discussion 1-4, Section C. Air Quality	No	No	No
5.	Would the modified project create objectionable odors affecting a substantial number of people?	Discussion 5, Section C. Air Quality	No	No	No

Discussion

The modified project site is located in the South Central Coast Air Basin (SCCAB), which includes all of Ventura, Santa Barbara, and San Luis Obispo counties. The SCCAB is currently a nonattainment area for both the federal and State standards for ozone and the State standard for PM₁₀.

Project-generated emissions were estimated for the development of the modified project site under the Dunkirk Drive, Tract Number 5640 Project as well as the modified project based on the proposed land use assumptions and vehicle emissions factors using the California Emissions Estimator Model (CalEEMod; Version 2020.4.0). CalEEMod data output is included in Appendix B. The changes to air quality emissions resulting from development of the commercial development in comparison to the proposed condominium project are detailed in the discussions of construction and operational impacts below.

According to the 2004 MND, development facilitated by the Dunkirk Drive, Tract Number 5640 Project would potentially result in short-term impacts to air quality as a result of grading and other project construction activities. The 2004 MND for the Dunkirk Drive, Tract Number 5640 Project did not evaluate the components of the redevelopment project on an individual basis. Accordingly, the changed use and development density under the modified project is analyzed further below to

determine the level of impacts to air quality in comparison the development of the project site under the Dunkirk Drive, Tract Number 5640 Project.

1) According to the Ventura County Air Quality Assessment Guidelines (Ventura County Air Pollution Control District [VCAPCD] 2003), a project must conform to the local general plan and must not result in or contribute to an exceedance of the County's projected population growth forecast in order to be consistent with the AQMP. Based on the California Department of Finance (DOF) 2021 population and housing estimates, the City had a total population of 204,675 people and an average household size of 3.86 persons in January 2021. Based on the average household size, the 90 proposed residential units included in the modified project would accommodate approximately 348 people. This would result in a total population of 205,023 people in the City. VCAPCD's AQMP utilizes regional population and employment forecasts developed by the Southern California Association of Governments (SCAG). SCAG's 2016–2040 Regional Transportation Plan/Sustainable Communities Strategy growth forecast projects a population of 237,300 people in the City in 2040. The total population in the City with implementation of the modified project would not exceed SCAG's most recent growth projections for the City. As such, the growth forecast is also within the population growth parameters considered in the AQMP. Therefore, development of the modified project would not obstruct implementation of the AQMP or attainment of State or federal air quality standards or otherwise result in a new or more severe impact or mitigation measures when compared to the Dunkirk Drive, Tract Number 5640 Project evaluated in the 2004 MND.

2-3)

Construction Emissions

The modified project would generate temporary construction emissions. The primary source of reactive organic gases (ROG), nitrogen oxides (NO_x), carbon monoxide (CO), and sulfur oxides (SO_x) emissions is from internal combustion of construction equipment exhaust and on-road haul-truck trips, while the majority of particulate matter emissions occur as a result of fugitive dust emissions generated during grading and excavation activities. Primary sources of PM₁₀ and PM_{2.5} emissions are clearing activities, excavation and grading operations, construction vehicle traffic on unpaved ground, and wind blowing over exposed earth surfaces. VCAPCD's Air Quality Assessment Guidelines recommend significance thresholds for projects proposed in Ventura County. Under these guidelines, projects that generate more than 25 pounds per day (lb/day) of ROG or NO_x individually and cumulatively jeopardize attainment of the federal ozone standard and thus have a significant adverse impact on air quality. However, VCAPCD's 25 lbs/day thresholds for ROG and NO_x do not apply to construction emissions because construction emissions are not permanent. Nevertheless, for construction impacts, the VCAPCD recommends imposition of mitigation if emissions of either pollutant exceed 25 lb/day. The VCAPCD requires minimizing fugitive dust through various dust control measures as documented in Rule 55.

Construction emissions were estimated for the original commercial development and the modified project based on the land uses included in each and vehicle emissions factors using CalEEMod (refer to Appendix B). A comparison of the estimated construction and operational emissions are shown in Table 3.

Table 3 Comparison of Construction and Operational Emissions Generation

	Maximum Emissions (lb/day)		VCAPCD Threshold	Threshold Exceeded?
	ROG	NO _x		
Original Commercial Development				
Construction	38.6	33.1	N/A	No
Operations	10.5	8.7	25 lb/day	No
Modified Project				
Construction	67.9	33.1	N/A	No
Operations	5.7	3.2	25 lb/day	No
Source: CalEEMod output, Appendix B				

As shown in Table 3, the modified project would result in higher emissions of ROG from construction and lower emissions of ROG and NO_x from project operation than the commercial development included in the original project. Neither the approved nor modified project would result in emissions exceeding VCAPCD thresholds.

As with the commercial development included in the original project, the modified project would be required to implement applicable standard VCAPCD emissions control measures, including construction equipment controls, such as minimizing idle time, maintaining equipment engines, using alternatively fueled equipment, and minimizing the number of pieces of equipment operated simultaneously. Additionally, construction activities would be required to adhere to the VCAPCD Rule 50 for Opacity and Rule 51 for Nuisance. As determined for the original project in the 2004 MND, compliance with the required VCAPCD measures would reduce potential air pollutant emissions associated with construction. The modified project would also be subject to Mitigation Measures C-1 through C-8 from the 2004 MND, which include additional requirements and specifications to further reduce air pollutant emissions from construction activities.

Operational Emissions

Operational emissions associated with the modified project would be generated by both stationary and mobile sources as a result of normal operations of a residential development. Stationary emissions would be generated by the consumption of natural gas for space and water heating equipment. Mobile emissions would be generated by vehicles traveling to and from the modified project site. Project-generated operational emissions were estimated based on the proposed land use assumptions and vehicle emissions factors using CalEEMod. As shown in Table 3, modified project operation would generate up to 5.7 lb/day of ROG and 3.2 lb/day of NO_x. These emissions would not exceed the VCAPCD significance thresholds of 25 lb/day and are lower than operational emissions from the original project. The modified project would not result in new or substantially more severe impacts to air quality when compared to development of the modified project site under the 2004 Dunkirk Drive, Tract Number 5640 Project.

With regard to determining the significance of the modified project's contribution to air quality violations, the VCAPCD neither recommends quantified analyses of cumulative operational emissions nor provides methodologies or threshold of significance to be used to assess cumulative construction or operational impacts. Instead, the VCAPCD recommends that a project's contribution to cumulative impacts should be assessed utilizing the same significance criteria as those for project

specific impacts. Therefore, if implementation of the modified project would generate operational emissions that exceed the VCAPCD-recommended daily thresholds for project-specific impacts, then the modified project would also cause a cumulatively considerable increase in emissions for those pollutants for which SCCAB is in nonattainment. As previously discussed, operational daily emissions associated with the modified project would not exceed VCAPCD significance thresholds and the modified project would not result in cumulatively considerable increase in emissions for which SCCAB is in nonattainment.

In summary, with implementation of Mitigation Measures C-1 through C-8 from the 2004 MND, the modified project would not result in new or substantially more severe impacts to air quality beyond those identified in the 2004 MND.

4) Construction of the modified project would result in temporary emissions of diesel particulate matter (DPM), which consists of exhaust PM_{2.5} and PM₁₀ and is a Toxic Air Contaminant (TAC). The modified project would be required to comply with the California Air Resources Board (CARB) Airborne Toxic Control Measures' anti-idling measure, which limits idling to no more than five minutes at any location for diesel-fueled commercial vehicles, as well as the required and applicable Best Available Control Technology and the In-Use Off-Road Diesel Vehicle Regulation to avoid and/or reduce emissions of DPM associated with project construction to the maximum extent possible. Given that the modified project consists of a residential development, it would not include unique sources of substantive TAC emissions identified by the VCAPCD- or CARB-siting recommendations. Therefore, the modified project would not expose sensitive receptors to pollutant concentrations exceeding state or federal standards or in excess of applicable health risk criteria for TACs and would not exacerbate existing environmental conditions associated with DPM emissions at the site from heavily trafficked roadways in the vicinity of the modified project site. The 2004 MND included mitigation for potential impacts to air quality as a result of construction on the project site. However, with implementation of the required CARB DPM control measures, no additional mitigation measures would be required for modified project.

5) Land uses likely to produce objectionable odors include agriculture, chemical plants, composting operations, dairies, fiberglass molding, landfills, refineries, rendering plants, rail yards, and wastewater treatment plants. The modified project would not involve development or operation of any of these types of uses. Potential activities that may emit odors during project construction activities include the use of architectural coatings and solvents and the combustion of diesel fuel in on- and off-road equipment. VCAPCD Rule 74.2 would limit the amount of ROGs in architectural coatings and solvents. In addition, project construction activities would be required comply with the applicable provisions of the CARB Air Toxics Control Measure regarding idling limitations for diesel trucks. Through mandatory compliance with VCAPCD rules and CARB idling limitation, construction activities would not create objectionable odors affecting a substantial number of people. Therefore, the modified project would not result in new or substantially more severe impacts related to odors when compared to the Dunkirk Drive, Tract Number 5640 Project evaluated in the 2004 MND. No mitigation was required in the 2004 MND and none would be required for the modified project.

Biological Resources		Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Is Preparation of a Supplemental or Subsequent MND Required?
	Where Impact Was Analyzed in the 2004 MND			
1. Would the modified project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	Discussion 1-6, Section D. Biological Resources	No	No	No
2. Would the modified project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations adopted by the California Department of Wildlife and Wildlife or U.S. Fish and Wildlife Service?	Discussion 1-6, Section D. Biological Resources	No	No	No
3. Would the modified project have a substantial adverse effect on federally protected waters of the U.S. as defined by Section 404 of the federal Clean Water Act or protected waters of the state as defined by Section 1600 et seq. of the California Fish and Game Code (including, but not limited to, marshes, vernal pools, and coastal wetlands) through direct removal, filling, hydrological interruption, or other means?	Discussion 1-6, Section D. Biological Resources	No	No	No
4. Would the modified project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	Discussion 1-6, Section D. Biological Resources	No	No	No

Biological Resources		Where Impact Was Analyzed in the 2004 MND	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Is Preparation of a Supplemental or Subsequent MND Required?
5.	Would the modified project conflict with any local policies or ordinances protecting biological resources?	Discussion 1-6, Section D. Biological Resources	No	No	No
6.	Would the modified project conflict with an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	Discussion 1-6, Section D. Biological Resources	No	No	No

Discussion

The lots comprising the modified project site are currently undeveloped and located in an urban area of the City of Oxnard. According to the 2004 MND, no known special status plant or animal species, sensitive natural communities, or wildlife corridors are present on or in the immediate vicinity of the project site.

1-6) Biological conditions on the project site have not changed since the analysis of the Dunkirk Drive, Tract Number 5640 Project in the 2004 MND. No candidate, sensitive, or special status species are known to inhabit the modified project site. The City of Oxnard 2030 General Plan does not identify environmentally sensitive habitat, wetlands, riparian corridors, or migratory corridors on, or within the vicinity of, the project site. No native plant communities or areas of unique or sensitive habitat identified in local, regional, or state habitat conservation plans are located within the vicinity of the project site. Development on the modified project site would also be subject to the same uniformly applied conditions of approval for the Dunkirk Drive, Tract Number 5640 Project for removal of any trees from the project site, requiring the economic appraisal value of the trees removed be put back into new upgraded tree sizes for the project in addition to meeting the City's minimum tree size of 24" box. Therefore, the project would not result in new or substantially more severe impacts to biological resources than those determined in the 2004 MND. The 2004 MND does not include any mitigation measures for potential impacts to biological resources and none are required for the modified project.

Climate Change and Greenhouse Gas Emissions	Where Impact Was Analyzed in the 2004 MND	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Is Preparation of a Supplemental or Subsequent MND Required?
1. Would the modified project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	N/A; New CEQA checklist item added subsequent to 2004 MND	No	No	No
2. Would the modified project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases or otherwise conflict with the state goal or reducing greenhouse gas emissions in California?	N/A; New CEQA checklist item added subsequent to 2004 MND	No	No	No
3. Would the modified project contribute or be subject to potential secondary effects of climate change (e.g., sea level rise, increase fire hazard)?	N/A; New CEQA checklist item added subsequent to 2004 MND	No	No	No

Discussion

The 2004 MND did not address greenhouse gas (GHG) emissions and climate change, because these checklist questions were not included in Appendix G of the State CEQA Guidelines or the City's IS Checklist at the time the MND analysis was prepared. Therefore, the analysis below determines the level of impacts for the modified project relative to the most current GHG emissions targets and with consideration of the development envisioned for the project site under the original project.

1-3) In response to an increase in man-made GHG concentrations over the past 150 years, California has implemented Assembly Bill (AB) 32, the "California Global Warming Solutions Act of 2006." AB 32 codifies the Statewide goal of reducing emissions to 1990 levels by 2020 (essentially a 15 percent reduction below 2005 emission levels) and the adoption of regulations to require reporting and verification of statewide GHG emissions. In 2016, the governor signed Senate Bill (Senate Bill) 32 into law, which requires the State to further reduce GHGs to 40 percent below 1990 levels by 2030. SB 32 is an extension of AB 32. The other provisions of AB 32 remain unchanged.

On December 14, 2017, CARB adopted the 2017 Scoping Plan, which provides a framework for achieving the 2030 GHG emissions reduction target established by SB 32. To meet reduction targets, the 2017 Scoping Plan relies on the continuation and expansion of existing policies and regulations, such as the Cap-and-Trade Program, as well as implementation of policies such as SB 350 and SB 1383. SB 350, the Clean Energy and Pollution Reduction Act of 2015, has two objectives: to increase the procurement of electricity from renewable sources from 33 percent to 50 percent by 2030 and to double the energy efficiency savings in electricity and natural gas final end uses of retail

customers through energy efficiency and conservation. Adopted in September 2016, SB 1383 requires CARB to approve and begin implementing a comprehensive strategy to reduce emissions of short-lived climate pollutants and requires CalRecycle, in consultation with ARB, to adopt regulations that achieve specified targets for reducing organic waste in landfills. The 2017 Scoping Plan also puts an increased emphasis on innovation, adoption of existing technology, and strategic investment to support its strategies.

The 2017 Scoping Plan does not provide project-level thresholds for land use development. Instead, it recommends that local governments adopt policies and locally-appropriate quantitative thresholds consistent with a statewide per capita goal of six metric tons (MT) CO₂e by 2030 and two MT CO₂e by 2050 (CARB 2017). As stated in the 2017 Scoping Plan, these goals are appropriate for plan-level analyses (city, county, subregional, or regional level), but not for specific individual projects because they include all emissions sectors in the State. In the United States, most of the emissions of human-caused GHG emissions come from burning fossil fuels for energy use in transportation and electricity generation (U.S. Energy Information Administration 2017); therefore, per capita GHG emissions reduction goals would be expected to result in corresponding reductions in per capita energy consumption.

A project-specific efficiency threshold can be calculated by dividing statewide GHG emissions by the sum of statewide jobs and residents. However, not all statewide emission sources would be affected by the proposed land use (e.g., agriculture and industrial). Accordingly, consistent with the concerns raised in the Golden Door (2018) and Newhall Ranch (2015) decisions regarding the correlation between state and local conditions, the 2030 statewide inventory target was modified with substantial evidence provided to establish a locally-appropriate, evidence-based, commercial project-specific threshold consistent with the SB 32 target.

To develop this threshold, the local planning area was first evaluated to determine emissions sectors that are present and would be directly affected by potential land-use changes. The Agricultural and Industrial Sector source emissions (i.e., oil, gas, and hydrogen production; refineries; general fuel use; and mining operations) would not be directly affected by the proposed residences; therefore, these sectors were removed from the State 2030 emissions forecast to retain a more conservative locally-appropriate target. Additionally, Cap and Trade emissions reductions occur independent of any local jurisdictional land use decisions and were also excluded from the locally-appropriate target. After removing Agricultural, Industrial, and Cap and Trade emissions, the remaining emissions sectors with sources in the planning area were summed to create a locally-appropriate emissions total for a residential project in Oxnard. This locally-appropriate emissions total is divided by the statewide 2030 service person population to determine a locally-appropriate, project-level threshold of 3.2 MT of CO₂e per service population that is consistent with SB 32 targets, as shown in Table 4 and Table 5.

Table 4 SB 32 Scoping Plan Emissions Sector Targets

GHG Emissions Sector ¹	2030 State Emissions Target (MMT) ¹	Locally Appropriate ²	Project Specific	Major Sources ³
Residential and Commercial	38	Yes	Yes	Natural gas end uses, including space and water heating of buildings
Electric Power	53	Yes	Yes	Electricity uses, including lighting, appliances, machinery and heating
High GWP	11	Yes	Yes	SF ₆ from power stations, HFCs from refrigerants and air conditioning ⁴
Recycling and Waste	8	Yes	Yes	Waste generated by residential, commercial, and other facilities
Transportation	103	Yes	Yes	Passenger, heavy duty, and other vehicle emissions
Industrial	83	No	No	Oil, gas, and hydrogen production, refineries, general fuel use, and mining operations do not occur substantially within the City and would not be allowed under the proposed RRSP amendments ⁵
Agriculture	24	No	No	Enteric fermentation, crop residue burning, and manure management do not occur substantially within the City and would not be allowed under the proposed RRSP amendments
Cap and Trade Reductions	-60	No	No	Reductions from facilities emitting more than 10,000 MT CO ₂ e per year ⁶
Scoping Plan Target (All Sectors)	260	No	No	All emissions sectors
Locally Inapplicable Sector (Industrial)	-83	No	No	Oil, gas, and hydrogen production, refineries, general fuel use, and mining operations ⁵
Locally Inapplicable Sector (Agriculture)	-24	No	No	Enteric fermentation, crop residue burning, and manure management
Locally Inapplicable Sector (Cap and Trade)	60	No	No	Reductions from facilities emitting more than 10,000 MT CO ₂ e per year ⁶
2030 Locally Applicable Emissions Sectors	213	Yes	Yes	Emissions applicable to the local planning area

MMT = million metric tons

¹ All State targets in MMT CO₂e. See the 2017 Climate Change Scoping Plan, page 31 for sector details (CARB 2017).

² Locally-appropriate is defined as having significant emissions in Scoping Plan Categorization categories within the planning area.

³ See CARB GHG Emissions Inventory Scoping Plan Categorization for details, available at:

<https://www.arb.ca.gov/cc/inventory/data/data.htm>

⁴ SF₆ is used primarily as an insulator in electrical substations while HFCs can be found in many residential and commercial refrigeration and air conditioning units. HFCs are in the process of being phased out through 2036 in most developed countries.

⁵ The majority of this sector is not applicable to the local planning area, and any potential applicable subsectors cannot be disaggregated due to CARB accounting methods. Therefore, the entire sector has been removed to ensure a more conservative target.

⁶ Cap and Trade is excluded as reductions will occur independent of local project land use decisions and are therefore not locally appropriate.

Table 5 SB 32 Locally-Appropriate Project-Specific Threshold

California 2017 Climate Change Scoping Plan	California 2030 Population (persons) ¹	43,939,250
	California 2030 Employment Projection (persons) ²	23,459,500
	Service Population (persons)	67,398,750
Locally-Appropriate 2030 Project Threshold	2030 Locally-Appropriate Emissions Sectors (MT of CO ₂ e)	213,000,000
	2030 Service Population (persons)	67,398,750
	2030 Service Person Target (MT of CO ₂ e per Service Person)	3.2 ²

¹ California Department of Finance 2018

² Average of employment range projections under implementation scenario. See CARB 2017 Climate Change Scoping Plan Update, page 55 (CARB 2017).

³Total of 3.16 has been rounded up per Scoping Plan general methodology. Lead agencies may determine this threshold as they deem appropriate.

Construction of either the original project or the modified project would generate GHG emissions through the combustion of fossil fuels by heavy-duty construction equipment and through vehicle trips generated by construction workers, vendors, and residents traveling to and from the project site. Based on CalEEMod results, a comparison of the estimated GHG emissions from construction of the original and modified projects are shown in Table 6.

Table 6 Comparison of Estimated GHG Emissions during Construction

	Original Project Emissions (MT of CO ₂ e)	Modified Project Emissions (MT of CO ₂ e)
Construction Period	388.1	409.0
Amortized over 30 years	12.9	13.6

Notes: All emissions modeling was completed using CalEEMod. See Appendix B for modeling results. Some numbers may not sum exactly due to rounding.

New development on the modified project site would generate long-term GHG emissions from new vehicle trips (mobile emissions), combustion of natural gas and use of electricity (energy emissions), solid waste disposal, water use and wastewater generation, and consumer products, architectural coatings, and landscaping equipment (area emissions). Based on the San Diego Association of Governments estimated building area per employee for retail uses of 588 square feet per employee, the original potential 82,764 square foot commercial space would include an estimated 141 employees per day, which represents the assumed service population for the original project. Based on the DOF 2020 population and housing estimates, the City had an average household size of 3.86 persons in January 2021. Using the average household size, the 90 proposed residential units included in the project would accommodate approximately 348 people, which represents the assumed service population for the modified project. Table 7 provides a comparison of the combined construction, operational, and mobile GHG emissions associated with the original project and modified project.

Table 7 Comparison of Combined Annual GHG Emissions

Emission Source	Original Project Emissions (MT of CO ₂ e)	Modified Project Emissions (MT of CO ₂ e)
Construction	12.9	13.6
Operational		
Area	< 0.1	1.1
Energy	173.0	165.8
Solid Waste	43.7	30.2
Water	30.0	29.9
Mobile	1,774.6	607.6
Total Emissions	2,034.3	848.2
Service Population	141	348
Emissions per Service Population (MT CO₂e/SP/year)	14.4	2.4
Project-Specific Efficiency Threshold (MT CO ₂ e/SP/year)	3.2	3.2
Exceed Project-Specific Threshold?	Yes	No

See Appendix B for CalEEMod results. Some numbers may not sum exactly due to rounding.

As shown in Table 7, combined annual GHG emissions from the modified development would be approximately 2.4 MT of CO₂e per service person per year, which would not exceed the locally-appropriate, project-specific threshold of 3.2 MT of CO₂e per service person per year or the estimated GHG emissions of approximately 14.4 MT of CO₂e per service person per year from the original project. Therefore, the modified project would not result in a potentially significant increase in GHG emissions.

In addition, the California Air Pollution Control Officers Association (CAPCOA) suggests making significance determinations on a case-by-case basis when no significance threshold has been formally adopted by a lead agency. This includes evaluating a project's sources of GHG emissions and considering project consistency with applicable emission reduction strategies and goals. The modified project would be consistent with the policies identified in the City's 2030 General Plan for addressing energy issues of climate change mitigation and adaptation, sea level rise, and energy conservation and generation by incorporating implementing features consistent with the latest requirements of the 2019 Building Energy Efficiency Standards. Additionally, the modified project's post-2020 GHG emissions trajectory is expected to follow a declining trend under anticipated future regulatory restrictions, consistent with the State's 2030 and 2050 and the goals of AB 32. The modified project would incorporate energy reduction and water conservation measures, identified in the City's 2030 General Plan, that reduce GHG emissions compared to a conventional project of similar size and scope. Additionally, GHG emissions reductions would be achieved through energy-efficient lighting, installation of low-flow appliances, and water conservation. Therefore, the modified project would not result in new or substantially more severe impacts associated with GHG emissions and conflicts with any applicable GHG reduction plan, policy, or regulation, when compared to those under development anticipated for the project site in the 2004 MND. The 2004

MND does not include any mitigation measures for potential impacts associated with GHG emissions and none are required for the modified project.

Cultural Resources		Where Impact Was Analyzed in the 2004 MND	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Is Preparation of a Supplemental or Subsequent MND Required?
1.	Would the modified project cause a substantial adverse change in the significance of an historical resource as defined in CEQA Guidelines Section 15064.5?	Discussion 1-4, Section E. Cultural Resources	No	No	No
2.	Would the modified project cause a substantial adverse change in the significance of a unique archaeological resource pursuant to State CEQA Guidelines Section 15064.5?	Discussion 1-4, Section E. Cultural Resources	No	No	No
3.	Would the modified project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	Discussion 1-4, Section E. Cultural Resources	No	No	No
4.	Would the modified project disturb any human remains, including those interred outside of formal cemeteries?	Discussion 1-4, Section E. Cultural Resources	No	No	No

Discussion

The lots comprising the modified project site are currently undeveloped and located in an urban area of the City of Oxnard. According to the 2004 MND, the modified project site is disturbed from previous agricultural activity and no known cultural or historic resources are present on the site.

1-4) Conditions related to historic buildings and structures on the modified project site have not changed since the analysis of the Dunkirk Drive, Tract Number 5640 Project in the 2004 MND because no new historic structures or building have been identified. As determined in the 2004 MND, development of the modified project site could result in adverse effects to previously unidentified archaeological or ethnographic resources because such resources have potential to be encountered. The modified project would not result in additional site disturbance beyond what was evaluated for Dunkirk Drive, Tract Number 5640 Project in the 2004 MND. Nevertheless, the modified project would be required, as applicable, to comply with Mitigation Measures E-1 and E-2 in the 2004 MND, requiring a Phase I cultural resources survey as well as Native American monitoring for subsurface grading, trenching, or construction activities to avoid impacts to cultural resources. As with the original project, implementation of these measures would reduce impacts to a less than significant level. The modified project would not result in any new or substantially more severe impacts to cultural resources than what was evaluated in the 2004 MND, nor would it require new mitigation measures.

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Energy		Where Impact Was Analyzed in the 2004 MND	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Is Preparation of a Supplemental or Subsequent MND Required?
1.	Would the Modified Project involve wasteful, inefficient, or unnecessary consumption of energy during project construction, operation, maintenance, and/or removal?	N/A; New CEQA checklist item added subsequent to 2004 MND	No	No	No
2.	Would the Modified Project require additional energy facilities, the provision of which may have a significant effect on the environment?	N/A; New CEQA checklist item added subsequent to 2004 MND	No	No	No
3.	Would the Modified Project be inconsistent with existing energy standards?	N/A; New CEQA checklist item added subsequent to 2004 MND	No	No	No
4.	Would the Modified Project preempt future energy development or future energy conservation, or inhibit the future use of renewable energy or energy storage?	N/A; New CEQA checklist item added subsequent to 2004 MND	No	No	No

Discussion

Currently, there are no uses on the project site that require energy. The analysis in the 2004 MND predates updates to the State CEQA Guidelines requiring the evaluation of potential impacts related to energy consumption and resources and, therefore, did not address such impacts. Additional analysis is included below to determine the level of potential energy-related impacts and in comparison to the analysis in the 2004 MND for the Dunkirk Drive, Tract Number 5640 Project.

1-4) The California Energy Code provides energy conservation standards for all new commercial buildings constructed in California. The California Energy Code applies to the building envelope, space-conditioning systems, and water-heating and lighting systems of buildings and appliances. The California Energy Code provides guidance on construction techniques to maximize energy conservation and minimum efficiency standards for a variety of building elements, including appliances, heating and cooling equipment, and insulation for doors, pipes, walls and ceilings.

As with the development of commercial uses under the original Dunkirk Drive, Tract Number 5640 Project, the proposed condominium units would involve the use of energy during construction and operation. Energy use during the construction phase would be primarily in the form of fuel consumption to operate heavy equipment, light-duty vehicles, machinery, and generators for lighting. Temporary grid power may also be provided to construction trailers or electric construction equipment. Long-term operation of the project would require permanent grid connections for electricity and natural gas service to power internal and exterior building lighting, and heating and cooling systems.

While operation of the modified project would result in the consumption of natural gas, increasingly efficient building features and automobile engines are expected to offset the project's energy demand. The modified project would also be subject to energy conservation requirements in the California Energy Code (Title 24, Part 6, of the California Code of Regulations, California's Energy Efficiency Standards for Residential and Nonresidential Buildings) and the California Green Building Standards Code (CALGreen; Title 24, Part 11 of the California Code of Regulations). Adherence to Title 24 requirements would ensure that the modified project is consistent with current energy standards and would not result in wasteful and inefficient use of non-renewable resources due to building operation. Therefore, the modified project would not result in new or substantially more severe potential impacts related to energy demand and use compared to development of the original project. No mitigation was required in the 2004 MND and none would be required for the modified project.

Geology and Soils		Where Impact Was Analyzed in the 2004 MND	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Is Preparation of a Supplemental or Subsequent MND Required?
1.	Would the modified project expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:	Discussion 1-4, Section F. Geology and Soils	No	No	No
	a. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist or based on other substantial evidence of a known fault?				
	b. Strong seismic groundshaking that cannot be addressed through compliance with standard Code requirements?	Discussion 1-4, Section F. Geology and Soils	No	No	No
2.	Would the modified project be located on a geologic unit or soil that is unstable or that would become unstable as a result of the project and potentially result in an on-site or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse that cannot be addressed through compliance with standard Code requirements?	Discussion 1-4, Section F. Geology and Soils	No	No	No
3.	Would the modified project be located on expansive soil, creating substantial risks to life or property that cannot be addressed through compliance with standard Code requirements?	Discussion 1-4, Section F. Geology and Soils	No	No	No
4.	Would the modified project expose people or structures to inundation by seiche or tsunami?	Discussion 1-4, Section F. Geology and Soils	No	No	No
5.	Would the modified project rely on dredging or other maintenance activity by another agency that is not guaranteed to continue?	Discussion 1-4, Section F. Geology and Soils	No	No	No

Discussion

Oxnard is in an area that has a high potential for seismic ground shaking. While there are no known active faults within the City limits, active and potentially active faults are present in the surrounding region and may extend into the subsurface beneath the City. In addition, the City of Oxnard 2030 General Plan Background Report identifies the project site as being located in an area marked by high potential for seismic ground shaking and moderate to low potential for liquefaction. The proposed project is not located near the coastline, creeks, or drainage courses. Therefore, the area is not prone to inundation by seiche or tsunami.

1-5) Geological conditions on the modified project site have not substantially changed since the analysis of the Dunkirk Drive, Tract Number 5640 Project in the 2004 MND. The condominium units proposed as part of the modified project would be in the same location as the development evaluated in the 2004 MND. Accordingly, the proposed development would be subject to the conditions of Mitigation Measure F-1 from the 2004 MND requiring a site-specific soils investigation by a licensed geotechnical engineer and incorporation of construction techniques or other measures identified from the geotechnical evaluation to prevent significant liquefaction/ compressible soils impacts. These measures would minimize and/or avoid risks to life and property associated with geologic and soil hazards. The modified project would not rely on dredging or other maintenance activity by another agency that is not guaranteed to continue. Therefore, with implementation of Mitigation Measure F-1 from the 2004 MND, the modified project would not result in new or substantially more severe significant impacts relative to geological and soils conditions. No additional mitigation measures would be required.

Hazards and Hazardous Materials		Where Impact Was Analyzed in the 2004 MND	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Is Preparation of a Supplemental or Subsequent MND Required?
1.	Would the modified project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	Discussion 1-4, Section G. Hazards and Hazardous Materials	No	No	No
2.	Would the modified project create a significant hazard to the public or the environment through reasonably foreseeable upset or accident conditions involving the release of hazardous materials into the environment?	Discussion 1-4, Section G. Hazards and Hazardous Materials	No	No	No
3.	Would the modified project emit hazardous substances or involve handling hazardous or acutely hazardous substances, or waste within one-quarter mile of an existing or proposed school in quantities or a manner that would create a substantial hazard?	Discussion 1-4, Section G. Hazards and Hazardous Materials	No	No	No
4.	Would the modified project be located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a substantial hazard to the public or environment?	Discussion 1-4, Section G. Hazards and Hazardous Materials	No	No	No
5.	Would the modified project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	Discussion 7, Section G. Hazards and Hazardous Materials	No	No	No

Discussion

The modified project site is currently vacant, but surrounded by various industrial, commercial, school and residential uses. The evaluation of the Dunkirk Drive, Tract Number 5640 Project in the 2004 MND determined that development on the project site would not result in impacts or would have less than significant impacts related to hazardous materials emissions and handling, and emergency response.

1-4) Rincon Consultants, Inc. performed a Soil Vapor Assessment for the modified project in August 2020 to assess the potential groundwater contamination and identify potential adverse effects from a nearby, former aerospace facility ("Pneumo Abex" or "Abex" facility). A groundwater contamination plume was identified under the modified project site as a result of industrial activities conducted at the Abex facility located approximately 270 feet away from 5th Street and Portofino Place (project site). Facility operations and chemical handling and disposal practices at Abex resulted in contamination of local groundwater with trichloroethene (TCE) and other chlorinated volatile organic compounds (CVOCs). The VOC plume follows the groundwater flow direction southwest from the Abex site and extends under Juan Lagunas Soria School, which is located adjacent to the eastern boundary of the modified project site. Soil remediation at the Abex site began in 1995 and groundwater remediation, which is ongoing, began in 1999.

In 2008, a Soil Vapor Supplemental Site Investigation was conducted at the adjacent school. TCE was not detected in any soil vapor samples, including those from a soil vapor probe at the property line of the school and the project site. All other CVOCs were either below the California Human Health Screen Levels or not detected. The Department of Toxic Substances Control (DTSC) reviewed the 2008 investigation results and issued a no further action letter for the school in 2008. One groundwater sample was collected from the modified project site in 2018 and the TCE level was generally lower than samples collected at the school in 2008. Isoconcentration maps estimating total CVOCs in groundwater were presented in the most recent groundwater monitoring report for the school and show the groundwater CVOc plume extends through the modified project site. Estimates of total CVOCs concentrations based on these maps indicate CVOc levels within acceptable concentrations at the adjacent school.

Sespe Consulting, Inc. conducted a Phase I Environmental Site Assessment (ESA) of the modified project site in May 2020. This ESA included a review of previous groundwater monitoring well data from previous years and concluded that soil vapor testing was not likely to identify substantial concentrations of CVOCs in soil vapor. The highest groundwater plume concentrations of CVOCs have remained near the point of release at the Abex facility location and are not expected to migrate substantially. Based on the findings of investigations and review of data for the area, the Soil Vapor Assessment concludes that that CVOCs in soil vapor at the modified project site are unlikely to pose a risk to human health of construction workers or future occupants.

The proposed residential condominium development would not introduce any new or unique hazards or hazardous materials to the modified project site beyond that associated with commercial development of the site under the Dunkirk Drive, Tract Number 5640 Project in the 2004 MND. The modified project would not emit any known hazardous materials during or after construction.

The Oxnard Fire Department responds to hazardous materials incidents in the City. To minimize hazards and assist the business operators and the Fire Department in responding to emergencies involving hazardous materials, the City's Certified Unified Permitting Agency (CUPA) requires compliance with the City's hazardous materials regulations. With implementation of uniformly applied development policies that require oversight for on-site hazardous materials as well as compliance with all state and federal regulations governing the use, transport, and disposal of hazardous materials, the modified project would not result in new or substantially more severe significant impacts related to hazards or hazardous materials. The 2004 MND does not include any mitigation measures for potential impacts associated with hazardous materials and none are required for the modified project.

5) As with the Dunkirk Drive, Tract Number 5640 Project evaluated in the 2004 MND, the modified project would be designed to meet City engineering standards and City Fire Department standards to ensure fire apparatus can reach all parts of the site and no issues with emergency access would occur. A Fire Access Plan has been prepared for the modified project, which shows the turning templates around interior private roadways to meet the City of Oxnard turning requirements for roadway intersections. The entries off of Portofino Place provide for a 26-foot roadway access with 20-foot drive aisles entering the project site, passing through the entry gates, and exiting the project to meet the requirements of gated two-way traffic entries. The two emergency access gates and entries on 5th Street would be 26-foot standard road width entries. Continued application of standard safety requirements and ongoing City programs would maintain safe conditions and access to and from the modified project site. Therefore, the modified project would not result in new or substantial more severe impacts related to emergency access when compared to what was analyzed in the 2004 MND. Mitigation was not identified in the 2004 MND and the modified project would not require mitigation.

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Hydrology and Water Quality		Where Impact Was Analyzed in the 2004 MND	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Is Preparation of a Supplemental or Subsequent MND Required?
1.	Would the modified project cause a violation of any adopted water quality standards or waste discharge requirements?	Discussion 1-3,5,6, Section H. Hydrology and Water Quality	No	No	No
2.	Would the modified project substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level that would not support existing land uses or planned uses for which permits have been granted)?	Discussion 1-3,5,6, Section H. Hydrology and Water Quality	No	No	No
3.	Would the modified project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner that would result in on- or off-site flooding or exceed the capacity of existing or planned stormwater drainage systems?	Discussion 1-3,5,6, Section H. Hydrology and Water Quality	No	No	No
4.	Would the modified project place new structures within a 100---year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	Discussion 7-10, Section H. Hydrology and Water Quality	No	No	No
5.	Would the modified project impede or redirect flood flows such that it would increase on- or off-site flood potential?	Discussion 7-10, Section H. Hydrology and Water Quality	No	No	No

Hydrology and Water Quality		Where Impact Was Analyzed in the 2004 MND	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Is Preparation of a Supplemental or Subsequent MND Required?
6.	Would the modified project expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	Discussion 7-10, Section H. Hydrology and Water Quality	No	No	No
7.	Would the modified project be exposed to a substantial risk related to inundation by seiche, tsunami, or mudflow?	Discussion 7-10, Section H. Hydrology and Water Quality	No	No	No

Discussion

The lots comprising the modified project site are currently undeveloped and located in an urban area of the City of Oxnard. The modified project site is located outside of the 100-year flood plain, and is not located near the coastline, creeks, or drainage courses.

1-3) Hydrological conditions in the modified project site vicinity have not substantially changed since the analysis of the Dunkirk Drive, Tract Number 5640 Project in the 2004 MND. The modified project does not involve any changes that would result in additional site disturbance beyond what was evaluated for the Dunkirk Drive, Tract Number 5640 Project in the 2004 MND. Water quality impacts associated with the modified project would primarily be those associated with motor vehicles and landscape maintenance. The primary source of non-point contaminants would be oil, grease, and particulates emitted by motor vehicles. As applicable, development of the proposed residential development would be required to comply with National Pollutant Discharge Elimination System (NPDES) Permit issued by the Regional Water Quality Control Board as well as the Ventura Countywide Stormwater Quality Urban Impact Mitigation Plan (SQUIMP) to reduce potential development impacts to water quality. Furthermore, compliance with existing local, state, and federal regulations for the use of hazardous materials would minimize potential impacts to water quality as a result of the project.

A Drainage Report, Storm Drainage Study, Detention Pond Sizing and Water Quality Design report (Drainage Report) was prepared by Peabody Engineering in July 2021 for the modified project. According to the Drainage Report, there are two existing drainage stubs to the project at Riviera Court and Portofino Place that would be used to collect the drainage from the modified project along with a new drainage stub that would be installed in Portofino Place. The project also would have a piped drainage system in the private roadways that would collect drainage from curb and gutter drain inlets and convey the drainage to the four detention and two retention basins proposed on site. The proposed drainage features are designed to meet the hydrologic requirements of the City of Oxnard, peak flows requirements, and Ventura County standards for detention and water quality treatment. These features would also ensure that the project outflow does not exceed the existing capacity of the City drainage system that the project would be connected to.

The modified project would not result in new or substantially more severe significant impacts related to hydrology and water quality. The 2004 MND does not include any mitigation measures for potential impacts to hydrology and water quality, and none are required for the modified project.

4-7) The modified project site is located outside of the 100-year flood plain. Additionally, the project site is not located near the coastline, creeks, or drainage courses. Therefore, the modified project site not located in an area that is prone to risks associated with the 100-year floodplain or inundation by seiche, tsunami, or mudflow. As such, the modified project would not result in new or substantially more severe significant impacts associated with risks of flooding or inundation and no mitigation is required. The 2004 MND does not include any mitigation measures for potential impacts associated with risks of flooding or inundation, and none are required for the modified project.

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Land Use and Planning	Where Impact Was Analyzed in the 2004 MND	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Is Preparation of a Supplemental or Subsequent MND Required?
1. Would the modified project conflict with an applicable land use plan, policy or regulation of the City or other agency with jurisdiction over the project adopted for the purpose of avoiding or mitigating a significant environmental effect?	Discussion 2, Section I. Land Use and Planning	No	No	No
2. Would the modified project involve land uses that are not allowed under any applicable airport land use compatibility plan?	Discussion 5-6, Section G. Hazards and Hazardous Materials	No	No	No
3. Would the modified project conflict with an applicable habitat conservation plan or natural community conservation plan?	Discussion 1,3, Section I. Land Use and Planning	No	No	No
4. Would the modified project physically divide an established community?	Discussion 1,3, Section I. Land Use and Planning	No	No	No

Discussion

The lots included in the modified project have a General Plan land use designation and zoning of BRP and are undeveloped. The General Plan land use and zoning of BRP have not been subject to a General Plan Amendment or Zone Change since the analysis of the Dunkirk Drive, Tract Number 5640 Project in the 2004 MND. The three lots included in the modified project lie within the traffic pattern zone of the Oxnard Airport, limiting the overall development density to a maximum of 25 percent structural coverage of the site.

1-4) The modified project requires a General Plan Amendment to change the existing land use designation from BRP to Low-Medium Residential (RLM), a Zone Change from BRP to Multi-Family Residential (R-2), a Tentative Tract Map to create 45 parcels and new roads, and a Special Use Permit to entitle the project. The proposed R-2 zoning would provide for an allowable density of one unit per 3,500 square-feet, or a total of 94 units on the project site (4 more than the 90 units proposed). The modified project does not include any proposed changes to the General Plan Land Use, Zoning or other modifications that that would result in development that would divide an established community or conflict with a habitat conservation plan or natural community conservation plan.

As detailed in the 2004 MND, the modified project site is located in the Oxnard Airport Sphere of Influence, which limits the structural coverage to 25 percent. The proposed condominium development would not exceed the 25 percent allowable site coverage. Additionally, the modified

project would be required to implement Mitigation Measure G-2 from the 2004 MND to avoid conflicts with airport compatibility requirements by undergoing review by the Federal Aviation Administration. Mitigation Measure G-1, which stipulated buffer requirements for residential development upon the previously proposed widening of 5th Street, is no longer warranted because the City no longer has plans to widen 5th Street. Additionally, the City's adopted Capital Improvement Plan (2021-2026) does not identify any proposals to widen 5th Street or any segment of road near the project vicinity. For these reasons, Mitigation Measure G-1 from the 2004 MND does not apply to the modified project. The modified project would also be required to comply with all zoning, land use, and development regulations applicable to the project site. With implementation of Mitigation Measure and G-2 from the 2004 MND and compliance with applicable regulations, the modified project would not result in new or substantially more severe significant impacts associated with applicable land use, habitat conservation, or natural community conservation plans, or dividing an established community. No additional mitigation measures would be required for modified project.

Mineral Resources		Where Impact Was Analyzed in the 2004 MND	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Is Preparation of a Supplemental or Subsequent MND Required?
1.	Would the modified project result in the loss of availability of a known mineral resource of value to the region or state?	Discussion 1,2. Section J. Mineral Resources	No	No	No
2.	Would the modified project result in the loss of availability of a locally important mineral resource recovery site delineated in the 2030 General Plan, specific plan or other land use plan?	Discussion 1,2. Section K. Mineral Resources	No	No	No

Discussion

The City of Oxnard has mineral/sand/gravel deposits primarily along the Santa Clara River Channel, along the United State Highway 101 freeway corridor, and along the eastern edge of the City extending west of Oxnard Boulevard. The modified project site does not currently provide mineral resources of value to the region nor serve as a mineral resource recovery site.

1-2) As discussed in the 2004 MND, the modified project site is located in an area with soils designated as MRZ-1 and MRZ-4. Neither of these designations indicate the presence of prime mineral resources. Therefore, development of the project in the same location as the original 2004 commercial project would not result in a new or substantially more severe impacts to mineral resources. The 2004 MND does not include any mitigation measures for potential impacts to mineral resources, and none are required for the modified project.

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Noise		Where Impact Was Analyzed in the 2004 MND	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Is Preparation of a Supplemental or Subsequent MND Required?
1.	Would the modified project generate or expose persons to noise levels in excess of standards established in the Oxnard 2030 General Plan or Noise Ordinance, or applicable standards of other agencies?	Discussion 1-4,6, Section K. Noise	No	No	No
2.	Would the modified project generate or expose persons to excessive groundborne vibration or groundborne noise levels?	Discussion 1-4,6, Section K. Noise	No	No	No
3.	Would the modified project generate a substantial temporary or periodic increase in ambient noise in the project vicinity above levels existing without the project?	Discussion 1-4,6, Section K. Noise	No	No	No
4.	Would the modified project generate a substantial permanent increase in ambient noise in the project vicinity above levels existing without the project?	Discussion 1-4,6, Section K. Noise	No	No	No
5.	For a project located within the airport land use plan for Oxnard Airport or within two miles of Naval Base, Ventura County at Point Mugu, would the modified project expose people residing or working in the project area to excessive noise levels?	Discussion 5, Section K. Noise	No	No	No
6.	Would the modified project expose non-human species to excessive noise?	Discussion 1-4,6, Section K. Noise	No	No	No

Discussion

The modified project site is currently undeveloped and, thus, there are no current operations on the project site that produce noise in the project vicinity. The existing noise environment in the vicinity of the modified project site is characterized by urban noise sources including, commuter traffic, domestic noises, and office and light industrial operations. The 41 residential units included in the 2004 Dunkirk Drive, Tract Number 5640 Project, adjacent to the southern boundary of the modified project site were completed in 2006 along with all required infrastructure. These units have not

resulted in substantial changes to noise environment on or surrounding the project site since the evaluation of the Dunkirk Drive, Tract Number 5640 Project in the 2004 MND.

1-4) As with development of the project site under the 2004 Dunkirk Drive, Tract Number 5640 Project, development on the modified project site could expose existing uses to temporary construction noise. It is anticipated that construction of the proposed condominium units would generate noise levels similar to those generated by construction of the previously evaluated commercial development. Additionally, development on the project site would be subject to City Code limitations on construction hours of operation in order to avoid disturbance of sensitive receptors.

New sources of long-term noise generated by the residences associated with the modified project would include traffic and domestic noise similar to that of existing development on and surrounding the project site. However, the proposed residences would generate less operational noise and traffic than commercial uses proposed for development on the project site under the 2004 Dunkirk Drive, Tract Number 5640 Project.

The modified project would introduce a new noise-sensitive land use to the project site. However, the proposed condominium units would be set back from the major roadways in the vicinity of the project site, with intervening vegetation and landscaping reducing traffic noise experienced at the residences. The condominium units also would be required to be constructed to include sufficient noise attenuation to maintain interior noise levels to City standards for residential uses. This would typically require the use of such features as double-paned windows on all windows that are exposed to traffic noise, glazing area limitations, solid-core doors, and walls insulated in conformance with California Title 24 requirements. Therefore, the modified project would not result in a new or substantially more severe noise impact when compared to the development of the modified project site under the Dunkirk Drive, Tract Number 5640 Project. No mitigation was required in the 2004 MND and none would be required for the modified project.

5) The modified project site is located approximately 550 feet south of the Oxnard Airport. The project site is located outside of the 65 dBA CNEL airport noise contour, but within the helicopter overflight area. Fly-over events are too infrequent to influence the 24-hour weighted CNEL noise contours, resulting in general project compatibility with City General Plan noise criteria. However, future on-site residents could be exposed to intermittent increases in noise levels that could result in temporary nuisance. As a result, the modified project would be subject to Mitigation Measure K-1 from the 2004 MND, which requires notification of future homeowners of the nearby airport operations and potential nuisances. With implementation of Mitigation Measure K-1, the modified project would not result in new or substantially more severe impacts associated with airport noise and no additional mitigation measures would be required.

Population, Education and Housing		Where Impact Was Analyzed in the 2004 MND	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Is Preparation of a Supplemental or Subsequent MND Required?
1.	Would the modified project involve a General Plan amendment that could result in an increase in population over that projected in the 2030 General Plan that may result in one or more significant physical environmental effects?	Discussion 1-3, Section L. Population and Housing	No	No	No
2.	Would the modified project induce substantial growth on the project site or surrounding area, resulting in one or more significant physical environmental effects?	Discussion 1-3, Section L. Population and Housing	No	No	No
3.	Would the modified project result in a substantial (15 single-family or 25 multi-family dwelling units – about one-half block) net loss of housing units through demolition, conversion, or other means that may necessitate the development of replacement housing?	Discussion 1-3, Section L. Population and Housing	No	No	No
4.	Would the modified project result in a net loss of existing housing units affordable to very low- or low-income households (as defined by federal and/or City standards), through demolition, conversion, or other means that may necessitate the development of replacement housing?	Discussion 1-3, Section L. Population and Housing	No	No	No
5.	Would the modified project cause an increase in enrollment at local public schools that would exceed capacity and necessitate the construction of new or expanded facilities?	Discussion 3, Section M. Public Services	No	No	No
6.	Would the modified project directly or indirect interfere with the operation of an existing or planned school?	Discussion 3, Section M. Public Services	No	No	No

Discussion

The modified project site is currently undeveloped and, thus, no uses exist on the project site that affect housing, population, or education in the project vicinity.

1-2) The modified project involves the development of residential condominium units in place of the commercial development evaluated as part of the Dunkirk Drive, Tract Number 5640 Project. Based on the DOF 2021 population and housing estimates, the City had a total population of 204,675 people and an average household size of 3.86 persons in January 2021. Using the average household size, the 90 proposed residential units included in the project would accommodate approximately 348 people. This would result in a total population of 205,023 people in the City upon project implementation. SCAG's 2016–2040 Regional Transportation Plan/Sustainable Communities Strategy growth forecast projects a population of 237,300 people in the City in 2040. The total population in the City with implementation of the modified project would not exceed SCAG's most recent growth projections for the City. Therefore, the modified project would not result in new or substantially more severe impacts than the Dunkirk Drive, Tract Number 5640 Project from population growth. The 2004 MND does not include any mitigation measures for potential impacts related to population growth, and no such measures are required for the modified project.

3-4) The modified project would result in the development of 90 residential units in place of the commercial development evaluated as part of the Dunkirk Drive, Tract Number 5640 Project. The modified project would add to the City's housing stock, and extend existing residential development in the project area. Therefore, the modified project would not result in new or substantially more severe impacts than the Dunkirk Drive, Tract Number 5640 Project related to a substantial loss of housing. No mitigation was required in the 2004 MND and none would be required for the modified project.

5-6) The 2004 MND for the Dunkirk Drive, Tract Number 5640 Project noted that development on the project site would be served by the Oxnard Elementary School District and Oxnard Union High School District, and development on the site would be required to pay school fees to offset impacts to schools in the district. While the proposed condominium units would increase the population in the City and, therefore, increase demand on public schools, the applicant would be required to pay applicable school impact fees. Section 65995(h) of the California Government Code (Senate Bill 50, chaptered August 27, 1998) states that payment of statutory fees "...is deemed to be full and complete mitigation of the impacts of any legislative or adjudicative act, or both, involving, but not limited to, the planning, use, or development of real property, or any change in governmental organization or reorganization." Therefore, with the payment of school impact fees, the modified project would not result in new or substantially more severe significant impacts to schools beyond what was identified in the 2004 MND. No additional mitigation is required.

Public Services and Recreation		Where Impact Was Analyzed in the 2004 MND	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Is Preparation of a Supplemental or Subsequent MND Required?
1.	Would the modified project increase demand for fire protection service such that new or expanded facilities would be needed to maintain acceptable service levels, the construction of which may have significant environmental effects?	Discussion 1, Section M. Public Services	No	No	No
2.	Would the modified project increase demand for law enforcement service such that new or expanded facilities would be needed to maintain acceptable service levels, the construction of which may have significant environmental effects?	Discussion 2, Section M. Public Services	No	No	No
3.	Would the modified project increase the use of existing park facilities such that substantial physical deterioration of the facilities would occur or be accelerated or that new or expanded park facilities would be needed to maintain acceptable service levels?	Discussion 4, Section M. Public Services Discussion 1-2, Section N. Recreation	No	No	No
4.	Would the modified project increase the need for or use of existing library or other community facilities such that substantial physical deterioration of the facilities would occur or be accelerated?	Discussion 5, Section M. Public Services	No	No	No

Discussion

The modified project site is currently undeveloped and, thus, no uses exist on the project site that affect public services and recreation in the area.

1) The modified project site is under the jurisdiction of the Oxnard Fire Department (OFD). The OFD fire station nearest to the modified project site is Station 1, located approximately 1.25 mile east of the site at 491 South K Street. Due to development limitations on the development density of residential uses on the modified project site as a result of the nearby Oxnard Airport, the modified project would not result in major increases in demand for OFD services when compared to the commercial development of the site under the Dunkirk Drive, Tract Number 5640 Project. The

change in demand would not be substantially different than that required for development under the original project nor would it affect the provision of fire protection given the location of the modified project site in an urbanized area of the City and within the current OFD service area. The proposed condominium development would also be required to meet all fire and building code provisions to the satisfaction of the OFD. The change in demand for OFD services would not result in the need for new or expanded facilities to maintain acceptable service levels, the construction of which may have significant environmental effects. Therefore, the modified project would not result in new or substantially more severe impacts to fire protection services or facilities beyond what was identified in the 2004 MND. The 2004 MND does not include any mitigation measures for potential impacts to fire protection facilities and services, and no such measures are required for the modified project.

2) The modified project site is under the jurisdiction of the Oxnard Police Department (OPD) for law enforcement protection services. OPD operates from its police station located at 251 South C Street, approximately 1.8 miles northeast of the project site. The City is divided into four police districts, each of which is further divided into smaller response beats. The modified project site is located in Beat 21, which is part of the West District.

Due to development limitations on the development density of residential uses on the modified project site as a result of the nearby Oxnard Airport, the modified project would not result in major increases in demand for OPD services when compared to the commercial development of the site under the Dunkirk Drive, Tract Number 5640 Project. The change in demand would not be substantially different than that required for commercial development under the original project nor would it affect the provision of police protection given the location of the modified project site in an urbanized area of the City that is within the current OPD service area. Additionally, the residential condominium development would incorporate various security features, such as fencing, and street lighting, to minimize trespassing and other crime that could place an additional demand on OPD. The change in demand for OPD services would not result in the need for new or expanded facilities to maintain acceptable service levels, the construction of which may have significant environmental effects. Therefore, the modified project would not result in new or substantially more severe significant impacts to police protection services or facilities beyond what was identified in the 2004 MND. The 2004 MND does not include any mitigation measures for potential impacts to police protection facilities and services, and no such measures are required for the modified project.

3-4) According to Section 4.5.1 of the Background Report for the 2030 General Plan, the City of Oxnard operates 50 existing park facilities located in the City Planning Area. In total, the City Planning Area contains approximately 828 acres of parkland, including a 362-acre public golf course. The nearest parks to the project site include Dunkirk Park, approximately 950 feet to the east of the site, and Seaview Park, approximately 900 feet to south of the site. The modified project does not involve any additional public recreational uses or permanent alterations of existing recreational or library facilities. The project would provide a 3,281 square-foot recreation building, pool, playground, and open space for use by residents of the new condominium units. The proposed condominium units would increase the population in the City, which may increase demand on nearby parks as well as City library facilities when compared to the commercial development of the site under the Dunkirk Drive, Tract Number 5640 Project. In accordance with the City's 2030 General Plan, the project applicant would be required to pay applicable developer fees to finance public facilities needed to offset any additional demand on parks and recreational facilities and library facilities. These developer fees would be assessed and determined by the City's Community Development Department through the plan check and permitting process prior to the issuance of

building permits. As such, the modified project would not result in an increased use of recreational or library facilities that would induce physical deterioration or require construction with a potential adverse effect on the environment when compared to what was analyzed in the 2004 MND. Therefore, the modified project would not result in new or substantially more severe impacts to parks or recreational facilities, or library facilities. No mitigation was required in the 2004 MND and none would be required for the modified project.

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Transportation and Circulation		Where Impact Was Analyzed in the 2004 MND	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Is Preparation of a Supplemental or Subsequent MND Required?
1.	Would the modified project cause an increase in traffic that is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections) based on adopted City of Oxnard level of service (LOS) standards?	Discussion 1-3, Section O. Transportation/Traffic	No	No	No
2.	Would the modified project exceed, either individually or cumulatively, and LOS standard established by the Ventura County Congestion Management Program (CMP) for designated roads or highways?	Discussion 1-3, Section O. Transportation/Traffic	No	No	No
3.	Would the modified project result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	Discussion 1-3, Section O. Transportation/Traffic	No	No	No
4.	Would the modified project substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	Discussion 4-5, Section O. Transportation/Traffic	No	No	No

Transportation and Circulation		Where Impact Was Analyzed in the 2004 MND	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Is Preparation of a Supplemental or Subsequent MND Required?
5.	Would the modified project result in inadequate emergency access?	Discussion 4-5, Section O. Transportation/Traffic	No	No	No
6.	Would the modified project conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?	Discussion 7, Section O. Transportation/Traffic	No	No	No

Discussion

The project site does not currently contain any uses or operations affecting the transportation and circulation system in the area.

1-2) According to the 2004 MND, development facilitated by the Dunkirk Drive, Tract Number 5640 Project would not result in deficiencies in the local circulation system. The evaluation in the 2004 MND determined that the development of residential development included in the Dunkirk Drive, Tract Number 5640 Project would result in a net increase in 456 trips per day. The evaluation in the 2004 MDN did not evaluate an increase in vehicle trips as a result of the development of commercial uses on the modified project site.

Since adoption of the 2004 MND the CEQA statute and guidelines have been revised to require evaluation of impacts on the local transportation and circulation system on the basis of VMT. Accordingly, the project's proposed change in land use within a portion of the 2004 Dunkirk Drive, Tract Number 5640 Project site is analyzed further below, incorporating the VMT estimates for the proposed project to determine the level of impacts to transportation and circulation in comparison the development of the modified project site under the Dunkirk Drive, Tract Number 5640 Project.

Per SB 743, the State CEQA Guidelines have been updated to incorporate vehicle miles traveled (VMT) as the primary metric for analyzing transportation impacts under CEQA. This update occurred after preparation of the 2004 MND so VMT is not specifically addressed in the prior analysis. However, because the Office of Planning and Research (OPR) has imposed a July 1, 2020 deadline for lead agencies to switch to use of the VMT metric, consideration of VMT is appropriate. The July 1, 2020 switch furthers the State's commitment to the goals of SB 375, AB 32, and AB 1358. Senate Bill 743 adds Chapter 2.7, Modernization of Transportation Analysis for Transit-Oriented Infill Projects, to Division 13 (Section 21099) of the Public Resources Code. Key provisions of SB 743 include reforming CEQA analysis for aesthetics and parking for urban infill projects and replacing the measurement of automobile delay with VMT as a metric that can be used for measuring environmental impacts. Under SB 743, the focus of the environmental impacts of transportation shift from driver delay to reduction of GHG emissions, creation of multimodal networks, and

promotion of a mix of land uses, and LOS standards become local policy thresholds as adopted among individual agencies.

The City of Oxnard has not adopted any specific significance thresholds related to VMT. OPR's Technical Advisory on Evaluating Transportation Impacts in CEQA (December 2018) provides guidance on analyzing VMT impacts in light of SB 743. According to the Technical Advisory, a 15 percent lower per capita VMT than existing development is both generally achievable and is supported by evidence that connects this level of reduction to the state's emissions goals. As a result, this 15 percent per capita reduction target is recommended in the Technical Advisory as the threshold for VMT impacts. If the per capita VMT for a project would not be reduced compared to the City's VMT per capita by a factor of 15 percent, then VMT impacts would be considered significant. Furthermore, for a project that replaces existing VMT-generating land uses, the Technical Advisory states that the project would lead to a less-than-significant transportation impact if the replacement land use leads to a net overall decrease in VMT.

The total VMT associated with commercial development under the original project as well as the residential development under the modified project was estimated using CalEEMod. Based on the CalEEMod analysis (see Appendix B), the commercial development under the original project would result in annual VMT of 5,172,230. The modified project would result in annual VMT of 1,812,497, or an average daily VMT of 4,966 (annual VMT divided by 365 days per year). Therefore, the modified project would result in a net overall decrease in VMT than development of the project site under the Dunkirk Drive, Tract Number 5640 Project, resulting in a less than significant transportation impact.

Based on the DOF 2020 average household size of 3.86 persons, the 90 proposed residential units included in the project would accommodate approximately 348 people. Accordingly, the modified project would result in 4,105 miles per person per year or about 11.2 miles per person per day. This suggests an average commute distance of 5.6 miles (11.2/2). By comparison, the Southern California Association of Governments' 2016 Regional Transportation Plan/Sustainable Communities Strategy (SCAG's RTP/SCS) estimates the 2040 average work trip length at 15.5 miles and non-work trip length at 7.9 miles. Conservatively using the non-trip work length, this suggests an average of 15.8 miles (7.9 x 2) per resident per day¹. The 11.2 miles per resident per day for the project would be approximately 29 percent lower than this average, which exceeds the 15 percent reduction threshold that the OPR recommends for projects.

Based on the above, the project would generally reduce VMT on both a local and regional level by minimizing travel distances for new residents in the City. Although the 2004 MND does not address VMT, significant VMT impacts are not anticipated. Therefore, the current proposal would not create a new significant transportation impact related to VMT that is not identified in the 2004 MND. The 2004 MND does not include any mitigation measures for potential impacts related to increases in VMT, and no such measures are required for the modified project.

3-6) The modified project would be designed to meet City engineering standards and City Fire Department standards to ensure fire apparatus can reach all parts of the site, and no safety issues have been identified. Furthermore, development of the modified project would be required to comply with all applicable 2030 General Plan policies intended to calm traffic and enhance the

¹ Typical trip rates for multi-family housing are approximately 6.6 trips/unit/day, which suggests between 2 to 4 work trips and the remainder as non-work trips. Considering this trip rate, the actual 2040 average trip length is likely even higher than the conservative estimate of 15.8 miles per resident per day, resulting in an even greater exceedance of the reduction threshold by the modified project than estimated.

walkability throughout the City. Implementation of these policies, in combination with continued application of standard safety requirements and ongoing City programs, would maintain safe conditions for pedestrians on the project site. Therefore, the modified project would not result in new or substantial increases in traffic hazards when compared to what was analyzed in the 2004 MND. The 2004 MND does not include any mitigation measures for potential impacts from traffic hazards, and none are required for the modified project.

7) The Dunkirk Drive, Tract Number 5640 Project in the 2004 MND included conditions to provide pedestrian connections to access to South Coast Area Transit stops along 5th Street as well as dedication of land area sufficient to provide bike lanes and sidewalks along 5th Street in the modified project site vicinity. The modified project would not change or impair implementation of these alternative transportation improvements, or otherwise conflict with any other policies, plans, or programs supporting alternative transportation. Therefore, the modified project would not result in new or substantially more severe conflict with plans, policies, or programs for such facilities than what was analyzed in the 2004 MND. No mitigation was required in the 2004 MND and none would be required for the modified project.

Tribal Cultural Resources		Where Impact Was Analyzed in the 2004 MND	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Is Preparation of a Supplemental or Subsequent MND Required?
Would the Modified Project cause a substantial adverse change in the significance of a tribal cultural resource, defined in a Public Resources Code Section 21074 as either a site, feature, place, or cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:					
1.	Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)?	Discussion 1-4, Section E. Cultural Resources	No	No	No
2.	A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?	Discussion 1-4, Section E. Cultural Resources	No	No	No

Discussion

Although not explicitly included in the adopted 2004 MND, a discussion of tribal cultural resources is included in this Addendum per the most recent version of the State CEQA Guidelines. Changes to the State CEQA Guidelines requiring analysis of tribal cultural resources took effect July 2015. Because the project's environmental review process was initiated prior to July 2015, analysis of impacts to tribal cultural resources is not required. The analysis below is included for informational purposes.

The lots comprising the modified project site are currently undeveloped and located in an urban area of the City of Oxnard. According to the 2004 MND, the modified project site is disturbed from previous agricultural activity and no known tribal cultural resources are present on the site.

According to the 2004 MND, development facilitated by the Dunkirk Drive, Tract Number 5640 Project could result in adverse effects to previously unidentified archaeological or ethnographic resources because such resources have potential to be encountered in the City. The 2004 MND determined that impacts to these resources would be less than significant level with mitigation requiring Native American monitoring for subsurface grading, trenching, or construction activities.

1-2) As determined in the 2004 MND, development of the project site could result in adverse effects to previously unidentified archaeological or ethnographic resources because such resources have

potential to be encountered in the City. The modified project would not result in additional site disturbance beyond what was evaluated for Dunkirk Drive, Tract Number 5640 Project in the 2004 MND. Nevertheless, the modified project would be required, as applicable, to comply with Mitigation Measures E-1 and E-2 in the 2004 MND, requiring a Phase I cultural resources survey as well as Native American monitoring for subsurface grading, trenching, or construction activities to avoid impacts to cultural resources. As with the original project, implementation of these measures would reduce impacts to a less than significant level. The modified project would not result in any new or substantially more severe impacts to tribal cultural resources than what was evaluated in the 2004 MND, nor would it require new mitigation measures.

Utilities		Where Impact Was Analyzed in the 2004 MND	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Is Preparation of a Supplemental or Subsequent MND Required?
1.	Would the modified project need new or expanded water supply entitlements that are not anticipated in the current Urban Water Management Plan?	Discussion 1-5, Section P. Utilities and Service Systems	No	No	No
2.	Would additional wastewater conveyance or treatment capacity be required to serve the modified project demand and existing commitments?	Discussion 1-5, Section P. Utilities and Service Systems	No	No	No
3.	Would the modified project generate solid waste that would exceed the permitted capacity of a landfill serving the City?	Discussion 6-7, Section P. Utilities and Service Systems	No	No	No
4.	Would the modified project conflict with federal, state, or local statutes or regulations related to solid waste?	Discussion 6-7, Section P. Utilities and Service Systems	No	No	No

Discussion

The lots comprising the modified project site are currently undeveloped and located in an urban area of the City of Oxnard. Currently, there are no uses on the project site that require utilities or energy.

1) The 2004 MND for the Dunkirk Drive, Tract Number 5640 Project determined that water would be supplied to development on the project site by Calleguas Municipal Water District (CMWD). The City's current water supply consists of imported surface water from the CMWD, groundwater from the United Water Conservation District (UWCD), and local groundwater from City wells.

As with the commercial development evaluated as part of the Dunkirk Drive, Tract Number 5640 Project, the proposed Portofino Place Project applicant will be required to obtain a "will serve" letter from the City of Oxnard Water Division to ensure that the Water Division has adequate water to serve the development. The modified project would also be subject to standard City conditions requiring all projects to provide drought-tolerant landscaping to reduce the amount of water consumed by the project. Therefore, the modified project would not result in new or substantially more severe impacts to water resources or facilities than the project analyzed in the 2004 MND. The 2004 MND does not include any mitigation measures for potential impacts to water resources or facilities, and no such measures are required for the modified project.

2) The 2004 MND for the Dunkirk Drive, Tract Number 5640 Project determined that commercial development of the modified project site would not result in impacts to wastewater facilities and services. The proposed residential condominium development on the modified project site would connect to the existing sewer system. The modified project would be required to comply with applicable County and City wastewater discharge limitations and requirements. Additionally, the applicant would be required to pay the City-required Sewer Connection Fees (SCF) and service charges that finance the operation and maintenance of the sewer system in the City. With payment of these fees and compliance with local wastewater regulations, the modified project would not result in new or substantially more severe impacts related to wastewater conveyance or facilities. The 2004 MND does not include any mitigation measures for potential impacts to wastewater conveyance or facilities, and none are required for the modified project.

3-4) As with the previously approved Dunkirk Drive, Tract Number 5640 Project, the modified project would be subject to standard conditions of approval requiring compliance with the City's recycling programs, which require solid waste recycling and disposal plans and reporting during construction and operation of the facility. With these provisions, the modified project would not result in new or substantially more severe impacts related to solid waste generation and disposal than the project analyzed in the 2004 MND. No mitigation was required in the 2004 MND and none would be required for the modified project.

Wildfire		Where Impact Was Analyzed in the 2004 MND	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Is Preparation of a Supplemental or Subsequent MND Required?
If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the Modified Project:					
1.	Substantially impair an adopted emergency response plan or emergency evacuation plan?	Discussion 7, Section G. Hazards and Hazardous Materials	No	No	No
2.	Due to slope, prevailing winds, and other factors, exacerbate wildfire risks and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	N/A; New CEQA checklist item added subsequent to 2004 MND	No	No	No
3.	Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	N/A; New CEQA checklist item added subsequent to 2004 MND	No	No	No
4.	Expose people or structures to significant risks, including downslopes or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	N/A; New CEQA checklist item added subsequent to 2004 MND	No	No	No

Discussion

The lots comprising the modified project site are currently undeveloped and located in an urban area of the City of Oxnard. The City and project site are not located in or near state responsibility areas or lands classified as very high fire hazard severity zones (California Department of Technology 2020).

The analysis in the 2004 MND predates updates to the State CEQA Guidelines requiring the evaluation of potential impacts related to wildfire and, therefore, did not address such impacts. Additional analysis is included below to determine the level of potential wildfire-related impacts for the modified project and in comparison to the analysis in the 2004 MND for the Dunkirk Drive, Tract 5640 Project.

1-4) The modified project would occur in the same location as development under the 2004 Dunkirk Drive, Tract 5640 Project, which is not located in or near state responsibility areas or lands classified as very high fire hazard severity zones. Additionally, the modified project would be required to implement all uniformly applied development standards to ensure emergency access to the site and avoid conflict with City emergency response and evacuation plans. Due to the location of the project site in a developed portion of the City away from state responsibility areas or lands classified as very high fire hazard severity zones and required compliance with emergency standards and plans, the project would not exacerbate wildfire risks or otherwise expose people or structures to significant risks associated with wildfire or post-fire conditions. Therefore, the modified project would not result in new or substantially more severe potential impacts related to wildfire compared to development of previously approved retail uses. The 2004 MND does not include any mitigation measures for potential impacts related to wildfire risks or emergency plans, and no such measures are required for the Modified Project.

Cumulative Impacts		Where Impact Was Analyzed in the 2004 MND	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Is Preparation of a Supplemental or Subsequent MND Required?
1.	Would cumulative impact of the modified project in combination with the impacts of past, present, and reasonably foreseeable future projects exceed a City significance threshold?	Sections A. through Q. of 2004 MND	No	No	No
2.	If so, would the modified project's contribution to the significant cumulative impact be cumulatively considerable?	Sections A. through Q. of 2004 MND	No	No	No

Discussion

The modified project would not result in new or substantially more severe impacts compared to the previously approved project with implementation of mitigation measures discussed herein. The modified project is an urban infill project in an area planned for development under the 2030 General Plan and in the Dunkirk Drive, Tract Number 5640 Project. Cumulative citywide significant impacts were documented in the 2030 General Plan Program EIR and overriding considerations were adopted in 2011. Furthermore, the total population in the City with implementation of the modified project would be well within SCAG's most recent growth projections and forecasts for the City. The modified project would not contribute to any cumulative impacts nor require additional mitigation beyond that considered in the General Plan EIR.

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6. Determination

In accordance with Section 15164 of the State CEQA Guidelines, the City of Oxnard has determined that this Addendum to the 2004 MND for the Dunkirk Drive, Tract Number 5640 Project is adequate to document changes or additions that have occurred in the project description since the 2004 MND was originally prepared. No new or more severe significant environmental impacts beyond those disclosed in the 2004 MND would occur as a result of the proposed Portofino Place Project and no additional mitigation would be required. The City has reviewed and considered the information contained in this Addendum in its consideration of the 2004 MND and finds that preparation of a subsequent negative declaration is not necessary.

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References

Please refer to the Additional References section in the 2004 MND for the Dunkirk Drive, Tract Number 5640 Project, in addition to the reference listed below.

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Appendix A

Applicable Mitigation Measures from the 2004 MND for the Dunkirk Drive, Tract Number 5640 Project

Applicable Mitigation Measures from the 2004 MND for the Dunkirk Drive, Tract Number 5640 Project

The mitigation measures identified in the 2004 MND for the Dunkirk Drive, Tract Number 5640 Project which are applicable to, and incorporated into, the project are listed in Table A-1 below for reference.

Table A-1 Mitigation Measures Identified in the 2004 MND for the Dunkirk Drive, Tract Number 5640 Project that are Applicable to the Project

Mitigation Measures	
Air Quality	
C-1	Developer shall ensure that all construction equipment is maintained and tuned to meet applicable Environmental Protection Agency (EPA) and California Air Resources Board (CARB) emission requirements. At such times as new emission control devices or operational modifications are found to be effective, Developer shall immediately implement such devices or operational modifications on all construction equipment.
C-2	During smog season (May through October), developer shall lengthen the construction period so as to minimize the number of vehicles and equipment operating at the same time.
C-3	At all times during construction activities, Developer shall minimize the area disturbed by clearing, grading, earth moving, or excavation operations to prevent excessive amounts of dust.
C-4	During construction, Developer shall water the area to be graded or excavated prior to commencement of grading or excavation operations. Such application of water shall be at least twice per day and shall penetrate sufficiently to minimize fugitive dust during grading activities.
C-5	During construction, Developer shall control dust by the following activities: ▪ All trucks hauling graded or excavated material offsite shall be required to cover their loads as required by California Vehicle Code §23114, with special attention to Sections 23114(b)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads. ▪ All graded and excavated material, exposed soils areas, and active portions of the construction site, including unpaved onsite roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible.
C-6	During construction, Developer shall post and maintain onsite signs, in highly visible areas, restricting all vehicular traffic to 15 miles per hour or less.
C-7	During periods of high winds (i.e. wind speed sufficient to cause fugitive dust to impact adjacent properties), Developer shall cease all clearing, grading, earth moving, and excavation operations to prevent fugitive dust from being a nuisance or creating a hazard, either onsite or offsite.

- C-8** Throughout construction, Developer shall sweep adjacent streets and roads at least once per day, preferably at the end of the day, so that any visible soil material and debris from the construction site is removed from adjacent roadways.

Cultural Resources and Tribal Cultural Resources

- E-1** Developer shall contract with a qualified archaeologist to conduct a Phase I cultural resources survey of the project site prior to issuance of any grading permits. The survey shall include: (1) an archaeological and historical records search through the California Historical Resources Information System at CalState Fullerton; and (2) a field inspection of the project site. Upon completion, the Phase I survey report shall be submitted to the Planning Division for compliance verification. A copy of the contract for these services shall be submitted to the Planning Division Manager for review and approval prior to initiation of the Phase I activities.

The contract shall include provisions in case any cultural resources are discovered onsite. In the event that any historic or prehistoric cultural resources are discovered, work in the vicinity of the find shall be halted immediately. The archaeologist shall evaluate the discovery and determine the necessary mitigations for successful compliance with all applicable regulations. Developer or its successor in interest shall be responsible for paying all salaries, fees and the cost of any future mitigation resulting from the survey.

- E-2** Developer shall contract with a Native American monitor to be present during all subsurface grading, trenching or construction activities on the project site. The monitor shall provide a monthly report to the Planning Division summarizing the activities during the reporting period. A copy of the contract for these services shall be submitted to the Planning Division Manager for review and approval prior to issuance of any grading permits. The monitoring report(s) shall be provided to the Planning Division prior to approval of final building permit signature.

Geology and Soils

- F-1** Developer shall submit a site-specific soils investigation, which shall be prepared by a licensed geotechnical engineer. At a minimum, such study shall include liquefaction and compressible soil characteristics on the subject site, and shall identify any necessary construction techniques or other mitigation measures to prevent significant liquefaction/compressible soils impacts upon the proposed project. All recommendations of said report shall be incorporated into the project. Developer shall submit the report to the Building Official for review and approval prior to issuance of building permits.

Land Use and Planning

- G-2** Prior to the issuance of building permits, the Developer shall file a Form 7460, "Notice of Proposed Construction" with the Federal Aviation Administration (FAA), and provide a copy to the Planning Division that enables the FAA to review the development for any hazard to airport/aviation operations.

Noise

- K-1** The applicant shall provide a notice to potential homebuyers disclosing the presence of the Oxnard Airport and a helicopter flight path along West Fifth Street. The applicant shall provide such notice to each homebuyer and obtain signatures acknowledging the presence of the Oxnard Airport and helicopter flight path along West Fifth Street.

Appendix B

California Emissions Estimator Model (CalEEMod Version 2020.4.0) Output

Portofino Duplex Project (Modified Project) - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

Portofino Duplex Project (Modified Project)

Ventura County, Annual

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Health Club	3.28	1000sqft	0.02	3,281.00	0
Condo/Townhouse	90.00	Dwelling Unit	7.58	130,205.00	350

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.6	Precipitation Freq (Days)	31
Climate Zone	8			Operational Year	2023
Utility Company	Southern California Edison				
CO2 Intensity (lb/MWhr)	390.98	CH4 Intensity (lb/MWhr)	0.033	N2O Intensity (lb/MWhr)	0.004

1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use - Lot acreage and square footage based on Project Description. Population based on 3.89 people per household (DOF 2020). Health Club land use represents proposed community building.

Construction Phase -

Vehicle Trips - Health Club land use represents proposed community building that would serve future residents and would not generate new trips.

Table Name	Column Name	Default Value	New Value
tblLandUse	LandUseSquareFeet	3,280.00	3,281.00
tblLandUse	LandUseSquareFeet	90,000.00	130,205.00
tblLandUse	LotAcreage	0.08	0.02
tblLandUse	LotAcreage	5.63	7.58
tblLandUse	Population	275.00	350.00

Portofino Duplex Project (Modified Project) - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

tblVehicleTrips	CC_TL	7.30	0.00
tblVehicleTrips	CC_TTP	64.10	0.00
tblVehicleTrips	CNW_TL	7.30	0.00
tblVehicleTrips	CNW_TTP	19.00	0.00
tblVehicleTrips	CW_TL	9.50	0.00
tblVehicleTrips	CW_TTP	16.90	0.00
tblVehicleTrips	DV_TP	39.00	0.00
tblVehicleTrips	PB_TP	9.00	0.00
tblVehicleTrips	PR_TP	52.00	0.00
tblVehicleTrips	ST_TR	20.87	0.00
tblVehicleTrips	SU_TR	26.73	0.00
tblVehicleTrips	WD_TR	32.93	0.00

2.0 Emissions Summary

Portofino Duplex Project (Modified Project) - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied**2.1 Overall Construction****Unmitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2022	0.2382	2.0822	2.1782	4.0200e-003	0.2339	0.1033	0.3373	0.1021	0.0969	0.1990	0.0000	351.9405	351.9405	0.0745	4.4200e-003	355.1208
2023	0.7079	0.2646	0.3511	6.1000e-004	8.2500e-003	0.0129	0.0211	2.2100e-003	0.0121	0.0143	0.0000	53.4060	53.4060	0.0124	4.5000e-004	53.8491
Maximum	0.7079	2.0822	2.1782	4.0200e-003	0.2339	0.1033	0.3373	0.1021	0.0969	0.1990	0.0000	351.9405	351.9405	0.0745	4.4200e-003	355.1208

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2022	0.2382	2.0822	2.1782	4.0200e-003	0.2339	0.1033	0.3373	0.1021	0.0969	0.1990	0.0000	351.9402	351.9402	0.0745	4.4200e-003	355.1205
2023	0.7079	0.2646	0.3511	6.1000e-004	8.2500e-003	0.0129	0.0211	2.2100e-003	0.0121	0.0143	0.0000	53.4059	53.4059	0.0124	4.5000e-004	53.8490
Maximum	0.7079	2.0822	2.1782	4.0200e-003	0.2339	0.1033	0.3373	0.1021	0.0969	0.1990	0.0000	351.9402	351.9402	0.0745	4.4200e-003	355.1205

Portofino Duplex Project (Modified Project) - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Quarter	Start Date	End Date	Maximum Unmitigated ROG + NOX (tons/quarter)	Maximum Mitigated ROG + NOX (tons/quarter)
1	1-1-2022	3-31-2022	0.5408	0.5408
2	4-1-2022	6-30-2022	0.5900	0.5900
3	7-1-2022	9-30-2022	0.5965	0.5965
4	10-1-2022	12-31-2022	0.5984	0.5984
5	1-1-2023	3-31-2023	0.9669	0.9669
		Highest	0.9669	0.9669

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	0.6092	7.7100e-003	0.6684	4.0000e-005		3.7000e-003	3.7000e-003		3.7000e-003	3.7000e-003	0.0000	1.0917	1.0917	1.0500e-003	0.0000	1.1179
Energy	8.3800e-003	0.0718	0.0319	4.6000e-004		5.7900e-003	5.7900e-003		5.7900e-003	5.7900e-003	0.0000	164.8474	164.8474	8.5100e-003	2.3600e-003	165.7628
Mobile	0.3504	0.4282	3.2638	6.4800e-003	0.6826	5.2200e-003	0.6878	0.1823	4.8700e-003	0.1871	0.0000	597.8210	597.8210	0.0422	0.0291	607.5516
Waste						0.0000	0.0000		0.0000	0.0000	12.1998	0.0000	12.1998	0.7210	0.0000	30.2244
Water						0.0000	0.0000		0.0000	0.0000	1.9219	21.5070	23.4288	0.1992	4.8800e-003	29.8636
Total	0.9680	0.5077	3.9642	6.9800e-003	0.6826	0.0147	0.6973	0.1823	0.0144	0.1966	14.1216	785.2670	799.3886	0.9720	0.0364	834.5203

Portofino Duplex Project (Modified Project) - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

2.2 Overall Operational

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	0.6092	7.7100e-003	0.6684	4.0000e-005		3.7000e-003	3.7000e-003		3.7000e-003	3.7000e-003	0.0000	1.0917	1.0917	1.0500e-003	0.0000	1.1179
Energy	8.3800e-003	0.0718	0.0319	4.6000e-004		5.7900e-003	5.7900e-003		5.7900e-003	5.7900e-003	0.0000	164.8474	164.8474	8.5100e-003	2.3600e-003	165.7628
Mobile	0.3504	0.4282	3.2638	6.4800e-003	0.6826	5.2200e-003	0.6878	0.1823	4.8700e-003	0.1871	0.0000	597.8210	597.8210	0.0422	0.0291	607.5516
Waste						0.0000	0.0000		0.0000	0.0000	12.1998	0.0000	12.1998	0.7210	0.0000	30.2244
Water						0.0000	0.0000		0.0000	0.0000	1.9219	21.5070	23.4288	0.1992	4.8800e-003	29.8636
Total	0.9680	0.5077	3.9642	6.9800e-003	0.6826	0.0147	0.6973	0.1823	0.0144	0.1966	14.1216	785.2670	799.3886	0.9720	0.0364	834.5203

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Site Preparation	Site Preparation	1/29/2022	2/11/2022	5	10	
2	Grading	Grading	2/12/2022	3/11/2022	5	20	
3	Building Construction	Building Construction	3/12/2022	1/27/2023	5	230	

Portofino Duplex Project (Modified Project) - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

4	Paving	Paving	1/28/2023	2/24/2023	5	20
5	Architectural Coating	Architectural Coating	2/25/2023	3/24/2023	5	20

Acres of Grading (Site Preparation Phase): 15**Acres of Grading (Grading Phase): 20****Acres of Paving: 0**

Residential Indoor: 263,665; Residential Outdoor: 87,888; Non-Residential Indoor: 4,922; Non-Residential Outdoor: 1,641; Striped Parking Area: 0 (Architectural Coating – sqft)

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Site Preparation	Rubber Tired Dozers	3	8.00	247	0.40
Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Grading	Excavators	1	8.00	158	0.38
Grading	Graders	1	8.00	187	0.41
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Tractors/Loaders/Backhoes	3	8.00	97	0.37
Building Construction	Cranes	1	7.00	231	0.29
Building Construction	Forklifts	3	8.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Building Construction	Welders	1	8.00	46	0.45
Paving	Pavers	2	8.00	130	0.42
Paving	Paving Equipment	2	8.00	132	0.36
Paving	Rollers	2	8.00	80	0.38
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Portofino Duplex Project (Modified Project) - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Site Preparation	7	18.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Grading	6	15.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	66.00	10.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	13.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Site Preparation - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0983	0.0000	0.0983	0.0505	0.0000	0.0505	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0159	0.1654	0.0985	1.9000e-004		8.0600e-003	8.0600e-003		7.4200e-003	7.4200e-003	0.0000	16.7197	16.7197	5.4100e-003	0.0000	16.8549
Total	0.0159	0.1654	0.0985	1.9000e-004	0.0983	8.0600e-003	0.1064	0.0505	7.4200e-003	0.0579	0.0000	16.7197	16.7197	5.4100e-003	0.0000	16.8549

Portofino Duplex Project (Modified Project) - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.2 Site Preparation - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.8000e-004	2.0000e-004	2.4200e-003	1.0000e-005	7.3000e-004	0.0000	7.3000e-004	1.9000e-004	0.0000	2.0000e-004	0.0000	0.5758	0.5758	2.0000e-005	2.0000e-005	0.5816
Total	2.8000e-004	2.0000e-004	2.4200e-003	1.0000e-005	7.3000e-004	0.0000	7.3000e-004	1.9000e-004	0.0000	2.0000e-004	0.0000	0.5758	0.5758	2.0000e-005	2.0000e-005	0.5816

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0983	0.0000	0.0983	0.0505	0.0000	0.0505	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0159	0.1654	0.0985	1.9000e-004		8.0600e-003	8.0600e-003		7.4200e-003	7.4200e-003	0.0000	16.7197	16.7197	5.4100e-003	0.0000	16.8549
Total	0.0159	0.1654	0.0985	1.9000e-004	0.0983	8.0600e-003	0.1064	0.0505	7.4200e-003	0.0579	0.0000	16.7197	16.7197	5.4100e-003	0.0000	16.8549

Portofino Duplex Project (Modified Project) - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.2 Site Preparation - 2022

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.8000e-004	2.0000e-004	2.4200e-003	1.0000e-005	7.3000e-004	0.0000	7.3000e-004	1.9000e-004	0.0000	2.0000e-004	0.0000	0.5758	0.5758	2.0000e-005	2.0000e-005	0.5816
Total	2.8000e-004	2.0000e-004	2.4200e-003	1.0000e-005	7.3000e-004	0.0000	7.3000e-004	1.9000e-004	0.0000	2.0000e-004	0.0000	0.5758	0.5758	2.0000e-005	2.0000e-005	0.5816

3.3 Grading - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0708	0.0000	0.0708	0.0343	0.0000	0.0343	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0195	0.2086	0.1527	3.0000e-004		9.4100e-003	9.4100e-003		8.6600e-003	8.6600e-003	0.0000	26.0548	26.0548	8.4300e-003	0.0000	26.2654
Total	0.0195	0.2086	0.1527	3.0000e-004	0.0708	9.4100e-003	0.0802	0.0343	8.6600e-003	0.0429	0.0000	26.0548	26.0548	8.4300e-003	0.0000	26.2654

Portofino Duplex Project (Modified Project) - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.3 Grading - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.6000e-004	3.4000e-004	4.0300e-003	1.0000e-005	1.2100e-003	1.0000e-005	1.2200e-003	3.2000e-004	1.0000e-005	3.3000e-004	0.0000	0.9596	0.9596	3.0000e-005	3.0000e-005	0.9693
Total	4.6000e-004	3.4000e-004	4.0300e-003	1.0000e-005	1.2100e-003	1.0000e-005	1.2200e-003	3.2000e-004	1.0000e-005	3.3000e-004	0.0000	0.9596	0.9596	3.0000e-005	3.0000e-005	0.9693

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0708	0.0000	0.0708	0.0343	0.0000	0.0343	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0195	0.2086	0.1527	3.0000e-004		9.4100e-003	9.4100e-003		8.6600e-003	8.6600e-003	0.0000	26.0547	26.0547	8.4300e-003	0.0000	26.2654
Total	0.0195	0.2086	0.1527	3.0000e-004	0.0708	9.4100e-003	0.0802	0.0343	8.6600e-003	0.0429	0.0000	26.0547	26.0547	8.4300e-003	0.0000	26.2654

Portofino Duplex Project (Modified Project) - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.3 Grading - 2022

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.6000e-004	3.4000e-004	4.0300e-003	1.0000e-005	1.2100e-003	1.0000e-005	1.2200e-003	3.2000e-004	1.0000e-005	3.3000e-004	0.0000	0.9596	0.9596	3.0000e-005	3.0000e-005	0.9693
Total	4.6000e-004	3.4000e-004	4.0300e-003	1.0000e-005	1.2100e-003	1.0000e-005	1.2200e-003	3.2000e-004	1.0000e-005	3.3000e-004	0.0000	0.9596	0.9596	3.0000e-005	3.0000e-005	0.9693

3.4 Building Construction - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.1792	1.6396	1.7182	2.8300e-003		0.0850	0.0850		0.0799	0.0799	0.0000	243.3115	243.3115	0.0583	0.0000	244.7688
Total	0.1792	1.6396	1.7182	2.8300e-003		0.0850	0.0850		0.0799	0.0799	0.0000	243.3115	243.3115	0.0583	0.0000	244.7688

Portofino Duplex Project (Modified Project) - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied**3.4 Building Construction - 2022****Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	1.7400e-003	0.0524	0.0162	2.0000e-004	7.0000e-003	5.8000e-004	7.5700e-003	2.0200e-003	5.5000e-004	2.5700e-003	0.0000	19.9862	19.9862	7.9000e-004	3.0000e-003	20.8994
Worker	0.0213	0.0156	0.1862	4.8000e-004	0.0559	3.3000e-004	0.0562	0.0148	3.0000e-004	0.0151	0.0000	44.3330	44.3330	1.5300e-003	1.3800e-003	44.7814
Total	0.0230	0.0681	0.2024	6.8000e-004	0.0629	9.1000e-004	0.0638	0.0169	8.5000e-004	0.0177	0.0000	64.3192	64.3192	2.3200e-003	4.3800e-003	65.6809

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.1792	1.6396	1.7182	2.8300e-003		0.0850	0.0850		0.0799	0.0799	0.0000	243.3112	243.3112	0.0583	0.0000	244.7685
Total	0.1792	1.6396	1.7182	2.8300e-003		0.0850	0.0850		0.0799	0.0799	0.0000	243.3112	243.3112	0.0583	0.0000	244.7685

Portofino Duplex Project (Modified Project) - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.4 Building Construction - 2022

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	1.7400e-003	0.0524	0.0162	2.0000e-004	7.0000e-003	5.8000e-004	7.5700e-003	2.0200e-003	5.5000e-004	2.5700e-003	0.0000	19.9862	19.9862	7.9000e-004	3.0000e-003	20.8994
Worker	0.0213	0.0156	0.1862	4.8000e-004	0.0559	3.3000e-004	0.0562	0.0148	3.0000e-004	0.0151	0.0000	44.3330	44.3330	1.5300e-003	1.3800e-003	44.7814
Total	0.0230	0.0681	0.2024	6.8000e-004	0.0629	9.1000e-004	0.0638	0.0169	8.5000e-004	0.0177	0.0000	64.3192	64.3192	2.3200e-003	4.3800e-003	65.6809

3.4 Building Construction - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0157	0.1439	0.1624	2.7000e-004		7.0000e-003	7.0000e-003		6.5800e-003	6.5800e-003	0.0000	23.1805	23.1805	5.5100e-003	0.0000	23.3183
Total	0.0157	0.1439	0.1624	2.7000e-004		7.0000e-003	7.0000e-003		6.5800e-003	6.5800e-003	0.0000	23.1805	23.1805	5.5100e-003	0.0000	23.3183

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.4 Building Construction - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	1.0000e-004	3.9400e-003	1.3600e-003	2.0000e-005	6.7000e-004	2.0000e-005	6.9000e-004	1.9000e-004	2.0000e-005	2.1000e-004	0.0000	1.8241	1.8241	7.0000e-005	2.7000e-004	1.9074
Worker	1.8800e-003	1.3200e-003	0.0164	4.0000e-005	5.3200e-003	3.0000e-005	5.3500e-003	1.4100e-003	3.0000e-005	1.4400e-003	0.0000	4.0872	4.0872	1.3000e-004	1.2000e-004	4.1268
Total	1.9800e-003	5.2600e-003	0.0177	6.0000e-005	5.9900e-003	5.0000e-005	6.0400e-003	1.6000e-003	5.0000e-005	1.6500e-003	0.0000	5.9114	5.9114	2.0000e-004	3.9000e-004	6.0341

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0157	0.1439	0.1624	2.7000e-004		7.0000e-003	7.0000e-003		6.5800e-003	6.5800e-003	0.0000	23.1805	23.1805	5.5100e-003	0.0000	23.3183
Total	0.0157	0.1439	0.1624	2.7000e-004		7.0000e-003	7.0000e-003		6.5800e-003	6.5800e-003	0.0000	23.1805	23.1805	5.5100e-003	0.0000	23.3183

Portofino Duplex Project (Modified Project) - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.4 Building Construction - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	1.0000e-004	3.9400e-003	1.3600e-003	2.0000e-005	6.7000e-004	2.0000e-005	6.9000e-004	1.9000e-004	2.0000e-005	2.1000e-004	0.0000	1.8241	1.8241	7.0000e-005	2.7000e-004	1.9074
Worker	1.8800e-003	1.3200e-003	0.0164	4.0000e-005	5.3200e-003	3.0000e-005	5.3500e-003	1.4100e-003	3.0000e-005	1.4400e-003	0.0000	4.0872	4.0872	1.3000e-004	1.2000e-004	4.1268
Total	1.9800e-003	5.2600e-003	0.0177	6.0000e-005	5.9900e-003	5.0000e-005	6.0400e-003	1.6000e-003	5.0000e-005	1.6500e-003	0.0000	5.9114	5.9114	2.0000e-004	3.9000e-004	6.0341

3.5 Paving - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0103	0.1019	0.1458	2.3000e-004		5.1000e-003	5.1000e-003		4.6900e-003	4.6900e-003	0.0000	20.0269	20.0269	6.4800e-003	0.0000	20.1888
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0103	0.1019	0.1458	2.3000e-004		5.1000e-003	5.1000e-003		4.6900e-003	4.6900e-003	0.0000	20.0269	20.0269	6.4800e-003	0.0000	20.1888

Portofino Duplex Project (Modified Project) - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.5 Paving - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.3000e-004	3.0000e-004	3.7200e-003	1.0000e-005	1.2100e-003	1.0000e-005	1.2200e-003	3.2000e-004	1.0000e-005	3.3000e-004	0.0000	0.9289	0.9289	3.0000e-005	3.0000e-005	0.9379
Total	4.3000e-004	3.0000e-004	3.7200e-003	1.0000e-005	1.2100e-003	1.0000e-005	1.2200e-003	3.2000e-004	1.0000e-005	3.3000e-004	0.0000	0.9289	0.9289	3.0000e-005	3.0000e-005	0.9379

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0103	0.1019	0.1458	2.3000e-004		5.1000e-003	5.1000e-003		4.6900e-003	4.6900e-003	0.0000	20.0268	20.0268	6.4800e-003	0.0000	20.1888
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0103	0.1019	0.1458	2.3000e-004		5.1000e-003	5.1000e-003		4.6900e-003	4.6900e-003	0.0000	20.0268	20.0268	6.4800e-003	0.0000	20.1888

Portofino Duplex Project (Modified Project) - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.5 Paving - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.3000e-004	3.0000e-004	3.7200e-003	1.0000e-005	1.2100e-003	1.0000e-005	1.2200e-003	3.2000e-004	1.0000e-005	3.3000e-004	0.0000	0.9289	0.9289	3.0000e-005	3.0000e-005	0.9379
Total	4.3000e-004	3.0000e-004	3.7200e-003	1.0000e-005	1.2100e-003	1.0000e-005	1.2200e-003	3.2000e-004	1.0000e-005	3.3000e-004	0.0000	0.9289	0.9289	3.0000e-005	3.0000e-005	0.9379

3.6 Architectural Coating - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	0.6772					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	1.9200e-003	0.0130	0.0181	3.0000e-005		7.1000e-004	7.1000e-004		7.1000e-004	7.1000e-004	0.0000	2.5533	2.5533	1.5000e-004	0.0000	2.5571
Total	0.6791	0.0130	0.0181	3.0000e-005		7.1000e-004	7.1000e-004		7.1000e-004	7.1000e-004	0.0000	2.5533	2.5533	1.5000e-004	0.0000	2.5571

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.6 Architectural Coating - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	3.7000e-004	2.6000e-004	3.2300e-003	1.0000e-005	1.0500e-003	1.0000e-005	1.0500e-003	2.8000e-004	1.0000e-005	2.8000e-004	0.0000	0.8051	0.8051	3.0000e-005	2.0000e-005	0.8129
Total	3.7000e-004	2.6000e-004	3.2300e-003	1.0000e-005	1.0500e-003	1.0000e-005	1.0500e-003	2.8000e-004	1.0000e-005	2.8000e-004	0.0000	0.8051	0.8051	3.0000e-005	2.0000e-005	0.8129

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	0.6772					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	1.9200e-003	0.0130	0.0181	3.0000e-005		7.1000e-004	7.1000e-004		7.1000e-004	7.1000e-004	0.0000	2.5533	2.5533	1.5000e-004	0.0000	2.5571
Total	0.6791	0.0130	0.0181	3.0000e-005		7.1000e-004	7.1000e-004		7.1000e-004	7.1000e-004	0.0000	2.5533	2.5533	1.5000e-004	0.0000	2.5571

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied**3.6 Architectural Coating - 2023****Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	3.7000e-004	2.6000e-004	3.2300e-003	1.0000e-005	1.0500e-003	1.0000e-005	1.0500e-003	2.8000e-004	1.0000e-005	2.8000e-004	0.0000	0.8051	0.8051	3.0000e-005	2.0000e-005	0.8129
Total	3.7000e-004	2.6000e-004	3.2300e-003	1.0000e-005	1.0500e-003	1.0000e-005	1.0500e-003	2.8000e-004	1.0000e-005	2.8000e-004	0.0000	0.8051	0.8051	3.0000e-005	2.0000e-005	0.8129

4.0 Operational Detail - Mobile**4.1 Mitigation Measures Mobile**

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	0.3504	0.4282	3.2638	6.4800e-003	0.6826	5.2200e-003	0.6878	0.1823	4.8700e-003	0.1871	0.0000	597.8210	597.8210	0.0422	0.0291	607.5516
Unmitigated	0.3504	0.4282	3.2638	6.4800e-003	0.6826	5.2200e-003	0.6878	0.1823	4.8700e-003	0.1871	0.0000	597.8210	597.8210	0.0422	0.0291	607.5516

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Condo/Townhouse	658.80	732.60	565.20	1,812,497	1,812,497
Health Club	0.00	0.00	0.00		
Total	658.80	732.60	565.20	1,812,497	1,812,497

4.3 Trip Type Information

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Condo/Townhouse	10.80	7.30	7.50	32.90	18.00	49.10	86	11	3
Health Club	0.00	0.00	0.00	0.00	0.00	0.00	0	0	0

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Condo/Townhouse	0.543528	0.058189	0.173108	0.133952	0.027894	0.007577	0.011427	0.006062	0.000688	0.000393	0.029232	0.000646	0.007304
Health Club	0.543528	0.058189	0.173108	0.133952	0.027894	0.007577	0.011427	0.006062	0.000688	0.000393	0.029232	0.000646	0.007304

5.0 Energy Detail

Portofino Duplex Project (Modified Project) - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Electricity Mitigated						0.0000	0.0000		0.0000	0.0000	0.0000	81.9412	81.9412	6.9200e-003	8.4000e-004	82.3639
Electricity Unmitigated						0.0000	0.0000		0.0000	0.0000	0.0000	81.9412	81.9412	6.9200e-003	8.4000e-004	82.3639
NaturalGas Mitigated	8.3800e-003	0.0718	0.0319	4.6000e-004		5.7900e-003	5.7900e-003		5.7900e-003	5.7900e-003	0.0000	82.9062	82.9062	1.5900e-003	1.5200e-003	83.3989
NaturalGas Unmitigated	8.3800e-003	0.0718	0.0319	4.6000e-004		5.7900e-003	5.7900e-003		5.7900e-003	5.7900e-003	0.0000	82.9062	82.9062	1.5900e-003	1.5200e-003	83.3989

Portofino Duplex Project (Modified Project) - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied**5.2 Energy by Land Use - NaturalGas****Unmitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Condo/Townhouse	1.48549e+006	8.0100e-003	0.0685	0.0291	4.4000e-004		5.5300e-003	5.5300e-003		5.5300e-003	5.5300e-003	0.0000	79.2714	79.2714	1.5200e-003	1.4500e-003	79.7425
Health Club	68113.6	3.7000e-004	3.3400e-003	2.8000e-003	2.0000e-005		2.5000e-004	2.5000e-004		2.5000e-004	2.5000e-004	0.0000	3.6348	3.6348	7.0000e-005	7.0000e-005	3.6564
Total		8.3800e-003	0.0718	0.0319	4.6000e-004		5.7800e-003	5.7800e-003		5.7800e-003	5.7800e-003	0.0000	82.9062	82.9062	1.5900e-003	1.5200e-003	83.3989

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Condo/Townhouse	1.48549e+006	8.0100e-003	0.0685	0.0291	4.4000e-004		5.5300e-003	5.5300e-003		5.5300e-003	5.5300e-003	0.0000	79.2714	79.2714	1.5200e-003	1.4500e-003	79.7425
Health Club	68113.6	3.7000e-004	3.3400e-003	2.8000e-003	2.0000e-005		2.5000e-004	2.5000e-004		2.5000e-004	2.5000e-004	0.0000	3.6348	3.6348	7.0000e-005	7.0000e-005	3.6564
Total		8.3800e-003	0.0718	0.0319	4.6000e-004		5.7800e-003	5.7800e-003		5.7800e-003	5.7800e-003	0.0000	82.9062	82.9062	1.5900e-003	1.5200e-003	83.3989

Portofino Duplex Project (Modified Project) - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied**5.3 Energy by Land Use - Electricity****Unmitigated**

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Condo/Townhouse	434909	77.1291	6.5100e-003	7.9000e-004	77.5270
Health Club	27133.9	4.8121	4.1000e-004	5.0000e-005	4.8369
Total		81.9412	6.9200e-003	8.4000e-004	82.3639

Mitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Condo/Townhouse	434909	77.1291	6.5100e-003	7.9000e-004	77.5270
Health Club	27133.9	4.8121	4.1000e-004	5.0000e-005	4.8369
Total		81.9412	6.9200e-003	8.4000e-004	82.3639

6.0 Area Detail

Portofino Duplex Project (Modified Project) - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied**6.1 Mitigation Measures Area**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	0.6092	7.7100e-003	0.6684	4.0000e-005		3.7000e-003	3.7000e-003		3.7000e-003	3.7000e-003	0.0000	1.0917	1.0917	1.0500e-003	0.0000	1.1179
Unmitigated	0.6092	7.7100e-003	0.6684	4.0000e-005		3.7000e-003	3.7000e-003		3.7000e-003	3.7000e-003	0.0000	1.0917	1.0917	1.0500e-003	0.0000	1.1179

Portofino Duplex Project (Modified Project) - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied**6.2 Area by SubCategory****Unmitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.0677					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	0.5213					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hearth	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	0.0201	7.7100e-003	0.6684	4.0000e-005		3.7000e-003	3.7000e-003		3.7000e-003	3.7000e-003	0.0000	1.0917	1.0917	1.0500e-003	0.0000	1.1179
Total	0.6092	7.7100e-003	0.6684	4.0000e-005		3.7000e-003	3.7000e-003		3.7000e-003	3.7000e-003	0.0000	1.0917	1.0917	1.0500e-003	0.0000	1.1179

Portofino Duplex Project (Modified Project) - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied**6.2 Area by SubCategory****Mitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.0677					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	0.5213					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hearth	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	0.0201	7.7100e-003	0.6684	4.0000e-005		3.7000e-003	3.7000e-003		3.7000e-003	3.7000e-003	0.0000	1.0917	1.0917	1.0500e-003	0.0000	1.1179
Total	0.6092	7.7100e-003	0.6684	4.0000e-005		3.7000e-003	3.7000e-003		3.7000e-003	3.7000e-003	0.0000	1.0917	1.0917	1.0500e-003	0.0000	1.1179

7.0 Water Detail**7.1 Mitigation Measures Water**

Portofino Duplex Project (Modified Project) - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

	Total CO2	CH4	N2O	CO2e
Category	MT/yr			
Mitigated	23.4288	0.1992	4.8800e-003	29.8636
Unmitigated	23.4288	0.1992	4.8800e-003	29.8636

7.2 Water by Land Use**Unmitigated**

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Condo/Townhouse	5.86386 / 3.69678	22.6851	0.1928	4.7200e-003	28.9138
Health Club	0.19399 / 0.118897	0.7438	6.3800e-003	1.6000e-004	0.9498
Total		23.4288	0.1992	4.8800e-003	29.8636

Portofino Duplex Project (Modified Project) - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied**7.2 Water by Land Use****Mitigated**

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Condo/Townhouse	5.86386 / 3.69678	22.6851	0.1928	4.7200e-003	28.9138
Health Club	0.19399 / 0.118897	0.7438	6.3800e-003	1.6000e-004	0.9498
Total		23.4288	0.1992	4.8800e-003	29.8636

8.0 Waste Detail**8.1 Mitigation Measures Waste****Category/Year**

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Mitigated	12.1998	0.7210	0.0000	30.2244
Unmitigated	12.1998	0.7210	0.0000	30.2244

Portofino Duplex Project (Modified Project) - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied**8.2 Waste by Land Use****Unmitigated**

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Condo/Townhouse	41.4	8.4038	0.4967	0.0000	20.8201
Health Club	18.7	3.7959	0.2243	0.0000	9.4043
Total		12.1998	0.7210	0.0000	30.2244

Mitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Condo/Townhouse	41.4	8.4038	0.4967	0.0000	20.8201
Health Club	18.7	3.7959	0.2243	0.0000	9.4043
Total		12.1998	0.7210	0.0000	30.2244

9.0 Operational Offroad

Portofino Duplex Project (Modified Project) - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
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10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type
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Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type
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User Defined Equipment

Equipment Type	Number
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11.0 Vegetation

Dunkirk Drive, Tract Number 5640 Project (Original Project) - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied**Dunkirk Drive, Tract Number 5640 Project (Original Project)**

Ventura County, Annual

1.0 Project Characteristics**1.1 Land Usage**

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Strip Mall	82.76	1000sqft	7.60	82,764.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.6	Precipitation Freq (Days)	31
Climate Zone	8			Operational Year	2023
Utility Company	Southern California Edison				
CO2 Intensity (lb/MWhr)	390.98	CH4 Intensity (lb/MWhr)	0.033	N2O Intensity (lb/MWhr)	0.004

1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use - In Oxnard Airport traffic pattern zone, limiting density to max of 25% of 7.6-acre site.

Construction Phase -

Table Name	Column Name	Default Value	New Value
tblLandUse	LandUseSquareFeet	82,760.00	82,764.00
tblLandUse	LotAcreage	1.90	7.60

2.0 Emissions Summary

Dunkirk Drive, Tract Number 5640 Project (Original Project) - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied**2.1 Overall Construction****Unmitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2022	0.2441	2.2574	2.2446	4.1200e-003	0.2059	0.1115	0.3174	0.0948	0.1046	0.1994	0.0000	360.5672	360.5672	0.0796	5.2400e-003	364.1184
2023	0.3964	0.1154	0.1689	2.7000e-004	1.6100e-003	5.8200e-003	7.4300e-003	4.3000e-004	5.4100e-003	5.8400e-003	0.0000	23.8187	23.8187	6.6700e-003	4.0000e-005	23.9964
Maximum	0.3964	2.2574	2.2446	4.1200e-003	0.2059	0.1115	0.3174	0.0948	0.1046	0.1994	0.0000	360.5672	360.5672	0.0796	5.2400e-003	364.1184

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2022	0.2441	2.2574	2.2446	4.1200e-003	0.2059	0.1115	0.3174	0.0948	0.1046	0.1994	0.0000	360.5668	360.5668	0.0796	5.2400e-003	364.1180
2023	0.3964	0.1154	0.1689	2.7000e-004	1.6100e-003	5.8200e-003	7.4300e-003	4.3000e-004	5.4100e-003	5.8400e-003	0.0000	23.8187	23.8187	6.6700e-003	4.0000e-005	23.9964
Maximum	0.3964	2.2574	2.2446	4.1200e-003	0.2059	0.1115	0.3174	0.0948	0.1046	0.1994	0.0000	360.5668	360.5668	0.0796	5.2400e-003	364.1180

Dunkirk Drive, Tract Number 5640 Project (Original Project) - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Quarter	Start Date	End Date	Maximum Unmitigated ROG + NOX (tons/quarter)	Maximum Mitigated ROG + NOX (tons/quarter)
1	1-1-2022	3-31-2022	0.7225	0.7225
2	4-1-2022	6-30-2022	0.5899	0.5899
3	7-1-2022	9-30-2022	0.5964	0.5964
4	10-1-2022	12-31-2022	0.5956	0.5956
5	1-1-2023	3-31-2023	0.5078	0.5078
		Highest	0.7225	0.7225

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	0.3617	1.0000e-005	7.6000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.4800e-003	1.4800e-003	0.0000	0.0000	1.5800e-003
Energy	8.9000e-004	8.0700e-003	6.7800e-003	5.0000e-005		6.1000e-004	6.1000e-004		6.1000e-004	6.1000e-004	0.0000	172.1533	172.1533	0.0140	1.8300e-003	173.0483
Mobile	1.4109	1.4086	10.8635	0.0189	1.9480	0.0160	1.9640	0.5201	0.0149	0.5350	0.0000	1,741.4287	1,741.4287	0.1547	0.0984	1,774.6298
Waste						0.0000	0.0000		0.0000	0.0000	17.6399	0.0000	17.6399	1.0425	0.0000	43.7021
Water						0.0000	0.0000		0.0000	0.0000	1.9448	21.5590	23.5038	0.2016	4.9400e-003	30.0145
Total	1.7735	1.4167	10.8710	0.0189	1.9480	0.0166	1.9646	0.5201	0.0155	0.5356	19.5848	1,935.1424	1,954.7272	1.4128	0.1052	2,021.3962

Dunkirk Drive, Tract Number 5640 Project (Original Project) - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

2.2 Overall Operational

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	0.3617	1.0000e-005	7.6000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.4800e-003	1.4800e-003	0.0000	0.0000	1.5800e-003
Energy	8.9000e-004	8.0700e-003	6.7800e-003	5.0000e-005		6.1000e-004	6.1000e-004		6.1000e-004	6.1000e-004	0.0000	172.1533	172.1533	0.0140	1.8300e-003	173.0483
Mobile	1.4109	1.4086	10.8635	0.0189	1.9480	0.0160	1.9640	0.5201	0.0149	0.5350	0.0000	1,741.4287	1,741.4287	0.1547	0.0984	1,774.6298
Waste						0.0000	0.0000		0.0000	0.0000	17.6399	0.0000	17.6399	1.0425	0.0000	43.7021
Water						0.0000	0.0000		0.0000	0.0000	1.9448	21.5590	23.5038	0.2016	4.9400e-003	30.0145
Total	1.7735	1.4167	10.8710	0.0189	1.9480	0.0166	1.9646	0.5201	0.0155	0.5356	19.5848	1,935.1424	1,954.7272	1.4128	0.1052	2,021.3962

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Site Preparation	Site Preparation	1/1/2022	1/14/2022	5	10	
2	Grading	Grading	1/15/2022	2/11/2022	5	20	
3	Building Construction	Building Construction	2/12/2022	12/30/2022	5	230	

Dunkirk Drive, Tract Number 5640 Project (Original Project) - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

4	Paving	Paving	12/31/2022	1/27/2023	5	20
5	Architectural Coating	Architectural Coating	1/28/2023	2/24/2023	5	20

Acres of Grading (Site Preparation Phase): 15**Acres of Grading (Grading Phase): 20****Acres of Paving: 0****Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 124,146; Non-Residential Outdoor: 41,382; Striped Parking Area: 0 (Architectural Coating – sqft)****OffRoad Equipment**

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Grading	Excavators	1	8.00	158	0.38
Site Preparation	Rubber Tired Dozers	3	8.00	247	0.40
Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Grading	Graders	1	8.00	187	0.41
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Tractors/Loaders/Backhoes	3	8.00	97	0.37
Building Construction	Cranes	1	7.00	231	0.29
Building Construction	Forklifts	3	8.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Building Construction	Welders	1	8.00	46	0.45
Paving	Pavers	2	8.00	130	0.42
Paving	Paving Equipment	2	8.00	132	0.36
Paving	Rollers	2	8.00	80	0.38
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Dunkirk Drive, Tract Number 5640 Project (Original Project) - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Site Preparation	7	18.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Grading	6	15.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	26.00	14.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	5.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction**3.2 Site Preparation - 2022****Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0983	0.0000	0.0983	0.0505	0.0000	0.0505	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0159	0.1654	0.0985	1.9000e-004		8.0600e-003	8.0600e-003		7.4200e-003	7.4200e-003	0.0000	16.7197	16.7197	5.4100e-003	0.0000	16.8549
Total	0.0159	0.1654	0.0985	1.9000e-004	0.0983	8.0600e-003	0.1064	0.0505	7.4200e-003	0.0579	0.0000	16.7197	16.7197	5.4100e-003	0.0000	16.8549

Dunkirk Drive, Tract Number 5640 Project (Original Project) - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.2 Site Preparation - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.8000e-004	2.0000e-004	2.4200e-003	1.0000e-005	7.3000e-004	0.0000	7.3000e-004	1.9000e-004	0.0000	2.0000e-004	0.0000	0.5758	0.5758	2.0000e-005	2.0000e-005	0.5816
Total	2.8000e-004	2.0000e-004	2.4200e-003	1.0000e-005	7.3000e-004	0.0000	7.3000e-004	1.9000e-004	0.0000	2.0000e-004	0.0000	0.5758	0.5758	2.0000e-005	2.0000e-005	0.5816

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0983	0.0000	0.0983	0.0505	0.0000	0.0505	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0159	0.1654	0.0985	1.9000e-004		8.0600e-003	8.0600e-003		7.4200e-003	7.4200e-003	0.0000	16.7197	16.7197	5.4100e-003	0.0000	16.8549
Total	0.0159	0.1654	0.0985	1.9000e-004	0.0983	8.0600e-003	0.1064	0.0505	7.4200e-003	0.0579	0.0000	16.7197	16.7197	5.4100e-003	0.0000	16.8549

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.2 Site Preparation - 2022

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.8000e-004	2.0000e-004	2.4200e-003	1.0000e-005	7.3000e-004	0.0000	7.3000e-004	1.9000e-004	0.0000	2.0000e-004	0.0000	0.5758	0.5758	2.0000e-005	2.0000e-005	0.5816
Total	2.8000e-004	2.0000e-004	2.4200e-003	1.0000e-005	7.3000e-004	0.0000	7.3000e-004	1.9000e-004	0.0000	2.0000e-004	0.0000	0.5758	0.5758	2.0000e-005	2.0000e-005	0.5816

3.3 Grading - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0708	0.0000	0.0708	0.0343	0.0000	0.0343	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0195	0.2086	0.1527	3.0000e-004		9.4100e-003	9.4100e-003		8.6600e-003	8.6600e-003	0.0000	26.0548	26.0548	8.4300e-003	0.0000	26.2654
Total	0.0195	0.2086	0.1527	3.0000e-004	0.0708	9.4100e-003	0.0802	0.0343	8.6600e-003	0.0429	0.0000	26.0548	26.0548	8.4300e-003	0.0000	26.2654

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.3 Grading - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.6000e-004	3.4000e-004	4.0300e-003	1.0000e-005	1.2100e-003	1.0000e-005	1.2200e-003	3.2000e-004	1.0000e-005	3.3000e-004	0.0000	0.9596	0.9596	3.0000e-005	3.0000e-005	0.9693
Total	4.6000e-004	3.4000e-004	4.0300e-003	1.0000e-005	1.2100e-003	1.0000e-005	1.2200e-003	3.2000e-004	1.0000e-005	3.3000e-004	0.0000	0.9596	0.9596	3.0000e-005	3.0000e-005	0.9693

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0708	0.0000	0.0708	0.0343	0.0000	0.0343	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0195	0.2086	0.1527	3.0000e-004		9.4100e-003	9.4100e-003		8.6600e-003	8.6600e-003	0.0000	26.0547	26.0547	8.4300e-003	0.0000	26.2654
Total	0.0195	0.2086	0.1527	3.0000e-004	0.0708	9.4100e-003	0.0802	0.0343	8.6600e-003	0.0429	0.0000	26.0547	26.0547	8.4300e-003	0.0000	26.2654

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.3 Grading - 2022

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.6000e-004	3.4000e-004	4.0300e-003	1.0000e-005	1.2100e-003	1.0000e-005	1.2200e-003	3.2000e-004	1.0000e-005	3.3000e-004	0.0000	0.9596	0.9596	3.0000e-005	3.0000e-005	0.9693
Total	4.6000e-004	3.4000e-004	4.0300e-003	1.0000e-005	1.2100e-003	1.0000e-005	1.2200e-003	3.2000e-004	1.0000e-005	3.3000e-004	0.0000	0.9596	0.9596	3.0000e-005	3.0000e-005	0.9693

3.4 Building Construction - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.1962	1.7958	1.8818	3.1000e-003		0.0930	0.0930		0.0875	0.0875	0.0000	266.4840	266.4840	0.0638	0.0000	268.0801
Total	0.1962	1.7958	1.8818	3.1000e-003		0.0930	0.0930		0.0875	0.0875	0.0000	266.4840	266.4840	0.0638	0.0000	268.0801

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied**3.4 Building Construction - 2022****Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	2.6700e-003	0.0804	0.0248	3.1000e-004	0.0107	8.8000e-004	0.0116	3.0900e-003	8.5000e-004	3.9400e-003	0.0000	30.6455	30.6455	1.2100e-003	4.6000e-003	32.0458
Worker	9.1800e-003	6.7400e-003	0.0803	2.1000e-004	0.0241	1.4000e-004	0.0243	6.4000e-003	1.3000e-004	6.5300e-003	0.0000	19.1278	19.1278	6.6000e-004	5.9000e-004	19.3213
Total	0.0119	0.0871	0.1052	5.2000e-004	0.0348	1.0200e-003	0.0359	9.4900e-003	9.8000e-004	0.0105	0.0000	49.7733	49.7733	1.8700e-003	5.1900e-003	51.3671

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.1962	1.7958	1.8818	3.1000e-003		0.0930	0.0930		0.0875	0.0875	0.0000	266.4837	266.4837	0.0638	0.0000	268.0798
Total	0.1962	1.7958	1.8818	3.1000e-003		0.0930	0.0930		0.0875	0.0875	0.0000	266.4837	266.4837	0.0638	0.0000	268.0798

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.4 Building Construction - 2022

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	2.6700e-003	0.0804	0.0248	3.1000e-004	0.0107	8.8000e-004	0.0116	3.0900e-003	8.5000e-004	3.9400e-003	0.0000	30.6455	30.6455	1.2100e-003	4.6000e-003	32.0458
Worker	9.1800e-003	6.7400e-003	0.0803	2.1000e-004	0.0241	1.4000e-004	0.0243	6.4000e-003	1.3000e-004	6.5300e-003	0.0000	19.1278	19.1278	6.6000e-004	5.9000e-004	19.3213
Total	0.0119	0.0871	0.1052	5.2000e-004	0.0348	1.0200e-003	0.0359	9.4900e-003	9.8000e-004	0.0105	0.0000	49.7733	49.7733	1.8700e-003	5.1900e-003	51.3671

3.5 Paving - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.5 Paving - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.5 Paving - 2022

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

3.5 Paving - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0103	0.1019	0.1458	2.3000e-004		5.1000e-003	5.1000e-003		4.6900e-003	4.6900e-003	0.0000	20.0269	20.0269	6.4800e-003	0.0000	20.1888
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0103	0.1019	0.1458	2.3000e-004		5.1000e-003	5.1000e-003		4.6900e-003	4.6900e-003	0.0000	20.0269	20.0269	6.4800e-003	0.0000	20.1888

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.5 Paving - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.3000e-004	3.0000e-004	3.7200e-003	1.0000e-005	1.2100e-003	1.0000e-005	1.2200e-003	3.2000e-004	1.0000e-005	3.3000e-004	0.0000	0.9289	0.9289	3.0000e-005	3.0000e-005	0.9379
Total	4.3000e-004	3.0000e-004	3.7200e-003	1.0000e-005	1.2100e-003	1.0000e-005	1.2200e-003	3.2000e-004	1.0000e-005	3.3000e-004	0.0000	0.9289	0.9289	3.0000e-005	3.0000e-005	0.9379

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0103	0.1019	0.1458	2.3000e-004		5.1000e-003	5.1000e-003		4.6900e-003	4.6900e-003	0.0000	20.0268	20.0268	6.4800e-003	0.0000	20.1888
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0103	0.1019	0.1458	2.3000e-004		5.1000e-003	5.1000e-003		4.6900e-003	4.6900e-003	0.0000	20.0268	20.0268	6.4800e-003	0.0000	20.1888

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.5 Paving - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.3000e-004	3.0000e-004	3.7200e-003	1.0000e-005	1.2100e-003	1.0000e-005	1.2200e-003	3.2000e-004	1.0000e-005	3.3000e-004	0.0000	0.9289	0.9289	3.0000e-005	3.0000e-005	0.9379
Total	4.3000e-004	3.0000e-004	3.7200e-003	1.0000e-005	1.2100e-003	1.0000e-005	1.2200e-003	3.2000e-004	1.0000e-005	3.3000e-004	0.0000	0.9289	0.9289	3.0000e-005	3.0000e-005	0.9379

3.6 Architectural Coating - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	0.3836					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	1.9200e-003	0.0130	0.0181	3.0000e-005		7.1000e-004	7.1000e-004		7.1000e-004	7.1000e-004	0.0000	2.5533	2.5533	1.5000e-004	0.0000	2.5571
Total	0.3855	0.0130	0.0181	3.0000e-005		7.1000e-004	7.1000e-004		7.1000e-004	7.1000e-004	0.0000	2.5533	2.5533	1.5000e-004	0.0000	2.5571

Dunkirk Drive, Tract Number 5640 Project (Original Project) - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.6 Architectural Coating - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.4000e-004	1.0000e-004	1.2400e-003	0.0000	4.0000e-004	0.0000	4.1000e-004	1.1000e-004	0.0000	1.1000e-004	0.0000	0.3096	0.3096	1.0000e-005	1.0000e-005	0.3126
Total	1.4000e-004	1.0000e-004	1.2400e-003	0.0000	4.0000e-004	0.0000	4.1000e-004	1.1000e-004	0.0000	1.1000e-004	0.0000	0.3096	0.3096	1.0000e-005	1.0000e-005	0.3126

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	0.3836					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	1.9200e-003	0.0130	0.0181	3.0000e-005		7.1000e-004	7.1000e-004		7.1000e-004	7.1000e-004	0.0000	2.5533	2.5533	1.5000e-004	0.0000	2.5571
Total	0.3855	0.0130	0.0181	3.0000e-005		7.1000e-004	7.1000e-004		7.1000e-004	7.1000e-004	0.0000	2.5533	2.5533	1.5000e-004	0.0000	2.5571

Dunkirk Drive, Tract Number 5640 Project (Original Project) - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied**3.6 Architectural Coating - 2023****Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.4000e-004	1.0000e-004	1.2400e-003	0.0000	4.0000e-004	0.0000	4.1000e-004	1.1000e-004	0.0000	1.1000e-004	0.0000	0.3096	0.3096	1.0000e-005	1.0000e-005	0.3126
Total	1.4000e-004	1.0000e-004	1.2400e-003	0.0000	4.0000e-004	0.0000	4.1000e-004	1.1000e-004	0.0000	1.1000e-004	0.0000	0.3096	0.3096	1.0000e-005	1.0000e-005	0.3126

Dunkirk Drive, Tract Number 5640 Project (Original Project) - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	1.4109	1.4086	10.8635	0.0189	1.9480	0.0160	1.9640	0.5201	0.0149	0.5350	0.0000	1,741.4287	1,741.4287	0.1547	0.0984	1,774.6298
Unmitigated	1.4109	1.4086	10.8635	0.0189	1.9480	0.0160	1.9640	0.5201	0.0149	0.5350	0.0000	1,741.4287	1,741.4287	0.1547	0.0984	1,774.6298

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Strip Mall	3,667.92	3,479.23	1,690.79	5,172,230	5,172,230
Total	3,667.92	3,479.23	1,690.79	5,172,230	5,172,230

4.3 Trip Type Information

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Strip Mall	9.50	7.30	7.30	16.60	64.40	19.00	45	40	15

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Strip Mall	0.543528	0.058189	0.173108	0.133952	0.027894	0.007577	0.011427	0.006062	0.000688	0.000393	0.029232	0.000646	0.007304

Dunkirk Drive, Tract Number 5640 Project (Original Project) - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Electricity Mitigated						0.0000	0.0000		0.0000	0.0000	0.0000	163.3642	163.3642	0.0138	1.6700e-003	164.2070
Electricity Unmitigated						0.0000	0.0000		0.0000	0.0000	0.0000	163.3642	163.3642	0.0138	1.6700e-003	164.2070
NaturalGas Mitigated	8.9000e-004	8.0700e-003	6.7800e-003	5.0000e-005		6.1000e-004	6.1000e-004		6.1000e-004	6.1000e-004	0.0000	8.7890	8.7890	1.7000e-004	1.6000e-004	8.8413
NaturalGas Unmitigated	8.9000e-004	8.0700e-003	6.7800e-003	5.0000e-005		6.1000e-004	6.1000e-004		6.1000e-004	6.1000e-004	0.0000	8.7890	8.7890	1.7000e-004	1.6000e-004	8.8413

Dunkirk Drive, Tract Number 5640 Project (Original Project) - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Strip Mall	164700	8.9000e-004	8.0700e-003	6.7800e-003	5.0000e-005		6.1000e-004	6.1000e-004		6.1000e-004	6.1000e-004	0.0000	8.7890	8.7890	1.7000e-004	1.6000e-004	8.8413
Total		8.9000e-004	8.0700e-003	6.7800e-003	5.0000e-005		6.1000e-004	6.1000e-004		6.1000e-004	6.1000e-004	0.0000	8.7890	8.7890	1.7000e-004	1.6000e-004	8.8413

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Strip Mall	164700	8.9000e-004	8.0700e-003	6.7800e-003	5.0000e-005		6.1000e-004	6.1000e-004		6.1000e-004	6.1000e-004	0.0000	8.7890	8.7890	1.7000e-004	1.6000e-004	8.8413
Total		8.9000e-004	8.0700e-003	6.7800e-003	5.0000e-005		6.1000e-004	6.1000e-004		6.1000e-004	6.1000e-004	0.0000	8.7890	8.7890	1.7000e-004	1.6000e-004	8.8413

Dunkirk Drive, Tract Number 5640 Project (Original Project) - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied**5.3 Energy by Land Use - Electricity****Unmitigated**

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Strip Mall	921163	163.3642	0.0138	1.6700e-003	164.2070
Total		163.3642	0.0138	1.6700e-003	164.2070

Mitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Strip Mall	921163	163.3642	0.0138	1.6700e-003	164.2070
Total		163.3642	0.0138	1.6700e-003	164.2070

6.0 Area Detail**6.1 Mitigation Measures Area**

Dunkirk Drive, Tract Number 5640 Project (Original Project) - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	0.3617	1.0000e-005	7.6000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.4800e-003	1.4800e-003	0.0000	0.0000	1.5800e-003
Unmitigated	0.3617	1.0000e-005	7.6000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.4800e-003	1.4800e-003	0.0000	0.0000	1.5800e-003

6.2 Area by SubCategory**Unmitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.0384					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	0.3232					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	7.0000e-005	1.0000e-005	7.6000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.4800e-003	1.4800e-003	0.0000	0.0000	1.5800e-003
Total	0.3617	1.0000e-005	7.6000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.4800e-003	1.4800e-003	0.0000	0.0000	1.5800e-003

Dunkirk Drive, Tract Number 5640 Project (Original Project) - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied**6.2 Area by SubCategory****Mitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.0384					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	0.3232					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	7.0000e-005	1.0000e-005	7.6000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.4800e-003	1.4800e-003	0.0000	0.0000	1.5800e-003
Total	0.3617	1.0000e-005	7.6000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.4800e-003	1.4800e-003	0.0000	0.0000	1.5800e-003

7.0 Water Detail**7.1 Mitigation Measures Water**

Dunkirk Drive, Tract Number 5640 Project (Original Project) - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

	Total CO2	CH4	N2O	CO2e
Category	MT/yr			
Mitigated	23.5038	0.2016	4.9400e-003	30.0145
Unmitigated	23.5038	0.2016	4.9400e-003	30.0145

7.2 Water by Land Use**Unmitigated**

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Strip Mall	6.13024 / 3.75725	23.5038	0.2016	4.9400e-003	30.0145
Total		23.5038	0.2016	4.9400e-003	30.0145

Dunkirk Drive, Tract Number 5640 Project (Original Project) - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied**7.2 Water by Land Use****Mitigated**

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Strip Mall	6.13024 / 3.75725	23.5038	0.2016	4.9400e-003	30.0145
Total		23.5038	0.2016	4.9400e-003	30.0145

8.0 Waste Detail**8.1 Mitigation Measures Waste****Category/Year**

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Mitigated	17.6399	1.0425	0.0000	43.7021
Unmitigated	17.6399	1.0425	0.0000	43.7021

Dunkirk Drive, Tract Number 5640 Project (Original Project) - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied**8.2 Waste by Land Use****Unmitigated**

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Strip Mall	86.9	17.6399	1.0425	0.0000	43.7021
Total		17.6399	1.0425	0.0000	43.7021

Mitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Strip Mall	86.9	17.6399	1.0425	0.0000	43.7021
Total		17.6399	1.0425	0.0000	43.7021

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
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Dunkirk Drive, Tract Number 5640 Project (Original Project) - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type
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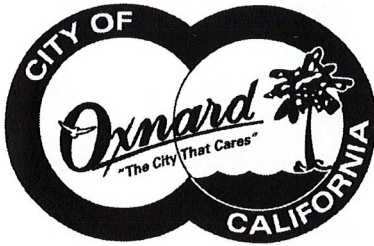
Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type
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User Defined Equipment

Equipment Type	Number
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11.0 Vegetation



Planning & Environmental Services Division
305 West Third Street
Oxnard, CA 93030
805/385-7858
FAX 805/385-7417

**INITIAL STUDY
MITIGATED NEGATIVE DECLARATION 04-11**

Dunkirk Drive by Fifth Street Land, LLC
Special Use Permit for a Planned Residential Group (04-500-1)
Tentative Subdivision Map for Tract No. 5640 (PZ 04-300-1)
Zone Change (PZ 04-570-1)
General Plan Amendment (PZ 04-620-2)

APN#'s 183-0-150-485, 183-0-150-495, 183-0-150-505,
183-0-150-515, 183-0-150-525, 183-0-150-535
August 11, 2004

Introduction

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

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

Provide documentation of the factual basis for the finding in a Negative Declaration that a project will not have a significant effect on the environment;

Eliminate unnecessary EIRs; and

Determine whether a previously prepared EIR could be used with the project.

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

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

Determining the significance of environmental impacts is a critical and often controversial aspect of the environmental review process. It is critical because a determination of significance may require that the project be substantially altered, or that mitigation measures be readily employed to avoid the impact or reduce it below the level of significance. If the impact cannot be reduced or avoided, an Environmental Impact Report (EIR) must be prepared. An EIR is a detailed statement that describes and analyzes the significant environmental impacts of a proposed project, discusses ways to reduce or avoid them, and suggests alternatives to the project, as proposed. The preparation of an EIR can be a costly and time-consuming process.

Determining the significance of impacts is often controversial because the decision requires staff to use their judgment regarding a subject that is not clearly defined by the law. The State CEQA *Guidelines* define the term "significant impact on the environment" as a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the project. However, there is no iron-clad definition of what constitutes a substantial change because the significance of an activity may vary according to location.

To help clarify and standardize decision-making in the environmental review process, Oxnard has developed thresholds of environmental significance. Thresholds are measures of environmental change that are quantitative for subjects like noise, air quality, and traffic; and qualitative for subjects like aesthetics, land use compatibility, and biology. These thresholds are used in the absence of other empirical data to define the significance of impacts. For some projects, however, special studies and/or the professional judgment of City staff may enter into the decision-making process. Therefore, Oxnard's thresholds are intended to serve as guidelines, and to augment existing CEQA provisions governing the definition of significance.

The City's environmental thresholds will be periodically updated as new information becomes available, or as standards regarding acceptable levels of environmental change are reevaluated. For example, the air quality thresholds adopted by Oxnard were established through State and Federal legislation. These standards, and the methodology used to compute them, may change over time. When this occurs, the City will evaluate the data and, if necessary, modify the thresholds to reflect improved awareness.

When other agencies have jurisdiction over a given site, the project proponent will have to meet the design, mitigation, and monitoring requirements imposed by those agencies, as well as any additional requirements established by the City of Oxnard.

CITY OF OXNARD

INITIAL STUDY ENVIRONMENTAL CHECKLIST FORM

1. Project Title: Dunkirk Drive, Tract Number 5640
2. Lead Agency Name and Address: City of Oxnard, Planning & Environmental Services Division, 305 West Third Street, Oxnard, CA 93030
3. Contact Person and Phone Number: Ashley Jackson, Associate Planner, 805.385.7882
4. Project Location: The 17 acre parcel is located east of Victoria Avenue, west of Patterson Road, north of Monte Carlo, and south of West Fifth Street. The property is within the City of Oxnard's Planning Area and is also located within the City's Urban Restriction Boundary (CURB).
5. Project Applicant Name and Address: 5th Street Land, LLC, 2800 28th Street, Suite 206, Santa Monica, California 90405.
6. General Plan Designation: The project site is currently designated as Business Research Park (BRP)
7. Zoning: The project site is zoned Business Research Park (BRP)
8. Description of Project: A proposal to subdivide a 17-acre site into 41 single-family residential lots and two commercial lots for future development. The land plan places the two commercial lots along W. Fifth Street, which provides an approximately 400 foot wide buffer separating proposed residential uses from vehicle traffic along W. Fifth Street and the activity of the Oxnard airport further to the north beyond the roadway. The site plan places homes adjacent to existing and planned residential uses located to the south, east, and west.

Direct access to the site is proposed via a new collector road from W. Fifth Street. An extension of Dunkirk Drive is proposed into the site that will provide for east-west access to the proposed homes. Future development to the west will be encouraged to extend Dunkirk Drive to the west.

Infrastructure improvements will include street and sidewalk development, power lines, sewer lines and other utilities. All improvements will be designed and constructed to the specifications and codes of the City.

A number of discretionary actions are needed to develop the property as proposed, including:

- General Plan Amendment (GPA),
- Zone Change (ZC),
- Tentative Tract Map,
- Planned Residential Group/ Special Use Permit to allow the lot configurations,

9. Surrounding Land Uses and Setting: The project site itself is presently vacant. Maintenance facilities and aircraft hangers associates with the Oxnard Airport are located north of the site across W. Fifth Street, while miscellaneous light industrial uses front along the roadway. To the south and east are single-family residential uses. Land to the west is zoned commercial and is currently vacant, although the City is reviewing a proposed residential project.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

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

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

DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial evaluation:

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

Signature

Ashley JACKSON

Print Name

Date

8/23/04

ASSOCIATE PLANNER

Title

EVALUATION OF ENVIRONMENTAL IMPACTS

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

A. AESTHETICS

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Have a substantial adverse effect on a scenic vista? (2020 General Plan, VIII - Open Space/ Conservation Element, XII - Community Design Element; FEIR 88-3, 4.12 - Aesthetic Resources)	☐	☐	☒	☐
2. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway? (2020 General Plan, VIII - Open Space/ Conservation Element; XII - Community Design Element; FEIR 88-3, 4.12 - Aesthetic Resources)	☐	☐	☐	☒
3. Substantially degrade the existing visual character or quality of the site and its surroundings? (2020 General Plan, VIII - Open Space/Conservation Element, XII - Community Design Element; FEIR 88-3, 4.12 - Aesthetic Resources)	☐	☐	☐	☒
4. Create a source of substantial light or glare, which would adversely affect day or nighttime views in the area? (2020 General Plan, VIII - Open Space/Conservation Element, XII - Community Design Element; FEIR 88-3, 4.12 - Aesthetic Resources)	☐	☐	☒	☐

Discussion:

- 1-3. The project site is flat and surrounded by urbanized uses. The City of Oxnard 2020 General Plan does not designate the project site or surroundings as a scenic resource. Roadways, including Fifth Street, Patterson Road and Victoria Road are designated as scenic highways as documented in the City's General Plan. Although development of the site would be noticeable along these roadways, all aspects of the project design are subject to review by the Development Advisory Committee (DAC). This committee has been established by the City of Oxnard to review proposed development with the City to ensure compliance with applicable development standards, code, and regulations. As the site vicinity is developed, introduction of the proposed project would be visually consistent with the surrounding urban uses and would not have a significant effect on any scenic vista or resources. **Therefore, no adverse visual impacts are expected to result from the proposed development.**
4. The proposed project would convert vacant land to urbanized use. It should be noted that the site is surrounded by similarly developed uses. Additionally, as mentioned above, all project design plans would be subject to review by the City's DAC. Consequently, development of the project would not introduce a substantial new source of light or glare that would be greater than light and glare sources that presently exists. **Therefore, with the inclusion of standard conditions of approval, the impacts to aesthetics are expected to be less than significant.**

Mitigation: No mitigation measures are required or proposed

B. AGRICULTURAL RESOURCES*

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to nonagricultural use? (2020 General Plan, VIII - Open Space/Conservation Element; FEIR 88-3, 4.7 - Agricultural Resources)	☐	☐	☒	☐
2. Conflict with existing zoning for agricultural use, or a Williamson Act contract? (2020 General Plan, VIII - Open Space/Conservation Element; FEIR 88-3, 4.7 - Agricultural Resources)	☐	☐	☒	☐
3. Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland, to nonagricultural use? (2020 General Plan, VIII - Open Space/Conservation Element; FEIR 88-3, 4.7 - Agricultural Resources)	☐	☐	☐	☒

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

Discussion:

1-3. According to the California Soil Conservation Divisions of Farmland & Open Space Resources (1970), soil on the project site is considered prime. No portion of the site is subject to a Williamson Act Contract. Although the site will convert vacant land regarded as prime agricultural soils, the City's 2020 General Plan designates the subject site for urban use, and the property is within the City's Urban Restriction Boundary, so converse of the property to developed uses would not result in development pressure on other agricultural land located within the City's planning sphere. **Therefore, no impacts to agricultural resources are anticipated.**

Mitigation: No mitigation measures are required or proposed

C. AIR QUALITY*

Would the project:

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

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

Discussion:

- 1-4. The subject site is not considered to be in conflict with the Air Quality Management Plan. Nor is the project likely to create any objectionable odors.

Short-term impacts: Short-term impacts to air quality will likely result from grading and other construction activities associated with the project, such as earth-moving and heavy equipment vehicle operations. According to the Ventura County Air Pollution Control District (APCD), any combustion equipment onsite, which is rated at 50 horsepower or greater, must have either an APCD Permit to Operate (PTO), or be registered with the California Air Resources Board's (CARB) Portable Equipment Registration Program (PERP). Examples of such equipment include portable electrical generators and portable air compressors. The applicant is responsible for contacting APCD to verify compliance with any APCD permitting needs. The proposed project could potentially expose construction workers to pollutants and excessive amounts of airborne matter. Standard conditions of project approval, as recommended by the PACD, will be included to minimize such emissions and maximize dust suppression onsite. **With the inclusion of mitigation measures, impacts to short-term air quality would be reduced to less than significant.**

Long-term impacts: Anticipated long-term impacts of the proposed project will be attributed by the increase traffic associated with 41 new single-family dwelling-units in this area. The City's adopted threshold for Reactive Organic Compound (ROC) and Nitrogen Oxide (NOX) emissions is 25 pounds per day (ppd). Project-specific emissions have been calculated using the URBEMIS 2002 computer modeling program it is determined that the proposed residential project does not exceed the significance threshold of 25 ppd. No "buy-down" of emissions is required for this project. **Therefore, no adverse impacts associated with long-term effects on air quality are anticipated as a result of this project.**

5. The project proposes residential uses rather than industrial or manufacturing where objectionable odors are likely to occur. Typical odors generated by the project would be those associated with cooking activities. **Therefore, No adverse impacts associated with objectionable odors are expected.**

Mitigation: The following mitigation measures shall apply:

- C-1 Developer shall ensure that all construction equipment is maintained and tuned to meet applicable Environmental Protection Agency (EPA) and California Air Resources Board (CARB) emission requirements. At such times as new emission control devices or operational modifications are found to be effective, Developer shall immediately implement such devices or operational modifications on all construction equipment.
- C-2 During smog season (may through October), developer shall lengthen the construction period so as to minimize the number of vehicles and equipment operating at the same time.
- C-3 At all times during construction activities, Developer shall minimize the area disturbed by clearing, grading, earth moving, or excavation operations to prevent excessive amounts of dust.
- C-4 During construction, Developer shall water the area to be graded or excavated prior to commencement of grading or excavation operations. Such application of water shall penetrate sufficiently to minimize fugitive dust during grading activities.
- C-5 During construction, Developer shall control dust by the following activities:
- All trucks hauling graded or excavated material offsite shall be required to cover their loads as required by California Vehicle Code 23114, with special attention to Sections 23114 (b)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.

- All graded and excavated material, exposed soils area, and active portions of the construction site, including unpaved onsite roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible.

C-6 During construction, Developer shall post and maintain onsite signs, in highly visible areas, restricting all vehicular traffic to 15 miles per hour or less.

C-7 During periods of high winds (i.e. wind speed sufficient to cause fugitive dust to impact adjacent properties), Developer shall cease all clearing, grading, earth moving, and excavation operations to prevent fugitive dust from being a nuisance or creating a hazard, either onsite or offsite.

C-8 Throughout construction, Developer shall sweep adjacent streets and roads at least once per day, preferably at the end of the day, so that any visible soil material and debris from the construction site is removed from the adjacent roadways.

Monitoring: Planning staff will verify that all dust control measures (C1 through C-8) are included on the grading plans. The Building Official, or designee, will monitor all applicable measures in the field until construction is completed.

Result After Mitigation: Upon implementation of the above mitigation measures, the project will not result in any residual significant adverse effects on the environment related to air quality issues.

D. BIOLOGICAL RESOURCES

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? (2020 General Plan, VIII - Open Space/Conservation Element; FEIR 88-3, 4.10 - Biological Resources; and Local Coastal Plan)	☐	☐	☐	☒
2. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? (2020 General Plan, VIII - Open Space/Conservation Element; FEIR 88-3, 4.10 - Biological Resources; and Local Coastal Plan)	☐	☐	☐	☒

D. BIOLOGICAL RESOURCES

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
3. Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means? (2020 General Plan, VIII - Open Space/Conservation Element; FEIR 88-3, 4.10 - Biological Resources; and Local Coastal Plan)	☐	☐	☐	☒
4. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites? (2020 General Plan, VIII - Open Space/Conservation Element; FEIR 88-3, 4.10 - Biological Resources; and Local Coastal Plan)	☐	☐	☐	☒
5. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance? (2020 General Plan, VIII - Open Space/Conservation Element; FEIR 88-3, 4.10 - Biological Resources; and Local Coastal Plan)	☐	☐	☐	☒
6. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan? (2020 General Plan, VIII - Open Space/Conservation Element; FEIR 88-3, 4.10 - Biological Resources; and Local Coastal Plan)	☐	☐	☐	☒

Discussion:

1-6 The City of Oxnard's 2020 General Plan and 2020 General Plan EIR do not identify any species of plants or animals which are considered to be endangered, threatened, or sensitive on or adjacent to the subject property. Additionally, no wildlife corridors have been identified in the area. With regards to vegetation communities, the City of Oxnard's General Plan identifies three types of habitat that are considered significant and include: Riparian, Dunes Habitat, and Wetlands. These habitats exist on or near the Pacific Ocean or the Santa Clara River, and are not present on or in the vicinity of the subject property. **Therefore, no adverse impacts to biological resources are expected.**

Mitigation: No mitigation measures are required or proposed

E. CULTURAL RESOURCES

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5? (2020 General Plan, VIII - Open Space/Conservation Element; FEIR 88-3, 4.11 - Cultural Resources)	☐	☐	☒	☐
2. Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5? (2020 General Plan, VIII - Open Space/Conservation Element; FEIR 88-3, 4.11 - Cultural Resources)	☐	☐	☒	☐
3. Directly or indirectly destroy a unique paleontological resource or site or unique geological feature? (2020 General Plan, VIII - Open Space/Conservation Element; FEIR 88-3, 4.12 - Aesthetic Resources)	☐	☒	☐	☐
4. Disturb any human remains, including those interred outside of formal cemeteries? (2020 General Plan, VIII - Open Space/Conservation Element; FEIR 88-3, 4.11 - Cultural Resources)	☐	☒	☐	☐

Discussion:

- 1-4 The property is disturbed from previously agricultural activity. Neither the City of Oxnard 2020 General Plan nor the 2020 General Plan FEIR identify any cultural or historic resources on the subject property; however, the City lies entirely on the Oxnard Plain and is part of the California cultural area. Although recent nearby development has not revealed any cultural resources in the immediate vicinity, the nature of previously recorded and discovered archaeological and ethnographic resources in the area and the expressed concerns of the Native American community for the entire City warrant onsite monitoring during grading activities in the event an unexpected find occurs. Should cultural resources be unearthed during construction activities, they would be subject to proper procedures that will minimize the risk of destruction, as well as protect and preserve the cultural integrity of the resource. **With the inclusion of the mitigation measures, potential impacts to cultural resources will be less than significant.**

Mitigation: The following mitigation measures shall apply:

- E-1 Developer shall contract with a qualified archaeologist to conduct a Phase I cultural resources survey of the site prior to issuance of any grading permits. The survey shall include 1) an archaeological and historical records search through the California Historical Resources Information System at CalState Fullerton; and 2) a field inspection of the project site. Upon completion, the Phase I survey report shall be submitted to the Planning and Environmental Services Division for compliance verification. A copy of the contract for these services shall be submitted to the Planning and Environmental Services Manager for review and approval prior to initiation of the Phase I activities.

The contract shall include provisions in case any cultural resources are discovered onsite. In the event that any historic or prehistoric cultural resources are discovered, work in the vicinity of the find shall be halted immediately. The archaeologist shall evaluate the discovery and determine the necessary mitigations for successful compliance with all applicable regulations. Developer or its successor in interest shall be responsible for paying all salaries, fees and the cost of any future mitigation resulting from the survey.

- E-2 Developer shall contract with a Native American monitor to be present during any subsurface grading, trenching or other construction activities on the project site. The monitor shall provide a monthly report to the Planning Division summarizing their activities and findings. A copy of the contract for these services shall be submitted to the Planning and Environmental Services Manager for review and approval prior to issuance of any grading permits. The monitoring report(s) shall be provided to the Planning Division prior to approval of final building permits.

Monitoring: Planning Staff will review the Native American monitoring contract prior to issuance of any building permits. Planning staff will ensure the monitoring reports are received prior to Planning Division inspection for final building permit sign-off. Development Services staff will monitor onsite construction activities, as necessary. .

Result After Mitigation: Upon implementation of the above mitigation measures, the project will not result in any residual significant adverse effects on the environment related to cultural resources. **No further monitoring needed**

F. GEOLOGY AND SOILS

Would the project:

1. Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:
 - a. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of known fault? Refer to Division of Mines and Geology Special Pub. 42. (2020 General Plan, IX-Safety Element; FEIR 88-3, 4.8 - Earth Resources)
 - b. Strong seismic ground shaking? (2020 General Plan, IX - Safety Element; FEIR 88-3, 4.8 - Earth Resources)
 - c. Seismic-related ground failure, including liquefaction? (2020 General Plan, IX - Safety Element; FEIR 88-3, 4.8 - Earth Resources)
 - d. Landslides? (2020 General Plan, IX - Safety Element; FEIR 88-3, 4.8 - Earth Resources)

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

F. GEOLOGY AND SOILS	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
Would the project:				
2. Result in substantial soil erosion, or the loss of topsoil? (2020 General Plan, IX - Safety Element; FEIR 88-3, 4.8 - Earth Resources)	☐	☐	☐	☒
3. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse? (2020 General Plan, IX - Safety Element; FEIR 88-3, 4.8 - Earth Resources)	☐	☐	☒	☐
4. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property? (2020 General Plan, IX - Safety Element; FEIR 88-3, 4.8 - Earth Resources)	☐	☐	☒	☐

Discussion:

1-4 The City, as with other jurisdictions in California, lies in a seismically active region. There are two seismic faults north and east of the site. Given the proximity of the site to these faults the site is susceptible to several types of earthquake-related risks. Through the implementation of standard construction techniques, adherence to the Uniform Building Code (UBC) potential impacts associated with seismically induced activities would be considered less than significant. The City's Development Services Division plan check process requires the submittal and approval of a soils, geologic and structural evaluation report prepared by a registered soils engineer and/or structural engineer for all new development.

According to the 2020 General Plan, the City of Oxnard is located in an area with high seismic ground shaking potential. The subject site is located in an area that has been identified as having a moderate to low potential for liquefaction (Figure IX-2). **With the inclusion of the mitigation measure, impacts to geology would be reduced to less than significant.**

Mitigation:

F-1 Developer shall submit a site-specific soils investigation, which shall be prepared by a licensed geotechnical engineer. At a minimum, such study shall include liquefaction and compressible soil characteristics on the subject site, and shall identify any necessary construction techniques or other mitigation measures to prevent significant liquefaction/compressible soils impacts upon the proposed project. All recommendations of said report shall be incorporated in the project. Developer shall submit the report to the Building Official for review and approval prior to issuance of building permits.

Monitoring: The Building Official will review the soils investigation report, and shall determine if any applicable recommendations are to be incorporated into the project.

Result After Mitigation: Upon implementation of the above mitigation measure, the project will not result in any residual significant adverse effects on the environment related to geophysical issues.

G. HAZARDS AND HAZARDOUS MATERIALS

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials? (2020 General Plan, IX - Safety Element)	☐	☐	☒	☐
2. Create a significant hazard to the public or the environment through reasonably foreseeable up-set and accident conditions involving the release of hazardous materials into the environment? (2020 General Plan, IX - Safety Element)	☐	☐	☒	☐
3. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? (2020 General Plan, IX - Safety Element)	☐	☐	☒	☐
4. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment? (2020 General Plan, IX - Safety Element)	☐	☐	☐	☒
5. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area? (2020 General Plan, IX - Safety Element)	☐	☒	☐	☐
6. For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area? (2020 General Plan, IX - Safety Element)	☐	☐	☐	☒
7. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? (2020 General Plan, IX - Safety Element; City of Oxnard Emergency Preparedness Plan and Response Manual)	☐	☐	☐	☒
8. Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands? (2020 General Plan, IX - Safety Element)	☐	☐	☐	☒

Discussion:

- 1-4 The proposed project will create residential uses that do not transport or emit toxic chemicals or vapors. **Therefore, the risk associated with emissions or handling of hazardous materials is considered to be less than significant.**
- 5-6. The project site is located within the Oxnard Airport Sphere of Interest as determined by the General Plan. Since over 90% of all aircraft approaches to the Oxnard Airport are in an east to west direction over the City of Oxnard the project site is not located within most landing patterns. However, Section 36-5.4.0 of the City Code requires the preparation of an airport hazard risk assessment for new development proposed within the airport's sphere of influence. The Airport Land Use Commission and Oxnard Airport Authority reviewed the project and found it to be consistent with the airport land use plan, provisions of Federal Aviation Administration (FAA) Federal Aviation Regulations (FAR) Part 77 (obstruction clearance), provisions of FAR Part 150 (land use compatibility), the airport comprehensive land use plan (CLUP) and the airport master plan. The project is technically and legally compliant with the minimum standards relation to development in the vicinity of an airport. **Therefore, with the inclusion of the mitigation measures the impact would be reduced to less than significant.**
7. According the General Plan, W. Fifth Street is considered an evacuation route. The project is providing an access point off of W Fifth Street which will allow for ease of access for residents to evacuation routes as well as continuing Dunkirk Drive from the east to the west which will allow residents to access Patterson Road which leads south to Channel Islands, an additional evacuation route. In addition, the project applicant will make improvements including the introduction of additional traffic lands along this roadway to ensure smooth traffic flow. **Therefore, no significant impact is anticipated.**
8. Development of the property would not result in an increased wildfire risk. Site development would convert vacant land to an urban use. The site itself is located adjacent to a existing development and is not located in an area containing flammable brush, grass, or trees. **Therefore, no significant impact is anticipated.**

Mitigation:

- G-1 Developer shall submit plans the Development Services Division the clearly indicated that home constructed along the northern residential boundary shall be no closer than 400 feet from the centerline of proposed widened W. Fifth Street.
- G-2 Prior to issuance of building permits the developer shall file a form 7460, "Notice of Proposed Construction: with the Federal Aviation Administration (FAA), a provide a copy to the Planning Division, that enables the FAA to review the development for any hazards to airport /aviation operations.

Monitoring: Planning staff will verify the plans submitted clearly show a 400' buffer from the centerline of W. Fifth Street. Planning staff shall review form 7460 prior to issuance of building permits.

Result After Mitigation: Upon implementation of the above mitigation measures, the project will not result in any residual significant adverse effects on the environment related to hazards and hazardous material issues.

H. HYDROLOGY AND WATER QUALITY

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Violate any water quality standards or waste discharge requirements? (2020 General Plan, VIB - Public Facilities Element, VIII - Open Space/Conservation Element; FEIR 88-3, 4.9 - Water Resources)	☐	☐	☒	☐
2. Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of preexisting nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)? (2020 General Plan, VIB - Public Facilities Element, VIII - Open Space/Conservation Element; FEIR 88-3, 4.9 - Water Resources)	☐	☐	☐	☒
3. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner, which would result in substantial erosion or siltation on- or off-site? (2020 General Plan, VIB - Public Facilities Element, VIII - Open Space/Conservation Element, IX - Safety Element; FEIR 88-3, 4.9 - Water Resources)	☐	☐	☒	☐
4. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner, which would result in substantial erosion or siltation on- or off-site? (2020 General Plan, VII - Public Facilities Element, VIII - Open Space/Conservation Element, IX - Safety Element; FEIR 88-3, 4.9 - Water Resources)	☐	☐	☒	☐
5. Create or contribute runoff water, which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff? (2020 General Plan, VII - Public Facilities Element, VIII - Open Space/Conservation Element, IX - Safety Element; FEIR 88-3, 4.9 - Water Resources)	☐	☐	☒	☐

H. HYDROLOGY AND WATER QUALITY

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
6. Otherwise substantially degrade water quality? (2020 General Plan, VII - Public Facilities Element, VIII - Open Space/Conservation Element, IX - Safety Element; FEIR 88-3, 4.9 - Water Resources)	☐	☐	☒	☒
7. Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map? (2020 General Plan, VII - Public Facilities Element, VIII - Open Space/Conservation Element, IX - Safety Element; FEIR 88-3, 4.9 - Water Resources)	☐	☐	☐	☒
8. Place within a 100-year flood hazard area structures which would impede or redirect flood flows? (2020 General Plan, VII - Public Facilities Element, VIII - Open Space/Conservation Element, IX - Safety Element; FEIR 88-3, 4.9 - Water Resources)	☐	☐	☐	☒
9. Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam? (2020 General Plan, VII - Public Facilities Element, VIII - Open Space/Conservation Element, IX - Safety Element; FEIR 88-3, 4.9 - Water Resources)	☐	☐	☐	☒
10. Inundation by seiche, tsunami, or mudflow? (2020 General Plan, VII - Public Facilities Element, VIII - Open Space/Conservation Element, IX - Safety Element; FEIR 88-3, 4.9 - Water Resources)	☐	☐	☐	☒

Discussion:

1-3,5,6. The project will replace vacant land with residential units creating less impervious surfaces. There are no surface water bodies or wetlands in the project vicinity which could be affected by the propose development. However, existing absorption rates, drainage patters, and runoff rates of the subject site are surrounding areas will be affected by the proposed project. In addition, development of the subject site with 41 residential units will place an increased demand on the City's water resources.

The project does not utilize or store hazardous materials as part of operational activity, so water quality impacts associated with project operation would be limited to those associated with motor vehicles and landscape maintenance. The primary source of contaminants would be oil, grease and particulates emitted by motor vehicles.

The project is subject to the requirements of the National Pollutant Discharge Elimination System (NPDES) permit during both construction and operation. The applicant is required to comply with the permit requirements through incorporation of design features and use of best management practices (BMPs) appropriate and applicable to the project. The City of Oxnard will review all proposed project plans for compliance with NPDES requirements as part of the project review and approval process. The developer, as part of the development to the east, installed a stormdrain for this project. Based on the above, no impacts are anticipated with regard to water quality. **Therefore, no adverse impacts are expected of these risks.**

4. The project site is flat and surrounded by urban uses. No river or stream occurs in the project vicinity, so site development would not alter the course of such a waterway. **Therefore, no adverse impacts are expected of this risk.**
- 7-10. According to the 2020 General Plan, the project is not located in the 100-year flood zone or areas subject to tsunami or seiche areas. **Therefore, no adverse impacts are expected of these risks.**

Mitigation: No mitigation measures required or proposed.

I. LAND USE AND PLANNING

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Physically divide an established community? (2020 General Plan, V - Land Use Element; FEIR 88-3, 4.1 - Land Use)	☐	☐	☐	☒
2. Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect? (2020 General Plan; City adopted Specific Plans; Local Coastal Program; and Zoning Ordinance; FEIR 88-3, 4.1 - Land Use)	☐	☐	☒	☐
3. Conflict with any applicable habitat conservation plan or natural community conservation plan? (2020 General Plan, VIII - Open Space/Conservation Element; FEIR 88-3, 4.1 - Land Use)	☐	☐	☐	☒

Discussion:

- 1,3. The project site is located adjacent to existing residential uses and is not the subject of a habitat conservation plan or program. The project itself represents residential development that would round out the boundary of the established residential community of Sea View Estates. **Therefore, the project would not physically divide an established community nor effect any habitat conservation planning and no significant impact is anticipated.**

2. California State Law (Government Code Section 65300) requires that each city prepare and adopt a comprehensive, long-term general plan for its future development. The general plan must contain seven elements, including land use, circulation, housing, conservation, open space, noise, and safety. In addition to these, state law permits cities to include optional elements in their general plans, thereby providing local governments with the flexibility to address the specific needs and unique character of their jurisdictions. The role of the general plan is to act as a "constitution" for development, the foundation upon which all land use decisions are based. It expresses community development goals and embodies public policies for the community.

As proposed, the project requires a General Plan Amendment to change the existing designations from Business Research Park (BRP) to Low Density Residential and General Commercial. The applicant is also requesting a zone change from Business Research Park to Single Family Residential, Planned Development/Planned Residential Group (R-1-PD) on a portion of the site. The northern +/- 7 acres will be zoned general commercial planned development (C2-PD).

The City of Oxnard has reviewed the proposed tract map against City Development and design guidelines which regulated permitted uses, development density, building heights, site and building design, transportation demand and neighborhood protections. The requested zone change and general plan amendment would allow for more compatible land uses with the existing and proposed residential to the east, south, and west of the project site. In addition the developer is relocating an easement from the southern boundary of the project site to the northern boundary of the proposed residential to create a buffer between the proposed residential and commercial. **Therefore, impacts to land use and planning do not require mitigation.**

Mitigation: No mitigation measures are required or proposed.

J. MINERAL RESOURCES

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state? (2020 General Plan, V - Land Use Element; FEIR 88-3, 4.8 - Earth Resources)	☐	☐	☐	☒
2. Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? (2020 General Plan, V - Land Use Element; FEIR 88-3, 4.8 - Earth Resources)	☐	☐	☐	☒

Discussion:

- 1,2. Aggregate (sand, gravel, and crushed rock) resources are located in several geographic within Ventura County. In the western Ventura County area, aggregate resources are almost exclusively located adjacent to, and in the Santa Clara River. In addition, there are aggregate resources present in the hills northwest of Moorpark and in the hills to the north and south of Simi Valley. The project site is located south of these mineral deposits on soil designated MRZ-1or MRZ-4. Neither of these zones are identified as containing prime aggregate resources and as a result of development, the proposed project would not impact potential or active mineral resources.¹ According to the Resources Appendix of the Ventura County General Plan, theoretically, there are adequate supplies of aggregate in the areas presently being mined, to meet the total projected demand of that mineral in the entire county through the year 2030.²

Development of the subject site would increase the rate of consumption of fuel and other energy sources. During construction, energy resources would be necessary for onsite building activities, equipment operations, and transport vehicles bringing supplies to the site and hauling waste and debris offsite. After construction, necessary energy resources might include gasoline for project vehicle trips, natural gas for heating and cooling, and electrical services for lighting. The proposal does not create any unique demand on the resources described above. **Therefore, no impacts on natural and mineral resources are expected**

Mitigation: No mitigation measures are required or proposed

K. NOISE

Would the project result in:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? (2020 General Plan, X - Noise Element; FEIR 88-3, 4.4 - Noise; Oxnard Sound Regulations - Sections 19-60.1 through 19-60.15)	☐	☐	☒	☐
2. Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels? (2020 General Plan, X - Noise Element; FEIR 88-3, 4.4 - Noise; Oxnard Sound Regulations - Sections 19-60.1 through 19-60.15)	☐	☐	☒	☐
3. A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project? (2020 General Plan, X - Noise Element; FEIR 88-3, 4.4 - Noise; Oxnard Sound Regulations - Sections 19-60.1 through 19-60.15)	☐	☐	☒	☐

1 Final Environmental Impact Report, City of Oxnard 2020 General Plan, Figure 4.8-5 June 1990.

2 Ventura County General Plan, Resources Appendix, page 37, May 1988.

K. NOISE

Would the project result in:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
4. A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels without the project? (2020 General Plan, X - Noise Element; FEIR 88-3, 4.4 - Noise; Oxnard Sound Regulations - Sections 19-60.1 through 19-60.15)	☐	☐	☒	☐
5. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels? (2020 General Plan, X - Noise Element; FEIR 88-3, 4.4 - Noise; Oxnard Sound Regulations - Sections 19-60.1 through 19-60.15)	☐	☒	☐	☐
6. For a project located within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels? (2020 General Plan, X - Noise Element; FEIR 88-3, 4.4 - Noise; Oxnard Sound Regulations - Sections 19-60.1 through 19-60.15)	☐	☐	☐	☒

Discussion:

- 1-4, 6. The existing noise environment is characterized by urban noise sources, such as commuter traffic, domestic noises and office and light industrial operations. Development of 41 single-family residences onsite will increase the existing ambient noise levels. Although short-term noise generated by construction activities will occur, these levels are anticipated to be adverse but not significant. The City Ordinance limits construction activities to between the 7:00 am and 7:00 pm. **Therefore, significant impacts relating to these risks are not anticipated.**
5. The project site is just south of the Oxnard Airport. With respect to airport compatibility the project site is located outside of the 65 dB9A) CNEL aircraft noise contour. Thus the proposed residential development would not expose future occupants to significant noise levels associated with airport operations. In addition the project site is within the helicopter over flight area which would generate an instantaneous sound level that could represent a temporary annoyance to future occupants. However, the number of fly-over events is too infrequent to influence the 24-hour time weighted CNEL contours for airport operations, so the project is considered compatible with State and City General Plan noise criteria. **Therefore, with the inclusion of the following mitigation, impact associated with airport noise would be reduced to less than significant.**

Mitigation:

K-1 The applicant shall provide such notice to potential homebuyers disclosing the presence of the Oxnard Airport and a helicopter flight path along W. Fifth Street. The applicant shall provide such notice to each homebuyer and obtain signatures acknowledging the presence of the Oxnard Airport and a helicopter flight path along W. Fifth Street.

Monitoring: Planning staff shall have on file a copy of the disclosure prior to issuance of a Temporary Use Permit application.

Result After Mitigation: Upon implementation of the above mitigation measure, the project will not result in any residual significant adverse effects related to the noise levels at the project site.

L. POPULATION AND HOUSING

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through an extension of roads or other infrastructure)? (2020 General Plan, IV - Growth Management Element, V - Land Use Element, Revised 2000-2005 Housing Element, FEIR 88-3, 4.2 - Population, Housing and Employment, 5.0 - Growth-Inducing Impacts)	☐	☐	☒	☐
2. Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere? (2020 General Plan, IV - Growth Management Element, V - Land Use Element, Revised 2000-2005 Housing Element, FEIR 88-3, 4.2 - Population, Housing and Employment, 5.0 - Growth-Inducing Impacts)	☐	☐	☐	☒
3. Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere? (2020 General Plan, IV - Growth Management Element, V - Land Use Element, Revised 2000-2005 Housing Element, FEIR 88-3, 4.2 - Population, Housing and Employment, 5.0 - Growth-Inducing Impacts)	☐	☐	☐	☒

Discussion:

- 1-3. The project site is currently vacant, consequently development of the project site would not remove existing homes, nor displace people. The proposed project would, however, result in the development of 41 additional single-family homes and two commercial lots totaling +/- 7 acres. Based on a person per household figure of 3.9 (pursuant the 2002 Department of Finance) the proposed project could result in a potential population growth of approximately 160 people. The new housing units are expected to add to the City's housing stock and shall be in accordance with the City's affordable housing requirements. The anticipated population growth has been analyzed as part of the EIR for the 2020 General Plan and is considered to be consistent with the City's General Plan. **Therefore, impacts to population growth and housing displacement are considered to be less than significant.**

Mitigation: No mitigation measures are required or proposed.

M. PUBLIC SERVICES*

Would the project result in substantial adverse physical impacts to the following:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Fire protection? (2020 General Plan, VII - Public Facilities Element; FEIR 88-3, 4.13 - Public Services)	☐	☐	☒	☐
2. Police protection? (2020 General Plan, VII - Public Facilities Element; FEIR 88-3, 4.13 - Public Services)	☐	☐	☒	☐
3. Schools? (2020 General Plan, VII - Public Facilities Element; FEIR 88-3, 4.13 - Public Services)	☐	☐	☒	☐
4. Parks? (2020 General Plan, VII - Public Facilities Element; FEIR 88-3, 4.13 - Public Services)	☐	☐	☒	☐
5. Other public facilities? (2020 General Plan, VII - Public Facilities Element; FEIR 88-3, 4.13 - Public Services)	☐	☐	☒	☐

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

Discussion:

- 1 The project will include adequate fire hydrants, vehicular and pedestrian access, signage, addressable smoke detectors and all requirements of the Uniform Fire Code in order to minimize any potential impacts on Fire services. In addition, standard Fire Department conditions will be incorporated into the proposed project. **With the inclusion of standard Fire Department conditions, impact on fire services is considered to be less than significant.**

- 2 According to the 2020 General Plan, the current staffing ration of officers to population should be maintained to provided adequate police services as the City's population increases. The Cit will monitor the need for additional public facilities and/or personnel as part of the Five-Year Development Plan. Through this action, the City would ensure that police services are available to serve the proposed project and cumulative development. The increase in tax base generated by the project and cumulative projects would help fund the project's share of necessary police service expansion within the City. In addition the project must incorporate any Police Department design requirements (such as those pertaining to site access, site security, lighting, etc.) which will reduce demands for police protections service to the site and which will help ensure adequate public safety. **Therefore, impact on police services is considered to be less than significant.**
- 3 According to the 2020 General Plan, the proposed residential development will adversely impact existing schools. The Oxnard Elementary School District and the Oxnard Union High School District provide public education in the vicinity of the project. Occupancy of the 41 homes would generate additional students that would ultimately attend school in the two school districts. There is a proposal for the development of a new elementary school just northeast of the project site, which could help alleviate the impact on existing schools, however the proposed school is not yet approved. Prior to issuance of a building permit, the applicant will be required to pay the required school impact fee per unit in order to mitigate this impact. **With the inclusion of the required fees, impacts to schools are considered to be less than significant.**
- 4 There are no parks sites proposed in this development, however a park site is being development to the northeast at part of the build out of the 200 single family homes to the east of this project. Prior to issuance of building permits, the applicant will be required to pay the required Quimby fee per unit in order to mitigate this impact. **With the inclusion of the required fees, impacts to parks are considered to be less tan significant.**
- 5 The proposed project is part of the Calleguas Municipal Water District. The proposed project would contribute to the general wear and tear of various public facilities, including roadways, storm drainage system, and water and wastewater infrastructure. In order to address the project's share of wear and tear caused by the proposed project, the City requires developers of new projects to pay the following development fees: Planned Traffic Circulation System Facilities Fees (Traffic Impact); Planned water Facilities Fee; Planned Wastewater Facilities Fee; Planned Drainage Facilities Fee; and Growth Requirement Capital Fee. The existing Central Library and community center facilities will be sufficient to meet the future needs of the City as identified in the 2020 General Plan. **Therefore, impacts to other public facilities are considered to be less than significant.**

Mitigation: No mitigation measures are required or proposed.

N. RECREATION

	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? (2020 General Plan, XIII - Parks and Recreation Element; FEIR 88-3, 4.12 - Aesthetic Resources, 4.13 - Parks and Recreation Services)	☐	☐	☒	☐
2. Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment? (2020 General Plan, XIII - Parks and Recreation Element; FEIR 88-3, 4.12 - Aesthetic Resources, 4.13 - Parks and Recreation Services)	☐	☐	☐	☒

Discussion:

- 1-2. The project site is currently vacant, therefore development of the project site would increase the resident population of the City and the associated demand for recreational opportunities. The developer is required to pay a Quimby fee to reduce the impacts associated with the proposed development prior to issuance of building permits. **Therefore, no adverse impacts to recreation facilities are expected.**

Mitigation: No mitigation measures are required or proposed.

O. TRANSPORTATION/TRAFFIC

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Cause an increase in traffic, which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)? (2020 General Plan, VI - Circulation Element; FEIR 88-3, 4.3 - Transportation/Circulation)	☐	☐	☒	☐
2. Exceed, either individually or cumulatively, a level of service standard established by the County congestion management agency for designated roads or highways? (2020 General Plan, VI - Circulation Element; FEIR 88-3, 4.3 - Transportation/Circulation)	☐	☐	☒	☐

O. TRANSPORTATION/TRAFFIC

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
3. Result in a change in traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks? (2020 General Plan, VI - Circulation Element; FEIR 88-3, 4.3 - Transportation/Circulation)	☐	☐	☒	☐
4. Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? (2020 General Plan, VI - Circulation Element; FEIR 88-3, 4.3 - Transportation/Circulation)	☐	☐	☒	☐
5. Result in inadequate emergency access? (2020 General Plan, VI - Circulation Element; FEIR 88-3, 4.3 - Transportation/Circulation)	☐	☐	☒	☐
6. Result in inadequate parking capacity? (Zone Ordinance - Parking Regulations and Parking Lot Design Standards)	☐	☐	☐	☒
7. Conflict with adopted policies, plans or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)? (Bicycle Facilities Master Plan)	☐	☐	☒	☐

Discussion:

- 1-3. The residential project is anticipated to generate 456 total trips per day. Although the 2020 General Plan designated this site for Business and Research Park use, the proposed use, residential, generates a lower trip per day average than Business and Research or Commercial uses, therefore the 456 trips are considered to be insignificant compared with the amount of daily traffic already in this area or that which would be generated with Business and Research Park use. To address potential cumulative traffic impacts, the City of Oxnard and the County of Ventura have an agreement pertaining to cumulative traffic fees in which applicants are required to pay applicable City and County traffic fees at time of permit issuance. This is a standard condition of approval and will be included as part of the approval of this project. **Therefore, impacts to traffic levels are anticipated to be less than significant.**
- 4-5. The Development Advisory Committee (DAC), which contains representatives from a variety of City Departments including Public Works, Planning, Police, Fire, Traffic, and Parks reviewed this project for consistency with City codes and development standards. As part of the DAC review potential inadequate emergency access issues were resolved. The project includes a special condition from the Fire Department not allowing further development to the north of the proposed cul-d-sacs is access to be provided off the proposed cul-d-sacs. **Therefore, impacts to emergency access will be reduced to less than significant.**

6. The proposed project includes parking that meets the requirements by City Code. For each dwelling unit, a two-car garage (minimum interior clear dimensions 20' X 20') is required. Additional parking, such as for visitors, should be available on each individual driveway. As proposed, the development complies with the City's requirements for on-site parking. **Therefore, no impacts related to inadequate parking are anticipated.**
7. The project site is served by the South Coast Area Transit (SCAT) along W. Fifth. As part of this proposal the developer will provide pedestrian connection to access the existing transit stops. In addition the developer is dedicating land to the city for the widening and subsequent improvements along W. Fifth Street which will create bike lanes and sidewalks. The proposed project will not conflict with any policies supporting alternative transportation. Nor will the project create impacts to rail, waterborne or air traffic. **Therefore, no impacts to alternative transportation are anticipated.**

Mitigation: No mitigation measures are required or proposed.

P. UTILITIES AND SERVICE SYSTEMS

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board? (2020 General Plan, VII - Public Facilities Element; FEIR 88-3, 4.6 - Public Utilities, 4.9 - Water Resources)	☐	☐	☐	☒
2. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? (2020 General Plan, VII - Public Facilities Element; FEIR 88-3, 4.6 - Public Utilities, 4.9 - Water Resources)	☐	☐	☐	☒
3. Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? (2020 General Plan, VII - Public Facilities Element; FEIR 88-3, 4.6 - Public Utilities, 4.9 - Water Resources)	☐	☐	☒	☐
4. Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed? (2020 General Plan, VII - Public Facilities Element; FEIR 88-3, 4.6 - Public Utilities, 4.9 - Water Resources)	☐	☐	☒	☐

P. UTILITIES AND SERVICE SYSTEMS

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
5. Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments? (2020 General Plan, VII - Public Facilities Element; FEIR 88-3, 4.6 - Public Utilities, 4.9 - Water Resources)	☐	☐	☒	☐
6. Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs? (2020 General Plan, VII - Public Facilities Element; FEIR 88-3, 4.6 - Public Utilities, 4.9 - Water Resources)	☐	☐	☒	☐
7. Comply with federal, state, and local statutes and regulations related to solid waste? (2020 General Plan, VII - Public Facilities Element; FEIR 88-3, 4.6 - Public Utilities, 4.9 - Water Resources)	☐	☐	☐	☒

Discussion:

- 1-5 The project will create additional demand one existing utilities and service systems. As stated previously, in Section H, the developer, as part of the development to the east, installed a stormdrain for this project. Water service to this area is currently provided by Calleguas Municipal Water District (CMWD). **Therefore, no adverse impacts to water service are expected.**
- 6-7. Standard conditions of approval will involve compliance with the City's recycling requirements, which will address the landfill and solid waste concerns. **Therefore, impacts to utilities and public services are expected to be less than significant.**

Mitigation: No mitigation measures and required or proposed.

Q. MANDATORY FINDINGS OF SIGNIFICANCE

	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☒	☐	☐

Q. MANDATORY FINDINGS OF SIGNIFICANCE

	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
2. Does the project have impacts that are individually limited, but cumulatively considerable (<i>"Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects?</i>)?	☐	☐	☒	☐
3. Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☐	☒

Discussion:

No new significant adverse effects are expected to result from the proposed project. Mitigation measures are either incorporated into the project or made a part of the Mitigated Negative Declaration.

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

Air Quality

- C-1 Developer shall ensure that all construction equipment is maintained and tuned to meet applicable Environmental Protection Agency (EPA) and California Air Resources Board (CARB) emission requirements. At such time as new emission control devices or operational modifications are found to be effective, Developer shall immediately implement such devices or operational modifications on all construction equipment.
- C-2 During smog season (May through October), Developer shall lengthen the construction period so as to minimize the number of vehicles and equipment operating at the same time.
- C-3 At all times during construction activities, Developer shall minimize the area disturbed by clearing, grading, earth moving, or excavation operations to prevent excessive amounts of dust.
- C-4 During construction, Developer shall water the area to be graded or excavated prior to commencement of grading or excavation operations. Such application of water shall penetrate sufficiently to minimize fugitive dust during grading activities.
- C-5 During construction, Developer shall control dust by the following activities:
 - All trucks hauling graded or excavated material offsite shall be required to cover their loads as required by California Vehicle Code §23114, with special attention to Sections 23114(b)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.

- All graded and excavated material, exposed soils areas, and active portions of the construction site, including unpaved onsite roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible.
- C-6 During construction, Developer shall post and maintain onsite signs, in highly visible areas, restricting all vehicular traffic to 15 miles per hour or less.
- C-7 During periods of high winds (i.e. wind speed sufficient to cause fugitive dust to impact adjacent properties), Developer shall cease all clearing, grading, earth moving, and excavation operations to prevent fugitive dust from being a nuisance or creating a hazard, either onsite or offsite.
- C-8 Throughout construction, Developer shall sweep adjacent streets and roads at least once per day, preferably at the end of the day, so that any visible soil material and debris from the construction site is removed from the adjacent roadways.

Cultural Resources

- E-1 Developer shall contract with a qualified archaeologist to conduct a Phase I cultural resources survey of the project site prior to issuance of any grading permits. The survey shall include 1) an archaeological and historical records search through the California Historical Resources Information System at CalState Fullerton; and 2) a field inspection of the project site. Upon completion, the Phase I survey report shall be submitted to the Planning and Environmental Services Division for compliance verification. A copy of the contract for these services shall be submitted to the Planning and Environmental Services Manager for review and approval prior to initiation of the Phase I activities.

The contract shall include provisions in case any cultural resources are discovered onsite. In the event that any historic or prehistoric cultural resources are discovered, work in the vicinity of the find shall be halted immediately. The archaeologist shall evaluate the discovery and determine the necessary mitigations for successful compliance with all applicable regulations. Developer or its successor in interest shall be responsible for paying all salaries, fees and the cost of any future mitigation resulting from the survey.

- E-2 Developer shall contract with a Native American monitor to be present during any subsurface grading, trenching or other construction activities on the project site. The monitor shall provide a monthly report to the Planning Division summarizing their activities and findings. A copy of the contract for these services shall be submitted to the Planning and Environmental Services Manager for review and approval prior to issuance of any grading permits. The monitoring report(s) shall be provided to the Planning Division prior to approval of final building permits.

Geology and Soils

- F-1 Developer shall submit a site-specific soils investigation, which shall be prepared by a licensed geotechnical engineer. At a minimum, such study shall include liquefaction and compressible soil characteristics on the subject site, and shall identify any necessary construction techniques or other mitigation measures to prevent significant liquefaction/compressible soils impacts upon the proposed project. All recommendations of said report shall be incorporated in the project. Developer shall submit the report to the Building Official for review and approval prior to issuance of building permits.

Noise

- K-1 The applicant shall provide such notice to potential homebuyers disclosing the presence of the Oxnard Airport and a helicopter flight path along W. Fifth Street. The applicant shall provide such notice to each homebuyer and obtain signatures acknowledging the presence of the Oxnard Airport and a helicopter flight path along W. Fifth Street.

ADDITIONAL REFERENCES

1. California, State of, Air Resources Board, *URBEMIS 2002 Program*.
2. California, State of, Governor's Office, Office of Planning and Research, Office of Permit Assistance, *Hazardous Waste and Substances Sites - List Pursuant to AB 3750*, current edition.
3. California, State of, Office of Planning and Research, *California Environmental Quality Act Statutes*, Sacramento, California: January 1, 2002.
4. California, State of, Office of Planning and Research, *Guidelines for Implementation of the California Environmental Quality Act*, Sacramento, California: February 1, 2001.
5. California, State of, Office of Planning and Research, *Planning, Zoning and Development Laws*, November 2000.
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7. City of Oxnard, Development Services Department, Planning Division, *and Zone & Land Use Maps*, current editions.
8. City of Oxnard, Fire Department, *Fire Protection Planning Guide*, January 1990.
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10. Ventura County Air Pollution Control District, *Ventura County Air Quality Assessment Guidelines*, October 2003.
11. Institute of Transportation Engineers, *Trip Generation Manual*, Seventh Edition, Washington, DC, 2003.
12. United States Federal Emergency Management Agency, National Flood Insurance Program, *FIRM Flood Insurance Rate Maps for the City of Oxnard*, October 1985.
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15. City of Oxnard, Public Works Department, *Master Water Plan*, current edition.
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17. Ventura County Airport Land Use Commission, *Oxnard Airport Master Land Use Plan*, 1990.
18. Ventura County Cultural Heritage Board, *Ventura County Historical Landmarks & Points of Interest- August 1991*, Ventura County Recreation Services.
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Environmental Impact Reports

1. City of Oxnard, *FEIR for the Fifth and Patterson project (Tract 5340)*.

IN THE CITY OF OAKLAND,
COUNTY OF VENTURA, STATE OF CALIFORNIA

LOT 1 THROUGH 6, INCLUSIVE OF LICENSED LAND SURVEYOR'S MAP
FILED IN BOOK 23, PAGE 30 OF RECORD OF SURVEYS.

GENERAL NOTES:

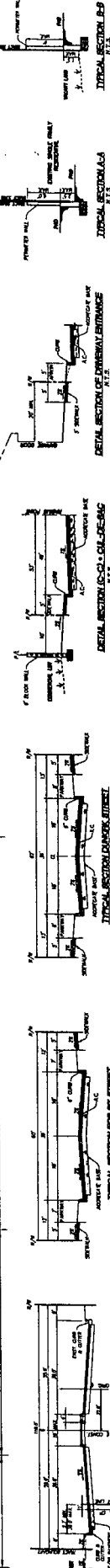
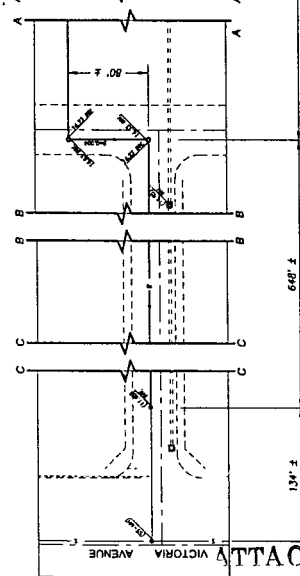
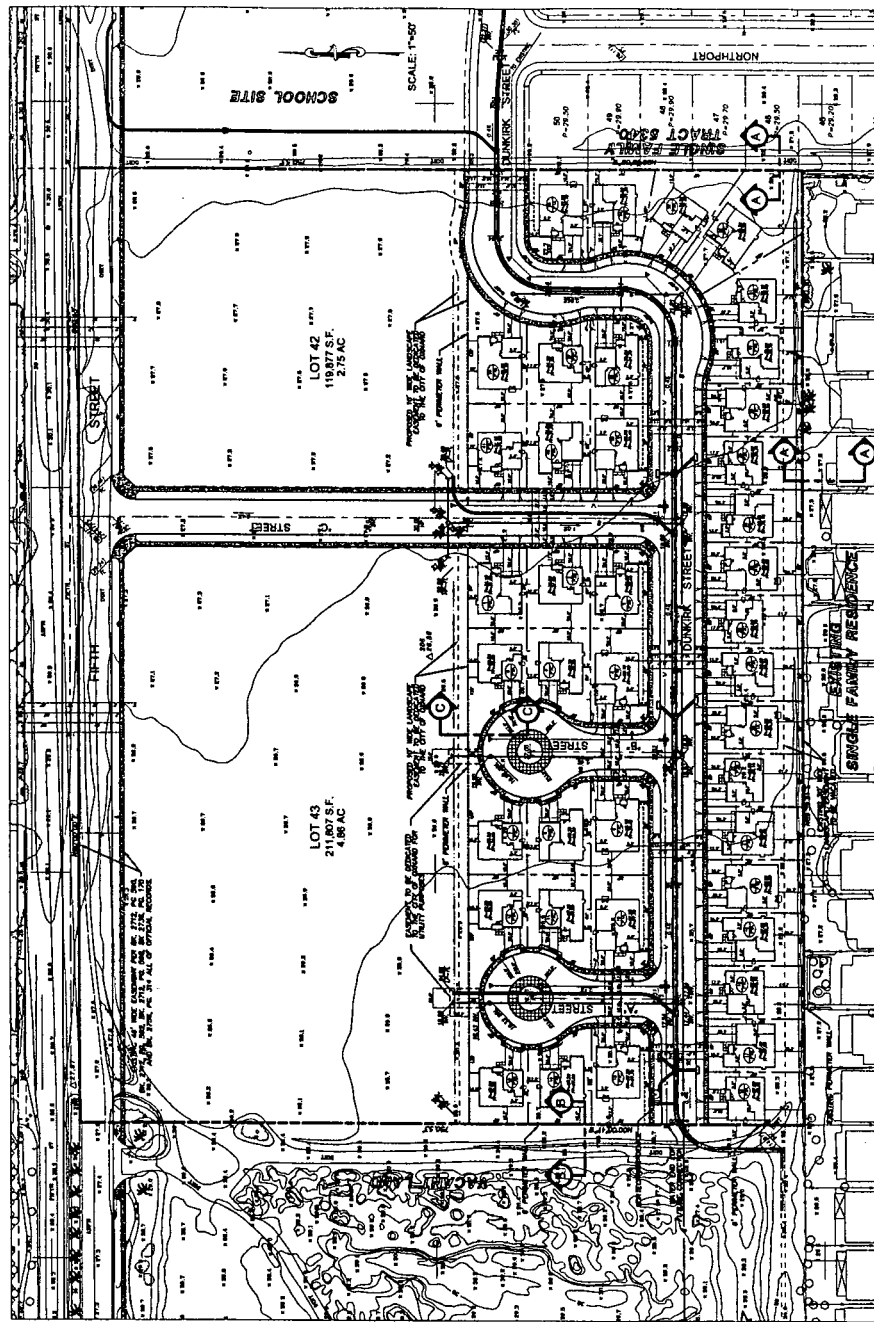
1. ALL PROPOSED UTILITIES SHALL BE PLACED UNDERGROUND.
2. THE DEVELOPER MUST RESERVE THE RIGHT TO FILE A MAP OF THE TRAIL.
3. ALL STREETS SHOWN HEREON SHALL BE PUBLIC STREETS AND SHALL BE DEDICATED TO THE CITY OF CHANDLER.
4. ALL SANITARY SEWER AND STORM SEWERS SHOWN HEREON SHALL BE PUBLIC AND SHALL BE DEDICATED TO THE CITY OF CHANDLER.
5. ALL PROPOSED WELLS FACILITIES SHOWN HEREON SHALL BE PUBLIC AND SHALL BE DEDICATED TO THE CITY OF CHANDLER.
6. COMPLIANCE WITH ALL SANITATION AND DETENTION REQUIREMENTS FOR ALL FACILITIES SHOWN HEREON SHALL BE THE RESPONSIBILITY OF THE DEVELOPER.
7. UTILITIES DEEDS AND FACILITIES ARE DECLARATORY AND SUBJECT TO CHANGE AT ANY TIME OF THE TRAIL DEVELOPMENT.

PROJECT SUMMARY

UNIT NO.	PLAN 1	PLAN 2	PLAN 3	PLAN 4	PLAN 5	PLAN 6	PLAN 7	PLAN 8	PLAN 9	PLAN 10	PLAN 11	PLAN 12	PLAN 13	PLAN 14	PLAN 15	PLAN 16	PLAN 17	PLAN 18	PLAN 19	PLAN 20	PLAN 21	PLAN 22	PLAN 23	PLAN 24	PLAN 25	PLAN 26	PLAN 27	PLAN 28	PLAN 29	PLAN 30	PLAN 31	PLAN 32	PLAN 33	PLAN 34	PLAN 35	PLAN 36	PLAN 37	PLAN 38	PLAN 39	PLAN 40	PLAN 41	PLAN 42	PLAN 43	PLAN 44	PLAN 45	PLAN 46	PLAN 47	PLAN 48	PLAN 49	PLAN 50	PLAN 51	PLAN 52	PLAN 53	PLAN 54	PLAN 55	PLAN 56	PLAN 57	PLAN 58	PLAN 59	PLAN 60	PLAN 61	PLAN 62	PLAN 63	PLAN 64	PLAN 65	PLAN 66	PLAN 67	PLAN 68	PLAN 69	PLAN 70	PLAN 71	PLAN 72	PLAN 73	PLAN 74	PLAN 75	PLAN 76	PLAN 77	PLAN 78	PLAN 79	PLAN 80	PLAN 81	PLAN 82	PLAN 83	PLAN 84	PLAN 85	PLAN 86	PLAN 87	PLAN 88	PLAN 89	PLAN 90	PLAN 91	PLAN 92	PLAN 93	PLAN 94	PLAN 95	PLAN 96	PLAN 97	PLAN 98	PLAN 99	PLAN 100	PLAN 101	PLAN 102	PLAN 103	PLAN 104	PLAN 105	PLAN 106	PLAN 107	PLAN 108	PLAN 109	PLAN 110	PLAN 111	PLAN 112	PLAN 113	PLAN 114	PLAN 115	PLAN 116	PLAN 117	PLAN 118	PLAN 119	PLAN 120	PLAN 121	PLAN 122	PLAN 123	PLAN 124	PLAN 125	PLAN 126	PLAN 127	PLAN 128	PLAN 129	PLAN 130	PLAN 131	PLAN 132	PLAN 133	PLAN 134	PLAN 135	PLAN 136	PLAN 137	PLAN 138	PLAN 139	PLAN 140	PLAN 141	PLAN 142	PLAN 143	PLAN 144	PLAN 145	PLAN 146	PLAN 147	PLAN 148	PLAN 149	PLAN 150	PLAN 151	PLAN 152	PLAN 153	PLAN 154	PLAN 155	PLAN 156	PLAN 157	PLAN 158	PLAN 159	PLAN 160	PLAN 161	PLAN 162	PLAN 163	PLAN 164	PLAN 165	PLAN 166	PLAN 167	PLAN 168	PLAN 169	PLAN 170	PLAN 171	PLAN 172	PLAN 173	PLAN 174	PLAN 175	PLAN 176	PLAN 177	PLAN 178	PLAN 179	PLAN 180	PLAN 181	PLAN 182	PLAN 183	PLAN 184	PLAN 185	PLAN 186	PLAN 187	PLAN 188	PLAN 189	PLAN 190	PLAN 191	PLAN 192	PLAN 193	PLAN 194	PLAN 195	PLAN 196	PLAN 197	PLAN 198	PLAN 199	PLAN 200	PLAN 201	PLAN 202	PLAN 203	PLAN 204	PLAN 205	PLAN 206	PLAN 207	PLAN 208	PLAN 209	PLAN 210	PLAN 211	PLAN 212	PLAN 213	PLAN 214	PLAN 215	PLAN 216	PLAN 217	PLAN 218	PLAN 219	PLAN 220	PLAN 221	PLAN 222	PLAN 223	PLAN 224	PLAN 225	PLAN 226	PLAN 227	PLAN 228	PLAN 229	PLAN 230	PLAN 231	PLAN 232	PLAN 233	PLAN 234	PLAN 235	PLAN 236	PLAN 237	PLAN 238	PLAN 239	PLAN 240	PLAN 241	PLAN 242	PLAN 243	PLAN 244	PLAN 245	PLAN 246	PLAN 247	PLAN 248	PLAN 249	PLAN 250	PLAN 251	PLAN 252	PLAN 253	PLAN 254	PLAN 255	PLAN 256	PLAN 257	PLAN 258	PLAN 259	PLAN 260	PLAN 261	PLAN 262	PLAN 263	PLAN 264	PLAN 265	PLAN 266	PLAN 267	PLAN 268	PLAN 269	PLAN 270	PLAN 271	PLAN 272	PLAN 273	PLAN 274	PLAN 275	PLAN 276	PLAN 277	PLAN 278	PLAN 279	PLAN 280	PLAN 281	PLAN 282	PLAN 283	PLAN 284	PLAN 285	PLAN 286	PLAN 287	PLAN 288	PLAN 289	PLAN 290	PLAN 291	PLAN 292	PLAN 293	PLAN 294	PLAN 295	PLAN 296	PLAN 297	PLAN 298	PLAN 299	PLAN 300	PLAN 301	PLAN 302	PLAN 303	PLAN 304	PLAN 305	PLAN 306	PLAN 307	PLAN 308	PLAN 309	PLAN 310	PLAN 311	PLAN 312	PLAN 313	PLAN 314	PLAN 315	PLAN 316	PLAN 317	PLAN 318	PLAN 319	PLAN 320	PLAN 321	PLAN 322	PLAN 323	PLAN 324	PLAN 325	PLAN 326	PLAN 327	PLAN 328	PLAN 329	PLAN 330	PLAN 331	PLAN 332	PLAN 333	PLAN 334	PLAN 335	PLAN 336	PLAN 337	PLAN 338	PLAN 339	PLAN 340	PLAN 341	PLAN 342	PLAN 343	PLAN 344	PLAN 345	PLAN 346	PLAN 347	PLAN 348	PLAN 349	PLAN 350	PLAN 351	PLAN 352	PLAN 353	PLAN 354	PLAN 355	PLAN 356	PLAN 357	PLAN 358	PLAN 359	PLAN 360	PLAN 361	PLAN 362	PLAN 363	PLAN 364	PLAN 365	PLAN 366	PLAN 367	PLAN 368	PLAN 369	PLAN 370	PLAN 371	PLAN 372	PLAN 373	PLAN 374	PLAN 375	PLAN 376	PLAN 377	PLAN 378	PLAN 379	PLAN 380	PLAN 381
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LEGEND:

10	TOP OF CURB
11	FLOW LINE
12	HIGH POINT
13	LOW POINT
14	GRADE BREAK
15	CENTER LINE
16	RIGHT OF WAY
17	SIDEWALK
18	PAVEMENT
19	ASPHALT CONCRETE PAVING



PROJECT NO	381	SITE PLAN	TRACT NO. 5640	CITY OF DOWD
DATE	1	DATE	1	DATE
				
EXEMPTION: THIS IS A UTILITY AND SHALL BE EXEMPTED FROM THE REQUIREMENTS OF THE ZONING ACT, MICHIGAN ACT 207, 1967, PA 100, 1967, MCL 207.11(1) AND 207.11(2).				
DESIGNER: FIFTH STREET LAND LLC 3800 TWENTY SEVENTH ST. SUITE 200 DOWD, MI 49824 TEL: 231-234-8488 GARY@FIFTHSTREETLAND.COM				

ATTACHMENT 5
PAGE 65 OF 125

TRACT NO. 5640
IN THE CITY OF OXNARD,
COUNTY OF VENTURA, STATE OF CALIFORNIA

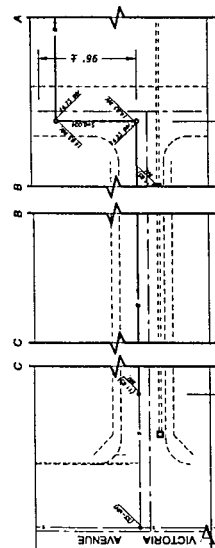
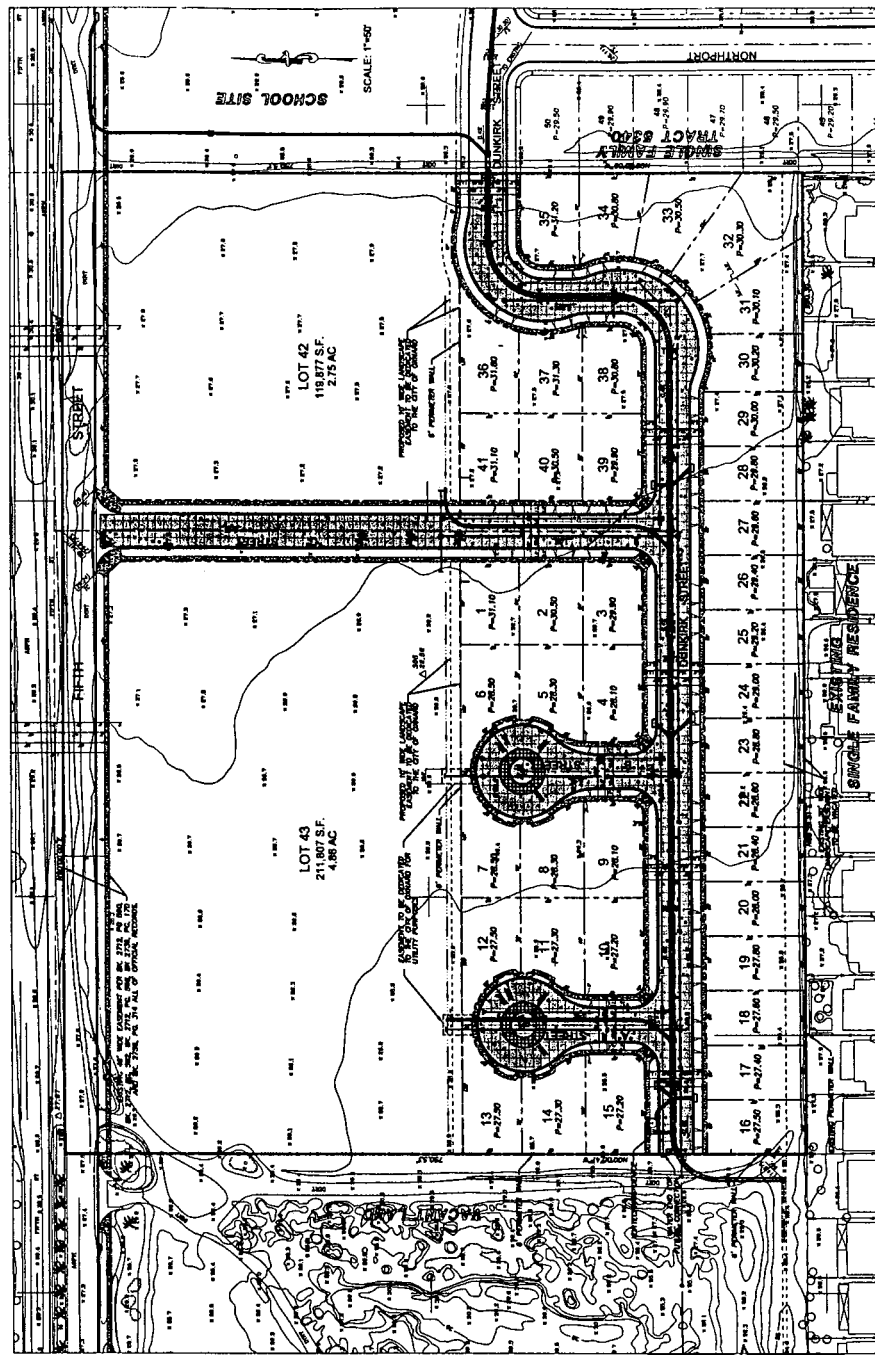
REVISÉ DATE: JUNE 30, 2004

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1	1,500	1,500
2	3,000	3,000
3	4,500	4,500
4	6,000	6,000
5	7,500	7,500
6	9,000	9,000
7	10,500	10,500
8	12,000	12,000
9	13,500	13,500
10	15,000	15,000
11	16,500	16,500
12	18,000	18,000
13	19,500	19,500
14	21,000	21,000
15	22,500	22,500
16	24,000	24,000
17	25,500	25,500
18	27,000	27,000
19	28,500	28,500
20	30,000	30,000
21	31,500	31,500
22	33,000	33,000
23	34,500	34,500
24	36,000	36,000
25	37,500	37,500
26	39,000	39,000
27	40,500	40,500
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29	43,500	43,500
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39	58,500	58,500
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74	111,000	111,000
75	112,500	112,500
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82	123,000	123,000
83	124,500	124,500
84	126,000	126,000
85	127,500	127,500
86	129,000	129,000
87	130,500	130,500
88	132,000	132,000
89	133,500	133,500
90	135,000	135,000
91	136,500	136,500
92	138,000	138,000
93	139,500	139,500
94	141,000	141,000
95	142,500	142,500
96	144,000	144,000
97	145,500	145,500
98	147,000	147,000
99	148,500	148,500
100	150,000	150,000
TOTAL	15,000 S.F.	15,000 S.F.

1. ALL PROPOSED UTILITIES SHALL BE PLACED UNDERGROUND.
2. THE DEVELOPER MUST PROVIDE RESERVES FOR THE FULL BRUSH TRIM AND S&C.
3. ALL STREET FRONTAGES SHALL BE PUBLIC STREETS.
4. ALL PROPOSED DRIVEWAYS SHALL BE OPEN TO THE CITY OF CHANDLER.
5. ALL DRIVEWAYS AND DRIVEWAYS BEHIND VEHICLES SHALL BE PUBLIC AND SHALL BE DESIGNATED TO THE CITY OF CHANDLER.
6. ALL PROPOSED DRIVEWAYS BEHIND VEHICLES SHALL BE PUBLIC AND SHALL BE DESIGNATED TO THE CITY OF CHANDLER.
7. COMPLIANCE WITH ALL STREET GRADING AND ELEVATION REQUIREMENTS WILL BE REQUIRED TO BE IN ACCORDANCE WITH THE CITY OF CHANDLER.
8. UTILITIES SHALL BE LOCATED IN THE PERMANENT AND SUBJECT TO CHANGE AT THE TIME OF FINAL CONSTRUCTION.

[illegible]

TC	TOP OF CURB
FL	FLOW LINE
HP	HIGH POINT
LP	LOW POINT
GE	GRADE BREAK
CL	CENTER LINE
FW	FOOT OF BRK
SW	SIDEWALK
PRTY	PROPERTY
AC	ASPHALT CONCRETE PAVING



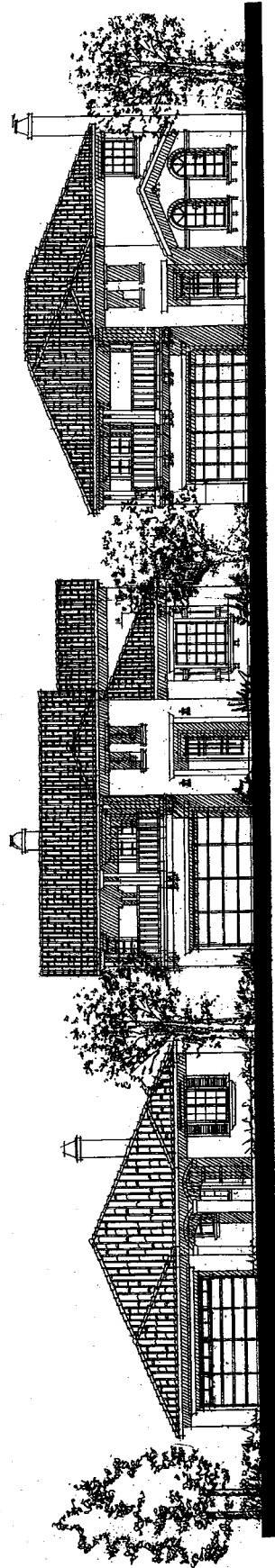
ATTACHMENT 5
PAGE 66 OF 125

FIFTH STREET LAND LLC

CONZAGLIO ETC.

TENTATIVE MAP

381



PLAN 1

PLAN 2

PLAN 3

SHEET INDEX

- SHEET 1 - PLAN 1 - FLOOR PLANS
- SHEET 2 - PLAN 1 - FRONT ELEVATIONS
- SHEET 3 - PLAN 1 - SIDE & REAR ELEVATIONS
- SHEET 4 - PLAN 2 - FLOOR PLANS
- SHEET 5 - PLAN 2 - FRONT ELEVATIONS
- SHEET 6 - PLAN 2 - SIDE & REAR ELEVATIONS
- SHEET 7 - PLAN 3 - FLOOR PLANS
- SHEET 8 - PLAN 3 - FRONT ELEVATIONS
- SHEET 9 - PLAN 3 - SIDE & REAR ELEVATIONS



COMMUNITY DYNAMICS

BROOKFIELD
HOMES

12/29/2003



KTGY GROUP
INC.
ARCHITECTURAL & PLANNING
10000 S. GAVIN AVENUE
SUITE 100
DALLAS, TEXAS 75243
(214) 343-8888
FAX (214) 343-8889
WWW.KTGY.COM

KTGY NO. 2003634

DUNKIRK STREET

Oxnard, California



KTGY NO. 2003634

SHEET 1

100

COMMITTEE ON THE STATUS OF WOMEN
OF THE UNITED STATES DEPARTMENT OF STATE
BROOKFIELD

2/20/2023

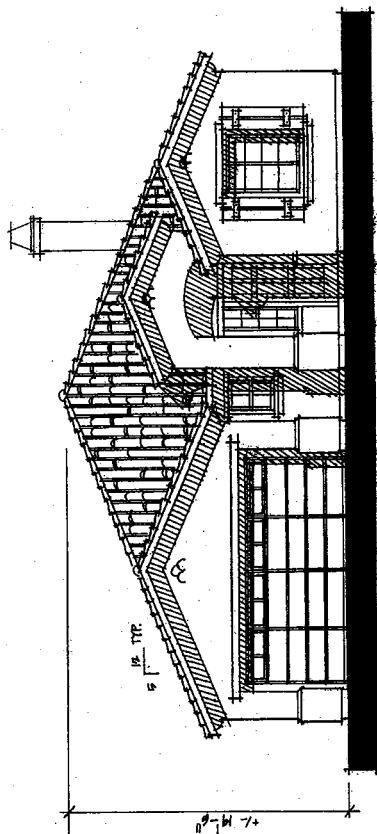
ATTACHMENT 42

PAGE 48 OF 123

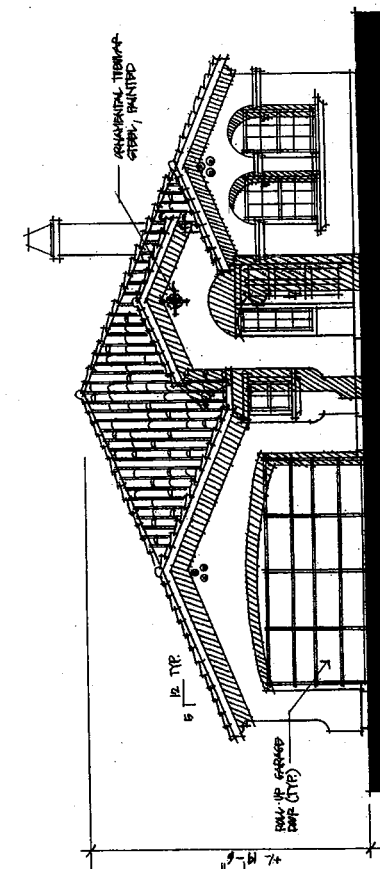
2000年1月1日

ELEVATION LEGEND

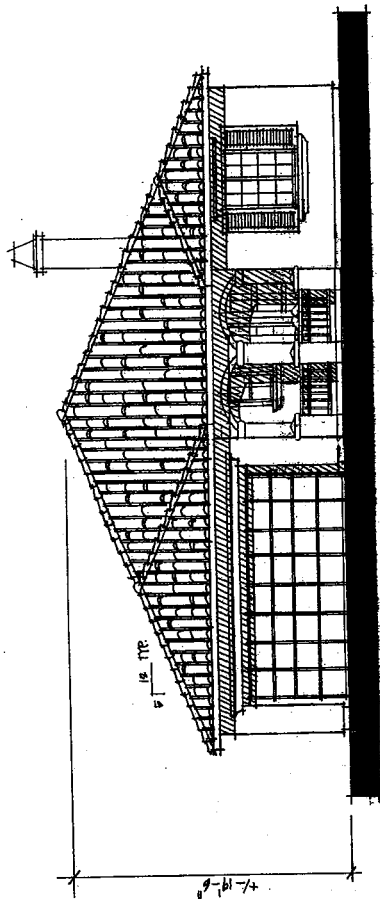
- Roof Material: Concrete "S" Tile
- Wood Fascia
- Stucco Exterior
- Stucco Over Trim at Doors & Windows
- Built up Stucco Walnut Base
- Nesso Shutters
- Nesso Recess
- Roll Up Garage Doors
- Wood Posts and Wood Rail
- Painted Tubular Steel Rail
- Nesso Corbels
- Nesso Decorative Cable End Vents



ELEVATION A



ELEVATION B



ELEVATION C

PLAN ONE DUNKIRK STREET Oxnard, California



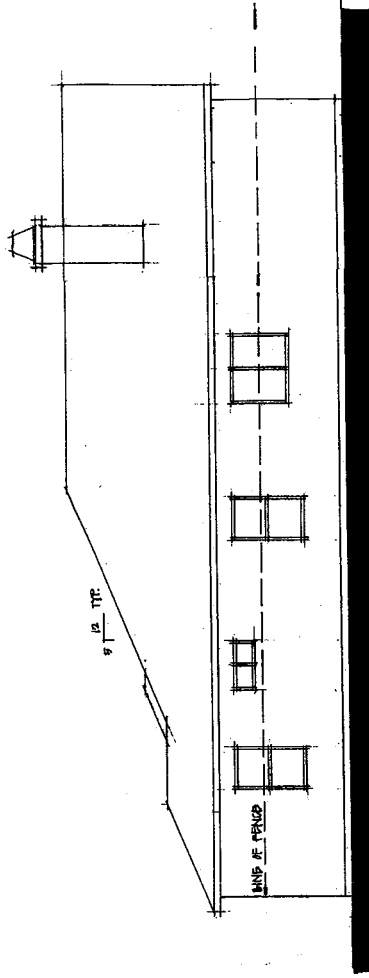
12/29/2003



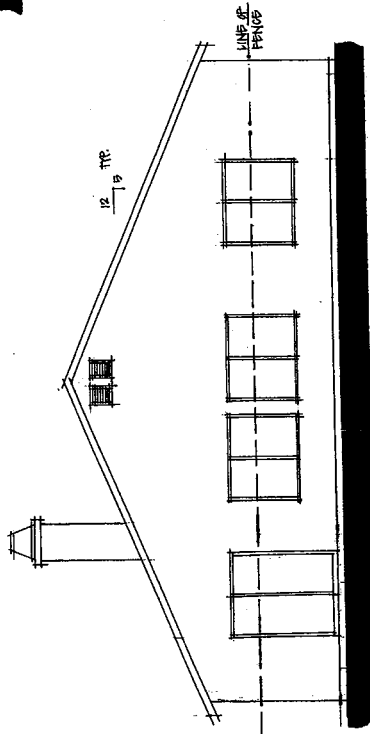
KTGY GROUP, INC.
ARCHITECTURE PLANNING
INTERIOR DESIGN
LANDSCAPE ARCHITECTURE
ALL SERVICES AVAILABLE

KTGY NO. 2003634

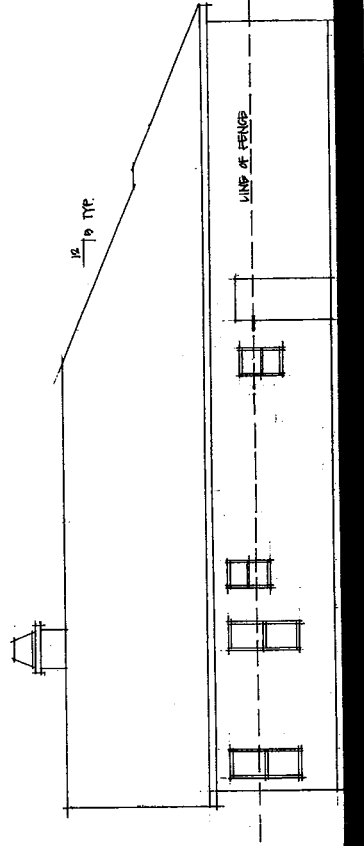
SHEET 2



RIGHT SIDE ELEVATION A



REAR ELEVATION A



LEFT SIDE ELEVATION A

PLAN ONE

DUNKIRK STREET

Oxnard, California



COMMUNITY DYNAMICS



BROOKFIELD HOMES

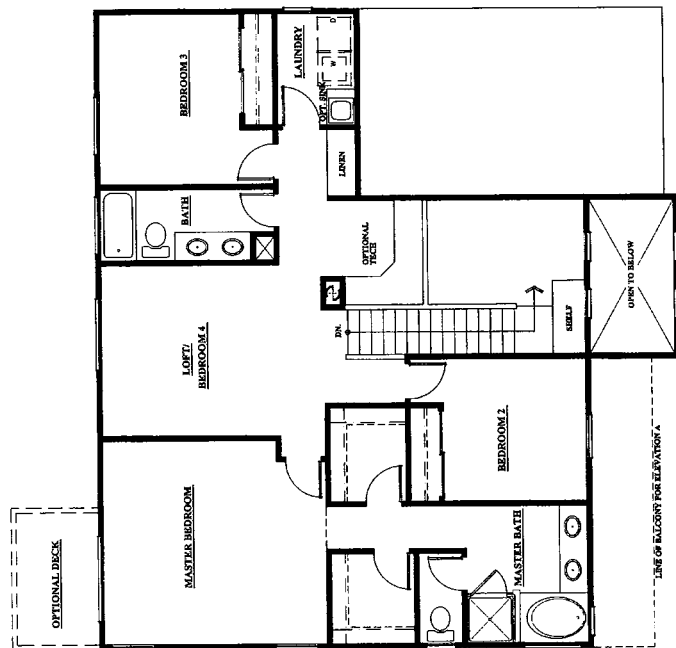
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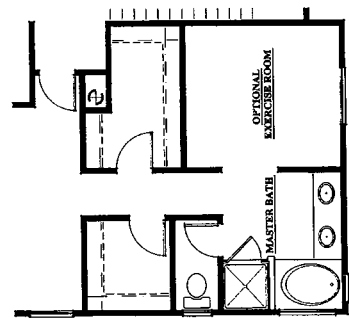
KTG GROUP, INC.
ARCHITECTURAL
SERVICES
1000 CALIFORNIA STREET
OAKLAND, CALIFORNIA 94612
TEL: (415) 778-1000
FAX: (415) 778-1001
WWW.KTG-USA.COM

KTGY NO. 2003634

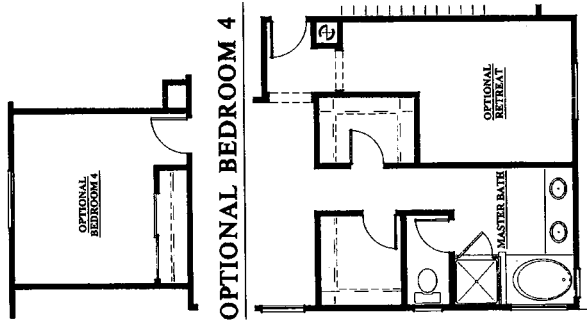
SHEET 3



SECOND FLOOR PLAN 1198 SQ.FT.



OPT. EXERCISE ROOM



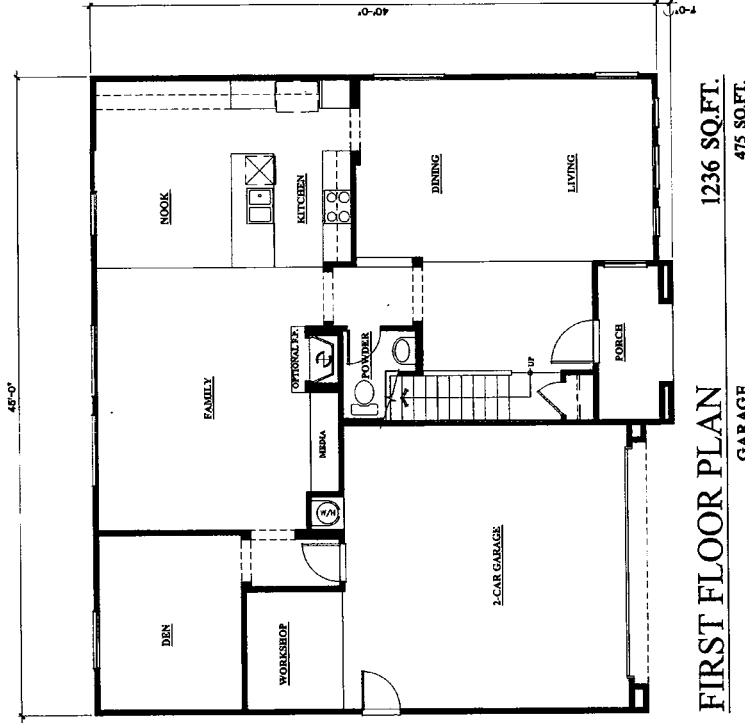
OPTIONAL RETREAT



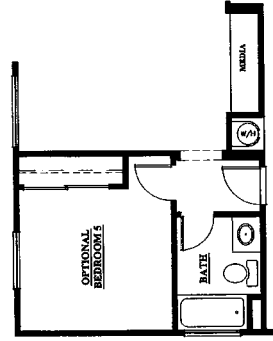
PLAN TWO
2434 SQ.FT.

DUNKIRK STREET

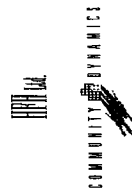
Oxnard, California



FIRST FLOOR PLAN
GARAGE
1236 SQ.FT.
475 SQ.FT.



OPT. BEDROOM 5
60 SQ.FT.

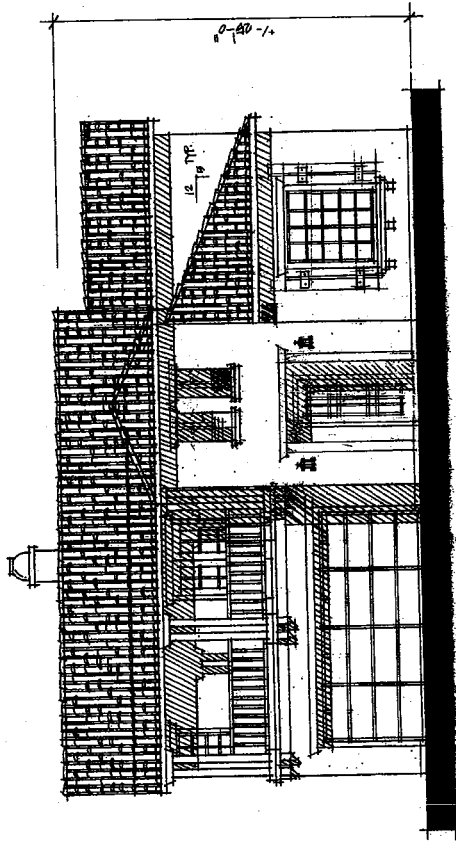


KTGY NO. 2003634

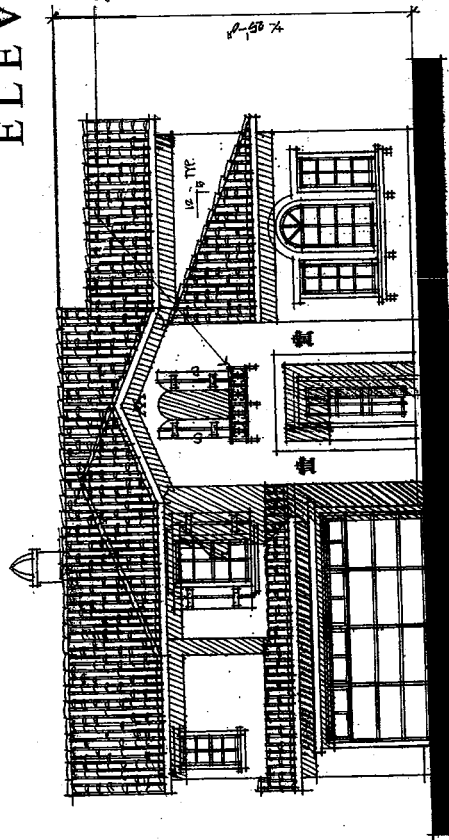
SHEET 4

ELEVATION LEGEND

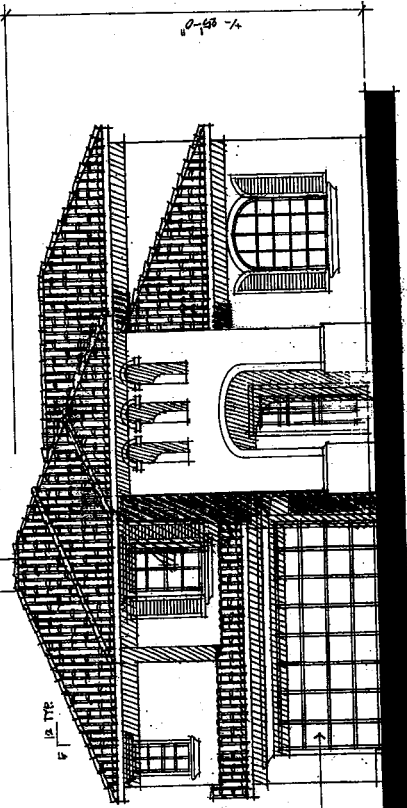
- Roof Material: Concrete "S" Tile
- Wood Facia
- Stucco Balcony
- Stucco Over Trim at Doors & Windows
- Built up Stucco Wainscot Base
- Necco Slaters
- Necco Slaters
- Roll Up Garage Doors
- Wood Posts and Wood Rail
- Painted Tubular Steel Rail
- Necco Corbels
- Necco Decorative Cable End Vents



ELEVATION A



ELEVATION B



ELEVATION C

PLAN TWO DUNKIRK STREET Oxnard, California



KTGY NO. 2003634

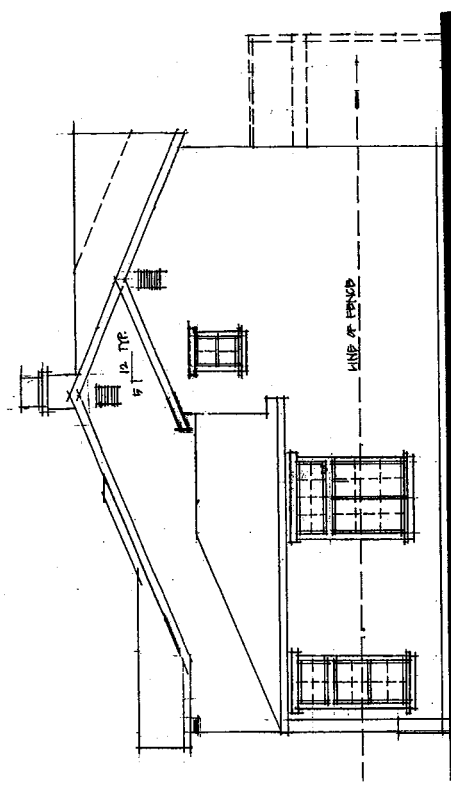
SHEET 5



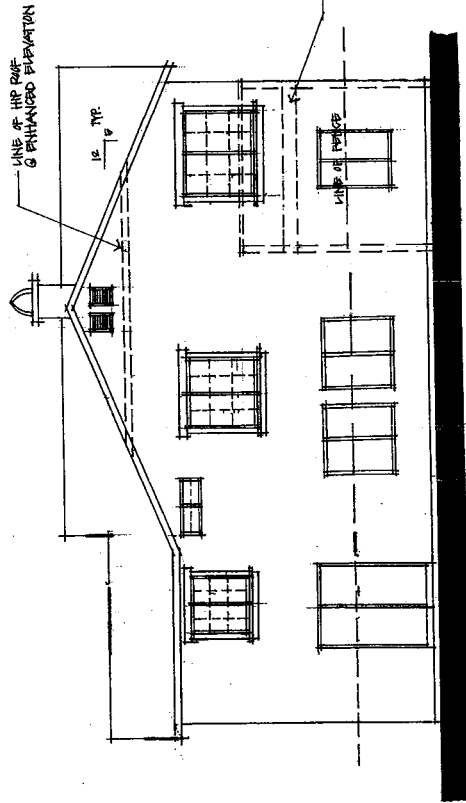
12/29/2003

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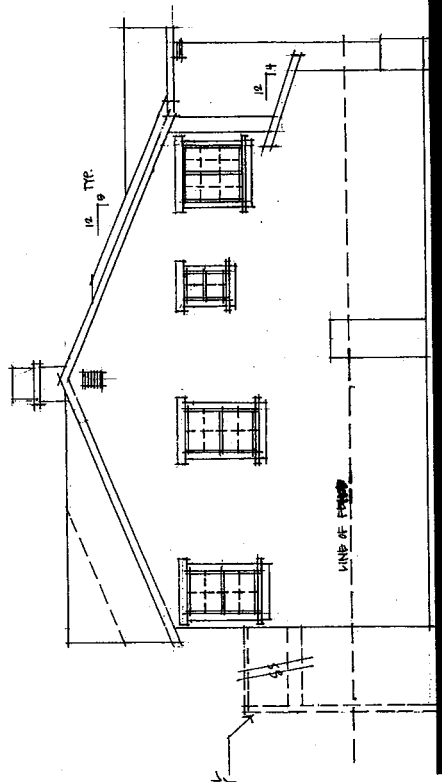
□



RIGHT SIDE ELEVATION B



REAR ELEVATION B



LEFT SIDE ELEVATION B

PLAN TWO

DUNKIRK STREET

Oxnard, California



COMMUNITY DYNAMICS

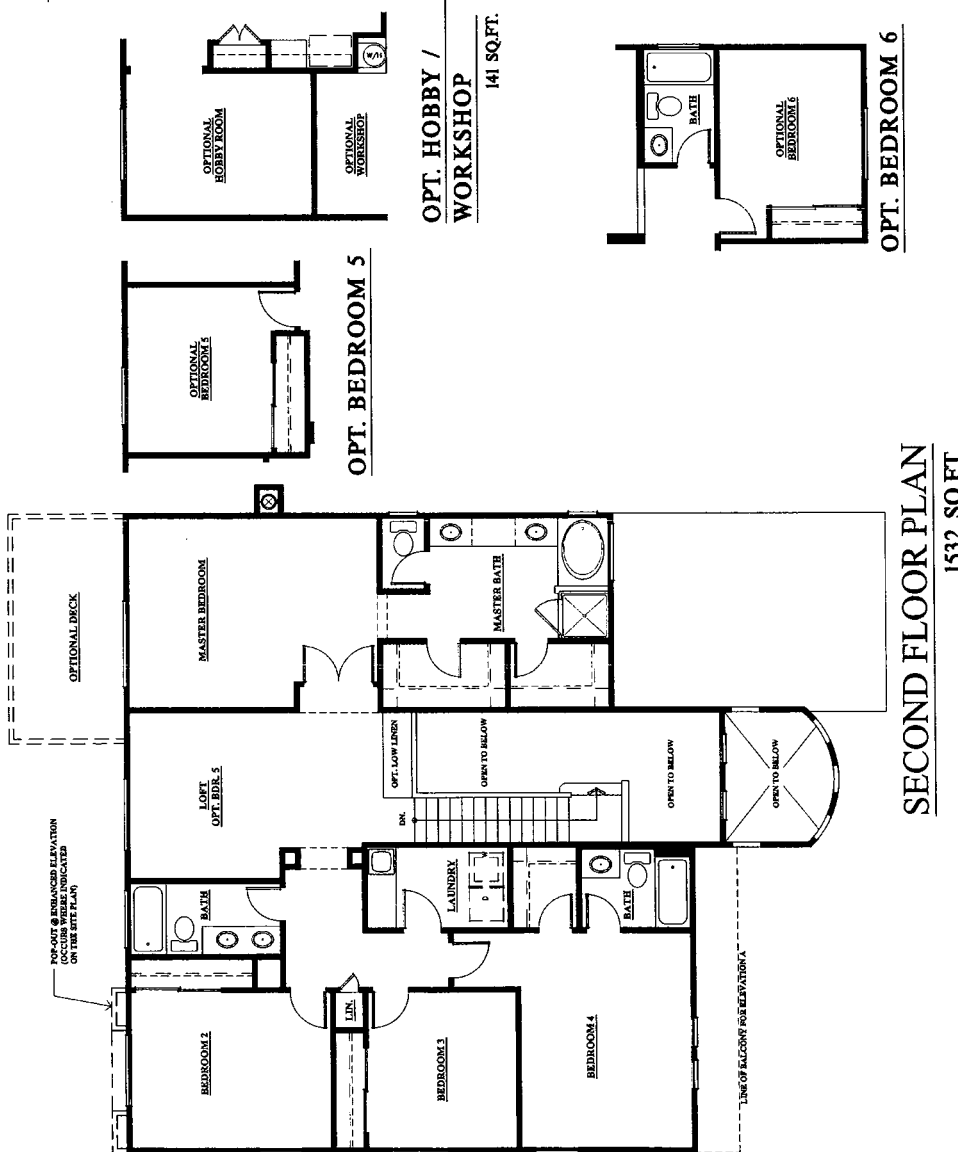
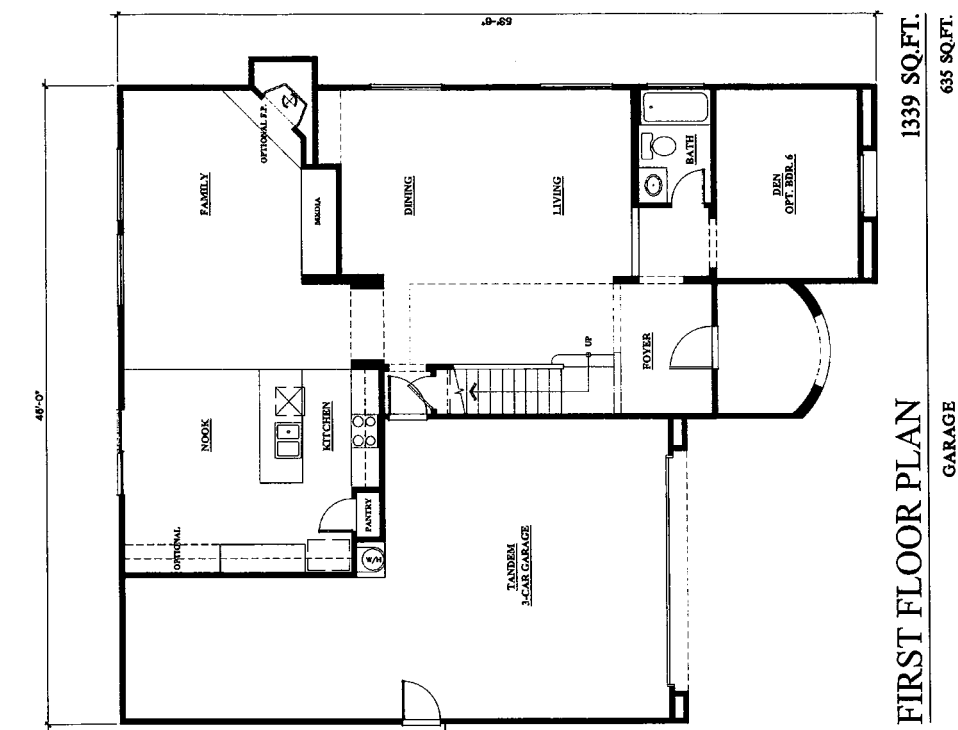


12/29/2003



KTCY NO. 2003634

SHEET 6



PLAN THREE
2871 SQ.FT.
DUNKIRK STREET
Oxnard, California



KTGY NO. 2003634

SHEET 7



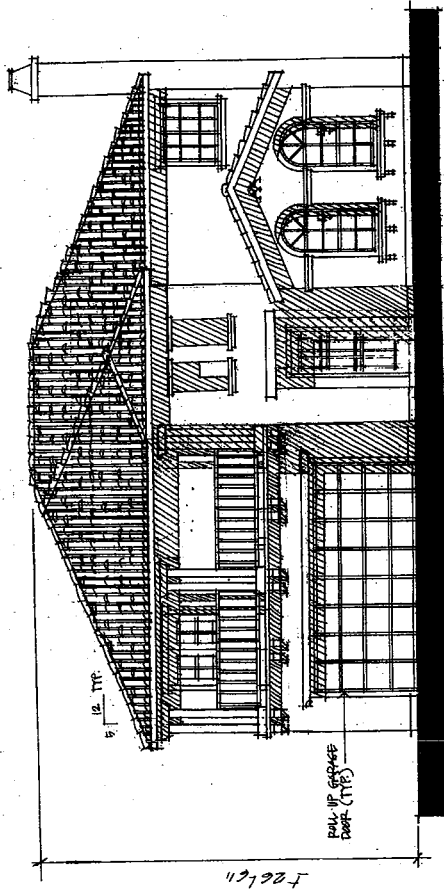
ATTACHMENT 5



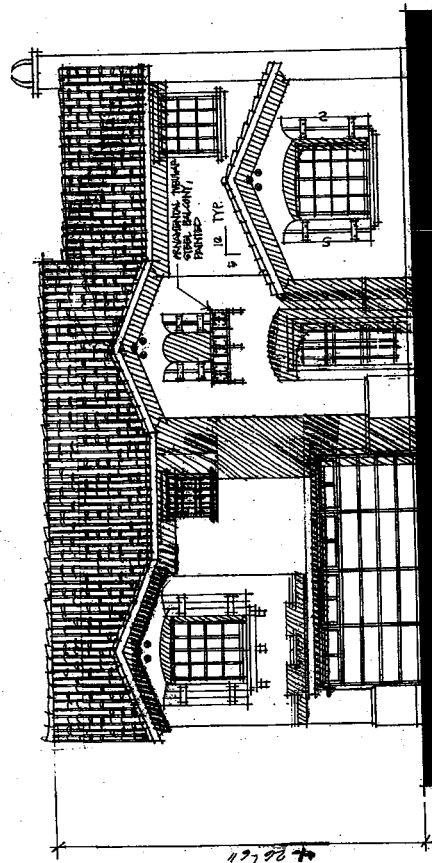
12/29/2003

ELEVATION LEGEND

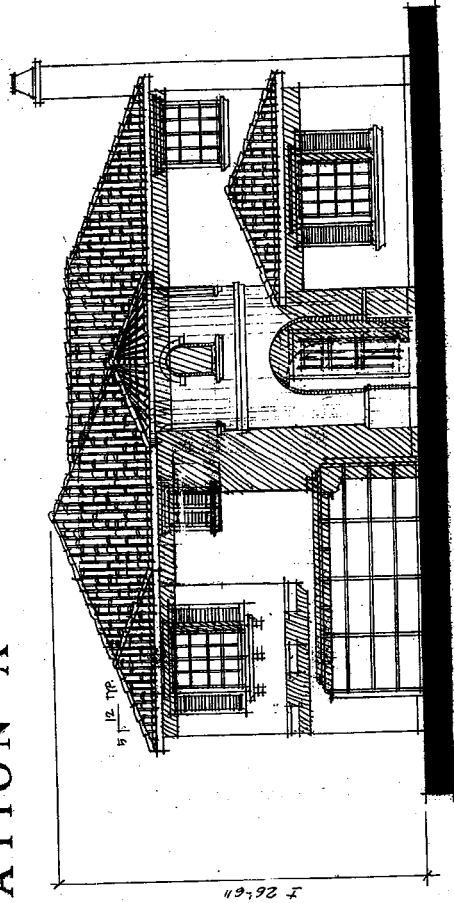
- Roof Material: Concrete "S" Tile
- Wood Facia
- Stucco Exterior
- Stucco Over Trim at Doors & Windows
- Built up Stucco Window Base
- Nesco Shutters
- Painted Tubular Steel Rail
- Ball Up Garage Doors
- Wood Posts and Wood Rail
- Painted Tubular Steel Rail
- Nesco Corbels
- Nesco Decorative Cable End Vents



ELEVATION A



ELEVATION B



ELEVATION C

PLAN THREE DUNKIRK STREET Oxnard, California

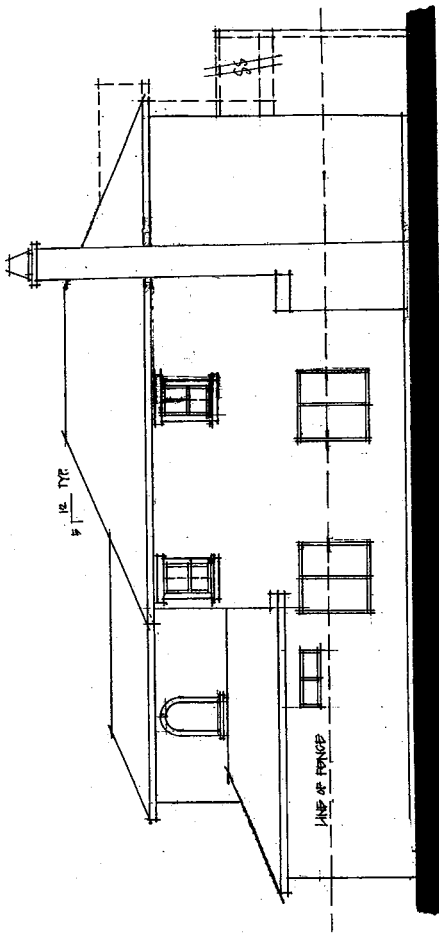


KTGY NO. 2003634

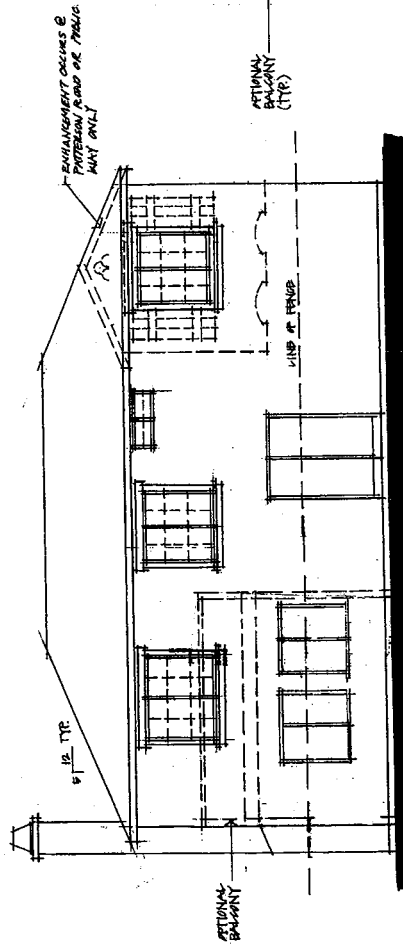
SHEET 8



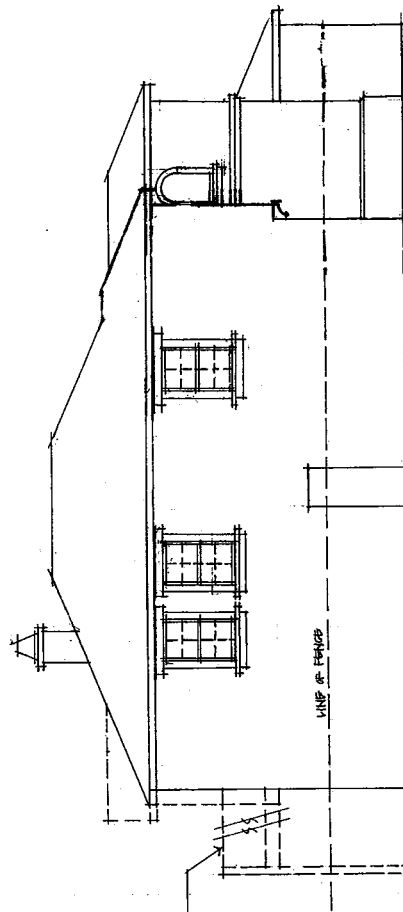
12/29/2003



RIGHT SIDE ELEVATION C



REAR ELEVATION C



LEFT SIDE ELEVATION C

PLAN THREE

DUNKIRK STREET

Oxnard, California



COMMUNITY DYNAMICS

BROOKFIELD
HOMES

12/29/2003



KTG GROUP, INC.
ARCHITECTURE PLANNING
INTERIOR DESIGN
1000 CALIFORNIA STREET
SUITE 200
OAKLAND, CALIFORNIA 94612
TEL: 415.778.8888 FAX: 415.778.8888

KTGY NO. 2003634

SHEET 9

URBEMIS 2002 For Windows 7.4.2

File Name: <Not Saved>
Project Name: dunkirk
Project Location: Ventura County
On-Road Motor Vehicle Emissions Based on EMFAC2002 version 2.2

SUMMARY REPORT
(Pounds/Day - Summer)

AREA SOURCE EMISSION ESTIMATES

	ROG	NOx	CO	SO2	PM10
TOTALS (lbs/day, unmitigated)	2.10	0.52	0.72	0.02	0.00

OPERATIONAL (VEHICLE) EMISSION ESTIMATES

	ROG	NOx	CO	SO2	PM10
TOTALS (lbs/day, unmitigated)	5.94	9.73	77.09	0.07	7.03

SUM OF AREA AND OPERATIONAL EMISSION ESTIMATES

	ROG	NOx	CO	SO2	PM10
TOTALS (lbs/day, unmitigated)	8.04	10.25	77.81	0.09	7.03

URBEMIS 2002 For Windows 7.4.2

File Name: <Not Saved>
Project Name: dunkirk
Project Location: Ventura County
On-Road Motor Vehicle Emissions Based on EMFAC2002 version 2.2

SUMMARY REPORT
(Pounds/Day - Winter)

AREA SOURCE EMISSION ESTIMATES

	ROG	NOx	CO	SO2	PM10
TOTALS (lbs/day,unmitigated)	2.05	0.51	0.22	0.00	0.00

OPERATIONAL (VEHICLE) EMISSION ESTIMATES

	ROG	NOx	CO	SO2	PM10
TOTALS (lbs/day,unmitigated)	6.98	12.60	88.19	0.07	7.03

SUM OF AREA AND OPERATIONAL EMISSION ESTIMATES

	ROG	NOx	CO	SO2	PM10
TOTALS (lbs/day,unmitigated)	9.03	13.12	88.41	0.07	7.03

URBEMIS 2002 For Windows 7.4.2

File Name: <Not Saved>
 Project Name: dunkirk
 Project Location: Ventura County
 On-Road Motor Vehicle Emissions Based on EMFAC2002 version 2.2

DETAIL REPORT
 (Pounds/Day - Summer)

AREA SOURCE EMISSION ESTIMATES (Summer Pounds per Day, Unmitigated)

Source	ROG	NOx	CO	SO2	PM10
Natural Gas	0.04	0.51	0.22	-	0.00
Wood Stoves - No summer emissions					
Fireplaces - No summer emissions					
Landscaping	0.06	0.01	0.50	0.02	0.00
Consumer Prdcts	2.01	-	-	-	-
TOTALS (lbs/day, unmitigated)	2.10	0.52	0.72	0.02	0.00

UNMITIGATED OPERATIONAL EMISSIONS

	ROG	NOx	CO	SO2	PM10
Single family housing	5.94	9.73	77.09	0.07	7.03
TOTAL EMISSIONS (lbs/day)	5.94	9.73	77.09	0.07	7.03

Does not include correction for passby trips.

Does not include double counting adjustment for internal trips.

OPERATIONAL (Vehicle) EMISSION ESTIMATES

Analysis Year: 2004 Temperature (F): 75 Season: Summer

EMFAC Version: EMFAC2002 (9/2002)

Summary of Land Uses:

Unit Type	Trip Rate	Size	Total Trips
Single family housing	11.13 trips / dwelling units	41.00	456.33

Vehicle Assumptions:

Fleet Mix:

Vehicle Type	Percent Type	Non-Catalyst	Catalyst	Diesel
Light Auto	56.10	2.70	96.80	0.50
Light Truck < 3,750 lbs	15.10	4.60	92.70	2.70
Light Truck 3,751- 5,750	15.60	2.60	96.20	1.20
Med Truck 5,751- 8,500	6.90	2.90	94.20	2.90
Lite-Heavy 8,501-10,000	1.00	0.00	80.00	20.00
Lite-Heavy 10,001-14,000	0.30	0.00	66.70	33.30
Med-Heavy 14,001-33,000	1.00	10.00	20.00	70.00
Heavy-Heavy 33,001-60,000	0.80	0.00	12.50	87.50
Line Haul > 60,000 lbs	0.00	0.00	0.00	100.00
Urban Bus	0.10	0.00	0.00	100.00
Motorcycle	1.60	87.50	12.50	0.00
School Bus	0.20	0.00	0.00	100.00
Motor Home	1.30	15.40	76.90	7.70

Travel Conditions

	Residential			Commercial		
	Home-Work	Home-Shop	Home-Other	Commute	Non-Work	Customer
Urban Trip Length (miles)	12.0	7.8	10.0	10.0	4.7	4.7
Rural Trip Length (miles)	15.0	10.0	10.0	15.0	15.0	15.0
Trip Speeds (mph)	40.0	40.0	40.0	40.0	40.0	40.0
% of Trips - Residential	27.4	17.7	54.9			

Changes made to the default values for Land Use Trip Percentages

Changes made to the default values for Area

Changes made to the default values for Operations

August 23, 2004

From: Loren Bloch
Fifth Street Land, LLC
2800 28th Street, Suite 206
Santa Monica, Ca 90405

To: Marilyn Miller, Planning & Environmental Services Manager
City of Oxnard
305 W. Third Street
Oxnard, Ca 90405

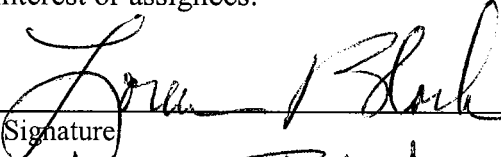
RE: Initial Study and Mitigated Negative Declaration #04-11
Planning and Zoning Permit Nos. PZ 04-500-1 (SUP), 04-300-1
(TSM), 04-620-2 (GPA), 04-570-1 (ZC)

Pursuant to Section 15070 (Negative or Mitigated Negative Declaration Process) of the State Guidelines implementing the California Environmental Quality Act, I/we, acting as agents for the property owner/developer, hereby agree to all of the following:

- 1) The draft initial study identifies potentially significant effects from the project, but the study also identifies mitigation measures that would avoid or mitigate the effects to a level where clearly no significant effects would occur;
- 2) The mitigation measures are hereby incorporated into the project prior to releasing the draft initial study and mitigated negative declaration for public comment;
- 3) I/we agree to the mitigation measures as necessary to avoid or mitigate significant effects that would otherwise arise from the project. I/we accept the mitigation measures included in the draft initial study and have resolved all questions and concerns regarding the mitigation measures;
- 4) If during the public comment period and/or decision-making process, substitute or additional mitigation measures are proposed, the appropriate process must take place for determining whether or not to substitute or apply additional measures;

- 5) This agreement is binding upon the applicant for this project and any successors in interest or assignees.

This acknowledgment is binding upon the applicant and any successors in interest or assignees:

 Signature	<u>8.23.04</u> Date
<u>Loren Block</u> Print Name	<u>Manager</u> Title



PLANNING & ENVIRONMENTAL SERVICES
305 WEST THIRD STREET
OXNARD, CALIFORNIA 93030

**NOTICE OF INTENT
TO ADOPT A MITIGATED NEGATIVE DECLARATION
MND 04-11**

The City of Oxnard Planning and Environmental Services Division has reviewed an application on the following proposed project:

PLANNING & ZONING PERMIT NOS. 04-500-1 (Special Use Permit), 04-300-1 (Tentative Map for Tract No. 5640), 04-570-1 (Zone Change), and 04-620-2 (General Plan Amendment) are the necessary entitlements for development of 41 single family homes (8.36 acres) with the creation of two undeveloped commercial parcels (totaling 7.61 acres) within the Sea View Estates Neighborhood on the south side of W. Fifth Street (east of Victoria Avenue and west of Patterson Road).

The applicant also requests a zone change (PZ 04-570-1) on the subject properties, from Business and Research Park to General Commercial and Single Family Residential. An amendment to the City's General Plan (PZ 04-620-2) is included to bring the land use designations into conformance with the requested zone change. Filed by Fifth Street Land, LLC 2800 28th Street, Suite 206, Santa Monica, California, 90405.

On the basis of an initial study, and in accordance with Section 15070 of the California Code of Regulations, the Planning and Environmental Services Division has determined that there is no substantial evidence that the proposed project may have a significant effect on the environment, and that a mitigated negative declaration be adopted.

The proposed initial study identified as **Mitigated Negative Declaration No. 04-11**, is available for public inspection at the City of Oxnard, Planning and Environmental Services Division, 305 West Third Street, Oxnard, California, from 8:00 a.m. to 6:00 p.m., Monday through Thursday, and 8:00 a.m. to 5 p.m. every other Friday. The document may also be viewed online, from the City webpage. Please visit us at www.ci.oxnard.ca.us. Under "Government", select "City Departments" on the home page. Then select "Planning & Environmental Services" under the Development Services Department listing. Documents for public review are found under "Environmental Documents".

The public review period begins on Friday, August 27, 2004 and ends on Wednesday, September 15, 2004. The Planning Commission will consider this document at a later date, at a properly noticed public hearing. Any person wishing to comment on the intent of the Planning Commission of the City of Oxnard to adopt a mitigated negative declaration for the proposed project described above may file a written comment with the City of Oxnard Planning and Environmental Services program prior to 5:00 p.m. on the last day of the public review period. Persons aggrieved by the decision to adopt a mitigated negative declaration may appeal this decision to the City Council in accordance with the City Council resolution establishing environmental review procedures.

August 20, 2004

Date

Marilyn Miller

Marilyn Miller, AICP

Planning & Environmental Services Manager

- cc: - Applicant
- County Clerk
- MND Distribution List
- Property Owners within 300 feet

POSTED
AUG 30 2004 - OCT 1 2004
PHILIP J. SCHMIT, County Clerk
By *Carla Mendez*, Deputy

FILED
DATE: AUG 30 2004
PHILIP J. SCHMIT, County Clerk
By *Carla Mendez*, Deputy

RESOLUTION NO. 2021-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ADOPTING AN ADDENDUM TO MITIGATED NEGATIVE DECLARATION (MND) 2004-11 TO CHANGE THE GENERAL PLAN LAND USE DESIGNATION OF THE PROPERTY FROM BUSINESS RESEARCH PARK TO RESIDENTIAL MEDIUM, CHANGE THE ZONE FROM BUSINESS RESEARCH PARK TO MULTIPLE-FAMILY, AND ALLOW THE CONSTRUCTION OF 90, TWO-STORY CONDOMINIUM DWELLING UNITS EACH WITH ATTACHED 2-CAR GARAGES, 214 TOTAL VISITOR PARKING SPACES, COMMON SWIMMING POOL AND PLAYGROUND AREA, 3,281 SQUARE-FOOT RECREATION BUILDING, ENTRY GATES AND PERIMETER WALLS, PRIVATE ROADS, DETENTION BASINS, LANDSCAPING AND ASSOCIATED SITE IMPROVEMENTS ON A 7.61-ACRE SITE LOCATED ALONG THE SOUTH SIDE OF FIFTH STREET AT THE INTERSECTION OF PORTOFINO PLACE (APNs: 185-0-221-025, 185-0-221-265, AND 185-0-223-015). FILED BY THE LAW OFFICE OF K.M. NEISWENDER, P.O. BOX 1225, BLUE JAY, CA 92317, THE APPLICANT.

WHEREAS, the Law Offices of K.M. Neiswender filed entitlement applications with the City of Oxnard on November 7, 2019, General Plan Amendment (PZ 20-620-02), Zone Change (PZ 20-570-02), Special Use Permit (PZ 19-500-04), and a Tentative Subdivision Map (PZ 20-300-02); and

WHEREAS, if the aforementioned entitlement applications are collectively approved by the City of Oxnard, the project would be permitted to develop a 7.61 acre project site with 90, two-story condominium dwelling units each with attached 2-car garages, 214 total visitor parking spaces, common swimming pool and playground area, 3,281 square-foot recreation building, entry gates and perimeter walls, private roads, detention basins, landscaping and associated site improvements at the subject project site (APNs: 185-0-221-025, 185-0-221-265, AND 185-0-223-015) ("Project"); and

WHEREAS, the project was initially reviewed by the City Council as a Pre-Application (PZ 18-600-02) on March 19, 2019, where the City Council discussed the ability for the project to incorporate inclusionary housing on the project site instead of requesting to pay the affordable housing in-lieu fee payment; and

WHEREAS, the project applicant mailed notices to all property owners within the Sea View Estates neighborhood and presented the project at the April 20, 2020 Community Workshop; and

Whereas, on November 9, 2004, pursuant to the California Environmental Quality Act (Pub. Res. Code § 21000 et seq.: "CEQA") and the State Guidelines for Implementation of CEQA (14 Cal. Code Regs. § 15000 et seq.: "State CEQA Guidelines"), the City Council adopted a Mitigated Negative Declaration for The Dunkirk Drive Project (MND 2004-11); and

Whereas, the MND adequately addressed and mitigated the potential environmental impacts associated with the Dunkirk Drive project, which included a General Plan Amendment, Zone Change, Tentative Subdivision Map and Planned Residential Group/Special Use Permit for commercial development on a 7.6-acre portion of the project

site as well as residential development on an adjacent 10-acre property to the south of the site; and

Whereas, the MND was not legally challenged and thus is presumed valid in accordance with Public Resources Code section 21167.2 and section 15367 of the State CEQA Guidelines (Cal. Code Regs., Title. 14, § 15000 et seq.); and

Whereas, the City is the lead agency for purposes of the project pursuant to Public Resources Code section 21067; and

Whereas, pursuant to CEQA, when taking subsequent discretionary actions in furtherance of a project for which an MND has been approved, the Lead Agency is required to prepare an Addendum to a previously approved MND if some changes or additions to the MND are necessary but none of the conditions described in State CEQA Guidelines Section 15162 calling for preparation of a subsequent MND have occurred; and

Whereas, the Planning Division evaluated the project by preparing an Addendum, and based on that Addendum, and all other information in the administrative record, has determined that none of the circumstances identified in State CEQA Guidelines Section 15162 have arisen as a result of the project, and that an Addendum to the Final MND 2004-11 for the Dunkirk Drive project is appropriate to analyze the reasonably foreseeable environmental impacts of the modified project; and

Whereas, Addendum No. 1 to Final MND 2004-11 is attached to the staff report in is incorporated by reference; and

Whereas, Addendum No. 1 to Final MND 2004-11 has been provided to and has been reviewed by the City Council in connection with the previously approved MND 2004-11, which is available for inspection at City Hall and is posted on the City's website, and are incorporated herein by reference; and

Whereas, pursuant to State CEQA Guidelines section 15164, subdivision (c), the Addendum is not required to be circulated for public review, but can be attached to the adopted MND 2004-11; and

Whereas, in accordance with CEQA, the City Council considered the proposed Addendum to the previously adopted Final MND 2004-11, finds on the basis of the whole record before it (including the initial study and adopted mitigated negative declaration) that with Mitigation Monitoring/Reporting Program and imposition of mitigation measures as conditions of approval, there is no substantial evidence that the project will have a significant effect on the environment, further finds that the Addendum to the previously adopted MND 2004-11 reflects the independent judgment of the City, and adopts the Addendum to the previously adopted MND 2004-11; and

Whereas, the Development Advisory Committee (DAC) reviewed the plans on December 18, 2019, February 24, 2021 and May 12, 2021 and provided conditions of approval for the project; and

WHEREAS, on November 18, 2021, the Planning Commission of the City of Oxnard conducted a duly noticed public hearing and recommended that the City Council adopt the Addendum to the MND 2004-11; and

WHEREAS, on January 18, 2022, the City Council of the City of Oxnard conducted a duly noticed public hearing to consider adopting the Addendum to the MND 2004-11; and

WHEREAS, the City Council finds after due study and deliberation that the public interest and general welfare require the adoption of the Addendum to the MND 2004-11; and

WHEREAS, the Applicant agrees as a condition of this Resolution that at its own expense, to indemnify and defend the City of Oxnard and its agents, officers and employees from and against any claims, actions or proceedings to attack, set aside, void or annul the approval of this Resolution or any actions or proceedings, acts or determinations taken, done or made before the approval of this Resolution that were part of the approval process.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OXNARD:

SECTION 1. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. In adopting Addendum to MND 2004-11, the City Council finds and determines the project is in compliance with the California Environmental Quality Act because an Addendum to the Mitigated Negative Declaration (MND 2004-11) that was prepared for the 2004 Dunkirk Drive Project was considered by the City Council at the public hearing for the Portofino Place project. The Addendum to the Final MND was prepared pursuant to the requirements of the California Environmental Quality Act (CEQA, Public resources Code §§ 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines. The City of Oxnard is the Lead Agency. The Addendum is appropriate pursuant to CEQA Guidelines § 15164 since only minor changes and additions to the MND are necessary to address the Project changes and no circumstances exist calling for the preparation of a subsequent negative declaration pursuant to CEQA Guidelines § 15162 and 15163. With implementation of the MND 2004-11 mitigation measures, there is no substantial evidence that the proposed project will have a significant effect upon the environment.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of adopts an Addendum to MND 2004-11, attached to the staff report and incorporated by reference.

PASSED AND ADOPTED this 18th day of January, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

John Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

RESOLUTION NO. 2021-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING GENERAL PLAN AMENDMENT PZ 20-620-02 CHANGING THE LAND USE DESIGNATION OF THE SUBJECT PROJECT SITE (APNs: 185-0-221-025, 185-0-221-265, AND 185-0-223-015) FROM BUSINESS RESEARCH PARK TO RESIDENTIAL MEDIUM IN THE 2030 GENERAL PLAN LAND USE DESIGNATION MAP. FILED BY THE LAW OFFICE OF K.M. NEISWENDER, P.O. BOX 1225, BLUE JAY, CA 92317, THE APPLICANT.

WHEREAS, the Law Offices of K.M. Neiswender filed entitlement applications with the City of Oxnard on November 7, 2019, General Plan Amendment (PZ 20-620-02), Zone Change (PZ 20-570-02), Special Use Permit (PZ 19-500-04), and a Tentative Subdivision Map (PZ 20-300-02); and

WHEREAS, if the aforementioned entitlement applications are collectively approved by the City of Oxnard, the project would be permitted to develop a 7.61 acre project site with 90, two-story condominium dwelling units each with attached 2-car garages, 214 total visitor parking spaces, common swimming pool and playground area, 3,281 square-foot recreation building, entry gates and perimeter walls, private roads, detention basins, landscaping and associated site improvements at the subject project site (APNs: 185-0-221-025, 185-0-221-265, AND 185-0-223-015) (“Project”); and

WHEREAS, the proposed General Plan Amendment would change the land use designation of the subject project site from Business Research Park to Residential Medium; and

WHEREAS, the Project was initially reviewed by the City Council as a Pre-Application (PZ 18-600-02) on March 19, 2019, where the City Council discussed the ability for the project to incorporate inclusionary housing on the project site instead of requesting to pay the affordable housing in-lieu fee payment; and

WHEREAS, the Project applicant mailed notices to all property owners within the Seaview Estates neighborhood and presented the project at the April 20, 2020 Community Workshop; and

WHEREAS, in accordance with the California Environmental Quality Act, the Planning Commission considered the proposed Addendum to a previously adopted Mitigated Negative Declaration (MND 2004-11) before making its recommendation, finds on the basis of the whole record before it (including the initial study and adopted MND 2004-11) that with the previously adopted Mitigation Monitoring/Reporting Program is included in MND 2004-11 document and incorporated by reference in this and related resolutions and permits and imposition of mitigation measures as conditions of approval, there is no substantial evidence that the project will have a significant effect on the environment, further finds that the Addendum to the previously adopted MND 2004-11 reflects the independent judgment of the City, and recommends that the City Council adopt the Addendum to the previously adopted MND 2004-11; and

WHEREAS, on November 18, 2021, the Planning Commission conducted a duly noticed public hearing and approved a Special Use Permit (PZ 19-500-04) to develop a 7.61 acre project site with 90, two-story condominium dwelling units each with attached

2-car garages, 214 total visitor parking spaces, common swimming pool and playground area, 3,281 square-foot recreation building, entry gates and perimeter walls, private roads, detention basins, landscaping and associated site improvements subject to approval of the related actions as specified within the Special Use Permits conditions of approval, respectively; and

WHEREAS, on November 18, 2021, the Planning Commission of the City of Oxnard conducted a duly noticed public hearing and recommended to the City Council of the City of Oxnard approval of Planning and Zoning Permit No. 20-620-02 (General Plan Amendment) to change the land use designation of the subject project site from Business Research Park to Residential Medium; a Zone Change for the project site from Business Research Park to Multiple-Family (R-2) (PZ 20-570-02); and a Tentative Subdivision Map (Tract No. 6064) for condominium purposes and to combine three existing lots into two lots (PZ 20-300-02)

WHEREAS, the Project has been reviewed by the Development Advisory Committee (DAC) and the DAC has prepared conditions of approval that are incorporated within the recommended entitlements; and

WHEREAS, on January 18, 2022, the City Council of the City of conducted a duly noticed public hearing to consider Planning and Zoning Permit No. 20-620-02 (General Plan Amendment) in accordance with the City's 2030 General Plan and Oxnard City Code; and

WHEREAS, the City Council is concurrently considering approving a Zone Change for the project site from Business Research Park to Multiple-Family (R-2) (PZ 20-570-02), and a Tentative Subdivision Map (Tract No. 6064) for condominium purposes and to combine three existing lots into two lots (PZ 20-300-02)

WHEREAS, the City Council finds after due study and deliberation that the public interest and general welfare require the approval of a General Plan Amendment changing the 2030 General Plan land use map designation of the project site from Business Research Park to Residential Medium; and

WHEREAS, the pursuit of the General Plan Amendment is a reasonable exercise of the City's police powers to ensure the continued health, safety, and welfare of the public by providing housing opportunities for the residents of the City of Oxnard; and

WHEREAS, the proposed General Plan Amendment is consistent with the policies and directives in the 2030 General Plan and Zoning Ordinance to allow development to those areas that can be served by existing or planned utilities, transportation, and service systems. The proposed General Plan Amendment does not represent a significant change in the 2030 General Plan and Zoning Ordinance nor does it result in significant new environmental impacts that have not been previously evaluated; and

WHEREAS, the Applicant agrees as a condition of this Resolution that at its own expense, to indemnify and defend the City of Oxnard and its agents, officers and employees from and against any claims, actions or proceedings to attack, set aside, void or annul the approval of this resolution or any actions or proceedings, acts or determinations

taken, done or made before the approval of this resolution that were part of the approval process.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OXNARD:

SECTION 1. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. The City Council finds that the General Plan Amendment is internally consistent with all other provisions of the City of Oxnard 2030 General Plan

SECTION 3. The City Council finds that the General Plan Amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

SECTION 4. The City Council finds that the project site associated with the General Plan Amendment is physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle access, and public services and utilities and is served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the proposed use would likely generate, to ensure that the proposed use(s) and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The City Council determines that the proposed change in land use designation from Business Research Park to Residential Medium is the best use for the subject project site.

SECTION 6. The City Council determines that the General Plan Amendment is in the best interests and welfare of the City and its residents.

SECTION 7. In adopting this Resolution for the General Plan Amendment, the City Council finds and determines the project is in compliance with the California Environmental Quality Act because an Addendum to the Mitigated Negative Declaration (Final MND 2004-11) that was prepared for the 2004 Dunkirk Drive Project was considered by the City Council at the public hearing for the Portofino Place project. The Addendum to the Final MND was prepared pursuant to the requirements of the California Environmental Quality Act (CEQA, Public resources Code §§ 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines. The City of Oxnard is the Lead Agency. The Addendum is appropriate pursuant to CEQA Guidelines § 15164 since only minor changes and additions to the MND are necessary to address the Project changes and no circumstances exist calling for the preparation of a subsequent negative declaration pursuant to CEQA Guidelines § 15162 and 15163. With implementation of the MND 2004-11 mitigation measures, there is no substantial evidence that the proposed project will have a significant effect upon the environment.

SECTION 8. Except as expressly amended herein, the 2030 General Plan Land Use Map shall remain in full force and effect and shall apply to the property affected by this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Oxnard hereby approves a General Plan Amendment (PZ 20-620-02), which amends the City's 2030 General Plan Land Use Map, in accordance with Exhibit "A" attached hereto and made a part of this Resolution.

PASSED AND ADOPTED this 18th day of January, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

John Zaragoza, Mayor

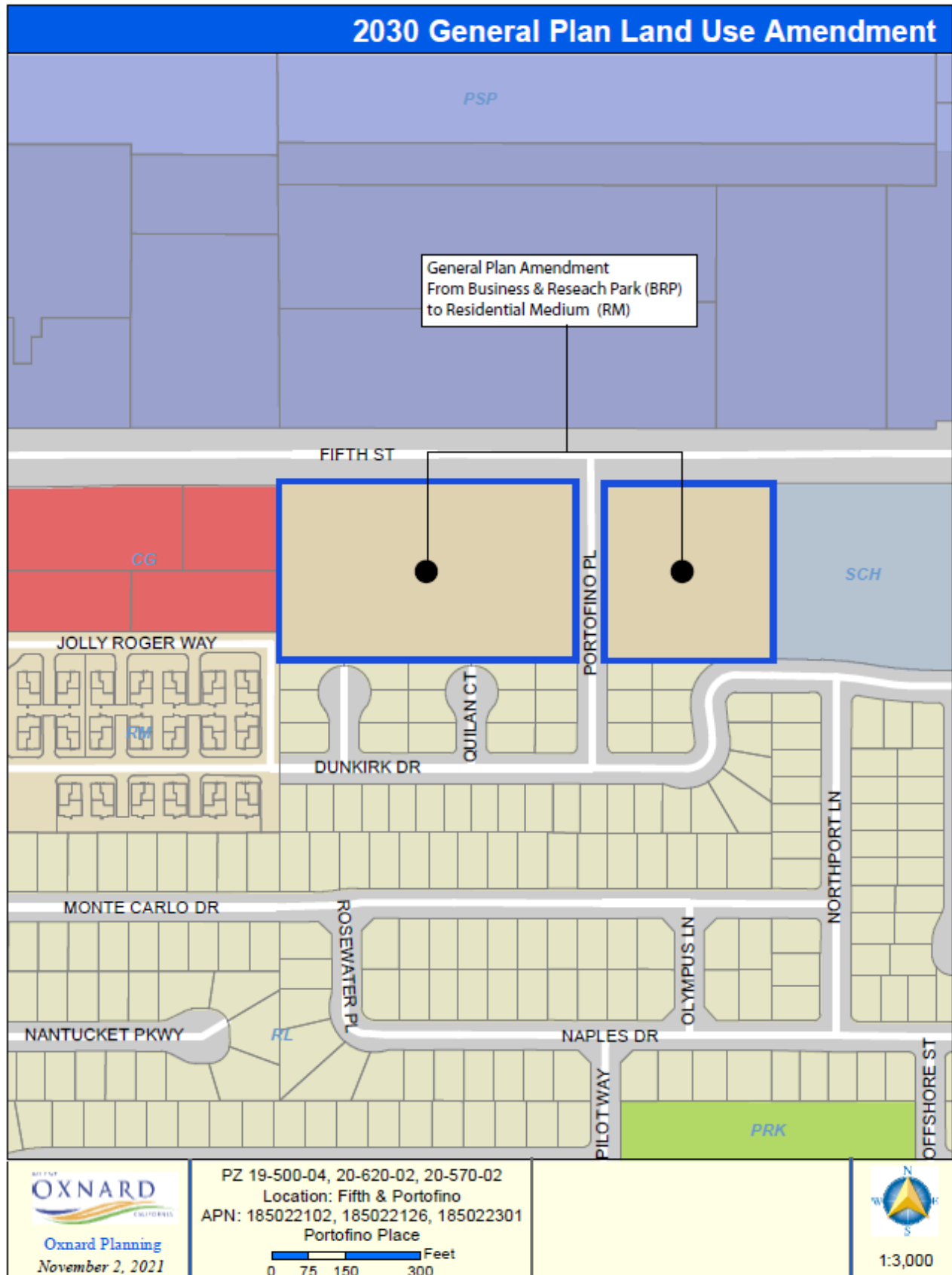
ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

EXHIBIT A



CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. XXXX

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING A ZONE CHANGE ORDINANCE PZ 20-570-02 FOR THE SUBJECT PROJECT SITE (APNs: 185-0-221-025, 185-0-221-265, AND 185-0-223-015) FROM BUSINESS RESEARCH PARK (BRP) TO RESIDENTIAL MULTIPLE-FAMILY (R-2). FILED BY THE LAW OFFICE OF K.M. NEISWENDER, P.O. BOX 1225, BLUE JAY, CA 92317, THE APPLICANT.

WHEREAS, the Law Offices of K.M. Neiswender filed entitlement applications with the City of Oxnard on November 7, 2019, General Plan Amendment (PZ 20-620-02), Zone Change (PZ 20-570-02), Special Use Permit (PZ 19-500-04), and a Tentative Subdivision Map (PZ 20-300-02); and

WHEREAS, if the aforementioned entitlement applications are collectively approved by the City of Oxnard, the project would be permitted to develop a 7.61 acre project site with 90, two-story condominium dwelling units each with attached 2-car garages, 214 total visitor parking spaces, common swimming pool and playground area, 3,281 square-foot recreation building, entry gates and perimeter walls, private roads, detention basins, landscaping and associated site improvements at the subject project site (APNs: 185-0-221-025, 185-0-221-265, AND 185-0-223-015) (“Project”); and

WHEREAS, the proposed applicant requests that the City’s Zoning Ordinance Map change the zoning of the subject project site from Business Research Park (BRP) to Residential Multiple-Family (R-2); and

WHEREAS, the Project was initially reviewed by the City Council as a Pre-Application (PZ 18-600-02) on March 19, 2019, where the City Council discussed the ability for the project to incorporate inclusionary housing on the project site instead of requesting to pay the affordable housing in-lieu fee payment; and

WHEREAS, the Project applicant mailed notices to all property owners within the Seaview Estates neighborhood and presented the project at the April 20, 2020 Community Workshop; and

WHEREAS, the Project has been reviewed by the Development Advisory Committee (DAC) and the DAC has prepared conditions of approval that are incorporated within the recommended entitlements; and

WHEREAS, on November 18, 2021, the Planning Commission of the City of Oxnard held a public hearing, reviewed the request, and recommended that the City Council approve the requested Zone Change; and

WHEREAS, the City Council has carefully reviewed Planning Commission Resolution No. 2021-42 recommending approval of a Zone Change for the subject project site; and

WHEREAS, the City Council is concurrently considering a General Plan Amendment requests that the General Plan Land Use Map change the land use designation of the subject project site from Business Research Park to Residential Medium (PZ 20-620-02), and a Tentative Subdivision Map (Tract No. 6064) for condominium purposes and to combine three existing lots into two lots (PZ 20-300-02)

WHEREAS, on January 18, 2022, the City Council has held a public hearing and received and reviewed written and oral comments related to the proposed PZ No. 20-570-02; and

WHEREAS, the City Council finds after due study and deliberation that the public interest and general welfare require the adoption of PZ No. 20-570-02 and the Zone Change to Residential Multiple-Family (R-2) as shown on Attachment A hereto; and

WHEREAS, the City Council finds that the Zone Change is consistent with the 2030 General Plan; and

WHEREAS, the pursuit of the Zone Change is a reasonable exercise of the City's police powers to ensure the continued health, safety, and welfare of the public by providing housing opportunities for the residents of the City of Oxnard; and

WHEREAS, the proposed Zone Change is consistent with the policies and directives in the 2030 General Plan if the associated General Plan Amendment (PZ No. 20-620-02) is approved and the Zoning Ordinance to allow orderly development to those areas that can be served by existing or planned utilities, transportation, and service systems. The proposed Zone Change does not represent a significant change in the 2030 General Plan and Zoning Ordinance nor does it result in significant new environmental impacts that have not been previously evaluated; and

WHEREAS, in accordance with the California Environmental Quality Act, the Planning Commission and City Council considered the proposed Addendum to a previously adopted Mitigated Negative Declaration (Final MND 2004-11) before making its recommendation, finds on the basis of the whole record before it (including the initial study and adopted MND 2004-11) that with the previously adopted Mitigation Monitoring/Reporting Program is included in MND 2004-11 document and incorporated

by reference in this and related resolutions and permits and imposition of mitigation measures as conditions of approval, there is no substantial evidence that the project will have a significant effect on the environment, further finds that the Addendum to the previously adopted MND 2004-11 reflects the independent judgment of the City, and recommends that the City Council adopt the Addendum to the previously adopted MND 2004-11; and

WHEREAS, the Applicant agrees, as a condition of adoption of this ordinance at the Applicant's own expense, to indemnify, defend, and hold harmless City and its agents, officers, and employees from and against any claim, action or proceeding to attack, review, set aside, void, or annul the approval of this resolution or any proceedings, acts, or determination taken, done, or made prior thereto that were part of the approval process.

WHEREAS, the City Council of the City of Oxnard makes the following Findings:

SECTION 1. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. The City Council finds that the Zone Change is internally consistent with all other provisions of the City of Oxnard 2030 General Plan if the corresponding General Plan Amendment (PZ No. 20-620-02) is adopted.

SECTION 3. The City Council finds that the Zone Change will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

SECTION 4. The City Council finds that the project site associated with the Zone Change is physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle access, and public services and utilities and is served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the proposed use would likely generate, to ensure that the proposed use(s) and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The City Council determines that the proposed Zone Change from Business Research Park (BRP) to Residential Multiple-Family (R-2) is the best use for the subject project site.

SECTION 6. The City Council determines that the Zone Change is in the best interests and welfare of the City and its residents.

SECTION 7. The City Council finds and determines the project is in compliance with the California Environmental Quality Act because an Addendum to the Mitigated Negative Declaration (Final MND 2004-11) that was prepared for the 2004 Dunkirk Drive Project was considered by the Planning Commission at the public hearing for the

Portofino Place project. The Addendum to the Final MND was prepared pursuant to the requirements of the California Environmental Quality Act (CEQA, Public resources Code §§ 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines. The City of Oxnard is the Lead Agency. The Addendum is appropriate pursuant to CEQA Guidelines § 15164 since only minor changes and additions to the MND are necessary to address the Project changes and no circumstances exist calling for the preparation of a subsequent negative declaration pursuant to CEQA Guidelines § 15162 and 15163. With implementation of the MND 2004-11 mitigation measures, there is no substantial evidence that the proposed project will have a significant effect upon the environment.

SECTION 8. Except as expressly amended herein, the City's Zoning Ordinance Map shall remain in full force and effect and shall apply to the property affected by this Resolution.

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

- Part 1. PZ No. 20-570-02 (Zone Change) is approved, as shown on the map attached hereto as Attachment A and incorporated herein by reference.
- Part 2. Within fifteen days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation, published and circulated in the City. Ordinance No. _____ was first read on _____, and finally adopted on _____, to become effective thirty days thereafter.

PASSED AND ADOPTED this 18th day of January, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

Ordinance No. 2021-XX – PZ 20-570-02 [Zone Change]
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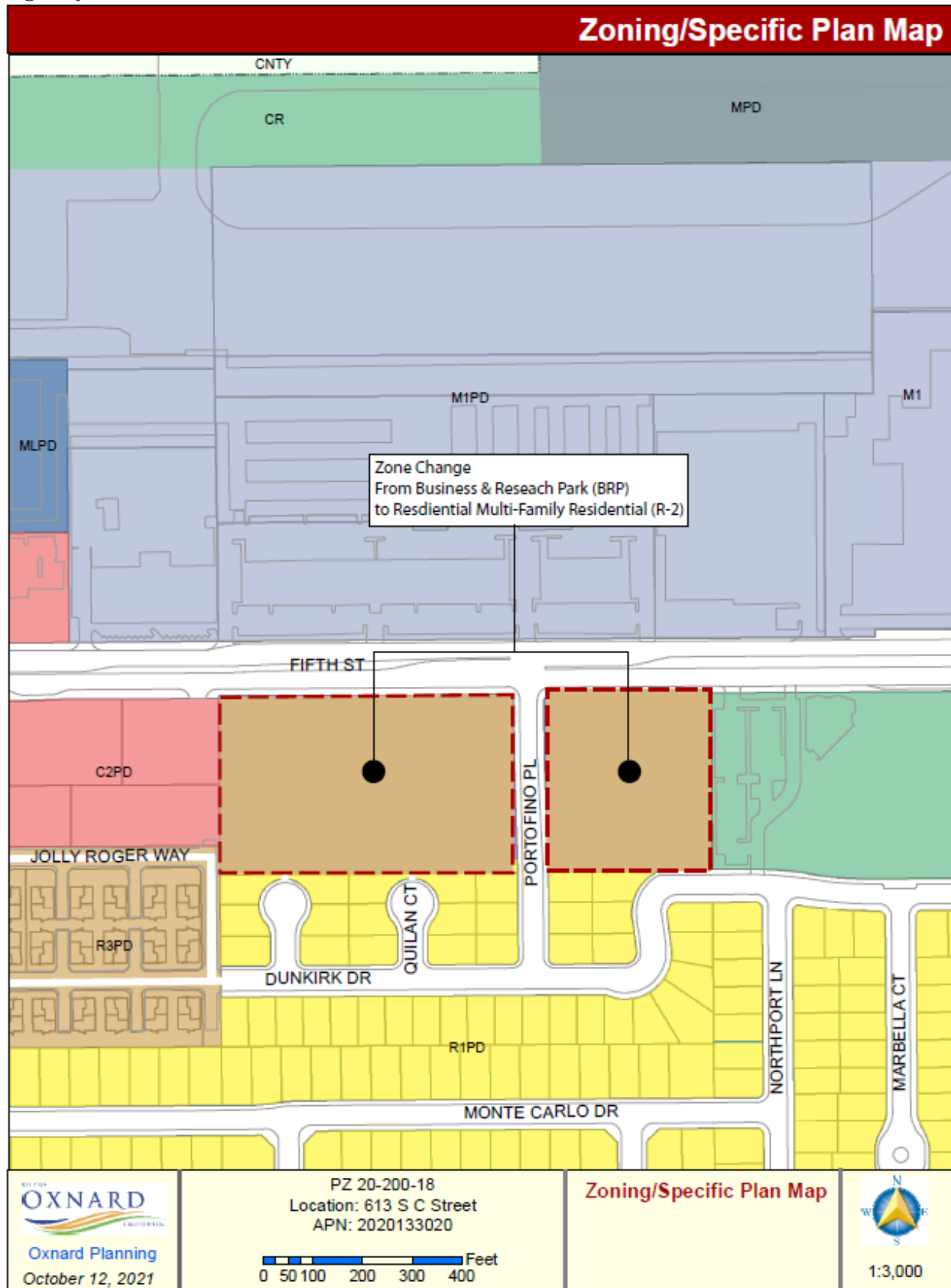
John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



RESOLUTION NO. 2021-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ADOPTING A RESOLUTION APPROVING PLANNING AND ZONING PERMIT NO. 20-300-02 (TENTATIVE SUBDIVISION MAP NO. 6064) TO SUBDIVIDE APPROXIMATELY 7.61 ACRES OF VACANT LAND INTO TWO RESIDENTIAL LOTS FOR CONDOMINIUM PURPOSES (90 CONDOMINIUM UNITS) AND ASSOCIATED INFRASTRUCTURE, LOCATED AT THE SOUTH SIDE OF FIFTH STREET AT THE INTERSECTION OF PORTOFINO PLACE (APNs: 185-0-221-025, 185-0-221-265, AND 185-0-223-015), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY THE LAW OFFICE OF K.M. NEISWENDER, P.O. BOX 1225, BLUE JAY, CA 92317, THE APPLICANT.

WHEREAS, the Law Offices of K.M. Neiswender filed entitlement applications with the City of Oxnard on November 7, 2019, General Plan Amendment (PZ 20-620-02), Zone Change (PZ 20-570-02), Special Use Permit (PZ 19-500-04), and a Tentative Subdivision Map (PZ 20-300-02); and

WHEREAS, if the aforementioned entitlement applications are collectively approved by the City of Oxnard, the project would be permitted to develop a 7.61 acre project site with 90, two-story condominium dwelling units each with attached 2-car garages, 214 total visitor parking spaces, common swimming pool and playground area, 3,281 square-foot recreation building, entry gates and perimeter walls, private roads, detention basins, landscaping and associated site improvements at the subject project site (APNs: 185-0-221-025, 185-0-221-265, AND 185-0-223-015) (“Project”); and

WHEREAS, on November 18, 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. 20-300-02 (Tentative Subdivision Map) to subdivide a 7.61 acre property (three parcels) for condominium purposes into two lots (Lot 1 will be improved with 60 units, gated entry, swimming pool and playground area, parking and associated site improvements; Lot 2 will be improved with 30 units, gated entry, recreational building, parking and associated site improvements) located at the south side of Fifth Street at the intersection of Portofino Place (APNs: 185-0-221-025, 185-0-221-265, AND 185-0-223-015) in the Oxnard Seaview Estates neighborhood in accordance with Section 16-531 of the Oxnard City Code; and

WHEREAS, the project was initially reviewed by the City Council as a Pre-Application (PZ 18-600-02) on March 19, 2019, where the City Council discussed the ability for the project to incorporate inclusionary housing on the project site instead of requesting to pay the affordable housing in-lieu fee payment; and

WHEREAS, the project applicant mailed notices to all property owners within the Sea View Estates neighborhood and presented the project at the April 20, 2020 Community Workshop; and

Whereas, on November 9, 2004, pursuant to the California Environmental Quality Act (Pub. Res. Code § 21000 et seq.: “CEQA”) and the State Guidelines for Implementation of CEQA (14 Cal. Code Regs. § 15000 et seq.: “State CEQA Guidelines”), the City Council adopted a Mitigated Negative Declaration for The Dunkirk Drive Project (MND 2004-11); and

Whereas, the MND adequately addressed and mitigated the potential environmental impacts associated with the Dunkirk Drive project, which included a General Plan Amendment, Zone Change, Tentative Subdivision Map and Planned Residential Group/Special Use Permit for commercial development on a 7.6-acre portion of the project site as well as residential development on an adjacent 10-acre property to the south of the site; and

Whereas, the MND was not legally challenged and thus is presumed valid in accordance with Public Resources Code section 21167.2 and section 15367 of the State CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.); and

Whereas, the City is the lead agency for purposes of the project pursuant to Public Resources Code section 21067; and

Whereas, pursuant to CEQA, when taking subsequent discretionary actions in furtherance of a project for which an MND has been approved, the Lead Agency is required to prepare an Addendum to a previously approved MND if some changes or additions to the MND are necessary but none of the conditions described in State CEQA Guidelines Section 15162 calling for preparation of a subsequent MND have occurred; and

Whereas, the Planning Division evaluated the project by preparing an Addendum, and based on that Addendum, and all other information in the administrative record, has determined that none of the circumstances identified in State CEQA Guidelines Section 15162 have arisen as a result of the project, and that an Addendum to the Final MND 2004-11 for the Dunkirk Drive project is appropriate to analyze the reasonably foreseeable environmental impacts of the modified project; and

Whereas, Addendum No. 1 to Final MND 2004-11 is attached to the staff report and is incorporated by reference; and

Whereas, Addendum No. 1 to Final MND 2004-11 has been provided to and has been reviewed by the Planning Commission in connection with the previously approved MND 2004-11, which is available for inspection at City Hall and is posted on the City’s website, and are incorporated herein by reference; and

Whereas, pursuant to State CEQA Guidelines section 15164, subdivision (c), the Addendum is not required to be circulated for public review, but can be attached to the adopted MND 2004-11; and

WHEREAS, in accordance with CEQA, the Planning Commission and City Council considered the proposed Addendum to a previously adopted Final MND 2004-11

before making its determination, finds on the basis of the whole record before it (including the initial study and adopted MND 2004-11) that with the previously adopted Mitigation Monitoring/Reporting Program is included in MND 2004-11 document and incorporated by reference in this and related resolutions and permits and imposition of mitigation measures as conditions of approval, there is no substantial evidence that the project will have a significant effect on the environment, further finds that the Addendum to the previously adopted MND 2004-11 reflects the independent judgment of the City, and recommends that the City Council adopt the Addendum to the previously adopted MND 2004-11; and

WHEREAS, on November 18, 2021, the Planning Commission conducted a duly noticed public hearing and approved a Special Use Permit (PZ 19-500-04) to develop a 7.61 acre project site with 90, two-story condominium dwelling units each with attached 2-car garages, 214 total visitor parking spaces, common swimming pool and playground area, 3,281 square-foot recreation building, entry gates and perimeter walls, private roads, detention basins, landscaping and associated site improvements subject to approval of the related actions as specified within the Special Use Permits conditions of approval, respectively; and

WHEREAS, on November 18, 2021, the Planning Commission of the City of Oxnard conducted a duly noticed public hearing and recommended to the City Council of the City of Oxnard approval of Planning and Zoning Permit No. 20-620-02 (General Plan Amendment) to change the land use designation of the subject project site from Business Research Park to Residential Medium; a Zone Change for the project site from Business Research Park to Multiple-Family (R-2) (PZ 20-570-02); and a Tentative Subdivision Map (Tract No. 6064) for condominium purposes and to combine three existing lots into two lots (PZ 20-300-02)

Whereas, the Project has been reviewed by the Development Advisory Committee (DAC) on December 18, 2019, February 24, 2021 and May 12, 2021, and the DAC provided conditions of approval for the project that are incorporated within the recommended entitlements; and

WHEREAS, the City Council has held a public hearing at which it received and considered oral and written testimony on Addendum to the previously adopted Mitigated Negative Declaration No. 2004-11 for the proposed project; and

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

WHEREAS, the comments of the City Councilmembers, members of the public, and interested groups and agencies have been adequately responded to; and

WHEREAS, the City Council finds after due study and deliberation that it is a reasonable exercise of the City's police powers to condition the project to ensure the continued health, safety, and welfare of the public by providing housing opportunities

inclusive of 9 affordable low income housing units for the residents of the City of Oxnard; and

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

WHEREAS, the City Council finds that the Tentative Map, the proposed site, and the design and improvement of the development requested are consistent with the 2030 General Plan elements thereof; and

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

WHEREAS, the City Council finds that the proposed division of land complies with the requirements established by the Subdivision Map Act and Chapter 15 of the Oxnard City Code, including but not limited to requirements as to area, improvement and design, floodwater drainage control, appropriate improved public roads, sanitary disposal facilities, water supply availability and environmental protection; and

WHEREAS, the City Council finds that the Applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this Resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this subdivision in particular; and

WHEREAS, the City Council finds that the Applicant agrees as a condition of this Resolution that at its own expense, to indemnify and defend the City of Oxnard and its agents, officers and employees from and against any claims, actions or proceedings to attack, set aside, void or annul the approval of this Resolution or any actions or proceedings, acts or determinations taken, done or made before the approval of this resolution that were part of the approval process; and

WHEREAS, the documents and other materials that constitute the record of proceedings upon which the decision to adopt Addendum No. 1 to Final MND 2004-11 is based are located in the Planning Division of the City of Oxnard, and the custodian of the record is the Planning Manager; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OXNARD:

SECTION 1. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. The City Council finds that the Tentative Subdivision Map is

internally consistent with the provisions of the City of Oxnard 2030 General Plan

SECTION 3. The City Council finds that the Tentative Subdivision Map will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

SECTION 4. The City Council finds that the Project site associated with the Tentative Subdivision Map is physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle access, and public services and utilities and is served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the proposed use would likely generate, to ensure that the proposed use(s) and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The City Council determines that the residential project is the best use for the subject project site.

SECTION 6. The City Council determines that the Tentative Subdivision Map is in the best interests and welfare of the City and its residents.

SECTION 7. In adopting this Resolution for the Tentative Subdivision Map, the City Council finds and determines the project is in compliance with the California Environmental Quality Act because an Addendum to the Mitigated Negative Declaration (Final MND 2004-11) that was prepared for the 2004 Dunkirk Drive Project was considered by the City Council at the public hearing for the Portofino Place project. The Addendum to the Final MND was prepared pursuant to the requirements of the California Environmental Quality Act (CEQA, Public resources Code §§ 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines. The City of Oxnard is the Lead Agency. The Addendum is appropriate pursuant to CEQA Guidelines § 15164 since only minor changes and additions to the MND are necessary to address the Project changes and no circumstances exist calling for the preparation of a subsequent negative declaration pursuant to CEQA Guidelines § 15162 and 15163. With implementation of the MND 2004-11 mitigation measures, there is no substantial evidence that the proposed project will have a significant effect upon the environment.

SECTION 8. 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 staff report, the project site currently has a 2030 General Plan land use designation of Business Research Park (BRP) and a zoning of Business Research Park (BRP). As part of this proposal, the project is concurrently requesting a General Plan Amendment to change the land use designation BRP to Residential Medium (RM) and a Zone Change from Business Research Park to Multiple-Family (R-2). If the aforementioned General Plan Amendment and Zone Change are approved, the proposed subdivision, inclusive of the 90, two-story condominium dwelling units each with attached 2-car garages, 214 total visitor parking spaces, common swimming pool and playground area, 3,281 square-foot recreation building, entry gates and perimeter walls, private roads, detention basins, landscaping and associated site improvements at the subject project site would be consistent with the policies and provisions of the 2030 General Plan because the proposed land use of the project is of a multi-family use, which is an allowed use pursuant to the Residential Medium (RM) land use designation of the 2030 General Plan Plan. The subject project site has an area of 7.61 acres which allows a maximum of 94 residential units; however, the project is requesting to construct 90 residential units. The project density at 90 residential units is equal to 12 units per acre which is consistent with the RM land use designation of 12 to 18 units per acre. The subdivision of the project site as proposed with 90 condominium units and associated site improvements would be consistent with the 2030 General Plan if the associated General Plan Amendment is approved. Additionally, the condominium units have been designed to meet the required development standards identified in the R-2 zone (Multiple-Family) and all of the advisory standards contained within City Council Resolution No. 7658 that are intended to encourage amenities that enhance the livability of condominiums with the exception of the required 10-foot by 10-foot dimensions for private patios; however, the land area of the project's private patios ranges from 450 to 1,530 square feet which exceeds the minimum land area of 100 square feet provided by private patios. Therefore, the project is in conformance with the 2030 General Plan and the elements thereof and other adopted standards. No specific plan is applicable to the subject site. Therefore, the project **does not** meet this finding which means the Project can be supported.

(b) That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.

As described in the staff report, the design and improvement of the proposed development is consistent with applicable provisions of the City's 2030 General Plan because the proposed subdivision and development of the multi-family residential use supports the proposed development improvements, with the required infrastructure. Additionally, the proposed subdivision has been designed to meet the required minimum lot area and density identified in the R-2 zoning (Multiple-Family) as prescribed by the 2030 General Plan land use designation of Residential Medium. No specific plan is

applicable to the subject site. Additionally, the design and improvements of the project will provide for development that furthers the intent of the Housing Element to realize the potential of neighborhood improvements that increase housing opportunities in the Sea View Estates Neighborhood. As such, the project **does not** meet this finding which means the Project can be supported.

(c) That the site is not physically suitable for the type of development.

As described in the staff report, the site is physically suitable for the proposed type of development because the division of land includes a residential project that is consistent with the Multiple-Family (R-2) development standards and has been designed to be architecturally compatible with the character of the surrounding neighborhood. 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. The site is not subject to soil and/or geologic conditions indicating substrate instability. As proposed and conditioned, the project will be consistent with the 2030 General Plan land use designation of Residential Medium which the project is seeking a General Plan Amendment concurrent with the Tentative Subdivision Map, which requires residential uses to be designed pursuant to the R-2 development standards such as: parking, minimum lot area, density, side yard setback and height. The subject site is adequate in terms of size, and is designed to meet the development standards prescribed in the R-2 zone. Additionally, the project has been reviewed by the Development Advisory Committee and was determined that it would have no significant impact on the public health, safety, or welfare and the project plans have been reviewed by all applicable departments and outside agencies, which include the Oxnard Police and Fire Departments. Based on the aforementioned, this project **does not** meet this finding which means the Project can be supported.

(d) That the site is not physically suitable for the proposed density of development.

As described in the staff report, the project is concurrently requesting a General Plan Amendment to change the land use designation BRP to Residential Medium (RM) and a Zone Change from Business Research Park (BRP) to Multiple-Family (R-2). The site is physically suitable for the proposed density of the development because the project is being designed to be in conformance with the density allowed under the 2030 General Plan land use designation of Residential Medium and the R-2 zoning. The subject project site has an area of 7.61 acres which allows a maximum of 94 residential units; however, the project is requesting to construct 90 residential units. The project density at 90 residential units is equal to 12 units per acre which is consistent with the RM land use designation of 12 to 18 units per acre. 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 as identified in the Addendum to the adopted

Mitigated Negative Declaration 2004-11. Additionally, there are no identified physical constraints that would prohibit development of the proposed residential project. Therefore, the project **does not** meet this finding, which means the Project can be supported.

- (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.**

As described in the staff report, the design of the proposed land division and parcel improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat because it is located within a developed urban area of the City that contains no environmentally sensitive habitat and/or species as identified in Addendum No. 1 to Final MND 2004-11. 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. Additionally, the project is not designated nor determined to be an Environmentally Sensitive Habitat Area. As such, the **project does not** meet this finding which means the Project can be supported.

- (f) **That the design of the subdivision or type of improvements is likely to cause serious public health problems.**

As described in the staff report, the project would involve the construction 90, two-story condominium dwelling units, inclusive of 9 affordable units each with attached 2-car garages, 214 total visitor parking spaces, common swimming pool and playground area, 3,281 square-foot recreation building, entry gates and perimeter walls, private roads, detention basins, landscaping and associated site improvements 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 2.a above, it would utilize existing adequate public utilities, namely water and sewer.

Construction activities, anticipated uses, and development design will be subject to standard construction requirements of the Building, Fire, and Traffic Codes. Additionally, the project has been reviewed by the Development Advisory Committee and was determined that it would have no significant impact on the public health, safety, or

welfare and the project plans have been reviewed by all applicable departments and outside agencies, which include the Oxnard Police and Fire Departments. Consequently, this project **does not** meet this finding, which means the Project can be supported.

- (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.**

As described in the staff report, the design of the proposed land division and parcel improvements will 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. The project site is currently vacant. Additionally, the land division has been configured to continue to allow for Portofino Place, which currently bisects the parcel, to provide access to the residences in the Oxnard Sea View Estates Neighborhood which is accessed off of Fifth Street and Dunkirk Drive. As such, this project **does not** meet this finding which means the Project can be supported.

SECTION 9 This Resolution shall not become effective unless and until the City Council adopts the Addendum to Mitigated Negative Declaration 2017-04 and approves the associated General Plan Amendment (PZ No. 20-620-02), and Zone Change (PZ No. 20-570-02). If the City Council fails to approve the General Plan Amendment or Zone Change, then this Resolution shall become null and void and be of no further force and effect.

SECTION 10. Based on the findings set forth herein, the PCity Council hereby approves Planning and Zoning Permit No. 20-300-02 (Tentative Subdivision Map), subject to the attached conditions of approval.

SECTION 11. The Secretary shall certify the adoption of this Resolution.

CONDITIONS OF APPROVAL FOR LAND USE PERMITS

Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-1*) while some are taken from environmental documents (e.g. *MND-S2*).

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning Division
DS	Dev Services/Eng Dev/Inspectors	TR	Traffic Division
PD	Police Department	B	Building Plan Checker
SC	Source Control	FD	Fire Department
PK	Landscape Design	CE	Code Compliance

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, G-1).
2. This permit is granted for the plans dated November 18, 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 effective date of the Zone Change (PZ No. 20-570-02) (30 days after the second reading of the Zone Change Ordinance Amendment is adopted), unless the Developer has diligently developed the proposed project, as shown by map recordation and / or 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 the 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)

PLANNING DIVISION STANDARD CONDITIONS

9. Prior to the close of escrow for each dwelling unit, Developer shall provide the buyer with a written guarantee that the exterior finishes of the dwelling unit will remain in good condition for at least five (5) years from the final building permit inspection and sign off. Developer shall provide a copy of the guarantee to Planning staff prior to final Planning Division inspection and sign off. (PL, *PL-29*)
10. Developer shall establish a homeowners association and the association shall be responsible for the maintenance of parking, landscape, recreation and other interior areas held in common by the association and for the enforcement of Conditions Covenants & Restrictions related to property maintenance. (PL/DS, *PL-33*)
11. Developer shall construct each dwelling unit with separate utility systems and meters. Developer shall paint utility meter panels to match structures upon which it is located.

Such panels shall be located to take advantage of screening (e.g. landscaping or other building elements) from public right-of-ways, to the maximum extent feasible. (DS/B, *PL-34*)

12. Developer shall include in all deeds for the project and in the Conditions Covenants & Restrictions a prohibition against parking recreational vehicles over 20 feet long in the project. (CE/PL, *PL-35*)
13. 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*)
14. In accordance with City Council Ordinance No. 2980, or the ordinance in effect at the time building permits are issued, Developer shall provide 9 affordable units. (PL, *PL-37*)
15. Developer shall post in the sales office of the project the latest City planning documents and maps that may affect the project and adjacent properties. At a minimum, this information shall include the 2030 Oxnard General Plan and General Plan Land Use Map showing all adjacent properties, a copy of the ordinances regulating the zone, and any specific plan that may apply to the project. Such documents may be purchased at cost from the Planning Division Manager. Developer shall require that all purchasers sign an affidavit declaring that they have familiarized themselves with the planning documents. Developer shall make such affidavits and planning information available for review upon reasonable request of the Planning Division Manager. (PL, *PL-38*)
16. Where feasible, Developer shall locate individual unit plumbing within individual unit walls, as opposed to common or shared walls, and shall paint roof vents to match the roofing material. (PL/B, *PL-40*)

PLANNING DIVISION SPECIAL CONDITIONS

17. Developer shall provide electric meters, mailboxes and address directories, placed in decorative cabinets and clustered for efficient access for residents and service persons. Developer shall coordinate placement and design of such items accordingly, with the Planning Division Manager, the appropriate utility service provider and the United States Postal Service, prior to issuance of building permits. (PL, *PL-19 modified*)
18. This permit is granted subject to the approval of a Zone Change (PZ 20-570-02) for the project property. (PL)
19. This permit is granted subject to the approval of a General Plan Amendment (PZ 20-620-02) for the project property. (PL)

20. Street parking is prohibited to ensure that the private streets are at least 26 feet wide at all times to comply with Fire Department regulations.
21. Developer shall deposit \$2,000 for mitigation monitoring and reporting associated with the development project (PZ Nos. 19-500-04 and 20-300-02). Such funds shall be deposited prior to issuance of a grading permit or map recordation, whichever occurs first. Additional deposits shall be made to cover staff time required to monitor implementation of project conditions until the final Certificate of Occupancy is granted for the development.
22. These conditions of approval impose specific fees, dedications, reservations and/or other exactions. Pursuant to Government Code Section 66020, the 90-day period in which the Developer or applicant has to protest the imposed fees, dedications, reservations and/or other exactions has begun as of the date that the conditions of approval are approved.

Affordable Housing Conditions

23. Inclusionary housing requirements pertaining to the sale or rental of 10% of all units constructed as part of this development are subject to inclusionary housing requirements, as set forth in Ordinance 2980.
24. Based on the unit count proposed, 9 (10% of 90= 9) of the 90 units being developed must be Affordable Units.
25. Affordable Rental Units – Fifty percent (50%) of the affordable units offered for rent must be made available to very low-income households with incomes at or below fifty percent (50%) of the Area Median Income (AMI) for Ventura County, as set forth in the California Health and Safety Code 50105 and fifty percent (50%) of the affordable units must be offered for rent to low-income households with incomes at or below eighty percent (80%)AMI for Ventura County, as set forth in the California Health and Safety Code 50079.5. For purposes of determining tenant eligibility, Owner and Developer or Property Manager shall use the annual income limits for Low Income and Very Low-Income Households, respectively, published by the California Department of Housing and Community Development (HCD).
26. Affordable Rent (Low Income Units)– For Low Income Households, "Affordable Rent" shall be inclusive of a reasonable utility allowance and not exceed one- twelfth (1/12) times the product of thirty percent (30%) times eighty percent (80%) of Area Median Income (AMI) adjusted for family size appropriate to the Affordable Unit for households earning less than or equal to eighty percent (80%) of the AMI for the Ventura County Metropolitan Statistical Area as set forth in the sections 6918 and 6932 of Title 25 of the California Code of Regulations, unless another subsidy program is used, in which case the stricter requirement shall be applied. For purposes of calculating Affordable Rent, Owner and Developer or Property Manager shall use the Area Median Income for Ventura County for Low Income Households, published annually by the California Department of Housing and Community Development (HCD).

27. Affordable Rent (Very Low-Income Units) – For Very-Low Income Households, “Affordable Rent” shall be inclusive of a reasonable utility allowance and not exceed one- twelfth (1/12) times the product of thirty percent (30%) times fifty percent (50%) of area median income adjusted for family size appropriate to the Affordable Unit for households earning less than or equal to fifty percent (50%) of the AMI for Ventura County Metropolitan Statistical Area as set forth in the sections 6918 and 6932 of Title 25 of the California Code of Regulations, unless another subsidy program is used, in which case the stricter requirement shall be applied. For purposes of calculating Affordable Rent, Owner and Developer or Property Manager shall use the Area Median Income for Ventura County for Very Low-Income Households, published annually by the California Department of Housing Community Development (HCD), as opposed to HCD’s annual published income limits, which are used to determine tenant eligibility.
28. The Affordable Rental units must include: Three (3) three-bedroom units and two (2) two-bedroom units offered for rent or sale to households with annual incomes at or below fifty percent (50%) of AMI for Ventura County. Two (2) two-bedroom units and two (2) three-bedroom units must be offered for rent or sale to households with annual incomes at or below eighty percent (80%) AMI for Ventura County.
29. Prior to offering the Affordable Units for rent, the Developer and Owner must submit to the Housing Director the proposed rental amounts for the affordable rental units for review and approval.
30. Affordable Rental Units (Eligible Tenants) - All prospective tenants must be income-eligible to rent any of the Affordable Units. Developer shall maintain a copy of the selected tenant’s rental application including information on household size, total Annual Income, rent to be charged, and the unit to be rented, including the unit’s bedroom count and size (the “Application”). Upon request, the Developer shall provide the Application to the Housing Director to review the prospective tenant’s eligibility for the unit to be rented. Income eligibility documentation for occupants of the affordable units must be made available by the Developer for review, upon request by the Housing Director. This provision applies throughout the duration of this Agreement and applies to any change in the tenancy of the Affordable Units.
31. Affordable Rental Units (Management Plan) - Prior to issuance of a certificate of occupancy, Developer and Owner shall obtain a clearance form from the Housing Department certifying that the required number of affordable units are being provided at Affordable Rents and that a Management Plan, prepared by the Developer and Owner, for the operation and management of the Affordable Rental Units has been submitted to the Housing Department and approved by the Housing Director. Developer and owner shall provide a copy of the clearance form issued by the Housing Department to the project planner prior to issuance of the certificate of occupancy.
32. Affordable Rental Units (Annual Report) - Owner shall maintain complete and accurate records pertaining to (1) the occupancy of each Affordable Unit, and (2) the maintenance,

management, operation, preservation and repair of each Affordable Unit. Owner agrees to permit the Housing Director or designee to inspect and audit the books and records of Owner pertaining to the Affordable Units. In furtherance of this requirement, Owner shall require tenants or property managers to submit to the Housing Director an annual report (the "Annual Report") in the format approved by the Housing Department and providing the specific information and documentation (including documentation from each tenant) reasonably required by the City and Housing Director to ensure that the Affordable Units are being rented to eligible tenants.

33. Affordable Rental Units (Compliance) - Upon City's request, Owner shall demonstrate that the Affordable Rental units are continually in compliance with the terms of Affordability Covenants and Conditions of Approval pertaining to Affordable Rental Units. Upon thirty (30) days' notice, City may perform an audit to determine compliance with the terms of this Agreement or any affordability restrictions placed on the property. Owner agrees to pay a reasonable fee, which may be adjusted from time to time, for the purpose of paying the actual costs associated with the City's obligation to monitor Owner's compliance with the affordability restrictions contained in this Agreement.
34. Affordable Units Offered for Sale: Ten percent (10%) of all units offered for sale must be made available for purchase to low-income households with incomes at or below eighty percent (80%) AMI for Ventura County, as set forth in the California Health and Safety Code 50079.5. For purposes of determining buyer eligibility, Owner and Developer shall use the annual income limits for Low-Income Households, published by the California Department of Housing Community Development (HCD).
35. Affordable Housing Cost for Affordable Units Offered for Sale: The term Affordable "Housing Cost" includes the costs described in Title 25 of the California Code of Regulations Section 6920, except that when determining affordable housing cost the amount paid for maintenance and utilities shall not be included. For purposes of calculating Affordable Housing Cost, Owner and Developer shall use the Area Median Income for Ventura County for Low Income Households, published annually by the California Department of Housing Community Development (HCD), as opposed to HCD's annual published income limits, which are used to determine buyer eligibility.
36. Affordable housing cost must include the sum of the following and may not exceed the product of thirty percent (30%) of eighty percent (80%) AMI for Ventura County as set forth in Part 5 (a) of Ordinance Number 2980:
 - (a) Mortgage loan payments
 - (b) Mortgage insurance payments
 - (c) Property taxes and assessments
 - (d) Homeowner association fees
 - (e) Insurance premiums

(f) Space rent

37. Affordable Units Offered for Sale: Must Include at least five (5) three-bedroom units and four (4) two-bedroom units.
38. Owner and Developer must record affordability covenants approved as to form by the Housing Director and City Attorney prior to submitting their first building permit application. Units shall remain affordable for at least 20 years from the date the first unit in the development is offered for rent or sale. Owner and Developer must contact the Housing Department for review and approval of affordability covenants prior to recordation.
39. Prior to offering any of the Affordable Units for sale or converting any of the Affordable Rental Units into Affordable Units offered for sale, within the initial 20 Year term of Affordability discussed in Condition No. 37, Developer and Owner must:
 - (a) Adhere to any applicable state and local laws, including but not limited to California Assembly Bill 1521, and applicable tenant relocation requirements for existing tenants of the Affordable Rental Units that may become displaced as result of the conversion from Affordable Rental Units to Affordable Units offered for Sale. This also includes, notification to tenants and prospective tenants 3 years prior to the termination of the lease of the Affordable Rental Units, as set forth in Government Code 65863.10 et seq. Adherence to any and all applicable state and local laws means those state and local laws effective at the time of the conversion.
 - (b) 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 prior to offering any Affordable Unit for sale.
 - (c) Require any purchaser of an Affordable Unit in the development to execute a Resale Restriction Agreement for a minimum term equivalent to years remaining on the initial 20-year term of affordability covenants recorded by the owner and developer as part of Condition No 164. A separate Resale Restriction Agreement, to be executed between each buyer of an Affordable Unit and the City, must be approved as to form by the Housing Director and City Attorney prior to the sale of any Affordable Unit and must be recorded in the County Recorder's Office.
40. Owner and Developer must offer existing eligible tenants of the Affordable Rental Units the first opportunity to purchase an Affordable Unit offered for sale within the Development.
41. A City fee may be collected as necessary to enforce the provisions of the affordability covenants, and fees (paid by the owner/seller) to cover City costs associated with the sale of affordable units including the City's obligation of verification of proposed sale price applicable to the Affordable Units that are offered for sale; income eligibility of the

prospective household or family to occupy Affordable Units that are to be sold, inspection of Affordable units that are offered for sale, and completion of a resale restriction agreement for all buyers of affordable units that are offered for sale. The City shall set these fees and adjust it as needed from time to time.

42. Prior to the purchase of an Affordable Unit, the buyer's eligibility for purchase of the Affordable Unit must be demonstrated to the Housing Director, the Housing Director must approve the eligibility of all buyers before they may purchase an Affordable Unit.
43. Affordable Rent and Affordable Housing Cost for 2-bedroom units will be based on a three-person household income and affordability calculations for 3-bedroom units will be based on a four-person household, as set forth in Health and Safety Code 52102(a)(1)(B) and 50052.5 (b)(h).
44. The Affordable Units must be designed and constructed to be architecturally consistent with and qualitatively similar to other unrestricted units in the project.
45. Developer is required to notify the Naval Base Ventura County Housing Service Center of the project and the unit's anticipated sales prices.
46. Developer is required to coordinate with the City of Oxnard's Housing Department to provide early advertisement to local residents in compliance with fair housing law.

Addendum Mitigated Negative Declaration 2004-11 Mitigation Measures

Developer shall comply with the mitigation measures identified in the Final Mitigated Negative Declaration (MND) 2004-11, as modified by Addendum No. 1 to Final MND 2004-11 associated with the development project (PZ Nos. 19-500-04 and 20-300-02).

Air Quality

47. Developer shall ensure that all construction equipment is maintained and tuned to meet applicable Environmental Protection Agency (EPA) and California Air Resources Board (CARB) emission requirements. At such times as new emission control devices or operational modifications are found to be effective, the Developer shall immediately implement such devices or operational modifications on all construction equipment. (MND, C-1)
48. During smog season (May through October), developer shall lengthen the construction period so as to minimize the number of vehicles and equipment operating at the same time. (MND, C-2)
49. At all times during construction activities, Developer shall minimize the area disturbed by clearing, grading, earth moving, or excavation operations to prevent excessive amounts of dust. (MND, C-3)

50. During construction, Developer shall water the area to be graded or excavated prior to commencement of grading or excavation operations. Such application of water shall be at least twice per day and shall penetrate sufficiently to minimize fugitive dust during grading activities. (MND, C-4)
51. During construction, Developer shall control dust by the following activities:
 - (a) All trucks hauling graded or excavated material offsite shall be required to cover their loads as required by California Vehicle Code §23114, with special attention to Sections 23114(b)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.
 - (b) All graded and excavated material, exposed soils areas, and active portions of the construction site, including unpaved onsite roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible. (MND, C-5)
52. During construction, Developer shall post and maintain onsite signs, in highly visible areas, restricting all vehicular traffic to 15 miles per hour or less. (MND, C-6)
53. During periods of high winds (i.e. wind speed sufficient to cause fugitive dust to impact adjacent properties), Developer shall cease all clearing, grading, earth moving, and excavation operations to prevent fugitive dust from being a nuisance or creating a hazard, either onsite or offsite. (MND, C-7)
54. Throughout construction, Developer shall sweep adjacent streets and roads at least once per day, preferably at the end of the day, so that any visible soil material and debris from the construction site is removed from adjacent roadways. (MND, C-8)
55. Prior to grading permit approval, Developer shall include on the grading plans a reproduction of all conditions of this permit pertaining to dust control requirements. (PL)

Cultural Resources

56. Developer shall contract with a qualified archaeologist to conduct a Phase I cultural resources survey of the project site prior to issuance of any grading permits. The survey shall include: (1) an archaeological and historical records search through the California Historical Resources Information System at CalState Fullerton; and (2) a field inspection of the project site. Upon completion, the Phase I survey report shall be submitted to the Planning Division for compliance verification. A copy of the contract for these services shall be submitted to the Planning Division Manager for review and approval prior to initiation of the Phase I activities.

The contract shall include provisions in case any cultural resources are discovered onsite. In the event that any historic or prehistoric cultural resources are discovered, work in the vicinity of the find shall be halted immediately. The archaeologist shall evaluate the discovery and determine the necessary mitigations for successful compliance with all applicable regulations. Developer or its successor in interest shall be responsible for paying all salaries, fees and the cost of any future mitigation resulting from the survey. (MND, E-1)

57. Developer shall contract with a Native American monitor to be present during all subsurface grading, trenching or construction activities on the project site. The monitor shall provide a monthly report to the Planning Division summarizing the activities during the reporting period. A copy of the contract for these services shall be submitted to the Planning Division Manager for review and approval prior to issuance of any grading permits. The monitoring report(s) shall be provided to the Planning Division prior to approval of the final building permit signature. (MND, E-1)

Geology and Soils

58. Developer shall submit a site-specific soils investigation, which shall be prepared by a licensed geotechnical engineer. At a minimum, such study shall include liquefaction and compressible soil characteristics on the subject site, and shall identify any necessary construction techniques or other mitigation measures to prevent significant liquefaction/compressible soils impacts upon the proposed project. All recommendations of said report shall be incorporated into the project. The Developer shall submit the report to the Building Official for review and approval prior to issuance of building permits. (MND, F-1)

Land Use and Planning

59. Prior to the issuance of building permits, the Developer shall file a Form 7460, "Notice of Proposed Construction with the Federal Aviation Administration (FAA), and provide a copy to the Planning Division that enables the FAA to review the development for any hazard to airport/aviation operations. (MND, G-2)

Noise

60. The applicant shall provide a notice to potential homebuyers and renters disclosing the presence of the Oxnard Airport and a helicopter flight path along West Fifth Street and the potential expansion of the Oxnard Airport. The applicant shall provide such notice to each homebuyer and renter and obtain signatures acknowledging the presence of the Oxnard Airport and helicopter flight path along West Fifth Street. (MND, K-1)

DEVELOPMENT SERVICES DIVISION STANDARD CONDITIONS

61. 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)
62. Developer shall enter into an agreement, approved as to form by the City Attorney, to install and construct all public improvements required by this permit and by the City Code. Developer shall post security satisfactory to the Finance Director, guaranteeing the installation and construction of all required improvements within the time period specified in the agreement or any approved time extension. (DS-14)
63. 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. The City shall promptly notify the Developer of any such claim, action or proceeding of which the City receives notice, and the City will cooperate fully with the 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. The City may, in its sole discretion, participate in the defense of any such claim, action or proceeding, but such participation shall not relieve the 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)
64. Developer shall provide all necessary easements for streets, highways, alleys, sidewalks, parkways, landscaping, utilities, drainage facilities, or other improvements as required by City. If such easements cannot be obtained from the property owner by negotiation, the City may acquire them at the expense of the Developer by exercise of the power of eminent domain. Developer shall bear all costs of eminent domain proceedings, including appraisal, acquisition, attorney's fees, and court costs. Before the City issues a site improvement permit, the Developer shall dedicate all required easements to the City. (DS-19)
65. 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)
66. 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)

67. 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)
68. Prior to release of the final map or parcel map for recordation, the 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)
69. 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

70. Developer shall place existing overhead utility lines on and adjacent to the project underground in accordance with City Code in effect at the time City issues a grading/site improvement permit. The current City Code does not require the placement of lines conducting in more than 33kv underground. Prior to recordation of the final map or issuance the grading/site improvement permit, Developer shall post security satisfactory to the Finance Director guaranteeing utility relocation including the cost of any required pole relocation.(DS)
71. Developer shall process the final map associated with this permit concurrent with the site improvement plans for Planning and Zoning Permit 19-500-04. The final map shall be processed for recordation concurrent with the approval of the PZ 19-500-04 site improvement plans. (DS)
72. The final map shall indicate the vacation of existing City easements that are determined by the City Engineer to no longer be necessary, including but not necessarily limited to, the existing 10-foot landscape easement along the project's southern boundary. The vacation(s) shall be processed under section 66434(g) of the Subdivision Map Act. If easement vacations are required to be processed separately from the final map, the Developer shall be responsible for all costs associated with the vacation including, but not limited to, fees associated with the hearing(s), easement vacation document preparation, and review by the City. (DS)
73. Prior to recordation of the final map, Developer shall coordinate with Public Works Department Maintenance District No. 55 and pay all fees associated with the hearing, easement vacation document preparation, and review by the City to vacate the 10-foot

landscape easement. Developer shall assign the landscape maintenance responsibility of the 10-foot landscape easement in perpetuity to the Homeowner's Association(s) (HOA). Developer may remove and replace the trees inside the easement in accordance with City policy if permitted by the Community Development Planning Division and Public Works Department Maintenance District No. 55 as the result of vacationing the 10-foot landscape easement. (DS)

74. Developer shall coordinate with the Public Works Maintenance District No. 55 and acquire all maintenance responsibility for on-going landscaping and hardscape (sidewalk) maintenance along the project frontages on Portofino Place that are being maintained by the maintenance district. A Declaration of Covenants, Conditions, and Restrictions (CC&Rs) shall be prepared to legally bind all landscape and hardscape maintenance previously performed by the Maintenance District No. 55 to the HOA. Prior to final map recordation, Developer shall submit a copy of the CC&Rs to the City for review and approval. Final approved copy shall be recorded with the Ventura County Recorder's Office concurrent with the final map recordation. (DS)

TRAFFIC DIVISION SPECIAL CONDITIONS

75. Except for the proposed two driveways, the project shall dedicate all vehicle access rights to the City along West Fifth Street on the final map. (TR)

PASSED AND ADOPTED this 18th day of January, 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

John Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk
APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Portofino Place

90, Two-Story Condominium Dwelling Units and Associated Site
Improvements on a 7.61-Acre site

Planning and Zoning Permit Nos.
19-500-04 (Special Use Permit - Residential)
20-300-02 (Tentative Subdivision Map)
20-570-02 (Zone Change)
20-620-02 (General Plan Amendment)

South Side of Fifth Street at the Intersection of Portofino Place

Isidro Figueroa, Principal Planner
Scott Kolwitz, Planning Manager
Vyto Adomaitis, Community Development Director

City Council Meeting
January 18, 2022

Portofino Place

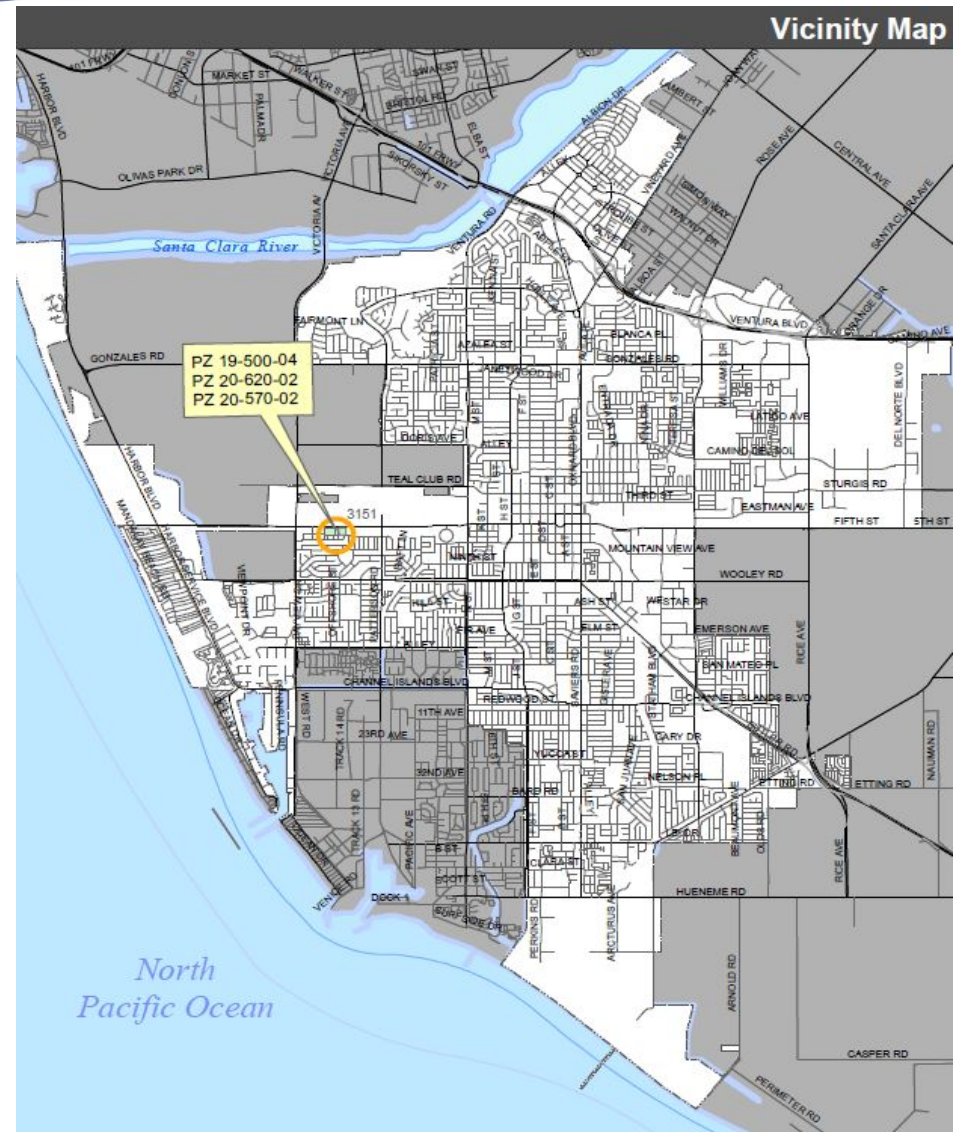


Project Description

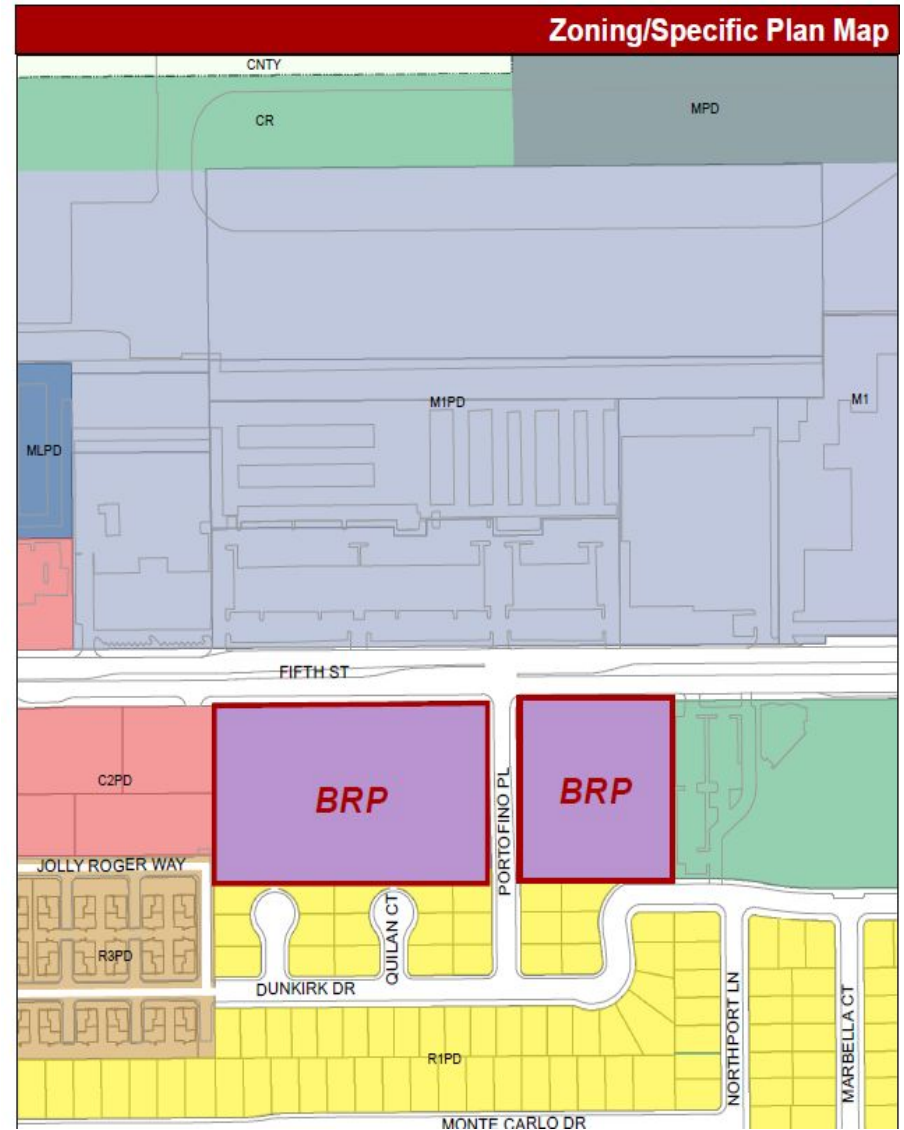
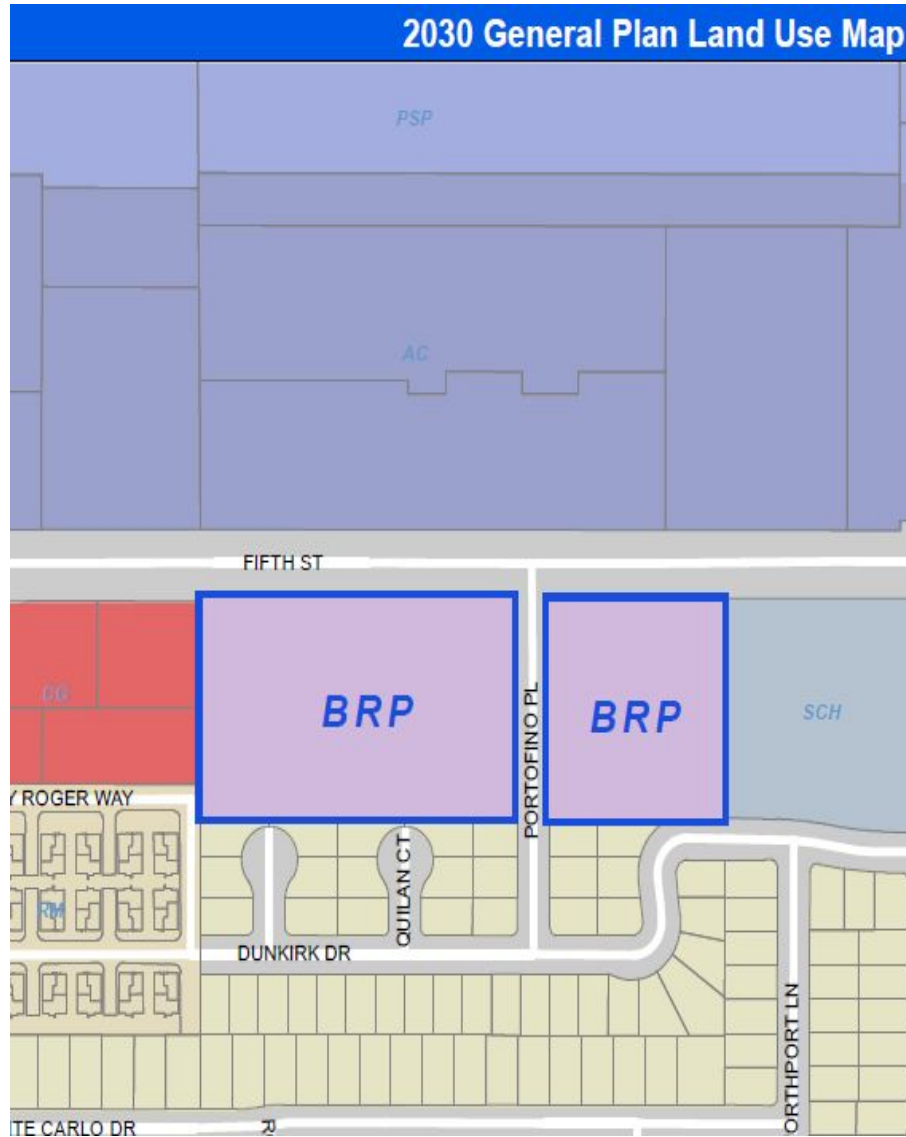
- General Plan Amendment (PZ 20-620-02)
 - Change the land use designation of the project site from Business Research Park (BRP) to Residential Medium (RM)
- Zone Change (PZ 20-570-02)
 - Change the zoning of the project site from Business Research Park to Multiple-Family (R-2)
- Tentative Subdivision Map
 - Create condominiums on a 7.61-acre vacant site
- Special Use Permit (PZ 19-500-04)
 - Development of 90, two-story condominiums

Existing & Surrounding Land Uses

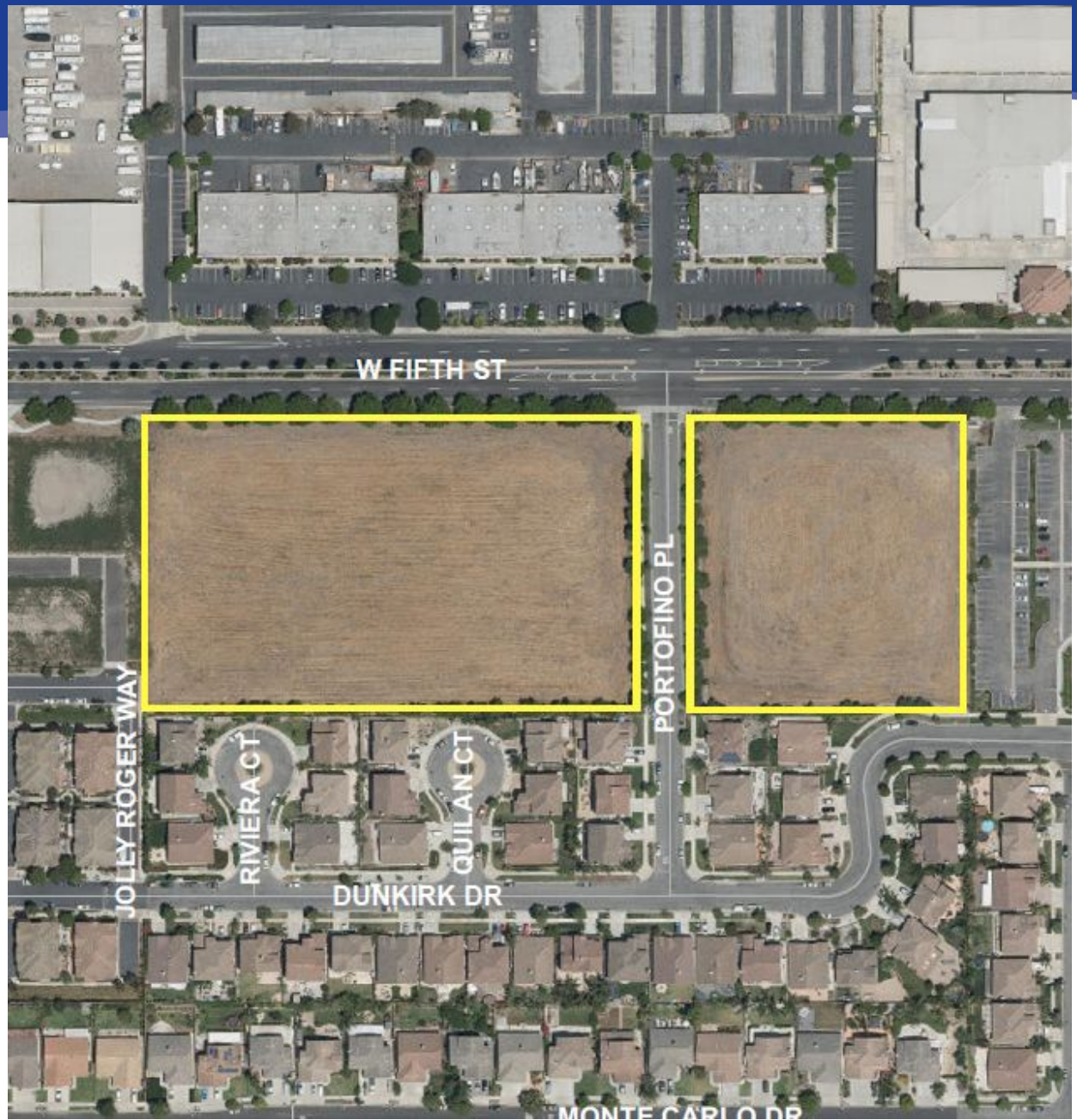
- South side of Fifth Street at intersection of Portofino Place within the Sea View Estates Neighborhood
- North: Industrial/ Oxnard Airport
- South: Residential Subdivisions
- West: Carwash
- East: Juan Lagunas Soria Elementary School



2030 General Plan & Zoning



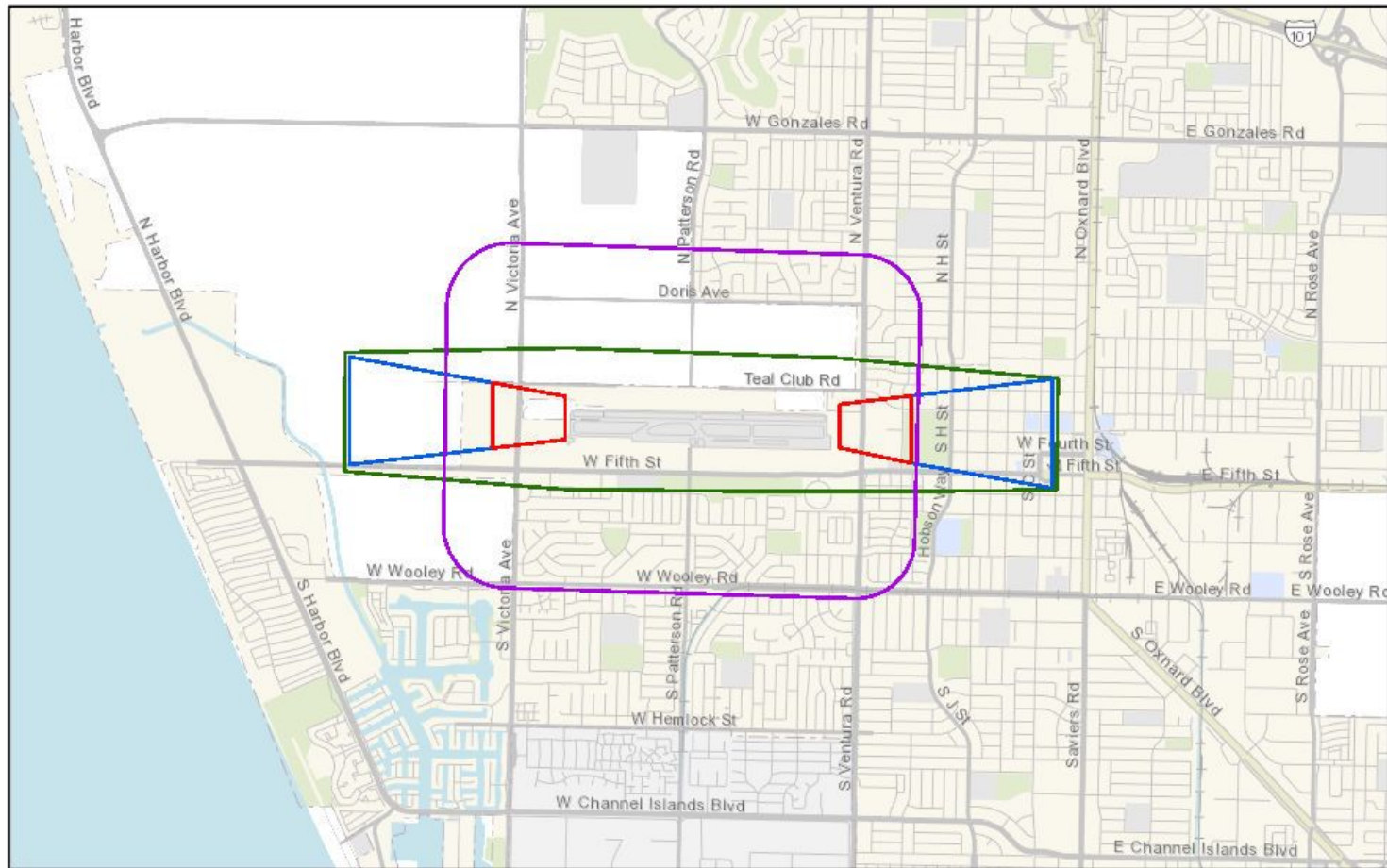
Aerial Map



Background

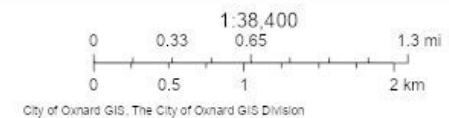
- Part of a larger 17-acre project
- In 2004, the Council approved a General Plan Amendment and Zone Change to designate 7.885 acres residential, remainder of the project site was BRP
- A Mitigated Negative Declaration was adopted by the City Council
- March 19, 2019, the City Council reviewed a Pre-Application and found the General Plan Amendment and Zone Change generally acceptable
- Preferred affordable housing units built onsite
- November 18, 2021, the Planning Commission voted 6:1 to approve the SUP recommended the City Council approve the MND, GPA, ZC & TSM

Oxnard Airport



November 9, 2021

- Airport Height Restriction Zone
- Airport Runway Protection Zone
- Airport Outer Safety Zone
- Airport Traffic Pattern Zone



City of Oxnard
City of Oxnard GIS Division | The City of Oxnard GIS Division | City of Oxnard GIS |

Oxnard Airport

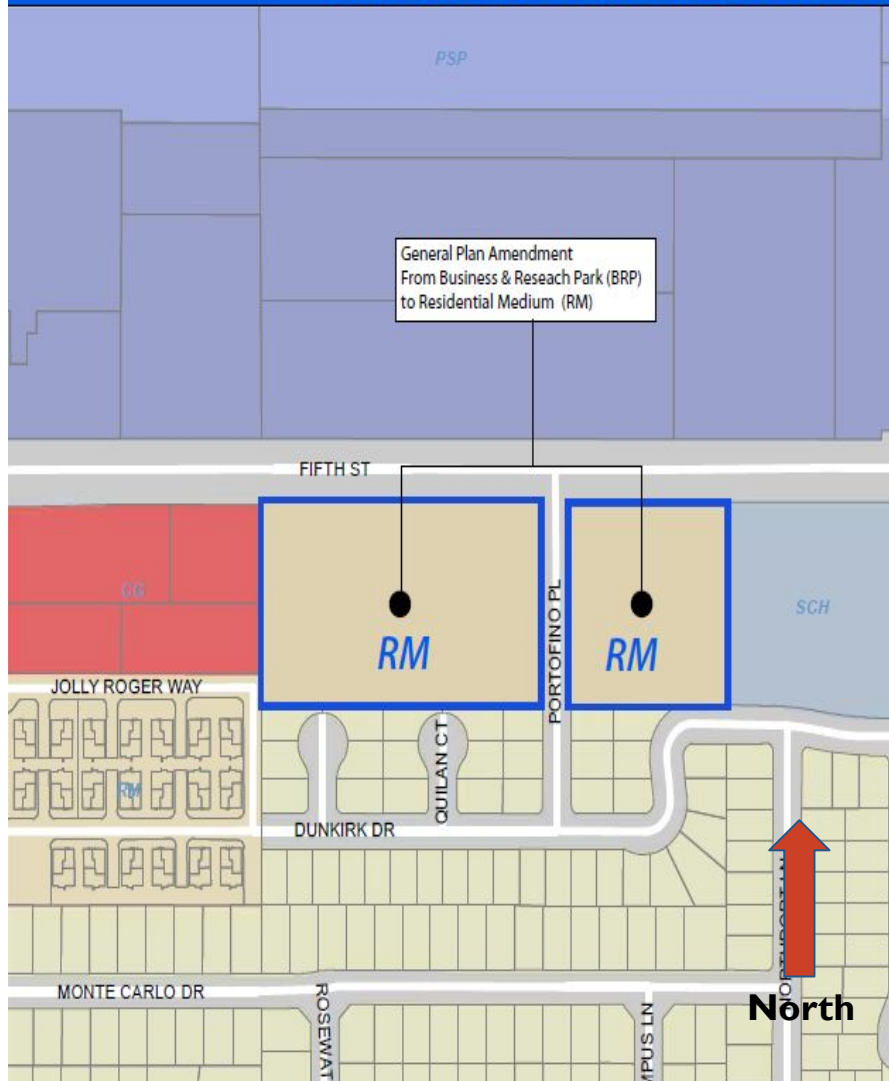
- Project located within Oxnard Airport Sphere of Influence
- Limits the structural coverage to 25 percent and total height to 25 feet
- Project is designed to be consistent with the 25 percent allowable site coverage and 25 feet maximum height limit
- Mitigation Measures require buffers as well as review by the Federal Aviation Administration.

General Plan Amendment & Zone Change

- GPA request is to change the general land use designation from Business Research Park to Residential Medium (RM) to allow for a residential project
- Project site is located on Fifth Street- a designated scenic corridor
- Project as designed complies with new RM land use designation and General Plan policies
- Zone Change request to change zoning from BRP to Residential Multiple-Family (R-2) to be consistent with GPA request (RM)
- Project designed to meet R-2 development standards

GPA & ZC

2030 General Plan Land Use Amendment



Zone Change Map



Tract Map



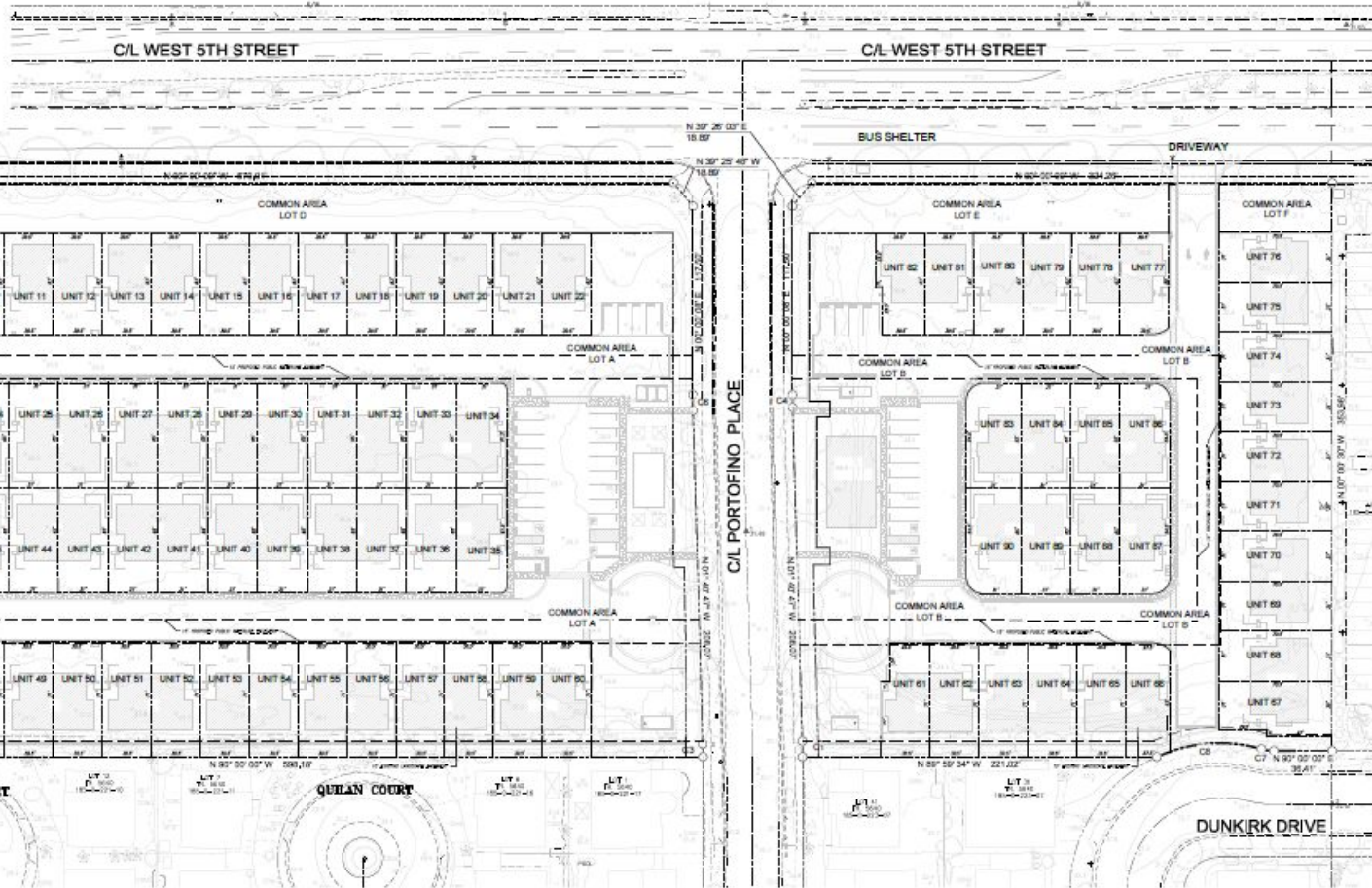
VICINITY MAP

PORTOFINO PLACE TOWNHOMES

TRACT NO. XXXX

A TENTATIVE CONDOMINIUM MAP FOR
CONDOMINIUM PURPOSES

APNS 185-0-221-025, 185-0-221-265, & 185-0-223-015



TENTATIVE CONDOMINIUM MAP FOR CONDOMINIUM PURPOSES

Circulation

- Project accessed by Fifth Street and bisected by Portofino Place
- The project is conditioned to provide for offsite improvements such as:
 - Pedestrian safety enhancement along Fifth St. by retrofitting existing street lights along the project frontage with 4000k LED lights.
 - Project shall construct two (2) traffic calming devices on Portofino Place- Fifth Street and Dunkirk Drive
 - All internal drive aisles shall be designed and maintained as Fire Lanes for parking regulatory and enforcement purposes.
- Addendum MND 2004-11 analyzed vehicle miles travelled (VMT) as required by the California Environmental Quality Act
 - Commercial project: 5,172,230 VMT/annually
 - Proposed project: 1,812,497 VMT/annually

Inclusionary Ordinance

- Inclusionary Ordinance requires 10 percent of the units as affordable
- Project has been conditioned to offer to:
 - Rent or sale to households with annual incomes at or below fifty percent (50%) of AMI for Ventura County
 - Three (3) three-bedroom units
 - Two (2) two-bedroom units
 - Rent or sale to households with annual incomes at or below eighty percent (80%) AMI for Ventura County.
 - Two (2) two-bedroom units
 - Two (2) three-bedroom units
- City and Developer have negotiated agreement to ensure units will be offered to appropriate households

Community Workshop

- April 20, 2020 Community Workshop
- Public Comments focused on:
 - Traffic along Fifth Street
 - Traffic generated by nearby school during the drop-off and pick-up
 - Traffic signal at the intersection of Fifth Street and Portofino Place
 - Airport proximity
 - Additional traffic to Dunkirk Drive
- Petition Received

Prior Environmental Review

- In 2004, an MND (No. 04-11) evaluated Commercial development on the project site
- Project site was found to be suitable for commercial development
- 10-acre adjoining site was found suitable for residential development.
- There were no Significant and Unavoidable Impacts identified in the 2004 MND
- Mitigation measures were incorporated into conditions of approval

Current Environmental Review

- An Addendum to MND 2004-11 was prepared
- Residential project is a less intensive use than the commercial project analyzed in the previous MND
 - Less traffic volume.
- Addendum concludes that the proposed project would
 - not create any new significant impacts or increase the severity of impacts
 - No new significant effects identified
- All mitigation measures included as conditions of approval in the Special Use Permit Resolution.

Current Environmental Review - Mitigation Measures

- Air Quality
 - Emissions and dust control
 - Street sweeping during construction
- Cultural Resources and Tribal Cultural Resources
 - Monitoring
- Geology and Soils
 - Geotechnical - liquefaction & compressible soil
- Land Use and Planning
 - FAA Notifications
- Noise
 - Airport Noise Disclosure

Recommendation

That the City Council:

- a) Adopt a Resolution 2021-XX adopting Addendum No. 1 to previously adopted Mitigated Negative Declaration (MND) 2004-11; and
- b) Adopt a Resolution 2021-XX approving Planning and Zoning Permit No. 20-620-02 (General Plan Amendment) to change the land use designation of the project site from Business Research Park (BRP) to Residential Medium (RM), and
- c) Adopt Resolution 2021-XX approving Planning and Zoning Permit No. 20-570-02 (Zone Change) to change the zoning of the project site from Business Research Park to Multiple-Family (R-2), and

Recommendation

That the City Council:

- d)** Adopt a Resolution 2021-XX approving Planning and Zoning Permit No. 20-300-02 (Tentative Subdivision Map for Tract No. 6064), subject to certain findings and conditions, and
- e)** Approve an Affordable Housing Agreement.



End of Presentation



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. N.1

DATE: January 18, 2022

TO: City Council

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

SUBJECT: City of Oxnard Tree Program Review. (10/10/10)

RECOMMENDATION

That the City Council receive and file the City of Oxnard Tree Program Review conducted by Dudek.
(Public Works and Transportation Committee approved 3-0.)
(Presentation will be live upon consultant's request.)

BACKGROUND

In 2021, the Public Works Department bid and selected the consultant team, Dudek, to conduct a comprehensive review of the City's tree program. Dudek was provided with key insights into City practices, datasets for analysis, and contact information to coordinate with internal and external stakeholders. Dudek analyzed the 1988 Landscape Standards and City Code Tree Ordinance to determine specific areas that could be improved. These recommendations are contained in the Tree Program Review. Additionally, Dudek did an analysis of the City tree inventory, operating budget, and staffing levels, then compared this information to other cities of similar size.

It should be noted that in 2020, City staff made several presentations regarding the restoration of tree and landscape maintenance throughout the City. In these presentations, the tree estimate was 56,000. This number was based on an older estimate from a 2013 tree inventory by West Coast Arborists (WCA). This year, staff reviewed the 2013 WCA inventory and compared that information with current GIS data. The result is a current estimate of 48,806 trees, composed of 137 genera and 261 species. These trees are in sites such as parks, streets, medians, parkways, front/side yards within the public rights-of-way, and open space areas.

This Review does not provide recommendations for individual trees that are planted throughout the City, but rather guidelines to use with dominant species, site conditions to prioritize, and summaries of current practices and tree assets.

DISCUSSION

The intent of the Tree Program Review (Review) is to provide the information necessary to make informed decisions about the future management of citywide trees and the creation of a City Urban Forest Management Plan.

The Review has three recommendations:

1. The City Must Provide Funds to Support Urban Forest Maintenance.

At its current staffing levels, the City does not have enough staff members to complete maintenance requests in a timely manner, nor establish a routine maintenance cycle for City-owned trees. The City employs 7.23 fewer FTEs than the average municipal tree program when compared to cities with population sizes similar to Oxnard. Investing in the management and maintenance of the City's tree inventory will contribute to mitigating defects before failures occur, and potentially decrease the costs incurred from liability claims filed against the City.

2. The City Should Complete a Financing Study of the Tree Program.

Further information is needed to fully understand the budget and financing implications of increased tree maintenance and management activities of the Tree Program. A detailed understanding of what the City will need to sustainably manage the tree population will provide decision makers with a clear picture of the per-tree costs to plant and water new trees, maintain an industry standard pruning cycle (e.g. 3-5 years), remove dead trees, and other management actions.

3. The City Should Complete an Urban Forest Management Plan (UFMP) to Guide Long-Term Budget and Management Decisions.

In conjunction with, or immediately following a financing study, the City should begin the process to develop an UFMP. The UFMP would establish a vision and goals for the Tree Program based on the priorities and values of staff, elected officials, residents, business owners, and other stakeholders. The goals would not only provide the basis for annual totals of trees to plant, prune, and remove, but also strategies to increase community participation, determine City-wide canopy cover, and prioritize where resources would be most effectively used.

The key findings of the Tree Program Review include:

Current funding and staffing levels are below what is needed to manage the City tree inventory.

Current funding levels allow for one tree trimmer and one groundworker to conduct various tree maintenance services including pruning, establishment care, pest management, and watering of the trees within the City's tree inventory. As a result, City tree maintenance is largely conducted in reaction to resident requests, with little active maintenance of the City's 33,654 General Fund trees. Cities with populations comparable to Oxnard (100,000–249,000) have an average of 11.8 Full-Time Equivalent (FTE) positions for the management of the City tree population whereas the City currently only has 2 dedicated FTEs. Additionally, other cities with populations comparable in size to Oxnard have annual tree maintenance budgets of \$1.3 to \$1.9 million. This variation in maintenance budgets depends largely on the number of trees in each city. The FY 2021-22 Oxnard budget has \$920,741 for General Fund tree maintenance. However, \$354,641 is for staff and administration and \$566,100 is for the one-time-only Measure E grid pruning of 6,660 trees within the arterial streets. The Special Districts Division is responsible for 15,152 trees within the City tree inventory and has spent \$134,586, mostly in Riverpark CFD, for contracted tree maintenance services since July 1, 2021.

The City needs to complete an updated tree inventory.

An inventory of City managed trees was last completed in 2013 by West Coast Arborists. This inventory was reviewed by staff in 2021 using the City GIS system and found the current number to be approximately 48,806. The City tree inventory should be updated every 3-5 years so City leadership can base decisions on current and accurate data. . Maintaining the inventory can be accomplished if the City can actively maintain all trees in its inventory.

The City-managed tree inventory is not prepared for climate change.

Climate change is predicted to cause substantial negative impacts to commonly planted street tree species in California. Based on available research and data, up to 34% of Oxnard's tree inventory contains species that are predicted to be heat- or water-sensitive in the next 30–100 years.

The 1988 Landscape Standards must be updated.

The 1988 Landscape Standards document is used by multiple City departments to make tree management decisions. Updating the Landscape Standards is an opportunity to strengthen tree protection policies, implement a new tree species palette for City Departments and developers, and improve tree planting standard details. In addition, the Landscape Standards document is the basis for establishing the City as the responsible party for maintaining trees in areas that other comparable cities are typically not responsible to maintain, such as front yards, walls and fences, and residential tract entries.

The City would benefit from an Urban Forest Management Plan.

The findings presented in this Review describe the current state of the City's Tree Program. This Review should be the first step of a comprehensive urban forest management plan (UFMP) process that provides a roadmap for tangible actions the City can take towards sustainable funding and management of its urban forest program. A UFMP will provide the framework for the management practices and policies that will help guide the City toward a resilient urban forest.

Future considerations that will be brought to the City Council include:

Tree Inventory.

Staff and consultants are working together to analyze the tree inventory to validate the estimated count, while also identifying areas where replacement, new planting, and removal are necessary based on the criteria provided in this Tree Program Review. A key question will be, "Should the City continue to be responsible for maintaining trees that are on private property, but within the public right-of-way?". This accounts for nearly 50% of the total City tree inventory and therefore has long-term budget implications for a sustainable program.

Tree maintenance budget and staff size.

Staff and consultants will analyze the maintenance and services that are required for a 3 - 5 year pruning cycle. Based on a future policy-level decision to continue maintaining the residential trees within the public right-of-way, the costs, staff size, and contractor options will be presented to the City Council for future budget consideration.

Revise 1988 Landscape Standard and City Code

Both the Public Works and the Community Development Departments will work together to provide recommendations to the City Council for revisions of the Landscape Standards and City Code that meet the needs of the community, increase efficiency, and address issues of climate change and water reduction.

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 fiscal impact for the recommended action. The cost for the professional services agreement with Dudek was \$40,000. Any future Financing Studies or the development of an Urban Forest Management Plan will require additional funding, which staff will recommend in future operating budgets for the Council's consideration.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on December 28, 2021 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. Oxnard Tree Program Review Report



TREE PROGRAM REVIEW

**CITY OF
OXNARD**
December 2021

38 North Marengo Avenue / Pasadena, CA 91101 / 626.204.9800

DUDEK

DRAFT

City of Oxnard

Tree Program Review

DECEMBER 2021

Prepared for:

CITY OF OXNARD

300 West 3rd St.
Oxnard, California 93030
Contact: Steve Howlett

Prepared by:

DUDEK

38 N Marengo Ave
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Urban Forester
ISA Certified Arborist #WE10316-A
ISA Tree Risk Assessment Qualified
ISA Municipal Specialist

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Acronyms and Abbreviations

Acronym/Abbreviation	Definition
ANSI	American National Standards Institute
DSH	diameter at standard height
FTE	full-time equivalent
ISA	International Society of Arboriculture
UFMP	urban forest management plan
WCA	West Coast Arborists

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1 Introduction

1.1 City Context

Originally inhabited by the Chumash tribe of Native Americans, the area now known as the City of Oxnard (City) was colonized by Spanish explorers and later settled by immigrants from the American East Coast and Europe. The City is located on the Oxnard Plain, a fertile area where diverse agricultural products are grown. Native plant communities in Oxnard include coastal sage scrub, California Annual Grassland, and Coastal Dune Scrub species. However, due to its agricultural history, much of Oxnard's native plant communities have been cleared to make way for agricultural fields and industrial and commercial development. The City was incorporated in 1903, and today is the most populous City in Ventura County. As of 2021, the City owns and manages an estimated 48,806 trees, composed of 137 genera and 261 species. These trees are in sites such as parks, streets, medians, parkways, front/side yards in the public rights-of-way, and open space areas. These trees, and the staff and departments that manage them, form the basis for this Tree Program Review.

1.2 Developing the Tree Program Review

In 2021, the Department of Public Works and the consultant team (Dudek) began conducting a comprehensive review of the City's tree program. The Department of Public Works provided Dudek with key insights into City practices, data sets for analysis, and contact information and coordination with internal and external stakeholders. The following sections detail the analyses and processes that Dudek took when developing the Tree Program Review.

The Review does not provide recommendations for individual trees that are planted throughout the City, but rather guidelines to use with dominant species, site conditions to prioritize, summaries current practices and tree assets, and recommendations for suggested changes to policies and programs. The following steps comprise the components of the Review.

1.2.1 Analysis of City Documents

This review analyzed the 1988 Landscape Standards and City Tree Ordinance to determine specific areas that could be improved to progress the City towards a sustainable urban forest. The documents were reviewed using International Society of Arboriculture (ISA) best practices for tree preservation and protection, as well as current research, and experience of the consultant team municipal codes and ordinances. Multiple areas of the documents will require review and updating by the City to align with current management standards and best practices. The areas requiring updating are noted within the document and provided context for how the individual sections can be improved.

1.2.2 City Interviews

Understanding the functions of the City's Tree Program and the departments that execute decisions related to trees was informed by interviews with City staff, elected officials, and external stakeholders. The interviews explored the role each stakeholder had in influencing City tree management, clarified internal City procedures, and informed

areas where the City could improve management of the urban forest. The list of City staff and stakeholders who participated in the Tree Program Review interview process included the following individuals:

- Joe Perez, City Arborist
- LeAnne Daley, City Paralegal
- Bert Perello, City Councilmember
- Juan Martinez, City Planner
- Philip Schwieder, Streets Manager
- Jesse Cervantes, Tree Trimmer
- Jessica Hill and Yolanda Gravidoni, George Hill Associates
- Alexander Nguyen, City Manager
- Michael Mercurio, Community member

1.2.3 Analysis of City Tree Inventory

West Coast Arborists (WCA) completed the City's tree inventory in 2013. The scope of the inventory included collecting tree location and arboricultural attribute information of City-owned trees within the City limits, including public sidewalks, parkway strips, street medians, public rights-of-way, parks, and other accessible City-owned property. The inventory was analyzed using sustainability metrics to understand the management practices that are used and may need to be improved to have the most meaningful impact on tree health and safety.

1.2.4 Analysis of Budget and Staffing Levels

Based on information generated during project team meetings and City staff interviews, an analysis of the City's current staffing levels was conducted and compared to municipalities with tree programs and populations similar to Oxnard. Recommended Tree Program budgets were generated using current City of Oxnard salary, benefit, and equipment rates.

1.2.5 Site Visit

On September 16, 2021, Dudek conducted a site visit with City Arborist Joe Perez to tour areas of the City that were demonstrative of the types of issues its trees face. Photographs and notes were taken during the site visit, and insights and recommendations made during the site visit were incorporated into this Review.

1.3 Key Findings

1.3.1 Current Staffing and Funding Levels Are Below What Is Needed to Manage the City Tree Inventory

Current funding levels allow for one tree trimmer and one groundworker to conduct all tree pruning, maintenance, establishment care, pest management, and watering of an estimated 48,806 trees in the City tree inventory. As a result, City tree pruning and maintenance is largely conducted in reaction to resident requests, with little active maintenance of

trees. The City will need to consider if it is willing to increase funding to manage all trees in the City inventory, or amend language in the 1988 Landscape Standards that would redefine which trees are considered the responsibility of the City. Amending language in the Landscape Standards has the potential to transfer the responsibility of 22,356 trees from the City back to property owners, and greatly reduce the level of funding needed to manage the tree inventory.

1.3.2 The City Needs to Complete an Updated Tree Inventory

An inventory of City managed trees was last completed in 2013 and should be updated so City leadership can base decisions on current and accurate data. The City should complete a new inventory and establish a mechanism to ensure data for each tree is no more than 3–5 years old at any given time. Maintaining the inventory can be accomplished if the City can actively maintain all trees in its inventory.

1.3.3 The City-Managed Tree Inventory Is Not Prepared for Climate Change

Climate change is predicted to cause substantial negative impacts to commonly planted street tree species in California. Based on available research and data, up to 34% of Oxnard's tree inventory contains species that are predicted to be heat- or water-sensitive in the next 30–100 years. Because the City has the potential to lose approximately one-third of its tree species, City leadership will need to critically examine its tree inventory and street tree planting palette to understand which species are poorly performing, whether these species should be removed or phased out, and which species should be used for replacement.

1.3.4 Landscape Standards Must Be Updated

The 1988 Landscape Standards document is used by multiple City departments to make tree management decisions. The document is out-of-date and provides guidance that is no longer consistent with current state or arboricultural industry best management practices. Updating the Landscape Standards is an opportunity to strengthen tree protection policies, implement a new tree species palette for City Departments and developers, and improve tree planting standard details.

In addition, the Landscape Standards document is the basis for establishing the City as the responsible party for maintaining trees in areas that other comparable cities are typically not responsible to maintain, such as front yards, walls and fences, and residential tract entries. It does not seem reasonable to expect City staff to have this level of responsibility without a robust budget to fund additional positions.

1.3.5 The City Would Benefit from an Urban Forest Management Plan

The findings presented in this Review describe the current state of the City's Tree Program. This Review should be the first step of a comprehensive urban forest management plan (UFMP) process that provides a roadmap for tangible actions the City can take towards sustainable funding and management of its urban forest program. A UFMP will provide the framework for the management practices and policies that will help guide the City toward a resilient urban forest. A UFMP will set the ideal state of the urban forest over a 40-year planning horizon, establish a vision and guiding principles that prioritize how the City will approach its ideal progress, and generate a strategic plan for City staff to keep track of implementation and monitoring of the actions stated in the plan.

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2 City Inventory Review

The City's most recent tree inventory was completed in 2013 by West Coast Arborists (WCA). The City has maintained a contract with WCA since 2000, and each time WCA is contracted to trim and maintain a specific tree, they update the tree's inventory records. Because WCA is not contracted to maintain all trees, the age of the records ranges from 2010–2021, with most records not updated since the 2013 inventory.

A comprehensive review of the tree inventory data was conducted to quantify the environmental services and economic benefits that the City-owned trees provide and to analyze several sustainability indicators. Because of the age of the inventory, it is most likely that the tree conditions have changed since they were first inventoried. However, it is not anticipated that an updated inventory would have a significant impact on the analysis of environmental services, species diversity, age diversity, and climate resiliency. Dudek recommends that the City should update its inventory and ensure all tree data is no more than 3–5 years old by updating records during regular maintenance visits.

2.1 Environmental Services and Economic Benefits

2.1.1 Environmental Benefits

Trees provide a significant number of environmental services and benefits that hold real economic value for the City. To help quantify how valuable trees are to communities, the U.S. Forest Service developed the software i-Tree Eco (USFS 2020). The program uses individual tree inventory records to determine environmental benefits of a city's street trees, both in terms of quantity and economic value.¹ The estimated environmental services provided by trees in the inventory are presented in Table 1. Carbon sequestration is the amount of carbon the City's inventoried trees remove from air. Avoided runoff represents how much rainfall is being diverted from the stormwater management system by the canopy of trees, and air pollution removal includes removing particulate matter and surface level ozone.

¹ i-Tree Eco quantifies the economic value of environmental benefits by considering local, state, and federal prices.

Table 1. Annual Environmental Services and Benefits Provided by City-Managed Trees

Service	Annual Environmental Benefit	Annual Environmental Impact	Annual Economic Value
Carbon Sequestration (carbon removed from air)	552.3 tons removed	The carbon removed from the air by the City's tree inventory is equivalent to the carbon emissions from 400 cars driven for 1 year.	\$94,500
Avoided Runoff	2,391,522 gallons stored	The water that is absorbed by the City's tree inventory is equivalent to 59,788 bathtubs.	\$21,400
Pollution Removal	14.55 tons removed	The pollution that is removed by the City's tree inventory is equivalent to 14,589 pounds of burned coal.	\$208,000

Sources: City of Oxnard Tree Inventory (West Coast Arborists 2013); i-Tree Analysis (USFS 2020).

In addition to these environmental benefits, Oxnard's tree inventory provides additional value to the community. The environmental benefits of trees are felt on a local, street-by-street or home-by-home basis, where tree canopies increase property values and provide shade, cooling, stormwater reduction, and increased public health outcomes. The services that Oxnard's trees provide contribute directly to the quality of life in the City and can be used as opportunities to encourage residents and business owners to participate in urban forest programs.

2.1.2 Economic Value

The structural value of the City's tree inventory represents what it would cost to replace all trees with the same species, size, and condition (Table 2). The functional value represents the annual value of the environmental services that the trees provide.

Table 2. Financial Value of City-Managed Trees

Value	Description	Asset Amount	Per-Tree Value
Number of City managed trees		48,806	
Structural	Tree replacement cost	\$176,000,000	\$3,606
Functional	Value based on the services trees perform	\$323,600	\$6.63
Carbon Storage (carbon held in tree)	18,550 tons stored	\$3,160,000	\$64.75

Sources: City of Oxnard Tree Inventory (West Coast Arborists 2013); i-Tree Analysis (USFS 2020).

Each tree in Oxnard's inventory has an average City asset value of \$3,606. The functional value represents the annual value of the environmental services that the trees provide (\$323,600/year). Each tree delivers approximately \$71.38 in ecosystem services based on the combined functional value and carbon storage each

year. This value is lower than the average value of the ecosystem services street trees in California perform (\$110.63) (McPherson et al. 2016). However, the decreased value could be in part due to the immature and young composition of the City's trees (see Section 2.3, Age Distribution).

2.2 Species Diversity Summary

The species diversity of a city's tree inventory informs its overall ability to be resilient to threats. Cities with uniform tree species are more susceptible to catastrophic loss from pests, diseases, and weather events. One suggested urban forest sustainability metric is that a city's tree inventory should contain no more than 10% of any one species, 20% of any one genus, or 30% of any one family (Miller and Miller 1991; Richards 1983; Ball et al. 2007). Though these recommendations are not definitive, they provide useful guidelines to measure the vulnerability of the City's tree population. To further ensure the City's trees are resilient to threats, Dudek refined the analysis to recommend the inventory contains not more than 5% of any one species, 10% of any one genus, or 20% of any one family.

2.2.1 Top 10 Species and Genera

Oxnard's City-managed tree inventory consists of 48,806 trees, composed of 137 genera and 261 species. The top 10 tree genera make up 55% of City-owned trees (Table 3). All genera fall within the 10% recommendation, indicating a sustainable level of genus diversity. The top 10 species found in the City comprise 54% of the inventory, with southern magnolia (*Magnolia grandiflora*), queen palm (*Syagrus romanzoffiana*), carrotwood (*Cupaniopsis anacardioides*), and sweetgum (*Liquidambar styraciflua*) in excess of the 5% recommendation (Table 4). The species diversity of the City's inventory could be improved by planting fewer magnolias, queen palms, carrotwoods, and sweetgums. This topic will be discussed further in Section 2.4, Recommended Species Palette.

Table 3. Top 10 Genera in Oxnard's Tree Inventory

Genus Diversity Sustainability Goal: No Genus Greater than 10% of Inventory			
Rank	Genus	Number of trees	% of Inventory
1	<i>Magnolia</i>	4,066	8%
2	<i>Syagrus</i>	3,888	8%
3	<i>Cupaniopsis</i>	2,904	6%
4	<i>Liquidambar</i>	2,837	6%
5	<i>Cinnamomum</i>	2,530	5%
6	<i>Washingtonia</i>	2,471	5%
7	<i>Pyrus</i>	2,285	5%
8	<i>Lophostemon</i>	2,237	5%
9	<i>Metrosideros</i>	2,014	4%
10	<i>Pinus</i>	1,979	4%
Total		27,211	55%

Source: City of Oxnard Tree Inventory (West Coast Arborists 2013).



Oxnard's TOP 10 Species



Sustainability Goal: No species greater than 5% of the inventory



Meets Goal



Does Not Meet Goal

Table 4. Top 10 Species in Oxnard's Tree Inventory

Species Diversity Sustainability Goal: No Species Greater than 5% of Inventory				
Rank	Botanical Name	Common Name	Number of trees	% of Inventory
1	<i>Magnolia grandiflora</i>	Southern magnolia	3,996	8%
2	<i>Syagrus romanzoffiana</i>	Queen palm	3,888	8%
3	<i>Cupaniopsis anacardioides</i>	Carrotwood	2,904	6%
4	<i>Liquidambar styraciflua</i>	Sweetgum	2,741	6%
5	<i>Cinnamomum camphora</i>	Camphor	2,530	5%
6	<i>Washingtonia robusta</i>	Mexican fan palm	2,450	5%
7	<i>Lophostemon confertus</i>	Brisbane box	2,237	4%
8	<i>Metrosideros excelsus</i>	New Zealand Christmas tree	2,014	4%
9	<i>Tipuana tipu</i>	Tipu	1,827	4%
10	<i>Pyrus kawakamii</i>	Evergreen pear	1,567	3%
Total			26,154	54%

Source: City of Oxnard Tree Inventory (West Coast Arborists 2013).

2.2.2 Palms versus Shade Tree Comparison

i-Tree Eco was used to quantify the differences in environmental and economic benefits between palms and shade trees. The City of Oxnard owns 19 palm species, which collectively makeup 15% of the inventory. To make an even comparison, shade tree species were selected from the City inventory to provide a mix of tree sizes that mimic the City's overall tree distribution. An equal number of palms and shade trees were selected (7,525) (Table 5). The results of the comparison are provided in Table 6.

Table 5. Shade Tree Comparison Species

Botanical name	Common Name	Number	Size	% of Study Group
<i>Tipuana tipu</i>	Tipuana	1,827	Large	70%
<i>Pinus canariensis</i>	Canary island pine	1,163	Large	
<i>Platanus x hispanica</i>	London planetree	1,046	Large	
<i>Ficus microcarpa</i>	Indian laurel fig	571	Large	
<i>Platanus racemosa</i>	California sycamore	406	Large	
<i>Pinus eldarica</i>	Mondell pine	232	Large	
<i>Podocarpus macrophyllus</i>	Yew pine	249	Medium	11%
<i>Pittosporum undulatum</i>	Victorian box	239	Medium	
<i>Salix lasiolepis</i>	Arroyo willow	170	Medium	
<i>Fraxinus velutina</i> 'Modesto'	Modesto ash	135	Medium	
<i>Ceratonia siliqua</i>	Carob	25	Medium	
<i>Pyrus calleryana</i> 'Aristocrat'	Aristocrat callery pear	413	Small	19%
<i>Prunus cerasifera</i> 'Krauter Vesuvius'	Krauter Vesuvius plum	373	Small	
<i>Callistemon citrinus</i>	Crimson bottlebrush	347	Small	
<i>Lagerstroemia indica</i>	Crape myrtle	329	Small	

Table 6. Differences in Environmental and Economic Benefits between Shade and Palm Trees

	Total Carbon Storage (Tons)	Avoided Water Runoff (Gallons)	Structural Value
Shade Trees	3,976	453,506	\$33,329,658.09
Palms	548	195,800	\$6,532,924
Percent difference	725%	220%	510%

In this comparison, shade trees store 725% more carbon, absorb 220% more storm water runoff, and provide 510% more economic benefits in the form of city asset value. The City should consider developing a strategy to reduce the number of palms in the inventory in favor of shade trees to increase tree canopy, environmental services, and economic benefit of the City managed tree inventory.

The maintenance needs and costs are an important factor to consider when comparing shade trees and palms. Palm maintenance is typically conducted on an annual basis, while the optimal pruning cycle for shade trees is 5–7 years. The per unit maintenance costs of palms are less costly than shade trees, despite having greater frequency with which it needs to be conducted.

In the life span of an urban tree, shade trees and palms will reach a point of maturity in size that slows down the annual growth of leaf area and woody biomass. Palms have a fast growth rate, providing a limited short-term benefit of sequestering carbon, and a longer period of life at a mature size. Once they are mature, their environmental services stagnate. Maintenance costs on palms continue at the same annual rate to maintain aesthetic appeal and safety from falling fronds, but the environmental services and economic value remain static and low. With shade trees, there is a resulting equivalent increase in environmental services and value during this same mature stage, and this increase continues over a longer period. As such, the long-term maintenance costs of shade trees have a higher rate of return. If the number of palms in the City was reduced, funding that currently is spent for the annual palm pruning could be reallocated for planting and maintaining higher environmental service producing shade trees, and other urban forest program activities.

2.2.3 Climate Resiliency

Climate change is predicted to cause substantial negative impacts to commonly planted street tree species in California (McBride and Lacan 2018). Over the past century, average maximum temperatures in California have increased between 1.6°F to 2.5°F, and these temperatures are expected to continue to rise over the coming years. In coastal areas of Ventura County, temperatures are predicted to increase by 2°F–3°F by 2040 (Oakley et al. 2019). Longer, more intense periods of drought and more variable periods of precipitation with increased flooding (Swain et al. 2018), will make finding additional irrigation water or funding for irrigation improvements for street trees a challenge (McBride and Lacan 2018).

The City will need to critically examine its street tree palette to understand if it is prepared for these predicted weather and climate changes. Recent research by McBride and Lacan (2018) provides helpful findings that can help guide the City as it plans for its hotter, dryer future. The study selected 16 cities to represent the range of climate and weather conditions throughout California. It compared each cooler climate city with a warmer city counterpart, each having a climate that approximates what the cooler City will experience in the year 2099. The

City-managed tree inventory of each city was then compared to understand if there were any species that were absent from the warmer city's inventory.

The results of the study helped generate a list of 82 tree species that are likely to be unsuitable in future climate conditions. Table 7 presents the species in the Oxnard's tree inventory that appear on the study's list, which totals 34% of the City's inventory.

Table 7. Tree Species Oxnard's Inventory Predicted to be Heat- or Water-Sensitive

Botanical Name	Common Name	Number of Trees
<i>Magnolia grandiflora</i>	Southern magnolia	3,996
<i>Liquidambar styraciflua</i>	American sweetgum	2,741
<i>Lophostemon confertus</i>	Brisbane box	2,237
<i>Afrocarpus gracilior</i>	Fern pine	1,257
<i>Ulmus parvifolia</i>	Chinese elm	1,158
<i>Platanus X hispanica</i>	London plane	1,044
<i>Brachychiton populneus</i>	Bottle tree	925
<i>Ficus microcarpa 'Nitida'</i>	Indian laurel fig	571
<i>Platanus racemosa</i>	California sycamore	406
<i>Jacaranda mimosifolia</i>	Jacaranda	391
<i>Lagerstroemia indica</i>	Crape myrtle	329
<i>Pittosporum undulatum</i>	Victorian box	239
<i>Corymbia citriodora</i>	Lemon-scented gum	236
<i>Fraxinus uhdei</i>	Raywood ash	151
<i>Prunus cerasifera</i>	Purple-leaf plum	149
<i>Trachycarpus fortunei</i>	Windmill palm	128
<i>Betula pendula</i>	European white birch	107
<i>Cedrus deodara</i>	Deodar cedar	95
<i>Ginkgo biloba</i>	Maidenhair tree	94
<i>Hesperocyparis macrocarpa</i>	Monterey cypress	64
<i>Populus fremontii</i>	Fremont cottonwood	48
<i>Thuja occidentalis</i>	Arborvitae	33
<i>Cercis canadensis</i>	Eastern redbud	21
<i>Liriodendron tulipifera</i>	Tulip tree	18
<i>Morus alba</i>	White mulberry	14
<i>Acer saccharinum</i>	Red maple	11
<i>Tristanopsis laurina</i>	Water gum	9
<i>Koelreuteria paniculata</i>	Goldenrain tree	6
<i>Quercus rubra</i>	Red oak	4
<i>Broussonetia papyrifera</i>	Paper mulberry	1
<i>Juglans californica</i>	California walnut	1
Total		16,484
% of inventory		34%

Source: City of Oxnard Tree Inventory (West Coast Arborists 2013).

2.3 Age Distribution Summary

For most trees, a year's worth of growth is reflected as a ring inside the tree's trunk. When a tree is removed, the growth rings can be counted to accurately determine its age. The most common and least invasive method to approximate the age of the tree is by measuring the trunk diameter at 4.5 feet above the ground (diameter at standard height [DSH]). Since trees vary in size and growth patterns, using DSH to determine age can only be considered an estimate.

Richards (1983) established ideal DSH distributions for street trees analyzing age classes of urban forests. The rationale behind Richards' distributions ensures that an urban forest has a population of immature trees (40%) to replace failing or aging ones, young (30%) and middle-aged (20%) trees to provide the bulk of economic and environmental benefits, and relatively fewer mature trees (10%) that have most of their life behind them but provided significant environmental benefits for many years.

Table 8 shows the age distribution of all trees in the City inventory compared to Richards' recommended DSH distributions. The age distribution reflects a period of new tree plantings in the early 2000s as evident by the 2011 tree inventory data that shows 50% of the inventory is classified as young. There are fewer immature trees and middle-aged trees than recommended, and at a minimum, the City will need to replace trees as they are removed to ensure a continuation of environmental services. If the age trends continue as is without increased tree planting, the City can expect the tree's environmental services to increase as trees grow from young to mature. This will also result in increased maintenance costs as mature trees are more expensive to prune. Because a large tree planting effort happened within a short timeframe, it is expected that these trees would become senescent and require removal on a similar timeframe. If the City does not have a tree planting strategy to plant new trees to maintain the recommended age distribution it could experience a sudden and significant loss of canopy cover and environmental services as that will take years to recover.

Table 8. Age Distribution of Oxnard's Tree Inventory

Age Category	DSH (inches)	Number of Trees	Recommended Percentage of Tree Inventory	% of inventory
Immature	0-6	12,696	40%	26%
Young	7-18	24,589	30%	50%
Middle-aged	19-24	6,399	20%	13%
Mature	25+	5,121	10%	10%

Sources: City of Oxnard Tree Inventory (West Coast Arborists 2013); Richards 1983.

2.4 Recommended Species Palette

A vital component of developing and maintaining the City's urban forest is the ability of the City to preserve tree health and vigor for multiple decades. This process begins when the tree species are selected for a particular location. Proper tree species selection will help develop an urban forest that is resilient and adapted to climate change. The criteria to include a tree species in the palette is based on Table 9:

Table 9. Criteria for Recommended Tree Species Palette

Criteria	Indicator	Reference
Climate adaptability	Tree species that are expected to be adapted to Oxnard's predicted climate conditions over the next 100 years.	McBride and Lacan 2018
Drought Tolerance	Tree species with low or very-low water use requirements. Tree species with medium water use requirements should be limited. No high water use species were selected.	Water Use Classification of Landscape Species (WUCOLS) ratings (Costello and Jones 2014)
Species Diversity	Planting palette includes enough species to maintain species diversity goals	City Inventory Data
Spacing Requirements	Tree species can maximize canopy spread without interfering with infrastructure	SelecTree, presented by the Urban Forest Ecosystems Institute at Cal Poly (UFEI 2021)

The recommended tree species palette contains 41 tree species that are expected to thrive over the next 100 years. This list provides enough species to maintain diversity levels, and a variety of sizes to meet spacing restrictions. The recommended species list will need periodic review to ensure the selected species are still appropriate for the environmental conditions within the City.

Table 10. Recommended Species Palette

Genus	Species	Common Name	Evergreen (E) Deciduous (D) Conifer (C)	Size Classification	Height (Feet)	Crown Spread (Feet)	Spacing between trees (Feet)	Minimum Planter Space (Feet)	Utility Friendly	WUCOLS rating	Regionally Native
<i>Afrocarpus</i>	<i>falcatus</i>	Fern pine	E.	Large	40+	20-40	30-35	8	No	Moderate/Medium	No
<i>Angophora</i>	<i>costata</i>	Sydney red gum	E.	Large	65	30-50	30-35	8	No	Low	No
<i>Arbutus</i>	<i>marina</i>	Marina madrone	E.	Medium	40-50	40	30-35	6	No	Low	No
<i>Bauhinia</i>	<i>variegata</i>	Purple orchid tree	D.	Medium	35	20-35	15-20	4	No	Moderate/Medium	No
<i>Callistemon</i>	<i>citrinus</i>	Lemon bottlebrush	E.	Medium	25	25	15-25	4	No	Low	No
<i>Cassia</i>	<i>leptophylla</i>	Gold medallion tree	D.	Small	25	30	20-25	4	No	Moderate/Medium	No
<i>Casuarina</i>	<i>cunninghamiana</i>	River she-oak	E.	Large	70	30	20-30	8	No	Low	No
<i>Cedrus</i>	<i>deodara</i>	Deodor cedar	C.	Medium	40+	40+	35-40	10	No	Low	No
<i>Cercis</i>	<i>candensis</i>	Eastern redbud	D.	Small	-20	-20	20-25	4	Yes	Moderate/Medium	No
<i>Cercis</i>	<i>occidentalis</i>	Western redbud	D.	Small	-20	-20	20-25	4	Yes	Low	Yes
<i>Celtis</i>	<i>laevigata</i> var. <i>reticulata</i>	Netleaf hackberry	D.	Medium	35	25-30	15-20	6	No	Low	No
<i>Chilopsis</i>	<i>linearis</i>	Desert willow	D.	Medium	20-40	20-40	20-25	4	No	Very Low	Yes
<i>Chionanthus</i>	<i>retusus</i>	Chinese fringe tree	D.	Small	20	6-12	10-15	4	Yes	Moderate/Medium	No
<i>Chitalpa</i>	<i>tashkentensis</i>	Chitalpa	D.	Medium	20-40	20-40	30-35	4	Low	Yes	Yes
<i>Cordia</i>	<i>boissieri</i>	Texas olive	E.	Small	20	10-15	10-15	4	Yes	Low	No
<i>Corymbia</i>	<i>papuana</i>	Ghost gum	E.	Medium	30-50	20-35	30-35	6	No	Low	No
<i>Dalbergia</i>	<i>sissoo</i>	Indian rosewood	D.	Large	60	30-40	25-30	8	No	Low	No
<i>Ebenopsis</i>	<i>ebano</i>	Texas ebony	E.	Medium	40	30-40	15-40	8	No	Low	No
<i>Geliera</i>	<i>parviflora</i>	Australian willow	E.	Medium	35	20	15-20	6	No	Low	No
<i>Handroanthus</i>	<i>avellandedae</i>	Pink trumpet	D.	Medium	20-40	20-40	30-35	4	Yes	Moderate/Medium	No
<i>Koeleruteria</i>	<i>bipinnata</i>	Chinese flame tree	D.	Medium	20-40	20-40	20-25	6	No	Moderate/Medium	No
<i>Laurus</i>	<i>nobilis</i>	Sweet bay	E.	Medium	15-40	15-30	20-25	6	No	Low	Yes
<i>Lophostemon</i>	<i>confertus</i>	Brisbane box	E.	Medium	50	10-30	30-35	10	No	Moderate/Medium	No
<i>Lyonothamnus</i>	<i>f. var. asplenifolius</i>	Catalina Ironwood	E.	Medium	40	15-20	15-20	6	No	Low	Yes
<i>Melaleuca</i>	<i>linariifolia</i>	Flatleaf paperbark	E.	Medium	30	20-25	15-20	6	No	Low	No
<i>Melaleuca</i>	<i>stypellifolides</i>	Prickly melaleuca	E.	Medium	40	10-20	15-20	6	No	Low	No

Table 10. Recommended Species Palette

Genus	Species	Common Name	Evergreen (E) Deciduous (D) Conifer (C)	Size Classification	Height (Feet)	Crown Spread (Feet)	Spacing between trees (Feet)	Minimum Planter Space (Feet)	Utility Friendly	WUCOLS rating	Regionally Native
<i>Parkinsonia</i>	<i>praecox</i>	Sonoran palo verde	D.	Small	20	20	15-20	4	Yes	Low	No
<i>Parkinsonia</i>	x 'Desert Museum'	Desert museum palo verde	D.	Small	20	20-25	15-20	6	Yes	Very Low	No
<i>Pinus</i>	<i>edularica</i>	Afghan pine	C.	Medium	40+	20-40	30-35	8	No	Very low	No
<i>Pistacia</i>	<i>chinensis</i>	Chinese pistache	D.	Medium	40+	40+	30-35	6	No	Low	No
<i>Prosopis</i>	<i>glandulosa 'Maverick'</i>	Thornless honey mesquite	D.	Medium	35	25-35	15-25	6	No	Low	No
<i>Prunus</i>	<i>ilicifolia</i>	Hollyleaf cherry	E.	Small	30	10-25	15-20	4	Yes	Very Low	Yes
<i>Quercus</i>	<i>agrifolia</i>	Coast live oak	E.	Large	40+	40+	30-35	10	No	Very Low	Yes
<i>Quercus</i>	<i>engelmannii</i>	Engelmann oak	D.	Large	65	80-120	15-65	10	No	Very Low	Yes
<i>Quercus</i>	<i>ilex</i>	Holly oak	E.	Medium	30-60	30-60	30-35	8	No	Low	No
<i>Quercus</i>	<i>suber</i>	Cork oak	E.	Medium	20-40	20-40	20-25	8	No	Low	No
<i>Quercus</i>	<i>tomentella</i>	Island oak	E.	Large	50	25-40	20-25	8	No	Low	Yes
<i>Searsia</i>	<i>lancea</i>	African sumac	E.	Medium	30	20-35	20-25	6	No	Low	No
<i>Stenocarpus</i>	<i>sinuatus</i>	Firewheel tree	E.	Medium	30	15	10-15	6	No	Moderate/Medium	No
<i>Tipuana</i>	<i>tipu</i>	Tipu	D./E.	Large	40+	40+	35-40	10	No	Low	No
<i>Tristaniaopsis</i>	<i>laurina</i>	Water gum	E.	Medium	20-35	15-30	20-25	4	Yes	Moderate/Medium	No
<i>Vachella</i>	<i>farnesiana</i>	Sweet acacia	D.	Medium	25	15-25	15-25	6	Yes	Very Low	No

Note: WUCOLS = Water Use Classification of Landscape Species

3 Staffing and Budget Review

3.1 Staffing

The number of staff available to perform tree management and maintenance tasks is a critical element of a sustainable forest. The Department of Public Works conducts the City's tree-related maintenance. The current full-time equivalent (FTE) split of positions dedicated to the City's tree program are presented in Table 11.

Table 11. City of Oxnard Tree-Related Staff Positions

Positions	FTE	Salary Funding
Parks Maintenance Supervisor	0.6	\$76,340.30
Parks Manager	0.12	\$15,865.44
Senior Tree Trimmer	0.9	\$66,886.72
Tree Trimmer I	0.9	\$64,280.41
Senior Groundswoker	0.4	\$29,536.00
Groundswoker I	0.9	\$62,020.62
Office Assistant II	0.75	\$39,711.96
Total FTEs	4.57	
Budget Allocation		\$354,641

Note: FTE = full-time equivalent.

Due to issues with staffing and capacity, the majority of the City's tree maintenance is conducted only when residents submit a 311-request for City tree service. During City staff interviews, several interviewees mentioned that there is a consistent backlog of maintenance requests, and given the number of trees that the City owns and the number of staff who are able to conduct the work, it is not possible to respond to the requests in a timely manner. The City retains an annual \$20,000 on-call contract with WCA to maintain certain trees as emergent issues arise. Table 12 describes the quantity of emergency calls WCA and City staff have responded to since 2019.

Table 12. Emergency Tree Calls between 2019 and 2021

Year	Number of Emergency Tree Calls
2019	29
2020	62
2021	111
Total	202
Average	67

In 2016, an urban and community forestry census was published that detailed the activities of 667 municipal tree management programs throughout the country (Hauer and Peterson 2016a). Of the respondents, 87 cities had populations comparable to Oxnard (100,000–249,000), and an average of 11.8 FTEs were involved in the management of the City tree population (Table 13). These FTEs held positions such as arborists, tree trimmers, clerical support/office staff, equipment operators, laborers, managers, contracted nonprofits, seasonal employees, truck

drivers, working foreman, and other (Hauer and Peterson 2016b). Oxnard's tree maintenance staffing is lower than the study average, and the City is not able to sustainably manage the urban forest at its current staffing level. The City should allocate more resources to the tree program to increase the number of staff positions, and fill those that are currently vacant.

Table 13. Mean Number of Urban Forest-Related Full-Time Equivalents at Municipalities Throughout the United States

Municipal Population	Number of Cities Surveyed	Mean Number of FTEs
2,500–4,999	47	3.3
5,000–9,999	35	3.1
10,000–24,999	41	4.7
25,000–49,999	121	5.3
50,000–99,999	146	6.3
100,000–249,999	87	11.8
250,000–499,999	20	18.3
500,000–1,000,000	9	18.2
1,000,000+	2	38.0

Source: Table adapted from Hauer and Peterson 2016a.

Note: FTE = full-time equivalent.

3.2 Budget

Based on the tree-related positions discussed in Table 11, and the WCA on-call contract, the tree program's labor budget is \$374,641. The lack of funds available for preventative maintenance has resulted in a largely reactive tree maintenance strategy. This type of maintenance is often more expensive than proactive tree pruning and has the potential to elevate the risk associated with a tree by not mitigating a defect in a timely manner.

Given the number of trees for which the City is currently responsible, the size of the City, and its history of emergency and routine maintenance requests, Dudek recommends the City should staff the tree program with four tree crews, each consisting of two tree trimmers, one groundswoker, and equipment and supplies. These 12.0 FTE positions would more closely align with the reported average of other comparable US municipalities. Three crews would be responsible for routine maintenance of the City's trees, which would allow the city to aim for the industry standard of a 5-7 year pruning cycle, and one crew would exclusively respond to emergency requests. The costs associated with each crew are presented in Table 14, and the number of trees each crew would be responsible for is presented in Table 15.

Table 14. Estimated Annual Costs per Tree Crew

	Annual Cost Per Crew
Staff	
Tree Trimmer I	\$72,500
Tree Trimmer II	\$79,750
Groundsworker I	\$73,500
Equipment & Supplies	
Chipper truck	\$10,350
Bucket truck	\$12,650
Pickup truck	\$9,000
Chipper	\$12,075
Chainsaws	\$958
Stump grinder	\$5,750
Fuel costs	\$19,380
Annual equipment maintenance	\$12,736
Miscellaneous annual supplies	\$15,000
Total	\$323,649

Table 15. Costs and Annual Tree Maintenance Responsibilities of Each Tree Crew

Crew	Number of trees needed to maintain a 5-7 year pruning cycle	Annual Costs
Routine Crew 1	2,711	\$323,649
Routine Crew 2	2,711	\$323,649
Routine Crew 3	2,711	\$323,649
Emergency Crew	67-100*	\$323,649
Total		\$1,294,596

*Note: The number of emergency requests will vary annually. This number is based on the 2019-2021 average presented in Table 12.

3.3 Comparison to other Cities

This Review can help the City determine appropriate funding levels by comparing the tree program budgets of other municipalities in similar size and population. Table 16 provides the budgets of various urban forest management programs throughout cities in California, and from survey respondents to the Hauer and Peterson study. Comparison cities were selected based on the amount of verifiable information for each city to provide an accurate baseline for funds needed to carry out management activities.

Table 16. Comparison of Municipal Urban Forest Management Funding

City	Population ^b	Tree Budget	Approximate Number of Publicly Managed Trees	Tree Budget Allocation per Tree
Oxnard	208,154	\$374,641	48,806	\$7.67
Survey respondents (n=78) ^a	100,00–249,999	\$1,368,607	73,723	\$44.85
Burbank	103,695	\$1,900,000	33,000	\$57.57
Irvine	281,707	\$1,500,000	65,000	\$23.07
San Francisco	874,961	\$19,000,000	236,000	\$80.51

Notes:^a Hauer and Peterson 2016^b United States Census Bureau 2019.

Oxnard spends less per tree than all cities highlighted in Table 16. Oxnard can only expect a certain level of tree maintenance and stewardship from the program's current funding levels. Of the 78 cities in the Hauer and Peterson survey, approximately 5% conduct maintenance on a similar time frame to Oxnard (only as-needed and/or on an emergency basis), and the higher average per-tree spending of these cities helps show a target for which the City could aim. If the City implemented the four tree crews mentioned above, the City's per-tree spending would increase to \$26.52.

The City of San Francisco has substantially more publicly managed trees and funding than Oxnard and understanding San Francisco's funding priorities and maintenance tasks may inform Oxnard's plans for the future of its urban forest. Internal program audits in 2012 and 2014 resulted in a 2016 ballot measure that requires the San Francisco to budget \$19 million per year on urban forest management. The funding supports City management of all trees in the public space (streets and parks), provides three years of establishment care to newly planted trees, and funded San Francisco's urban forest management plan and planting plan to increase canopy cover. In addition, San Francisco takes full responsibility for tree pruning and repairing sidewalk damage caused by trees.

3.4 Tree Liability Claims

The City retains a third-party administrator, George Hill Associates, to manage all liability claims the City receives. The third-party administrator analyzes claims and conducts any discovery necessary to make a liability decision. When a liability claim involves a City-owned tree, this process often includes investigating weather, tree species, maintenance records, and interviews with relevant City staff.

The City received 81 general loss property damage liability claims that involved trees between January 2018 and June 2021. At the time of this review, the City processed and closed 67 of these claims and 14 remain open. All open claims are expected to settle with the City incurring a cost. As such, these claims were included in the analysis. Of the 81 claims, the City was deemed liable for 46, totaling \$83,347 in incurred costs. Table 17 breaks down the type of damage submitted for a claim, the number of claims for which the City was deemed liable, and the total costs incurred for each type of damage.

Damage from branch failures was the most frequently filed claim and the City was deemed liable for 63% of the claims that were filed. Damage from whole tree failures was the next most numerous, and the City was deemed liable for 60% of the claims that were filed. Based on conversations with the third-party administrator, if the tree

had a known issue from a previous maintenance visit, or if work order requests were submitted by a resident but not addressed by the City, these factors made it more likely for the City to be deemed liable for the claim.

Damage caused by tree roots resulted in 24 claims filed, 10 claims liable, and \$30,686 in costs to the City. Damage caused by tree roots is usually the result of inappropriate tree species selected for the site. Species that are planted in an area that is too small for their size and stature are more likely to cause conflicts. These issues can be minimized if the correct species is planted in the area. The most expensive claims came from damage made to sewer systems, resulting in \$25,015 in costs to the City for one claim. City trees that caused damage to utility lines resulted in \$21,332 in costs to the City for two claims.

Table 17. Damage Associated with Tree Liability Claims filed against the City of Oxnard between 2018-2021

Type of Claim Damage										
	Branch Failure	Whole Tree Failure	Root Damage					Utility Damage		
			Water pipes	Sewer	Driveway	Sidewalk	Foundations and Walls	Utility Damage		
Number of claims filed against the city	30	25	10	3	7	1	3	2		
Number of claims the City was deemed liable	19	15	4	1	3	1	1	2		
Claim costs incurred by the City	\$13,771	\$14,678	\$2,878	\$25,015	\$4,205	\$510	\$956	\$21,332		
Total	\$83,347									

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3.5 Recommendations

3.5.1 The City Must Provide Funds to Support Urban Forest Maintenance

At its current staffing levels, the City does not have enough staff members to complete maintenance requests in a timely manner, nor establish a routine maintenance cycle for City-owned trees. The City employs 7.23 fewer FTEs than the average municipal tree program when compared to cities with population sizes similar to Oxnard. One result of the deferred maintenance has been a steady level of liability claims filed against the City from damages caused by City-owned trees with branch or whole tree failures. While many factors contribute to tree failures, a lack of routine maintenance and/or reactionary maintenance can prolong the time before a defect is identified and mitigated. Deferred mitigation of a defect can increase the potential for failure and risk associated with a tree. Investing in the management and maintenance of the City's tree inventory will contribute to mitigating defects before failures occur, and potentially decrease the costs incurred from liability claims filed against the City. The savings from a lower frequency of liability claims and associated payments can be used to support tree maintenance and other management activities.

3.5.2 The City Should Complete a Financing Study of the Tree Program

Further information is needed to fully understand the budget and financing implications of increased tree maintenance and management activities of the Tree Program. A detailed understanding of what the City will need to sustainably manage the tree population will provide elected officials with a clear picture of the per-tree costs to plant and water new trees, maintain a 5–7 year pruning cycle, remove dead trees, and other management actions. The study would also help to identify potential funding sources for these activities, and which would be most appropriate for the City to initiate.

3.5.3 The City Should Complete an Urban Forest Management Plan to Guide Long-Term Budget and Management Decisions

In conjunction with, or immediately following the financing study, the City should begin the process to develop an UFMP. The UFMP would establish a vision and goals for the Tree Program based on the priorities and values of City staff, elected officials, residents, business owners, and other stakeholders. The goals would not only provide the basis for annual totals of trees to plant, prune, and remove, but also strategies to increase community participation, determine City-wide canopy cover, and prioritize where resources would be most effectively used. The combination of the financing study and UFMP would help give Oxnard the necessary data and analytics to make decisions that would progress the City towards a sustainable urban forest.

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4 City Document Review

4.1 1988 Landscape Standards

The 1988 Landscape Standards document is used by several City departments to make tree-related decisions. Because the document is more than 30 years old, much of the language is out of date and not reflective of current industry practices. The following table provides a line-by-line review of the 1988 Landscape Standards, and provides suggestions for standards to create, update, or remove. Section 4.1.1 provides a summary of the recommendations.

Section/Page	Comment
Pg. 3	The language of the City Council Resolution should be updated to reflect sustainability principles and the need to have a resilient City due to changing climate conditions.
Pg. 4	Introduction The 'ideal coastal climate' is shifting and will continue to become hotter and drier. Language should be updated to reflect current and future climate conditions in the City. Criteria 1. The phrase "High Level of Landscape Quality" should be clarified for specificity. 2. This criterion should be directed towards environmental services of trees/landscapes, rather than attractiveness and color. 3. Ok. 4. Ok.
Landscape Development	
General Requirements	
Pg. 7 Landscaping Required	The responsibility for all required landscaping to residential, commercial, and industrial properties is placed on the Parks and Recreation Department², including: street trees, open areas, parking lots, front yards, walls and fences, residential tract entries, parkways, parks, and medians. It does not seem reasonable to expect the Parks and Recreation Department to have this level of responsibility without a robust budget. Dudek recommends that the City should not take landscaping responsibility for front yards, walls, fences, and parking lots.
Pg. 7-8 Landscape Plans Required	This section should be updated to include Water Efficient Landscaping Standards language. There should also be specificity added to the standards that are applied at the time of site inspection. c.6. Specificity should be added to indicate that an arborist review should be conducted for tree selection and placement. d.2. A City arborist should be added to the requirements to ensure accuracy of the inspection.

² The 1988 Landscape Standards refers to the Parks and Recreation Department. In present day, this department has been renamed the Parks Division. Throughout this section, the Parks and Recreation Department name was used to reflect what was written in the Landscape Standards.

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Section/Page	Comment
	d.5. Specificity should be added to include that the Parks and Recreation Department review should be completed by a City arborist.
Pg. 9 Landscape Plan and Construction Review Process	More information is needed to determine if the discussed steps are sufficient. Dudek recommends that a Certified arborist should be added to the review process.
Pg. 9–10 Preservation of Existing Trees	Much of this section includes language that will promote tree preservation and protection, and it could be strengthened to meet best management practices for the preservation of existing trees. 4.a. Specificity should be added to what is meant by “healthy condition.” As written, the trees in a “healthy condition” clause could allow for the removal of trees that are in decline from a treatable stress factor. 4.b. Setting a 6-foot height limit for trees that need Parks and Recreation Department approval to be removed may be overly burdensome and not necessarily in line with best management practices for tree preservation. Dudek recommends setting species specific height limits or diameter at standard height (DSH; formally DBH) limits instead. 4.c. This section requires a report from a certified arborist to be included in a request for windbreak removal. Specificity should be added that a City arborist should review the report, and further detail should be added to the definition of “healthy condition.” 4.d. This section requires a report from a qualified botanist, arborist, horticulturist, or landscape architect stating that fruit or nut trees are no longer in a healthy condition. Specificity should be added that a City arborist should review the report, and further detail should be added to the definition “healthy condition.” 4.e. This section does not include adequate tree protection standards. Fences or barricades should be 5 feet from the drip line of the tree or 15 feet from the trunk of the tree, whichever is greater. If there are specific tree protection standards that are required by developers to follow, these should be added. If there are not, these should be developed and included in the updated Landscape Standards. 4.f. This section discusses grade changes around existing trees. Specificity should be added to designate the timing during the construction when grade changes are permitted to occur. An arborist should be on-site to monitor grade changes, tree protection, and oversee construction crews in any root pruning that is required. 4.g. The standard for tunneling is aligned with industry standards is acceptable as written. The general 20-foot standard for root trenching is too general to be applicable to all trees. This language should be revised to state that any root trenching that occurs within the tree protection zone (five feet from the dripline or 15 feet from the trunk, whichever is greater), should require approval. It should further call for an arborist to be on-site to monitor root trenching as stated in the comment for 4f. 4.h. The “dripline” language in this section should be better aligned with best management practices to state that the chemical poisoning and run-off from the named products shall be prohibited “within the tree protection zone, which would extend five feet past the dripline or fifteen feet from the trunk, whichever is greater.”

Section/Page	Comment
Multi-Unit Residential, Commercial, and Industrial Landscape Standards	
Pg. 10–11 Street Trees	1.a. This section stipulates general guidelines for nursery stock selection, but these do not meet best management practices. The City should draft and adopt nursery stock specification guidelines, to further specify standards for street tree selection. 1.b. The street trees species selected are to be designated by the Parks Division. This list should be updated to reflect the most current recommended species list. From conversations during departmental interviews, 24-inch box size trees are not typically planted. If a 24-inch box tree is the standard for street trees it should be consistently enforced. 1.c. Specificity should be added to this standard to stipulate what would occur if the trees to be planted do not meet the City standards. If trees do not meet City standards they should be refused, and the developer should purchase new trees for the project. 1.d. This standard mentions a 1-year bond period. Trees typically need at least 3 years to establish. The City should consider increasing its bond period to at least 3 years. This standard should also stipulate the process that occurs once the bond period is over and what penalties a developer would incur if they fail to meet the standards of the performance bond. 1.e. The City should consider increasing its bond period to at least 3 years. 1.f. Ok. 1.g. This section mentions construction joints that should be installed. Clarity should be added to define “construction joint.” 1.h. It is likely that planting trees 5 feet behind a monolithic sidewalk that is less than 7 feet, 6 inches wide is not always possible. More details should be added to specify the standard in cases when trees are not able to be planted 5 feet behind the sidewalk. 1.i. This standard lacks specify in its first sentence. The standard should read that the minimum tree quantity requirement is to plant trees to provide canopy cover over entire length of property: ▪ i.e. a 50-foot length of property could have: - 1 tree that is 50 feet wide, or - 2 trees that are 25 feet wide 1.j. This standard specifies a maximum planting spacing of 75 feet between groups. The maximum spacing should be rephrased to state spacing between groups of trees should follow the individual tree species spacing recommendations provided in the recommended street tree species list. Update tree species list and include spacing recommendations for individual trees. 1.k. This standard stipulates a 50-foot clearance is required for trees and street corner curb lines. Some Cities set their requirement to 30–40 feet. The City could consider decreasing its clearance requirements if this standard has caused issues in past situations. 1.l. Ok.
Pg. 12–13 Open Areas	2.a. This section could be improved by stating a minimum percentage of canopy cover that is required. Currently it only mentions that lawns should not exceed 40% of the open area.

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Section/Page	Comment
	2.b. This standard focuses on aesthetics of a planting, but the language could be improved to address factors of a resilient community, such as: cooling sitting/eating/playground areas, supporting local wildlife, and following Water Efficient guidelines. 2.c. This section stipulates general guidelines for nursery stock selection, but these do not meet best management practices. The City should draft and adopt nursery stock specification guidelines to further specify standards for street tree selection. 2.d. This section mentions that trees should be planted at a minimum 24-inch box size. From conversations during departmental interviews, 24-inch box size trees are not typically planted. This section to be updated to reflect the actual size that is planted. 2.e. This section requires two 36-inch box size trees to be planted at entry points. Further clarification should be added to provide rationale for this requirement. 2.f. Ok. 2.g. Ok. 2.h. Palms provide relatively few environmental services in comparison to shade trees. Dudek recommends removing the allowance for palms in this standard. 2.i. This section states that an automatic irrigation system shall be provided. Clarification should be added to state the party responsible for providing the irrigation system, as it could be interpreted that the City would provide it. 2.j.–2.m. Ok.
Pg. 13–14 Parking Lots	3.a. Ok. 3.b. These standards designate minimum trees requirements in perpendicular planters. Other cities have canopy cover goals for parking lots, such as requiring a 50% canopy cover. A similar approach could be appropriate here as well. 3.c. This standard could be updated to plant trees to provide canopy cover over entire length of property: ▪ i.e. a 40-foot length of property could have: - 1 tree that is 40 feet wide, or - 2 trees that are 20 feet wide 3.d.–3.j. Ok.
Pg. 14 Wall and Fence Landscaping	Ok.
Pg. 14 Curb Around Open Landscape Areas	Ok.
Residential Landscape Standards	
Pg. 14–15 Residential Parkways	1.a. It is good that street trees are included, but the standard for water use considerations should be updated to remove the “lawn only” designation. It should be replaced with a drought tolerant landscape.

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Section/Page	Comment
	1.b. This standard mentions the requirement for an approved irrigation system. The City should develop and adopt standards to stipulate what constitutes an approved irrigation system. 1.c. This section stipulates general guidelines for nursery stock selection, but these do not meet industry standards. The City should draft and adopt nursery stock specification guidelines, to further specify standards for street tree selection. 1.d. This standard mentions species and size requirements for developers. Clarity should be added to state that the City designates the species that must be planted, and the developer provides the plant material to be planted. 1.e. OK. 1.f. This standard mentions a 1-year bond period. Trees typically need at least 3 years to establish. The City should consider increasing its bond period to at least 3 years. This standard should also stipulate the process that occurs once the bond period is over. 1.g. This standard mentions a 1-year bond period. Trees typically need at least 3 years to establish. The City should consider increasing its bond period to at least 3 years. This standard should also stipulate the process that occurs once the bond period is over. 1.h. OK. 1.i. This standard should be updated to reflect a larger contribution to the City's overall canopy cover goals. The number of trees is not as important as increasing canopy cover. 1.j. OK.
Pg. 15 Front Yards	2.a. This standard should be updated to include state mandated water use standards. 2.b. This section stipulates general guidelines for nursery stock selection, but these do not meet industry standards. The City should draft and adopt nursery stock specification guidelines, to further specify standards for street tree selection. 2.c. This standard could allow for a minimum of a 15-gallon size tree if the resident is required to plant the tree, as the amount of labor to plant a tree significantly increases from 15-gallon container tree to a 24-inch box tree. This change could reduce the need and associated costs for a resident to hire a contractor to plant the tree. Planting location should be taken into consideration, as 24-inch box trees have thicker trunks that are better suited for high traffic areas. 2.d.-2.e. Ok. 2.f. This standard mentions the requirement for an approved irrigation system. The City should develop and adopt standards to stipulate what constitutes an approved irrigation system. 2.g.-2.i. Ok.
Pg. 16 Wall or Fence Landscaping at Corner Lot Condition	3.a. This standard should include spacing guidelines by which trees would be planted from corners, streetlights, water lines, fire hydrants, etc. 3.b. Ok.

Section/Page	Comment
	3.c. This section states that an automatic irrigation system shall be provided. Clarification should be added to state the party responsible for providing the irrigation system, as it could be interpreted that the City would provide it.
Street Median and Non-Residential Parkway Landscape Standards	
Pg. 16 Medians (Trees)	1.a.1. This section stipulates general guidelines for nursery stock selection, but these do not meet best management practices. The City should draft and adopt nursery stock specification guidelines, to further specify standards for street tree selection. 1.a.1./1.a.2. Designates coral trees and palms to be used in City medians. Coral trees are typically not readily available at California nurseries, and palms provide comparably fewer environmental benefits. Minimize the use of palms and coral trees. Given the width of medians, the City can plant large stature shade trees in medians. 1.a.3. Ok. 1.a.4. This standard mentions a 1-year bond period. Trees typically need at least 3 years to establish in Southern California. The City should consider increasing its bond period to at least 3 years. This standard should also stipulate the process that occurs once the bond period is over. 1.a.5. This standard mentions a 1-year bond period. Trees typically need at least 3 years to establish in Southern California. The City should consider increasing its bond period to at least 3 years. This standard should also stipulate the process that occurs once the bond period is over. 1.a.6. This standard specifies a maximum planting spacing of 75 feet between groups. The maximum spacing should be rephrased to state spacing between groups of trees should follow the individual tree species spacing recommendations provided in the recommended street tree species list. Update tree species list and include spacing recommendations for individual trees. 1.a.7. This standard stipulates a minimum quantity of trees per median, but the standard should be directed toward increasing canopy cover. This update could include language stating that medians will have a minimum level of canopy cover. The City should determine all minimum canopy cover levels through the process of developing an urban forest management plan. 1.a.8. Develop spacing guidelines by which trees should be planted from corners, streetlights, water lines, fire hydrants, etc. 1.a.9. Ok. 1.b.-1.c. Shrubs and ground cover standards are not in the scope of this review. 1.d. Ok. 1.e. Many soil fumigants have been phased out since the writing of these landscape standards, and not available for use by City pesticide applicators without being granted exemption status. Dudek recommends removing this standard. 1.f. This standard stipulates soil amendments that must be added to medians. If amendments are used and effective, the standard should be updated to reflect the actual standards for soil amendments and required to maintain plant health.

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Section/Page	Comment
	1.g. This standard specifies requirements for hardscape. It could be updated to include plants instead of hardscape in medians. 1.h. Ok.
Pg. 19 Non-Residential Parkways	2. a. Outside of the scope of this review. 2.b. This standard could be updated to reflect a City canopy cover goal. 2.c.1.a/2.c.1.b. These standards should be updated to reflect a larger contribution to the City's overall canopy cover goals. The number of trees is not as important as increasing canopy cover. 2.c.3. This standard specifies a maximum planting spacing of 75 feet between groups. The maximum spacing should be rephrased to state spacing between groups of trees should follow the individual tree species spacing recommendations provided in the recommended street tree species list. Update tree species list and include spacing recommendations for individual trees. 2.c.4. This standard mentions needing conspicuous trees. Clarity should be added. 2.c.5. Comments on Street Tree in Parkway, Tree Planting Detail are located at end of document. 2.c.6. A City arborist should be added to the requirements to ensure accuracy of the inspection. 2.c.7. Ok. 2.c.8. It is likely that planting trees five feet behind a monolithic sidewalk that is less than 7 feet, 6 inches wide is not always possible. More details should be added to specify the standard in cases when trees are not able to be planted 5 feet behind the sidewalk. 2.c.9. Several spacing guidelines appear in this standard. These guidelines should be compiled with others mentioned throughout this document to create a standard for tree spacing. 2.d.1. Ok. 2.d.2. This distance requirement does should be clarified. It does not seem logical. 2.d.3. A City arborist should be added to the requirements to ensure accuracy of the inspection. 2.e.-2.k. Outside of the scope of this review.
Pg. 16 Residential Tract Entries	3.a. Ok. 3.b. This section requires two 36-inch box size trees to be planted at entry points. Further clarification should be added to provide rationale for this requirement. 3.c-3.e. Outside of the scope of this review.
Landscape Maintenance	
Page 22 General Responsibility	This statement gives the City the ability to enforce penalties if landscaping is not maintained properly. Trees should be specifically mentioned in this statement to ensure the penalty can be enforced for trees.
Page 22	This section does not specifically discuss trees. Dudek recommends that they should be included.

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Section/Page	Comment
Residential, Commercial, and Industrial Landscaping	
Page 23 Parks, Medians, and Non-Residential Parkways	This section specifically calls out trees in City parks, street medians, non-residential parks, and street tree wells to be maintained by the City. It does not, however, call out residential yards, which is out of alignment with the standard in the landscaping required in the General Requirements of the Landscape Development Section of this document.
Page 23-27 Residential Parkways	1. Ok. 2. Outside of the scope of this review. 3.a. This section appears to include the condition that includes that trees in front yards but in the public-right-of-way be maintained now and here after by the City. If this is correct, this is the standard that could be updated to transfer maintenance responsibility. The content of this section includes language that is fairly well aligned with industry standards, but it could be improved to strengthen its meaning and clarity. 3.b. This standard should be based on the International Society of Arboriculture (ISA) and American National Standards Institute (ANSI). The entire pruning section needs to be revised and updated to reflect current practice and research. All language referencing thinning trees as it does not comply with ISA or ANSI standards. 3.c. This section should be updated to include an arborist review before removals take place. For Stump Removal, the standard should be updated so that the entire stump is removed (not just to a 3-inch depth) so another tree can be planted in place. For Planting Condition and Unauthorized Removals, these standards should be updated so that a replacement tree recovers lost canopy from a removal, rather than a 1:1 replacement.
Standards Details	
Pg. 28 Street Tree in Parkway Planting Detail	Stakes and ties Galvanized wire should no longer be used. Updated this standard to use a rubberized tie. A second lodge pole should be used and added to the drawing. The lodge pole should be drawn outside of the root ball, rather than inside of it. Trunk guard Consider not specifying a brand of trunk guard for use. Dudek recommends creating a new version of this planting detail that is based on current ISA standards and presents a clearer picture of how to install the tree.
Pg. 29 Street Tree in Sidewalk Planting Detail	Stakes and ties Galvanized wire should no longer be used. Updated this standard to use a rubberized tie. A second lodge pole should be used and added to the drawing. The lodge pole should be drawn outside of the root ball, rather than inside of it. Planting Space A planting area of 3 feet by 3 feet does not provide enough growing space for street trees. Update this standard to provide larger options. Dudek recommends creating a new version of this planting detail that is based on current ISA standards and presents a clearer picture of how to install the tree.

Section/Page	Comment
Pg. 30 Vines Attached to Walls Planting Detail	Outside of the scope of this review.
Pg. 32 Stamped Concrete Median Paving Detail	Outside of the scope of this review.

4.1.1 1988 Landscape Standards Recommendations

In addition to the recommendations provided in the Landscape Standards Review table in Section 4.1, the following subsections are a general summary of recommendations/key findings of the review. These recommendations were prioritized based on the number of times the standard appeared and needed to be updated in the document.

4.1.1.1 Create and/or Update Standard Details

Several areas of the landscape standards call out for a standard to follow but it is either not clear, or not specific enough to be enforced.

- Specific standards that should be created include:
 - a. Nursery stock specifications
 - b. Spacing guidelines for street trees
 - c. Tree protection during construction
 - d. Approved irrigation systems
 - e. Tree watering and establishment care
 - f. Root pruning
- Specific standards to update include:
 - a. Street Tree Planting for Parkway/Sidewalk details need to be updated to reflect current ISA standards.

4.1.1.2 Create a City-Recommended Tree Species List

Several references are made to selecting specific species for planting, but guidance is not provided on the species that are appropriate for Oxnard or the standards the City uses to select tree species. Species selection should be based on the following minimum standards:

1. Trees known to be adapted to the expected changes to Oxnard's climate, which will be hotter and drier.
2. Prioritize trees categorized as very-low or low water use trees by the Water Use Classification of Landscape Species.
 - a. Minimize use of trees categorized as medium water use.
 - b. Do not allow high water use trees.
3. Species with fewer ecological benefits (such as palms) should only be used in areas where heat mitigation and shade are not a concern.

4.1.1.3 Add Language Requiring Reviews by a Certified Arborist

Multiple areas of the Landscape Standards require that a review of a project with tree-related issues must be conducted by the Parks Department or another City staff member. However, except for the case of agricultural and windrow trees, a review conducted by a City arborist or third-party arborist is not required. All decisions regarding tree maintenance, removal, safety, health, and preservation should only be made by a certified arborist who is qualified to work with the City. Without an arborist's review, the City can place an undue burden on staff members who lack the expertise to make decisions about trees, and potentially increase the City's risk liability.

4.1.1.4 Extend the Bond Performance Period Beyond 1 Year

The Bond Performance Period of 1 year is mentioned several times throughout the Landscape Standards. In the Southern California landscape, it takes 3 to 5 years for a tree to successfully establish. The 1-year performance period is not sufficient time to determine if a newly planted tree has been adequately provided establishment care, including watering, weeding, formative pruning, and general maintenance. Extending the performance period to 3 to 5 years will ensure trees are cared for long enough to be given a reasonable chance to survive and thrive if supplemental watering and care is stopped.

4.1.1.5 Tree Preservation Language Should be Strengthened

Being intentional and specific about tree preservation can improve outcomes for trees in the City. Strengthening the language about the preservation of trees (Landscape development, Section 4, Preservation of Existing Trees). Currently, the tree preservation language is vague and could allow for a liberal implementation of the standards based on the description of "decision makers". Clearly defined parameters and standards for tree preservation would remove ambiguity in how to apply the standards and allow for a consistent approach to tree preservation.

4.2 Municipal Code and Ordinance Review

The following table outlines a review of the City municipal code that provides the standards for the management of public trees in the City. Many aspects of the municipal code should be updated and expounded upon to provide clarity on the specific roles the City has in managing trees in the public space, prohibited actions, and definitions. The City would benefit from drafting a new municipal code with more in-depth information to ensure the proper maintenance and preservation of trees in the City.

Section/Page	Comment
Sec. 20-1 Duties of Parks and Facilities Superintendent	The duties outlined in this section include many typical management activities required for a municipal tree program. The list of duties could be further updated with more detail to include: ▪ Preserve and grow the city's canopy cover by protecting city trees and expanding the protection of city trees on public property. ▪ Safeguard the city's urban forest by providing for the regulation of the protection, planting, maintenance, and removal of trees in the city. ▪ Protect the visual and aesthetic character of the city. ▪ Improve and enhance property values by conserving and adding to the distinctive and unique aesthetic character of the many areas of the city. ▪ Improve the quality of life for residents, visitors, and wildlife.

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Section/Page	Comment
	▪ Maintain and enhance the general health, safety and welfare of the city and its residents by assisting in counteracting air pollution and in minimizing soil erosion and other related environmental damage. ▪ Protect and maintain healthy trees in the land use planning processes as set forth in this Ordinance. ▪ Establish procedures and practices for fulfilling the purposes of this city tree and tree protection ordinance. ▪ Supplement the city's policies and administrative procedures.
Sec. 20-2 Prohibited Actions	(a) Further detail should be provided on what constitutes 'injure or destroy'. Clearly defined actions could include: a. excessive pruning, cutting, topping, trenching, excavating, altering the grade, paving or compaction within the tree protection zone, including deliberate damage such as vandalism. (b) The process for "prior" written consent is vague and should be accompanied with a procedure for obtaining a permit from the City, standards for performing tree work, and any associated fees.
Sec. 20-3 Unlawful To Interfere With Superintendent	Ok.
Sec. 20-4 Protection During Construction	The City should include what it considers appropriate tree protection during construction activities. Appendix A is included as an example of language that can be used to develop tree protection during construction standards.
Sec. 20-5 Removal of Trees	The City should also include language that an ISA Certified Arborist has made the determination that the tree is dead, liable to fall, dangerous or obstructing the public right-of-way.
Sec. 20-6 Notice of Removal	Ok.
Sec. 20-7 Appeal of Notice	Ok.
Sec. 20-8 Hearing Officer	Ok.
Sec. 20-9 Scheduling Hearings; Notice	The hearing fee should be added to this section.
Sec. 20-10 Conduct of Hearings	Ok.
Sec. 20-11 Decision	Ok.

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5 Maintenance Policy Recommendations

5.1 Tree Removal Guidelines

Tree removal is one aspect of managing a municipal tree inventory that requires a thoughtful approach to assess each individual tree and determine the appropriate course of action. Every option should be explored to preserve a tree in the urban landscape to maintain their environmental services and economic benefit to the City. However, not all trees can or should be preserved in every instance. Common reasons for removal include trees that pose an unacceptable level of risk to public safety, are damaging to infrastructure, are dead or declining in health, or are infested with pests or pathogens that are likely to spread to other trees in the area. When then there are no options to mitigate the defect and correct the issue and there is an elevated level of risk, removal may be warranted.

On September 16, 2021, Dudek ISA Certified Arborist Ryan Allen conducted a site visit with Oxnard City staff to observe common street tree issues. The following streets and tree species are selected to represent tree conflict and removal decisions that are common throughout the City. The recommendations for these situations can be used as a guideline for other tree management and removal decisions, with the recognition that each tree and situation is unique, and requires an assessment of the tree's health, safety, and mitigation options before a removal determination can be made.

5.1.1 Infrastructure Conflict

Sidewalks

Olga Street, *Tipuana tipu*, tipu tree

Sidewalk damage is the most common infrastructure conflict observed during the site visit of Oxnard street trees. Exhibit 1 shows the base of a tipu tree that is planted in a 4.5-foot parkway and displacing the sidewalk. The tipu trees on this street were planted approximately 10–15 years ago, and because they are large fast-growing trees, have already started to displace the sidewalk. The tipu trees on Olga Street are still young and measure approximately 25–30 feet in height and 20–25 feet in width. When they reach maturity, the trees can measure up to 50–60 feet in height and 50–60 feet in width. It is more than likely that the tipu trees will continue to disrupt the sidewalk and require repairs.

Exhibit 1. Tipu (*Tipuana tipu*) planted in a 4.5-foot parkway displacing a sidewalk.



Source: Ryan Allen

Utilities

Azalea Street, *Afrocarpus falcatus*, fern pine

Oxnard has several instances where trees have been planted too close to existing utilities as shown in Exhibit 2. As seen in the exhibit, the tree is beginning to completely cover the water meter box and will potentially make the box inaccessible. As reported by City staff, in other situations tree roots have accessed water lines and required expensive repairs to clear the lines. As shown in Exhibit 3, in some locations, trees have already been removed for their proximity to utilities. This situation can be avoided if proper spacing guidelines are uniformly applied when new trees are planted. Recommended spacing guidelines for individual trees are provided in Section 5.3, Tree Plans of Action.

Exhibit 2. Tree root conflict with a water meter box as a result of improper spacing.



Source: Ryan Allen

Exhibit 3. Tree removal as a result of infrastructure conflict and improper spacing.



Source: Ryan Allen

Driveways

Twin Oaks Street., *Melaleuca quinquenervia*, cajeput (paperbark) tree

Another spacing issue with street trees is the proximity with which they are planted next to driveway aprons. Exhibit 4 shows a cajeput tree that was planted within 2 feet of the existing driveway apron and creates distinct issues. Damage to the driveway from the tree roots and trunk is one issue. The issue may temporarily be resolved by root pruning and repairing the driveway, but most likely the roots will again displace the driveway and require further repairs and root pruning. Another issue is the visual impairment for the resident pulling out of the driveway that has the potential to lead to a vehicle or pedestrian accident. This issue can only be resolved by removing the tree.

Exhibit 4. Cajeput (*Melaleuca quinquenervia*) conflicting with a driveway apron.



Source: Ryan Allen

What to consider before removal: Constant sidewalk and driveway repair is costly and usually requires root pruning of the tree. It may not be considered the most viable long-term option to manage street trees that are too large for the space provided. If it is not, Dudek recommends first considering if other options exist to preserve the tree and repair the sidewalk and driveway. Appendix B presents a detailed outline of alternative sidewalk designs, materials, and estimated costs that can be explored for these situations. The alternative sidewalk designs and materials detail various methods that are intended to create additional space for root growth, reinforce sidewalks, or limit sidewalk and root interaction. Because trees are living, it is not possible to guarantee a tree will not impact a sidewalk or driveway under any circumstance. However, these alternatives will increase the likelihood that there will be low or minimal impact. If these options are not viable, then tree removal may be warranted as a long-term solution.

The situation is somewhat similar for utility and tree conflicts. It is not realistic in most cases to relocate a water meter/line, streetlight, or fire hydrant. It may be that the only other alternative to preserve the piece of infrastructure is to remove the tree. Section 5.3, Tree Plans of Action outlines an approach to removing multiple trees on a given block.

5.1.2 Pests and Disease

Lawnwood Way – *Liquidambar styraciflua*, American sweetgum

Oxnard has implemented a routine root pruning program to repair sidewalks that have been damaged by tree roots. Root pruning has the benefit of preserving trees in the landscape while sidewalks are repaired. However, repetitive root pruning stresses trees and the wound that are left increase trees susceptibility to pathogen or pest entry. Exhibit 5 shows an American sweetgum that has been root pruned multiple times. The fungal fruiting body on its trunk, suspected to be caused by *Ganoderma* spp., is a sign that the tree is experiencing decay of its hardwood. Trees with weakened hardwood are more susceptible to whole tree failure. The potential for failure of this tree is also impacted by root pruning activities that appear to have removed structural support roots. A tree in this condition would be a potential candidate for removal.

Exhibit 5. American sweetgum (*Liquidambar styraciflua*) showing signs of internal decay, suspected to be caused by *Ganoderma* spp.



Source: Ryan Allen

What to consider before removal: Prior to tree removal, the tree should be assessed for visible signs and symptoms of pathogens, tree disease, insect infestation, or other outwardly observable signs of tree health issues. Experienced arborists may be able to diagnose tree issues through a visual assessment of the tree, but collection of soils and/or tissue samples of branches, leaves, and bark for submission to a plant diagnostic laboratory for identification of biotic or abiotic causes is recommended. Accurate identification of pest or pathogens will help determine if any treatment options are available, or if removal is the best course of action.

If the tree has the potential for preservation, then it would be prudent to conduct a Level 2 ISA Tree Risk Assessment to determine what tree part may fail, any target that would be impacted by the part failure, the likelihood it would impact the target, and the severity of damage should failure and impact occur. If decay is suspected or observed in the tree, a Level 3 ISA Tree Risk Assessment using sonic tomography would be recommended. Sonic tomography uses sound waves to measure wood density, and the procedure generates a picture that displays the extent of decay based on the density of wood that is detected. Level 2 and 3 risk assessments can help provide the City with a thorough analysis that will help determine tree removal is warranted or preservation is possible.

5.2 Root Pruning Guidelines

Discussion

As detailed in Section 5.1, street trees planted in urban environments at times will come into conflict with adjacent sidewalks, tree wells, curbs, and other infrastructure that will need to be repaired to maintain the location in a safe condition. Root pruning is an often-used practice in Oxnard in these circumstances to repair the damage and preserve the tree. Oxnard does not have a codified set of guidelines or standards to determine when a tree is a candidate for root pruning, if root pruning will compromise tree safety, or how to perform root pruning. Instead, the City relies on the experience of Public Works staff to make these determinations and perform the work. Public Works staff reported that they have not experienced any tree failures in recent years that can be attributed to root pruning. However, as presented in Exhibits 6 through 9, the lack of guidelines has led to instances of extensive root pruning that may compromise the safety of the tree.

Exhibit 6. Camphor (*Cinnamomum camphor*) trees on Fuchsia Street that have been repetitively root pruned.



Source: Ryan Allen

Exhibit 7. Camphor (*Cinnamomum camphor*) tree on Fuchsia Street that has had large structural roots repetitively pruned.



Source: Ryan Allen

Exhibit 8. Large structural root pruning of a camphor (*Cinnamomum camphor*) tree on Fuchsia Street.



Source: Ryan Allen

Exhibit 9. Root pruning of a camphor (*Cinnamomum camphor*) tree on Fuchsia Street that may have affected the tree's stability and safety.



Source: Ryan Allen

The Exhibits represent one of several examples of extensive root pruning observed during the September 2021 field visit. The photographs are of a camphor (*Cinnamomum camphor*) tree on Fuchsia Street that has had large structural roots pruned on both sides of the tree. The extent of root pruning is not documented and therefore difficult to ascertain the extent to which the stability of the tree is comprised. From what can be observed, the root pruning was not done to ISA or American National Standards Institute (ANSI) standards. This situation should be avoided in future root pruning practices and a Level 2 tree risk assessment of trees with extensive root pruning should be completed to begin to understand the risk associated with the trees in the landscape.

Guidelines

Every effort should be made to preserve trees to repair damaged infrastructure. Prior to root pruning activities, alternative designs and materials should be evaluated that will minimize impacts to tree health and safety. When impacts to trees and tree roots cannot be avoided, careful consideration must be given to determine if root pruning and tree preservation is feasible. Appendix C: Root Pruning Considerations provides additional details.

Improper root pruning and unnecessary damage from construction related activities can significantly damage trees, resulting in health decline and/or structural instability. If root pruning is necessary to preserve the tree(s), the following guidelines may be used to inform the decision-making process and decrease the likelihood of tree health decline and/or structural stability prior to and following root pruning.

Minimization of root damage is best accomplished by minimizing overall root pruning and maximizing the distance from the tree's trunk that roots are cut. Each tree and situation is unique and requires a decision making process. As such, the City should consider requiring the following qualifications of any individual who will make recommendations for trees that require root pruning:

- International Society of Arboriculture (ISA) Certified Arborist
- ISA Tree Risk Assessment Qualified
- Experience with root pruning

In addition, Oxnard should further recognize the most current editions of the following pruning standards as a basis for root pruning:

1. ANSI A300 Pruning Standards
2. ANSI Z133.1 Safety Standards
3. ISA Best Management Practices: Tree Pruning

Step #1 – Tree and Site Assessment

To minimize root-pruning impacts, a tree assessment should be conducted by a City qualified arborist prior to pruning. During the evaluation, the arborist would evaluate tree and site conditions to determine the potential for injury and loss of structural stability. Tables 18 and 19 provide guidelines to determine if the tree is a suitable candidate for root pruning. If the assessment finds the tree is a suitable candidate for root pruning construction related activities can commence under the supervision of a City qualified arborist.

Table 18. Tree Health and Safety Factors to Consider

Factor	Description
Tree Species	Some species tolerate root pruning/damage better than others.
Tree Health	Trees in poor or declining health should not be root pruned.
Tree Age	Older trees are more likely to decline following root pruning and/or damage.
Tree Lean	Leaning trees should not be root pruned.
Root Pruning Damage Proximity	The closer that the root cut is to the tree, the greater the chance of tree decline and loss of stability.
Percentage of Anticipated Root Loss	More loss increases the likelihood of decline.
Structural root damage	Increased likelihood of structural failure and increased risk to the community.
Prior root pruning	Trees that have had prior root pruning should be documented to minimize additional decline.
Soil Volume	Roots in shallow soils require additional distancing from the trunk of the tree to minimize the likelihood of root damage.

Table 19. Long-Term Objectives to Consider

Factor	Description
Future site development	The tree will require removal due to a pending project.
Sustainability	The tree species does not meet the City standards for water use, drought tolerance, and adaptability to changing climate conditions.
Increasing canopy cover	An alternative species in the same location would provide increased canopy coverage to meet the goals of the City.

Step #2 Root Pruning

A City-qualified arborist should be on site during construction related activities to monitor impacts to the tree and roots. If root pruning is required, root pruning will be minimized to the extent possible. The following guidelines are examples of potential root pruning approval conditions that will help guide the decision-making process prior to root pruning.

Conditions to Determine Possible Tree Candidates:

1. The tree appears to be in good health and a safe condition as determined by a City-qualified ISA certified arborist.
2. The tree species meets the City standards for water use, drought tolerance, and adaptability to changing climate conditions.
3. The tree species provides a maximum level of canopy cover for the growing space provided in the ground and air.

Condition that Require a Determination by a City Arborist:

1. Any disturbance within the dripline of the tree.
2. Any root cutting within five times the diameter of the trunk of the tree.

Tree Removal:

Candidates for Removal:

1. Root removal, as found by a City-qualified ISA certified arborist, that will cause tree health decline and/or structural instability.
2. Root pruning is required at a distance less than five times the trunk diameter and will result in greater than 30% root damage or is required on three or more sides of the tree.

Removals of More than One Tree:

1. If tree removals are required for an entire block, removals will be staggered on a schedule as detailed in Section 5.3, Tree Plans of Action.

5.3 Tree Plans of Action

As discussed in Sections 5.1 and 5.2, several streets have tree and infrastructure conflicts that may require the removal of multiple trees on a given block. Options for tree preservation should first be explored, with a determination if alternative sidewalk designs or materials could be instituted. If alternative methods are not practical, and tree does not meet the standards for preservation under the recommended root pruning guidelines, then tree removal would be warranted. A long-term removal and replacement plan should be implemented for each block to ensure a continuation of tree canopy and environmental services to the surrounding community. A phased approach for removal and replacement will help maintain canopy cover for existing residents, while also considering the needs of future residents.

The following steps should be implemented to complete a tree removal and replacement plan for individual blocks:

1. An ISA Certified Arborist with Tree Risk Assessment Qualification should conduct an inventory and Level 2 risk assessment of all trees within the given block that are expected to require removal. Trees should be prioritized for removal based on the following conditions:
 - a. Trees that have an elevated level risk and pose a public safety concern.
 - b. Trees that are dead.
 - c. Trees that are senescent and declining in health.
 - d. Trees with a pest or disease that cannot be treated.
2. Develop the timeframe for which the phased removal and replacement would occur based on the level of risk determined during the risk assessment. At a minimum, tree removal should occur over a 5-year period.
3. Identify which trees will be removed and schedule the removals so no two consecutive tree locations are removed in a single year.
4. Develop a tree planting palette based on the recommended tree species and spacing guidelines.
5. Conduct outreach to the impacted block to notify them of tree removals and receive input on species selection.

Refer to the recommended tree species list for spacing guidelines in Section 2.4.

5.4 Tree Ownership and Maintenance of Trees in Front Yards

The City 1988 Landscape Standards outline the general requirements for landscape development, which includes the following:

- Landscaping shall be required of all residential, commercial, and industrial properties. It shall be the responsibility of the Parks and Recreation Department to regulate and control the scope, quantity, and quality of all landscape development within the City, including, but not limited to, that pertaining to street trees, open areas, parking lots, front yards, walls and fences, residential tract entries, parkways, parks, and medians.

This and other language within the Landscape Standards have made trees planted in residential front yards (Exhibit 10), that are also in the City right-of-way, the responsibility of the City to manage. There are 22,356 trees in the City inventory that are planted in residential front yards, accounting for 46% of the total inventory (Table 20). The

responsibility for the maintenance of these trees falls on the City including pruning and removal, which property owners can request through the 311 City service system. As discussed in Section 3, the City does not have the financial or staff resources to actively manage the tree inventory and needs to decide if the responsibility of management of residential yard trees should be transferred to property owners or stay with the City.

Table 20. Location of Trees in the City-Managed Inventory.

Category	Location	No. of Trees	Total Trees
Residential Trees	Front yards in the public rights-of-way	22,356	22,356
City trees	Parkway and Medians	6,660	26,450
	General Fund Parks Trees	4,638	
	Landscape Management Districts	15,152	
Total Trees in the City-Managed Inventory			48,806

The first scenario is for the City to continue as is and commit to increasing its tree program funding to be able to actively manage the 48,806 trees in the inventory. The City would benefit from being able to ensure the trees are pruned correctly, only removed when approved, and continue to contribute to City-wide canopy cover. This scenario would provide the best option for urban forest sustainability but would also require resources well beyond what is currently provided the Tree Program.

The second scenario is to transfer the responsibility of residential yard trees back to property owners. If this occurs, the City will lose the ability to actively manage the trees as a City asset. It is possible the condition of the trees may decline if property owners do not have the knowledge or resources to properly maintain a tree. In addition, property owners with a residential yard tree in the City inventory have been able to receive free tree maintenance and removal services for many years. For property owners with mature trees like the one pictured in Exhibit 10, pruning and removal costs could be several thousands of dollars. Property owners may be highly resistant to the transfer of responsibility if they are expecting the City to provide a free tree service and then suddenly expected to incur the maintenance costs.

Exhibit 10. Declining deodar cedar (*Cedrus deodara*) in a residential front yard in the public right-of-way.



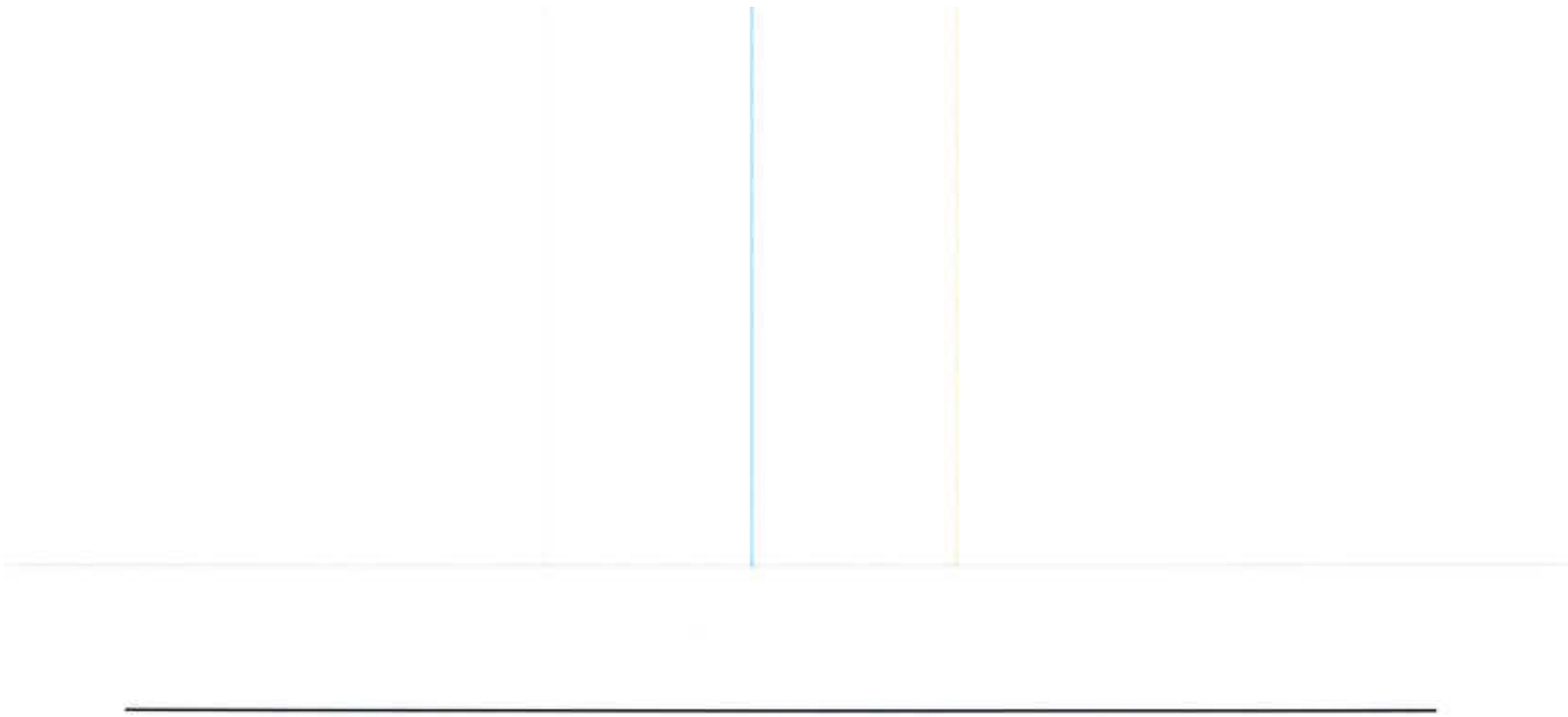
Source: Ryan Allen

Recommendation: The ideal scenario would be for the City to increase its Tree Program funding to actively maintain all trees currently in its inventory. Based on the current resources allocated to the City Tree Program, it is unrealistic that this recommendation will be a viable option for the City. As such, if the City elects to transfer ownership of residential yard trees back to property owners, then it should do so over at least a 3–5 year time frame so property owners have the opportunity to have a final service request completed by the City. The City should also complete all open service requests that they received before the ownership is transferred. This transition time would help contribute to alleviating concerns over encumbering the costs by property owners. The City should also support property owners with education resources, so they have a better understanding of how to maintain and care for trees. Finally, the City can continue to provide protection for the trees with code and ordinance policies that require approved permits before a residential yard tree can be removed. This would provide the City a measure to maintain existing canopy cover levels, neighborhood character, and that trees are planted to replace ones that are removed.

6 References

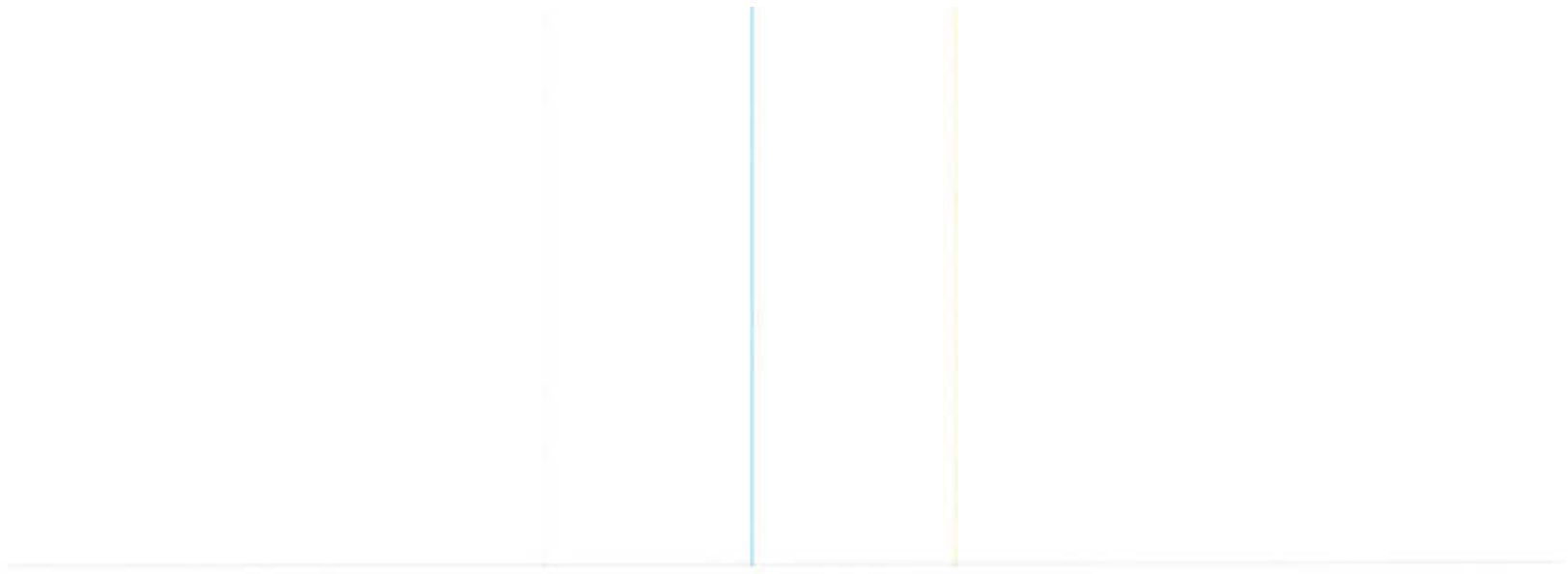
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Appendix A

Example Tree Protection Language



Appendix D – Tree Protection Measures

The following sections are included as general guidelines for tree protection from construction impacts. The measures presented should be monitored by arborists and enforced by contractors and developers for maximum benefit to the trees.

Tree Protection Measures Prior to Construction

Fencing: All remaining trees that will not be relocated or removed should be preserved and protected in place. Trees within approximately 15 feet of proposed construction activity should be temporarily fenced with chain link or other material satisfactory to City planning staff throughout grading and construction activities. The fencing should be installed 3 feet outside of the dripline of each tree (or edge of canopy for cluster of trees), be 4 feet tall, and staked every 6 feet. The fenced area should be considered the tree protection zone (TPZ) unless proximate construction required temporary removal.

Pre-Construction Meeting: A pre-construction meeting should be held between all contractors (including grading, tree removal/pruning, builders, etc.) and the arborist. The arborist will instruct the contractors on tree protection practices and answer any questions. All equipment operators and spotters, assistants, or those directing operators from the ground, should provide written acknowledgement of their receiving tree protection training. This training should include information on the location and marking of protected trees, the necessity of preventing damage, and the discussion of work practices that will accomplish such.

Protection and Maintenance During Construction

Once construction activities have begun the following measures should be adhered to:

Equipment Operation and Storage: Avoid heavy equipment operation around the trees. Operating heavy machinery around the root zones of trees will increase soil compaction, which decreases soil aeration and subsequently reduces water penetration in the soil. All heavy equipment and vehicles should, at minimum, stay out of the fenced TPZ, unless where specifically approved in writing and under the supervision of a Certified Arborist or as provided by the approved landscape plan.

Storage and Disposal: Do not store or discard any supply or material, including paint, lumber, concrete overflow, etc. within the protection zone. Remove all foreign debris within the protection zone; it is important to leave the duff, mulch, chips, and leaves around the retained trees for water retention and nutrients. Avoid draining or leakage of equipment fluids near retained trees. Fluids such as gasoline, diesel, oils, hydraulics, brake and transmission fluids, paint, paint thinners, and glycol (anti-freeze) should be disposed of properly. Keep equipment parked at least 50 feet away from retained trees to avoid the possibility of leakage of equipment fluids into the soil. The effect of toxic equipment fluids on the retained trees could lead to decline and death.

Grade Changes: Grade changes, including adding fill, are not permitted within the TPZ without special written authorization and under the supervision of a Certified Arborist or as provided by the approved landscape plan. Lowering the grade within this area will necessitate cutting main support and feeder roots, jeopardizing the health and structural integrity of the tree(s). Adding soil, even temporarily, on top of the existing grade will compact the soil further, and decrease both water and air availability to the trees' roots.

Moving Construction Materials: Care will be taken when moving equipment or supplies near the trees, especially overhead. Avoid damaging the tree(s) when transporting or moving construction materials and working around the tree (even outside of the fenced tree protection zone). Above ground tree parts that could be damaged (e.g., low limbs, trunks) should be flagged with red ribbon. If contact with the tree crown is unavoidable, prune the conflicting branch(es) using International Society of Arboriculture (ISA) standards.

Root Pruning: Except where specifically approved in writing or as provided in Attachment 3, all trenching should be outside of the fenced protection zone. Roots primarily extend in a horizontal direction forming a support base to the tree similar to the base of a wineglass. Where trenching is necessary in areas that contain tree roots, prune the roots using a Dosko root pruner or equivalent. All cuts should be clean and sharp, to minimize ripping, tearing, and fracturing of the root system. The trench should be made no deeper than necessary.

Irrigation: Trees that have been substantially root pruned (30% or more of their root zone) will require irrigation for the first 12 months. The first irrigation should be within 48 hours of root pruning. They should be deep watered every 2 to 4 weeks during the summer and once a month during the winter (adjust accordingly with rainfall). One irrigation cycle should thoroughly soak the root zones of the trees to a depth of 3 feet. The soil should dry out between watering; avoid keeping a consistently wet soil. Designate one person to be responsible for irrigating (deep watering) the trees. Check soil moisture with a soil probe before irrigating. Irrigation is best accomplished by installing a temporary above ground micro-spray system that will distribute water slowly (to avoid runoff) and evenly throughout the fenced protection zone ***but never soaking the area located within 6 feet of the tree trunk, especially during warmer months.***

Pruning: Do not prune any of the trees until all construction is completed. This will help protect the tree canopies from damage. All pruning should be completed under the direction of an ISA Certified Arborist and using ISA guidelines. Only dead wood should be removed from tree canopies.

Washing: During construction in summer and autumn months, wash foliage of trees adjacent to the construction sites with a strong water stream every two weeks in early hours before 10:00 a.m. to control mite and insect populations.

Inspection: An ISA Certified Arborist should inspect the impacted preserved trees on a monthly basis during construction. A report comparing tree health and condition to the original, pre-construction baseline should be submitted following each inspection. Photographs of representative trees are to be included in the report on a minimum annual basis.

Maintenance After Construction

Once construction is complete the fencing may be removed and the following measures performed to sustain and enhance the vigor of the preserved trees.

Mulch: Provide a 4-inch mulch layer under the canopy of trees. Mulch should include clean, organic mulch that will provide long-term soil conditioning, soil moisture retention, and soil temperature control.

Pruning: The trees will not require regular pruning. Pruning should *only* be done to maintain clearance and remove broken, dead or diseased branches. Pruning should only take place following a recommendation by an ISA Certified Arborist and performed under the supervision of an ISA Certified Arborist. No more than 20% of the canopy should be removed at any one time. All pruning should conform to ISA standards.

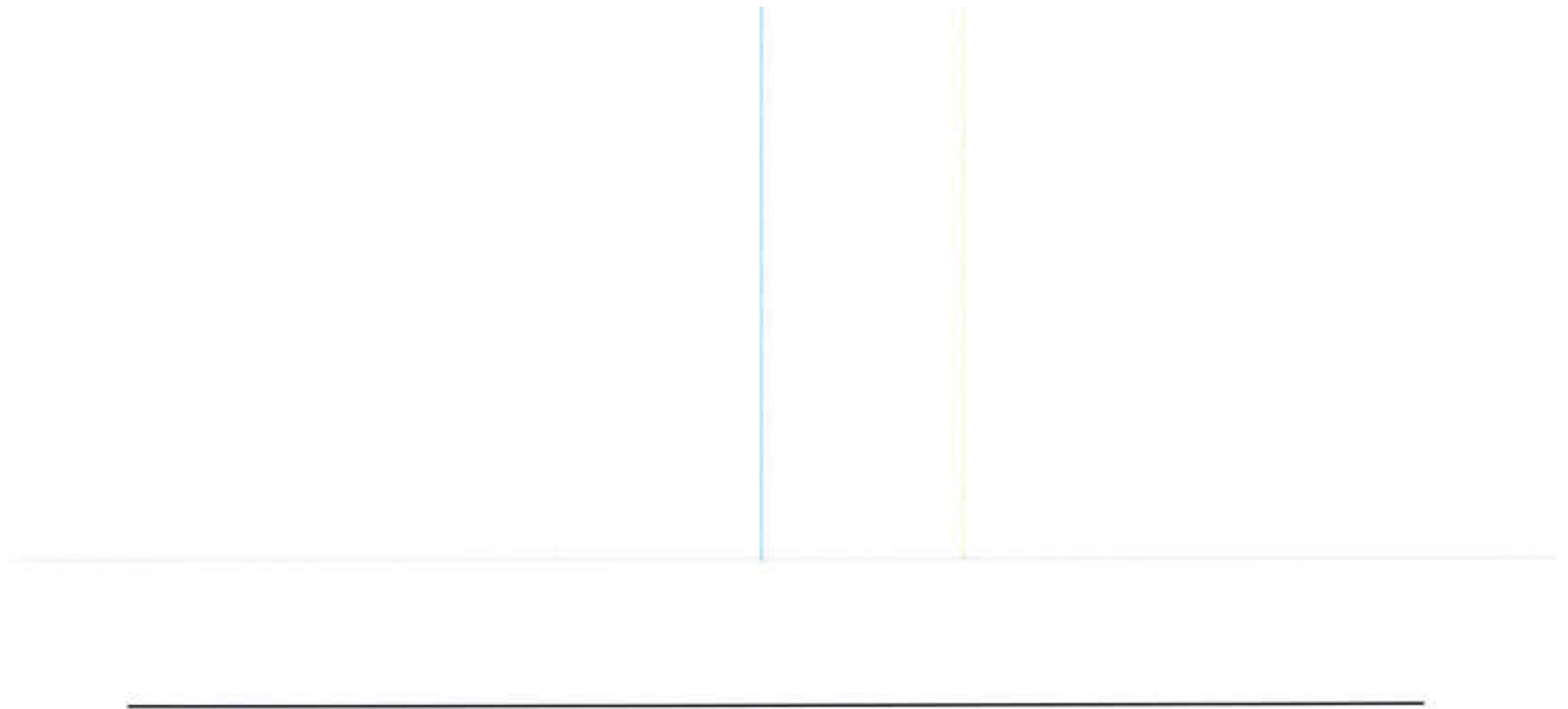
Watering: The natural trees that are not disturbed should not require regular irrigation, other than the 12 months following substantial root pruning. However, soil probing will be necessary to accurately monitor moisture levels. Especially in years with low winter rainfall, supplemental irrigation for the trees that sustained root pruning and any newly planted trees may be necessary. The trees should be irrigated *only* during the winter and spring months.

Watering Adjacent Plant Material: All plants near the trees should be compatible with water requirements of said trees. The surrounding plants should be watered infrequently with deep soaks and allowed to dry out in-between, rather than frequent light irrigation. The soil should not be allowed to become saturated or stay continually wet. Irrigation spray should not hit the trunk of any tree. A 60-inch dry-zone should be maintained around all tree trunks. An aboveground micro-spray irrigation system is recommended over typical underground pop-up sprays.

Washing: Periodic washing of the foliage is recommended during construction but no more than once every 2 weeks. Washing should include the upper and lower leaf surfaces and the tree bark. This should continue beyond the construction period at a less frequent rate with a high-powered hose only in the early morning hours. Washing will help control dirt/dust buildup that can lead to mite and insect infestations.

Spraying: If the trees are maintained in a healthy state, regular spraying for insect or disease control should not be necessary. If a problem does develop, an ISA Certified Arborist should be consulted; the trees may require application of insecticides to prevent the intrusion of bark-boring beetles and other invading pests. All chemical spraying should be performed by a licensed applicator under the direction of a licensed pest control advisor.

Inspection: All trees that were impacted during construction within the TPZ should be monitored by an ISA Certified Arborist for the first 5 years after construction completion. The Arborist should submit an annual report, photograph each tree and compare tree health and condition to the original, pre-construction baseline.



Appendix B

Sidewalk Solutions

Tree and Sidewalk Conflict Solutions

Trees and sidewalks are both key pieces of urban infrastructure that contribute to the pedestrian environment. Both contribute to the character and sense of place in a community as well as provide health and economic benefits while offering a means for comfortable active transportation. However, these two elements of the public streetscape are often in conflict with one another. Sidewalks and other hardscapes can preclude healthy tree growth and canopy development by limiting available soil volume, while tree roots often cause damage to sidewalks resulting in uplift and fall and trip hazards which can be costly to repair. These conflicts and the associated costs often overshadow the benefits provided by trees in the urban landscape, resulting in the removal of trees or the decision to avoid planting trees altogether. In reality, tree and infrastructure conflicts are due to inadequate site design and exacerbated by planting the wrong tree species for the allotted space. The cost of sidewalk repairs or removing and replacing trees is a significant investment that can be avoided with proper site design and species selection. There are a number of strategies for minimizing, avoiding or eliminating tree and sidewalk conflicts that can be employed by local or regional governments. Table 1 outlines tree and sidewalk conflict resolution tactics and design solutions that can be employed when replacing damaged sidewalks or installing new sidewalks. Employing these strategies is dependent upon policies, standards and design requirements, clear processes for implementation, and funding.

Local jurisdictions are required to abide by federal and state policies governing sidewalk design, such as the US Access Board Public Right-of-Way Accessibility Guidelines (PROWAG), Americans with Disabilities Act (ADA), and the California Building Code (CBC). Additionally, local jurisdictions can adopt local policies, standards, and plans that guide the management of trees and sidewalks. Examples include tree protection ordinances, street tree and sidewalk design requirements, tree planting standards and specifications, street tree lists, and long-range plans, such as urban forest management plans, bicycle and pedestrian plans/active transportation plans, the General Plan, and specific plans.

In order to successfully implement tree and sidewalk policies and standards, cities must have processes in place for implementation and maintenance, including review of development plans and strict code enforcement. If not managed within the same department, city departments managing street trees and sidewalks must maintain clear lines of communication and collaborate regularly. Approaching management of street trees and sidewalks within the same department can prove successful, as collaboration is easily facilitated. Forestry staff and engineers can jointly inspect conflicts or conduct plan review and work together to identify solutions. A formalized process will help guide these actions, such as outlined in the City of Seattle's; many of the solutions provided in Table 1 are based on the Toolkit included in Trees and Sidewalks Operations.

Cities must have reliable funding for management and oversight of its tree and sidewalk programs in order to successfully resolve or avoid conflicts. This includes funding for staff, tree planting, plan review, inspection and code enforcement, and maintenance and repairs. Examples of possible revenue streams to fund forestry and sidewalk programs include allocations from the general fund, partnering with nonprofit organizations, or allocations from taxes or fees, such as a gas tax, utility tax or development impact fees. Additional funding may also come from less traditional approaches, such as establishing a City nursery or composting program and offering these products for sale.

Table 1. Tree and Sidewalk Conflict Solutions

Solution Type	Pros	Cons	Estimated Cost (\$-\$\$\$\$)	Useful Life (Years-Decades-Centuries)	Example Image
Materials					
<i>The following sidewalk solutions present various materials for replacement/repair of a damaged sidewalk that may be used instead of concrete.</i>					
Asphalt	• Short-term to medium-term solution • Low initial cost • More flexible than concrete • May be used as a repair/replacement or for new sidewalks • Easily repaired	• Not widely used, creating conflicts with appearance and visual character • Useful life can vary greatly • Useful life shorter than that concrete	\$\$ (\$22 per linear foot)	Decades	 Image Source: Seattle Department of Transportation

SIDEWALK SOLUTIONS

Pavers	• Many types, materials, and colors available • More flexible than concrete, providing room for continued tree root growth • May be used as temporary repair or replacement, or when installing new sidewalk at the same time as trees	• Requires cutting to fit around other infrastructure (e.g., utilities, etc.) • Not all available types and materials are suitable for all locations, as required depth of excavation may vary • Durability varies by type	\$\$-\$\$\$ (\$10 to \$50 per square foot)	Decades	 Image Source: Carroll's Building Materials n.d.
Pervious Concrete	• Allows air and water to reach soil • May encourage deeper root growth and deter shallow root growth, reducing root damage to sidewalks • Provides better growing conditions	• Requires deeper excavation for installation of subbase layers • Requires more maintenance than standard concrete	\$\$\$-\$\$\$\$ (\$35 per linear foot)	Decades	 Image Source: Bay Area Pervious Concrete

SIDEWALK SOLUTIONS

Porous Asphalt	- Allows water to pass through to soil - May be used for replacement of large segments of sidewalk or installation of new sidewalks where infiltration is desirable (e.g., adjacent to bioretention)	Cannot be produced in small quantities and should only be used when long sidewalk segments are being installed (e.g., multiple blocks)	\$ - \$\$\$ (\$30 per linear foot)	Decades	
Decomposed Granite	- May be used as a pathway or walkway surface, or as a finished surface on top of planting soil in tree pits rather than mulch - Provides flexible but walkable surface near tree roots - Best used in parks on walking and cycling paths, or similar settings - May be used as a temporary repair near root zones or for installation of new pathways or walkways	- Not recommended for busy pedestrian routes (best in residential areas) - Requires more maintenance than asphalt or concrete, as uneven settling can occur - Americans with Disabilities Act compliance may require binders and regular maintenance	\$ - \$\$ (\$12 per linear foot)	Years	 Image Source: Bike Orlando

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Alternative Sidewalk Design Construction Methods					
The following sidewalk solutions present alternative sidewalk design and construction methods to better accommodate trees and resist damage to sidewalks.					
Reinforced or Thicker Slab	- Reinforcing concrete with steel rebar or wire mesh and/or using a thicker slab helps resist uplift of tree roots - May be used to correct uplift after other corrective actions have been taken	- May not be compatible with future utility installation - Should not be used where additional root growth is anticipated (i.e., sufficient soil volume should be provided)	\$\$-\$\$\$ (\$60 per linear foot for reinforced slab and \$40 per linear foot for 4-inch thickness)	Decades	 Image Source: E. F. Gilman
Expansion Joints	- Allow for some movement of concrete - Used to control the location of cracking - May be used as repair or replacement or for new sidewalks near existing trees (where roots may be pruned prior to installation and substantial root growth is not anticipated)	- Should not be used where significant additional root growth is anticipated (i.e., sufficient soil volume should be provided) - Short term solution	\$ (varies)	Decades	 Image Source: S. Kubiak and V. Kubiak

SIDEWALK SOLUTIONS

Monolithic Sidewalk	• The continuous installation of concrete with no grade change between sidewalk and street has greater weight (mass) to resist tree root uplift • Reduces potential for future weakness in pavement infrastructure • May be used in new development and in redevelopment	• Consideration must be given to impacts related to stormwater runoff and drainage patterns • Not ideal for areas where new root growth is expected (new plantings or continued growth)	\$\$\$ (\$60 per linear foot)	Century	 Image Source: Seattle Department of Transportation
Tree Pits/Expanded Tree Pits	• Alternative to planting strips where maintaining sidewalk width is important (e.g., business districts) • May be used in new development where tree pit sizing and tree selection are coordinated ("right tree, right place") or in existing development where sufficient space is available to expand existing tree pits	• Must establish minimum sizing requirements to ensure adequate soil volume • Continuous planter strips are preferred where feasible	\$ (\$15 per square yard for widening existing tree pits. No additional cost if implemented in new development design)	Decades	 Image Source: Morristown Shade Commission

DUDEK

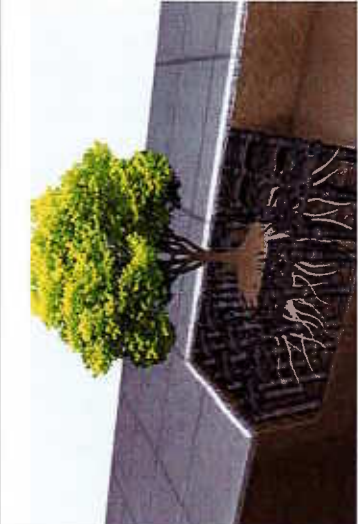
SIDEWALK SOLUTIONS

Bridging	• Provides grade separation between tree root zone and sidewalk • Does not require compacted subgrade allowing tree roots to grow in soil • Variety of materials can be used such as concrete or steel panels • May be used as repair or replacement of damaged sidewalk or to preserve a high value tree	• Site specific grading requirements may prevent use of this technique • A nonslip surface treatment is required for metal/steel materials • Additional Americans with Disabilities Act requirements related to grade differentials greater than 18 inches	\$\$\$\$ (\$225 per linear foot)	Decades	 Image Source: E. Gilman
Curb Extensions (Bulb-Outs)	• Increases pedestrian safety through traffic calming and shortening the crossing distance for pedestrians • Provides additional root growth area reducing likelihood of root damage to sidewalks • Provides flexibility for tree species selection • May be used in new development or as expansion of sidewalks and planting space in redevelopment	• Must consider impacts to drainage and existing utilities • Must consider site specific transportation conditions or impacts, including driver sight lines as well as bicycle and pedestrian facilities	\$\$\$-\$\$\$\$ (\$50 per linear foot excluding drainage and ramps)	Century	 Image Source: Dylan Passmore

SIDEWALK SOLUTIONS

Curb Realignment	• Shifts curb location to widen the planting strip • May be used for new development or redevelopment to provide additional space for new or existing trees	• Requires sufficient street widths • Must consider impacts to other infrastructure and utilities • Must consider site specific transportation conditions or impacts	\$\$\$ - \$\$\$\$ (\$50 per linear foot excluding drainage modification and ramps Minimal additional cost if part of new development design)	Century	 Image Source: Seattle Department of Transportation
Curving or Offset Sidewalk	• Allows for walkways that meander around planting areas, allowing trees more grow space • Increases pedestrian safety by separating sidewalks from vehicular traffic • May be used in new development or redevelopment to preserve existing trees or to provide sufficient grow space for new plantings	• Requires adequate space in the right of way • May require easement for use of private property	\$\$ - \$\$\$ (\$38 per linear foot)		 Image Source: Bartlett Tree Care

SIDEWALK SOLUTIONS

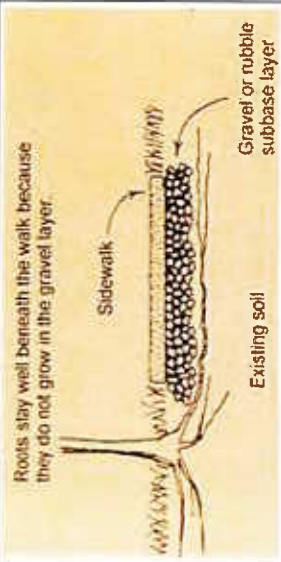
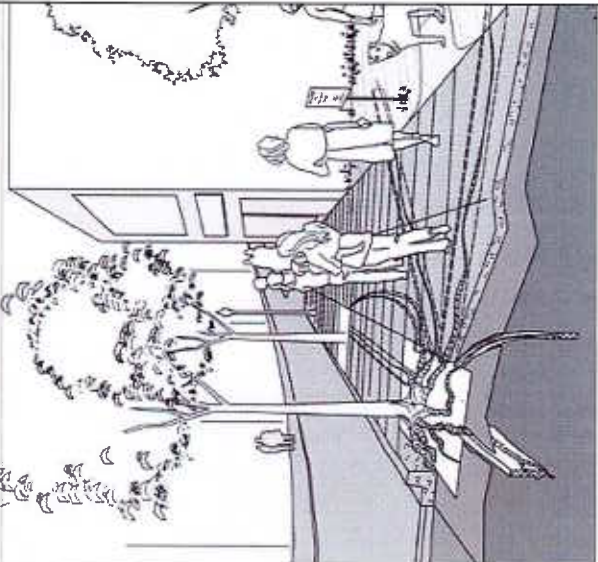
Easement	• May allow for use of private property where additional space is needed • Provides larger planting area for new or existing trees	• Requires coordination with property owner	\$ - \$\$\$ (Varies based on market value or dedication from property owner)	Century	 Image Source: Seattle Department of Transportation
Suspended Pavement Systems	• Provides space and soil volume for new tree plantings in areas that could not have supported tree root growth • Prevents root damage to pavement if implemented at the correct time	• Involves removing and repaving sidewalks if they already exist in the areas • Site specific grading requirements need to be taken into consideration	\$\$\$ - \$\$\$\$ (15- \$25/cubic foot)	Decades	 Image Source: DeepRoot

SIDEWALK SOLUTIONS

Lowered Tree Sites	• Can help prevent soil compaction due to pedestrian traffic • Can bring trees to streets with limited planting space and few underground infrastructure conflicts	• Can conflict with underground infrastructure; can only be implemented in areas that have limited potential for conflict • Lowered sites tend to accumulate trash and other debris, presenting a maintenance issue • Design must include a drainage plan because soil can be easily oversaturated	\$\$\$ - \$\$\$\$	Decades	 Image Source: Storm Tree
Root					
<i>The following sidewalk solutions present design solutions that specifically address tree roots.</i>					
Root Barriers	• Deters root growth to limit damage to pavement • May be added after tree planting to retrofit or address root issues	• Will not address all issues from tree roots, but will help deter	\$ (\$8 per linear foot)	Decades	 Image Source: Green Tech

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SIDEWALK SOLUTIONS

Modified Gravel Layer	• Suppressed root growth • More longevity than foam underlay and serves the same purpose • Thickness of gravel around roots can be adjusted to accommodate size	• Could wound tree roots making the trees more susceptible to soilborne pathogens • 4 inches of gravel is needed, if excavation would damage critical existing roots • Modified Gravel Layer may not be an option	\$ (\$0.70 per square foot at depth of 4 inches)	Decades	 Image Source: E. Gilman
Root Paths	• Can proactively direct paths for roots to grow, when designed at the beginning of planting • Help direct roots around utilities when planting space is limited	• Drainage away from or out of root path will need to be considered	\$ - \$\$ (\$600 to \$800 per tree)	Decades	 Image Source: Seattle Department of Transportation

SIDEWALK SOLUTIONS

Steel Plates	• Can be used as an alternative to root pruning • Can be used to help mitigate issues with roots that have already developed (reactionary)	• Can conflict with underground utilities • Requires sidewalk to be removed and replaced for installation	\$\$ - \$\$\$ (\$500 to \$1,000 per site)	Decades	 Image Source: Gordan Mann
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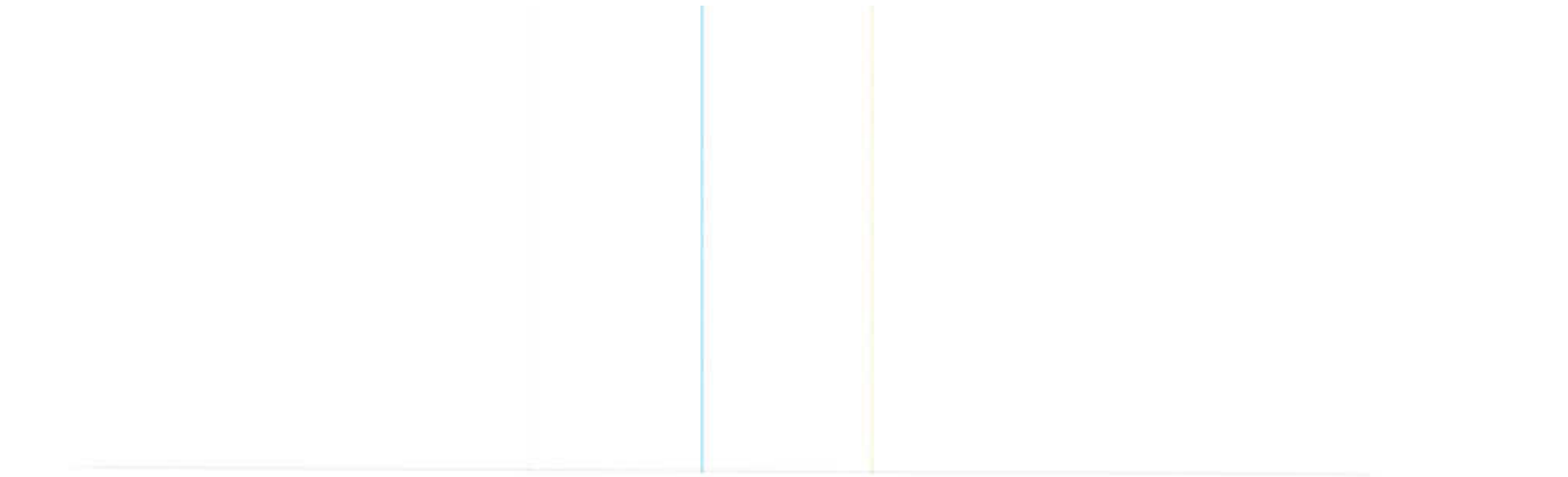
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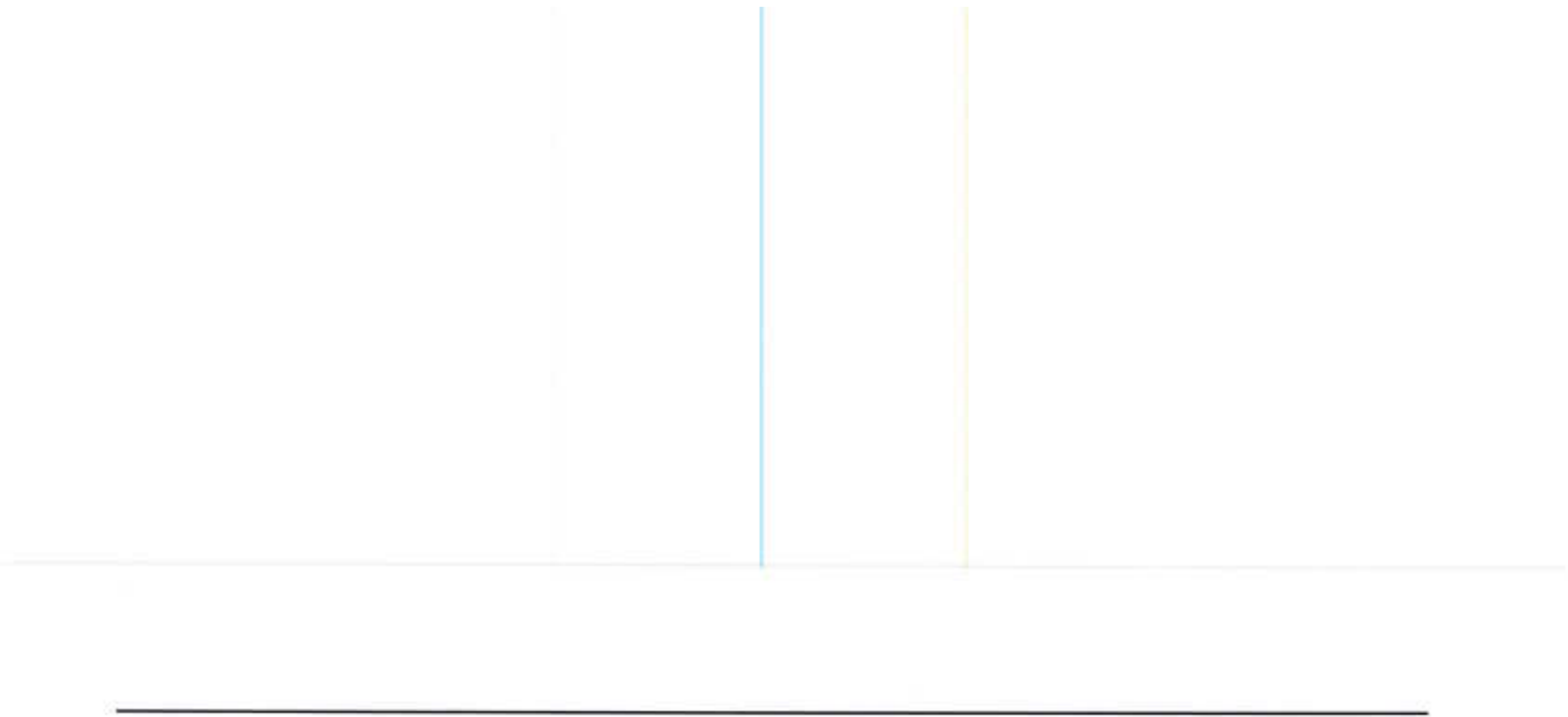
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SIDEWALK SOLUTIONS

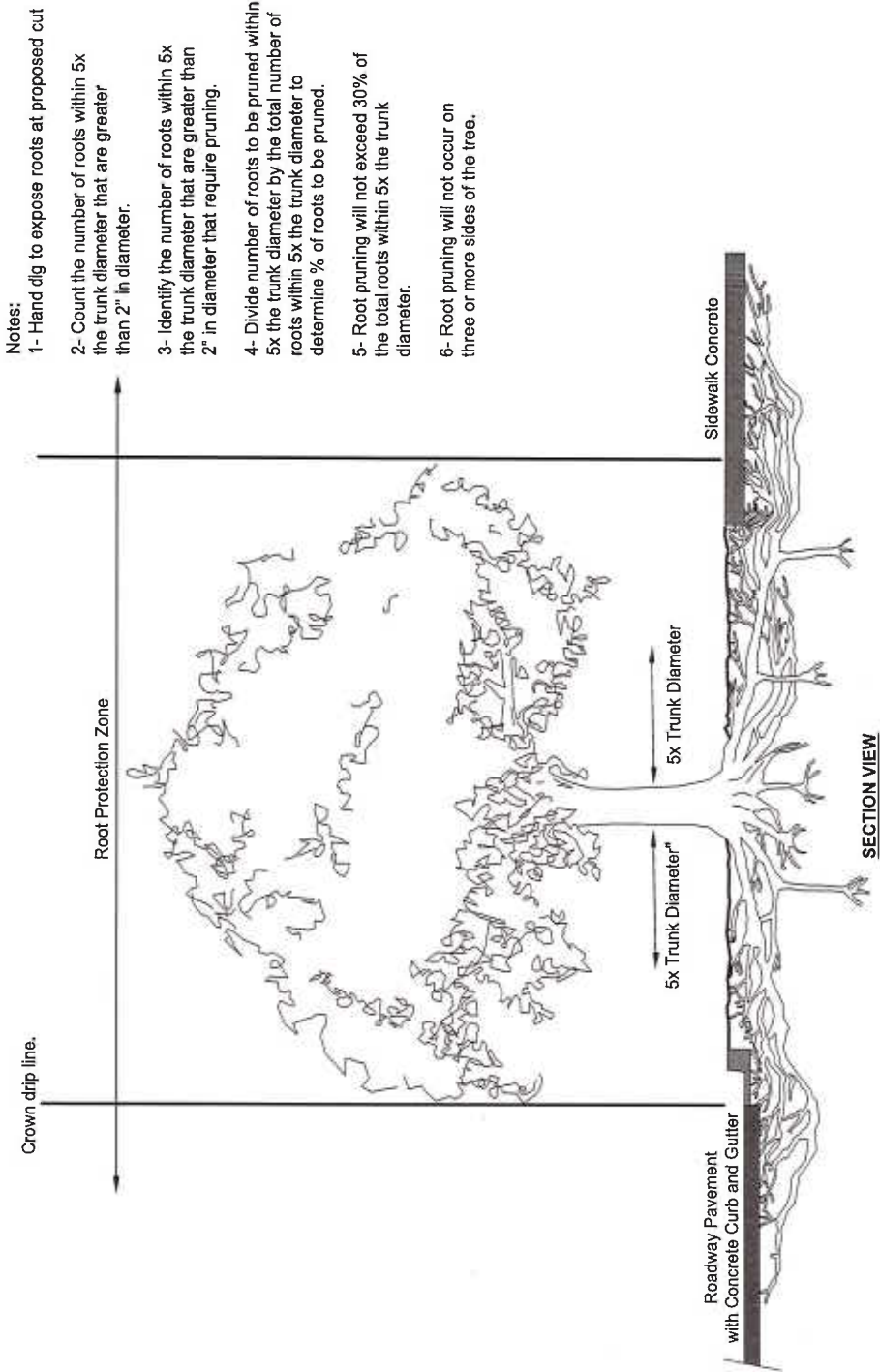
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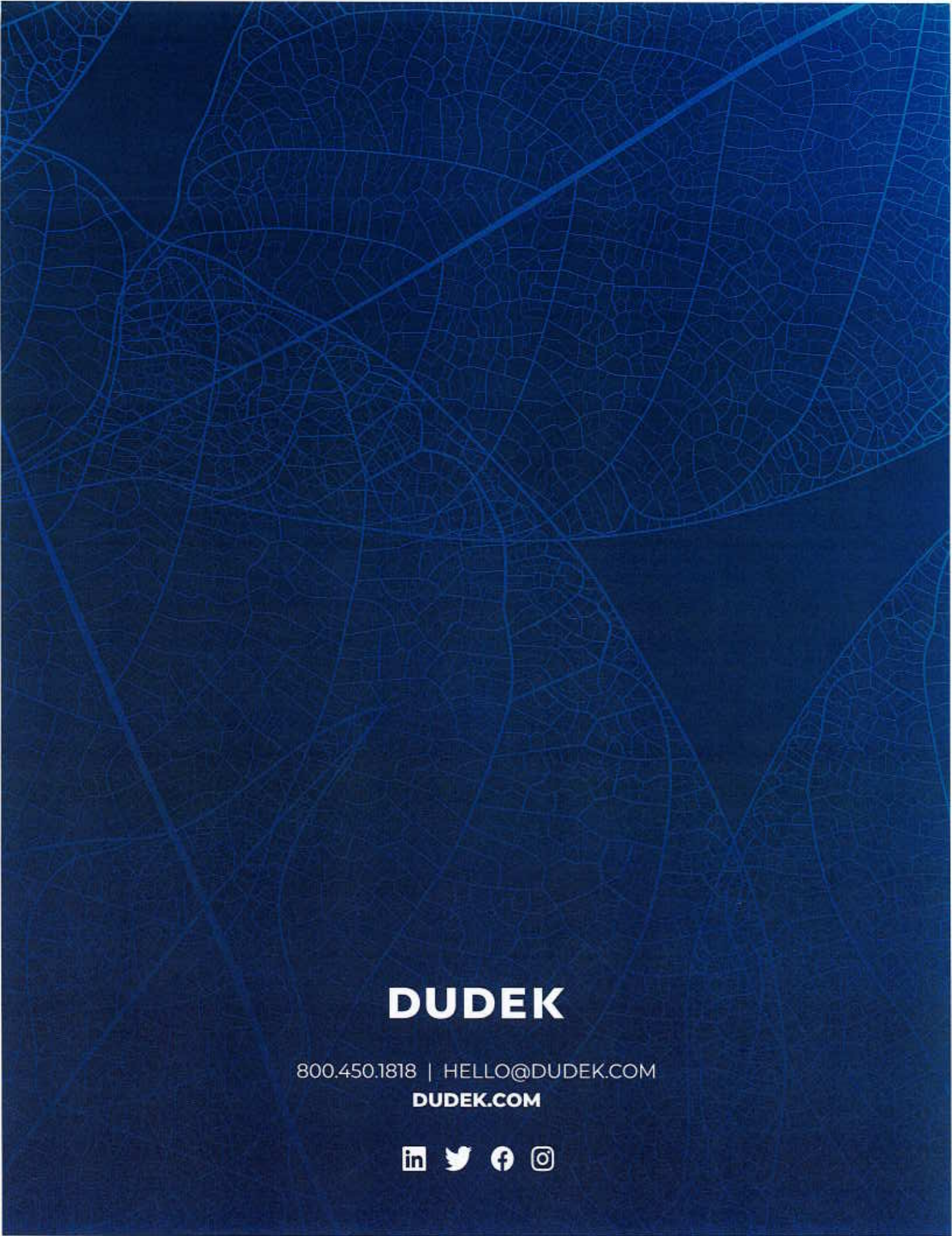
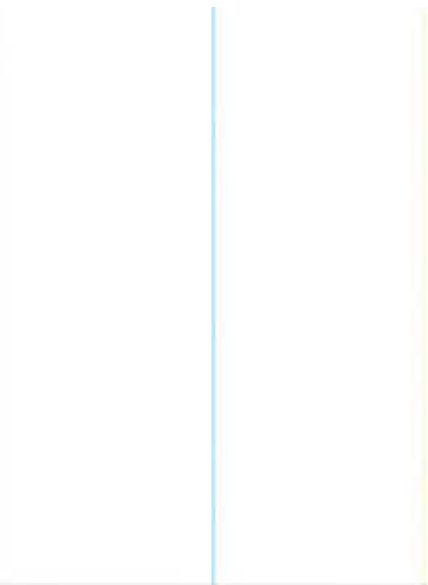
Appendix C

Root Pruning Considerations

Root Pruning Detail



ROOT PRUNING GUIDELINES



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CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. N.2

DATE: January 18, 2022

TO: City Council

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

SUBJECT: First Amendment to Agreement A-8294 with Brown and Caldwell for Primary Clarifiers and Activated Sludge Basins Improvement Project PW 21-17. (0/5/5)

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a First Amendment to Agreement A-8294 with Brown and Caldwell in the amount of \$330,069 for a new not to exceed contract amount of \$1,173,413 for additional design work required for the Primary Clarifiers & Activated Sludge Improvements Project PW 21-17 (Project No. 186607). (This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program.)

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

<https://youtu.be/kD97xthtjI4>

BACKGROUND

On March 16, 2021, the City Council approved Agreement A-8294 with Brown and Caldwell, in the amount of \$843,344, for design services for the Primary Clarifiers and Activated Sludge Tanks Improvement Project. The initial scope of work included:

- Develop a clear and concise preliminary design report (PDR) outlining seismic requirements, odor control, improved access and site safety, new mechanical equipment, pipework and appurtenances, treatment process efficiency, and effluent water quality.
- Provide a complete set of design drawings, specifications, and bid documents that incorporate the results of the PDR.
- Provide a bid item list with a cost estimate to be used for budgetary purposes by the City.
- Provide bid and construction phase services and support.
- Develop record drawings representing the final installation.

CIP Reference

Project No. 186607 - Primary Clarifiers and Activated Sludge Tanks Improvement Project - CIP 2021-2026 - Adopted May 18, 2021 – Pages 161.

DISCUSSION

As part of the original scope of work Brown and Caldwell developed a PDR that included a basis for design, treatment and equipment options, life cycle costs, and a preliminary construction cost estimate. Two workshops were held with the

Wastewater Division, Public Works Engineering, and Brown and Caldwell. Through the PDR process additional design parameters were identified as follows:

- Tier 2 structural analysis of the primary clarifiers required to determine California Building Code compliance. The Tier 2 structural analysis is required to comply with the California Building Code. The analysis will determine the amount of structural reinforcement/modification that is required to extend the life of the clarifiers
- Replacement of additional mechanical pipework both above and below ground. During the PDR process the primary clarifiers and activated sludge tanks were drained for inspection. During this process and upon closer inspection it was determined additional pipework and equipment has reached the end of its useful life and would need to be replaced.
- Bio-win wastewater treatment process simulator to model the effects of removing the bio-towers from service. The PDR identified additional treatment methods required within the activated sludge tanks to make up for bio-tower nutrient removal. By running a bio-win model different treatment scenarios can be simulated to identify aeration and mixing zones required for the final design.
- Changing the activated sludge process from two serpentine tanks to six parallel tanks with anaerobic and swing zones. The original scope of work called for replacement of existing equipment, however through the PDR it was determined that changing the configuration of the tanks would provide operational flexibility.
- Additional odor control analysis. In addition to traditional odor control measures Brown and Caldwell recommended taking a holistic approach by analyzing process changes, existing polymer dosing, and other chemical treatment to reduce odor.

Brown and Caldwell provided a proposal for the additional work required to deliver a fully integrated design that will allow for:

- Full rehabilitation and structural reinforcement for the primary clarifiers, including replacement of underground pipework
- Increased odor control efforts
- Decommissioning and eventual demolition of the bio-towers
- Additional mechanical/structural design and remediation for the activated sludge tanks
- Construction phase services associated with treatment process changes

The proposal was reviewed by the City Engineer, the Wastewater Division Manager, and the Supervising Civil Engineer.

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 amount of this First Amendment to Agreement A-8294 with Brown and Caldwell shall not exceed \$330,069 with a new not to exceed contract amount of \$1,173,413 for professional design services. The Primary Clarifiers and Activated Sludge Basins Improvement Project No. 186607 has available appropriations of \$2,600,000 from the Wastewater Capital Fund (617) for this phase of the Project.

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. Brown and Caldwell First Amendment A-8294
2. A-8294 Fully Executed
3. Presentation

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment (“First Amendment”) to the Agreement for Professional Services (“Agreement”) is made and entered into in the County of Ventura, State of California, this 18th day of January, 2022, by and between the City of Oxnard, a municipal corporation (“City”), and Brown and Caldwell (“Consultant”). This First Amendment amends the Agreement entered into on March 16, 2021, by City and Consultant.

City and Consultant agree as follows:

1. The amount in Section 7 of the Cover Page of the Agreement is hereby amended to “\$1,173,413”.

2. The reference to the Scope of Services Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to add also the Scope of Services as of January 18, 2022, Exhibit. The Scope of Services as of January 18, 2022, Exhibit is attached hereto and incorporated herein by this reference.

3. The reference to the Rates and Costs Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to add also the Rates and Costs as of January 18, 2022 Exhibit. The Rates and Costs as of January 18, 2022, Exhibit is attached hereto and incorporated herein by this reference.

4. The following Section 38 Iran Contracting Act Certification shall be added to the Agreement.

“In accordance with Public Contract Code Section 2200 et seq., the City requires that any person that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars (\$1,000,000) or more, must certify at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable. The form of such Iran Contracting Certificate is included with this Agreement and must be signed and dated under penalty of perjury.”

5. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

BROWN AND CALDWELL

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

Michael V. Puccio, Vice President² _____ 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 the amendment if the original contract and all amendments collectively total over \$200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total 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 AS OF JANUARY 18, 2022 EXHIBIT

Task 1: Program Management

Most Project Management activities are covered as part of the original contract. Brown and Caldwell will perform additional project management associated with the work as part of the First Amendment, including:

- Management of efforts of the Project Team including representatives from the City of Oxnard (City).
- Four additional progress meetings including preparation of meeting agendas and meeting minutes.
- Update project schedule to incorporate Amendment No. 1 tasks. Coordination with the City PM on revisions to the project and construction schedule.
- Project communication and coordination for all of the services related to the Amendment, including but not limited to coordination of meetings, site visits and communication between City staff and design team staff, including sub consultants.
- Additional QA/QC efforts associated with the expanded scope identified herein.

Task 2: Data Gathering, Site Visits and Preliminary Design Report

Brown and Caldwell will perform the following additional work as part of this Amendment:

- A life cycle analysis to determine the best diffuser selection for the OWTP. The analysis will evaluate up to four (4) different diffuser manufacturers/styles. The life cycle cost analysis will be completed on a 30-year cycle. It is assumed that the City will provide information such as the average power cost expected over the next 30 years, and any incentive/rebate information that may be available for installing energy efficient equipment. The life cycle analysis will incorporate the following:
 - Factors that are monetized:
 - Capital Cost
 - Energy Cost
 - Maintenance/Replacement frequencies and costs
 - Total life cycle cost
 - Factors that are included but not monetized:
 - Blower compatibility
 - Vendor competition
 - Ease of parts replacement
 - Confirmed installation history
 - Diffuser types to be evaluated:
 - Sanitaire EPDM membrane
 - EDI Nanopore Mini Panel
 - EDI Nanopore 9" Disc Diffuser
 - OTT Magnum Flexsil Tube Diffuser
 - Aerostrip Panels
- A short TM (up to 10 pages) will be developed documenting the results. It is assumed that the results will be presented to the City in a virtual 1-hour workshop. It is assumed that three staff from Brown and Caldwell are present at the virtual workshop. The

purpose of the workshop is to confirm the recommended diffuser and decide on a bidding method (i.e. competitively bid multiple vendors or to sole source). All results will be based on the PDR BioWin outputs which will be transmitted to the various vendors. The vendors will provide airflow and pressure loss calculations for BC's review and incorporation into this analysis.

- Process modeling of the AST's evaluating parallel mode vs serpentine mode, including the integration of anaerobic selector zones. Results to be incorporated into the PDR.
- Optimization evaluation of the existing CEPT system based on recent water quality data. Results to be incorporated into the PDR.
- Analyze alternatives for splitting flow evenly into the AST's using hydraulic modeling methods and recommend the most-suitable alternative considering feasibility, effectiveness and high-level cost. Primary clarifier effluent and RAS discharge will be considered in the evaluation. A comparison of alternatives using the hydraulic model will be incorporated into the PDR.
- Mechanical, structural, electrical and instrumentation design elements associated with the conversion of the existing AST's from fully aerobic to operation with anaerobic zones as recommended by process modeling. The modifications relating to anaerobic control zones include but are not limited to baffle walls, mixers, and demolition of existing equipment. Results to be incorporated into the PDR.
- Miscellaneous mechanical items at the ASTs including replacement of the 3W water lines and valves at the ASTs (3 hose connections per tank) along with foam spray piping and nozzles. Replacement of existing AST drain valves (mud valves) at each AST.
- Mechanical and structural design elements associated with the recommended hydraulic (flow splitting) improvements throughout the aeration basins, including the primary clarifier effluent flow and RAS discharge into the AST's. Capacity impacts to existing interstage and RAS pump stations will be included in the evaluation. However, pump modifications are not included. Results to be incorporated into the PDR.

Task 4 – 50% Design Services

Brown and Caldwell will perform the following additional work as part of the First Amendment:

- Preparation of 50% level drawings including additional general, structural, mechanical, electrical and instrumentation drawings pertaining to the ASTs and primary clarifiers to reflect the scope items herein and the improvements provided within the PDR.
- Additional specifications to be included as part of the 50% design package to incorporate the improvements provided in the PDR.

Task 5 – Final Design Services

Brown and Caldwell will perform the following additional work as part of the First Amendment:

- Preparation of 90% and Final Design drawings including additional general, structural, mechanical, electrical and instrumentation drawings pertaining to the ASTs and primary clarifiers to reflect the recommended improvements.
- Additional specifications to be included as part of the 90% and Final Design packages to incorporate the recommended improvements.

Task 6 - Bid Phase Services

Brown and Caldwell will perform the following additional work as part of the First Amendment:

- Responses to requests for information (RFIs) and requests for clarification (RFCs) received during the bid period.
- Incorporate all addenda issued during the Bid Period into a conformed set of contract documents.

Task 8 – GHD Amendment

GHD Inc. (CONSULTANT) will perform the following additional work as part of the First Amendment.

Subtask 8.1 - Additional structural analysis and design

Effort relating to Subtask 8 items listed below, is limited to the hours defined in Task 8 – GHD Inc. Fee Estimate of the Rates and Costs as of Rates and Costs as of January 18, 2022, Exhibit.

Subtask 8.1.1 – Structural Evaluation and Analysis - Existing structures

Additional CONSULTANT effort relating to analysis of the primary clarifiers includes the following:

- Structural analysis of the existing clarifiers main structural system based on available record information, information from previous tests performed and reports, and methods presented in ASCE 7-16 and the 2019 California Building Code.
- Summary of the structural analysis findings and proposed clarifiers' retrofit/rehabilitation design will be included in final PDR submittal.
- Clarifiers' retrofit/rehabilitation design will be incorporated in 50% design submittal
- Clarifiers' retrofit/rehabilitation design will be incorporated in final design submittal

Consultant analysis will be summarized in a standalone technical memorandum, and included with the 50 percent complete design, and will serve as the basis for the design.

Subtask 8.1.2 – Structural design - proposed improvements

GHD Inc. will complete additional structural design for the change in the collection of the primary clarifier scum, prior to conveyance to the thickeners. Design will be included in the updated 30 percent complete design drawings.

Subtask 8.1.3 – Structural evaluation and design update to PDR

Based on the results of Task 8.1.1 and 8.1.2 above, GHD Inc. will update findings and recommendations in the Preliminary Design Report (PDR), related to the structural conditions and rehabilitation.

Subtask 8.1.4 – Addition structural 50% Design

Based on feedback from CITY on 30 percent complete design, GHD Inc. will update and expand on the design of the additional structural elements identified above to a 50 percent level of completion and will include in the 50 percent submittal package.

Subtask 8.1.5 – Addition structural Final Design

Based on feedback from CITY on 50 percent complete design, GHD Inc. will update and finalize the design of the additional structural elements identified above and will include in the final design submittal package.

Subtask 8.1.6 – Addition structural Construction Phase Services

GHD Inc. will provide additional construction phase services including shop drawing and material submittal review, general observation, and additions to the record drawings, regarding the additional structural elements as identified above.

Subtask 8.2 – Additional site civil design - Pavement replacement around the primary clarifiers

Effort relating to Subtask 8 items listed below, is limited to the hours defined in Task 8 – GHD Inc. Fee Estimate of the Rates and Costs as of January 18, 2022, Exhibit.

Subtask 8.2.1 – Pavement Replacement 50% Design

As requested, and directed by CITY, GHD Inc. will prepare the design drawings and details for the removal and replacement of the existing pavement around the primary clarifiers to the limits prescribed by CITY. GHD Inc. design will be based on available, previous geotechnical recommendations, or on a replace in kind basis. This design will include an additional plan sheet for pavement, and existing surface feature removal, and/or salvage, and for replacement by detail or specification, and will be included in the 50 percent submittal package.

Subtask 8.2.2 – Pavement Replacement Final Design

Based on feedback from CITY on 50 percent complete design, GHD Inc. will update and finalize the pavement replacement design, and will include in the final design submittal package.

Subtask 8.2.3 – Pavement Replacement Bid Support

During the bid portion of this project, GHD Inc. will support CITY and CLIENT (Brown and Caldwell) efforts, relating to the pavement replacement design, including responding to bidder questions, and preparation of the conformed documents.

Subtask 8.2.4 – Pavement Replacement Construction Phase Services

GHD Inc. will provide construction phase services related to the pavement replacement, including shop drawing and material submittal review, general observation, and additions to the record drawings.

Subtask 8.3 – Additional design - Scum and primary sludge piping replacement

Effort relating to Subtask 8 items listed below, is limited to the hours defined in Task 8 – GHD Inc. Fee Estimate of the Rates and Costs as of January 18, 2022, Exhibit.

Task 8.3.1 – Subgrade piping replacement 50% Design

As requested, and directed by CITY, GHD Inc. will prepare the design drawings and details for the removal and replacement of the existing scum and primary sludge piping from each clarifier

to the limits of the pavement replacement around the primary clarifiers. GHD Inc. design will be based on available as-built information and excludes potholing and subsurface utility exploration. This design will include up to four additional plan sheets for piping layout and profile and will include trench bedding and backfill requirements by detail or specification and will be included in the 50 percent submittal package.

Subtask 8.3.2 – Subgrade piping replacement Final Design

Based on feedback from CITY on 50 percent complete design, GHD Inc. will update and finalize the subgrade piping design, and will include in the final design submittal package.

Subtask 8.3.3 – Subgrade piping replacement Bid Support

During the bid portion of this project, GHD Inc. will support CITY and CLIENT (Brown and Caldwell) efforts, relating to the subgrade piping replacement design, including responding to bidder questions, and preparation of the conformed documents.

Subtask 8.3.4 – Subgrade piping replacement Construction Phase Services

GHD Inc. will provide construction phase services related to the subgrade piping replacement, including shop drawing and material submittal review, general observation, and additions to the record drawings.

Subtask 8.4 – Additional design – Odor control alternatives

Effort relating to Subtask 8 items listed below, is limited to the hours defined in Task 8 – GHD Inc. Fee Estimate of the Rates and Costs as of January 18, 2022, Exhibit.

Subtask 8.4.1 – Additional odor control improvements 30% design

As requested, and directed by CITY, GHD Inc. will prepare the design drawings and details for the addition of odor control covers over the launders, and connection to the new odor control system. GHD Inc. design will be based on the implementation of a single, biological odor control system. This design will include up to four additional plan sheets for launder cover design and connections and by detail or specification and will be included in the 30 percent submittal package.

Subtask 8.4.2 – Additional odor control improvements 50% design

Based on feedback from CITY on 30 percent complete design, GHD Inc. will update and expand the additional odor control improvements design to a 50 percent level of completion and will include in the 50 percent submittal package.

Subtask 8.4.3 – Additional odor control improvements Final design

Based on feedback from CITY on 50 percent complete design, GHD Inc. will update and finalize the additional odor control improvements design and will include in the final design submittal package.

Subtask 8.4.4 – Additional odor control improvements Bid Support

During the bid portion of this project, GHD Inc. will support CITY and CLIENT (Brown and Caldwell) efforts, relating to the additional odor control improvements design, including responding to bidder questions, and preparation of the conformed documents.

Subtask 8.4.5 – Additional odor control improvements Construction Phase Services
GHD Inc. will provide construction phase services related to the additional odor control improvements, including shop drawing and material submittal review, general observation, and additions to the record drawings.

RATES AND COSTS AS OF JANUARY 18, 2022, EXHIBIT

Table 1. Phase Breakdown and Fee Summary			
Phase	Description	Labor Hours	Effort
100	Program Management	223	\$49,887
200	Data Gathering, Site Visit and PDR	464	\$79,488
400	50% Design Services	252	\$42,376
500	Final Design Services	255	\$42,973
600	Bid Phase Services	27	\$4,656
800	GHD Amendment	625	\$110,689
Amendment No. 1 Subtotal		1,846	\$330,069
Original Contract Subtotal		4,450	\$843,344
Total Fee (including Amendment)		6,296	\$1,173,413

Oxnard, City of (CA) - PW-21-17 WWP Improvements																											
Phase	Phase Description	Joe, Frederick N.	Sam, S.	Kathleen S.	George A.	Henneman, Stephen M.	Wong, Ryan R.	Falken, Eric J.	Christopher J.	Robley, Malvin H.	Cadd, Frank R.	Resop, Christopher J.	Cookburn, Daniel L.	May, David	Savoy, Linda K.	Perencia, Victoria C.	Tran, Vy-Van D.	Blasing, Brandon M.	Limonez, Jose A.	William, Richard N.	GHD	Total Labor Hours	Total Labor Effort	Total Expense	Total Effort		
100	Program Management	115	4	0	2	20	0	0	2	0	0	0	0	0	36	0	0	0	0	28	16	223	49,887	0	0	49,887	0
101	Project Management	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	1,180	0	0	1,180	0
102	Project Kickoff meeting	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
103	Progress Meetings	20	0	0	2	20	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	46	9,004	0	0	9,004	0
104	Project Schedule	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	787	0	0	787	0
105	Project Communication	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12	2,360	0	0	2,360	0
106	Project Coordination	68	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	68	13,371	0	0	13,371	0
107	QA/QC	0	0	0	0	0	0	0	0	0	0	0	0	36	0	0	0	0	0	26	16	78	21,749	0	0	21,749	0
108	Monthly Invoicing	5	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9	1,438	0	0	1,438	0
200	Data Gathering, Site Visit and PDR	53	0	6	0	92	33	49	17	19	12	14	6	0	8	8	23	124	0	0	0	464	79,488	0	0	79,488	0
201	Activated Sludge Basins	36	0	6	0	92	24	44	16	14	12	14	2	0	8	8	23	24	0	0	0	323	56,571	0	0	56,571	0
202	Primary Clarifiers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	1,001	0	0	1,001	0
203	Preliminary Construction Schedule	3	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	2	393	0	0	393	0
204	List of Drawings and Specifications	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	1,016	0	0	1,016	0
205	Proposed Construction Sequencing	0	0	0	0	0	0	0	0	1	0	0	2	0	0	0	0	0	0	0	0	7	1,412	0	0	1,412	0
206	PDR Workshops	0	0	0	0	0	0	1	1	4	0	0	0	0	0	0	0	0	0	0	0	122	19,095	0	0	19,095	0
207	Hydraulic Modeling	10	0	0	0	0	8	4	0	0	0	0	0	0	0	0	0	0	100	0	0	0	0	0	0	0	0
400	50% Design Services	37	0	2	0	8	55	45	19	19	22	16	2	0	0	2	25	0	0	0	0	259	42,376	0	0	42,376	0
401	Drawings	27	0	0	0	4	32	32	12	12	17	16	0	0	0	0	2	25	0	0	0	179	29,973	0	0	29,973	0
402	Specifications	8	0	2	0	4	16	12	4	4	5	0	0	0	0	0	0	0	0	0	0	55	9,338	0	0	9,338	0
403	Construction Cost Estimate	2	0	0	0	0	6	0	2	0	0	0	2	0	0	0	0	0	0	0	0	12	1,965	0	0	1,965	0
404	50% Design Workshop	0	0	0	0	0	0	1	1	3	0	0	0	0	0	0	0	0	0	0	0	6	1,200	0	0	1,200	0
500	Final Design Services	36	0	3	0	11	51	45	13	21	24	12	4	0	0	7	28	0	0	0	0	255	42,974	0	0	42,974	0
501	90% Design - Drawings	10	0	0	0	4	20	20	6	8	10	8	0	0	0	5	16	0	0	0	0	107	17,813	0	0	17,813	0
502	90% Design - Specifications	8	0	2	0	4	10	10	4	6	6	0	0	0	0	0	0	0	0	0	0	50	8,913	0	0	8,913	0
503	90% Design - Construction Cost Est	2	0	0	0	0	1	0	0	0	0	0	2	0	0	0	0	0	0	0	0	5	900	0	0	900	0
504	90% Design Workshop	0	0	0	0	0	0	0	1	1	3	0	0	0	0	0	0	0	0	0	0	5	1,104	0	0	1,104	0
505	Final Design - Drawings	7	0	0	0	2	10	8	1	4	4	4	0	0	0	0	2	12	0	0	0	54	8,570	0	0	8,570	0
506	Final Design - Specifications	6	0	1	0	1	4	6	1	0	4	0	0	0	0	0	0	0	0	0	0	23	4,100	0	0	4,100	0
507	Final Design - Const Cost Estimate	3	0	0	0	0	6	0	0	0	0	0	2	0	0	0	0	0	0	0	0	11	1,574	0	0	1,574	0
600	Bid Phase Services	11	0	0	0	0	6	2	2	2	0	1	0	0	0	0	1	2	0	0	0	27	4,656	0	0	4,656	0
601	Respond to Bidder Questions	4	0	0	0	0	2	2	2	2	0	0	0	0	0	0	0	0	0	0	0	12	2,338	0	0	2,338	0
602	Pie-Bid Meeting	3	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	685	0	0	685	0
603	Confirmed Documents	4	0	0	0	0	3	0	0	0	0	1	0	0	0	0	1	2	0	0	0	11	1,632	0	0	1,632	0
800	GHD Amendment 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
701	Task 1 - Structural	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
702	Task 2 - Site Civil	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
703	Task 3 - Storm/Sludge Piping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
704	Task 4 - Odor Control	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
GRAND TOTAL		252	4	11	2	131	145	141	53	61	58	43	12	36	8	18	78	124	28	16	1,221	219,380	107,465	110,689	330,069	Original Agreement Amount: \$843,344	
		Hours and Dollars are rounded to nearest whole number. To display decimals, change the format of the cells.																								New Total Agreement Amount: \$1,173,413	

320 Goddard Way Suite 200
Irvine, California 92618
United States
www.ghd.com



Task 8 - GHD Inc. Fee Estimate

Task 8	Project Director	Project Manager	Structural Lead	Structural PE	Structural QA/QC	Structural Drafter	Odor Control Designer	Design Drafter	Field Inspector	Site Civil	Estimate Project Total
	Mark Donovan \$285	Frederick Tack \$210	Francisco Andrade \$240	TBD \$155	Samantha Moose \$210	TBD \$125	Lisa Dietrich \$140	Nichole Gerszewski \$125	David Hillard \$155	Steve Townsend \$195	
Task 8 Description											
Subtask 8.1 Additional structural analysis and design	2	12	132	72	16	24	0	0	24	0	\$56,070
Subtask 1.1 Structural Evaluation and Analysis - Existing structures	0	2	60	4	0	0	0	0	0	0	\$15,440
Subtask 1.2 Structural design - proposed improvements	0	2	16	4	0	0	0	0	0	0	\$4,880
Subtask 1.3 Structural evaluation and design update to PDR	1	2	24	0	8	0	0	0	0	0	\$8,145
Subtask 1.4 Addition structural 50% Design	0	2	12	24	4	24	0	0	0	0	\$10,860
Subtask 1.5 Addition structural Final Design	1	2	12	24	4	0	0	0	0	0	\$8,145
Subtask 1.6 Addition structural Construction Phase Services	0	2	8	16	0	0	0	0	24	0	\$6,540
Subtask 8.2 Additional site civil design - pavement replacement around the primary clarifiers	1	22	0	0	0	0	0	32	16	22	\$15,675
Subtask 2.1 Pavement Replacement 50% Design	0	8	0	0	0	0	0	16	0	8	\$5,240
Subtask 2.2 Pavement Replacement Final Design	1	8	0	0	0	0	0	16	0	8	\$5,525
Subtask 2.3 Pavement Replacement Bid Support	0	4	0	0	0	0	0	0	0	4	\$1,620
Subtask 2.4 Pavement Replacement Construction Phase Services	0	2	0	0	0	0	0	0	16	2	\$3,290
Subtask 8.3 Additional design - scum and primary sludge piping replacement	0	20	0	0	0	0	50	48	8	0	\$18,440
Subtask 3.1 Subgrade piping replacement 50% design	0	8	0	0	0	0	24	24	0	0	\$8,040
Subtask 3.2 Subgrade piping replacement Final design	0	8	0	0	0	0	16	24	0	0	\$6,920
Subtask 3.3 Subgrade piping replacement Bid Support	0	2	0	0	0	0	2	0	0	0	\$700
Subtask 3.4 Subgrade piping replacement Construction Phase Services	0	2	0	0	0	0	8	0	8	0	\$2,780
Subtask 8.4 Additional design - odor control alternatives	0	10	0	0	0	0	50	56	8	0	\$17,340
Subtask 4.1 Additional odor control improvements 30% design	0	2	0	0	0	0	8	16	0	0	\$3,540
Subtask 4.2 Additional odor control improvements 50% design	0	2	0	0	0	0	24	24	0	0	\$6,780
Subtask 4.3 Additional odor control improvements Final design	0	2	0	0	0	0	8	16	0	0	\$3,540
Subtask 4.4 Additional odor control improvements Bid Support	0	2	0	0	0	0	2	0	0	0	\$700
Subtask 4.5 Additional odor control improvements Construction Phase	0	2	0	0	0	0	8	0	8	0	\$2,780
Total Labor Hours	3	64	132	72	16	24	100	136	56	22	
Estimated Project Total	\$855	\$13,440	\$31,680	\$11,160	\$3,360	\$3,000	\$14,000	\$17,000	\$8,680	\$4,290	\$107,465

GHD Inc. 11227105

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): _____

Federal ID Number (or n/a): _____

By (Authorized Signature): _____

Printed Name & Title of Person Signing: _____

Date Executed _____

Executed in the County of _____ in the State of _____

OPTION No.2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed): _____

Federal ID Number (or n/a): _____

By (Authorized Signature): _____

Printed Name & Title of Person Signing: _____

Date Executed _____

Executed in the County of _____ in the State of _____

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: March 16, 2021
- (2) Consultant: Brown and Caldwell
- (3) Services: Design and Documentation for Primary Clarifiers and Activated Sludge Basins Improvement Project.
- (4) Schedule of Services: The services must be completed within 730 calendar days of the Agreement Start Date listed above.
- (5) Agreement Ending Date: March 15, 2023
- (6) Total Agreement Amount: \$843,344
- (7) City's Project Manager: Timothy Beaman, Project Manager
- (8) Consultant's Project Manager: Adam Zacheis, Project Manager
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

1000 Wilshire Boulevard, Suite 1690
Los Angeles, CA 90017
Attn: Adam Zacheis, Project Manager

FOR CITY:

305 West Third Street, East Wing, Third Floor
Oxnard, CA 93033
Attn: Timothy Beaman, Project Manager

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

azacheis@brwnncald.com

CITY'S PROJECT MANAGER:

timothy.beaman@oxnard.org

The Agreement for Professional 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
- ☒ Rates and Costs Exhibit
- ☒ Insurance Exhibit (INS-A)



AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL 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) Consultant" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant 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. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.
3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.
4. 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.
5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.
6. Invoices. Consultant 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.
7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant 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 Consultant 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 Consultant and its employees, agents and subcontractors. Consultant 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 Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
8. Non-Appropriation of Funds. Payments to be made to Consultant 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 and Department Director. Consultant hereby designates the person in the position listed in "(8) Consultant'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 Consultant.

10. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant's staff who are assigned to perform the Services. Consultant 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 Consultant'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 Consultant'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. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant 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 Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant 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. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant. Consultant 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 Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Consultant shall include a copy of this Section 12 in all contracts with its subcontractors, and Consultant 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.

13. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant 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 Consultant, City shall pay Consultant 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 Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and

indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

a. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. Insurance. Consultant 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 City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's 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 Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

16. 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 Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. 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. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant 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 16.

b. Consultant 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 Consultant 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 Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of 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 incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant 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. Consultant 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. Consultant 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, Consultant, 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 16 shall survive the termination of this Agreement.

17. 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 Consultant or is developed by Consultant 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 Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (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 Consultant 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, Consultant 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. Consultant 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 Consultant. 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 Consultant in reliance on any Confidential Information disclosed under this Agreement.

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

18. Independent Contractor. Consultant 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 Consultant or any of its employees, except as stated in this Agreement. Consultant 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 Consultant, 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 Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant 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. Consultant and its employees are not employees of City. Consultant 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. Consultant 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. Consultant agrees to pay all required taxes on amounts paid to Consultant 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. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant'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 Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19. Nondiscriminatory Employment. Consultant 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. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant 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 Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant 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.

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

22. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant 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 Consultant "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 Consultant has been retained pursuant to this Agreement.

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

24. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant 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 Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

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

26. 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.

27. 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.

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

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

30. 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.

31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant 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.

32. 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.

33. 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 Consultant 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 Consultant, 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.

34. 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.

35. 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) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

36. 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 Project Managers' emails listed in "(11) 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.

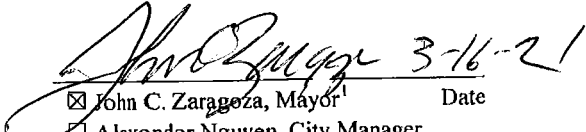
37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[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

BROWN AND CALDWELL

 3-16-21
☒ John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Agent
☐ Buyer

 March 10, 2021
Michael V. Puccio,² Date
Vice President

ATTEST:

 3/16/21
Rose Chaparro, City Date
Clerk (only if Mayor signs)

APPROVED AS TO FORM:

 3-1-21
Stephen M. Fischer, City Date
Attorney (always required)

¹ The City Council must authorize and the Mayor must sign any agreement over \$175,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$175,000 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; 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 date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

BROWN AND CALDWELL

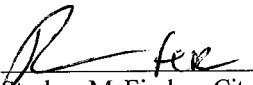
☒ John C. Zaragoza, Mayor¹ _____ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Agent
☐ Buyer

Michael V. Puccio,² _____ Date
 Vice President

ATTEST:

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

APPROVED AS TO FORM:

 3-1-21
 Stephen M. Fischer, City Attorney (always required) _____ Date

¹ The City Council must authorize and the Mayor must sign any agreement over \$175,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$175,000 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.

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- 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; 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

This work includes the design, specifications, and bid documents for the Oxnard Wastewater Treatment Plant (OWTP) Primary Clarifiers and Activated Sludge Basins Improvement Project (Project). A duration of eight (8) months is expected for the project's completion.

Task 1: Program Management

1. Project Management. Consultant shall coordinate all efforts of the Project Team including representatives from the City of Oxnard Public Works (City). The Consultant shall facilitate regular Project progress meetings and provide monthly written updates on the Project status and budget.
2. Project Kick-off Meeting. At the commencement of the Project, the Consultant shall facilitate a "kick-off" meeting with the City's engineering and operations staff to discuss the scope and parameters of the Project. The Consultant shall prepare and distribute a draft agenda in advance of the meeting for review and comment by the City. The Consultant shall prepare and distribute meeting minutes within three (3) business days of the meeting. The Consultant shall assume three (3) hours for the kick-off meeting with staff members.
3. Progress Meetings. Consultant shall attend monthly meetings at the City for the duration of the project and budget for eight (8) meetings. As part of the effort, the Consultant is responsible for developing meeting information and agenda prior to the meeting and meeting minutes within three (3) business days following the meeting with complete action tracking log. The Consultant shall assume two (2) hours for each meeting.
4. Project Schedule. Consultant shall develop a project schedule at the beginning of the project that covers preliminary design, recommendations, design drawings, specifications, construction cost estimate, bid documents, and bid/award support services. Project schedule shall be updated within two (2) weeks of the kickoff meeting.
5. Project Communication. Consultant shall develop a communications protocol to be followed by all team members to be submitted within one (1) week of starting the project. Communication protocol will include standard project communication as well as emergency communication protocols.
6. Project Coordination. Consultant shall coordinate all of the services of sub-consultants including site visits, site inspections, and shall ensure coordination with the City operations and engineering staff and other interested parties as outlined by the City.
7. Quality Assurance and Quality Control (QA/QC). The Consultant shall develop a QA/QC plan, to be followed for all submittals, within two (2) weeks of starting the project. The plan shall

include the staff who are responsible for reviewing design and documentation as well as the means for integrating review comments from the City.

8. Monthly Invoicing. The Consultant shall submit invoices on a monthly basis with all supporting documentation in a format acceptable to the City. Invoices requiring amendment shall be dated according to when the revised invoice is delivered to the City. Invoices shall be delivered electronically to the Project Manager and to PWInvoices@Oxnard.org.

Task 2: Data Gathering, Site Visit, and Preliminary Design Report

The Consultant shall create a preliminary design report (PDR) equivalent to the 30% design level, for both the activated sludge basins and the primary clarifiers, which includes various components such as design criteria, process design, structural, mechanical, electrical, and instrumentation and control design, and construction cost estimates. The PDR shall include a summary of design assumptions and design points. The Consultant shall review existing record drawings, reports, condition assessments, and design drawings currently in development to further understand the existing conditions. The City has several past reports completed by different consultants regarding the condition and proposed improvements of the activated sludge basins and the primary clarifiers. The Consultant will be provided with copies of these reports for review and possible acceptance, understanding that the PDR developed as part of this project shall comply with current seismic code and be stamped by a professional engineer accepting responsibility for its contents. In addition the Consultant shall interview Operation's Staff on how each process is currently operating. The Consultant shall undertake a field visit to collect information required to produce a PDR. Specific project scope elements, which are to be evaluated in the PDR and ultimately incorporated into the final design and bid documents, include the following:

1. Primary Clarifiers

A. Structural Design: Consultant shall develop a 30% structural design based upon previous reports and their own assessment. Design shall incorporate seismic retrofitting, concrete and reinforcement repair, crack repair, material design, types and strengths, coating requirements, and anchoring. Access, including outlet box, stairways, bridges, ladders, grating, and walkways shall be included as part of the structural design.

B. Mechanical Design: The mechanical design shall include, but not be limited to, isolating valves, odor control, sludge scraper/skimers, scraper frame, scraper drive mechanism, primary sludge pumps, and primary scum ejector pumps. The launders, launder supports, and bridges 2 & 4 were replaced in May 2020 and must be protected in place as part of this design.

C. Electrical Design: The Consultant shall develop a 30% electrical design based upon the criteria and findings from the above tasks. The design shall consider available power, and location of power source. The Consultant shall provide a single-line diagram as part of the 30% submittal.

2. Activated Sludge Basins

A. Structural Design: Consultant shall develop a 30% structural design based upon previous reports and their own assessment. Design shall incorporate seismic retrofitting, concrete and reinforcement repair, material design, types and strengths, coating requirements, and anchoring.

B. Process Design: Complete initial process design utilizing operational requirements. Initial process design shall include major design parameters including biological loading analysis, water quality requirements, and the future demolition of the bio-towers. The Consultant shall provide associated process flow diagrams and process and instrumentation diagrams.

C. Mechanical Design: Mechanical design criteria shall be developed based on the process requirements and existing hydraulic conditions. The mechanical design shall include, but not be limited to, isolating valves and gates, aeration piping, suitability of existing blowers, aeration control valves, metering/control devices, diffusers (type, manufacturer, and quantity), analyzers and sensors.

D. Electrical Design: The Consultant shall develop a 30% electrical design based upon the criteria and findings from the above tasks. The design shall consider lighting, control valves, sensors, available power, and location of power source. The Consultant shall provide a single-line diagram as part of the 30% submittal.

E. Instrumentation and Control Design: Consultant shall provide an instrumentation and control design based on the new SCADA design and interviews with staff to determine the most efficient long-term operational strategies and instrumentation and control design. The narrative shall also include a description of start-up process, continuous operation, proposed interlocks, and other control expectations/requirements.

3. Preliminary Construction Schedule: The Consultant shall include a preliminary construction schedule indicating the proposed sequence of work, durations, critical milestones, logic ties, and critical path.

4. List of Drawings and Specifications: The preliminary design submittal shall include a list of anticipated technical specifications and drawings for all aspects of the facilities construction including civil, structural, mechanical, demolition, and electrical and instrumentation.

5. Proposed Construction Sequencing: The Consultant shall provide a proposed construction sequencing that will support an optimum construction schedule. Factors to consider include, but are not limited to, the ability to continuous operation of the activated sludge basins and primary clarifiers.

Deliverable

The PDR shall be organized with separate sections for the primary clarifiers and activated sludge basins. Each section or subsection shall fully document the options considered, analysis performed, references used, assumptions made, basis of design assumptions, Consultant's recommendations, and basis of the recommendations. Each section and subsection of the PDR shall be presented in the format of a narrative report with figures, tables, flow diagrams, and other exhibits and to sufficient detail to allow the City to fully understand the design intent and long-term operational requirements. The PDR shall be submitted in editable electronic Word

version of the draft PDR report, including 11 x 17 schematic drawings and preliminary cost estimates for the City's review.

Task 3: Permitting

The Consultant shall develop a Permit Plan for the project. The Permit Plan will identify all permits required for the design and construction. The Permit Plan shall include, at a minimum, the following:

1. Coastal Development Permit.
2. Ventura County Air Pollution Control District.
3. The Consultant shall perform and prepare all required CEQA documentation (i.e. CEQA checklist, initial study, notice of preparation, etc.) and supporting environmental information (i.e. Categorical Exemption, Negative Declaration, Environmental Impact Report, etc). The Consultant shall be responsible for all public notices, mailings and filing fees. For budgetary purposes, Consultant shall include \$30,000 in its budget for a categorical exemption, negative declaration, or mitigated negative declaration as a total estimate for the permitting work. The Consultant shall be responsible for all CEQA documentation, and shall incorporate any mitigation required by an environmental determination into the facility design.
4. All permits deemed to be the responsibility of the City shall be obtained by the Consultant on the City's behalf. The City will provide payment for all permit fees.

Task 4: 50% Design Services

The Consultant shall create a design, equivalent to the 50% design level, incorporating the approved basis of design and recommendations presented in the PDR. Under this subtask, the bulk of the preliminary design work shall be completed. The Consultant shall produce the following 50% design deliverables:

1. Title Sheet
 - Vicinity and location maps with contacts
 - Table of Contents
 - Drawing index ,general notes, symbols, abbreviations, and legends
 - Standard Details
2. Demolition:
 - Site Plan
 - Removal Plans
 - Details
 - Protection Requirements
 - Asbestos and Harmful Materials Testing
3. Structural
 - Structural Plans and Sections
 - Concrete Repair and Rehabilitation
 - Reinforcing Details

- Full Section Cuts
- Material Specifications
- Connection and Anchoring Details
- Elevations
- 4. Process Design
 - Full process diagrams
 - Instrumentation diagrams
- 5. Mechanical Design
 - Mechanical plans including coordination with structural, electrical, and instrumentation & controls
 - Equipment layout plans
 - Blowers
 - Piping plans and elevations
 - Pipe support details
 - Diffusers
 - Primary sludge pumps
 - Primary scum ejector pumps
 - Odor control
 - Weir covers
 - Materials specifications
 - Equipment specifications
 - Coating specifications
- 6. Electrical Design
 - Preliminary electrical loading and demands
 - Preliminary electrical equipment layout plans
 - Electrical single line diagram
 - Preliminary cable and conduit schedule
 - Panel schedule
- 7. Specifications
 - Preliminary technical specification with draft text in all sections
- 8. Construction Cost Estimate
 - The Consultant shall prepare an estimate of probable construction cost for the 50% design package. The cost estimate shall be transmitted along with the 50% design package.

Deliverable

50% design package shall include three (3) hardcopies of 22' x 34" plans and specifications along with electronic versions.

Task 5: Final Design Services

1. 90% Design: Drawings and specifications from the preliminary design phase shall be modified to account for any remaining design changes as a result of the preliminary (50%) design review. At the end of the 90% design phase, drawings and specifications shall be complete. The following tasks are to be completed:

- Demolition plans and details
- Structural drawings and details
- Mechanical drawings and details
- Electrical drawings (equipment, instrumentation) and details
- Instrumentation and control drawings
- Complete Specifications
- Construction cost estimate

Deliverable

90% design package shall include three (3) hardcopies of 22' x 34" plans and specifications along with electronic versions.

2. Final Design Submittal: During the final design phase, final comments from the 90% design submittal shall be incorporated into the drawings and specifications. This final submittal will not be reviewed by the City and will be considered the bid set. Tasks include:

- Production of final engineering drawings
- Production of final engineering specifications
- The Consultant shall prepare an estimate of probable construction cost for the 100% design package. The cost estimate shall be transmitted along with the final 100% design package

Deliverable

Final drawings shall be signed and sealed by a professional civil engineer registered by the State of California. The Consultant shall provide three (3) sets of 11" x 17" drawings, three (3) sets of 22" x 34" (D Size) drawings, four (4) sets of specifications, and one (1) electronic copy in PDF format of the final design package for bid purposes. All drawings shall be prepared using a version of AutoCAD 2018 or later and .dwg files be delivered to the City as part of the final submittal.

Task 6: Bid Phase Services

The Consultant shall provide assistance to the City during the project advertisement and award period. Bid phase assistance shall include, at a minimum, the following:

1. Response to requests for information (RFIs) and requests for clarification (RFCs) received during the bid period. Consultant shall provide a written response to questions within two (2) business days of questions received during the bidding period. The responses shall be provided in short memorandum format with the question and response shown.
2. Attendance and participation in the mandatory pre-bid meeting.

3. The Consultant shall incorporate all addenda issued during the Bid Period into a conformed set of contract documents.

Task 7: Construction Phase Services

Engineering services during construction (ESDC) shall include, at a minimum, the following:

1. Preconstruction Meeting: Attendance and participation in the Pre-Construction Meeting.
2. Project Progress Meetings: Attendance and participation in the Monthly Project Progress Meetings with the City and the Construction Manager to discuss the status of the Project and potential Project issues. The Consultant shall budget two (2) hours for each Project Progress Meeting, and one (1) hour travel time to and from meeting for a total of three (3) hours. The Consultant shall budget for a twelve month duration for the construction phase.
3. Submittal Review: Consultant shall review all shop drawing and material submittals transmitted by the construction contractor. The Consultant shall budget for a total of 20 submittals and a minimum of three (3) hours for the first review. The Consultant shall budget for 25% of all submittals and will require a resubmittal and additional review with a minimum of 1.5 hours budgeted for each resubmittal.
4. Change Order Review: Consultant shall review all change order requests submitted by the construction contractor. The Consultant shall review each request and make a formal statement regarding entitlement and the merit of the contractor's request. The Consultant shall budget for three (3) change order requests to be submitted during the construction phase. The Consultant shall budget a minimum of eight (8) hours for each change order request.
5. Project Close-out: The Consultant shall assist in the development of Project punch lists and coordinate the delivery of all Project-related documentation.
6. Record Drawings: The Consultant shall prepare a record drawing set based on the red-line drawings submitted by the construction contractor. The record drawings shall be prepared using a version of AutoCAD 2018 or later and shall be transmitted to the City within 30 calendar days of receipt of the contractor's red-line drawings. Electronic copies of the record drawings shall be submitted to the City in both AutoCAD and PDF formats. In addition, the Consultant shall submit three (3) hard copies of the record drawings on 22" x 34" bond paper.

RATES AND COSTS EXHIBIT

Staff Name	Classification/Title	Rates
Adam Zacheis	Managing Engineer	\$299.52
Rion Merlo	Executive Engineer	\$284.50
David May	Executive Engineer	\$278.83
Christopher Kindle	Managing Engineer	\$244.08
William Agster	Supervising Construction Engineer	\$242.20
Eric Falken	Managing Engineer	\$224.26
Melvin Ridley	Supervising Engineer	\$211.92
Daniel Goodburn	Supervising Construction Engineer	\$205.42
Nick Cilic	Supervising Engineer	\$196.63
Hannah Ford	Senior Engineer	\$191.10
David Shroyer	Principal Construction Engineer	\$189.31
Seppi Henneman	Supervising Engineer	\$171.31
Tarek Gadd	Senior Engineer	\$172.73
Alex Rivas	Supervising Designer	\$167.64
Cheryl Dilks	Senior Engineer	\$129.98
Christopher Resop	Principal Designer	\$122.04
Emma Surio	Project Analyst III	\$113.78
Windsor Lee	Engineer II	\$104.90
Ryan Mangosong	Engineer II	\$95.52
Kathleen Yoshida	Word Processor IV	\$86.44
Accountant II		\$86.44

Phase	Phase Description	Total BC Labor Hours	Total BC Labor Effort	Total ODCs	Total Sub Cost	Total Expense Cost	Total Expense Effort	Total Effort
100	Program Management	322	76,014	950	42,600	43,550	44,828	120,842
200	Data Gathering, Site Visit and PDR	590	109,770	3,500	75,600	79,100	81,368	191,138
300	Pemitting	18	3,198	0	30,000	30,000	30,900	34,098
400	50% Design Services	606	108,957	1,500	64,410	65,910	67,842	176,800
500	Final Design Services	688	122,800	3,000	80,110	83,110	85,513	208,313
600	Bid Phase Services	62	12,786	1,700	14,380	16,080	16,511	29,297
700	Construction Phase Services	194	37,391	1,350	42,830	44,180	45,465	82,856
GRAND TOTAL		2,480	470,917	12,000	349,930	361,930	372,428	843,344
Hours and Dollars are rounded to nearest whole number.								

IS																							GHG (Subcontract)		Corruption Probe (Subcontract)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		

Hours and Dollars are rounded to nearest whole number

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be 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. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

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

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). 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. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A

COMPANY
LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER

CITY OF OXNARD

Attn: 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

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")					
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 _____		

First Amendment to Agreement A-8294 with Brown and Caldwell for Primary Clarifiers and Activated Sludge Basins Improvement Project PW 21-17

City Council
January 18, 2022

Tatiana Arnaout, PE
City Engineer

That the City Council approve and authorize the Mayor to execute a First Amendment to Agreement A-8294 with Brown and Caldwell in the amount of \$330,069 for a new not to exceed contract amount of \$1,173,413 for additional design work required for the Primary Clarifiers & Activated Sludge Improvements Project PW 21-17 (Project No. 186607).



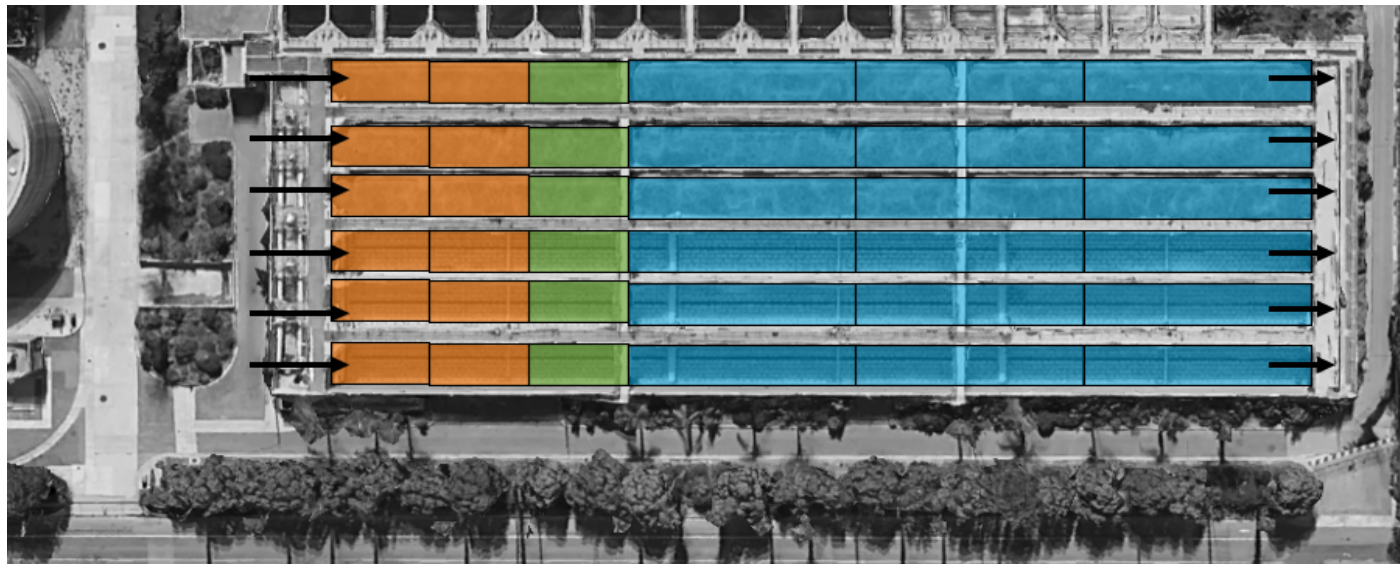
- Original scope of work for the design phase included in-kind replacement of mechanical equipment for the Primary Clarifiers and Activated Sludge Tanks at the OWTP, additional odor control, and outlining of required seismic improvements based upon the Integrated Master Plan
- The Preliminary Design Report identified the following design parameters required to rehab both treatment processes and eliminate the bio-towers:



- Tier 2 structural analysis
- Replacement of scum and primary sludge underground pipework
- Additional odor control alternatives
- Pavement repair and replacement



- Bio-win wastewater treatment process simulator
- Reconfigure tanks from serpentine to parallel
- Add swing zones to the tanks
- Evaluate and recommend diffusers
- Add structural baffle walls
- Replace mechanical pipework



-  = Dedicated anaerobic zone
-  = Swing zone (can operate as anaerobic or aerobic)
-  = Dedicated aerobic zone

Approve First Amendment to Agreement A-8294 with Brown and Caldwell for \$330,069 for total contract value of \$1,173,413 for additional design work for the Primary Clarifiers & Activated Sludge Improvements Project PW 21-17 (Project No. 186607)



AGREEMENT A-8243	
Agreement A-8294	\$843,344
First Amendment	\$330,069
Total Project Cost:	\$1,173,413

The Primary Clarifiers & Activated Sludge Improvements Project is being funded by the Wastewater Capital Fund. The Project has appropriations of \$2.6M for the design phase.



QUESTIONS



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. N.3

DATE: January 18, 2022

TO: City Council

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

SUBJECT: Purchase Order for South Coast Fire Equipment for Three Fire Engines \$2,603,358.21. (0/10/5)

RECOMMENDATION

That the City Council approve and authorize:

1. The Mayor to execute a Purchase Order for South Coast Emergency Fire Equipment in the amount of \$2,603,358.21 for the purchase of three (3) Pierce Fire Engines and
2. A budget appropriation recognizing and appropriating \$53,359 from the Lease Purchase Equipment Fund (313).

(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/GQnlrJaVUjQ>

BACKGROUND

The Oxnard Fire Department (OFD) is an all-hazards agency, providing response for a full range of emergency and non-emergency services to the community. These services include, but are not limited to fire suppression, Urban Search & Rescue, emergency medical service, hazardous materials response, vehicle and industrial accident response, ocean and surf rescue, public fire and life safety education, fire investigation, regulation of hazardous material uses, disaster preparedness and inspection of new construction. In the calendar year 2021 OFD responded to 19,227 calls for service. The OFD fleet consists of eight (8) frontline and six (6) reserve fire engines.

On June 29, 2021, City Council approved the FY21/22 Operating and Capital Improvement Budget that included \$2,550,000 in Lease Purchase allocation for the purchase of three (3) fire engines. The three (3) new engines will replace one (1) front line engine that was manufactured in 2005 and two (2) additional front line engines manufactured in 2009. The average mileage for the three (3) engines to be replaced is 130,000 miles. These fire engines are costing nearly twice as much in vehicle maintenance annually compared to newer engines and will be placed in reserve status. Placing the engines into reserve status will allow the retirement of three (3) current reserve status engines that have exceeded the National Fire Protection Association 1901 *Standard for Automotive Fire Apparatus* suggestions that a fire engine service life not exceed 25 years; the engines that will be taken out of service are now 25 years old.

DISCUSSION

Fire Engines

The OFD engine fleet currently consists of eight (8) frontline and six (6) reserve engines. The frontline engines are assigned one per station and are dispatched to emergencies based on the closest resource. Reserve engines are placed in

service when a frontline engine is being repaired or when additional staffing is required for mutual aid response or preventative increase in staffing due to a weather event or other known issue in the area.

The City of Oxnard does not currently have a vehicle replacement plan for fire engines, however practice at Los Angeles Fire Department is to replace frontline apparatus after ten (10) years of service and both Ventura County and Ventura City replace apparatus after twelve (12) years. Currently five (5) of our frontline engines are 12 to 17 years old with respective mileage between 103,719 - 150,318 miles.

Fire engines are customized vehicles that may take up to one year to assemble. The three (3) engines identified to be moved to reserve status are E62, E64, and E67. These engines responded to an average of 2,570 calls in 2021, it can be assumed by the time the new vehicles are assembled each frontline engine will log an additional 10,000 miles.

The following table identifies the 8 frontline and 6 reserve fire engines. It is recommended E62, E64, and E67 be replaced and moved into reserve status, allowing E162, E163 and E165 to be taken out of service.

Frontline Engines

Number	Model Year	Age (Years)	Manufacturer	Current Mileage
E61	2019	3	Pierce	24,678
E62	2009	13	Pierce	125,216
E63	2010	12	Pierce	114,394
E64	2009	13	Pierce	150,318
E65	2010	12	Pierce	103,719
E66	2019	3	Pierce	25,472
E67	2005	17	Pierce	116,967
E68	2015	7	Pierce	73,134

Reserve Engines

Number	Model Year	Age (Years)	Manufacturer	Current Mileage
E161	2005	17	Pierce	131,413
E162	1997	25	Seagrave	151,300
E163	1997	25	Seagrave	197,310
E165	1997	25	Seagrave	170,562
E166	2005	17	Pierce	140,029
E168	1997	25	Seagrave	131,018

Pursuant to City of Oxnard Ordinance Number 2943, adopted June 19, 2018, the use of “piggyback,” whereby the City

utilized another agency or jurisdiction's solicitation results but enters into a separate contract or issues a separate purchase order with the vendor. For the procurement of the three (3) engines, OFD will “Piggyback” on City of Los Angeles Contract #59710 with Pierce Fire Engines, through the region’s representative company South Coast Fire Equipment, valid through May 31, 2022.

OFD, in partnership with Oxnard Fleet Services and South Coast Fire Equipment have worked hand in hand since the budget adoption to customize the fire engine build to incorporate a “clean cab design”. The clean cab design is one step in the commitment OFD has made to reduce personnel exposure to carcinogens. As cancer is the leading cause of firefighter deaths, the Department is dedicated to taking all cancer prevention measures in the designs of future apparatus, stations, and PPE. However, on December 31, 2021, just after the specification for the engines was finalized and only two days after South Coast Fire Engine provided the final quote, OFD was notified that the price would increase by 7% on February 1. As the clean cab design deviates from the specification utilized by the City of Los Angeles, Pierce is not obligated to honor the contract pricing. A 7% increase is equal to \$57,347 per engine, an increase of \$172,042 for the three (3) engines.

South Coast Fire Equipment has provided two pricing options. The first is a prepayment option of \$867,786.07 per engine including tax, bond, and fees; \$2,603,358.21 total. The second option is payment on delivery for a cost of \$897,010.44 per engine; \$2,691,031.32. To take advantage of the significant cost savings, prepayment is requested for this purchase.

The three (3) engines identified for replacement will be taken out of service and evaluated to be donated to a regional fire academy to train future firefighters or provided to our sister city Ocotlan to serve their community.

STRATEGIC PRIORITIES

This agenda item supports Public Safety strategy. The purpose of the Public Safety strategy is to restore and modernize the delivery of public safety services to provide for the safety of our neighborhoods and health of our community.

FINANCIAL IMPACT

The total cost for three engines is \$2,603,358.21.

The Fiscal Year 2021-22 budget includes an appropriation and lease proceeds of \$2,550,000 in the Lease Purchase Equipment Fund (313)/Project 222201. Approval of the budget appropriation request of \$53,359 will fully fund the acquisition of the fire engines and recognize the additional amount of anticipated lease proceeds. Annual payments for the engines under the lease purchase will be included in future budget requests.

The cost to upfit and equip an engine to be response ready is approximately \$165,000 per apparatus. Upfitting will take place once the engines have been built, which is estimated to be one year from the placement of the order. The Fire Department will request funds for upfitting to be allocated in the Fiscal Year 2022/23 Operating Budget.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Amy Van Atta, Management Analyst II, Aaron Baker, Battalion Chief

ATTACHMENTS

1. Quote for Engines
2. BA - Fire Engines Fund 313
3. PO#8457 South Coast Fire Equipment
4. Fire Engine PO Presentation



Oxnard Fire Department

100% Pre-Payment Option

December 29, 2021

If a 100% pre-payment were made at contract signing, the following discount would be applied to the final invoice:

	Each	Extension
Three (3) Oxnard Fire Department Arrow XT Triple Combination 1500 GPM Pumper		
	\$ 819,249.00	\$ 2,457,747.00
100% Prepayment Discount	\$ (26,750.00)	\$ (80,250.00)
APPARATUS COST	\$ 792,499.00	\$ 2,377,497.00
Sales Tax @ 9.250%	\$ 73,306.16	\$ 219,918.48
Performance Bond	\$ 1,970.41	\$ 5,911.23
Consortium Fee Not Applicable	\$ -	\$ -
California Tire Fee	\$ 10.50	\$ 31.50
TOTAL PREPAY PURCHASE PRICE	\$ 867,786.07	\$ 2,603,358.21
Less 100% pre-payment at Contract Signing	\$ 867,786.07	\$ 2,603,358.21
BALANCE DUE AT DELIVERY	\$0.00	\$0.00

100% PRE-PAYMENT DISCOUNT SHOWN ABOVE IS AVAILABLE IN TWO WAYS:

- If your department makes a 100% cash pre-payment at contract signing.
- If your department signs up for a lease-purchase with Pierce Financial Solutions. This would require no money down and no payments for one (1) year if desired.

- * Discount for the 100% pre-payment option includes discounts for the chassis, interest, aerial (if applicable), and flooring charges.
- * Any item added after this option is elected will come at additional cost and will be added to the final invoice.

REQUEST FOR BUDGET APPROPRIATION

Department: Fire
Project/Program _____
Manager: Alexander Hamilton

Date: January 18, 2022
Phone: 385-7700

Reason for Appropriation:

Recognize and appropriate additional lease proceeds needed to fully fund acquisition of three Fire Engines

Accounts and Descriptions

AMOUNT

Fund: **313- 2009 LEASE PURCHASE EQUIP**

Revenues/Transfers In

NON-DEPARTMENTAL (1001)

313-1001-712.79-52	PROCEEDS FROM BORROWING/LINE OF CREDIT FINANCING	<u>53,359</u>
	Sub-total Revenues	<u>53,359</u>

Expenditures/Transfers Out

FIRE ENGINE REPLCMNTS-3 (Project 222201)

313-2260-826.86-06	MACHINERY AND EQUIP.-NEW	<u>53,359</u>
	Sub-total Expenditures	<u>53,359</u>

Net Change to Fund Balance	<u>0</u>
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Net Appropriation Change	<u>53,359</u>
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Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____



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

**PURCHASE
ORDER NO.
008457**

DATE: 1/12/2022

VENDOR PHONE: (909)673-9900

VENDOR FAX: () -

VENDOR #: 19070

VENDOR ADDRESS: SOUTH COAST FIRE EQUIPMENT
2020 SOUTH BAKER AVE.
ONTARIO, CA 91761

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	
01/07/2022		0000005870	01/06/2022		
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		31322608268606		EDWIN RAMOS	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1	THREE FIRE ENGINES	2,603,358.
1.00 / DL		2100 2,603,358.
		21

NSS SUBMITTED 1/7/22
NO DELIVERY TO CITY
BA TO BE APPROVED AT COUNCIL INCREASES BUDGET
PO NEEDED FOR 1/18/22 COUNCIL MEETING
NO BTC RQRD*AM
BA PENDING COUNCIL APPRVL \$53.4K
\$2.55M EXISTING APPROPRIATION IN PRJ 222201

Further, by acceptance of this Purchase Order, you agree to the terms & conditions of
City of Los Angeles Contract # 59710

TOTAL PURCHASE AMOUNT	\$2,603,358.21
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In order to receive payment, email all invoices to:
invoices@oxnard.org

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

AUTHORIZED SIGNATURE. _____

See 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.
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DATE: 1/12/2022

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Further, by acceptance of this Purchase Order, you agree to the terms & conditions of
City of Los Angeles Contract # 59710

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.

Further, by acceptance of this Purchase Order, you agree to the terms & conditions of
City of Los Angeles Contract # 59710

PURCHASE ORDER FOR THREE FIRE ENGINES

Alexander Hamilton, Fire Chief

RECOMMENDATION

That City Council approve and authorize:

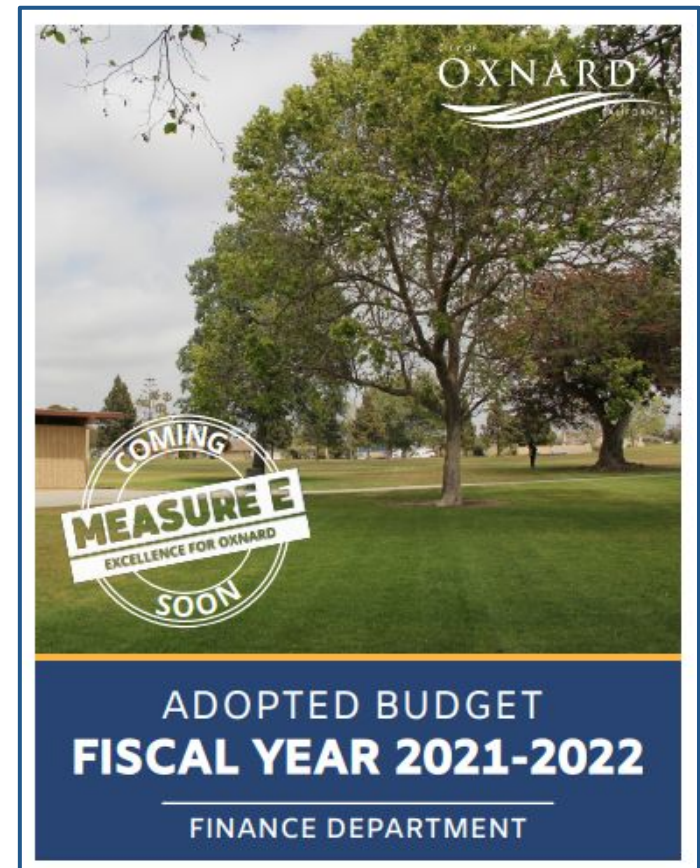
1. The Mayor to execute a purchase order for South Coast Fire Equipment in the amount of \$2,603,358.21 for the purchase of three (3) Pierce Fire Engines and
2. A budget appropriation recognizing and appropriating \$53,359 from the Lease Purchase Equipment Fund (313)



Budget Approved for Replacement of 3 Engines

\$2,550,000 approved for the purchase and upfitting of three (3) fire engines in Fiscal Year 2020/2021 Operating and Capital Improvement Budget in Lease Purchase Fund 313

- Estimate based on December 2018 fire engine and upfitting costs
- Price has increased from \$698,544 to \$867,786 per engine



Engine Replacement Plans

City of Oxnard does not have a fire engine replacement plan.

Los Angeles Fire Department

- Frontline replaced after ten (10) years of service

Ventura County Fire Protection District

- Frontline engine replaced after twelve (12) years of service

Ventura City Fire Department

- Frontline engine replaced after twelve (12) years of service

National Fire Protection Association 1901 *Standard for Automotive Fire Apparatus* suggests a fire engine service life to not exceed 25 years.



Frontline Engines To Be Replaced

Number	Model Year	Age (Years)	Manufacturer	Current Mileage
E61	2019	3	Pierce	24,678
E62	2009	13	Pierce	125,216
E63	2010	12	Pierce	114,394
E64	2009	13	Pierce	150,318
E65	2010	12	Pierce	103,719
E66	2019	3	Pierce	25,472
E67	2005	17	Pierce	116,967
E68	2015	7	Pierce	73,134

Reserve Engines To Be Taken Out of Service

Number	Model Year	Age (Years)	Manufacturer	Current Mileage
E161	2005	17	Pierce	131,413
E162	1997	25	Seagrave	151,300
E163	1997	25	Seagrave	197,310
E165	1997	25	Seagrave	170,562
E166	2005	17	Pierce	140,029
E168	1997	25	Seagrave	131,018



Procurement Process

Procurement process began July 2021 immediately after budget adoption

Vendor selected utilizing City of Los Angeles Contract #59710

- City Ordinance 2943 authorizes the use of “Piggyback” contracts

Specification finalized December 2021

- Quote provided by vendor December 29, 2021



Fire Department is notified of 7% price increase to take effect February 1, 2022 on December 31, 2021. Increase equates to \$57,347 per engine; a total of \$172,042 (before taxes).

Clean Cab Design Modified Conditions of Piggyback

- Cancer is the leading cause of firefighter death.
- Oxnard Fire Department is committed to taking cancer prevention measures in the design of apparatus, stations, and PPE.
- New engines will be built using a clean-cab design to reduce firefighter exposure to carcinogens.
- South Coast Fire Equipment will honor the City of Los Angeles contract price through January 31, 2022.



Prepayment Saves \$87,672

Prepayment

\$867,786 per engine

x 3 engines

\$2,603,358

Pay on Receipt

\$897,010 per engine

x 3 engines

\$2,691,030



Reserve Engines Removed From Fleet



Reserve engines will be evaluated and donated.



Total Cost for Three (3) Engines is \$2,603,358.21

- \$2,550,000 allocated in Fiscal Year 2021/2022 Operating Budget Lease Purchase Equipment Fund (313) Project 222201.
- \$53,359 budget appropriation is required to acquire the engines.
- Upfit costs will be an additional \$165,000 per apparatus. Upfitting will not occur until next fiscal year.





QUESTIONS?