

Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.org.



AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY

Meeting Location: Council Chambers, 305 West Third Street

April 19, 2022

Closed Session - 4:30 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: 896 3417 2935**
- 3. Passcode: 980794**

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.**

The public may 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. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.
2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING
 - a. 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/citymeetings.
 - b. Submit an email to cityclerk@oxnard.org no later than 3 p.m. on the day of the meeting (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.
 - c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.
3. PROVIDING PUBLIC COMMENTS REMOTELY DURING THE MEETING
 - a. To provide public comment during the meeting dial (888) 475-4499 and enter the Meeting ID and Passcode listed above as the Zoom details for this meeting. When the Mayor announces the particular item on the agenda you want to speak on, press *9 to raise your hand while in the zoom waiting room. Once called on, press *6 to unmute your phone.
 - b. Public comments on agenda items will 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

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)

April 19, 2022

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providing public comment. During this three-minute time period, public comments may be taken and the City Council or staff may discuss the item being considered or briefly respond to public comments.

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

* 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 LEGAL COUNSEL—EXISTING LITIGATION (Government Code Section 54956.9(d)(1))
Name of case: George Carrizales v. City of Oxnard
Workers' Compensation Case Nos. ADJ9830372 and ADJ9872729
Legislative Body: City Council
2. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Government Code Section 54956.9(d)(1))
Name of case: Steven Ramirez v. City of Oxnard
Workers' Compensation Case No. ADJ13093704
Legislative Body: City Council
3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code section 54956.9(d)(4))
Based on existing facts and circumstances, the City Council shall decide whether to initiate litigation in one potential case.
4. CONFERENCE WITH REAL PROPERTY NEGOTIATORS – (Government Code section 54956.8)
Property: East Fifth Street and Rice Avenue (APN 216-0-160-575)
Agency Negotiator: Michael Wolfe, Public Works Director
Negotiating Party: SWEPI LP
Under Negotiation: Price and terms of payment
Legislative Body: City Council

D. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Resolution Commending Eric S. Sonstegard for 26 Years of Service to the City of Oxnard.

2. SUBJECT: City Manager Commendations for Staff Work on Amazon.

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.

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. Cultural & Community Services Department

SUBJECT: Retired and Senior Volunteer Program (RSVP) Grant Application and Revenue Approval.

RECOMMENDATION: That the City Council adopt a resolution authorizing the City Manager or designee to submit an application for \$225,831 in AmeriCorps grant funds with a local match of \$96,786 over three years to be used for the Retired and Senior Volunteer Program; authorizing the City Manager or designee to execute grant agreements; authorizing the Chief Financial Officer or designee to submit financial reports, grant claims and approve special budget appropriations for the use of the grant funds; and authorizing the Cultural and Community Services Director or designee to submit non-financial reports.

Contact: Terrel Harrison, (805) 385-7994

2. Cultural & Community Services Department

SUBJECT: Amendment to Agreement (8503-18-LI) with Baker & Taylor, LLC. for the Purpose of Purchasing Library Materials.

RECOMMENDATION: That the City Council approve and authorize the Mayor to:

- 1) execute a First Amendment to Agreement 8503-18-LI with Baker & Taylor, LLC in the amount of \$380,000 for a total agreement value of \$950,000; and
- 2) extend the term of the Agreement to June 30, 2024, for the purpose of purchasing library materials, cataloging and processing.

(Community Services, Public Safety, Housing and Development Committee approved 3-0 on March 8, 2022.)

Legislative Body: City Council

Contact: Terrel Harrison, (805) 385-7994

3. Public Works Department

SUBJECT: Purchase of Heavy Equipment from Quinn Company for the Public Works Department.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a purchase order with Quinn Company in the amount of \$539,307.22 for various heavy equipment for the Public Works Department.

(Public Works and Transportation Committee approved 2-0.)

Contact: Michael Wolfe, (805) 385-8055

4. Public Works Department

SUBJECT: Second Amendment to Agreement 8795-19-PW to Casamar Group LLC for On-Call Labor Compliance Monitoring and Reporting Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Second Amendment to Agreement 8795-19-PW with Casamar Group, LLC in the amount of \$500,000 for a new not to exceed contract amount of \$1,000,000 with a three percent (3%) per year rate increase effective October 15, 2022 and to extend the term to October 14, 2025 for professional services for labor compliance monitoring.

(Public Works and Transportation Committee approved 2-0.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

5. Public Works Department

SUBJECT: Agreement A-8442 with Clean Earth Environmental Solutions, Inc. for the Collection, Removal, Transport, Recycling, and Disposal of Recyclable Household Hazardous Waste.

RECOMMENDATION: That the City Council authorize the Mayor to execute Agreement A-8442 with Clean Earth Environmental Solutions, Inc. in an amount not to exceed \$750,000 for a three-year term; for the collection, removal, transport, recycling, and disposal of Recyclable Household Hazardous Waste (RHHW).

(Public Works and Transportation Committee approved 2-0.)

Contact: Michael Wolfe, (805) 385-8055

6. Public Works Department

SUBJECT: Recognition of the Statewide Park Development and Community Revitalization Grant Award for the Durley Park Expansion and Improvement Project.

RECOMMENDATION: That the City Council recognize the grant award of \$7,092,300 from the Statewide Park Development and Community Revitalization Program for the Durley Park Expansion and Improvement Project.

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

7. Public Works Department

SUBJECT: Lease Agreement A-8458 with Channel Islands Logistics, Inc. for the Temporary Storage of Land/Sea Shipping Containers for up to 12 Months.

RECOMMENDATION: That the City Council approve and authorize the Mayor to:

1. Execute a 12-month Lease Agreement A-8458 with Channel Islands Logistics, Inc. for a five-acre portion of vacant property adjacent to the Del Norte Regional Recycling and Transfer Station near the northwest corner of Del Norte Blvd. and 5th Street; and
2. Authorize the City Manager to make minor non-substantive adjustments to the lease, with the City Attorney's concurrence, should such adjustments be requested by Channel Island Logistics, Inc.

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

8. Cultural & Community Services Department

SUBJECT: Elimination of Library Overdue Fines.

RECOMMENDATION: That the City Council approve and authorize the Mayor to:

1. Eliminate overdue fines for all library materials; and
2. Waive existing overdue fines owed by Oxnard Public Library patrons (as of March 15, 2022, \$187,212 were owed in fines); and
3. Authorize the City Manager or designee to refund all fines collected during COVID-19.

Legislative Body: City Council

Contact: Terrel Harrison, (805) 385-7994

L. PUBLIC HEARINGS

1. Police Department

SUBJECT: Introduction of a City Ordinance that establishes a Military Equipment Use Policy for the Police Department. (10/10/10)

RECOMMENDATION: That the City Council conduct a public hearing and introduce for first reading by title only waiving further reading of an ordinance amending Chapter 2 Article III Division 7 of the Oxnard City Code that is entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING CHAPTER 2 ARTICLE III DIVISION 7 TO THE OXNARD CITY CODE GOVERNING THE USE OF MILITARY EQUIPMENT BY THE OXNARD POLICE DEPARTMENT"

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

Legislative Body: City Council

Contact: Jason Benites, (805) 385-7624

2. Community Development Department

SUBJECT: Portofino Place: A request for 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. (10/20/20)

RECOMMENDATION: That the City Council:

1. Conduct a public hearing; and
2. Adopt a Resolution adopting Addendum No. 1 to previously adopted Mitigated Negative Declaration (MND) 2004-11; and
3. Adopt 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 (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 set the date of the second reading to occur on May 3, 2022, and
5. Adopt 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/Rj368-TMgw4>

Legislative Body: City Council

Contact: Vyto Adomaitis, (805) 385-7882

3. Housing Department

SUBJECT: First Amendment to the 2021-22 Annual Action Plan and the Second Amendment to the 2020- 21 Annual Action Plan for the CARES Act. (10/20/20)

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee recommend that the City Council:

1. Conduct a public hearing and receive public comments relating to the following documents to be submitted to the United States Department of Housing and Urban Development for the First Amendment to the 2021- 2022 Annual Action and Funding Plan to close and reallocate slow- or no-spending activities within the Community Development Block Grant program to projects moving forward between now and the close of the fiscal year, and to further define activities within the Emergency Shelter Grant – CARES Act program with specific funding awards both described in Attachment 1;

2. Approve the updated changes in activities pertinent to this Mid-Year Reallocation as described in Attachment 1, and the 2021 Amendment to the Annual Action Plan, and the 2020 Amendment to the Annual Action Plan.
3. Authorize the City Manager and his designees, to execute the required applications, certifications, and other pertinent documents for the submission of the 2021 Annual Action Plan Amendment to the United States Department of Housing and Urban Development, and the Second Amendment to the 2020 Annual Action Plan relating to the Emergency Solutions Grant – CARES Act;
4. Authorize the City Manager and his designees, to execute the appropriate agreements with Community Development Block Grant and Emergency Shelter Grant-CV partners, consultants and contractors, and the ability to adjust any future funding of the Mid-Year activities not to exceed \$50,000, if the programs require more or less funding to meet their objectives;
5. Authorize the City Manager and his designees, to incorporate any recommended changes resulting from public input to the First Amendment of the 2021 Annual Action Plan, and the Second Amendment to the 2020 Annual Action Plan, as directed by the City Council, including amending any budget appropriations approved by the City Council; and
6. Authorize the Finance Department to make the necessary revenue and expenditure changes to the fiscal year 2022 budget reflecting the amended budgets for the Community Development Block Grant and the Emergency Shelter Grant-CARES Act reallocations described in the 2020 and 2021 Mid-Year budgets.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/gKryXW2RCZw>

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

M. REPORTS

1. Public Works Department

SUBJECT: First Amendment to Agreement A-8332 with Separation Processes, Inc. for the Groundwater Desalter Improvement Project PW 21-44. (0/5/5)

RECOMMENDATION: That the City Council approve and authorize the Mayor to:

1. Execute a First Amendment to Agreement A-8332 with Separation Processes, Inc. (SPI) in the amount of \$263,702 for a new not to exceed contract amount of \$1,063,656 for additional design work required for the Groundwater Desalter Improvement Project PW 21-44 (Project No. 216508) and

2. Approve a budget transfer in the amount of \$263,702 from the Water Metering Operations (601-6003) to the Existing Desalter Upgrades Water Capital Project No. 216508.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

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

video: [https://youtu.be/ U-mqeFFrwQ](https://youtu.be/U-mqeFFrwQ)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

2. Public Works Department

SUBJECT: Agreement A-8456 with ELS Architecture and Urban Design for South Oxnard Aquatic Center Professional Design Services. (0/15/15)

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Agreement A-8456 with ELS Architecture and Urban Design, in an amount of \$3,900,057 for professional design services for the South Oxnard Aquatic Center Improvement Project (Project No. 225502).

(This item did not originate in Committee as this is a capital improvement project specifically listed in the Capital Improvement Program budget, which was previously approved by the City Council.)

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

video: <https://youtu.be/Sm357l99-FQ>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

3. Finance Department

SUBJECT: Revisions to Procurement Ordinance Reflecting Preparation of the new Tyler Munis Enterprise Resource Planning (ERP) Financial System. (0/10/10)

RECOMMENDATION: That the City Council introduce an amendment to the City's Procurement Ordinance in preparation for the launch of the Core Financials phase of Tyler Munis.

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

video: <https://youtu.be/0PWV5fFnoU0>

Legislative Body: City Council

Contact: Betsy George, (805) 200-5400

N. ADJOURNMENT

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD COMMENDING ERIC S. SONSTEGARD FOR 26 YEARS OF OUTSTANDING SERVICE TO THE CITY OF OXNARD

WHEREAS, Eric S. Sonstegard has given 26 years of outstanding service to the City of Oxnard as a member of the Oxnard Police Department.

WHEREAS, Eric S. Sonstegard began his law enforcement career in 1990 as an intern with the Ventura County Sheriff's Office. On September 24, 1993, he was hired by the Los Angeles School District Police Department and served the students and residents of the Boyle Heights neighborhood in East Los Angeles. He transferred to the Oxnard Police Department on April 22, 1996, and has served the community of Oxnard honorably and with distinction in his advancement to Assistant Police Chief; and

WHEREAS, throughout his career, Assistant Chief Sonstegard held a wide variety of assignments within the Police Department including Patrol Officer, Field Training Officer, K-9 handler, Bike Team member, Patrol Sergeant, Sergeant of the Oxnard Violent Crimes Task Force, Training Sergeant, Professional Standards Commander, Special Operations Commander, Investigations Commander, and Assistant Chief overseeing the Field Services Bureau, Administrative Services Bureau, and the Investigative Services Bureau; and

WHEREAS, Assistant Chief Sonstegard's contributions to the Police Department are many. He developed & instructed the Department's nationally recognized Cultural Proficiency curriculum, developed & implemented the county's first "Summer at City Hall" program, led the Department transition to a jiu-jitsu based defensive tactics program, led the implementation of the county's first "Community Camera" program, developed & implemented the Department's Asset Forfeiture Community Funds Grant program, and served as team captain/department coordinator for the Baker to Vegas relay team, Corporate Games, and the Palm Springs golf tournament; and

WHEREAS, Assistant Chief Sonstegard has been a champion for leadership within the Police Department. He attended the 10-week long intensive FBI National Academy in Quantico, Virginia. He also attended the 9-month long intensive Sherman Block Leadership Institute, the P.O.S.T. Executive Development course, and served as the 2020 President of the F.B.I. National Academy Associates California Chapter; and

WHEREAS, over the course of his career, Assistant Chief Sonstegard has received numerous awards and commendations including: over twenty (20) awards at regional K-9 competitions with K-9 "Argos", 2012 Chief's Award of Excellence, 2013 Oxnard P.A.L. Special Honoree, 2014 Salvation Army Volunteer of the Year, and the 2018 National Police Clergy Council Community Caring Award, and

WHEREAS, Assistant Chief Sonstegard was born and raised in Thousand Oaks and currently lives in Oxnard. Through his 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 Assistant Chief Eric S. Sonstegard for his 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 19th day of April 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.1

DATE: April 19, 2022

TO: City Council

FROM: Terrel Harrison, Cultural & Community Services Director, (805) 385-7994, terrel.harrison@oxnard.org

SUBJECT: Retired and Senior Volunteer Program (RSVP) Grant Application and Revenue Approval.

RECOMMENDATION

That the City Council adopt a resolution authorizing the City Manager or designee to submit an application for \$225,831 in AmeriCorps grant funds with a local match of \$96,786 over three years to be used for the Retired and Senior Volunteer Program; authorizing the City Manager or designee to execute grant agreements; authorizing the Chief Financial Officer or designee to submit financial reports, grant claims and approve special budget appropriations for the use of the grant funds; and authorizing the Cultural and Community Services Director or designee to submit non-financial reports.

BACKGROUND

For the past 44 years, the City of Oxnard has successfully operated the Retired and Senior Volunteer Program (RSVP). The RSVP grant is funded by the federal AmeriCorps (recently renamed from Corporation for National and Community Service). The dual-purpose is to engage older adults in volunteer services to meet critical community needs and to provide a high-quality service experience that will enrich the lives of the volunteers. Grant agreements with AmeriCorps are awarded on a three-year basis, with FY 2022/23 being the first year of this cycle. The annual grant award is \$75,277.

In a typical year, about 500 RSVP volunteers, all age 55 and over, assist about 35 non-profit or public agencies and serve more than 72,000 hours, providing over \$2 million of time and talent to our community. The past two years have been anything but typical due to the pandemic, yet over 250 of our seniors returned to volunteering last year. They served approximately 24,600 hours with a value of \$830,000 in 2021. The focus of much of their volunteer effort addresses hunger through food distribution, helping seniors live independently, fighting social isolation, and increasing the capacity of local non-profits.

Special projects operated by RSVP include RSVP Bone Builders, which provides osteoporosis exercise classes to seniors while also building community and friendships; Tai Chi: Moving for Better Balance, a simplified, but evidence-based Tai Chi experience for seniors; and Seniors Tackling the Opioid Problem (STOP), an effort to ensure seniors know the dangers of opioids and have an easy method to dispose of their unused prescriptions.

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, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

If the grant is awarded, each fiscal year will require a General Fund match of \$32,262 per year for a three-year total match of \$96,786. The matching funds are composed of personnel costs and are part of the annual operating budget for Recreation / Senior Services (101-5303). The annual grant award will be \$75,277 for a three-year total grant funding of \$225,831.

The annual match amount of \$32,262 (101-5503) and grant award of \$75,277 (263-5503) will be reflected in the recommended budgets for Fiscal Years 2022-23 (Year One), 2023-24 (Year Two), 2024-25 (Year Three).

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Julie Estrada, Recreation Coordinator

ATTACHMENTS

1. 2022 Grants Resolution RSVP
2. RSVP Grant Application and Revenue Approval Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

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

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

WHEREAS, the Cultural and Community Services Department has requested that the City Council approve submittal of an application to AmeriCorps for \$225,831 in Retired & Senior Volunteer Program funding to be used for senior volunteer programming with a local match of \$96,786 over three years to be used for the Retired & Senior Volunteer Program.

NOW, THEREFORE, the City Council of the City of Oxnard hereby resolves to approve the submittal of a grant application by the City Manager or designee for the Retired & Senior Volunteer Program. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Finance Director or designee is authorized to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and the Cultural and Community Services Director or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED THIS _____ day of _____, 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

RSVP GRANT APPLICATION AND REVENUE APPROVAL

RECOMMENDATION

That the City Council adopt a resolution authorizing the City Manager or designee to submit an application for \$225,831 in AmeriCorps grant funds with a local match of \$96,786 over three years to be used for the Retired and Senior Volunteer Program; authorizing the City Manager or designee to execute grant agreements; authorizing the Chief Financial Officer or designee to submit financial reports, grant claims and approve special budget appropriations for the use of the grant funds; and authorizing the Cultural and Community Services Director or designee to submit non-financial reports.

- For 44 years, the City of Oxnard has operated the Retired and Senior Volunteer Program (RSVP). The RSVP grant is funded by the federal AmeriCorps. The dual purpose is to engage older adults in volunteer services to meet critical community needs and to provide a high-quality service experience that will enrich the lives of the volunteers.



- Special projects operated by RSVP include RSVP Bone Builders, which provides osteoporosis exercise classes to seniors while also building community and friendships; Tai Chi: Moving for Balance, a simplified, but evidence-based Tai Chi experience for seniors; and Seniors Tackling the Opioid Problem (STOP), an effort to ensure seniors know the dangers of opioids and have an easy method to dispose of their unused prescriptions.



- In a typical year, about 500 RSVP volunteers, all age 55 and over, assist about 35 non-profit or public agencies and serve more than 72,000 hours, providing over \$2 million of time and talent to our community.
- The past two years have been anything but typical due to the pandemic, yet over 250 of our seniors returned to volunteering in 2021, serving **24,599 hours with a value of \$830,000**.
- The focus of much of their volunteer effort addresses hunger through food distribution, helping seniors live independently, fighting social isolation, and increasing the capacity of local non-profits.



- Grant agreements with AmeriCorps are awarded on a three-year basis, with FY 2022/23 being the first year of this cycle.
- The annual grant award will be \$75,277 for a three-year total grant funding of \$225,831.
- Each fiscal year will require a General Fund match of \$32,262 for a three year total match of \$96,786.
 - The recommended budgets for Fiscal Years 22-23, 23-24 and 24-25 will include the annual match amount of \$32,262 (101-5503) and grant award of \$75,277 (263-5503).

End of Presentation



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

DATE: April 19, 2022

TO: City Council

FROM: Terrel Harrison, Cultural & Community Services Director, (805) 385-7994, terrel.harrison@oxnard.org

SUBJECT: Amendment to Agreement (8503-18-LI) with Baker & Taylor, LLC. for the Purpose of Purchasing Library Materials.

RECOMMENDATION

That the City Council approve and authorize the Mayor to:

- 1) execute a First Amendment to Agreement 8503-18-LI with Baker & Taylor, LLC in the amount of \$380,000 for a total agreement value of \$950,000; and
- 2) extend the term of the Agreement to June 30, 2024, for the purpose of purchasing library materials, cataloging and processing.

(Community Services, Public Safety, Housing and Development Committee approved 3-0 on March 8, 2022.)

BACKGROUND

This Agreement was first entered into in 2019 for \$570,000 with a three-year term (2019-2022). The Agreement covers the purchase of library materials, cataloging, and processing for the Oxnard Public Library system, which includes the Main Library and two additional branches. Each year the Oxnard Public Library adds approximately 10,000 items to its collection.

The types of materials purchased include the following materials, including materials in both English and Spanish:

- Children's Collection: early reader books, easy books, fiction books, nonfiction books, reference books, board books, children's DVD, books on CD;
- Young Adult Collection: fiction books and nonfiction books; and
- Adult Collection: fiction books, nonfiction books, reference books, mystery books, science fiction books, literacy books, early reader books, large print books, professional books, books on CD, DVDs, magazines, newspapers, and music.

The Collection is available to Oxnard residents via the Library catalog and Worldcat.org, a worldwide network of library content. Currently, there are 86,436 registered users.

The proposed amendment will extend the agreement expiration date by two years to June 30, 2024, and increase the agreement amount by \$380,000 (\$190,000 per fiscal year) for a total agreement value of \$950,000. These funds will allow the Oxnard Public Library to continue with the current vendor for the purchasing, cataloging, and processing of library materials.

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.

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

FINANCIAL IMPACT

The current Agreement with Baker & Taylor, LLC for FY2020-22 (8503-18-LI) is for an amount not to exceed \$570,000. Years 1 through 3 were included in each of the approved fiscal years budget for an amount up to \$190,000 in the General Fund (101-5403 and 101-5411) per year.

The amendment will increase the value of the agreement by \$190,000 in FY2022-23 (Year 4). Funding for year 4 will be included in the recommended FY2022-2023 budget in the General Fund (101-5403 and 101-5411).

The Year 5 amount will be up to \$190,000, and will be included in the recommended FY2023-2024 budget in the General Fund (101-5403 and 101-5411).

The amendment for Year 4 and Year 5 combine for a total not-to-exceed amount of \$380,000. The new not to exceed value of the agreement will be \$950,000.

Account	FY2022-2023 (Year 4)	FY2023-2024 (Year 5)	Total
101-5403-805.81-12	\$ 142,500.00	\$ 142,500.00	
101-5411-805.81-12	\$ 47,500.00	\$ 47,500.00	
	\$ 190,000.00	\$ 190,000.00	\$380,000.00

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee approved 3-0 on March 8, 2022.

Prepared by: Sofia Kimsey, City Librarian, Renee Rakestraw, Community Services Manager

ATTACHMENTS

1. Baker & Taylor Agreement
2. Baker & Taylor First Amendment (8503-18-LI)
3. Baker & Taylor PowerPoint

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: July 1, 2019
- (2) Vendor: Baker & Taylor, LLC
- (3) Services: Library Materials, Cataloging, Processing for Books and Audio Visual Services to the Oxnard Public Library
- (4) Schedule of Services: This is a Three (3) Year Agreement
- (5) Agreement Ending Date: 06/30/2022
- (6) Total Agreement Amount: \$190,000 per Fiscal Year and Not to Exceed \$570,000 in Aggregate
- (7) City's Project Manager: Sofia Kimsey, City Librarian
- (8) Vendor's Project Manager: Jane Herb, Business Development Manager, Public Libraries
- (9) Insurance Coverage: INS-B
- (10) Addresses for Notice:

FOR VENDOR:
2550 West Tyvola Road, Suite 300
Charlotte, NC 28217
Attn: Jane Herb, Business Development Manager
Jane.Herb@baker-taylor.com

FOR CITY:
251 South A Street
Oxnard, CA 93030
Attn: Sofia Kimsey, City Librarian

Lee Ann Queen, Director-Pricing Services
bids@baker-taylor.com

- (11) Contact Emails:

VENDOR'S PROJECT MANAGER:
jane.herb@baker-taylor.com
Jane Herb, Business Development Manager

CITY'S PROJECT MANAGER:
Sofia.kimsey@oxnard.org
Sofia Kimsey, City Librarian

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

- ☒ Scope of Services Exhibit
- ☒ Rates and Costs Exhibit
- ☒ Insurance Exhibit (INS-B)
- ☒ Third Party Cataloging and Record Processing Agreement Exhibit

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, for good and valuable consideration, 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. Invoices will be generated with each prepared shipment, detailing the contents of the shipment. Payment terms are net 30 days from the date of invoice. Monthly statements provide account balance information, in total.

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. Any taxes applicable to purchases made by and invoiced to City or City Library will be the responsibility of the City. Taxes will appear on each invoice; Consultant will collect and remit taxes as appropriate. Alternatively, City may provide direct pay permit information to Consultant prior to purchase.

8. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Consultant invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Consultant and City in this Agreement or in a binding amendment thereto.

9. 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.

10. 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.

11. 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 Consultant 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.

12. 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.

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

14. 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; or for other purposes relating to the Agreement. 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 three 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 three years after final payment under the Agreement or until an audit, initiated in the three-year period has been completed and accepted by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead; total costs reimbursed not to exceed \$1,500.00. Consultant shall include a copy of this Section 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.

15. 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.

16. Hold Harmless, Defense and Indemnity.

- a. 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.
- b. 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 third party 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. City will make best efforts to provide notification to Consultant of any third party claims within five days of City’s receipt thereof. 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 third party 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.
- c. 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 16 shall survive for the period of the applicable statute of limitations for a claim of this nature.

17. 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.

18. 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 18.
- 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 18 shall survive the termination of this Agreement for the term of the retention period detailed in the CPRA effective this date (April 15, 2019).

19. Confidentiality of Information.

- a. For the purposes of this Agreement, “confidential information” means all data or 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. Said data or information constitutes confidential information pursuant to California Government Code Sections 6254(e), 6254(k), 6254(aa), 6254.9, 6254.16, 6254.18 and 6255, which exempts the City's internal programs and network structure and information regarding infrastructure and customer information from disclosure under the California Public Records Act (California Government Code Sections 6250 through 6276.48) ("CPRA"). Without in any way affecting the confidential nature of the information, the City will provide the requested information to the Consultant pursuant to the terms of this Agreement, and the City's disclosure shall not constitute a public disclosure pursuant to Government Code Section 6254.5.
- c. All confidential information 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.
- d. 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.
- e. 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.
- f. 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.
- g. Consultant will use the confidential information solely for the limited purposes of the Services.
- h. Except as otherwise agreed upon by the Parties, Consultant shall maintain physical custody or control over all confidential information obtained by it and shall be responsible for ensuring that such confidential information is not disclosed.
- i. Without prejudice to the rights and remedies otherwise available to City, Consultant acknowledges and agrees that: the confidential information is valuable to City, unique, and contains sensitive information; a breach of this Agreement could cause irreparable harm to City; and that City could be entitled to seek injunctive relief, specific performance or both if Consultant breaches or threatens to breach any of the provisions of this Agreement.
- j. All confidential information shall remain the property of City. Following Consultant's completion of the Services, Consultant shall promptly destroy all such confidential information in its possession or control and certify such destruction to City in a writing signed by an authorized representative.
- k. This Section 19 shall survive the termination of this Agreement for the term of the retention period detailed in the CPRA effective this date (April 15, 2019).

20. 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. Any taxes applicable to purchases made by and invoiced to the City or City Library will be the responsibility of the City. Taxes will appear on each invoice; Consultant will collect and remit taxes as appropriate. Alternatively, City may provide direct pay permit information to Consultant prior to purchase. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

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

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

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

34. 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.

35. 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.

36. 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.

37. 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.

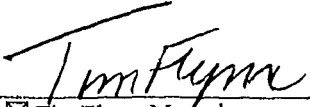
38. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City’s regular business hours or (b) the third business 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.

39. 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 and to the email addresses listed in “(10) Addresses for Notice” 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.

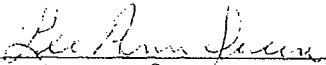
40. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

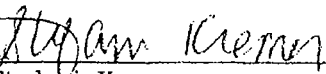
IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

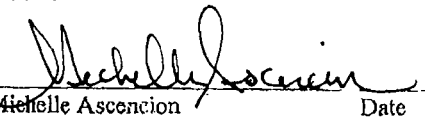

☒ Tim Flynn, Mayor¹ Date 10/1/19

BAKER & TAYLOR, LLC

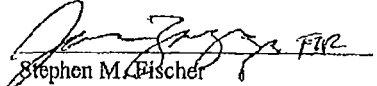

Lee Ann Queen² Date 9-16-2019
Director of Pricing Services


Stephanie Kremer Date 9/16/2019
Director, Pricing Services

ATTEST:


Michelle Ascencion Date 10/2/19
City Clerk (only if Mayor signs)

APPROVED AS TO FORM:


Stephen M. Fischer Date 9/11/19
City Attorney (always required)

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

² The City requires the following for any contract:

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

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

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

BAKER & TAYLOR, LLC

☒ Tim Flynn, Mayor¹ _____ Date _____

Lee Ann Queen² _____ Date _____
Director of Pricing Services

Stephanie Kremer _____ Date _____
Director, Pricing Services

ATTEST:

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

APPROVED AS TO FORM:

 _____ Date 9/11/19
Stephen M. Fischer
City Attorney (always required)

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

² The City requires the following for any contract:

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

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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

BAKER & TAYLOR, LLC

☒ Tim Flynn, Mayor¹ _____ Date _____

Lee Ann Queen 9-16-2019
Lee Ann Queen² _____ Date _____
Director of Pricing Services

Stephanie Kremer 9/16/2019
Stephanie Kremer _____ Date _____
Director, Pricing Services

ATTEST:

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

APPROVED AS TO FORM:

Stephen M. Fischer 9/11/19
Stephen M. Fischer _____ Date _____
City Attorney (always required)

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

² The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT

1.0 Vendor shall provide books, CDs and music titles from small and hard to find publishers. The City shall be utilizing Vendor's vast publisher and title database, including but not limited to, a wide variety of low demand and small print run titles from associations and limited edition, prepayment, and non-returnable publishers.

1.1 Vendor shall provide to the City its Enhanced Services Program ("ESP") with access to millions of active book titles representing over 66,000 imprints.

1.2 The Vendor's "ESP" program shall include:

- a. Follow-up of all publisher orders, improving the speed of delivery of all titles to the library
- b. Provide hundreds of small non-commercial publishers formerly considered apply direct by the book industry
- c. Provide reporting capabilities by providing order status reports for 100% of all titles not yet published and by supplying anticipated publication release dates for all out of stock items

1.3 The ESP category includes material where Vendor receives no discount from the publisher or prepayment is required by the publisher or books of small, limited in demand and/or non-commercial publishers. Any publisher which is not in compliance with Vendor's purchasing requirements would be in this category. Materials in this category may be of any binding. These titles will be invoiced at list price.

1.4 If the City is concerned about purchasing these types of titles, Vendor's Title Source 360™ for Windows can assist the librarian in researching a particular item's category and format. Surcharge titles will appear with a Y or Q in the discount code field. Additionally, you may contact your Customer Service representative or Information Services via phone, fax, or email (btinfo@baker-taylor.com) to determine surcharge titles before placing an order.

2.0 Category Definitions

Vendor shall provide products to the City at a discounted rate which is located in the Rates and Costs Exhibit 3.0 Discount Terms and Conditions of Sale.

2.1 Adult Trade Hardcover Editions (0, C) (may include some spoken word audio materials)

High demand materials from widely distributed publishers designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles are typically released in hardback and can be either fiction or current non-fiction. Publisher promotional/media expenditures and print runs are customarily higher for these titles than for most others. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses).

2.2 Juvenile Trade Hardcover Editions (J)

High demand, juvenile materials from widely distributed publishers designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles are typically released in hardback and can be either fiction or current non-fiction. Publisher promotional/media expenditures and print runs are customarily higher for these titles than for most others. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses).

2.3 Adult Quality Paperback Editions (B, C)

High demand paperback materials from widely distributed publishers, other than the standard rack size paperback, typically found in bookstores and other retail outlets. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses).

2.4 Juvenile Quality Paperback Editions (G)

High demand, juvenile paperback materials from widely distributed publishers, other than the standard rack size paperback, typically found in bookstores and other retail outlets. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses).

2.5 Mass Market Paperback Editions (P)

A standard rack size paperback typically found in bookstores or other retail outlets

2.6 Single Edition Reinforced (R)

A high quality binding designed to provide a long shelf life in a heavy use environment. Although the binding is fanned and glued it may not be sewn, which is typically found in the publisher library edition. Subject content can include both fictional and non-fiction works appealing to juveniles as well as adults. These bindings are identified by the publisher to Vendor.

2.7 Publisher Library Editions (Z)

Fiction as well as non-fiction materials appealing to both juveniles and adults, designed with the rugged durability required of the environment typically found in a library setting. Publisher Library Editions are traditionally of the highest quality, usually fanned, sewn and glued to provide the greatest possible shelf life of any binding. These bindings are identified by the publisher to Vendor.

2.8 University Press Trade Editions (A) (may include some spoken word audio materials)

This category would include any University Press Trade Editions, both adult and juvenile, and are subject to publisher reclassification.

2.9 Text, Technical, Reference, Small Press, and/or Titles of Limited Demand (S, X, N, L, M, V, T, U, W, Letter O, 1, 4, 5, 6, 7, 8)

Category of materials includes, but is not limited to, text, technical, reference, professional medical, small press, and some university press titles (excluding University Press Trade Editions). It includes titles purchased from publishers on a non-returnable basis, those publishers that extend little discount to Vendor, and publishers whose titles have limited sales volume based upon a semi-annual review. It includes individual titles which do not qualify for preferred stock status (based upon a quarterly review) and individual titles which qualify for preferred stock status, but have limited demand (calculated over a rolling 12 month period). Additionally, any publisher which is not in compliance with some of Vendor's purchasing requirements could be in this category. Materials in this category are both adult and juvenile, may be of any binding and may include some spoken word audio materials.

2.10 Imported English and Non-English Language Editions (F,K,3)

Titles produced and distributed outside of the domestic US. These titles may be of any binding type and represent various publishers.

2.11 Enhanced Service Program Titles (Y/Q)

This category includes materials where Vendor receives no discount from the publisher, or prepayment is required by the publisher, or publishers which have restrictions on returns, or books of small or non-commercial publishers with limited sales volume based upon a semi-annual review. Any publisher which is not in compliance with Vendor's purchasing requirements would be in this category. Materials in this category may be of any binding. These titles will receive no discount and are subject to a service charge.

2.12 Spoken Word Audio (H)

Materials designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles can be either fiction or current non-fiction.

2.13 Board Books (I)

Durable materials from widely distributed domestic publishers designed for young children; pages are manufactured of heavy gauge cardboard to prevent tearing. These editions typically feature few pages, simple themes and colorful illustrations or photographs.

2.14 Novelty Items/Activity Books (I)

Specially packaged gift set or novelty item related to a book product or attached as an accessory to a book product. These items would include a book with toy, rag books, washable cloth books, books with accessories or kits, electronic sound books, sticker books, tracing books or coloring books. This category also includes any non-book merchandise such as model kits, hobby kits, flash cards or jigsaw puzzles.

2.15 Special Programs (D and E as indicated in the Discount Terms and Conditions of Sale)

Programs, formats, or editions offered only by Vendor or not included in any other category. These programs include but may not be limited to PawPrints and Turtleback editions.

3.0 Ordering System

The Vendor shall waive all costs associated with the ordering system. All logins will be provided to staff for ordering purposes at no additional cost.

4.0 Freight

The Vendor shall waive all costs for freight/shipping.

5.0 Definitions

- a. Publisher's list price is subject to change without notice.
- b. Except where otherwise noted, book discounts are applied to current publisher's list price at the time of shipment.
- c. Vendor reserves the sole right to be the final determinant of product categories, category definitions and price indicators. The discounts vary based on this determination.
- d. Titles are categorized by Vendor for pricing purposes by considering the binding, general marketing categories, demand for certain titles, preferred stock status, cost of acquisition, cost of distribution, and the size or type of publisher, as well as factors related to relationships with publishers such as shipping terms, payment terms, publisher's discount, return-ability to publishers and other factors.

- e. Product categories, category definitions and price indicators are subject to change at Vendor's sole discretion, without notice, based upon the above-described factors for categorizing titles.
- f. For domestic titles where no publisher list price is assigned by the publisher, Vendor will assign such titles a price in its electronic catalog which is based upon Vendor's estimate of market conditions.
- g. For imported titles where no publisher list price is assigned by the publisher for the U.S. market, Vendor will assign such titles a U.S. dollar price in its electronic catalog which is based upon Vendor's estimate of market conditions.
- h. For PawPrints editions, Vendor will assign such titles a price in its electronic catalog which is based upon Vendor's estimate of market conditions.
- i. Titles of limited demand or from small or specialty publishers generally are included in Product Category IX or Product Category XI (from Rates and Costs Exhibit 3.0, Discount Terms and Conditions of Sale). The discount terms and conditions listed do not apply to Vendor's Continuation Services or Approval Programs. Vendor provides an invoice that identifies the publisher's current list price, the discount offered, and the exact price charged for each title ordered.
- j. Shelf ready material: Materials received from Vendor that come with catalog records and accurate specification driven physical processing already in place.
- k. Unit: In the case of CDs and DVDs a unit is a single or double music CD or DVD.

RATES AND COSTS EXHIBIT

1.0 Print Material

The following pricing for print and spoken word material. Should the library require additional services in collection development, cataloging, processing, reporting, storage, or shipment, Vendor may adjust pricing accordingly. If the library system cannot be accessed via the Vendor's Z39.50 methodology, then the City and Vendor shall discuss alternative methodologies for system and shelf ready material.

1.1 Print Ongoing Collection Services	\$3.85/unit
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Includes:

- a. Adaptive and copy cataloging with CIP upgrades where needed, utilizing Z39.50 protocol
- b. Item Linking
- c. Project Management Support
- d. Barcode

- e. Property Stamp
- f. Spine Label
- g. Reference Labels: New, Large Print, Language, Genre
- h. Link and Affix Vendor Supplied RFID
- i. Affix Library Supplied Theft Strip

1.2 Spoken Word Audio Ongoing Collection Services	\$4.85/unit
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Includes:

- a. Adaptive and copy cataloging with CIP upgrades where needed, utilizing Z39.50 protocol
- b. Item Linking
- c. Project Management Support
- d. Repackage Spoken Word Item When Applicable into Standard Case
- e. Barcode
- f. Property Label
- g. Number of Discs Label
- h. Hub Label (with Hand Written Barcode)
- i. Spine Label
- j. Link and Affix Vendor Supplied RFID
- k. Affix Library Supplied Theft Strip

Labels e/f/g/i will be embedded in scanned artwork via Digital Media Processing (DMP). Due to supplier restriction, DMP is not available for Blackstone Audio editions.

1.3 Additional Services at the library's request:

- a. Juvenile kits cataloging and processing (additional) \$2.25/unit
- b. Laminate Paperback Covers (Additional) \$1.99/unit
- c. Original Cataloging \$10.00/title

1.4 Vendor currently works with most RFID systems.

Vendor's tags operate at 13.56MHz, and are re-writeable, and fully compliant with ISO15693. If after compatibility testing, Vendor does not have the current software/hardware in place for the system chosen by the library, Vendor reserves the option to revise this pricing. In these instances customers should supply Vendor un-programmed RFID tags.

1.5 For those records where cataloging is not available in the library's database or vendor's cataloging utility, vendor will provide an original cataloging record for \$10.00/title. Titles requiring original cataloging will be priced separately at \$10.00/title for the first copy of every title ordered. If multiple copies of a title are ordered, the \$10.00 charge will only apply once, however, the comprehensive cataloging and processing charge will apply to each unit including the initial unit that receives the \$10.00 charge.

2.0 A/V MATERIAL

Pricing is subject to change based on specifications or case changes. If the library requires alternate processing or cataloging requirements, it is at the discretion of the Vendor to adjust pricing accordingly.

A/V CATALOGING AND PROCESSING

2.1 MUSIC CD \$5.85/unit*

Includes:

- a. Adaptive and copy cataloging utilizing z39.50 protocol
- b. Item linking
- c. Project management support
- d. Repackage cd from cardboard container into standard case
- e. Barcode
- f. Property label
- g. Number of discs label
- h. Hub label (with hand written barcode)
- i. Spine label
- j. Link and affix vendor supplied RFID
- k. Affix Library Supplied theft strip

Labels e/f/g/i will be embedded in scanned artwork via Digital Media Processing

2.2 DVD/BLU-RAY \$5.85/UNIT*

Includes:

- a. Adaptive and copy cataloging utilizing z39.50 protocol
- b. Item linking
- c. Project management support
- d. Repackage DVD/Blu-Ray from cardboard container into standard case
- e. Barcode
- f. Property label
- g. Number of discs label
- h. Hub label (with hand written barcode)
- i. Spine label
- j. Link and affix vendor supplied RFID
- k. Affix Library Supplied theft strip

Labels e/f/g/i will be embedded in scanned artwork via Digital Media Processing

Regarding 2.1 and 2.2

Titles requiring original cataloging will be priced separately at \$10.00/title. The comprehensive cataloging and processing charge will apply to each unit, including the initial unit that receives the \$10.00 charge.

AV cataloging and processing prices for CDs and DVDs are for both single and multiple disc releases.

Media Type	Price Range	Discount off Current Producer's List Price
DVD/Blu-Ray	Any Price	29.0%*
Music CD	Any Price	27.0%*

List prices used for calculating discounts are manufacturers' current, suggested list prices, where available. Where no list price is supplied by the manufacturer, a list price will be assigned by Vendor.

*AV titles with minimal discount or supplier restrictions or titles from small, specialty vendors will be invoiced at Manufacturer's Suggested Retail Price.

RATES AND COSTS EXHIBIT

3.0 DISCOUNT TERMS AND CONDITIONS OF SALE

The pricing grid below provides discounts for each product category offered by Vendor.

Product Category	Category Definition (a)	Price Indicator	Discount
I.	Adult Trade Hardcover Editions (Popular Fiction & Non-Fiction, and may include some spoken word audio)	0 - (zero) (Hardcover Trade Editions) C - (Hardcover Computer Books)	46.5 %
II.	Juvenile Trade Hardcover Editions • (Popular Fiction & Non-Fiction)	J	46.5 %
III.	Adult Quality Paperback Editions (Popular Fiction & Non-Fiction)	B - (Paperback Trade Editions) C - (Paperback Computer Books)	40.0 %
IV.	Juvenile Quality Paperback Editions (Popular Fiction & Non-Fiction)	G	40.0 %
V.	Mass Market Paperback Editions	P	40.0 %
VI.	Single Edition Reinforced (Juvenile)	R	21.0 %
VII.	Publisher's Library Edition (Juvenile)	Z	21.0 %
VIII.	University Press Trade Editions (may be of any binding and include some spoken word audio)	A	10.0 %
IX.	Text, Technical, Reference, Professional Medical, Small Press, some University Press titles (excluding University Press Trade Editions) and/or Titles of Limited Demand (may be of any binding and include some spoken word audio)	S/X/N - (Text, Technical, or Reference Editions) L - (Hardcover Editions from Small Press and Hardcover Titles of Limited Demand—primarily Adult) 7 - (Hardcover Titles of Limited Demand—primarily Juvenile) M - (Paperback Editions from Small Press and Paperback Titles of Limited Demand—primarily Adult) 1 - (Paperback Titles of Limited Demand—primarily Juvenile) T/U/V/W/4/Letter O - (Specialty Textbooks) 5/6/8 - (Professional Medical Titles)	S = 5.0 % X = 5.0 % N = 0.0 % (b) L = 5.0 % (c)(d) 7 = 21.0 % (d) M = 5.0 % (c)(d) 1 = 21.0 % (d) T = 0.0 % U = 10.0 % V = 5.0 % W = 0.0 % 4 = 5.0 % Letter O = 5.0 % 5 = 0.0 % 6 = 5.0 % 8 = 5.0 %
X.	Imported English and Non-English Language Editions	F/K/3	F = 0.0 % K = 0.0 % 3 = 0.0 %
XI.	Enhanced Service Program	Y / Q	0.0 % (c)
XII.	Spoken Word Audio	H	45.0%
XIII.	Board Books	I	21.0 %
XIV.	Novelty Items/Activity Books	I	21.0 %
XV.	Special Programs, such as: - PawPrints Editions - Turtleback Editions - Playaway Audio Editions	D E All Playaway Audio editions	D = 0.0 % E = 21.0 % 0.0 %

- a. For full category definitions, which are attached hereto and incorporated herein by reference. Materials produced for Text Stream print-on-demand services may fall into any category.
- b. Titles which receive minimal publisher discount will be invoiced at publisher's list price.
- c. Represents publishers with limited sales volume, based upon a semi-annual review. These titles may be of any binding type or publisher of origin.

- d. Represents individual titles which do not qualify for preferred stock status (based upon a quarterly review) and individual titles which qualify for preferred stock status, but have limited demand (calculated over a rolling 12 month period). These titles may be of any binding type or publisher of origin.
- e. Titles where Vendor receives no discount from the publisher or prepayment is required by the publisher or publishers whose titles have limited demand and/or non-commercial publishers will be invoiced at list price.

**INSURANCE EXHIBIT
INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITHOUT ERRORS AND OMISSIONS REQUIREMENT)**

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

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 each occurrence/\$2,000,000 aggregate 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 HG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

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

c. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant. 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 affecting coverage required by this Exhibit INS-B. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be 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 by either party, or without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds by blanket endorsement 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 and volunteers. **The General liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-B or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available. CG 2010 with an edition date prior to 01/04 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages. 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. 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 notes of cancellation.**

Endorsement Forms

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

INS-B.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY

LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER				

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

CERTIFICATE HOLDER

CITY OF OXNARD

Attn: 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

THIRD PARTY CATALOGING AND RECORD PROCESSING AGREEMENT EXHIBIT

This agreement ("Agreement"), effective as of the last date signed below, by and between Oxnard Public Library, a non-profit institution organized and existing under the laws of the State of CA, hereinafter referred to as "Library", and Baker & Taylor, LLC, a corporation organized and existing under the laws of the State of DE, hereinafter referred to as "Vendor."

WHEREAS, Library and Vendor have contracted with each other, prior to or at the same time as this Agreement, for cataloging and other record processing services by Vendor to Library. Library has made, or will make, available to Vendor copies of bibliographic data, library holdings and other information derived from the online database of such information maintained by OCLC Online Computer Library Center, Inc. (such database hereinafter referred to as "WorldCat") and such bibliographic data, library holdings and other information hereinafter referred to as "OCLC-Derived Records"; and

WHEREAS, In order for Library to continue making OCLC-Derived Records available to Vendor, it is necessary that Vendor provide assurances concerning its use of such OCLC-Derived Records; and

WHEREAS, In order for Vendor to perform online cataloging services for the Library, it is necessary that Vendor provides assurances concerning its use of WorldCat.

NOW, THEREFORE, in consideration of the premises and other valuable consideration, Library and Vendor agree as follows:

1. All present, executory contracts between Library and Vendor will be deemed amended to include the terms of this Agreement, and all future contracts between them, which are executed while this Agreement remains in effect, will be deemed to include such terms (referred to herein as "Contracts").
2. Vendor will make no copies and no use of the OCLC-Derived Records except as necessary to carry out the Contracts, and acknowledges that delivery of the OCLC-Derived Records to Vendor does not represent a transfer of ownership of the records or any copies thereof.
3. Vendor agrees that it will not transfer or otherwise make available OCLC-Derived Records or copies thereof or derivative works made therefrom to any other party, and will promptly return to Library, at its request, all OCLC-Derived Records received in connection with each Contract, upon completion thereof, and all copies of such Records.
4. Vendor's use of WorldCat will be for the exclusive purpose of providing cataloging services to the Library as agreed to herein. Vendor agrees that it will not download or export any records from WorldCat except as to fulfill its duties to the Library. Any other use is strictly prohibited. In the event that OCLC Online Computer Library Center, Inc. ("OCLC") is made aware that Vendor is using WorldCat for any purpose other than as authorized by this Agreement, OCLC shall have the right to immediately suspend Vendor's access to WorldCat. At OCLC's request, Library will terminate this Agreement immediately upon knowledge that Vendor has used WorldCat for any purpose other than as authorized by this Agreement.
5. Library hereby grants to OCLC, other OCLC Governing Members, Members, Participant, users and OCLC designees an irrevocable, nonexclusive, royalty-free, sublicenseable, world-wide right to copy, display, publish, prepare derivative works from, distribute and use all bibliographic records, holdings and other information supplied to OCLC during the term of this Agreement by Library or any Governing Member, Member or other entity acting on its behalf, under any copyright, patent, secrecy or other proprietary right therein owned or controlled by Library.
6. This Agreement is terminable by either party at any time, with or without cause, by thirty (30) days prior written notices sent by prepaid certified first-class mail, with return receipt requested, to:

Oxnard Public Library (Library)
251 South A Street
Oxnard, CA 93030
 Attention: Sofia Kimsey, City Librarian

OCLC Online Computer Library Center, Inc.
 6565 Kilgour Place
 Dublin, Ohio 43017
 Attention: WorldCat Quality Management Division
 With copy to General Counsel

Baker & Taylor, LLC (Vendor)
2550 West Tyvola Road, Suite 300
Charlotte, NC 28217
 Attention: Pricing Services

Such addresses may be changed by any party by written notice to the other party sent by prepaid certified first-class mail, with return receipt requested, to the addresses above. All notices given in accordance with this Section 6 shall be deemed given on the date of proper deposit in the U.S. mail.

7. It is agreed that OCLC is intended to be a third party beneficiary of this Agreement.
8. Vendor's obligations under this Agreement, as they affect any Contract, which has become effective prior to the termination hereof, shall survive any such termination.
9. This Agreement is the final, complete and exclusive statement of the agreement between Library and Vendor with respect to the subject matter hereof, and may not be terminated (other than as provided in Section 6 above), amended or canceled except by a writing signed by both parties hereto and, as a condition precedent to the effectiveness thereof, with a copy thereof furnished by Library to OCLC by the same means and at the same address as provided in Section 6 above. No waiver of any provision of this Agreement or of any right hereunder shall be deemed a further waiver of such provision or right, or a waiver of any other provision or right hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated below.

Vendor: Baker & Taylor, LLC

Library: Oxnard Public Library

By: Lee Ann Queen

By: Lisa Boerner

Title: Director - Pricing Services

Title: Purchasing Manager

Date: 9-16-2019

Date: 9-24-19

Library OCLC Holding Symbol: JRN

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 1st day of July, 2021, by and between the City of Oxnard, a municipal corporation (“City”), and Baker & Taylor, LLC (“Vendor”). This First Amendment amends the Agreement entered into on July 1, 2019, by City and Vendor.

City and Vendor agree as follows:

1. The date in Section 5 of the Cover Page of the Agreement is hereby amended to “June 30, 2024.”
2. The total agreement amount in Section 6 of the Cover Page “not to exceed \$570,000.00” is deleted and replaced with “not to exceed \$950,000.00.”
3. Section 4 of the Cover Page is deleted in its entirety and replaced with “Schedule of Services: This is a Five (5) Year Agreement”
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

BAKER & TAYLOR, LLC

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

Lee Ann Queen² Date
Director of Pricing Services

Stephanie Kremer Date
Director, Pricing Services

ATTEST:

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

APPROVED AS TO FORM:

Stephen M. Fischer Date
City Attorney (always required)

1

2

First Amendment to Agreement No. 8503-18-LI with Baker & Taylor, LLC for the Purchasing, Cataloging, and Processing of Library Materials

**Community Services Committee
Renee Rakestraw
March 8, 2022**

RECOMMENDATION

- That the Community Services Committee recommend that the City Council approve and authorize the Mayor to execute an amendment to the agreement (8503-18-LI) with Baker & Taylor, LLC for the purpose of purchasing library materials, cataloging, and processing to:
 1. Increase the agreement amount up to \$380,000 resulting in a total amount of \$950,000; and
 2. Extend the expiration date for two years to June 30, 2024.

BACKGROUND

- This agreement is for the purchase of library materials, cataloging, and processing
- Each year the Oxnard Public Library adds approximately 10,000 items to its Collection
- The Collection is available to Oxnard residents via the Library catalog and Worldcat.org
- Currently, there are 86,436 registered users



BACKGROUND (CON'T)

The types of materials purchased include:

- Children's Collection: early reader books, easy books, fiction books, nonfiction books, reference books, board books, children's DVD, books on CD, Spanish children's fiction books, Spanish children's nonfiction books;
- Young Adult Collection: fiction books, nonfiction books, novels, Spanish books; and



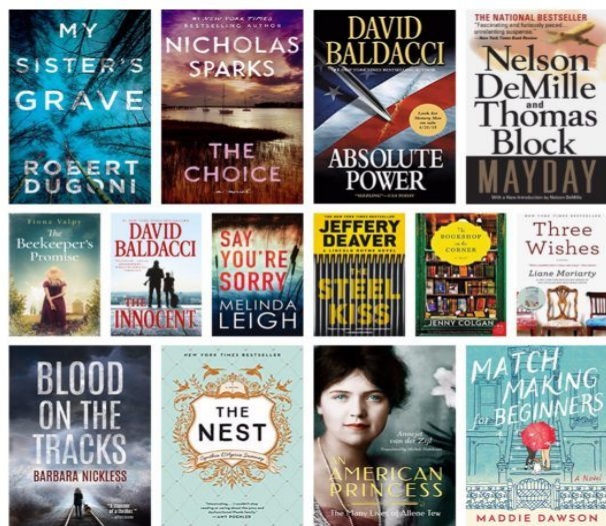
BACKGROUND (CON'T)

- Adult Collection: fiction books, nonfiction books, reference books, mystery books, science fiction books, English and Spanish books on CD, English and Spanish DVD, adult books on CD, literacy books, Spanish fiction books, Spanish nonfiction books, early reader books, large print books, professional books, Spanish DVD, Spanish easy books, Spanish early reader, magazines, newspaper, music



Benefits

- Discounts for volume purchases
- Added value: cataloging and processing
- New materials are available on publishing release dates
- Discoverability to patrons is accurate with instantaneous cataloging records available online



FINANCIAL IMPACT

- The approved agreement with Baker & Taylor, LLC for FY 2020-22 (8503-18-LI) is for an amount not to exceed \$570,000
- Years 1-3 were included in the approved fiscal year budgets for an amount up to \$190,000 per year in the General Fund (101-5403 and 101-5411).

FINANCIAL IMPACT (CON'T)

- The amendment will include funding for FY 2022-23 (Year 4) and FY 2023-2024 (Year 5).
 - Year 4 will be included in the recommended FY 2022-2023 budget in the General Fund (101-5403 and 101-5411) up to \$190,000.
 - Year 5 will be up to \$190,000, and will be included in the recommended FY 2023-24 budget in the General Fund (101-5403 and 101-5411).
- The amendment will increase the agreement total by an amount not-to-exceed \$380,000. The new agreement value shall be \$950,000.

FINANCIAL IMPACT (CON'T)

Distribution of funds will be reflected in the following accounts:

Account	FY2022-2023 (Year 4)	FY2023-2024 (Year 5)	Total
101-5403-805.81-12	\$ 142,500.00	\$ 142,500.00	
101-5411-805.81-12	\$ 47,500.00	\$ 47,500.00	
	\$ 190,000.00	\$ 190,000.00	
			\$380,000.00

Questions





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

DATE: April 19, 2022

TO: City Council

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

SUBJECT: Purchase of Heavy Equipment from Quinn Company for the Public Works Department.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a purchase order with Quinn Company in the amount of \$539,307.22 for various heavy equipment for the Public Works Department.

(Public Works and Transportation Committee approved 2-0.)

BACKGROUND

The City of Oxnard's Public Works Department is requesting the purchase of five pieces of heavy equipment and two accessory pieces. These aged heavy equipment and accessories include: two skid steers, one skip loader, one cold planer, one compact loader, one diesel generator, and one damper bucket with grapppler. Purchase of the aforementioned heavy equipment and accessories will ensure safety, increase efficiency and reliability, and decrease the need for outside contractors and rental services. The heavy equipment will also meet updated regulations from the California Air Resources Board (CARB) as well as the Certified Unified Program Agency (CUPA).

DISCUSSION

The seven pieces of heavy equipment and accessories will be procured using various Sourcewell cooperative agreements. As a Sourcewell cooperative member, the City of Oxnard (City) can take advantage of the nationwide competitive bidding process outcomes conducted by the Sourcewell Cooperative. Cooperative agreements 032119-CAT and 120617-CAT for heavy construction equipment with related accessories will be used for this purchase.

All heavy equipment being replaced through this purchase will be turned over to the Fleet Division where the equipment will be auctioned off to the highest bidder, or properly decommissioned. All new purchased equipment will be compliant with CARB emission requirements. For most of the new equipment, the expected delivery is by June 30, 2022. For Wastewater and Environmental Resources, the delivery will be delayed to Fiscal Year 2022-23 resulting from supply and shipping complications due to the pandemic.

Wastewater

The Wastewater Division is requesting the replacement of a 1993 Skip Loader and a 2001 Skid Steer for use at the Wastewater Treatment Plant (OWTP), and a 2005 diesel generator for use at Lift Station 28. As part of daily operations at the Wastewater Division, staff use a skip loader and skid steer to perform various cleaning, loading, and maintenance projects throughout the plant and the sewer collection system. A skip loader is commonly used by staff to complete cleanup of the Activated Sludge Tanks, which consists of disposing of thousands of pounds of residuals. The skid steer is used to assist in manhole raising, manhole replacement, channel maintenance, and cleaning of the OWTP dumping area. The diesel generator is used at sewer lift station 28 as a backup power source. Should this lift station experience a power

disruption, the generator ensures continuous operation and prevention of sanitary sewer overflow. Pursuant to State requirements, the existing wastewater skip loader and skid steer have been taken out of operation as of January 1, 2022, as they no longer meet the emission requirements set forth by the CARB. The existing generator at sewer lift station 28 is beyond its useful life, no longer efficient, and will no longer pass CUPA inspection.

Streets

The Streets Division is requesting the purchase of a compact track loader and of a cold planer for infrastructure maintenance utilization throughout the City. These two pieces of equipment will be replacements for the 2005 track loader and 2005 cold planer, which are outside of the emission requirements set forth by the CARB.

The compact track loader is used for daily street maintenance repairs to sidewalks, streets, alleys, beach sand and weed abatement cleanups. The track loader is a versatile piece of equipment for loading and unloading materials. This piece of equipment can also be used with multiple attachments that are necessary for maintenance repairs, such as forks, concrete breakers and a bucket. It can also be used with a cold planer.

The cold planer is designed for small paving jobs in residential and commercial applications, and it is primarily used to restore asphalt and concrete surfaces. The cold planer is ideal for milling imperfections before resurfacing, removing deteriorated pavement, removing traffic lane stripes and other various maintenance jobs.

Environmental Resources

The Environmental Resources Division is requesting the purchase of a skid steer and damper bucket with grapppler for utilization at the Del Norte Material Recycling Facility. The existing John Deer skid steer machine, purchased in 2008, was put out of service on December 31, 2021 because it is beyond its useful life and falls outside of the emission requirements set forth by CARB. The skid steer machine plays a vital role in the daily operations at the Del Norte Recycling and Transfer Station. The machine assists in sorting material on the tipping floor, placing recycled material on the conveyor infeed for processing and assisting in the self-haul area.

Recently, the Del Norte Regional Transfer Station purchased six tipper trailers. Tipper trailers allow for quick and easy unloading at the landfill by using a tipper machine. While the use of tipper trailers is superior in terms of efficiency, there are occasions where they are found to be slightly overweight upon scaling out before leaving the Del Norte Facility. The purchase of the damper bucket with grapppler will allow the 950 wheel loader to quickly reach into the tipper trailer if necessary and remove material until the desired weight is achieved. The damper bucket with grapppler that we are requesting attaches to an existing 950 wheel loader and is the most cost-effective and timely way to ensure that the maximum weight of transfer trucks is not exceeded when exiting the facility en route to the landfill for disposal.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost of this purchase order with Quinn Company shall not exceed \$539,307.22. There are sufficient appropriations in each of the respective funds in Public Works for this purchase.

Item No.	Equipment	Division	Account	Cost
1	415 IL Skip Loader	Wastewater	621-6205-891-8606	\$107,465.90
2	262D3 Skid Steer	Wastewater	611-6103-891-8606	\$70,646.95

3	D80-8 Diesel Generator	Wastewater	621-6205-891-8606	\$92,080.32
4	289D3 Compact Loader	Streets	101-5704-803-8606	\$120,168.35
5	PC306 Cold Planer	Streets	104-5704-803-8606	\$33,764.81
6	262D3 Skid Steer	Environmental Resources	631-6313-891-8606	\$73,297.06
7	WT-MWL Damper Bucket with Grapppler	Environmental Resources	631-6313-891-8606	\$41,883.83
Total				\$539,307.22

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 2-0 on March 22, 2022 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Jan Hauser, Wastewater Division Manager, Todd Vasquez-Housley, Environmental Resources Division Manager, Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. (WW) 415 IL Skip Loader
2. (WW) 262D3 Skid Steer
3. (WW) D80-8 Diesel Generator
4. (Streets) 289D3 Compact Loader
5. (Streets) PC306 Cold Planer
6. (ER) 262D3 Skid Steer
7. (ER) Damper Bucket w/Grapppler



148607-01

February 9, 2022

CITY OF OXNARD WASTE WATER TREATMENT PLANT
ATTN ACCOUNTS PAYABLE
6001 PERKINS RD
OXNARD, California 93033-9047

Attention: CLIFF REILLY

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Inc. Model: 415IL Backhoe Loader including standard and optional equipment as listed below.

STOCK NUMBER: 415IL SKIPLOADER **SERIAL NUMBER:** NEW **YEAR:** 2022 **SMU:** 2

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 90 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Barry Tovey
Machine Sales Representative

One (1) New Caterpillar Inc. Model: 415IL Backhoe Loader including standard and optional equipment as listed below.

STANDARD EQUIPMENT

BOOMS, STICKS, AND LINKAGES -LOADER -- Single Tilt Loader -- Lift cylinder brace -- Self-leveling loader with single -lever control -- Return-to-dig -(automatic bucket positioner) -- Transmission neutralizer switch -- Bucket level indicator -

POWERTRAIN -- Cat C3.6, 55kw -EPA Tier 4 Final Certified Engine -EU Stage 5 Certified Engine with -aftertreatment -Net Power @ Rated (2200RPM) is 69HP -(51kW) -Gross Power @ Rated (2200RPM) is 74HP -(55kW) -- Water separator -- Thermal starting aid system -- Dry type axial seal air cleaner with -- Integral precleaner -- Automatic dust ejection system -- Filter condition indicator -- Hydraulically boosted multi-plate wet -disk brake with -- Dual pedals & Interlock -- Differential lock -- Drive-line parking brake -- Torque converter -- Four Wheel Drive -- Transmission-four speed manual shift -- Neutral safety switch -- Spin-on filters for -Fuel -Engine oil -Transmission oil -- Outboard Planetary Rear Axles -- Diesel Particulate Filter -- Hydrostatic power steering

HYDRAULICS -- Load sensing, variable flow system -with 35 gpm (132 L/min) axial piston -pump -- 6 micron hydraulic filter -- Caterpillar XT-3 hose -- Hydraulic oil cooler -- Flow-Sharing Hydraulic Valves -- Hydraulic suction strainer

ELECTRICAL -- 12 volt electrical start -- 150 ampere alternator -- Horn, front and rear -- Backup alarm -- Hazard flashers/turn signals -- Halogen head lights (2) -- Halogen rear flood lights (2) -- Stop and tail lights -- Audible system fault alarm -- Key start/stop system -- 850 CCA maintenance free battery -- Battery disconnect switch -- External Power Receptacle (12v) -

OPERATOR ENVIRONMENT -- Interior rearview mirror -- Rear fenders -- ROPS canopy -- Foot throttle -- Mechanical suspension seat -- Coat Strap -- Lockable storage area -

FLUIDS -- Antifreeze - Extended Life Coolant --20F (-30C)

OTHER STANDARD EQUIPMENT -- Standard Storage Box -- Transport tie-down points -- Ground line fill fuel tank with -42.3 gal (160L) capacity -- Rubber impact strips on radiator -guard -- CD-ROM Parts Manual -- Safety Manual -- Operations and Maintenance Manual -- Lockable hood -- Tire Valve Stem Protection -

MACHINE SPECIFICATIONS

415 07A IL BACKHOE LOADER	542-8000
LANE 2 ORDER	0P-9002
HYDRAULICS, MP, 3FCN/5BNK	545-7229
CANOPY	545-7230
WORKLIGHTS (4) LED LAMPS	491-6735
SEAT BELT, 3" SUSPENSION	206-1748
TIRES,12.5 80/16.9-24, GY/TI	464-9639
COUNTERWEIGHT, 530 LBS	337-9695
HITCH 3 POINT	462-5281
BUCKET-MP, 1.3 YD3, PO	337-7436
CUTTING EDGE, TWO PIECE	9R-5321
RIDE CONTROL	558-8376
INSTRUCTIONS, ANSI	596-7509
SERIALIZED TECHNICAL MEDIA KI	421-8926
BEACON, MAGNETIC MOUNT, STROB	433-0154
PRODUCT LINK, CELLULAR, PLE64	560-6797
BATTERY, HEAVY DUTY	516-5913
COUNTERWEIGHT, 198 LBS	463-6939
PACK, DOMESTIC TRUCK	0P-0210
SHIPPING/STORAGE PROTECTION	461-6839
RUST PREVENTATIVE APPLICATOR	462-1033

WARRANTY & COVERAGE

Standard Warranty: 12 Months Full Machine
Extended Coverage: 36 MO/1500 HR POWERTRAIN + HYDRAULICS + TECH (Tier 4)
CSA 36 Months / 1,500 Hours Parts Only (Includes SOS) (Quinn CVA)

PAYMENT TERMS

LIST PRICE	\$120,526.35
SOURCEWELL DISCOUNT CITY OF OXNARD (-22%) #032119-CAT	-\$26,515.80
SUBTOTAL	\$94,010.55
FREIGHT	\$2,400.00
PREP/PDI	\$1,950.00
Sub Total	\$98,360.55
Sales Tax (9.25%)	\$9,098.35
CA Tire Fee	\$7.00
TOTAL INVOICE	\$107,465.90

F.O.B/TERMS:

Oxnard Earthmoving

Accepted by _____ on _____

Signature



152859-01

February 9, 2022

CITY OF OXNARD WASTE WATER TREATMENT PLANT
ATTN ACCOUNTS PAYABLE
6001 PERKINS RD
OXNARD, California 93033-9047

Attention: RAY TREVINO

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Inc. Model: 262D3 Skid Steer Loader including standard and optional equipment as listed below.

STOCK NUMBER: NS0016467

SERIAL NUMBER: 0ZB204074

YEAR: 2022

SMU: 0

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 90 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Barry Tovey
Machine Sales Representative

One (1) New Caterpillar Inc. Model: 262D3 Skid Steer Loader including standard and optional equipment as listed below.

STANDARD EQUIPMENT

POWERTRAIN -Cat C3.3B diesel engine --Gross horsepower per SAE J1349 -74.3 hp (55.4 kW) @ 2400 RPM --Electric fuel priming pump --Glow plugs starting aid --Liquid cooled, direct injection -Air cleaner, dual element, radial seal -S-O-S sampling valve, hydraulic oil -Filter, cartridge type, hydraulic -Filters, canister type, fuel -and water separator -Radiator / hydraulic oil -cooler (side-by-side) -Spring applied, hydraulically released, -parking brakes -Hydrostatic transmission -Four wheel chain drive -

HYDRAULICS -ISO or H pattern controls: -Electro/hydraulic implement control -Electro/hydraulic hydrostatic -transmission control

ELECTRICAL -12 volt electrical system -80 ampere alternator -Ignition key start/stop/aux switch -Lights: --Gauge backlighting --Two rear tail lights --Dome light -Backup alarm -Electrical outlet, beacon -

OPERATOR ENVIRONMENT -Operator warning system indicators: --Air filter restriction --Alternator output --Armrest raised/operator out of seat --Engine coolant temperature --Engine oil pressure --Glow plug activation --Hydraulic filter restriction --Hydraulic oil temperature --Park brake engages --Engine emission system -Gauges: fuel level and hour meter -Storage compartment with netting -Ergonomic contoured armrest -Control interlock system, when operator -leaves seat or armrest raised: --Hydraulic system disables --Hydrostatic transmission disables --Parking brake engages -ROPS cab, open, tilt up -Anti-theft security system w/6-button -keypad -FOPS, level I -Top and rear windows -Floormat -Interior rear view mirror -USB charging port -Horn -Hand (dial) throttle, electronic -

FRAMES -Lift linkage, vertical path -Chassis, one piece welded -Machine tie down points (6) -Belly pan cleanout -Support, lift arm -Rear bumper, welded

OTHER STANDARD EQUIPMENT -Engine enclosure - lockable -Extended life antifreeze (-37C, -34F) -Work tool coupler -Hydraulic oil level sight gauge -Radiator coolant level sight gauge -Radiator expansion bottle -Cat ToughGuard TM hose -Heavy duty flat faced quick disconnects -with integrated pressure release -Split D-ring to route work tool hoses -along side of left lift arm -Variable speed hydraulic cooling fan -Per SAE J818-2007 and EN 474-3:2006 and -ISO 14397-1:2007

MACHINE SPECIFICATIONS

262D3 SKID STEER LOADER	512-4262
LANE 2 ORDER	0P-9002
CAB PACKAGE, PRO PLUS	588-9089
RIDE CONTROL	556-5899
BATTERY,HD,DISCONNECT, 850 CCA	568-5602
REAR LIGHTS	356-6082
DOOR, CAB, GLASS	539-8060
SEAT BELT, 3"	542-6995
PRODUCT LINK, CELLULAR PL243	566-7115
TIRES, 12/16.5 CAT 10PR	185-8666
CERTIFICATION ARR, P65	563-1163
INSTRUCTIONS, ANSI, USA	512-3741
SERIALIZED TECHNICAL MEDIA KIT	421-8926
FILM, SELF LEVEL, ANSI	435-9238
FILM, RIDE CONTROL, ANSI	422-3445
COUNTERWEIGHT,MACHINE,EXTERNAL	345-5148
PACK, DOMESTIC TRUCK	0P-0210
BUCKET-GP, 80", BOT	279-5378

WARRANTY & COVERAGE

Standard Warranty: 24 MONTHS / 2,000 HOURS FULL MACHINE
Extended Coverage: 36 MO/3000 HR POWERTRAIN + HYDRAULICS + TECH (Tier 4)
CSA 36 MO / 1,500 HOURS PARTS ONLY (CFAS NAT'L OFFER)

LIST PRICE	\$76,113.00
Extended Warranty	included
Machine Delivery and Prep	\$3,775.00
SOURCEWELL DISCOUNT (21%) ID#032119 CAT	-\$15,222.60
Net Balance	\$64,665.40
Sales Tax (9.25%)	\$5,981.55
AFTER TAX BALANCE	\$70,646.95

F.O.B/TERMS: OXNARD

Accepted by _____ on _____

Signature



3500 Shepherd Street, City of Industry, California 90601
Box 227044, Los Angeles, California 90022-0744

QUOTATION

AWA13955-01

PAGE 1 of 8

DATE: 02-09-22
Quotation Expires: 04-29-22

To: City Of Oxnard Waste Water

Attn. Cliff Reilly & Luis Ortega
Phone: 805-271-2209
Terms: Subject To Credit Approval

Special pricing under Sourcewell formally (NJPA) program

Caterpillar contract number Sourcewell 120617CAT
Sourcewell formally (NJPA) Member I.D. number for
City Of Oxnard 25781

Includes Caterpillar generator (Critical grade generator set)
Site Location: Oxnard, CA

(1) New Caterpillar Model **D80-8** Diesel Standby Generator Set
EPA Certified Tier 3 / UL2200 Listed & IBC Certified Generator Set
Rated **80 kW** with fan, 60 Hz, **Three phase, 277/480** volts at 1800 RPM.
Generator includes standard equipment and accessories listed in the
attached bill of material.

Pricing Caterpillar List: \$62,053.20 Plus Tax
..... Non Caterpillar Items: \$41,467.34 Plus Tax
..... Total: \$103,520.54 Plus Tax

Sourcewell (Formally N.J.P.A.) Pricing: \$84,284.05
Sale Tax (9.25%) Please confirm: \$7,796.27
Total: \$92,080.32

NOTE: Delivery is estimated at 30 - 33 weeks upon receipt of written order, acceptance, approval, and/or release of equipment.



3500 Shepherd Street, City of Industry, California 90601
Box 227044, Los Angeles, California 90022-0744

QUOTATION

AWA13955-01

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DATE: 02-09-22
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Bill of Material Generator Set

Engine: Heavy duty Caterpillar industrial diesel engine
Model C4.4, 4 cylinder, in-line, 4.4 liter engine

Governor: Electronic

Electrical: 12 vdc, energized to run shutdown solenoid
Lead acid battery
Battery rack and cable

Cooling: Radiator and cooling fan, 125 deg F
Anti-freeze and corrosion inhibitor

Filtration: Dry air filters w/restriction indicator
Fuel filters
Full flow oil filters

Exhaust: Residential silencer, shipped loose on open units
Installed inside enclosure on enclosed units

Alternator: Drip proof self excited, brushless
Class H insulation
Automatic, fully sealed, voltage regulator
+/- 1.5% regulation

Baseframe
: Fabricated steel base
Lifting holes and anchor holes
Circuit breaker stub up area

Coupling: Single bearing generator with flexible drive plate

Mounts: Anti-vibration mounting pads between engine and base frame

Guards: Fan, fan drive, alternator pulley and belt guards
Radiator stone guard
Exhaust manifold heat guard

Fuel Sys: Fuel supply and return lines terminated at base frame, NPT threads

Controls: Automatic start/stop control panel
AC voltmeter, Ammeter, Frequency , tachometer
Hour meter
Coolant temperature gauge
Oil pressure gauge
Battery voltmeter
Off/On/Auto switch
Emergency stop button
Phase selector switch
Cycle crank timer
Common fault alarm contacts



3500 Shepherd Street, City of Industry, California 90601
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QUOTATION

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PAGE 3 of 8

DATE: 02-09-22
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Shutdown: Fail to start
High coolant temperature
Low oil pressure
Overspeed
Wiring: AC and Dc wiring looms w/ multi pin connectors
Circuit
Brkr: UL listed molded case circuit breaker mounted in NEMA 1 enclosure
Manuals: (1) set Operation and Maintenance, wiring diagrams, trouble shooting leaflets
Tests: Factory load test, control and device checks
Finish: Sheetmetal is degreased, phosphated and chromated with a polyester powder finish. Engine and alternator are cleaned and finished with a baked industrial high gloss polyurethane paint

Additional Optional Generator Set Equipment Included In Sale Quotation:

Enclosure

Panel viewing window
Weather & sound attenuated enclosure (includes internal silencer system)
Color (white) Level 2 Sound
IBC certification wind
External stop button

Circuit Breaker

250 Amp (Qty. 2)

SUSE Bar & Label
Auxiliary voltfree contacts

Generator

Anti condensation heater
Alternator size LC3114F
Permanent magnet generator

Miscellaneous Accessories

NFPA 110 Upgrade
UL 2200 Listed Package Generator Set
IBC Seismic Cert Of Compliance



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QUOTATION

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Control System (Upgrade control panel EMCP 4.2B with options)

Panel mounted alarm
Volt free contacts
Oil Temp gauge
Overload alarm switch
Ground fault relay
I/O module (Shipped loose installed by others)
Oil temperature gauge

Mounting Accessories

Seismic vibration isolators

Fuel System

UL listed sub base mounted fuel tank
base (**24** hour capacity) with fuel alarms
(low level / leak detected)
5 gallon spill bucket
12 foot vent extensions (standard vent)
12 foot vent extensions (emergency vent)

Cooling System

Coolant heater (High Efficiency)
Low coolant level shutdown
Coolant reservoir

Battery Charger

Standard battery
Battery charger

Miratech Passive DPF

Installed on generator set
**Subject to Ventura County APCD
approval**

Documentation



QUOTATION

AWA13955-01

3500 Shepherd Street, City of Industry, California 90601
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DATE: 02-09-22
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UL 2200 listed package generator set
IBC Seismic Certification of Compliance
Operation and maintenance manual
Factory test reports

Standard test –Package generator set 0.8 PF
Alternator test report
PGS Test report @ 0.8 PF

Shop prep

Standard Warranty

Delivery to jobsite

Includes stinger truck crane service

Standard (Field test) (standard field test)

First CVA service (Included in sale quotation)

Fire Marshal testing not included in sale quotation if required

Includes Disposal of existing generator set

PLEASE NOTE: No written specification's provided for quotation

VERY IMPORTANT NOTE: As a supplier of equipment, Quinn Power Systems (QPS) disclaims responsibility for any and all permits or licenses necessary to design, install and operate the equipment due to zoning, air quality, building or construction codes or use permits pertaining to buyers or buyers' client's, particular application of such equipment or any similar type of permit.

Special attention should be given to the requirements of the local Air Quality Management District (AQMD) rules, regulations and permit process. As an equipment supplier, QPS is proposing equipment to specifications as indicated herein. If additional equipment or engine modifications are required beyond the specifications as required by AQMD and Best Available Control Technology (BACT) guidelines, those items are not included. For example, South Coast AQMD Rule 1470 requires controls and limits on particulate matter, especially when the engine installation is within 100-meters from a school. Unless specifically indicated in this proposal, compliance to this rule is the responsibility of others.

Ultra low sulfur fuel is required for particulate filters plus will be the required fuel starting in 2006.

When indicated in the bill of materials, the proposed equipment may be SCAQMD pre-approved as certified equipment. This certification does not eliminate the permit process or responsibility of others to obtain a permit. Procurement of certified equipment assures permitability, reduces the permit processing fees and reduces the time necessary to obtain the permit.

Only those items listed are included. Not included is any exhaust or fuel piping, main fuel tank, fuel, duct work, special tools, insulation, wiring, cable, bus duct, concrete, anchor bolts, rigging or any material or labor incidental to the installation itself.

If delivery is delayed by customer (Buyer) beyond original shipment date, purchase price is due 30 days after original shipment date and a hold charge of 1% per month (12% per annum) of the purchase price is due each month until delivery. Service charge of 1.5% per month (18% per annum) is applicable on any delinquent balance.



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When included, delivery, startup assistance, field testing, training or any other services required on site will be provided during the normal weekday working hours of 7:00 am to 4:30 pm. Delivery or services occurring at any other time, weekends or holidays is subject to additional charges.

Terms and conditions of Caterpillar warranty apply. The Manufacturers' warranties are exclusive and in lieu of all other warranties either oral or written, express or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose. QPSA is not a manufacturer and makes no warranty and shall not, under any circumstances, be liable for any indirect or special, incidental or consequential damages including but not limited to loss of production, loss of profit, loss of use or business interruption, or any other economic loss, whether arising from contract, tort, strict liability or any other theory of law.

If construction of the facility or other delays are experienced or expected, which prohibit the initial startup of the equipment beyond one year from delivery, additional costs should be anticipated. Additional costs might include, but not be limited to long term storage preparation, inspection charges, parts, service etc.

Terms of payment are net 30 days, no retentions; subject to credit approval. Per Company procedure, QPSA will file a California "Preliminary 20-day notice" applicable per Section 3097 of the California Civil Code.

Important conditions for export transactions. This transaction is for the sale of equipment only, as requested and as detailed in this proposal. Not included is any startup assistance, field-testing, training or any other services that might be required on site. Also not included is the responsibility of proper application and installation, installation audits, sea trials (if applicable), installation materials and the installation itself. To ensure proper application, installation, and warranty integrity, you are encouraged to contact the receiving Caterpillar Dealer for these services. The costs of these services are not included in the sale price nor will QPSA be responsible for any such related costs.

TERMS AND CONDITIONS

Acceptance of Order.

This Quotation is for Buyer's information only and is not a valid offer to sell unless signed by an officer of Seller in the place provided on the face of this Quotation. Prices, terms and conditions in an order from Buyer which are inconsistent with the prices, terms and conditions of this Quotation will be rejected by Seller, and are of no force and effect unless accepted in writing by Seller. Prices, delivery schedules and the scope of work on this Quotation are subject to change at Seller's discretion.

Liability.

Seller's liability on any claim of any kind, including claims for negligence, or for any loss or damage arising out of or connected with the manufacture, sale, delivery, resale or use of any products covered by or furnished under any order shall be limited to those claims arising solely from the acts of Seller and Seller shall in no way be liable for any special or consequential damages.

Any claims against Seller for shortages in shipments shall be made in writing to Seller within fifteen (15) days of receipt of shipment by Buyer. Unless otherwise provided for in writing, Seller's responsibility for shipment ceases upon delivery to carrier, and any claims for shortage, delays or damage occurring thereafter shall be made direct to carrier by Buyer.

Fulfillment of any order accepted by Seller is subject to strikes, labor disputes, lockouts, accidents, fires, delays in manufacture or in transportation, delays in delivery of component materials, floods, severe weather, or Acts of God, embargoes, governmental actions, or any other cause beyond the reasonable control of Seller.

Shipments.

Unless otherwise specified, shipment dates are approximate. Shipment of goods under any order accepted by Seller shall be subject to the approval by Seller of Buyer's financial condition at the time of shipment. Whether or not terms of payment are specified elsewhere, Seller may, at its option, condition shipments under any order accepted by Seller upon receipt of satisfactory security or of cash prior to shipment.



QUOTATION

AWA13955-01

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Box 227044, Los Angeles, California 90022-0744

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DATE: 02-09-22
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If, at Buyer's request, shipment of goods under any order accepted by Seller is delayed more than thirty (30) days after the shipment date specified in the order, or the date the goods are ready for shipment, whichever is later, Seller may require immediate payment in full and/or assess additional charges for the expenses incident to such delay.

Termination.

In the absence of a written agreement between Buyer and Seller expressing different terms and conditions as to termination, any order accepted by Seller may be terminated prior to completion by Buyer only upon written notice to Seller and payment of Seller's termination charges. If notice of termination is received by Seller after Seller has committed to buy the principal components for any order, termination charges shall include the total profit anticipated by Seller. Additionally, Buyer's instruction to Seller to stop work for thirty (30) days during the time specified for performance in any order may be construed by Seller as the equivalent of written notice of termination from Buyer.

Taxes.

Unless expressly stated, Seller's prices do not include sales, use, excise or similar taxes, which Seller may be required to pay in filling Buyer's order. The amount of any applicable tax shall be paid by Buyer as an additional charge unless specifically included in any order accepted by Seller, or in lieu thereof, the Buyer shall provide Seller with a tax exemption certificate acceptable to the taxing authorities.

Patents.

Seller shall, at its own expense, defend and save Buyer harmless from the expenses and consequences of any suit or procedure brought against Buyer, based on a claim that the use or sale of goods specified in any order accepted by Seller constitutes an infringement of any United States letters of patent in existence on the date of any such order; provided Buyer promptly notifies Seller in writing and gives the necessary authorization, information and assistance for the defense of such a claim.

Changes.

Seller, and Seller's suppliers, may, at any time, without notice to Buyer, make changes (whether in design, materials, the addition of improvements, or otherwise) in any goods specified in any order accepted by Seller without incurring any obligation of any kind as a result thereof, but only to the extent that such change does not cause the goods specified to fail to meet Buyer's requirements. Buyer may, in its order, provide for changes in its requirements with provision for a corresponding equitable change in the price, if any; but in no instance shall Buyer make changes, which are substantially different from the scope of the original order accepted by Seller.

Export Sales.

In the event the goods and services specified in any order accepted by Seller are for export, the Buyer shall be responsible for securing export, import and other licenses or authorizations as may be required.



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QUOTATION

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DATE: 02-09-22
Quotation Expires: 04-29-22

The quotation provided herein is for information only, and is not a valid offer to sell unless signed by a Sales Representative of Quinn Power Systems and an officer of your Company in the space provided below. Any offer to sell or any offer accepted shall be subject to the Terms and Conditions page. Unless expressly stated on the face of this quotation, all prices, delivery schedules and product specifications are subject to change without notice. Quotation is good for 30 days, expires after that duration.

Signature: _____
Sales Representative: Allen Abramovitch
Cell: 805-431-3180
Office: 805-485-2171
Submitted By: Allen Abramovitch



ACCEPTED BY:

Company: _____
Signature: _____
Date: _____



154982-01

January 6, 2022

CITY OF OXNARD STREET DIV
ATTN ACCOUNTS PAYABLE
1060 PACIFIC AVE BLDG 2
OXNARD, California 93030-7337

Attention: Alexander Hernandez

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Inc. Model: 289D3 Compact Track Loader including standard and optional equipment as listed below.

STOCK NUMBER: NEW **SERIAL NUMBER:** **YEAR:** 2022 **SMU:**

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 60 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Barry Tovey
Machine Sales Representative

One (1) New Caterpillar Inc. Model: 289D3 Compact Track Loader including standard and optional equipment as listed below.

Standard Equipment

POWERTRAIN

Cat C3.3B diesel engine
 -Gross horsepower per SAE J1349
 74.3 hp (55.4 kW) @ 2400 RPM
 -Electric fuel priming pump
 -Glow plugs starting aid
 -Liquid cooled, direct injection
 Air cleaner, dual element, radial seal
 S-O-S sampling valve, hydraulic oil

Filter, cartridge type, hydraulic
 Filters, canister type, fuel
 and water separator
 Radiator / hydraulic oil
 cooler (side-by-side)
 Spring applied, hydraulically released,
 parking brakes
 Hydrostatic transmission

UNDERCARRIAGE

Dual flange front idler, single flange
 Rear idler

Suspension - independent torsion axle(4)
 Two speed motor

HYDRAULICS

ISO or H pattern controls:
 Electro/hydraulic implement control
 Electro/hydraulic hydrostatic

transmission control
 Speed sensor guarding

ELECTRICAL

12 volt electrical system
 80 ampere alternator
 Ignition key start / stop / aux switch
 Lights:
 -Gauge backlighting

-Two rear tail lights
 -Dome light
 Backup alarm
 Electrical outlet, beacon

OPERATOR ENVIRONMENT

Operator warning system indicators:
 -Air filter restriction
 -Alternator output
 -Armrest raised / operator out of seat
 -Engine coolant temperature
 -Engine oil pressure
 -Glow plug activation
 -Hydraulic filter restriction
 -Hydraulic oil temperature
 -Park brake engages
 -Engine emission system
 Gauges: fuel level and hour meter
 Storage compartment with netting

leaves seat or armrest raised:
 -Hydraulic system disables
 -Hydrostatic transmission disables
 -Parking brake engages
 ROPS cab, open, tilt up
 Anti-theft security system w/6-button
 keypad
 FOPS, Level I
 Top and rear windows
 Floormat
 Interior rear view mirror
 12V electric socket
 Horn

Ergonomic contoured armrest
Control interlock dystem, when operator

Hand (dial) throttle, electronic

FRAMES

Lift linkage, vertical path
Chassis, one piece welded
Machine tie down points (6)

Belly pan cleanout
Support, lift arm
Rear bumper, welded

OTHER STANDARD EQUIPMENT

Engine enclosure - lockable
Extended life antifreeze (-37C, -34F)
Work tool coupler
Hydraulic oil level sight gauge
Radiator coolant level sight gauge
Radiator expansion bottle
Cat ToughGuard TM hose

Heavy duty flat faced quick disconnects
with integrated pressure release
Split D-ring to route work tool hoses
Along side of left lift arm
Hydraulic demand cooling fan
Per SAE J818-2007 and EN 474-3:2006 and
ISO 14397-1:2007

MACHINE SPECIFICATIONS

289D3 COMPACT TRACK LOADER	512-4289
LANE 3 ORDER	0P-9003
CAB PACKAGE, ULTRA	588-9134
RUBBER BELT, 2 SPD, TF IDLERS	357-0240
TRACK,RUBBER,450MM(17.7IN)BLCK	372-5790
HYDRAULICS, PERFORMANCE, (H3)	512-4319
CONTROL, ISO, PROP, WT	512-4115
RIDE CONTROL	556-5899
BATTERY,HD,DISCONNECT, 850 CCA	568-5602
LIGHTS, LED	495-1671
REAR LIGHTS	356-6082
ROPS, ENCLOSED WITH A/C (C3)	512-4195
SEAT,AIR SUSPENSION,CLOTH,HEAT	536-9738
DOOR, CAB, POLYCARBONATE	539-8061
STANDARD RADIO(12V),BLUETOOTH	345-6180
SEAT BELT, 3"	542-6995
DISPLAY, ADVANCED, LCD, CAMERA	416-9265
FAN, COOLING, DEMAND	486-6957
PRODUCT LINK, CELLULAR PL243	566-7115
QUICK COUPLER, HYDRAULIC	512-3404
CERTIFICATION ARR, P65	563-1163
INSTRUCTIONS, ANSI, USA	512-3745
SERIALIZED TECHNICAL MEDIA KIT	421-8926
FILM,TWO SPEED W/HIGH FLOW XPS	568-4704
ROTATING BEACON	309-1325
COUNTERWEIGHT,MACHINE,EXTERNAL	345-5148
MOUNTING, FIRE EXTINGUISHER	563-7518
FILM, SELF LEVEL, ANSI	435-9238
FILM, RIDE CONTROL, ANSI	422-3445
PACK, DOMESTIC TRUCK	0P-0210
BUCKET-GP, 80", BOCE	279-5377
BU118 SWEEPER	
B8S HAMMER	
FORK ASSEMBLY – 48" TINES	

WARRANTY & COVERAGE

Standard Warranty: 24 MONTHS / 2,000 HOURS FULL MACHINE
Extended Coverage: 36 MO/3000 HR POWERTRAIN (Tier 4)
CSA 36 MO / 1,500 HOURS PARTS ONLY (INCLUDES SOS) (QUINN CVA)

****SOURCEWELL CONTRACT #032119-CAT**

LIST PRICE – 289D3	\$107,774.00
SOURCEWELL DISCOUNT (21%)	-\$22,632.54
LIST PRICE – B8S HAMMER	\$14,656.00
SOURCEWELL DISCOUNT (15%)	-\$2,198.40
LIST PRICE – BU118 SWEEPER	\$8,009.00
SOURCEWELL DISCOUNT (15%)	-\$1,201.35
LIST PRICE – FORK ASSEMBLY 48”	\$1,132.00
SOURCEWELL DISCOUNT (15%)	-\$169.80
MACHINE PREP AND FREIGHT	\$4,625.00
NET BALANCE	\$109,993.91
SALES TAX	\$10,174.44
AFTER TAX BALANCE	\$120,168.35

F.O.B/TERMS:

Accepted by _____ on _____

Signature



153029-01

October 22, 2021

CITY OF OXNARD STREET DIV
ATTN ACCOUNTS PAYABLE
1060 PACIFIC AVE BLDG 2
OXNARD, California 93030-7337

Attention: Alexander Hernandez

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Inc. Model: WT-SSL Work Tool including standard and optional equipment as listed below.

STOCK NUMBER: **SERIAL NUMBER:** NEW **YEAR:** **SMU:**

CATERPILLAR PC306 COLD PALNER with WATER TANK

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Barry Tovey
Machine Sales Representative

One (1) New Caterpillar Inc. Model: WT-SSL Work Tool including standard and optional equipment as listed below.

STANDARD EQUIPMENT

CONSIST NOTES: -This price list consists of Work Tools -for all models of Skid Steer Loader, -Multi-Terrain Loader and Compact Track -Loader -216, 226, 228, 232, 236, 239, 242, -246, 247, 248, 249, 252, 256, 257, -259, 262, 267, 268, 272, 277, 279, -287, 289, 297 and 299. -This Price List is split into the -headings below: -AUGERS -AUGER BITS -AUGER BITS: TREE FLIGHT -AUGER BITS: ADAPTERS and EXTENSIONS -BACKHOES: BH130, BH150 - BH160 -BALE GRABS -BALE SPEARS -BLADES, ANGLE -BLADES, DOZER 6 WAY -BLADES, SMART GRADER -BROOMS: ANGLE -BROOMS: PICKUP -BROOMS: UTILITY -BRUSH CUTTERS -BUCKETS: GENERAL PURPOSE -BUCKETS: LOW PROFILE (DIRT) -BUCKETS: LIGHT MATERIAL -BUCKETS: MATERIAL HANDLING -BUCKETS: MIXING -BUCKETS: MULTI PURPOSE -BUCKETS: SKELETON -BUCKETS: UTILITY -BUCKET OPTIONS: TOOTH BARS -COLD PLANERS -COMPACTORS, VIBRATORY -CONVERSION KITS -CARRIAGES - FORKS / TINES -FORKS, UTILITY -INDUSTRIAL GRAPPLE FORKS -UTILITY GRAPPLE FORKS -INDUSTRIAL GRAPPLE BUCKETS -INDUSTRIAL GRAPPLE RAKES -UTILITY GRAPPLE BUCKETS -UTILITY GRAPPLE GROUP -HAMMERS -LANDSCAPE RAKES -LANDSCAPE TILLERS -MACHINE ATTACHMENTS -MATERIAL HANDLING ARM -MULCHERS -POWER BOX RAKES -WHEEL SAWS -SHEAR -SILAGE DEFACER -SNOW BLOWERS -SNOW PLOW -SNOW PUSHES, STRAIGHT -SNOW WINGS -SECTIONAL SNOW PUSHES -STUMP GRINDERS -TRENCHERS -DEMO CONTROL KIT -FOR NORTH AND SOUTH AMERICA -Orders will automatically transfer -from CMOPS to Antares Parts Ordering. -FOR THE REST OF THE WORLD -This price list is for REFERENCE ONLY. -Work Tool orders must be placed using -Antares Parts Ordering. -FOR JAPAN -Please access the usual regional -resources to obtain pricing information. -For BCP Attachment Product and -Application Support -1-866-963-3531, Option #1, Option #2 -E-mail: BCP_Work_Tools@Cat.com -For Order Management/Availability -Support -1-866-963-3531, Option #1, Option #1 -E-mail: -Cat_Parts_BCP_Work_Tools_Support@Cat.com -IMPORTANT for EAC or EAEU Dealers: -(country codes: AM, BY, KY, KZ, RU) -Work tools that DO require certifica- tion for the EAEU market access and -WILL NOT be certified by Caterpillar: -Augers, Box Blades, Backhoe Attachm., -Bale Grabs, Brush cutters, Compact- -ors, Cold planners, Grapple buckets -Hydr.Couplers, Material handlng arm, -Mixing Bucket, Mulchers, Rakes, Power -Box Rakes, Tillers, Silage Defacers, -Snow Blowers, Stump Grinders, -Trenchers, V-Plow Blades, Wheel Saws -Above statement is NOT related to the -compatibility of those tools to machines

MACHINE SPECIFICATIONS

SKID STEER LOADER WORK TOOLS	0P-0096
COLD PLANER, PC306, 42GAL TANK	529-5791

WARRANTY & COVERAGE

Standard Warranty: 12 MONTHS FULL MACHINE

LIST PRICE	\$35,360.00
Less Sourcewell Discount (15% Work Tools) #032119-CAT	-\$5,304.00
Freight/Prep	\$850.00
Net Balance Due	\$30,906.00
Sales Tax (9.25%)	\$2,858.81
After Tax Balance	\$33,764.81

F.O.B/TERMS: Oxnard

Accepted by Philip Schwieder 2/2/2022
on

Signature



153466-01

February 9, 2021

CITY OF OXNARD - DEL NORTE RECYCLING
ATTN JAMES TORREZ
111 S DEL NORTE BLVD
OXNARD, California 93030

Attention: Lupe Olguin

Dear Lupe,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Inc. Model: 262D3 Skid Steer Loader including standard and optional equipment as listed below.

STOCK NUMBER: NEW **SERIAL NUMBER:** **YEAR:** 2022 **SMU:** 0

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 90 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Barry Tovey
Machine Sales Representative

One (1) New Caterpillar Inc. Model: 262D3 Skid Steer Loader including standard and optional equipment as listed below.

STANDARD EQUIPMENT

POWERTRAIN -Cat C3.3B diesel engine --Gross horsepower per SAE J1349 -74.3 hp (55.4 kW) @ 2400 RPM --Electric fuel priming pump --Glow plugs starting aid --Liquid cooled, direct injection -Air cleaner, dual element, radial seal -S-O-S sampling valve, hydraulic oil -Filter, cartridge type, hydraulic -Filters, canister type, fuel -and water separator -Radiator / hydraulic oil -cooler (side-by-side) -Spring applied, hydraulically released, -parking brakes -Hydrostatic transmission -Four wheel chain drive -

HYDRAULICS -ISO or H pattern controls: -Electro/hydraulic implement control -Electro/hydraulic hydrostatic -transmission control

ELECTRICAL -12 volt electrical system -80 ampere alternator -Ignition key start/stop/aux switch -Lights: --Gauge backlighting --Two rear tail lights --Dome light -Backup alarm -Electrical outlet, beacon -

OPERATOR ENVIRONMENT -Operator warning system indicators: --Air filter restriction --Alternator output --Armrest raised/operator out of seat --Engine coolant temperature --Engine oil pressure --Glow plug activation --Hydraulic filter restriction --Hydraulic oil temperature --Park brake engages --Engine emission system -Gauges: fuel level and hour meter -Storage compartment with netting -Ergonomic contoured armrest -Control interlock system, when operator -leaves seat or armrest raised: --Hydraulic system disables --Hydrostatic transmission disables --Parking brake engages -ROPS cab, open, tilt up -Anti-theft security system w/6-button -keypad -FOPS, level I -Top and rear windows -Floormat -Interior rear view mirror -USB charging port -Horn -Hand (dial) throttle, electronic -

FRAMES -Lift linkage, vertical path -Chassis, one piece welded -Machine tie down points (6) -Belly pan cleanout -Support, lift arm -Rear bumper, welded

OTHER STANDARD EQUIPMENT -Engine enclosure - lockable -Extended life antifreeze (-37C, -34F) -Work tool coupler -Hydraulic oil level sight gauge -Radiator coolant level sight gauge -Radiator expansion bottle -Cat ToughGuard TM hose -Heavy duty flat faced quick disconnects -with integrated pressure release -Split D-ring to route work tool hoses -along side of left lift arm -Variable speed hydraulic cooling fan -Per SAE J818-2007 and EN 474-3:2006 and -ISO 14397-1:2007

MACHINE SPECIFICATIONS

262D3 SKID STEER LOADER	512-4262
LANE 3 ORDER	0P-9003
CAB PACKAGE, PRO	588-9087
HYDRAULICS, PERFORMANCE, (H1)	512-4317
CONTROL, ISO, PROP	512-4111
POWERTRAIN, ONE SPEED	512-4176
RIDE CONTROL	556-5899
BATTERY, HEAVY DUTY, 850 CCA	568-5606
LIGHTS, LED	495-1671
REAR LIGHTS	356-6082
ROPS, ENCLOSED WITH A/C (C3)	512-4195
SEAT, SUSPENSION, VINYL	532-7673
DOOR, CAB, POLYCARBONATE	539-8061
RADIO READY	345-6175
SEAT BELT, 3"	542-6995
DISPLAY, ADVANCED, LCD, CAMERA	416-9265
FAN, COOLING, DEMAND	486-6957
PRODUCT LINK, CELLULAR PL243	566-7115
TIRES, 33X6X11 CAT FLEX SOLID	252-0377
QUICK COUPLER, HYDRAULIC	512-3404
CERTIFICATION ARR, P65	563-1163
INSTRUCTIONS, ANSI, USA	512-3741
SERIALIZED TECHNICAL MEDIA KIT	421-8926
ROTATING BEACON	309-1325
COUNTERWEIGHT,MACHINE,EXTERNAL	345-5148
MOUNTING, FIRE EXTINGUISHER	563-7518
FILM, RIDE CONTROL, ANSI	422-3445
PACK, DOMESTIC TRUCK	0P-0210
BUCKET-IND. GR, 80", BOCE	217-6230

WARRANTY & COVERAGE

Standard Warranty: 24 MONTHS / 2,000 HOURS FULL MACHINE
Extended Coverage: 36 MO/3000 HR POWERTRAIN + HYDRAULICS + TECH (Tier 4)
CSA 36 MO / 1,500 HOURS PARTS ONLY (CFAS NAT'L OFFER)

LIST PRICE	\$80,147.00
Extended Warranty	Included
Machine Delivery and Prep	\$3,775.00
Sourcewell Discount (21%) ID#032119-CAT	- \$16,830.87
Net Balance	\$67,091.13
Sales Tax	\$6,205.93
AFTER TAX BALANCE	\$73,297.06

F.O.B/TERMS: Oxnard

Accepted by _____ on _____

Signature



155629-01

February 9, 2022

CITY OF OXNARD - DEL NORTE RECYCLING
ATTN JAMES TORREZ
111 S DEL NORTE BLVD
OXNARD, California 93030

Attention: JAMES TORREZ

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Inc. Model: WT-MWL Work Tool including standard and optional equipment as listed below.

STOCK NUMBER: NEW **SERIAL NUMBER:** **YEAR:** **SMU:**

CUSTOM CAT TAMP BUCKET - 5.75YD

With Bolt On Cutting Edge

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 90 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Barry Tovey
Machine Sales Representative

One (1) New Caterpillar Inc. Model: WT-MWL Work Tool including standard and optional equipment as listed below.

MACHINE SPECIFICATIONS

FUSION 119" 5.75 YD3 TAMP BUCKET WITH BOLT ON CUTTING EDGE

See Attached Specification Pictures

WARRANTY & COVERAGE

Standard Warranty: 12 MONTHS

LIST PRICE	\$41,956.00
SOURCEWELL DISCOUNT (15%) ID# 032119-CAT	-\$6,293.40
SUB TOTAL	\$35,662.60
FREIGHT/PREP/DELIVERY	\$2,675.00
TOTAL	\$38,337.60
TAX	\$3,546.23
TOTAL INVOICE CITY OF OXNARD – DEL NORTE RECYCLING	\$41,883.83

PAYMENT TERMS

Cash Invoice Terms

CASH WITH ORDER
\$0.00

F.O.B/TERMS:

ADDITIONAL CONSIDERATIONS

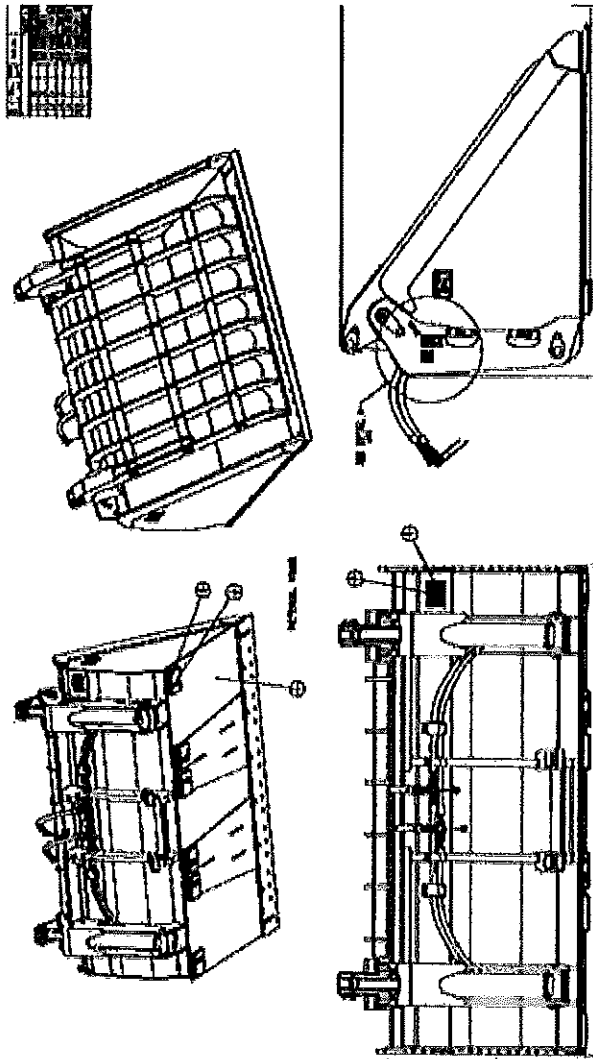
- Delivery is approx. 33 weeks from order

Accepted by _____ on _____

Signature

Qty	Part Number	Machine	Description
1	601-5803	950M	FUSION 119" 5.75 yd3 (with BOCE) Tamp Bucke Requires: BOCE
1	309-1062		EDGE GP-CUTTING

Freight does apply. Reference the GCI Work Tool Freight Policy.





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

DATE: April 19, 2022

TO: City Council

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

SUBJECT: Second Amendment to Agreement 8795-19-PW to Casamar Group LLC for On-Call Labor Compliance Monitoring and Reporting Services.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a Second Amendment to Agreement 8795-19-PW with Casamar Group, LLC in the amount of \$500,000 for a new not to exceed contract amount of \$1,000,000 with a three percent (3%) per year rate increase effective October 15, 2022 and to extend the term to October 14, 2025 for professional services for labor compliance monitoring.

(Public Works and Transportation Committee approved 2-0.)

BACKGROUND

The City requires on-call professional services through consultants for specialized services in order to complete various projects including labor compliance services. Due to the specialized work and the significant amount of active construction projects now and anticipated in the near-future, Public Works does not have the resources to dedicate solely to these services internally and therefore utilizes these outside service agreements on all construction projects.

The Professional Services under this On-Call Agreement is composed of task orders for each individual project. The scope of services shall include labor compliance monitoring consisting of the scope of services listed in the Scope of Services Exhibit attached hereto.

DISCUSSION

The specific work for this Agreement includes On-Call Labor Compliance Monitoring Professional Services as described in the Scope of Services Exhibit in accordance with the Contract Documents.

The City Manager approved the original agreement with Casamar Group, LLC on October 15, 2019 in the amount of \$200,000. On July 20, 2021 City Council approved the First Amendment to increase the not to exceed contract amount to \$500,000. The current agreement will expire on October 14, 2022. Based on the projected amount of construction projects over the next 3-year period, as well as the current task orders that are encumbered against this Agreement and the upcoming expiration date of the contract, staff recommends extending the contract term for an additional three year period and increasing the not to exceed amount of the contract to \$1,000,000.

Effective October 15, 2022 a three percent (3%) per year rate increase will become effective against the Costs and Rates Exhibit from the 2019 contract. The effective dates of the rate increase shall be October 15, 2022, October 15, 2023 and October 15, 2024.

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 cost for this Amendment with Casamar shall not exceed \$500,000 with a new not to exceed total of \$1,000,000 for labor compliance monitoring. 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 City Council-approved operating budget or CIP project budget for related tasks prior to initiating task order or services performed.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 2-0 on March 22, 2022 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. Amendment No. 2 to Agreement 8795-19-PW
2. Agreement 8795-19-PW and First Amendment (Executed)

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 19 day of April, 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Casamar Group, LLC ("Consultant"). This Second Amendment amends the Agreement entered into on October 15, 2019, by City and Consultant. The Agreement previously had been amended by a First Amendment on July 20, 2021.

City and Consultant agree as follows:

1. Item (5) of the Cover Page of the Agreement, the Agreement Ending Date "October 14, 2022" is hereby deleted and replaced with "October 14, 2025".
2. Item (6) of the Cover Page of the Agreement, the Total Agreement Amount Not to Exceed value of "\$500,000" is hereby deleted and replaced with "\$1,000,000".
3. Section 5. Compensation of the Agreement, is hereby replaced in its entirety to read as follows:

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, as amended, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through October 14, 2022. Effective October 15, 2022, a three percent (3%) per year rate increase will become effective. Effective dates of rate increases are: October 15, 2022, October 15, 2023 and October 15, 2024. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

4. The following Section 41 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

CASAMAR GROUP, LLC

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

 Joseph Garcia, President/ Owner² _____ Date _____

ATTEST:

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

APPROVED AS TO FORM:

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

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

² The City requires the following for any contract:

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

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

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 _____

RATES AND COSTS EXHIBIT

Job Title	Task Description(s)	Hourly Rate
Project Principal	<i>Project Team Executive Administration, oversight of final deliverables to Agency</i>	\$168.40
Project Manager / Senior Compliance Officer	<i>Responsible for managing Project Team's execution of scope of service, maintaining schedule & budget</i>	\$145.10
Compliance Analysts	<i>Responsible for reviewing and auditing payroll & related labor law records</i>	\$72.60
DBE/WBE Coordinator	<i>Responsible for ensuring contractor compliance with DBE & Title VI requirements</i>	\$88.03
CDBG "Section 3" Compliance Analyst	<i>Responsible for ensuring compliance with HUD Section 3 new/local hire requirements including federal reporting</i>	\$72.60

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: October 15, 2019
- (2) Consultant: CASAMAR GROUP, LLC
- (3) Services: Compliance Monitoring and Reporting Services
- (4) Schedule of Services: N/A
- (5) Agreement Ending Date: October 14, 2022
- (6) Total Agreement Amount: \$200,000
- (7) City's Project Manager: Tatiana Arnaout, Acting City Engineer
- (8) Consultant's Project Manager: Joe Garcia
- (9) Insurance Coverage: INS-B
- (10) Addresses for Notice:

FOR CONSULTANT:

23335 Alamos Lane
Newhall, CA 91321
Attn: Joe Garcia

FOR CITY:

305 W. Third Street
East Wing, 3rd Floor
Attn: Tatiana Arnaout

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

jgarcia@casamargroup.com

CITY'S PROJECT MANAGER:

tatiana.arnaout@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
- ☐ Schedule of Services Exhibit
- ☒ Insurance Exhibit (INS-B)

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, for good and valuable consideration, 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.

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-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Consultant invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Consultant and City in this Agreement or in a binding amendment thereto.

9. 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.

10. 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.

11. 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 Consultant 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.

12. 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.

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

14. 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; or for other purposes relating to the Agreement. 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 or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section 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.

15. 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.

16. Hold Harmless, Defense and Indemnity.

a. 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.

b. 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.

c. 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 16 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 16 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

17. 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.

18. 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 18.

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 18 shall survive the termination of this Agreement.

19. Confidentiality of Information.

a. For the purposes of this Agreement, "confidential information" means all data or 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. Said data or information constitutes confidential information pursuant to California Government Code Sections 6254(e), 6254(k), 6254(aa), 6254.9, 6254.16, 6254.18 and 6255, which exempts the City's internal programs and network structure and information regarding infrastructure and customer information from disclosure under the California Public Records Act (California Government Code Sections 6250 through 6276.48) ("CPRA"). Without in any way affecting the confidential nature of the information, the City will provide the requested information to the Consultant pursuant to the terms of this Agreement, and the City's disclosure shall not constitute a public disclosure pursuant to Government Code Section 6254.5.

c. All confidential information 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.

d. 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.

e. 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.

f. 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.

g. Consultant will use the confidential information solely for the limited purposes of the Services.

h. Except as otherwise agreed upon by the Parties, Consultant shall maintain physical custody or control over all confidential information obtained by it and shall be responsible for ensuring that such confidential information is not disclosed.

i. Without prejudice to the rights and remedies otherwise available to City, Consultant acknowledges and agrees that: the confidential information is valuable to City, unique, and contains sensitive information; a breach of this Agreement could cause irreparable harm to City; and that City could be entitled to seek injunctive relief, specific performance or both if Consultant breaches or threatens to breach any of the provisions of this Agreement.

j. All confidential information shall remain the property of City. Following Consultant's completion of the Services, Consultant shall promptly destroy all such confidential information in its possession or control and certify such destruction to City in a writing signed by an authorized representative.

k. This Section 19 shall survive the termination of this Agreement.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

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

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

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

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

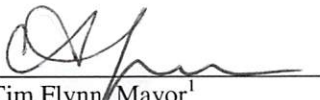
39. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed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

40. 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.

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

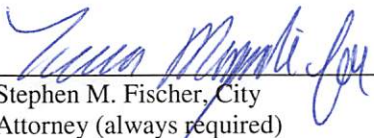
CASAMAR GROUP, LLC

 ☐ Tim Flynn, Mayor ¹ ☒ Alexander Nguyen, City Manager ☐ Lisa Boerner, Purchasing Manager ☐ [name] , Buyer	Date <u>10/22/2019</u>	_____ Joeseph Garcia, Manager ² _____ Date
---	---------------------------	--

ATTEST:

n/a _____ Michelle Ascencion, City Clerk (only if Mayor signs)	Date _____
---	---------------

APPROVED AS TO FORM:

 Stephen M. Fischer, City Attorney (always required)	Date <u>10-7-19</u>
--	------------------------

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

² The City requires the following for any contract:

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

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

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

CITY OF OXNARD

CASAMAR GROUP, LLC

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

 Digitally signed by Joe Garcia
DN: cn=Newhall, st=CA, c=US,
o=Casamar Group, LLC, cn=Joe
Garcia
Date: 2019.10.14 09:06:52 -0700

 Joseph Garcia, Manager² 10/14/2019
 Date

ATTEST:

 n/a
 Michelle Ascencion, 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.

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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 (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

SCOPE OF SERVICES EXHIBIT

Professional Services under this agreement will be composed of task orders for each individual project assigned by the City. Projects will include, but not be limited to, public buildings, housing, public work infrastructure and such other facilities as may be required. The task order proposal shall identify a concise description of the Scope of Work to be performed by the Consultant and how the Consultant plans on completing the Work and a schedule for completion of the Work. It is 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. Task orders will be negotiated as a lump sum amount per term based upon the hourly rate fee schedule as agreed to by the City and Consultant for all services and under agreement amount. Task order funds will be encumbered based on quote provided to City by Consultant per task order. This Scope of Work will allow for additional professional services offered by Consultant and the services noted below shall not be restricted to those directly stated. The Scope of Work shall include, but not be limited to the following:

1. Prepare materials for and attend pre-bid and pre-construction conferences to explain labor standards requirements to contractors. Provide technical assistance to contractors, as needed, to aid in completion of payroll forms.
2. Provide the most current and applicable wage determination information and provide this to the City for each contract.
3. Establish and maintain payroll files in conformance with standards established by the City and grantor agencies.
4. Review certified payroll records, confirming the accuracy of those records and verify compliance of all federal and state required forms and submittals. Notify prime contractor and City of any deficiencies in wages, overtime compensation, incomplete or inaccurate records and/or incomplete statements of compliance. Follow up on delinquent payrolls and wage underpayment in accordance with grant agency and City requirements. Provide technical assistance to contractors, as needed, to assist in completion of payroll forms.
5. Assist the City with contractors' applications for progress payments.
6. Monitor receipt of documents required by federal grant agencies, e.g. certificate of employee authorization and statement of fringe benefits and apprentice programs.
7. Conduct site visits which will include field interviews with all contractors and subcontractors, observation reports and photos. Verify interview results against submitted payrolls. Site visits to be made at random, without providing prior notification to contractor or subcontractors.
8. Investigate complaints and perform audits as needed, communicating with complainants, contractors and other agencies.
9. Provide DBE/WBE and other Disadvantaged Business Enterprise Programs verification reports upon the request of the City.
10. Provide Title VI verification and reports upon the request of the City.
11. Review labor standard provisions of contract specifications upon the request of the City.
12. Provide technical assistance and training of City staff to perform monitoring functions as may be requested.
13. Prepare periodic report on status of labor compliance documents as requested.
14. Meet with grantor agency and other government representatives and be prepared to respond to compliance issues, as needed. Provide team support to ensure timely response to request for on-site support and compliance monitoring.
15. Provide information on how any fees, fines and penalties that may be levied against any contractor or subcontractor by any federal, state or local agency as a result of these monitoring services is administrated by your firm. Immediately inform City of changes or developments regarding issues of federal or state compliance.

16. Provide team support within geographic location to ensure timely response to requests for on-site support and compliance monitoring.
17. Provide final report and all documentation to the City for storage upon project closeout.
18. Additional professional services offered by Consultant.

RATES AND COSTS EXHIBIT

Job Title	Task Description(s)	Hourly Rate
Project Principal	<i>Project Team Executive Administration, oversight of final deliverables to Agency</i>	\$168.40
Project Manager / Senior Compliance Officer	<i>Responsible for managing Project Team's execution of scope of service, maintaining schedule & budget</i>	\$145.10
Compliance Analysts	<i>Responsible for reviewing and auditing payroll & related labor law records</i>	\$72.60
DBE/WBE Coordinator	<i>Responsible for ensuring contractor compliance with DBE & Title VI requirements</i>	\$88.03
CDBG "Section 3" Compliance Analyst	<i>Responsible for ensuring compliance with HUD Section 3 new/local hire requirements including federal reporting</i>	\$72.60

INSURANCE EXHIBIT

Exhibit INS-B

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITHOUT ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

c. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant. 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 affecting coverage required by this Exhibit INS-B. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be 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. 8795-19-PW
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 by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

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

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

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

7. All insurance standards applicable to 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 notes of cancellation.**

Endorsement Forms

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

INS-B.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

CO. LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER				

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

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. 8795-19-PW
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

SUBMIT IN DUPLICATE

ISSUE DATE (MM/DD/YY)

CITY AGREEMENTS/PERMITS

125

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

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____

(to) _____

LOSS ADJUSTMENT EXPENSE _____

☐ Included in Limits☐ In Addition to Limits

Telephone: _____

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

NAMED INSURED _____

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

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE☐ COMMERCIAL AUTO POLICY☐ BUSINESS AUTO POLICY☐ OTHER _____**OTHER PROVISIONS****LIMIT OF LIABILITY**

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

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

Name: _____

Address: _____

Telephone: () _____

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

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

Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or

If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. 8795-19-PW

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 FOR 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 20 day of July, 2021, by and between the City of Oxnard, a municipal corporation ("City"), and Casamar Group, LLC ("Consultant"). This First Amendment amends the Agreement entered into on October 15, 2019, by City and Consultant.

City and Consultant agree as follows:

1. In Section 6 of the Cover Page of the Agreement, the Total Agreement Amount Not to Exceed of "\$200,000" is hereby deleted and replaced with "\$500,000."
2. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

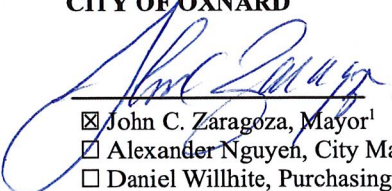


Agreement No. 8795-19-PW

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

CITY OF OXNARD

CASAMAR GROUP, LLC

-  7-21-2021
- ☒ John C. Zaragoza, Mayor¹ Date
☒ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ [name], Buyer

 05/12/2021

Joseph Garcia, Manager² President/Owner Date

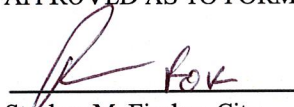
_____ Date

ATTEST:

 7-20-21

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

APPROVED AS TO FORM:

 5-26-21

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

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

² The City requires the following for any contract:

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

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



CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA

AGENDA ITEM NO. K.5

DATE: April 19, 2022

TO: City Council

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

SUBJECT: Agreement A-8442 with Clean Earth Environmental Solutions, Inc. for the Collection, Removal, Transport, Recycling, and Disposal of Recyclable Household Hazardous Waste.

RECOMMENDATION

That the City Council authorize the Mayor to execute Agreement A-8442 with Clean Earth Environmental Solutions, Inc. in an amount not to exceed \$750,000 for a three-year term; for the collection, removal, transport, recycling, and disposal of Recyclable Household Hazardous Waste (RHHW).

(Public Works and Transportation Committee approved 2-0.)

BACKGROUND

Regulations from the California Department of Resources Recycling and Recovery (CalRecycle) and the California Department of Toxic Substances Control (DTSC) require that Recyclable Household Hazardous Waste (RHHW) material that is collected at permitted facilities such as the City of Oxnard's Del Norte Antifreeze, Battery, Oil and Paint (ABOP) and Buyback Center, and that show up in the waste stream during processing at the Del Norte Regional Recycling and Transfer Station (Del Norte) be continuously processed and removed from the premises within 90 days of collection. Failure to comply with the CalRecycle or DTSC regulations will subject the City to fines or penalties. Once collected, these materials must then be separated, manifested and transported to a permitted facility by a permitted transportation method. Del Norte has been using a third party vendor for the removal, transportation, recycling, and disposal of RHHW since opening in 1996. This agreement will replace the current Agreement which will expire on May 7, 2022.

This proposed agreement will include the loading and transporting of RHHW items accepted at the Del Norte ABOP and Buyback Center which include antifreeze; household and automotive batteries; used motor oil and oil filters; latex and water based paints and all types of light bulbs. The Del Norte ABOP and Buy Back Center is located at the Del Norte Regional Recycling Center located at 111 South Del Norte Boulevard, Oxnard, and it is open Tuesday through Saturday from 9:00 AM – 3:00 PM. There is no appointment necessary and no charge for City of Oxnard residents.

The proposed agreement will also include the loading and transporting of items not accepted at the Del Norte ABOP and Buyback Center but show up in the waste stream. These items include oil-based paints; liquid cleaners; solvents; absorbent waste; aerosols; propane tanks and non-propane tanks; and other potentially hazardous materials requiring special care.

DISCUSSION

On December 15, 2021, the Purchasing Department released Request for Bid PW 22-68 for Collection and Transportation of Recyclable Household Hazardous Waste (RFB). The RFB was advertised on the City of Oxnard website, and the Public Purchase website. A total of 33 firms received the bid notification, and five firms responded with bids by the January 19, 2022, deadline. After review of submitted bids, Clean Earth Environmental provided the lowest

cost for collection and transportation for RHHW that is collected at the Del Norte ABOP and Buy Back Center and RHHW that shows up in the waste stream. Clean Earth Environmental has been found to meet all City required contractual provisions, including possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State. The following bid results is the summation of the per unit cost for all products requested for collection and transportation:

Vendor	Bid Results Per Unit Cost For All Products
Clean Earth Environmental	\$6,836.20
Patriot Environmental Services	\$8,054.20
Clean Harbors Environmental	\$8,711.37
Black Gold Industries	\$11,592.05
USA Waste of California	\$15,068.71

The City aims to reflect the waste disposal hierarchy established by the State of California in its programs as much as possible. This hierarchy calls for source reduction and reuse first, then recycling and reclamation whenever feasible. Environmentally sound incineration and hazardous waste landfill disposal are considered the least desirable options. This item supports the City's efforts to recycle, process, treat, minimize, and consolidate as much RHHW as possible prior to final disposal, and provides the certificates and documentation needed to comply with local laws and State regulations.

Based upon the available information and research on Clean Earth Environmental, the contractor is capable of satisfactorily providing the services for the collection and transportation of RHHW.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost of this agreement with Clean Earth Environmental Solutions shall not exceed \$750,000 for a three-year term through May 7, 2025. There is no minimum monthly retainer fee nor minimum volume guarantee for services rendered by Clean Earth. The City will be charged for volumes of RHHW collected based on agreed upon pricing set forth in the contract for each type of RHHW collected. There are sufficient funds available in the City Council approved Environmental Resources Operating Budget for Fiscal Year 2021-22 in the amount of \$45,000 for the collection and transportation of RHHW. Future year allocations will be requested each year during the budget process.

Clean Earth Environmental Solutions Spending Plan					
FUND	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	TOTAL
Environmental Resources - 631-6301-842-8209	\$45,000	\$250,000	\$250,000	\$205,000	\$750,000

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 2-0 on March 22, 2022 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Brian Yanez, Assistant Public Works Director, Todd Vasquez-Housley, Environmental Resources Division Manager

ATTACHMENTS

1. A-8442 Clean Earth Environmental Solutions, Inc.

**AGREEMENT FOR TRADE SERVICES
COVER PAGE**

- (1) Agreement Start Date: May 8, 2022
- (2) Vendor: Clean Earth Environmental Solutions, Inc.
- (3) Services: Vendor shall provide all labor, materials, and equipment for the collection, removal, transport, recycling, and disposal containment of Recyclable Household Hazardous Waste (RHHW). The Vendor shall collect, remove, and transport RHHW from the Del Norte Regional Recycling and Transfer Station (Del Norte) to recycling disposal areas per the Scope of Services Exhibit
- (4) Schedule of Services: On-call schedule for the collection, removal, transport, recycling, and disposal containment of RHHW.
- (5) Agreement Ending Date: May 7, 2025
- (6) Total Agreement Amount: \$750,000
- (7) City's Project Manager: Todd Vasquez-Housley, Environmental Resources Division Manager
- (8) Vendor's Project Manager: Luis Perez, Project Manager and Jennifer Wagner, HHW Account Manager
- (9) Insurance Coverage: INS- I (Includes Pollution Legal Liability)
- (10) What wages are required for this Project?

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

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

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

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

- (11) Addresses for Notice:

FOR VENDOR:

Clean Earth Environmental Solutions, Inc.
2490 West Pomona Blvd.
Pomona, CA 91768
Attn: Luis Perez, Project Manager
Jennifer Wagner, HHW Account Manager

FOR CITY:

City of Oxnard - Environmental Resources
111 South Del Norte Blvd.
Oxnard, CA 93030
Attn: Todd Vasquez-Housley, Division Manager

- (12) Contact Emails:

VENDOR'S PROJECT MANAGER:

Luis Perez, lperez@harsco.com
Jennifer Wagner, jwagner@harsco.com

CITY'S PROJECT MANAGER:

Todd Vasquez-Housley, toddvhousley@oxnard.org

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

- | | |
|--|--|
| ☒ Scope of Services Exhibit | ☒ Living Wage Policy Exhibit |
| ☒ Rates and Costs Exhibit | ☐ Prevailing Wages Exhibit |
| ☒ Schedule of Services Exhibit | ☒ Insurance Exhibit (INS-I with Pollution Legal Liability) |

AGREEMENT FOR TRADE SERVICES

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

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

appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

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

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

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

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

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

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

Vendor receive an amount exceeding that which would have been paid to Vendor for the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

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

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

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

c. In the event of a final adjudication where an indemnitee is found to have been proportionately negligent, the indemnitee shall reimburse the indemnitor for their proportional share of such liability.

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

17. Documents and Materials.

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

and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

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

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

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

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

18. Confidentiality of Information.

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

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

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (ii) is communicated to a third party with the express written consent of City and is not subject to

restrictions on further use or disclosure, (iii) is independently developed by Vendor and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Vendor shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

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

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

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

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

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage

Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

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

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

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

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

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

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

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

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

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a “governmental decision” as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City’s conflict of interest code, Vendor shall be subject to City’s conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor’s personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor “financially interested,” as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.
25. Fictitious Name. If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor’s prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.
26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City’s prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.
27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor’s work from damage and shall protect the City’s property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.
28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Vendor.
29. Applicable Law: Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California’s choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.
30. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.
31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.
32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.
33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.
34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.
35. Integration: Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations,

agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

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

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

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

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

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

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

42. Limitation of Liability. In no event shall Vendor be liable under this agreement to City or any third party for consequential, indirect, incidental, liquidated, exemplary, punitive, or enhanced damages, lost profits or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this (Agreement), regardless of (a) whether such damages were foreseeable, (b) whether or not it was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort or otherwise) upon which the claim is based.

[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

**CLEAN EARTH ENVIRONMENTAL
SOLUTIONS, INC.**

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

David Stanton, President _____ Date _____

Melinda Rath, Senior Vice President,
Sales and Customer Service _____ 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.

SCOPE OF SERVICES EXHIBIT

Hazardous Waste Transportation: The Vendor shall load Recyclable Household Hazardous Waste (RHHW) designated for shipment (i.e., full drums, cubic yard boxes, etc), into Vendor's truck. Vendor shall be licensed with the State of California Department of Toxic Substances Control and must have all necessary federal, state, and local permits and approvals. Vendor's drivers, vehicles and equipment used to transport program hazardous waste shall be certified for use in handling and transportation of hazardous waste.

The Vendor shall transport all RHHW to pre-designated recycling, treatment or disposal facilities in accordance with federal, state, and local laws and regulations. These facilities shall be licensed by the resident state and the United States Environmental Protection Agency. Facilities that are located within the State of California must be approved by the State Department of Toxic Substances Control.

Non-conforming RHHW may be rejected by Vendor. Title, risk of loss and all other incidents of ownership to non-conforming RHHW shall remain at all times with the City (the generator). RHHW shall be considered non-conforming if it is not properly packaged or labeled, or has constituents, characteristics or properties not disclosed on the Waste Profile. The City shall pay Vendor for the handling, transporting, storing and caring for and, if applicable, disposing of such non-conforming RHHW. Notwithstanding anything to the contrary, the City shall be responsible for any and all losses, liabilities, claims, penalties, forfeitures, suits, and the cost and expenses incident thereto (including cost of defense, settlement and reasonable attorneys' fees) which Contractor may hereafter incur, or pay out arising out of or related to non-conforming RHHW.

Manifesting: At Vendor's expense, manifests, bills of lading and markings shall be pre-printed with generator information and the Department of Transportation (D.O.T) description. City staff will review drum markings, labels, and manifests prior to signing manifest and shipping RHHW. Vendor is responsible for providing proper D.O.T. placard of vehicle at time of shipment.

Vendor shall efficiently and correctly complete a manifest of materials complying with, and satisfying requirements such as:

- California Code of Regulations, Title 22
- Code of Federal Regulations, Title 40 and Title 49
- California Department of Toxic Substance Control
- U.S. EPA permitted disposal facility requirements for receiving hazardous materials
- Certified Unified Program Agency

Weighing RHHW: The Vendor shall weigh all RHHW. The net weight shall be listed on all manifests and bills of lading and included on all required reports, including CalRecycle Form 303 (excluding tare weight i.e., poly drums, pallets, cylinders, etc) as provided by scale having current certification as appropriate and necessary.

RHHW Destination Facilities: Vendor shall provide a list of facilities that accept RHHW for reclaiming or recycling disposal. Vendor shall include disposal site name, mailing and facility address and phone number, and types of RHHW accepted at each facility. Vendor shall list all necessary operation permits, indicate the permit status for each facility, and number of violations for the past three (3) years. During the term of the Agreement, if the Vendor substitutes any facility on the list, Vendor shall notify the City within thirty (30) days and provide the Project Manager with the new facility information. The City reserves the right to audit or inspect any of the listed facilities to ensure facility compliance.

The Vendor shall warrant that Vendor-owned, or approved for use, storage treatment/disposal facilities are currently licensed and permitted at time of receipt of City's RHHW. In the event that a storage/treatment facility has lost its permitted status during the term of the Agreement, the Vendor shall promptly notify the City of such loss and work in good faith with the City to secure appropriate disposal capacity through other facilities. The Vendor shall disclose its ownership or financial interest in any storage, treatment or disposal facility proposed or used by the City.

RHHW Management Preferences: The Vendor shall follow, in order of preference, the City's RHHW management preferences for recycling options: (1) reuse, (2) recycling, (3) energy recovery, (4) treatment, (5) incineration, and/or (6) landfill/stabilization. The Vendor shall recycle RHHW whenever feasible. The City aims to reflect the waste disposal hierarchy

established by the State of California in its programs as much as possible. This hierarchy calls for source reduction and reuse first, and then recycling and reclamation whenever feasible. Environmentally sound incineration and hazardous waste landfill disposal are considered the least desirable options. It is the City's desire to recycle, process, treat, minimize, and consolidate as much RHHW as is possible prior to shipment for final disposal. Recycling, energy recovery, and treatments are preferred methods of disposal because they are less likely to result in long-term liability.

The Vendor shall recycle easily recyclable materials and demonstrate that efforts are made to recycle more difficult materials. The City will be responsible for using the abovementioned selected methods of disposal for each waste stream. In the event RHHW is not managed in accordance with the City's selected recycling methods the Vendor shall pay liquidated damages in the amount of one thousand (\$1,000) dollars per 55 gallon drum.

Certificates and Documentation: The Vendor shall provide appropriate documentation, certificates and records as required by applicable federal, state, and local laws and regulations and the City. All documentation shall be completed clearly, correctly and legibly. Copies of any manifest attachments shall be provided to the Project Manager at the time of transport. Documentation submittals for all work shall include but not be limited to:

- Bills of lading or non-hazardous waste manifests
- Hazardous waste manifests and continuations sheets
- Labpack inventory sheets
- Certificates of decontamination, disposal and/or recycling
- Monthly and annual Form 303
- Event summary reports

Appropriate copies of the documentation listed above shall be furnished to the City's Project Manager at the time of waste shipment or at a time mutually agreed upon in writing by the City and Vendor.

If required by the City's Project Manager, the Vendor shall provide reconciliation of manifest and a letter of explanation for any shipping or manifest discrepancies.

The Vendor shall furnish closed originals of all uniform (non-hazardous) waste manifests, signed by a duly authorized representative of the receiving treatment, storage, and disposal facility, to the City's Project Manager within forty-five (45) calendar days of RHHW shipment.

At all times during the transportation, storage, and disposal of RHHW managed under this Agreement, the Vendor shall know the location, condition, and status of each item managed. Upon request, the Vendor shall make this information available in written progress reports to the City's Project Manager. The progress reports shall include a listing of items removed, referenced by identification and uniform hazardous waste manifest numbers. The reports shall contain a description of the location and status of RHHW on the date of the progress report.

Reporting: The Vendor shall complete CalRecycle Form 303 for each fiscal year and submit the completed form to the City each September 30th. The Vendor shall provide the information through electronic mail in a format approved by the City. The Vendor shall also provide quarterly reports including tables and charts depicting the amounts and types of RHHW categories collected and management methods of materials collected. Vendor shall provide certificates of receipt or provide certificates when available.

Spill Prevention and Clean Up: The Vendor shall only use methods, equipment and practices required by all federal, state, and local laws and regulations as well as industry recommended and approval methods, equipment and practices to ensure that no discharges, releases, spills or leakage occurs during the loading, transportation, storage and disposal of RHHW managed under this Agreement.

In the event of a discharge, release, spill or leakage of RHHW during loading, transportation, storage or disposal of wastes, the Vendor shall take immediate action to protect human health and the environment. At no expense to the City, the Vendor shall be fully responsible for the remediation and clean up any such discharge, release, spill, or leakage, in accordance with all applicable federal, state and local laws and regulations.

Should any accident or incident occur that results in any discharge, release, spill or leakage, the Vendor shall notify the City's Project Manager by telephone or in person as soon as practicable, after the immediate emergency measures have been undertaken. The Vendor shall notify and report the event to the appropriate regulatory or emergency response agencies, as required under federal, state, and local laws and regulations.

At its discretion, the City may decide the actions to be taken, should any discharge, release, spill or leakage of RHHW occur during loading and/or transportation activities on City property. The Vendor shall compensate the City for any costs incurred for response to any discharge, release, spill or leakage of RHHW occurring on City property during unloading vehicles, loading, packaging and/or transportation activities caused by the Vendor's negligence. If requested by the City, the Vendor shall furnish the City's Project Manager with a detailed written report describing any discharge, release, spill, or leakage of hazardous wastes during transportation, storage, or disposal of RHHW.

The Del Norte Station RHHW Drop-Off Center takes place outdoors. The Vendor shall protect the collection area from any runoff of residual materials, or spills.

Regulatory Requirements: The Vendor is responsible for keeping up to date on all regulations pertaining to the management of RHHW. The Vendor must be thoroughly knowledgeable on the requirements of the Department of Resources Recycling and Recovery (CalRecycle) programs such as the Battery and Paint Stewardship Acts and regulations and policies relating to the environmentally sound management and recycling of RHHW.

Monthly Invoice: Vendor shall send a monthly invoice to City for Vendor's cost of loading, transport and delivery of RHHW to licensed and permitted recycling centers. The monthly invoice shall itemize types, quantities and unit cost of RHHW and dates of service. The invoice shall include all labor, supervision, equipment, materials, supplies, fees, permits, transportation, and any other cost directly or indirectly relating to the work. City shall pay Vendor within thirty (30) days of receiving monthly invoice.

Safety Practices: Vendor shall follow all City operational and safety practices while providing service at the Del Norte Facility. Vendor shall comply with all City policies, procedures and practices regarding traffic safety and the wearing of personal protective equipment such as hard hats, safety-vests, safety glasses, gloves, and safety footwear.

Household Battery Collection: Once a month, or as requested by the Project Manager, Vendor shall pick-up batteries from collection points at satellite locations within the City, such as City Hall, the Public Safety Building, the Municipal Service Center, the Corporate Yard and other buildings and facilities owned and operated by the City as requested by the Project Manager, once a month, or as needed.

RATES AND COSTS EXHIBIT

Containerized Waste Service	Type of Container	Price Per Container
4' Fluorescent Bulb	Per Box of 37	\$35.15
	Per Bulb	\$0.95
8' Fluorescent Bulb	Per Box of 37	\$35.15
	Per Bulb	\$0.95
Metal Halide Bulb	Per Bulb	\$2.50
Oil Based Paint Waste	55 gallon drum	\$195.00
Water Based Paint Waste	55 gallon drum	\$195.00
Mixed Solvent/Sludge Waste	55 gallon drum	\$145.00
Absorbent Waste	55 gallon drum	\$150.00
Aerosols Cans	55 gallon drum	\$195.00
Mixed Household Cleaner Waste	55 gallon drum	\$275.00
Antifreeze	55 gallon drum	\$115.00
Mixed Alkaline Batteries Waste	15 gallon drum	\$75.00
Used Oil,	55 gallon drum	\$145.00
Drained Oil Filters	55 gallon drum	\$115.00
Propane Cylinders Camping Stoves		\$15.00
Natural Gas Propane Tanks	5 to 15 gallon tank	\$25.00
Misc. Non Propane Gas Tanks		CBC
Vacuum Truck Service	Hour Rate	\$250.00
Oily Water/Clarifier Pit Waste 10-30% Solid	Per Gallon	\$1.25
Acid-Lead Batteries	Auto	\$0.03 per pound
	Motorcycle	\$0.15 per pound
	Computer	\$0.15 per pound
Toxic liquid generic profile	55 gallon drum	\$295.00

Toxic solid generic profile	55 gallon drum	\$250.00
Flammable solid generic profile	55 gallon drum	\$395.00
Paint related material com. pack	Cubic Yard Box	\$830.00
Aerosols (non-foaming)	Cubic Yard Box	\$750.00
Fuses, road flares	Per Pound	\$5.25
Lighters	15 gallon drum	\$175.00
Non-Resource Conservation and Recovery Act solid generic profile	55 gallon drum	\$150.00
Hydrogen peroxide lab pack	5 gallon drum	\$150.00
Compact fluorescent bulbs	55 gallon drum	\$275.00
Fire extinguishers	Each	\$25.00
Organic peroxide lab pack	Per Pound	\$6.00
Sharps containers	15 gallon drum	\$195.00
Sharps containers	55 gallon drum	\$375.00
Non-Polychlorinated biphenyls ballasts	15 gallon drum	\$375.00
Polychlorinated biphenyls ballasts	15 gallon drum	CBC
Oxygen cylinder, medium	Each	\$50.00
Acetylene cylinder, large	Each	CBC
Helium cylinder, 5 gallon	Each	\$25.00
Methylacetylene (propyne) and propadiene gas, medium	Each	CBC
Carbon dioxide cylinder, medium	Each	\$25.00
Non-Resource Conservation and Recovery Act Liquids lab pack	55 Gallon Drum	\$150.00
Lithium ion batteries, non-universal	5 gallon drum (10 pound minimum) Mail back program	\$ 75.00

Ni-cad batteries, dry, universal waste	5 gallon drum (10 pound minimum) Mail back program	\$ 96.00
Labor Charges for specialized service		
Chemist for any repacking of drums	Per Hour	\$65.00
Technician for any repacking of drums	Per Hour	\$51.00
Driver for any loading time greater than 1 hour	Per Hour	\$50.00
Hazardous Characterization of unknowns	Each	\$50.00
Supply Charges		
55 gallon poly drum, new	Each	\$82.00
30 gallon poly drum, new	Each	\$60.00
15 gallon poly drum, new	Each	\$60.00
5 gallon poly drum, new	Each	\$30.00
Cubic yard box	Each	\$75.00
Vermiculite, 3 cubic yard	Each	\$45.00
4 foot fluorescent barrels (slide-top)	Each	\$30.00
8 foot fluorescent barrels (slide-top)	Each	\$40.00
4 foot straight fluorescent tube boxes	Each	\$30.00
8 foot straight fluorescent tube boxes	Rach	\$40.00

In case of any discrepancy between the cost per unit and the extended amount, the cost per unit shall prevail; but, if the amount set forth as an cost per unit amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the extended amount, then the amount set forth in the extended amount shall prevail. In case of any discrepancy between the extended amount and the total bid amount, the extended amount shall prevail; but, if the amount set forth as an extended amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the total bid amount, then the amount set forth in the total bid amount shall prevail. In case of any discrepancy between words and figures in the total bid amount, the words shall prevail.

SCHEDULE OF SERVICES EXHIBIT

Vendor shall provide Services during scheduled business hours Monday through Saturday from 8:00 a.m. to 4:00 p.m. on an on-call basis upon the request of the City. Vendor shall return service calls or emails within twenty-four (24) hours of the initial call or email from the City. Vendor shall schedule the collection of RHHW for transport and delivery to a specialized recycling center within forty-eight (48) hours of the initial call or email upon request.

The City does not guarantee Vendor any minimum or maximum amount RHHW that the City and Vendor agree to in this Agreement. City shall provide access to Vendor for loading RHHW into their transport vehicle. Vendor shall be excused for delays from causes beyond their control. The denial of Services by the Vendor may be interpreted as nonperformance and breach of the Agreement.

INSURANCE EXHIBIT

Exhibit INS-I

**INSURANCE REQUIREMENTS FOR VENDORS
(WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS WITH CONTRACTORS POLLUTION LIABILITY)**

1. Vendor 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 sale and delivery, installation or maintenance of products by vendor, its agents, representatives, or employees.

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. Contractors Pollution Liability and Errors & Omissions applicable to the work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

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

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

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

4. Vendor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of vendor; products and completed operations of vendor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers.

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

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

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 you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

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) \$... SE (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 \$1,000,000 EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE
A	OTHER Contractors Pollution Liability and Contractors Pollution Errors & Omissions				PER CLAIM / OCCURRENCE \$2,000,000 GENERAL AGGREGATE \$2,000,000

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

Telephone:

POLICY INFORMATION:

Insurance Company:

Policy No.:

Policy Period: (from)

LOSS ADJUSTMENT EXPENSE

(to)

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

GENERAL LIABILITY

☐ COMMERCIAL GENERAL LIABILITY

☐ COMPREHENSIVE GENERAL LIABILITY

☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made

Retroactive Date _____

☐ Occurrence

OTHER PROVISIONS

COVERAGES

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

☐ GENERAL

☐ PRODUCTS/COMPLETED OPERATIONS

☐ PERSONAL & ADVERTISING INJURY

☐ FIRE DAMAGE

☐

☐

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:

Name: _____

Address: _____

Telephone: () _____

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

- INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
- CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
- SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
- CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
- PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
- SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
 - If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: 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											
PRODUCER Telephone: _____		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;"> ENDORSEMENT NO. </td> <td style="width: 50%; padding: 2px;"> ISSUE DATE (MM/DD/YY) </td> </tr> </table>		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)								
ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)												
NAMED INSURED		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="padding: 2px;"> POLICY INFORMATION: </td> </tr> <tr> <td colspan="2" style="padding: 2px;"> Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits </td> </tr> <tr> <td colspan="2" style="padding: 2px;"> ☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim _____ (which) </td> </tr> <tr> <td colspan="2" style="padding: 2px;"> 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: </td> </tr> <tr> <td colspan="2" style="padding: 2px;"> CITY AGREEMENTS/PERMITS </td> </tr> </table>		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	
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CITY AGREEMENTS/PERMITS													
TYPE OF INSURANCE		OTHER PROVISIONS											
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____											
LIMIT OF LIABILITY		\$ _____ 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 _____											

LIVING WAGE POLICY EXHIBIT

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

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

Exhibit 1

Living Wage Policy

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

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than \$16.89 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

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

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

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

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

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

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

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.



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

DATE: April 19, 2022

TO: City Council

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

SUBJECT: Recognition of the Statewide Park Development and Community Revitalization Grant Award for the Durley Park Expansion and Improvement Project.

RECOMMENDATION

That the City Council recognize the grant award of \$7,092,300 from the Statewide Park Development and Community Revitalization Program for the Durley Park Expansion and Improvement Project.

BACKGROUND

The intent of the Statewide Park Development and Community Revitalization Program (State Parks Program or SPP) competitive grants are to create new parks and new recreation opportunities in critically underserved communities across California. This was the fourth and final round of SPP grants and includes \$395.3 million of Proposition 68 funding.

Being a competitive grant program, a number of factors go into applicants' scores, including broad community engagement and disadvantaged community status. Staff considered potential projects and sites to submit as applications, and the Durley Park site was determined to be the most competitive in the City. Staff reviewed the grant priority details thoroughly and assessed various project alternatives in the context of the grant's scoring criteria and the City's needs. The City Council adopted a resolution that authorized the City Manager to submit an application for an amount not to exceed \$8.5 million at the March 2, 2021 City Council meeting. At the time of the March 2021 staff report's writing, the project concept and cost estimate had not been finalized. Hence, the "not to exceed \$8.5 million" cost was used in the staff report and associated resolution. After the City Council approved the grant application, and after the scope and cost estimate were subsequently finalized, the application was submitted with the total cost estimated at \$7,092,300.

The project was awarded \$7,092,300 million in grant funding, and the grant contract executed in March of 2022. The Durley Park Expansion and Improvement Project will enhance a vital park in a disadvantaged community which will fulfill multiple goals identified in the Oxnard Parks & Recreation Master Plan, including improving the condition of the baseball fields and integrating park lighting.

The scope of the Durley Park Expansion and Improvement Project was determined through community workshops where residents prioritized and selected recreation features that would be included in the project. Staff held a series of workshops, beginning in October of 2020 and concluding in January of 2021. The dates of the workshops, both virtual and in-person, include the following:

- October 22nd-23rd: Workshops with students from McKinna, Kamala, and Dr. Lopez Jr. High (virtual)
- October 29th: Workshop with Durley Preschool and staff who previously worked at the Durley Youth Center (virtual)
- November 5th: Sunset Little League workshop conducted in-person, outdoors at the park
- November 21st: Community workshop conducted in-person, outdoors at the park

- January 24th: Final community workshop (virtual)

Through these workshops, residents developed the conceptual design that will be included in the project scope and integrates the following features:

1. Security and athletic lighting
2. Walking track
3. Additional basketball court
4. Parking improvements
5. Bike and skateboard pump track at the unused bowl areas in the southwest corner of the park
6. Water conservation efforts and landscaping
7. Murals on the existing tanks on site
8. Water station for filling up water bottles
9. Upgraded irrigation system
10. Exercise stations along the trail
11. Public restroom

Targeted invitees to the community workshops:

- McKenna, Kamala, and Dr. Lopez Jr. High School
- Preschool and Durley Youth Center youth
- Sunset Little League
- Neighborhood Councils (Kamala and Bartolo Square North) and residents
- Parks, Recreation, and Community Services Commission
- Ventura County Public Health and contacts
- United Farmworkers Foundation

DISCUSSION

Resolution No. 15,425 was passed by the City Council on March 2, 2021 and authorized the City Manager to execute the grant agreements, and authorized the Finance Director to approve the budget appropriations for the use of the grant funds. However, per the Financial Impact section of that staff report, staff is now returning to the City Council for the recognition and appropriation of the grant award.

The management of this grant project will be initiated in April 2022, after the budget appropriation has been executed. Resolution No. 15,425 authorizes the Finance Director to approve budget appropriations for the use of the grant funds and the budget appropriation will be processed administratively. The Resolution and executed grant contract is attached for reference.

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, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

The Durley Park Expansion and Improvement Project was awarded \$7,092,300. There is no City match required for this grant. As resolution #15,425 authorizes the Finance Director to approve the budget appropriations for the use of the grant funds that will be processed administratively.

Ongoing maintenance funding will be requested during the budgeting process for Fiscal Year 2024-25 following the completion of the project. The annual operations and maintenance costs are estimated to increase by approximately \$76,000.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Eric Humel, Grants Specialist, Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. City Resolution_Executed
2. Grant Contract_Executed

CITY COUNCIL OF THE CITY OF
OXNARD RESOLUTION NO. 15,425

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
OXNARD APPROVING THE SUBMITTAL OF A GRANT
APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND
COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS

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 Public Works Department has requested that City Council approve the submittal of an application to the State Department of Parks and Recreation for an amount not to exceed \$8,500,000 in Statewide Park Development and Community Revitalization Grant Program funds to be used for the Durley Park Improvement and Expansion project.

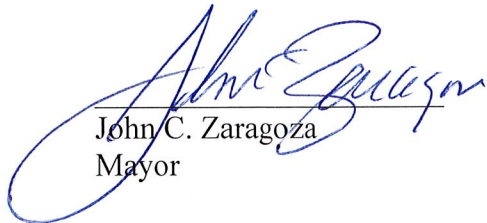
NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of a grant application by the City Manager to the State Department of Parks and Recreation for the purpose of obtaining grant funding for the Durley Park Improvement and Expansion Project. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Finance Director or designee is authorized to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and the Director of Public Works or his or her designee is authorized to submit non-financial reports.

PASSED AND ADOPTED THIS 2nd Day of March, 2021, by the following vote:

AYES: Councilmembers Basua, Lopez, MacDonald, Madrigal, Perello, Teran and Zaragoza.

NOES: None.

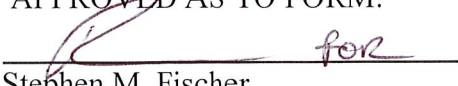
ABSENT: None.


John C. Zaragoza
Mayor

ATTEST:

 3/2/21
Rose Chaparro
City Clerk

APPROVED AS TO FORM:

 for
Stephen M. Fischer
City Attorney

State of California - Natural Resources Agency
Department of Parks and Recreation
GRANT CONTRACT
2018 Parks Bond Act
Statewide Park Development and Community Revitalization

GRANTEE City of Oxnard

GRANT PERFORMANCE PERIOD is from July 01, 2020 through June 30, 2025

CONTRACT PERFORMANCE PERIOD is from July 01, 2020 through June 30, 2050

PROJECT TITLE DURLEY PARK EXPANSION / IMPROVEMENT PROJECT NUMBER SW-56-003

The GRANTEE agrees to the terms and conditions of this contract, and the State of California, acting through its Director of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the PROJECT SCOPE(s) as defined in the Development PROJECT SCOPE / Cost Estimate Form or Acquisition documentation for the Application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

Total State Grant not to exceed \$7,092,300.00

City of Oxnard

By Alexander Nguyen
 Typed or printed name of Authorized Representative
Alexander Nguyen
 Signature of Authorized Representative

Address 300 West Third Street, Oxnard, CA 93030

Title City Manager

Date 3/2/2022

STATE OF CALIFORNIA
 DEPARTMENT OF PARKS AND RECREATION

By Jana Clarke
 Typed or printed name of Authorized Representative
Jana Clarke
 Signature of Authorized Representative

Title Supervisor

Date 3/3/2022

CERTIFICATION OF FUNDING
(For State Use Only)

CONTRACT NO C9803069	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000011778			PROJECT NO. SW-56-003
AMOUNT ENCUMBERED BY THIS DOCUMENT \$7,092,300.00		FUND. Drought, Water, Cln Air, Cstl Protc, Outdoor Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM 3790-101-6088	CHAPTER 6	STATUTE 20	FISCAL YEAR 2021/22
TOTAL AMOUNT ENCUMBERED TO DATE \$7,092,300.00		Reporting Structured. 37900091	Account/Alt Account. 5432000-5432000000	ACTIVITY CODE 69807	PROJECT / WORK PHASE 3790000SW56003

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as “GRANTOR,” “DEPARTMENT” or “STATE”) and City of Oxnard (hereinafter referred to as “GRANTEE”).

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as “GRANT MONIES”) not to exceed \$7,092,300, subject to the terms and conditions of this CONTRACT and the 2020/21 California State Budget, Chapter 6, statutes of 2020, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as “2018 Parks Bond Act, Statewide Park Development and Community Revitalization GRANT”). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2020 to June 30, 2025.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term “ACT” means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term “APPLICATION” means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term “DEPARTMENT” or “STATE” means the California Department of Parks and Recreation.
4. The term “DEVELOPMENT” means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term “GRANTEE” means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term “GRANT SCOPE” means the items listed in the GRANT SCOPE/Cost Estimate Form found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term “GUIDE” means (1) the document identified as the “Grant Administration Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Competitive Grant Programs Capital

Improvement Projects” and (2) The Application Guide that established the competitive procedures and policies for the selection of projects.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.

To maintain the integrity of the competitive grant program, the GRANTEE agrees that any other project changes or alterations which deviate from the intent of the project selection criteria provided by the GRANTEE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval.

3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Project Guide

1. GRANTEE agrees to abide by the GUIDES.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.

5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.
2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this CONTRACT. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the

purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE'S and STATE'S interest

against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

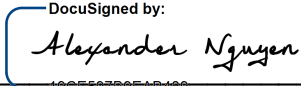
GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

City of Oxnard
 GRANTEE
 By:  DocuSigned by:
19CE597B9EAB489...
 Signature of Authorized Representative
 Title: City Manager
 Date: 3/2/2022

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

DocuSigned by:

Jana Clarke

By: _____

Signature of Authorized Representative

Title: _____

Supervisor

Date: _____

3/3/2022



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

DATE: April 19, 2022

TO: City Council

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

SUBJECT: Lease Agreement A-8458 with Channel Islands Logistics, Inc. for the Temporary Storage of Land/Sea Shipping Containers for up to 12 Months.

RECOMMENDATION

That the City Council approve and authorize the Mayor to:

1. Execute a 12-month Lease Agreement A-8458 with Channel Islands Logistics, Inc. for a five-acre portion of vacant property adjacent to the Del Norte Regional Recycling and Transfer Station near the northwest corner of Del Norte Blvd. and 5th Street; and
2. Authorize the City Manager to make minor non-substantive adjustments to the lease, with the City Attorney's concurrence, should such adjustments be requested by Channel Island Logistics, Inc.

BACKGROUND

The City of Oxnard, Public Works, Environmental Resources Division (ER) owns approximately 11 acres (8.8 usable acres) of vacant property at the Northwest corner of Del Norte Blvd. and 5th Street in Oxnard, CA 93030 / APNs: 216-0-160-225; 216-0-160-465; and 216-0-160-475 (See Attachment 1 Lease Property Exhibit). Starting in 2015 to December 2017, the City leased this area for temporary storage of new automobiles. Since December of 2017, most of the property has been vacant with a portion being used by ER to store equipment, and by contractors working for the City to temporarily stockpile material for Capital Improvement Plan (CIP) projects.

DISCUSSION

In early 2022, Channel Islands Warehouse/Logistics, Seaboard Produce Distributors/Del Norte Distribution, Arcturus Warehouse LLC (Channel Islands Logistics) approached the City expressing interest in leasing property to temporarily store land/sea shipping containers for up to twelve months. This is primarily due to COVID-19 supply chain challenges that have caused container storage area shortages at The Port of Hueneme and other California ports.

After negotiations between Channel Island Logistics and the City, Channel Island Logistics has proposed to lease five acres of the City/ER-owned property adjacent to the Del Norte Regional Recycling and Transfer Station for \$6,000 per acre for up to twelve months, providing up to \$360,000 in revenue to the ER Solid Waste Fund 631.

Upon approval of the lease agreement, Channel Island Logistics will complete a Temporary Use Permit (TUP) with Director Order No. 22-01 as an attachment (Attachment 2). This Order from the Director of Emergency Services allows the temporary storage of empty storage containers in the M-1 and M-2 Development Zones. The subject property is in the M-2 Development Zone.

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

If approved, the lease agreement will generate up to \$360,000 in lease revenue should the term of the lease reach twelve months. Actual amount will correspond to \$6,000 per acre, multiplied by 5 acres, per month. Fiscal Years 2021-2022 and 2022-2023 will include the total lease agreement amounts as revenue in the Solid Waste Fund 631.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Brian Yanez, Assistant Public Works Director, Todd Vasquez-Housley, Environmental Resources Division Manager

ATTACHMENTS

1. Agreement with Channel Islands Logistics A-8458
2. Director's Order 22_01

LEASE AGREEMENT

This Lease Agreement (“Lease”) is made as of _____ day of _____, 2022, by and between the City of Oxnard (“City” or “Lessor”) and Channel Islands Logistics, Inc., a California corporation (“Lessee”). Each of City and Lessee are sometimes hereinafter referred to as a “Party” and collectively as the “Parties.”

1. Property

City is the owner of that five-acre parcel of undeveloped property generally located northwest of the intersection of E. Fifth Street and S. Del Norte Boulevard in Oxnard, California and specifically defined as the portions of APNs 216-016-0465 and 216-016-0475 depicted in Exhibit A, which is attached hereto and incorporated herein by this reference (hereafter, the “Property”). City hereby leases Property to Lessee, and Lessee leases the Property from City for the term, at the rental, and pursuant to the covenants, provisions and conditions set forth herein.

2. Term

The term of this Lease (“Term”) shall commence on _____ (the “Commencement Date”) and shall expire twelve (12) months thereafter (the “Expiration Date”), subject to earlier termination as provided herein. Prior to the Expiration Date of the Lease, Lessee may terminate this Lease upon a minimum of thirty (30) days notice.

3. Rent

During the Term, Lessee agrees to pay City as rent for the Property the sum of Thirty Thousand Dollars (\$30,000) per month payable in advance.

4. Delivery and Condition of Property

A. City shall deliver physical possession of the Property to Lessee upon the execution of this Lease by both Parties. Lessee hereby accepts the Property in its existing “AS IS” condition as of the date hereof subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing the use of the Property, and any easements, licenses, covenants, conditions or restrictions of record executed by City, and accepts this Lease subject thereto and subject to all matters disclosed thereby.

B. Prior to the execution of this Agreement, Lessee and/or its agents fully inspected the Property and are fully aware of its current condition. Lessee also acknowledges that City has not made any representation or warranty whatsoever as to the condition of the Property.

5. Use of Property

A. Limitation on Use. Lessee shall use the Property solely for the storage of land/sea shipping containers in the manner specified by the Temporary Use Permit (TUP), which Lessee must obtain prior to the effective date of this Lease.

B. Lessee’s Operation of Business. Lessee shall continuously and uninterruptedly during the entire Lease Term:

- i. Adequately staff its business with sufficient employees; and
- ii. Conduct Lessee's business at all times in a first-class manner consistent with reputable business standards and practices, in good faith, and consistent with the terms and conditions of the TUP.

C. Anti-discrimination and Equal Opportunity.

Lessee, for itself, its successors and assigns and all persons claiming under or through it, covenants that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin or ancestry, in the use, occupancy, tenure or enjoyment of the Property, nor shall Lessee or any person claiming under or through it, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of Lessees, licensees, employees or vendees in the Property or the improvements thereon. The foregoing covenants shall run with the land.

D. Prohibited Uses; Alterations. Lessee shall not do or permit anything to be done in or about the Property that in any way increases the existing rate of any insurance on the Property or that causes a cancellation of any insurance policy covering the Property, the Property or any part of them, or which constitutes an activity specifically excluded from the City's insurance policy or any insurance Lessee is required by City to obtain, which policies are described in Section 6 of this Lease. Lessee shall not commit or cause to be committed any nuisance or waste in or on the Property or permit anything to be done in or about the Property that will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or hereafter in force, or that is inconsistent with the terms and conditions of the TUP. Except as otherwise provided herein, Lessee shall not make or cause to be made any alterations, repairs, additions or improvements to any part of the Property without the prior written consent of City, which consent may be withheld in City's sole and absolute discretion.

6. Insurance

Lessee shall deliver to the City copies of policies of insurance and certificates evidencing the existence and amounts of the insurance described herein below with loss payable clauses and additional insured endorsements in favor of City and cross-liability endorsements. Each policy shall provide that such policy shall not be cancelable or subject to reduction of coverage or other modification during the Term except after thirty (30) days prior written notice to City. All insurance required to be carried by Lessee hereunder shall be issued by responsible insurance companies, qualified to do business in the State of California and reasonably acceptable to City. All public liability and property damage policies shall contain a provision that City, although named as an insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its servants, agents, and employees by reason of the negligence of Lessee. All public liability, property damages and other casualty policies shall be written as primary policies, not contributing with, and not in excess of coverage which City may carry. Executed copies of all policies, or certificates evidencing the existence and amounts of such insurance, shall be delivered to City by Lessee no later than ten (10) days after Commencement Date, and thereafter, executed copies of renewal policies or certificates thereof shall be delivered to City thirty (30) days prior to the expiration of any such policy. In the event Lessee fails to maintain any of the insurance set forth herein below, City may, but shall not be required to, obtain such insurance on behalf of Lessee and, in such event, Lessee shall reimburse City as Additional Rent and immediately on demand, for the cost incurred by City. Lessee shall, at Lessee sole expense, obtain and keep in force during the Term, the following coverages:

A. Lessee shall obtain and maintain throughout the Term the insurance coverages as specified in Exhibit INS-N.

B. Lessee shall, prior to occupancy, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-N. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-N.

C. Maintenance of proper insurance coverages by Lessee is a material element of this Lease. Lessee's failure to maintain or renew insurance coverages in accordance with Exhibit INS-N, or Lessee's failure to provide evidence of renewal of such coverage will be considered a material breach of this Lease.

7. Condemnation

If all or any part of the Property shall be taken or appropriated for public or quasi-public use by right of eminent domain with or without litigation or transferred by agreement in connection with such public or quasi-public use, either Party hereto shall have the right at its option exercisable within thirty (30) days of receipt of notice of such taking to terminate this Lease as of the date possession is taken by the condemning authority; provided, however, that before Lessee may terminate this Lease by reason of taking or appropriation as provided hereinabove, such taking or appropriation shall be of such an extent and nature as to substantially handicap, impede or impair Lessee's use of the Property. No award for any partial or entire taking shall be apportioned, and Lessee hereby assigns to City any award which may be made in such taking or condemnation, together with any and all rights of Lessee now or hereafter arising in or to the same or any part thereof; provided, however, that nothing contained herein shall be deemed to give City any interest in or to require Lessee to assign to City any award made to Lessee for the taking of personal property and fixtures belonging to Lessee and/or for the interruption of or damage to Lessee's business.

8. Security

Lessee shall be responsible for securing Property and providing any desired security services to the Property, if any, during the Term or any extensions thereof.

9. Reserved

10. Taxes

Lessee shall pay at least ten (10) days before due, and before any fine, penalty, interest or cost shall be charged thereon, directly to the appropriate taxing or other governmental authority, all:

- (i) Real estate and other ad valorem taxes and assessments of every kind and nature levied and assessed upon the Property and the underlying realty including, but not limited to, possessory interest taxes assessed against the leasehold interest created hereby and general and special assessments, whether foreseen or unforeseen, and
- (ii) Taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operation on the Property, (collectively, "Taxes") and Lessee shall deliver to City copies of receipted bills for such Taxes within fifteen (15) days after receipt of such bills by Lessee.

11. Compliance with Laws

A. Lessee agrees to comply with all applicable zoning, municipal, county and state laws, ordinances and regulations governing the use of the Property, and any covenants or restrictions of record. Lessee agrees to secure a Temporary Use Permit (TUP) from the City of Oxnard in order to use the Property for the purposes specified hereinabove. Lessee shall secure a TUP from the City (acting in the City's role as the regulatory authority) before the Commencement Date of this Lease.

B. The Parties acknowledge and agree that the City is entering into this Lease in its role as the owner of the Property – not as the regulatory authority that will determine if the TUP shall be granted for Lessee's proposed use of the Property. Nothing in this Lease shall be interpreted as requiring the City (acting in its role as the regulatory authority) to approve the TUP.

C. Lessee acknowledges and agrees that if the TUP is granted by the City acting in its role as the regulatory authority, the TUP shall thereafter be deemed terminated at such time that this Lease expires or is terminated by either the City (acting in its role as owner of the Property), the Lessee or the Parties. Lessee waives any and all claims that it would be entitled to a due process hearing regarding the termination of the TUP if such termination occurs because the Lease expires or is terminated by the City.

12. Indemnity and Exculpation

A. Indemnity. Lessee shall indemnify, defend and hold harmless City and its officers, officials, employees and agents against any and all claims, liabilities, losses, costs, expenses, including without limitation attorneys' fees and costs ("Claims or Liabilities") including without limitation those resulting from theft, vandalism, personal injury, disability or death, and even if caused in whole or in part by the passive negligence of City and/or its officers, officials, employees and/or agents (e.g., failure to supervise or control, or warn of or remove a condition on or about the Property) arising from:

- (i) The condition of the Property and surrounding areas which are used by Lessee and Lessee's employees, staff, consultants, agents, contractors, suppliers, invitees, guests, patrons, licensees, successors and assigns (collectively, "Lessee's Representatives"),
- (ii) Lessee's and Lessee's Representatives' use of the Property including without limitation the construction of the Improvements and any other work performed therein,
- (iii) Any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this Lease, or
- (iv) The conduct of Lessee's business operated on or about the Property or any act or negligence of Lessee, or any of Lessee's Representatives, except that Lessee shall not indemnify, defend and hold harmless City from and against any claims to the extent they result solely from the active negligence or willful misconduct of City and/or its officers, officials, employees and/or agents (collectively, "City's Representatives").

In case any action or proceeding be brought against City, Lessee, upon notice from any such party, shall defend the same at Lessee's expense by counsel reasonably satisfactory to City.

Lessee, as a material part of the consideration given to City, hereby (i) assumes all risk of damage to property or injury to persons in, upon or about the Property arising from any cause including, but not limited to, any theft, vandalism, damage, injury to person or death resulting from the condition of the Property during the Term hereof but excluding any claims (except for those claims arising from City's alleged failure to supervise or control Lessee's actions or Lessee's use of the Property) arising from the active negligence or willful misconduct of City, and (ii) waives all claims in respect thereof against City and its officers, officials, employees and agents.

B. Exemption of City From Liability. It is hereby agreed that City shall not be liable for any injury or damage which may be sustained by the person, goods, wares, merchandise or property of Lessee, its employees, invitees or customers, or by any other person in or about the Property.

13. Default and Remedies

A. Default. The occurrence of any of the following shall constitute a material default and breach of this Lease by Lessee:

- (i) Any failure by Lessee to pay any Rent at the time said payment is due;
- (ii) The abandonment or vacation (defined to be ten (10) or more days of continuous absence from the Property) of the Property by Lessee;
- (iii) The failure by Lessee to observe and perform any other provision of this Lease to be observed or performed by Lessee, where such failure continues for fifteen (15) days after written notice thereof by City to Lessee; provided, however, that if the nature of the default is such that the same cannot reasonably be cured within said fifteen (15) day period, Lessee shall not be deemed to be in default if Lessee shall within such period commence such cure and thereafter diligently prosecute the same to completion;
- (iv) The making by Lessee of any general assignment or general arrangement for the benefit of creditors; the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Property or Lessee's interest in this Lease, where possession is not restored to Lessee within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Property or of Lessee's interest in this Lease, where such seizure is not discharged within thirty (30) days.

B. Termination. In the event of any such default by Lessee, then in addition to any other remedies available to City at law or in equity, City shall have the immediate option to terminate this Lease and all rights of Lessee hereunder by giving written notice of such termination. In the event that City shall elect to so terminate this Lease then City may recover from Lessee the worth at the time of award of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Lessee proves could be reasonably avoided, plus any other amount necessary to compensate City for all the detriment proximately caused by Lessee's failure to perform his obligations under this Lease or which in the ordinary course of events would be likely to result therefrom. At City's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable California law.

C. Additional Remedies

- (i) In the event of the vacation or abandonment of the Property by Lessee, and if City does not elect to terminate this Lease and Lessee's right to possession of the Property by electing the remedy provided, then City may, pursuant to Section 1951.4 of the Civil Code of the State of California, recover all Rent as it becomes due.
- (ii) City entry into the Property for maintenance purposes or in an attempt to relet the Property shall not be considered to terminate Lessee's right to possession of the Property and no entry of the Property by City shall be construed as an election to terminate this Lease unless a written notice of such intention be given to Lessee or unless the termination thereof be decreed by a court of competent jurisdiction. City may at any time after any default by Lessee elect to terminate pursuant to the Lease.
- (iii) The rights of City under this Lease shall be cumulative to all other rights or remedies now or hereafter available to City at law or in equity.

14. Maintenance

City shall have no obligation to repair or maintain the Property except as provided in this Lease. Lessee hereby waives all right to make repairs at the expense of City as provided for in any statute or law in effect at the time of execution of this Lease (including Section 1942 of the Civil Code of the State of California) or any amendment thereof or any other statute or law which may be hereafter enacted during the term of this Lease.

15. City's Right of Entry

Lessee shall permit City or City's representatives to enter the Property at all reasonable times for the purpose of inspecting the Property to determine whether Lessee is complying with the terms of this Lease and for the purpose of doing other lawful acts that may be necessary to protect City's interest in the Property under this Lease or to perform City's duties under this Lease. City also reserves and shall at any and all times have the right to enter the Property to submit said Property to inspection by prospective purchasers or lessees or prospective or existing mortgagees, to post notices of non-responsibility and "for lease" signs, and to alter, improve or repair the Property and any portion of the Property without abatement of rent. Lessee hereby waives any claim for damages for any injury or inconvenience to or interference with Lessee's business, any loss of occupancy or quiet enjoyment of the Property, and any other loss occasioned thereby. Any entry to the Property obtained by City by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Property, or an eviction of Lessee from the Property or any portion thereof.

16. Transfers

Assignment and Subletting. Lessee shall not voluntarily or by operation of law assign, license, franchise, transfer, mortgage or otherwise encumber all or any part of Lessee's interest in this Lease or in the Property, and shall not sublet, franchise, or license all or any part of the Property, without the prior written consent of City in each instance and any attempted assignment, license, franchise, transfer, mortgage, encumbrance or subletting without such written consent shall be wholly void.

17. Attorneys' Fees

In case of any action or proceeding brought by either Party against the other under this Lease, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs incurred.

18. Notices

All communications, notices and demands of any kind that either Party may be required or desires to give to or serve on the other Party shall be made in writing and delivered personally or sent by registered or certified mail or Federal Express (or other like overnight delivery service) to the following addresses:

To City/Lessor	City Manager City of Oxnard 300 West Third Street Oxnard, California 93030
With a copy to:	City Attorney City of Oxnard 305 West Third Street, 1st Floor Oxnard, California 93030
Lessee:	Channel Islands Logistics, Inc. P.O. Box 6229 Oxnard, California 93031
	Physical address: 710 Del Norte Boulevard Oxnard, California 93030

Any such notice shall be presumed to have been received on the earlier of:

- (i) Personal delivery to the address(es) shown above,
- (ii) One (1) day after delivery to Federal Express or other like overnight delivery service, or
- (iii) Forty-eight (48) hours after posting in the United States mail. Either Party may change its address by giving the other Party written notice of its new address.

19. Surrender

By entry hereunder, Lessee accepts the Property as being in good and sanitary order, condition and repair and agrees on the last day of the said Term, or sooner termination of this Lease, to surrender unto City the Property with said appurtenances in the same condition as when received, and to remove all of the Lessee's personal property from the Property.

20. Holding Over

If Lessee remains in possession of the Property after expiration or earlier termination of this Lease without the express written consent of City, such possession by Lessee shall be deemed a tenancy at sufferance at a rental rate of Fifty Thousand Dollar (\$50,000) a month.

21. Estoppel Certificate

Within ten (10) days after request by City (which request may be from time to time as often as reasonably required by City), Lessee shall execute and deliver to City a statement that this Lease is in full force and effect without modification except as may be represented by City, that there are no uncured defaults in City's performance hereunder, and the specific number of months or years of rent that has been paid in advance (if any). Any such statement may be conclusively relied upon by any prospective purchaser or encumbrances, of the Property. Lessee's failure to deliver such statement within ten (10) days of City's written request therefor shall be a binding agreement of Lessee:

- (i) That this Lease is in full force and effect without modification except as may be represented by City,
- (ii) That there are no uncured defaults in City's performance hereunder, and
- (iii) That not more than one installment of Rent has been paid in advance.

Further, such failure to deliver such certificate (showing any exceptions to any of the statements of fact required thereby) shall be a material default under this Lease.

22. Binding on Successors and Assigns

Each provision of this Lease performable by Lessee shall be deemed both a covenant and a condition. The terms, conditions and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the Parties, their heirs, personal representatives, and permitted successors and assigns.

23. Waivers

No waiver by City of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Lessee of the same or any other provisions. The subsequent acceptance of Rent hereunder by City shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular Rent so accepted, regardless of City's knowledge of such preceding breach at the time of acceptance of such Rent. No term, covenant or condition of this Lease shall be deemed to have been waived by City unless such waiver be in writing signed by City.

24. Entire Agreement; Amendments

There are no oral or written agreements or representations between the Parties affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, representations, agreements and understandings, if any, between the Parties with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. All reliance by either

Party with respect to representations and warranties shall be solely upon the representations and agreements contained in this Lease. No amendment or addition to this Lease shall be binding upon the Parties unless in writing, signed and delivered by the Party to be charged.

25. Time

Time is of the essence of this Lease.

26. No Broker

Lessee represents and warrants that it has dealt with no real estate brokers, leasing agents or finders in connection with or arising out of any of the transactions contemplated by this Lease, and covenants and agrees to indemnify, defend and save City harmless from any and all losses, liability, damages and expenses (including reasonable attorneys' fees and costs), that may arise from a breach of this representation and warranty.

27. Severability

If any provisions of this Lease shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect. It is the intention of the Parties that if any provision of this Lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

28. Construction. The provisions of this Lease shall be liberally construed to effectuate its purpose. The language of this Lease shall be construed simply according to its plain meaning and shall not be construed for or against any party, as each party has participated in the drafting of this Lease and has had its legal counsel review it. Whenever the context and construction so require, all words used in the singular shall be deemed to be used in the plural, and vice versa.

29. No Reliance on Other Parties. All Parties to this Lease declare that, prior to the execution of this Lease, 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 Lease and making the decision to execute it. The parties each represent and acknowledge that in executing this Lease, they do not rely and have not relied upon any representation or statement not set forth herein made by any other party to this Amendment or their respective legal counsel with regard to the subject matter, basis or effect of this Lease.

30. Applicable Law

The laws of the State of California shall govern the validity, performance and enforcement of this Lease. This Lease shall not be construed either for or against City or Lessee, but this Lease shall be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result. Any action brought pursuant to this Lease shall be brought in the Ventura County Superior Court.

31. Waiver of Redemption Rights

Lessee hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Lessee being evicted or dispossessed for any cause, or in the event of

City obtaining possession of the Property by reason of the violation by Lessee of any of the covenants and conditions of this Lease or otherwise. The rights given to City herein are in addition to any rights that may be given to City by any statute or otherwise.

32. No Reservation or Option

The submission of this Lease for examination does not constitute a reservation of or option for the Property, and this Lease shall become effective as a lease only upon execution thereof by City and Lessee.

33. Counterparts

This Lease may be executed in counterparts, each of which shall be deemed to be an original document.

34. Captions

The captions of the paragraphs of this Lease are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Lease.

IN WITNESS WHEREOF, City and Lessee have executed this Lease as of the day and year first written above.

CITY:

CITY OF OXNARD

John Zaragoza, Mayor

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

LESSEE:

CHANNEL ISLANDS LOGISTICS, INC.,
a California corporation

By: J. Woodford Hansen
Its: President

By: Margaret E. Hansen
Its: Secretary

Exhibit A

Del Norte Recycling and Transfer Station - Lease Property Exhibit

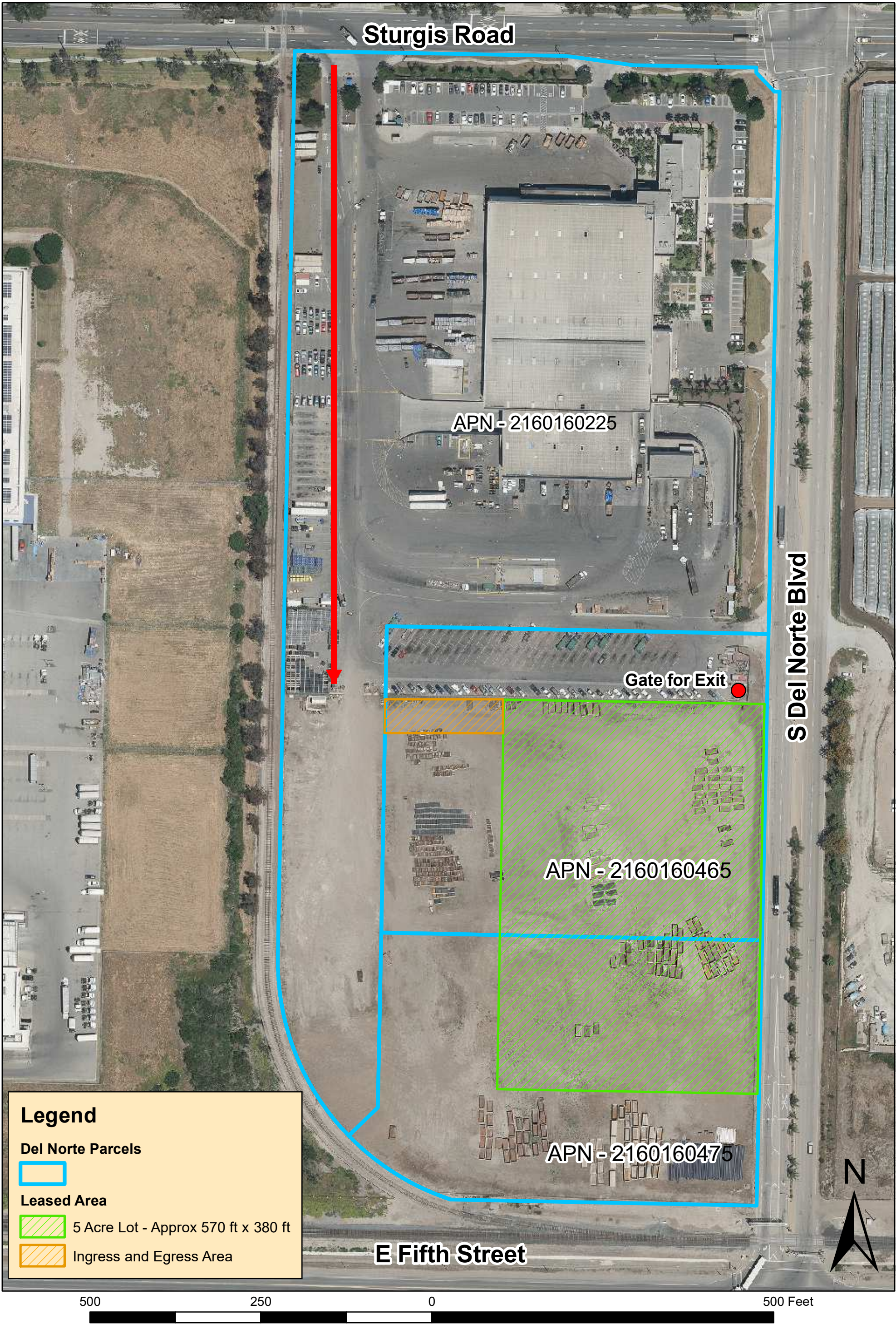


Exhibit INS-N

**INSURANCE REQUIREMENTS FOR LEASES OF LAND OR BUILDINGS
(WITHOUT AUTOMOBILE LIABILITY REQUIREMENT)**

1. Lessee shall obtain and maintain during the term of the lease the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the lease by lessee, its agents, representatives, employees or sublessees.

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. 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.

c. Property Insurance against all risks of loss to any tenant improvements or betterments in the amount of the full replacement cost of the improvement or betterment with no co-insurance provisions.

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

4. Lessee agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of lessee; products and completed operations of lessee; premises owned, occupied or used by lessee; or automobiles owned, leased, hired or borrowed by lessee. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form attached to this Exhibit INS-N or substitute form containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 1//85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

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

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

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

3/22

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

INS-N.doc

8.

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODESUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER **ASPECIFY COMPANY NAMES IN THIS SPACE**

COMPANY

LETTER **B**

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER				

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

CERTIFICATE HOLDER

CITY OF OXNARD

Attn: 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

189

**CITY COUNCIL OF THE CITY OF OXNARD
RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
RATIFYING AN ORDER ISSUED BY THE DIRECTOR OF EMERGENCY
SERVICES**

WHEREAS, Government Code section 8630 and Chapter 6 of the Oxnard City Code empower the City Manager of the City of Oxnard (“City”), acting in the capacity of the Director of Emergency Services (the “Director”), to proclaim the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity and the City Council is not in session; and

WHEREAS, on March 13, 2020, in response to the rapidly evolving public health crisis resulting from the COVID-19 pandemic, the Director proclaimed the existence of a local emergency (the “Local Emergency”); and

WHEREAS, on March 17, 2020, the City Council adopted Resolution No. 15,304, proclaiming the Local Emergency and ratifying the Director’s March 13, 2020 proclamation; and

WHEREAS, pursuant to Government Code section 8634, Resolution No. 15,304 and Chapter 6 of the City Code, the Director may promulgate orders and regulations necessary to provide for the protection of life and property and shall request the City Council to ratify such orders and regulations; and

WHEREAS, the Director has issued Order No. 22-01, attached as an exhibit hereto in response to the Local Emergency.

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NOW, THEREFORE, the City Council of the City of Oxnard resolves that Order 22-01 issued by the Director and attached as Exhibit A hereto is necessary to provide for the protection of life and property in response to the Local Emergency and is hereby ratified.

PASSED AND ADOPTED THIS ____ day of _____ 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

EXHIBIT A
[Director of Emergency Services Order 22-01]

CITY OF OXNARD

DIRECTOR ORDER NO. 22-01

ORDER OF THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF OXNARD TEMPORARILY ALLOWING THE STORAGE OF EMPTY STORAGE CONTAINERS IN THE M-1 AND M-2 ZONES

WHEREAS, Government Code section 8630 and Chapter 6 of the Oxnard City Code empower the City Manager of the City of Oxnard (“City”), acting in the capacity of the Director of Emergency Services (the “Director”), to proclaim the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity and the City Council is not in session; and

WHEREAS, on March 4, 2020, the Governor of the State of California (the “Governor”) declared a state of emergency in response to the spread of COVID-19; and

WHEREAS, on March 13, 2020, in response to the rapidly evolving public health crisis resulting from the COVID-19 pandemic, the Director proclaimed the existence of a local emergency (the “Local Emergency”); and

WHEREAS, on March 17, 2020, the City Council adopted Resolution No. 15,304, proclaiming the Local Emergency and ratifying the Director’s March 13, 2020 proclamation; and

WHEREAS, since the Director proclaimed the existence of the Local Emergency, the Director has issued a number of Director Orders, and the Governor has issued a number of Executive Orders, in response to COVID-19; and

WHEREAS, although the spread of COVID-19 is decreasing in Ventura County, and many of the Governor’s Executive Orders have been rescinded, the negative impacts of COVID-19 persist; and

WHEREAS, starting in March 2020, due to COVID-19, factories, agriculture, and transportation (trucking, trains, air, and vessels) slowed down or completely stopped operating leading to massive disruptions to the global supply chain; and

WHEREAS, after the initial disruption to the global supply chain, in the third and fourth quarters of 2021, consumer demand began to rapidly exceed the supply for many products, creating backlogs at ports throughout the world; and

WHEREAS, there are not enough trained workers to operate the equipment needed to handle the shipping containers necessary to meet consumer demands, resulting in a shortage of chassis, which are used to transport shipping containers; and

WHEREAS, in June 2021, President Biden launched a *Supply Chain Disruption Task Force*, focusing on transportation and logistics bottlenecks occurring at ports throughout the country; and

*DES Order No. 22-01
March 11, 2022*

WHEREAS, in October 2021, President Biden announced that the ports of Los Angeles and Long Beach would move toward 24/7 operations to help unsnarl massive supply chain backlogs; and

WHEREAS, the ports of Los Angeles and Long Beach handle five times more cargo by weight than the next busiest port in the United States; and

WHEREAS, due to the vast backup of vessels off the ports of Los Angeles and Long Beach, some vessels have been redirected to the Port of Hueneme; and

WHEREAS, with an increased volume of shipping containers and limited space at the Port of Hueneme for the storage of shipping containers, there is a need to temporarily store shipping containers somewhere other than at the Port of Hueneme.

NOW, THEREFORE, THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF OXNARD DOES HEREBY ORDER AS FOLLOWS:

SECTION 1. Recitals. The City Council finds that all the recitals, facts, findings, and conclusions set forth above in the preamble of this Order are true and correct, and are incorporated herein by this reference.

SECTION 2. Empty storage shipping containers ("Containers"), on or off chassis, may be stored in the M-1 or M-2 zones in the City.

SECTION 3. If a property owner wishes to place Containers on specific M-1 or M-2 properties pursuant to this Order, the property owner must obtain a Temporary Use Permit ("TUP") subject to the conditions established by the Director. These conditions shall include (but are not limited to) that upon termination of this Order, the TUP shall automatically terminate 12 months thereafter and all Containers on the property shall be removed on or before the date of the termination of the TUP.

SECTION 4. This Order may be modified or rescinded by further Order by the Director or by the City Council.

SECTION 5. This Order shall become effective on March 11, 2022.

SECTION 6. This Order shall be given publicity and notice as required by Government Code section 8634.

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*DES Order No. 22-01
March 11, 2022*

SECTION 7. The City Clerk shall certify to the adoption of this Order and shall cause a certified Order to be filed in the Office of the City Clerk.

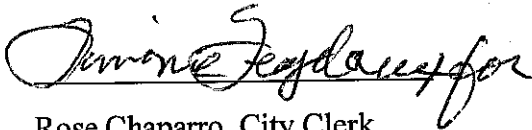
Dated: 3/14/2022

By: 

Alexander Nguyen
City Manager/Director of Emergency Services
City of Oxnard

ATTEST:

APPROVED AS TO FORM:



Rose Chaparro, City Clerk



Stephen M. Fischer, City Attorney

*DES Order No. 22-01
March 11, 2022*



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

DATE: April 19, 2022
TO: City Council
FROM: Terrel Harrison, Cultural & Community Services Director, (805) 385-7994, terrel.harrison@oxnard.org
SUBJECT: Elimination of Library Overdue Fines.

RECOMMENDATION

That the City Council approve and authorize the Mayor to:

1. Eliminate overdue fines for all library materials; and
2. Waive existing overdue fines owed by Oxnard Public Library patrons (as of March 15, 2022, \$187,212 were owed in fines); and
3. Authorize the City Manager or designee to refund all fines collected during COVID-19.

BACKGROUND

Library fines for overdue books have been a longstanding practice in libraries in the United States. Nationwide, 97.5% of public libraries currently collect fines. However, in recent years, the move toward libraries as fine- free environments has gathered significant momentum. According to the American Library Association (ALA) overdue fines have been part of library practice for generations.

Fines have been used as a tool to:

- Ensure library items, especially the most popular and recently published books, are returned so that they can be available for the next user
- Recirculate popular items in a timely manner
- Avoid the high cost of material replacement, ordering and processing
- Use limited funds to purchase new items instead of repurchasing unreturned or late items

Currently, of seven library systems in Ventura County, four have eliminated fines. The remaining three, Camarillo, Moorpark and Oxnard, are considering the elimination of fines at this time.

Nationwide, libraries are collecting less in fines over the last several years, primarily due to more materials being available in an e-material format which have an automatic return date and fines are therefore not accrued.

The Oxnard Public Library is part of the Southern California Library Consortium (SCLC) which has over 40 member library systems throughout Southern California from Oxnard to Long Beach. At this time, 32% of those library systems have eliminated fines. Of the 16,000 library systems in the United States, approximately 400 have eliminated library fines, or 2.5%.

Fines collected have ranged from a low of \$30,000 to a high of nearly \$100,000 per year. However, over the last 11 years fines/fees revenue for Oxnard Public Library has steadily decreased by an average of approximately 13% per year. This

will continue to be the downward trend as the libraries move toward more electronic materials that are already fine free and are consistent with other library systems across the country.

Currently, overdue fines, established by Library Policy and Council approval, have been 0.20 cents per day per item with a \$10.00 maximum. Fines for overdue DVDs are \$1.00 per day with a \$10.00 maximum. When a library patron owes more than \$10.00 in fines or fees, his or her account is restricted, per Library Policy, from checking out additional materials until all fines and fees are paid down to under \$10.00. At this time, of the almost 90,000 patron library accounts, 26,655 patrons are blocked and prevented from checking out additional items due to overdue fines exceeding \$10.00. Specifically, 5,777 are children's (under 18) accounts which are blocked or 6% of the overall patronage.

It is important to understand the distinction between overdue fines and lost item fees. Overdue fines are the daily charges applied to items not returned by their specified due date and are the subject of this proposal. Lost item fees represent the charges applied to lost, damaged, or unreturned materials and would remain in place should overdue fines be eliminated.

If an overdue item is lost or unreturned after 60 days, patrons are billed a processing fee of \$7.50 in addition to the actual cost of the item.

Current Notification Process on Checked out Materials

- When patrons check out materials, they receive a receipt which includes the due date for each piece of material
- When patrons interact with Circulation Staff, by phone or in person, staff review all account due dates
- The Oxnard Public Library's Integrated Library System (ILS) automatically sends out an email reminder to patrons three days prior to a library item coming due
The email includes a renewal button that patrons can click to renew their materials to avoid fines.
- The library again notifies patrons at 30 days past due. At that time, the account is billed for the item and prevents any further check-outs
- Patrons may check the status of their account 24/7 via the online catalog

If Council takes the recommended action the above process will change in the following ways. Patrons will continue to be held accountable to return materials and will receive friendly notices reminding them of their due dates three days prior to the item being due, with a final notice sent thirty days past the due date. At that time, the patron's card will be blocked until an item is returned or replaced. Any items that have a waiting list will need to be returned without renewal.

Fees for replacement of lost or damaged materials will continue to be charged. Patrons will continue to be ineligible to check out additional material if outstanding balances exceed the \$10.00 policy threshold. However, when the material is returned the fines will be eliminated and the hold for new items will be released.

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

Eliminating late fines has a fiscal impact. Pre-Covid the library averaged approximately \$63,000 per FY in late fines. The balance of the fines as of March 15, 2022 is \$187,212. However, consistent with countrywide library fines collection, this revenue is decreasing every Fiscal Year by approximately 13% here in Oxnard.

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee approved 2-0 on March 22, 2022, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Renee Rakestraw, Community Services Manager

ATTACHMENTS

1. Presentation

Elimination of Library Overdue Fines

That the City Council approve and authorize the Mayor to:

- Eliminate overdue fines for all library materials; and
- Waive existing overdue fines owed by Oxnard Public Library patrons (as of March 15, 2022, \$187,212 were owed in fines)
- Authorize the City Manager or designee to refund all fines collected during COVID-19

- Library fines for overdue books have been a longstanding practice in libraries in the United States
- Nationwide, 97.5% of public libraries currently collect fines
- In recent years the move to fine-free environments has gathered significant momentum
- The most important benefit placed on fines is as a tool to:
 - ensure library items, especially the most popular and recently published books are returned and available for the next user
 - avoid the high cost of material replacement, ordering, processing
 - recirculate popular items in a timely manner
 - use limited funds to purchase new items instead of repurchasing unreturned or late items
- Currently, four of the seven library systems in Ventura County have eliminated fines, three (Camarillo, Moorpark, Oxnard) are considering eliminating fines at this time
- Nationwide, libraries are collecting less fines over the last several years primarily due to:
 - more materials available in e-material format with automatic return date, therefore fines are not accrued

- Overdue fines are set by Library Policy and City Council approval
- Fines are .20 cents per day per item with a \$10.00 maximum
- Fines for overdue DVDs are \$1 per day with a \$10.00 maximum
- When a library patron owes more than \$10 in fines or fees, his or her account is prevented from checking out additional materials until their fines and fees are paid down under \$10.00 per Library Policy
- At this time, of the almost 90,000 patron library accounts 26,655 patrons are blocked (prevented from checking out additional items) due to overdue fines (owing more than \$10)
- Of these, 5,777 are children's accounts which are blocked or 6% of the overall patronage

- Fines collected have ranged from a low of \$30,000 to a high of nearly \$100,000 per year.
- In the last 11 years fines/fees revenues have steadily decreased by approximately 13% per year
- There will continue to be a downward trend as libraries move towards more electronic material that are already fine free

Fines vs. Fees

- Overdue fines are the daily charges applied to items not returned by their specified due date and are the subject of this proposal
- Lost item fees represent the charges applied to lost, damaged, or unreturned materials and would remain in place after overdue fine elimination
- If an overdue item is lost or unreturned after 60 days, patrons are billed a processing fee of \$7.50 (set by Council) in addition to the actual cost of the item
- The Library is proposing to eliminate overdue fines, not Lost or Processing fees

Current Notifications to Patrons

- When patrons check out materials they receive a receipt which includes the due date for each piece of material
- When patrons interact with Circulation Staff, by phone or in person, staff review all account due dates
- The Oxnard Public Library's Integrated Library System (ILS) automatically sends out an email reminder to patrons three days prior to a library item coming due. The email includes a renewal button that patrons can click to renew their materials to avoid fines.
- The library again notifies patrons at 30 days past due. At this time the account is billed for the item and prevents any further check outs
- Patrons may check the status of their account 24/7 via the online catalog

Oxnard Public Library Checkout Receipt

User ID:

Date due:
3/1/2022,23:59
Title: Who Is
Kamala Harris?

Date due:
3/1/2022,23:59
Title: ABC Earth-
friendly me

Date due:
3/1/2022,23:59
Title: Grace Banker
and her Hello Girls
answer the call

Date due:
3/1/2022,23:59
Title: Itzhak : a
boy who loved the
violin

Date due:
3/1/2022,23:59
Title: Nicky & Vera
: a quiet hero of
the Holocaust and

You have saved
this much today.:
\$87.91

Thank you for
visiting

your Oxnard Public
Library



NOVEMBER 16, 2021

Library Overdue Notice

Hello,

The following item is overdue and fines are accruing. Please return the item(s) to any of our library locations as soon as possible. For more information access your account online via the button on the right. Your PIN is the last 4 digits of your phone number, unless you have manually changed it online. Thank you for supporting your community library.

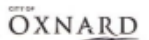
Login to your account

Title: My year of rest and relaxation Author: Mostagh, Chessa Item Barcode: 33084030447101 Due Date: 10/27/2021	Title: Wide Sargasso Sea Author: Rhys, Jean Item Barcode: 33084006461755 Due Date: 11/13/2021
Title: In the time of the butterflies Author: Alvarez, Julia Item Barcode: 33084005886868 Due Date: 11/13/2021	Title: Love Author: Morrison, Toni Item Barcode: 33084017960928 Due Date: 11/13/2021
Title: The historian Author: Kostova, Elizabeth Item Barcode: 33084013282239 Due Date: 11/13/2021	Title: Blood, blots, and purge Author: Steele, Volney Item Barcode: 33084017102232 Due Date: 11/13/2021
Title: The book of life Author: Hartness, Deborah E. Item Barcode: 33084020100282 Due Date: 11/13/2021	Title: Where the crowbirds sing Author: Owens, Della Item Barcode: 33084019887374 Due Date: 11/13/2021
Title: Time's convert Author: Hartness, Deborah E. Item Barcode: 33084019887386 Due Date: 11/13/2021	Title: Super Tard Author: Fortin, Sasha Item Barcode: 33084020470039 Due Date: 11/13/2021

Thank you,
The staff at Oxnard Public Library

Main Library
251 South 'A'
Oxnard, CA 93030
(805) 345-7507
librarysystem@oxnard.org

Oxnard Public Library
www.oxnard.org/library
(805) 345-7507



JANUARY 23, 2022

Library Courtesy Notice

Hello,

Just a friendly reminder, the following item(s) will be due soon. Please return the item(s) below to any of our library locations. If you have a renewed available, please renew the item(s) via the button to the right. You may also phone the library at (805)345-7507. We hope you enjoyed these items.

Renew Items

Title: Lily Author: Bonner, Cindy Item Barcode: 33084009871136 Due Date: 01/26/2022	Title: When the rainbow goddess wept Author: Brainerd, Cecilia Mangione Item Barcode: 33084009090852 Due Date: 01/26/2022
Title: Northanger Abbey Author: McDermid, Val Item Barcode: 33084030076322 Due Date: 01/26/2022	Title: Bristol guide Author: Item Barcode: 33084020177841 Due Date: 01/26/2022
Title: Bristol guide Author: Item Barcode: 33084020176375 Due Date: 01/26/2022	Title: Bristol guide Author: Item Barcode: 33084020150678 Due Date: 01/26/2022

Thank you,
The staff at Oxnard Public Library

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NOVEMBER 20, 2021

Library Second Overdue Notice

Hello,

The following item is still overdue and fines are continuing to accrue. Please return the item(s) to any of our library locations as soon as possible. For additional information access your account online via the button on the right. For further assistance please call Library Circulation at (805) 345-7507. Thank you for returning your library card account to good standing.

Login to your account

Title: Wide Sargasso Sea Author: Rhys, Jean Item Barcode: 33084006461755 Due Date: 11/13/2021	Title: In the time of the butterflies Author: Alvarez, Julia Item Barcode: 33084005886868 Due Date: 11/13/2021
Title: Love Author: Morrison, Toni Item Barcode: 33084017960928 Due Date: 11/13/2021	Title: The historian Author: Kostova, Elizabeth Item Barcode: 33084013282239 Due Date: 11/13/2021
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Title: Where the crowbirds sing Author: Owens, Della Item Barcode: 33084019887374 Due Date: 11/13/2021	Title: Time's convert Author: Hartness, Deborah E. Item Barcode: 33084019887386 Due Date: 11/13/2021
Title: Super Tard Author: Fortin, Sasha Item Barcode: 33084020470039 Due Date: 11/13/2021	

Thank you,
The staff at Oxnard Public Library

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Oxnard Public Library
www.oxnard.org/library
(805) 345-7507

If Council takes the recommended action the above process will change in the following ways:

- Patrons will continue to be held accountable to return materials and will receive friendly notices reminding them of their due dates three days prior to the item being due, with a final notice sent thirty days past the due date.
- At that time, the patron's card will be blocked until an item is returned or replaced. Any items that have a waiting list will need to be returned without renewal.
- Fees for replacement of lost or damaged materials will continue to be charged.
- Patrons will continue to be ineligible to check out additional material if outstanding balances exceed the \$10.00 policy threshold.

However, when the material is returned the fines will be eliminated and the hold for new items will be released.

- Pre-COVID the library averaged approximately \$63,000 per fiscal year in late fines.
- The balance of the fines as of March 15, 2022 is \$187,212.
- In Oxnard, this revenue is decreasing every fiscal year by approximately 13%.



QUESTIONS



CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS AGENDA ITEM NO. L.1

DATE: April 19, 2022

TO: City Council

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

SUBJECT: Introduction of a City Ordinance that establishes a Military Equipment Use Policy for the Police Department. (10/10/10)

RECOMMENDATION

That the City Council conduct a public hearing and introduce for first reading by title only waiving further reading of an ordinance amending Chapter 2 Article III Division 7 of the Oxnard City Code that is entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING CHAPTER 2 ARTICLE III DIVISION 7 TO THE OXNARD CITY CODE GOVERNING THE USE OF MILITARY EQUIPMENT BY THE OXNARD POLICE DEPARTMENT"

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

BACKGROUND

Over the past several decades, many law enforcement agencies ("LEA's") across the United States acquired a variety of military surplus equipment from the federal government, and incorporated their use into law enforcement operations. The federal program that currently hosts this is the Defense Logistics Agency's 1033 Program. Other forms of this program included the former Defense Reutilization Marketing Office ("DRMO") Program. Generally speaking, the equipment furnished to LEA's was intended to be necessary or beneficial to operations, intended to improve the safety of officers as well as the public, and helped agencies acquire such equipment in the face of limited budgets. The materials provided by these programs were very diverse, and included items ranging from office furniture/equipment, to gas masks and rifles. These programs also furnished civilian-type vehicles, as well as military-purpose ones such as High Mobility Multipurpose Wheeled Vehicles ("Humvees"). At some point in the past two decades, larger (12+ ton) Mine Resistant Ambush Protected ("MRAP") armored vehicles were also furnished to a number of LEA's across the country.

In previous years, the Oxnard Police Department accepted a limited variety of items, including M17 gas masks, helmets, older generation rifles, and rifle optics. These items have since been eliminated from the department's inventory. The Police Department never requested nor received Humvees or MRAP armored vehicles. **The Oxnard Police Department ("OXPD" or "the Police Department") no longer obtains equipment from such programs.**

Over the course of the past several years, criticism and debate has spread across the nation concerning the perception of policing in America becoming "militarized." On September 30, 2021, California Governor Gavin Newsom signed legislation aimed at reforming LEA funding, acquisition and use of specific types of "military equipment." This legislation, referred to as Assembly Bill 481 ("AB 481"), was authored by California Assembly member David Chiu (D-San Francisco) to address and regulate the funding, acquisition, and use of military equipment by LEA's.

For the purpose of this legislation, LEA's include any of the following: police departments, including those affiliated

with transit agencies, school districts, or any campus of the University of California, the California State University, or California Community Colleges; sheriff's departments, district attorneys' offices, and county probation departments. Of note, AB 481 does not apply to federal LEA's.

Effective on January 1, 2022, AB 481 is codified in Government Code sections 7070 through 7075. AB 481 mandates LEA's to obtain approval from their applicable governing body, via adoption of a "military equipment" use policy ("the Policy") by ordinance ("the Ordinance"), prior to the LEA funding, acquiring, or using such equipment. LEA's are required to begin proceedings prior to May 1, 2022.

What is also important to note is that under AB 481, the term "military equipment" expands beyond equipment that has a default application to military use. It also expands beyond the equipment offered by the above-mentioned DRMO and 1033 programs. For intents and purposes of AB 481, the term in this legislation more broadly applies to fifteen (15) descriptors/categories of equipment types, some of which are not typically used by the US armed forces; some of the equipment types are also available by sale to the general public. Some notable categories deemed by AB 481 to be "military equipment" include, but are not limited to, unmanned vehicles (aerial or ground), armored rescue vehicles, command and control vehicles, pepper ball munitions, less lethal shotguns, "less lethal" projectile launchers, and light-sound diversionary devices (often referred to as "flashbangs"). Other items deemed to be "military equipment" per AB 481 include equipment such as semi-automatic rifles and unmanned aerial systems (also known as "drones") that are also available to the public by retail sales.

Government Code section 7070(c)(1-15) deems the following to be military equipment:

1. Unmanned, remotely piloted, powered aerial or ground vehicles.
2. Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded from this subdivision.
3. High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision.
4. Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.
5. Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
6. Weaponized aircraft, vessels, or vehicles of any kind.
7. Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters, or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.
8. Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this subdivision.
9. Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this subdivision.
10. Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.
11. Any firearm or firearm accessory that is designed to launch explosive projectiles.
12. "Flashbang" grenades and explosive breaching tools, "tear gas," and "pepper balls," excluding standard, service-issued handheld pepper spray.
13. Taser Shockwave, microwave weapons, water cannons, and the Long Range Acoustic Device (LRAD).
14. The following projectile launch platforms and their associated munitions: 40mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons.
15. Any other equipment as determined by a governing body or a state agency to require additional oversight.

More about AB 481

The Oxnard Police Department seeks City Council adoption of the attached Military Equipment Use Policy (Attachment A), in order to allow OXPD to continue to use the equipment specified therein. The Policy exists in section 708 of the Oxnard Police Department's Policy Manual, and is visible to the public on the Oxnard Police Department's website:

(<https://sites.google.com/oxnardpd.org/department-policy-manual/department-policy-manual>).

Items deemed to be “military equipment” by AB 481 are used as a component of overall best practices for LEA’s throughout the country. Such equipment has been tested in the field, and are used by LEA’s for the purposes of enhancing both the safety of peace officers and the public that they serve. Denial or loss of the use of these items would detract from the welfare of community members and peace officers within the Police Department, as that would eliminate resources or options that could be used to more safely and peacefully conclude incidents. For example, the loss of an agency to deploy “less lethal” equipment would eliminate an option that could have been used to end a volatile situation without the use of lethal force.

The Oxnard Police Department is committed to using contemporary tools and equipment to safeguard the public that it serves. In fact, many of the items deemed to be “military equipment” by AB 481 have been employed by the Oxnard Police Department and LEA’s across the nation for a considerable amount of time, in order to specifically protect and reduce risk to community members. These items provide peace officers with the ability to safely resolve volatile situations which otherwise might rise to the level of lethal force encounters. To that end, the equipment of discussion in this report, and the accompanying Military Equipment Use Policy, also provide Oxnard Police Department personnel with vital tools that facilitate compliance with its robust use of force policy and reporting procedures.

There is significant interest in ensuring that law enforcement continues to have access to equipment that will provide peace officers as many options as possible to safeguard lives, ensure safety, and protect civil liberties. The use of the equipment identified in the Policy (Attachment A) is vital to the Oxnard Police Department’s mission, and will continue to be strictly regulated through internal processes and oversight.

The proposed ordinance that will be considered by the City Council at a public hearing scheduled for April 5, 2022, seeks to approve Oxnard Police Department Policy Manual section 708 (Attachment A), which serves as the Department’s Military Equipment Use Policy. This policy section creates a provision to identify each item identified in Government Code section 7070 that is currently in the City of Oxnard’s possession. The Policy also includes the requirement to identify the current use and cost of each item. These particular items, and their stated uses, were in place prior to the implementation of AB 481. Future acquisitions of any item deemed to be “military equipment” under AB 481 will require a further public meeting, policy update, and council approval.

The Policy also recognizes the need for agencies to provide assistance to each other, whether in ongoing combined or regional operations, occasional planned operations, or in exigent circumstances. Where applicable to the provisions of Government Code sections 7070 through 7075, such assisting agencies must comply with their respective military equipment use policies when rendering assistance (Policy section 708.6).

Under AB 481’s mandate, the Police Department will produce an annual report to the Oxnard City Council. The annual report will, at a minimum, contain the following information:

1. The quantity possessed for each type of military equipment.
2. A summary of how the military equipment was used and the purpose of its use.
3. A summary of any complaints or concerns received concerning the military equipment.
4. The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
5. The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
6. If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

Government Code Section 7071 also requires LEA’s to make publicly available on their agency website any proposed or final military equipment use policy for as long as the military equipment is available for use. As stated above, the Policy is available to the public on the Oxnard Police Department’s webpage:

(<https://sites.google.com/oxnardpd.org/department-policy-manual/department-policy-manual>).

AB 481 also requires the governing body to annually review the Ordinance, and to either:

- Approve/disapprove a renewal of the authorization for a type of military equipment, or
- Modify the military equipment use policy if it determines, based on an annual military equipment report (under Government Code Section 7072) prepared by the law enforcement agency, as provided, that the military equipment does not comply with the specified standards for approval.

The first annual report to the Oxnard City Council will be placed on its agenda in the spring of 2023.

Within 30 days of submitting the annual military equipment report, the Police Department would hold at least one “well-publicized and conveniently located community engagement meeting,” to allow for public discussion of the report.

AB 481 defined military equipment used by the Oxnard Police Department

The following is a general description of the Oxnard Police Department’s AB 481 equipment, their intended uses, and a declaration of their necessity. The photos depicted are intended for illustrative purposes, and are not to scale.

Unmanned, remotely piloted, powered aerial or ground vehicles

The Oxnard Police Department has been deploying unmanned aerial systems (“UAS”) since 2019. UAS systems are easily deployable, and can perform many functions that a helicopter would serve, and at a fraction of the cost. UAS have demonstrated their value to public safety, and have become increasingly more necessary as they can provide visibility and overwatch at high risk locations or incidents. They can assist officers in perimeter searches, increasing the possibility that outstanding suspects can be safely located. UAS are also designed to enter small spaces, such as enclosed structures, as well as to provide overhead observations of wooded areas and other structures located in often crowded spaces. They are also useful in documenting crime scenes and traffic collision scenes, significantly reducing the amount of time to accomplish this. All of the Oxnard Police Department’s UAS personnel receive initial and ongoing training to operate this equipment, must pass a certification course, and must earn a certificate from the Federal Aviation Administration. All UAS flights are documented with flight logs, and the Police Department’s policy expressly forbids arming or weaponizing such equipment. The Police Department had 111 UAS deployments in 2020, and 90 in 2021, and no complaints have been received about them to this date. There are no reasonable alternatives that can achieve the same objectives of officer and civilian safety. Without the use of a UAS, officers would have to more frequently place themselves in high risk locations, which would naturally increase the risk to the officers and members of the public.

Unmanned ground robotic vehicles are used for reconnaissance during critical incidents to assist in providing visibility in areas where it would be unsafe to send a person. This equipment enhances the capabilities of SWAT and tactical response teams by allowing them to quickly and safely inspect dangerous situations, and eliminates the need to send personnel in before assessing the situation. Such systems can also be used to examine, move, or defuse potentially hazardous items.



OXPD UAS pilot, observer, and drone



OXPD UAS: DJI Mavic Enterprise

There are no reasonable alternatives that can achieve the same objectives of officer and civilian safety. Not having access to this item would require the use of peace officers to engage in higher risk tasks.

High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached

The Police Department currently possesses two (2) such armored rescue vehicles; one was acquired by purchase in 2006, the second by donation in 2021. Armored vehicles are used to provide ballistic protection to officers and citizens during rescue, critical incidents and other hazardous situations. The armored rescue vehicles (“ARV’s”) used by the Oxnard Police Department, both from the Lenco Bearcat series, are built on a commercial vehicle chassis, and are primarily reinforced civilian commercial vehicles. These vehicles allow officers closer access to high risk situations while substantially reducing the physical risk to the officers and members of the public. They are regularly deployed on SWAT operations, such as the service of high-risk warrants, or to incidents requiring a tactical response. They are intended to serve as a rescue vehicle in the unfortunate event of a downed officer or person in immediate, dire need of rescue. Though such equipment has the ability to serve as a breaching tool, no weapons are affixed to these platforms. There are no reasonable alternatives that can achieve the same objectives of officer and civilian safety. As such, there are no alternatives to providing the same level of ballistic protection.



2006 Lenco Bearcat ARV



2021 Lenco Bearcat ARV

Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units

The Police Department’s Mobile Command Post (“MCP”) is an unarmored, unarmed vehicle equivalent to a commercial recreational vehicle. Acquired in 2001, it is equipped with radio communications and audio-visual equipment to assist in command and control of special events, critical and non-critical incidents, and disaster scenes. The MCP can also serve as a backup dispatch operation in the event of a catastrophic failure at the Police Department’s headquarters building. This vehicle allows for mobile incident command and use of the Incident Command Systems, facilitating the best possible near-scene decision-making. The MCP also provides mobility, sheltering, and logistical support, restroom facilities, and electrical power. The MCP provides mobility and support at one location in a rapidly deploying package. The Police Department is also seeking to acquire a replacement MCP in the coming months, pending City Council approval.



Oxnard Police Department Mobile Command Post ("MCP")

The Police Department’s SWAT van was acquired in 2001. It is used to carry tactical equipment, and serves as a forward (tactical) command post. Like its larger MCP counterpart, the SWAT van also possesses radio communication equipment. Though it carries tactical gear from one location to another, it is also unarmored and has no weapons affixed to it.

The Police Department possesses four (4) command vehicles. These vehicles are sport utility vehicles that serve as forward command posts when needed. This vehicle allows for mobile incident command and use of the Incident Command Systems, facilitating the best possible near-scene decision-making. The rear portion of the vehicle’s passenger compartment has an additional radio and mobile data computer, as well as dry erase boards that are useful in coordinating responses to larger incidents. Three (3) of these vehicles are marked black and white patrol units that are assigned to

field sergeants, who serve in a supervisory role. The fourth command vehicle is assigned to the Special Operations Division Commander.



SWAT van (tactical command post)



SUV Command vehicle

Regarding these three command vehicle types, there are no reasonable alternatives that can achieve the same objectives of officer and civilian safety.

Battering rams, slugs, and breaching apparatuses that are explosive in nature

The armored rescue vehicle that the Police Department acquired in 2021 is equipped with a breaching apparatus. The Police Department's SWAT team is equipped with shotguns that fire breaching rounds. Of important note, the Oxnard Police Department does not possess or deploy chemical explosives.

Battering rams and breaching apparatus are used to defeat locked, barricaded or fortified locations, allowing officers to conduct rescues or high risk forcible entries. These items allow officers to quickly enter a room or structure when time and the need to make entry are critical factors. This would include, but is not limited to situations involving an active shooter, hostage rescue, or when a barricaded suspect is in the act of harming another. In such situations, time is of the essence, and it would not be feasible to wait for other delayed access to the structure.



Breaching shotgun



.12 gauge breaching shell

There are alternatives which are used for lower risk and/or non-fortified situations. This includes hand held battering rams (which are not deemed as military equipment by AB481). However, this alternative does not afford the same level of protection or speed that such equipment provides when necessary. As such, there are no reasonable alternatives that can achieve the same objectives in terms of entry speed and officer and civilian safety.

Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency

Patrol rifles, Special Weapons and Tactics (SWAT) rifles, and sniper rifles enable officers to address medium to long distance threats, or those threats who are heavily armed, armored or both. Further, in both short and long-distance deployments, they allow officers precision shot placement, minimizing the risk to officers and innocent citizens. In

today's world, it has become increasingly common for criminals to possess assault weapons, and law enforcement needs this equipment to maintain parity.

The Oxnard Police Department deploys 5.56mm "AR-15" design semi-automatic rifles on a daily basis. The term "deploy" refers to the equipment being carried by officers into the field in a variety of ways, such as the mere carrying it (secured) in a police car. This rifle platform, however, is not "standard issue" equipment. Selected officers must successfully complete a California POST certified 24-hour patrol rifle course as well as regular department firearms training and qualifications as required by law and policy. Selected officers may be in a variety of assignments, ranging from patrol officers to those in SWAT and other specialized assignments. These AR-15 rifle types are listed as an assault weapon in California Penal Code Section 30510, and have assault weapon characteristics as described in California Penal Code Section 30515.



AR-15 rifle

The Police Department possesses six (6) .308 caliber bolt action sniper rifles. Such rifles are of limited issue, provided only to SWAT officers who also undergo specialized training and qualifications. Such rifles may be deployed in circumstances where the officer can articulate a reasonable expectation that the rifle may be needed. Examples of some general guidelines for deploying sniper rifles may include, but are not limited to:

- Situations where the officer reasonably anticipates an armed encounter.
- When the officer is faced with a situation that may require accurate and effective fire at long range.
- Situations where an officer reasonably expects the need to meet or exceed a suspect's firepower.
- When an officer reasonably believes that there may be a need to fire on a barricaded person or a person with a hostage.
- When an officer reasonably believes that a suspect may be wearing body armor.



Remington 700 rifle

There are no known alternatives to these weapons that will provide the same level of distance or precision. As such, there are no reasonable alternatives that can achieve the same objectives of officer and civilian safety.

"Flashbang" grenades and explosive breaching tools, "tear gas," and "pepper balls," excluding standard, service-issued handheld pepper spray

Light and sound diversionary devices, commonly referred to as "flashbangs" are used as a distraction device in order to disorient or divert the suspect(s) attention away from officers. This can allow officers to gain safer access to a high risk situation, giving extra time to assess and analyze existing threats. This can prevent injury to officers and citizens. These devices can often lead to a safer resolution and allow officers to take a citizen into custody without force. There are no reasonable alternatives that can achieve the same objectives of officer and civilian safety.



"Flashbang" being deployed



"Flashbang"

Tear gas and pepper ball: Tear gas (also known as "CS" gas) and pepper ball are less lethal methods used to address violent or riotous crowds when there is a risk of physical safety. They are also used to safely extract a suspect from a fixed location or safely detain a suspect who poses a risk of violence to officers. Tear gas allows peace officers to deploy a less lethal chemical agent into a structure where other weapons would not be capable of doing so. These "less lethal" weapons afford peace officers an added option to avoid deadly force encounters. Of note, the Oxnard Police Department has not deployed tear gas to address crowds in many decades; the use of this has been limited to SWAT deployments involving barricaded suspects.



Top: 40mm tear gas projectiles; Bottom: Handheld tear gas grenades

Top: Pepper ball launcher (CO2 propelled); Bottom: Pepper balls

There are no reasonable alternatives that can achieve the same objectives of officer and civilian safety.

The following projectile launch platforms and their associated munitions: 40mm projectile launchers, “bean bag,” rubber bullet, and specialty impact munition (SIM) weapons

The 40mm launcher affords the ability to use less lethal chemical agents and impact munitions. This allows officers to address a threat from a greater distance and provides an alternative option for deadly force when reasonable.



Top and center: 40mm projectile launchers; Bottom: .12 gauge "bean bag" shotgun

Top half: 40mm less lethal impact rounds (foam baton); Bottom half: .12 gauge less lethal impact shells (foam baton at top, "bean bag" at bottom)

The clearly-marked bean bag shotgun fires a less lethal, "bean bag" projectile up to a distance of approximately seventy-five (75) feet. This allows officers to confront a potentially armed or dangerous suspect at a longer distance, and serves as a force option intended to not kill the target. Bean bag shotguns can prevent deadly force encounters. They have been successfully deployed by the Oxnard Police Department for over twenty (20) years, with many instances that prevented what could have otherwise resulted in a lethal use of force.

As such, there are no reasonable alternatives that can achieve the same objectives of officer and civilian safety.

Concluding comments

The equipment listed in the Oxnard Police Department's policy is critical to efficiency and the public's safety, and there

are no other practical alternatives for them. The Policy and Ordinance safeguards the public's welfare, safety, civil rights and civil liberties. The Policy ensures that there are safeguards, including transparency, oversight, and accountability measures in place. For example, the Policy requires that Police Department personnel comply with the Policy. The Police Department will conduct an annual inventory and review of its military equipment. Deviations from the Policy will be corrected if or when discovered. Members of the public are provided direction how to register complaints for violations. Any military equipment items which result in a use of force will be thoroughly investigated, as is already required and performed by existing, robust Police Department policies and practices that involve thorough, multi-layered review.

If Policy 708 is approved by Council ordinance, the Police Department will submit to the City Council and post to its website an annual report in compliance with Government Code section 7072, and a community engagement meeting will be held prior to Council consideration of the annual report. Based on the annual report, the City Council shall determine compliance with the standards for approval of each type of military equipment identified in the report, and determine whether to renew, modify, or disapprove the renewal of authorization for each type of identified military equipment.

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

There is no financial impact.

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee received a report on March 22, 2022, and recommended 2-0 that the item proceed to City Council.

Prepared by: Jason Benites, Police Chief

ATTACHMENTS

1. Attachment A: Military Equipment Use Policy
2. Attachment B: Military Equipment Use Ordinance
3. Attachment C: Slide Presentation

Military Equipment

708.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

708.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department, in this case the Oxnard City Council.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

Military Equipment

708.2 POLICY

It is the policy of the Oxnard Police Department that members of this Department comply with the provisions of Government Code § 7071 with respect to military equipment.

708.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police should designate a member of the Department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying Department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Oxnard Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 - 1. Publicizing the details of the meeting.
 - 2. Preparing for public questions regarding the Department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the Department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

708.4 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or his/her authorized designee shall ensure the proposed military equipment policy is submitted to the governing body, and is available on the Department website at least (30) days prior to any public hearing concerning the military equipment at issue (Government Code § 7071).

The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

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- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this Department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

708.5 COORDINATION WITH OTHER JURISDICTIONS

This policy recognizes the need for agencies to provide assistance to each other, whether in ongoing combined or regional operations, occasional planned operations, or in exigent circumstances. Where applicable to the provisions of Government Code § 7070 through § 7075, such assisting agencies must comply with their respective military equipment use policies when rendering assistance.

708.6 EXTRAORDINARY CIRCUMSTANCES

This policy also recognizes that there may be very limited or extreme instances where incidents of extraordinary nature could demand the need for incident commanders to authorize Department personnel to use equipment not specified in this policy. This decision must be influenced by the totality of the circumstances, including the due regard for the public's safety, officer safety, respecting civil rights, seriousness of the situation, and other information available at that time.

Should such extreme instances occur that call for members of this Department to use equipment not specified in this policy, the incident commander shall, if practical, notify the Chief of Police via the chain of command prior to deploying such equipment. Should such circumstances occur, the Chief of Police or his/her designee, shall notify the City Council as soon as practical, and indicate any such uses in the required annual report.

708.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or his/her authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

- (a) A summary of how the military equipment was used and the purpose of its use.
- (b) A summary of any complaints or concerns received concerning the military equipment.

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- (c) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
- (d) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
- (e) The quantity possessed for each type of military equipment.
- (f) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

The Chief of Police or his/her authorized designee shall also make each annual military equipment report publicly available on the Department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in Department inventory.

708.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

708.9 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying "military equipment" for the Department. This inventory may include equipment the Oxnard Police Department does not currently possess but intends to acquire:

Equipment Name: Unmanned Aircraft Systems (UAS/Drones) – CA Govt. Code §7070(c)(1)

Quantity Owned/Sought: 1 owned

Lifespan: 200-300 flight hours

Equipment Capabilities: Remotely piloted aerial vehicles capable of providing real-time and recorded video images captured from aerial positions, including images enhanced by forward-looking Infrared (FLIR) and optical zoom lenses.

Manufacturer Product Description: *"The all-new DJI Matrice 300 RTK Commercial Drone System has created a new standard for the commercial drone industry. With inspiration from modern aviation systems, the DJI Matrice 300 RTK offers up to 55 minutes of flight time. The advanced flight control system, 6 Directional Sensing and Positioning systems, AI spot-checking, Smart Track, PinPoint, Location Sharing, and an all-new Primary Flight Display make the Matrice 300 RTK one of the most powerful and capable industrial platforms on the market."*

Purpose/Authorized Uses: UAS/Drones may be utilized to enhance the Department's mission of protecting lives and property when other means and resources are not available or are less effective.

Uses may include but are not limited to: search and rescue; suspect apprehension; crime scene documentation; tactical operations; scene security; hazard monitoring, identification, and mitigation; response to emergency calls; crisis communications

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Fiscal Impacts: \$32,000 initial equipment purchase. The ongoing costs for software licensing and batteries will vary.

Legal/Procedural Rules Governing Use: Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations. The use of the UAS potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall adhere to FAA altitude regulations and shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure). Operators and observers shall take reasonable precautions to avoid inadvertently recording or transmitting images of areas where there is a reasonable expectation of privacy. Reasonable precautions can include, for example, deactivating or turning imaging devices away from such areas or persons during UAS operations. Use is subject to Oxnard Police Department Policy Manual section 610.

Training Required: Personnel must possess a valid Federal Aviation Administration Part 107 certificate, complete a Department training course, and must continuously train in both night and daytime flight environments (three takeoffs/landings within 90 day periods).

Equipment Name: Unmanned Aircraft Systems (UAS/Drones) – CA Govt. Code §7070(c)(1)

Quantity Owned/Sought: 3 owned

Lifespan: 200-300 flight hours

Equipment Capabilities: Remotely piloted aerial vehicles capable of providing real-time and recorded video images captured from aerial positions, including images enhanced by forward-looking Infrared (FLIR) and optical zoom lenses.

Manufacturer Product Description: *"The DJI Mavic II Enterprise features omnidirectional Vision Systems and Infrared Sensing Systems, and comes with a fully stabilized 3-axis gimbal camera with an equivalent 24-48 mm 2x optical enterprise lens capable of shooting 4k videos and 12-megapixel photos that support up to 6x FHD zoom. DJI signature technologies such as obstacle sensing and the advanced pilot assistance system, help you capture complex shots effortlessly. Additional features like the built-in AirSense make you aware of your surrounding airspace, and password protection helps you maintain secure access to your aircraft and protect your data. The Mavic II Enterprise also has attachable modular accessories like the M2E spotlight, M2E Beacon, and M2E Speaker that are purpose-built for various applications. The Mavic II Enterprise boasts a maximum flight speed of 44.7 mph and a maximum flight time of 31 minutes."*

Purpose/Authorized Uses: UAS/Drones may be utilized to enhance the Department's mission of protecting lives and property when other means and resources are not available or are less effective.

Uses may include but are not limited to: search and rescue; suspect apprehension; crime scene documentation; tactical operations; scene security; hazard monitoring, identification, and mitigation; response to emergency calls; crisis communications

Fiscal Impacts: \$3,500 purchase price per unit. The ongoing costs for software licensing and batteries will vary.

Legal/Procedural Rules Governing Use: Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations. The use of the UAS potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall adhere to FAA altitude regulations and shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure). Operators and observers shall take reasonable precautions to avoid inadvertently recording or transmitting images of areas where there is a reasonable expectation of privacy. Reasonable precautions can include, for example, deactivating or turning imaging devices away from such areas or persons during UAS operations. Use is subject to Oxnard Police Department Policy Manual section 610.

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Training Required: Personnel must possess a valid Federal Aviation Administration Part 107 certificate, complete a Department training course, and must continuously train in both night and daytime flight environments (three takeoffs/landings within 90 day periods).

Equipment Name: Unmanned Aircraft Systems (UAS/Drones) – CA Govt. Code §7070(c)(1)

Quantity Owned/Sought: 3 owned

Lifespan: 100-150 flight hours

Equipment Capabilities: Remotely piloted aerial vehicles capable of providing real-time and recorded video images captured from aerial positions.

Manufacturer Product Description: " *The DJI Spark is a mini drone that features all of DJI's signature technologies, allowing you to seize the moment whenever you feel inspired. With intelligent flight control options, a mechanical gimbal, and a camera with incredible image quality, Spark empowers you to push your creative boundaries.*"

Purpose/Authorized Uses: UAS/Drones may be utilized to enhance the Department's mission of protecting lives and property when other means and resources are not available or are less effective.

Uses may include but are not limited to: search and rescue; suspect apprehension; crime scene documentation; tactical operations; scene security; hazard monitoring, identification, and mitigation; response to emergency calls; crisis communications

Fiscal Impacts: \$400 purchase price per unit. The ongoing costs for software licensing and batteries will vary.

Legal/Procedural Rules Governing Use: Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations. The use of the UAS potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall adhere to FAA altitude regulations and shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure). Operators and observers shall take reasonable precautions to avoid inadvertently recording or transmitting images of areas where there is a reasonable expectation of privacy. Reasonable precautions can include, for example, deactivating or turning imaging devices away from such areas or persons during UAS operations. Use is subject to Oxnard Police Department Policy Manual section 610.

Training Required: Personnel must possess a valid Federal Aviation Administration Part 107 certificate, complete a Department training course, and must continuously train in both night and daytime flight environments (three takeoffs/landings within 90 day periods).

Equipment Name: Unmanned, remotely operated ground vehicle – CA Govt. Code §7070(c)(1)

Quantity Owned/Sought: 1 owned

Lifespan: Approximately 10 years

Equipment Capabilities: The small remotely operated ground vehicle can be deployed quickly and is capable of providing live and recorded video images through several cameras including a pan, tilt, zoom camera. The vehicle has night vision capability. A built-in speaker and microphone provide the ability to establish verbal communications.

Manufacturer Product Description: *The RoboteX Avatar robot Enhances the capabilities of SWAT and tactical response teams by allowing them to quickly and safely inspect dangerous situations, there is no longer a need to send personnel in before you have had a chance to assess the situation.*"

Purpose/Authorized Uses: Provides officers the ability to visually inspect hazardous environments and make two-way communication from a safe distance without exposing officers to potential hazards. The robot can be used during high-risk tactical situations, such as barricaded subjects and hostage rescues.

The robot may also be used to inspect hazardous materials, possible explosive devices, and other hazardous situations.

Fiscal Impacts: \$12,433.87 initial purchase

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Legal/Procedural Rules Governing Use: Absent exigent circumstances, a search warrant must be obtained prior to the robot entering a private dwelling. All search and seizure laws shall be adhered to. Use is subject to Oxnard Police Department Policy Manual section 610.5.1

Training Required: Only SWAT Team personnel are authorized to control the robot, and only after completing operator training.

Equipment Name: Armored rescue vehicle – CA Govt. Code §7070(c)(3)

Quantity Owned/Sought: 2 owned

Lifespan: Approximately 20 years

Equipment Capabilities: Provides ballistic protection up to .50 caliber. Range: 100 miles.

Manufacturer Product Description: *"The Lenco Bearcat is a four-wheeled, five-speed automatic transmission, diesel engine-powered vehicle with ballistic resistant glass and armor rated to .50 caliber."*

Purpose/Authorized Uses: Provides ballistic protection to accommodate the safe transport, security, and rescue of agency personnel and members of the public in high-risk incidents. Used to support tactical operations.

Fiscal Impacts: \$265,000 initial cost; \$1,100 estimated average annual maintenance per unit.

Legal/Procedural Rules Governing Use: Drivers must possess a valid California Class C driver's license. Refer to Oxnard Police Department Policy section 416.

Training Required: Annual briefing training.

Equipment Name: Large Mobile Command Vehicles – CA Govt. Code §7070(c)(5)

Quantity Owned/Sought: 2 owned

Lifespan: 80k - 100k miles

Equipment Capabilities: The vehicle is equipped with communications equipment, office equipment, workstations, dispatcher stations, and a small conference area.

Manufacturer Product Description: *"Mattman"*

Purpose/Authorized Uses: Provides incident managers the ability to coordinate and manage police resources during large-scale events or incidents.

Fiscal Impacts: ~\$750,000 (replacement value)

Legal/Procedural Rules Governing Use: Drivers must possess a valid California Class B driver's license.

Training Required: Utilized by sworn personnel of the rank of Sergeant or higher. Does not require additional training.

Equipment Name: Command Vehicles – CA Govt. Code §7070(c)(5)

Quantity Owned/Sought: 4 owned

Lifespan: 80k - 100k miles

Equipment Capabilities: Ford Explorer chassis patrol vehicle, equipped with additional radio, mobile data computer, dry erase boards and storage cabinets. The vehicle has a range of approximately 300 miles.

Manufacturer Product Description: *"Mid-size modular forward command post designed to meet the most demanding operational needs of the mobile field commander"*

Purpose/Authorized Uses: Provides incident supervisors/managers the ability to coordinate and manage police resources during incidents.

Fiscal Impacts: \$38,000 purchase price of vehicle, \$3,374.19 cost to outfit the vehicle with equipment.

Legal/Procedural Rules Governing Use: Drivers must possess a valid California Class C driver's license.

Training Required: Utilized by sworn personnel of the rank of sergeant or higher. Does not require additional training.

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Equipment Name: Frangible breaching shotgun – CA Govt. Code §7070(c)(7)

Quantity Owned/Sought: 2 owned

Lifespan: Approximately 25 years

Equipment Capabilities: The modified 12 gauge Remington 870 shotgun is designed to fire a copper or clay compressed frangible (brittle, fragile) projectile through door locking mechanisms and hinges. After defeating the hardware of a door, the projectile disintegrates, mitigating the risk for potential injury to bystanders.

Manufacturer Product Description: *"Royal Arms is the original inventor, as well as oldest manufacturer of: Breaching Stand-Off Device, 12 Gauge Breaching Shotgun, Copper & Clay Frangible Breaching Rounds."*

Purpose/Authorized Uses: Allows SWAT officers to quickly and safely and effectively breach doors and gates during high-risk search warrant services and hostage rescues.

Fiscal Impacts: Approximately \$800 per unit initial purchase. The ongoing cost for ammunition varies.

Legal/Procedural Rules Governing Use: Absent exigent circumstances, a search warrant must be obtained prior to entering a private dwelling. All search and seizure laws shall be adhered to. Use is subject to Oxnard Police Department Policy Manual section 611, and the Oxnard Police Department SWAT Manual.

Training Required: SWAT Team personnel are authorized to use the breaching shotgun after receiving the required training and have demonstrated the ability to utilize the tool safely and competently. SWAT Team personnel must undergo annual recertification and qualification.

Equipment Name: 5.56mm Semi-Automatic Rifles and Ammunition - CA Govt. Code §7070(c)(10)

Quantity Owned/Sought: 116 **Lifespan:** Approximately 15 years

Equipment Capabilities: Semi-automatic rifles that fire a 5.56mm projectile.

Manufacturer Product Description: The Colt Enhanced Patrol Rifle (EPR) is the next evolution in the world's most dependable, thoroughly field-tested patrol rifle.

Purpose/Authorized Uses: Officers may deploy the patrol rifle in any circumstance where the officer can articulate a reasonable expectation that the rifle may be needed. Examples of some general guidelines for deploying the patrol rifle may include but are not limited to:

- Situations where the officer reasonably anticipates an armed encounter.
- When an officer is faced with a situation that may require accurate and effective fire at long range.
- Situations where an officer reasonably expects the need to meet or exceed a suspect's firepower.
- When an officer reasonably believes that there may be a need to fire on a barricaded person or a person with a hostage.
- When an officer reasonably believes that a suspect may be wearing body armor.
- When authorized or requested by a supervisor.

Fiscal Impacts: The initial cost of equipment is approximately \$1,100 per rifle. The ongoing costs for ammunition vary, and maintenance is performed by Department staff.

Legal/Procedural Rules Governing Use: All applicable State, Federal and Local laws governing police use of force. Various Oxnard Police Department Policies on Use of Force and Firearms including Oxnard Police Department Policy Manual sections: 300, 305, 310, 312, 314.7.3, 433.

Training Required: Officers must successfully complete a CA POST certified 24-hour patrol rifle course as well as regular department firearms training and qualifications as required by law and policy.

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Other Notes: These rifles are standard issue service weapons for officers and are exempted from this Military Equipment Use Policy per CA Govt. Code §7070 (c)(10). They have been included in this document in the interest of transparency.

Equipment Name: 5.56mm Semi-automatic Rifles and Ammunition - CA Govt. Code §7070(c)(10)

Quantity Owned/Sought: 20 owned

Lifespan: Approximately 15 years

Equipment Capabilities: Semi-automatic rifle capable of firing a 5.56mm projectile.

Manufacturer Product Description: *"The Sionics SAR-15 Lothar Walther German Stainless Steel Precision Barrel will give you unmatched accuracy as well as incredible accuracy at distance"*

Purpose/Authorized Uses: Officers may deploy the patrol rifle in any circumstance where the officer can articulate a reasonable expectation that the rifle may be needed. Examples of some general guidelines for deploying the patrol rifle may include but are not limited to:

- Situations where the officer reasonably anticipates an armed encounter.
- When an officer is faced with a situation that may require accurate and effective fire at long range.
- Situations where an officer reasonably expects the need to meet or exceed a suspect's firepower.
- When an officer reasonably believes that there may be a need to fire on a barricaded person or a person with a hostage.
- When an officer reasonably believes that a suspect may be wearing body armor.
- When authorized or requested by a supervisor.

Fiscal Impacts: The initial cost of equipment is approximately \$1,100 per rifle. The ongoing costs for ammunition vary, and maintenance is performed by Department staff.

Legal/Procedural Rules Governing Use: All applicable State, Federal and Local laws governing police use of force. Various Oxnard Police Department Policies on Use of Force and Firearms including Oxnard Police Department Policy Manual sections: 300, 305, 310, 312, 314.7.3, 433.

Training Required: Officers must successfully complete a CA POST certified 24-hour patrol rifle course as well as regular department firearms training and qualifications as required by law and policy.

Other Notes: These rifles are standard issue service weapons for officers and are exempted from this Military Equipment Use Policy per CA Govt. Code §7070 (c)(10). They have been included in this document in the interest of transparency.

Equipment Name: .308 caliber bolt-action Rifle and Ammunition - CA Govt. Code §7070(c)(10)

Quantity Owned/Sought: 3 owned

Lifespan: Approximately 15 years

Equipment Capabilities: The Remington 700 Sniper Rifle fires a .308 caliber projectile at extended distances.

Manufacturer Product Description: *"The Remington 700 is the number one bolt-action of all time, proudly made in the U.S.A. For over 50 years, more Model 700s have been sold than any other bolt-action rifle before or since. The legendary strength of its 3-rings-of-steel receiver paired with a hammer-forged barrel, combine to yield the most popular bolt-action rifle in history"*

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Oxnard PD Policy Manual

Military Equipment

Purpose/Authorized Uses: This rifle is exclusively authorized for use by a sniper-trained SWAT officer, and may be deployed in circumstances where the officer can articulate a reasonable expectation that the rifle may be necessary. Examples of some general guidelines for deploying the rifle may include but are not limited to:

- Situations where the officer reasonably anticipates an armed encounter.
- When the officer is faced with a situation that may require accurate and effective fire at long range.
- Situations where an officer reasonably expects the need to meet or exceed a suspect's firepower.
- When an officer reasonably believes that there may be a need to fire on a barricaded person or a person with a hostage.
- When an officer reasonably believes that a suspect may be wearing body armor.
- When authorized or requested by a supervisor.

Fiscal Impacts: \$1,604.12 per rifle. The ongoing costs for ammunition vary, and maintenance is performed by Department staff.

Legal/Procedural Rules Governing Use: All applicable State, Federal and Local laws governing police use of force. Various Oxnard Police Department Policies on Use of Force including Oxnard Police Department Policy Manual sections 300, 305, 310, 312, 314.7.3 and the Oxnard Police Department SWAT Manual.

Training Required: In addition to patrol rifle and standard SWAT Operator training, SWAT Snipers must successfully complete a CA POST certified sniper course as well as regular SWAT Sniper training and qualifications as required by law and policy.

Equipment Name: .308 caliber bolt-action Rifle and Ammunition - CA Govt. Code §7070(c)(10)

Quantity Owned/Sought: 3 owned

Lifespan: Approximately 15 years

Equipment Capabilities: Accuracy International AT Law Enforcement fires a .308 caliber projectile at extended distances.

Manufacturer Product Description: *"The Accuracy International AT rifle series integrates the proven Accuracy International flat bottomed, precision machined action that is epoxy bonded and bolted to a chassis with the best features of the AW and AE models to set a new standard of expectation for precision tactical rifles. The AT is a configurable, mission-adaptable, long-range tactical rifle system offered in 308/7.62 NATO"*

Oxnard Police Department

Oxnard PD Policy Manual

Military Equipment

Purpose/Authorized Uses: This rifle is authorized for use by a Sniper-trained, SWAT Operator only and may be deployed in any circumstance where the officer can articulate a reasonable expectation that the rifle may be needed. Examples of some general guidelines for deploying the rifle may include but are not limited to:

- Situations where the officer reasonably anticipates an armed encounter.
- When the officer is faced with a situation that may require accurate and effective fire at long range.
- Situations where an officer reasonably expects the need to meet or exceed a suspect's firepower.
- When an officer reasonably believes that there may be a need to fire on a barricaded person or a person with a hostage.
- When an officer reasonably believes that a suspect may be wearing body armor.
- When authorized or requested by a supervisor.

Fiscal Impacts: \$6,651 per rifle. The ongoing costs for ammunition vary, and maintenance is conducted by Department staff.

Legal/Procedural Rules Governing Use: All applicable State, Federal and Local laws governing police use of force. Various Oxnard Police Department Policies on Use of Force including sections 300, 305, 310, 312, 314.7.3, and the Oxnard Police Department SWAT Manual.

Training Required: In addition to patrol rifle and standard SWAT Operator training, SWAT Snipers must successfully complete a CA POST certified sniper course as well as regular SWAT Sniper training and qualifications as required by law and policy.

Equipment Name: "Flashbang" grenades - CA Govt. Code §7070(c)(12)

Quantity Owned/Sought: 124 owned **Lifespan:** 5 years

Equipment Capabilities: Produces 6-8 million candela of light and 175 decibels of sound

Manufacturer Product Description: *"The Mini Flash-Bang is the newest generation in the evolution of the Flash-Bang. Our Model 7290M Flash-Bang exhibits all of the same attributes of its larger counterpart but in a smaller and lighter package. Weighing in at just 15 ounces the new 7290M is approximately 30% lighter than the 7290 but still has the same 175db output of the 7290 and produces 6-8 million candela of light"*

The 7290-2 is a non-bursting, non-fragmenting multi-bang device that produces a thunderous bang with an intense bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry, or other high-risk arrest situations.

Purpose/Authorized Uses: The light sound diversionary device ("flashbang") is a less-lethal device used during high-risk search warrants, arrests of armed and violent suspects, and hostage rescues. An intense bright light and loud noise are created temporarily overwhelming a suspect's senses which may potentially prevent a suspect from harming officers.

Fiscal Impacts: \$44.09 per unit (Model 7290M), \$59.32 per unit (Model 7290-2)

Legal/Procedural Rules Governing Use: Use is subject to Oxnard Police Department Policy Manual section 307. Operational use is under the purview of the SWAT Commander or Watch Commander.

Oxnard Police Department

Oxnard PD Policy Manual

Military Equipment

Training Required: SWAT personnel, K9 handlers, and former SWAT personnel assigned as patrol sergeants are authorized to carry light sound diversionary devices. All authorized personnel must attend a user's course taught by a POST-certified instructor and complete a qualification. Personnel must demonstrate proficiency and qualify annually.

Equipment Name: Chemical Agents – CA Govt. Code §7070(c)(12)

Quantity Owned/Sought: 20 owned

Lifespan: 5 years

Equipment Capabilities: A "less lethal" tool used to compel violent/ armed and barricaded suspects to exit structures when the circumstances are too hazardous for officers to enter. May also be used to compel large, violent, and riotous crowds to disperse from an outdoor area. Verbal warnings should proceed its use when feasible. Designed as a chemical agent dispersal tool and not an impact weapon.

Manufacturer Product Description: *"CTS 5230B - CS baffled canister grenade, pyrotechnic, low flame potential grenade designed for indoor use delivering a maximum amount of irritant smoke throughout multiple rooms with minimal risk of fire"*

Purpose/Authorized Uses: Less lethal tool used to compel violent/ armed and barricaded suspects from vehicles and structures when the circumstances are too hazardous for officers to enter. May also be used to disperse large, violent, and riotous crowds. Verbal warnings should precede its use when feasible.

Fiscal Impacts: \$38.00 per unit

Legal/Procedural Rules Governing Use: Use is subject to Oxnard Police Department Policy Manual sections 300, 308.6. Operational use under the purview of the SWAT Commander or Watch Commander.

Training Required: SWAT personnel who are responsible for formulating chemical agent deployment plans must attend California POST-certified chemical agent school and must recertify every three (3) years. SWAT Team officers may deploy chemical agents during high-risk SWAT operations after attending a chemical agents course taught by a POST-certified instructor. Officers must qualify annually.

Equipment Name: Chemical Agents – CA Govt. Code §7070(c)(12)

Quantity Owned/Sought: 11 owned

Lifespan: 5 years

Equipment Capabilities: Pyrotechnic grenade designed for indoor use delivering a maximum amount of irritant smoke throughout multiple rooms with minimal risk of fire.

Manufacturer Product Description: *"CS baffled canister grenade, pyrotechnic, low flame potential designed for indoor use delivering a maximum amount of irritant smoke throughout multiple rooms with minimal risk of fire"*

Purpose/Authorized Uses: Less lethal tool used to compel violent/ armed and barricaded suspects from vehicles and structures when the circumstances are too hazardous for officers to enter. Verbal warnings should precede its use when feasible.

Fiscal Impacts: \$38.00 per unit

Legal/Procedural Rules Governing Use: Use is subject to Oxnard Police Department Policy Manual sections 300 and 308.6. Operational use under the purview of the SWAT Commander or Watch Commander.

Training Required: SWAT personnel responsible for formulating chemical agent plans must attend California POST-certified chemical agent school and must recertify every three (3) years. SWAT Team officers may deploy chemical agents during high-risk SWAT operations after attending a chemical agents course taught by a POST-certified instructor. Officers must qualify annually.

Equipment Name: Chemical Agents – CA Govt. Code §7070(c)(12)

Quantity Owned/Sought: 17 owned

Lifespan: 5 years

Oxnard Police Department

Oxnard PD Policy Manual

Military Equipment

Equipment Capabilities: 40mm short-range CS chemical agent round with an effective range of 75 yards.

Manufacturer Product Description: *"Defense Technology 6282 40mm short-range CS chemical agent round is designed to deliver one dual-ported chemical canister from a 40mm launcher 75 yards to the intended target zone"*

Purpose/Authorized Uses: Less lethal chemical agent designed to compel large, violent, and riotous crowds to disperse from an outdoor area. Verbal warnings should precede its use when feasible. Designed as a chemical agent dispersal tool and not an impact weapon.

Fiscal Impacts: \$34.55 per unit

Legal/Procedural Rules Governing Use: Use is subject to Oxnard Police Department Policy Manual sections 300 and 308.6. Operational use under the purview of the SWAT Commander or Watch Commander.

Training Required: SWAT personnel responsible for formulating chemical agent plans must attend California POST-certified chemical agent school and must recertify every three (3) years. SWAT Team officers may deploy chemical agents during high-risk SWAT operations after attending a chemical agents course taught by a POST-certified instructor. Officers must qualify annually.

Equipment Name: Chemical Agents – CA Govt. Code §7070(c)(12)

Quantity Owned/Sought: 7 owned

Lifespan: 5 years

Equipment Capabilities: Capable of delivering CS chemical agents quickly over a large area.

Manufacturer Product Description: *"Defense Technology Triple Chaser CS consists of three separate canisters pressed together with separating charges between each. When deployed, the canisters separate and land approximately 20 feet apart allowing increased area coverage in a short period of time"*

Purpose/Authorized Uses: Less lethal chemical agent designed to compel large, violent, and riotous crowds to disperse from an outdoor area. Verbal warnings should precede its use when feasible. Designed as a chemical agent dispersal tool and not an impact weapon.

Fiscal Impacts: \$41.55 per unit

Legal/Procedural Rules Governing Use: Use is subject to Oxnard Police Department Policy Manual sections 300, 308.6. Operational use under the purview of the SWAT Commander or Watch Commander.

Training Required: SWAT personnel responsible for formulating chemical agent plans must attend California POST-certified chemical agent school and must recertify every three (3) years. SWAT Team officers may deploy chemical agents during high-risk SWAT operations after attending a chemical agents course taught by a POST-certified instructor. Officers must qualify annually.

Equipment Name: Chemical Agents – CA Govt. Code §7070(c)(12)

Quantity Owned/Sought: 8 owned

Lifespan: 5 years

Equipment Capabilities: Small device capable of delivering a medium volume of CS chemical agent and smoke.

Manufacturer Product Description: *"Defense Technology Pocket CS Grenade is a small, lightweight, easily carried device that provides a medium volume of chemical agent or smoke for certain situations. It was designed with the tactical team in mind for distraction, concealment, rescue, or signaling"*

Oxnard Police Department

Oxnard PD Policy Manual

Military Equipment

Purpose/Authorized Uses: Less lethal device used to disperse a large smoke cloud with a medium volume of chemical agent. It is used by tactical teams in emergency situations to provide concealment, as well as a distraction during rescues of downed individuals and active shooter situations.

Fiscal Impacts: \$19.20 per unit

Legal/Procedural Rules Governing Use: Use is subject to Oxnard Police Department Policies 300 and 308.6. Operational use under the purview of the SWAT Commander or Watch Commander.

Training Required: SWAT personnel responsible for formulating chemical agent plans must attend California POST-certified chemical agent school and must recertify every three (3) years. SWAT Team officers may deploy chemical agents during high-risk SWAT operations after attending a chemical agents course taught by a POST-certified instructor. Officers must qualify annually.

Equipment Name: Chemical Agents – CA Govt. Code §7070(c)(12)

Quantity Owned/Sought: 5 owned

Lifespan: 5 years

Equipment Capabilities: Capable of quickly delivering a large volume of CS chemical agent to disperse violent crowds.

Manufacturer Product Description: *"Defense Technology Riot Control CS is designed specifically for outdoor use in crowd control situations, the Riot Control Grenade is a high volume continuous burn canister that expels its payload in approximately 20 - 40 seconds"*

Purpose/Authorized Uses: Less lethal chemical agent designed to compel large, violent, and riotous crowds to disperse from an outdoor area. Verbal warnings should proceed its use when feasible. Designed as a chemical agent dispersal tool and not an impact weapon.

Fiscal Impacts: \$27.05 per unit

Legal/Procedural Rules Governing Use: Use is subject to Oxnard Police Department Policy Manual sections 300 and 308.6. Operational use under the purview of the SWAT Commander or Watch Commander.

Training Required: SWAT personnel responsible for formulating chemical agent plans must attend California POST-certified chemical agent school and must recertify every three (3) years. SWAT Team officers may deploy chemical agents during high-risk SWAT operations after attending a chemical agents course taught by a POST-certified instructor. Officers must qualify annually.

Equipment Name: Chemical Agents – CA Govt. Code §7070(c)(12)

Quantity Owned/Sought: 8 owned

Lifespan: 5 years

Equipment Capabilities: Non-burning munition used to introduce CS chemical agents through doors and windows.

Manufacturer Product Description: *"Defense Technology CS ferret is non-burning and designed to penetrate barriers. Primarily used to dislodge barricaded subjects, it can also be used for area denial"*

Purpose/Authorized Uses: Less lethal tool used to compel violent/ armed and barricaded suspects to exit from structures when the circumstances are too hazardous for officers to enter. Verbal warnings should proceed its use when feasible.

Fiscal Impacts: \$20.55 per unit

Legal/Procedural Rules Governing Use: Use is subject to Oxnard Police Department Policy Manual sections 300 and 308.6. Operational use under the purview of the SWAT Commander or Watch Commander.

Training Required: SWAT personnel responsible for formulating chemical agent plans must attend California POST-certified chemical agent school and must recertify every three (3) years. SWAT Team officers may deploy chemical agents during high-risk SWAT operations after attending a chemical agents course taught by a POST-certified instructor. Officers must qualify annually.

Oxnard Police Department

Oxnard PD Policy Manual

Military Equipment

Equipment Name: Chemical Agents – CA Govt. Code §7070(c)(12)

Quantity Owned/Sought: 18 owned

Lifespan: 5 years

Equipment Capabilities: Capable of delivering a large volume of Oleoresin Capsicum (OC) chemical agent in the form of mist.

Manufacturer Product Description: *"Defense Technology OC vapor Aerosol Grenade is for law enforcement and corrections use to deliver a high concentration of Oleoresin Capsicum (OC) in a powerful mist"*

Purpose/Authorized Uses: Less lethal tool used to compel violent/armed and barricaded suspects to exit from structures and vehicles when the circumstances are too hazardous for officers to enter. Verbal warnings should precede its use when feasible.

Fiscal Impacts: \$44.45 per unit

Legal/Procedural Rules Governing Use: Use is subject to Oxnard Police Department Policy Manual sections 300 and 308.6. Operational use under the purview of the SWAT Commander or Watch Commander.

Training Required: SWAT personnel responsible for formulating chemical agent plans must attend California POST-certified chemical agent school and must recertify every three (3) years. SWAT Team officers may deploy chemical agents during high-risk SWAT operations after attending a chemical agents course taught by a POST-certified instructor. Officers must qualify annually.

Equipment Name: Chemical Agents – CA Govt. Code §7070(c)(12)

Quantity Owned/Sought: 10 owned

Lifespan: 5 years

Equipment Capabilities: Capable of delivering OC and CS chemical agent in vapor form.

Manufacturer Product Description: *"Defense Technology OC/ CS vapor is a unique grenade delivering an invisible vapor and rendering an intense respiratory effect. Provides best results when used indoors and requires no personal decontamination"*

Purpose/Authorized Uses: Less lethal tool used to compel violent/ armed and barricaded suspects from structures when the circumstances are too hazardous for officers to enter. Verbal warnings should precede its use when feasible.

Fiscal Impacts: \$53.10 per unit

Legal/Procedural Rules Governing Use: Use is subject to Oxnard Police Department Policy Manual sections 300 and 308.6. Operational use under the purview of the SWAT Commander or Watch Commander.

Training Required: SWAT personnel responsible for formulating chemical agent plans must attend California POST-certified chemical agent school and must recertify every three (3) years. SWAT Team officers may deploy chemical agents during high-risk SWAT operations after attending a chemical agents course taught by a POST-certified instructor. Officers must qualify annually.

Equipment Name: Pepper launcher/ pepper balls - CA Govt. Code §7070(c)(12)

Quantity Owned/Sought: 11 launchers owned

Lifespan: Approximately 15 years

Equipment Capabilities: The Pepperball launcher fires hard plastic frangible (fragile, breakable) spheres, each weighing 2.5 grams. The spheres contain Pava powder. The effective range for direct impact of an individual is 30 feet; the effective range is 150 feet for area saturation.

Manufacturer Product Description: *"The need for non-lethal options in daily patrol, crowd management, corrections, and other situations has never been greater. PepperBall, as the leading non-lethal option, allows officers to maintain distance from crowds and individual assailants. This reduces risk while enhancing the capability of officers to limit or control escalation, to repel or temporarily incapacitate threats, and to keep themselves and the public safe while performing their duties"*

Oxnard Police Department

Oxnard PD Policy Manual

Military Equipment

Purpose/Authorized Uses: To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application. The pepperball is a "less lethal" device that affords officers with force options that are intended to mitigate the likelihood of having to use lethal force.

Fiscal Impacts: \$499 per launcher. The ongoing costs for ammunition will vary and maintenance is conducted by Department staff.

Legal/Procedural Rules Governing Use: All applicable State, Federal and Local laws governing police use of force. Various Oxnard Police Department Policies on Use of Force including sections 300 and 308.

Training Required: Initial orientation course, including qualifications, are provided by Department members who have attended a POST-certified instructor's course; annual recertification including qualifications are required by all operators.

Equipment Name: 40mm Less Lethal Launchers and Kinetic Energy Munitions - CA Govt. Code §7070(c)(14)

Quantity Owned/Sought: 4 owned

Lifespan: Approximately 15 years

Equipment Capabilities: The 40mm Less Lethal Launcher is capable of firing 40mm Kinetic Energy Munitions, as well as chemical agents.

Manufacturer Product Description: *"Penn Arms 40MM launchers are manufactured using 4140 hardened steel, 6061-T6 mil-spec anodized aluminum, and DuPont super tough glass-filled nylon. These launchers are lightweight, versatile, and used worldwide by police and corrections officers"*

Purpose/Authorized Uses: To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application. The 40mm Less Lethal Launchers and Kinetic Energy Munitions are intended for use as a "less lethal" use of force option, which serves as additional options to mitigate the possibility of using lethal force.

Fiscal Impacts: \$3,400 initial purchase per launcher, \$2,500 initial purchase of 40mm projectiles. The ongoing cost for munitions will vary.

Legal/Procedural Rules Governing Use: All applicable State, Federal and Local laws governing police use of force. Various Oxnard Police Department Policies on Use of Force, primarily Oxnard Police Department Policy Manual sections 300 and 308.

Training Required: Initial orientation course including qualifications are provided by Department members who have attended a POST-certified instructor's course; annual recertification, including qualifications by demonstrated use in a training environment are required of all operators.

Equipment Name: Less lethal shotgun - CA Govt. Code §7070(c)(14)

Quantity Owned/Sought: 25 owned

Lifespan: Approximately 20 years

Equipment Capabilities: The Model 2581 Super-sock is a less-lethal impact munition fired from a standard 12 gauge shotgun. The super-sock projectile is a fabric bag filled with lead shot. The effective range is 75 feet.

Manufacturer Product Description: *"The Super-Sock is first in its class providing the point control accuracy and consistent energy to momentarily incapacitate violent, non-compliant subjects. The effective range is 75 feet"*

Purpose/Authorized Uses: To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application. The pepperball is a "less lethal" device that affords officers with force options that are intended to mitigate the likelihood of having to use lethal force.

Oxnard Police Department

Oxnard PD Policy Manual

Military Equipment

Fiscal Impacts: The 12 gauge shotguns used to deploy the Super-Sock impact munition are re-purposed Remington 870 shotguns, taken from the Oxnard Police Department weapons inventory. Approximately \$35.50 for a box of 5. The ongoing costs for ammunition will vary and maintenance is conducted by departmental staff.

Legal/Procedural Rules Governing Use: All applicable State, Federal and Local laws governing police use of force. Various Oxnard Police Department Policies on Use of Force including sections 300 and 308.

Training Required: Initial orientation course including qualifications are provided by Department members who have attended a POST-certified instructor's course; annual recertification including qualifications are required by all operators.

Equipment Name: Unmanned, remotely operated ground vehicle – CA Govt. Code §7070(c)(1)

Quantity Owned/Sought: 1 sought

Equipment Capabilities: The small remotely operated ground vehicle can be deployed quickly and is capable of providing

Manufacturer Product Description: Transcend's Vantage robot is the world's only double-patented automatic stair and c

Purpose/Authorized Uses: Provides officers the ability to visually inspect hazardous environments and make two-way co

Fiscal Impacts: If acquired, this will be a donation made to the Oxnard Police Department. There would be no cost assoc

Legal/Procedural Rules Governing Use: Absent exigent circumstances, a search warrant must be obtained prior to the

Training Required: Only SWAT Team personnel are authorized to control the robot, and only after completing operator tr

Equipment Name: Large Mobile Command Vehicle – CA Govt. Code §7070(c)(5)

Quantity Owned/Sought: 1 sought

Equipment Capabilities: The vehicle is equipped with communications equipment, office equipment, workstations, dispat

Manufacturer Product Description: The manufacturer has yet to be determined.

Purpose/Authorized Uses: Provides incident managers the ability to coordinate and manage police resources during larg

Fiscal Impacts: \$750,000

Legal/Procedural Rules Governing Use: Drivers must possess a valid California Class C driver's license.

Training Required: Utilized by sworn personnel of the rank of Sergeant or higher. Does not require additional training.

Notes: The Oxnard Police Department intends to purchase a new mobile command post to replace the two existing, aging

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING CHAPTER 2 ARTICLE III DIVISION 7 TO THE OXNARD CITY CODE GOVERNING THE USE OF MILITARY EQUIPMENT BY THE OXNARD POLICE DEPARTMENT

WHEREAS, on September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481 (“AB 481”) relating to the use of military equipment by law enforcement agencies; and

WHEREAS, AB 481, codified at California Government Code sections 7070 through 7075, requires law enforcement agencies to obtain approval of the applicable governing body, by an ordinance adopting a “military equipment” use policy, at a regular meeting held pursuant to open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of such military equipment; and

WHEREAS, the term “military equipment” is defined in California Government Code section 7070; and

WHEREAS, the Oxnard Police Department is in possession of certain items of equipment that qualify as “military equipment” under AB 481; and

WHEREAS, AB 481 requires, inter alia, that a law enforcement agency possessing and using such qualifying equipment must prepare a publicly released, written, military equipment use policy document covering the inventory, description, quantity, purpose, capabilities, use, lifespan, acquisition, maintenance, authorized use, fiscal impacts, procedures, training, oversight, and complaint process, applicable to the Department’s use of such equipment; and

WHEREAS, AB 481 allows the governing body of a city to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it makes specific determinations; and

WHEREAS, the proposed military equipment use policy is found within Oxnard Police Department Policy Manual Section 708; and

WHEREAS, Oxnard Police Department Policy Manual Section 708 was published on the Oxnard Police Department’s internet website on March 3, 2022 and is set forth as an attachment to the report presented to the City Council at the public hearing held on April 19, 2022; and

WHEREAS, Oxnard Police Department Policy Manual Section 708 meets the requirements of California Government Code section 7070(d); and

WHEREAS, based on the findings above, in addition to information provided to the City Council at the April 19, 2022 public meeting, the Oxnard City Council determines as follows:

- A. The military equipment identified in Oxnard Police Department Policy Manual Section 708 is necessary, because there are no reasonable alternatives that can achieve the same objectives of officer and civilian safety.
- B. Oxnard Police Department Policy Manual Section 708 will safeguard the public's welfare, safety, civil rights, and civil liberties.
- C. Oxnard Police Department Policy Manual Section 708 will contain a list of equipment items that are defined as "military equipment" as per California Government Code sections 7070 through 7075.
- D. The military equipment identified in Oxnard Police Department Policy Manual Section 708 is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

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

Section 1. Recitals. The City Council finds that all the recitals, facts, findings, and conclusions set forth above in the preamble of this Ordinance are true and correct.

Section 2. Code Amendment. Chapter 2, Article III, Division 7 of the Oxnard City Code is hereby amended to add Section 2-112 thereto to read as follows:

"SEC. 2-112. MILITARY EQUIPMENT POLICY

(A) The City Council hereby adopts Oxnard Police Department Policy Manual Section 708 (the "Policy") which shall govern the use of military equipment by the Oxnard Police Department. The Policy may be amended by the Chief of Police or his or her designee, subject to City Council approval.

(B) The Policy shall be made publicly available on the Oxnard Police Department's website for as long as the military equipment is available for use or as otherwise ordained by the City Council.

(C) The Oxnard Police Department shall submit an annual military equipment report to the City Council containing the information required by Government Code Section 7072 and the City Council shall thereafter determine whether each type of military equipment identified

therein complied with the standards for approval set forth in Government Code Section 7071(d).

(D) The City Council shall on an annual basis and at a regular meeting thereof review this ordinance and vote on whether to renew it pursuant to Government Code Section 7071(e)(2). At such time, the Policy shall be presented to the City Council as an attachment to the annual report.

(E) The definitions set forth in Government Code section 7070 shall apply to this Section of the City Code. Any provision of state law referred to herein shall mean and include any amended or successor provision thereof.”

Section 3. Compliance with CEQA. Adoption of this Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 (b)(3) (General Rule) of the CEQA Guidelines because it is not a “project” and because it can be seen with certainty that there is no possibility that the passage of this Ordinance will have a significant effect on the environment.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Ordinance shall nonetheless remain in full force and effect. The Council of the City of Oxnard hereby declares that it would have adopted each section, subsection, sentence, clause, phrase, or portion of this Ordinance, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Ordinance be declared invalid or unenforceable.

Section 5. Pursuant to Cal. Gov. Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council’s adoption of the ordinance.

Section 6. 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 _____, 2022, and finally adopted on _____, 2022, to become effective thirty days thereafter.

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

OxnARD City Council
April 19, 2022 Meeting

Assembly Bill 481
Funding, Acquisition, and Use of Military Equipment
Requirements for Law Enforcement Agencies

Jason Benites, Chief of Police

- *That the City Council conduct a public hearing for the purpose of adopting an ordinance that establishes a military equipment funding, acquisition, and use policy for the Police Department.*

- Narrative and debate regarding the “militarization” of policing in America
- Criticism and scrutiny of law enforcement agency (LEA) uses of military equipment
- Demand for regulation of law enforcement agency use of military equipment

- Defense Logistics Agency's *1033 Program*
- Formerly Defense Reutilization Marketing Office Program ("DRMO")



**OXNARD PD DOES NOT CURRENTLY PROCURE
EQUIPMENT FROM THESE PROGRAMS**

- Intended to regulate the funding, acquisition and use of military equipment by LEA’s
- Effective January 1, 2022, AB 481 is codified in Government Code sections 7070 through 7075
- Requires LEA’s to obtain annual approval from their applicable governing body, via adoption of a military equipment use policy by ordinance, prior to the LEA funding, acquiring, or using such equipment (“The Policy” and “The Ordinance”)

- LEA's must begin the approval process from their applicable governing body by May 1, 2022 via adoption of a “military equipment use” policy by ordinance, prior to the LEA's funding, acquiring, or using such equipment
 - March 22 Community Services, Public Safety, and Housing & Development meeting (Report)
 - April 19 Public Hearing (First reading)
 - June 7 Info/consent (Second reading)
- The Policy shall include an inventory list of military equipment
 - *Oxnard Police Department Policy Manual*, section 708
 - LEA's must post this policy on their websites
 - www.OxnardPD.org (Under “transparency” tab)
- Future acquisitions of military equipment will require a further public meeting, policy update, and council approval

- LEA's must produce and submit an annual report to their governing body (1st report in spring of 2023)
- Each year, the governing body shall:
 - *Receive the annual report*
 - *Review the ordinance*
 - *Approve/disapprove a renewal of the authorization for a type of military equipment, or*
 - *Modify the military equipment use policy*
- Police Department must hold at least one community engagement meeting within 30 days of submitting the annual military equipment report to Council

Definitions of "Military Equipment"

- AB 481's definition of "military equipment" extends beyond equipment that has a clear default to military use
- Under AB 481, the term more broadly applies to fifteen (15) categories of equipment types

(1) Unmanned, remotely piloted, powered aerial or ground vehicles



Remote control robotic equipment

(2) Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded from this subdivision

(OXPD does not have an MRAP)



(3) High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached



2 Oxnard Police ARVs: AB 481 Applies

The armored rescue vehicles increase safety for officers as well as the public and are necessary for protection



(4) Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion

**** OXPD DOES NOT HAVE EQUIPMENT FROM THIS CATEGORY ****

(5) Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units



SWAT Van



Command Vehicles



Mobile Command Post

(6) Weaponized aircraft, vessels, or vehicles of any kind

**** OXPD DOES NOT HAVE EQUIPMENT FROM THIS CATEGORY ****

(7) Battering rams, slugs, and breaching apparatuses that are explosive in nature



Breaching Shotguns and Munitions

(8) Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this subdivision

**** OXPD DOES NOT HAVE EQUIPMENT FROM THIS CATEGORY ****

(9) Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this subdivision

**** OXPD DOES NOT HAVE EQUIPMENT FROM THIS CATEGORY ****

(10) Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency



5.56mm Patrol Rifles

(11) Any firearm or firearm accessory that is designed to launch explosive projectiles

**** OXPD DOES NOT HAVE EQUIPMENT FROM THIS CATEGORY ****

(12) “*Flashbang*” grenades and explosive breaching tools, “tear gas,” and “pepper balls,” excluding standard, service-issued handheld pepper spray



(12) “Flashbang” grenades and explosive breaching tools, “**tear gas**,” and “pepper balls,” excluding standard, service-issued handheld pepper spray



Tear Gas

(12) “Flashbang” grenades and explosive breaching tools, “tear gas,” and “pepper balls,” excluding standard, service-issued handheld pepper spray



Pepper Ball Launcher and Munitions

(13) Taser Shockwave, microwave weapons, water cannons, and the Long Range Acoustic Device (LRAD)

**** OXPD DOES NOT HAVE EQUIPMENT FROM THIS CATEGORY ****

(14) The following projectile launch platforms and their associated munitions: **40mm projectile launchers**, **"bean bag,"** rubber bullet, and specialty impact munition (SIM) weapons



40MM Launchers and Munitions



Bean Bag Shotgun and Munitions

(15) Any other equipment as determined by a governing body or a state agency to require additional oversight

- The Police Department is seeking the City Council's adoption of the Police Department's *Military Equipment Use Policy* by ordinance
- The City Council may approve, deny, or request a modification to the Policy
- The Policy (section 708 of the *Oxnard Police Department Policy Manual*) is available on the Department's website
- The Police Department will provide an annual report to the City Council, along with a request to approve the Policy
- The Police Department will seek community input on the Policy within 30 days of submitting the report to the City Council



QUESTIONS



CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS AGENDA ITEM NO. L.2

DATE: April 19, 2022

TO: City Council

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

SUBJECT: Portofino Place: A request for 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. (10/20/20)

RECOMMENDATION

That the City Council:

1. Conduct a public hearing; and
2. Adopt a Resolution adopting Addendum No. 1 to previously adopted Mitigated Negative Declaration (MND) 2004-11; and
3. Adopt 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 (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 set the date of the second reading to occur on May 3, 2022, and
5. Adopt 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/Rj368-TMgw4>

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 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 is 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.

On February 10, 2022, the Oxnard Airport Authority reviewed the project and by a 3-2 vote determined the project is an acceptable land use and is consistent with the adopted Ventura County Airport Comprehensive Land Use Plan.

On March 4, 2022, the Airport Land Use Commission reviewed the project and by a unanimous vote determined the project is consistent with the adopted Ventura County Airport Comprehensive Land Use Plan.

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 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.

Oxnard Airport

The project site is located in the Oxnard Airport Sphere of Influence, Traffic Pattern Zone, and Height Restriction Zone.

The project has been designed to be consistent with the Ventura County Airport Comprehensive Land Use Plan (ALUP). Specifically, the project is consistent with the Noise standards (the project is outside the 60dB contours), the Safety Traffic Pattern Zone standards (less than 25% structural coverage) and airspace protection Height Restriction Zone standards (less than 25 feet high; has received Federal Aviation Administration's (FAA) Determination of No Hazard to Air Navigation). The project also complies with all R-2 zoning, land use, and development regulations applicable to the project site.

Additionally, the 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 FAA. With implementation of Mitigation Measures G-2 and K-1 from the 2004 MND and compliance with applicable regulations, the 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.

The project has been conditioned to provide aviation easements, provide noise / airport adjacency disclosures to future owners / tenants, and to comply with Building Code acoustic standards.

On February 10, 2022, the Oxnard Airport Authority (OAA) reviewed the project as the project is located on vacant property within the Oxnard Airport Sphere of Influence as defined within the Oxnard City Code, and the OAA determined the project is an acceptable land use and is consistent with the adopted Ventura County Airport Comprehensive Land Use Plan.

On March 4, 2022, the Airport Land Use Commission (ALUC) reviewed the project as the project included a general plan amendment and a zone change for properties within the airport influence area per the California Airport Land Use Compatibility Planning Handbook, and the ALUC determined the project is consistent with the adopted Ventura County Airport Comprehensive Land Use Plan.

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 to Fifth Street but will be gated and controlled to right turn in and right turn 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.

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 total VMT associated with commercial development under the original project as well as the residential development under the 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 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 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 project.

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.

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 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 N.

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 through Dunkirk Drive and adequate parking.

The project was reviewed by the OAA on February 10, 2022. No members of the public participated in the public hearing.

The project was reviewed by the ALUC on March 4, 2022. No members of the public participated in the public hearing.

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 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.

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, promotes safe neighborhoods, encourages community engagement, and supports 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.

There is no future financial cost to the City due to the private streets incorporated within the development.

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.

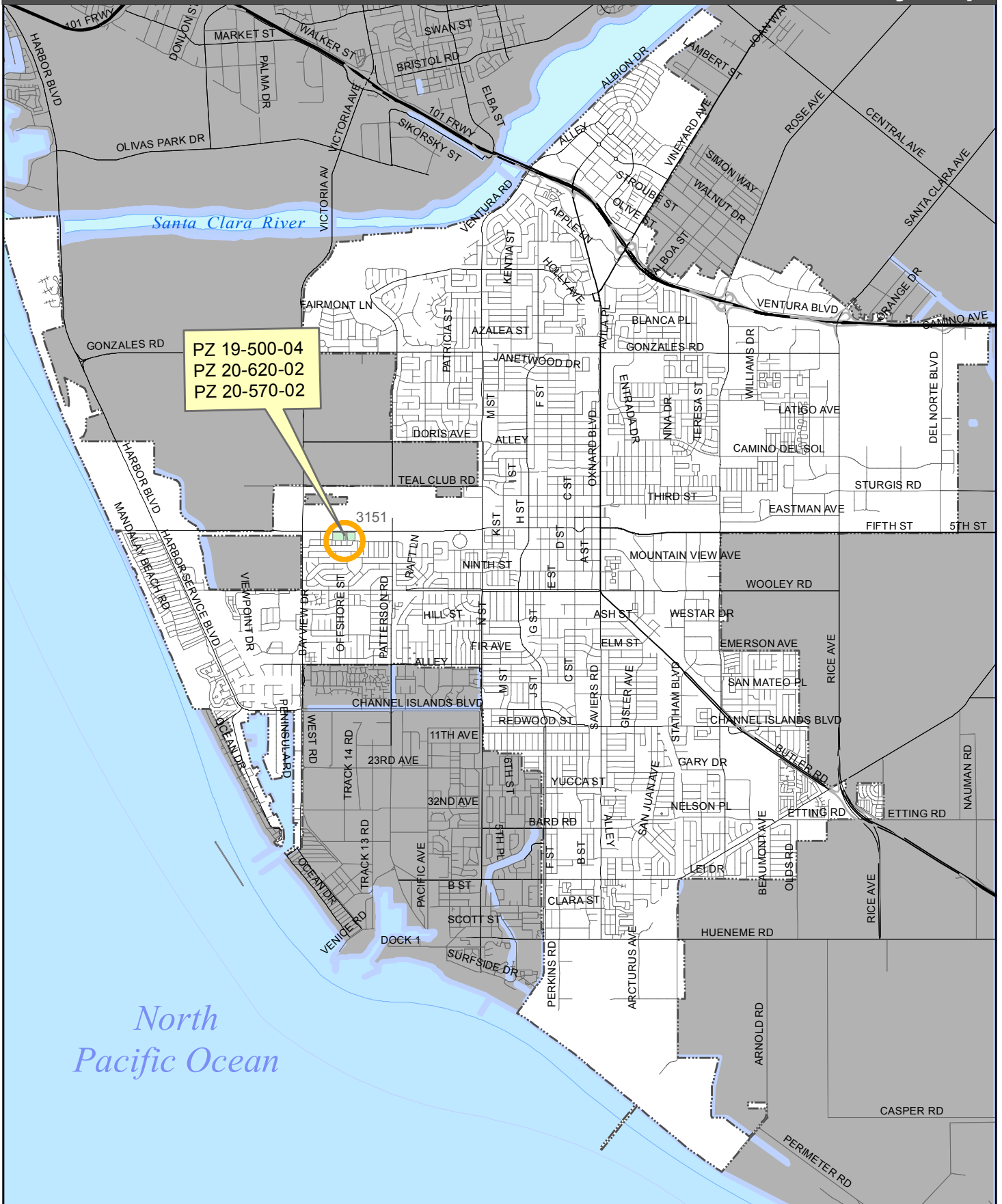
Prepared by: Scott Kolwitz, Planning Manager

ATTACHMENTS

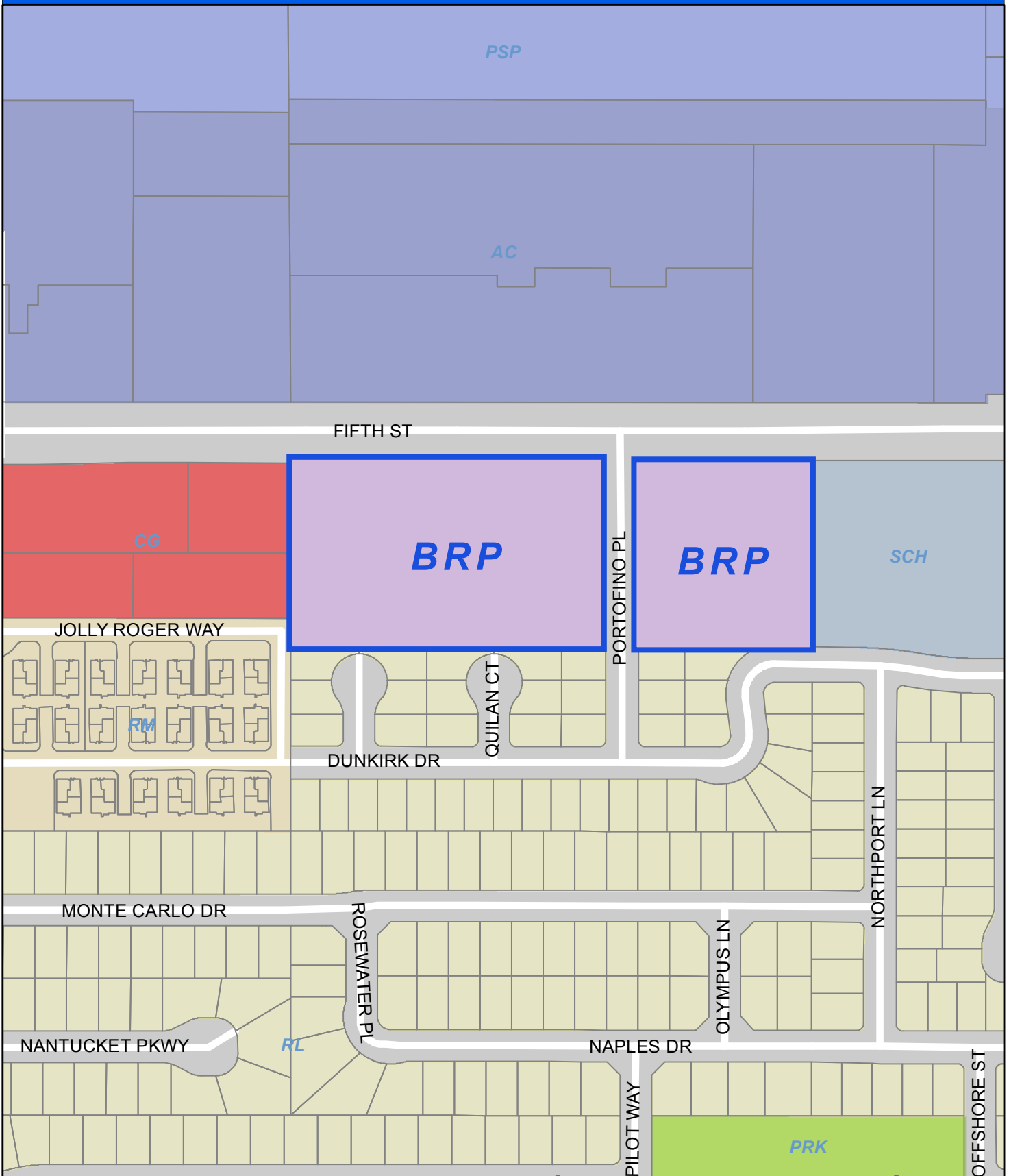
1. Attachment A - Vicinity, General Plan, and Zoning Maps and Aerial Photo
2. Attachment B - Planning Commission Resolution 2021-44 (Special Use Permit)
3. Attachment C - Planning Commission Resolution 2021-40 (Addendum to Final MND 2004-11)
4. Attachment D - Planning Commission Resolution 2021-41 (General 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 - November 18, 2021, Planning Commission Staff Report (without Attachments)

8. Attachment H - Reduced Tentative Subdivision Map No. 6064, and Project Renderings
9. Attachment I - General Plan Consistency Analysis
10. Attachment J - Zoning Compliance Table (R-2)
11. Attachment K - City Council Resolution No. 7658
12. Attachment L - City Council Resolution No. 7658 Consistency Table
13. Attachment M - Affordable Housing Agreement
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 - Addendum MND 2004-11 Resolution
18. Attachment R - General Plan Amendment Resolution
19. Attachment S - Zone Change Ordinance
20. Attachment T - Tentative Subdivision Map Resolution
21. Attachment U - Presentation

Vicinity Map

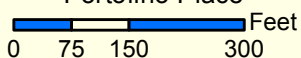


2030 General Plan Land Use Map



Oxnard Planning
November 2, 2021

PZ 19-500-04, 20-620-02, 20-570-02)
Location: Fifth & Portofino
APN: 185022102, 185022126, 185022301
Portofino Place

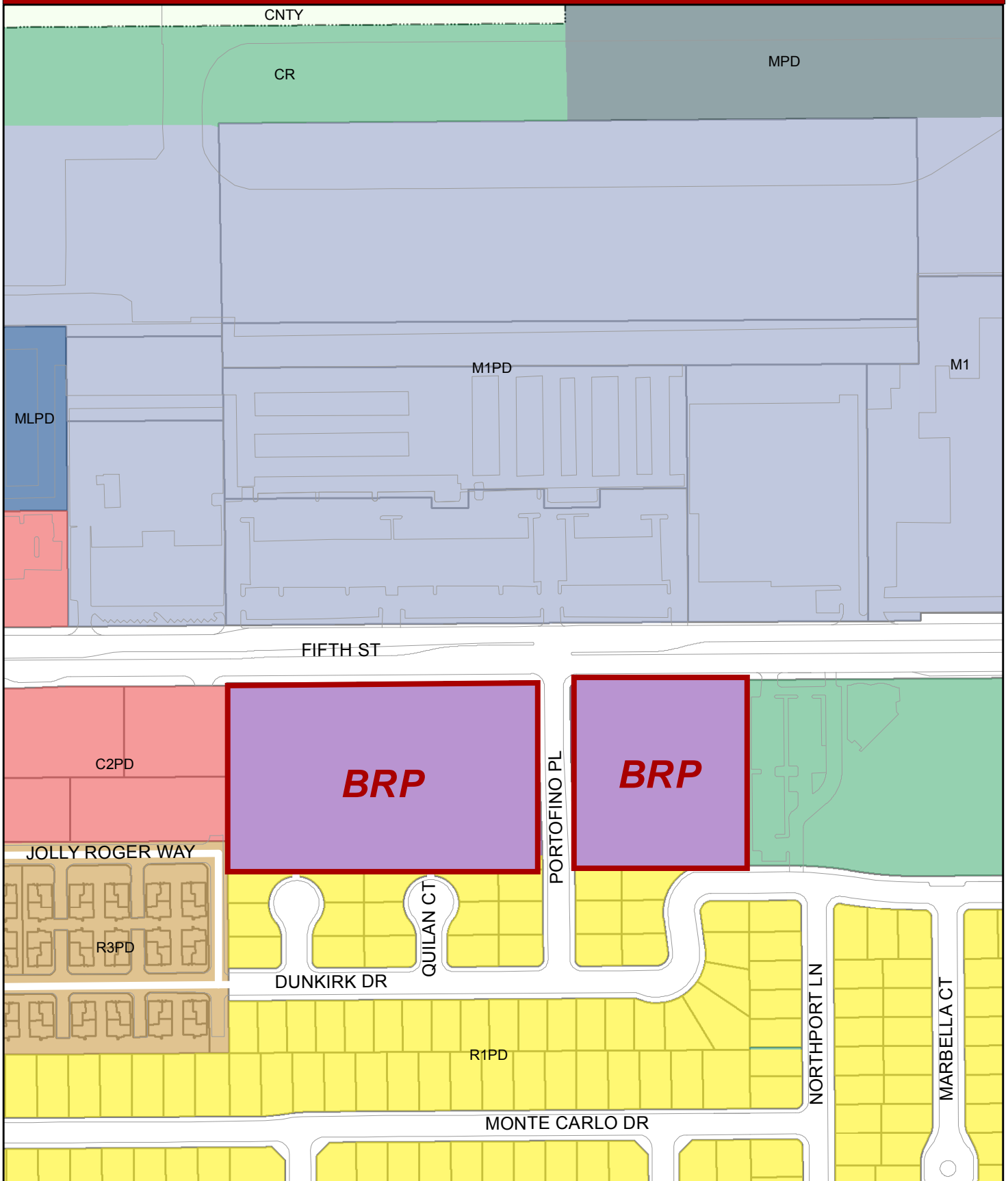


2030 General Plan Land Use Map



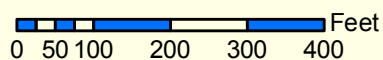
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Zoning/Specific Plan Map



Oxnard Planning
October 12, 2021

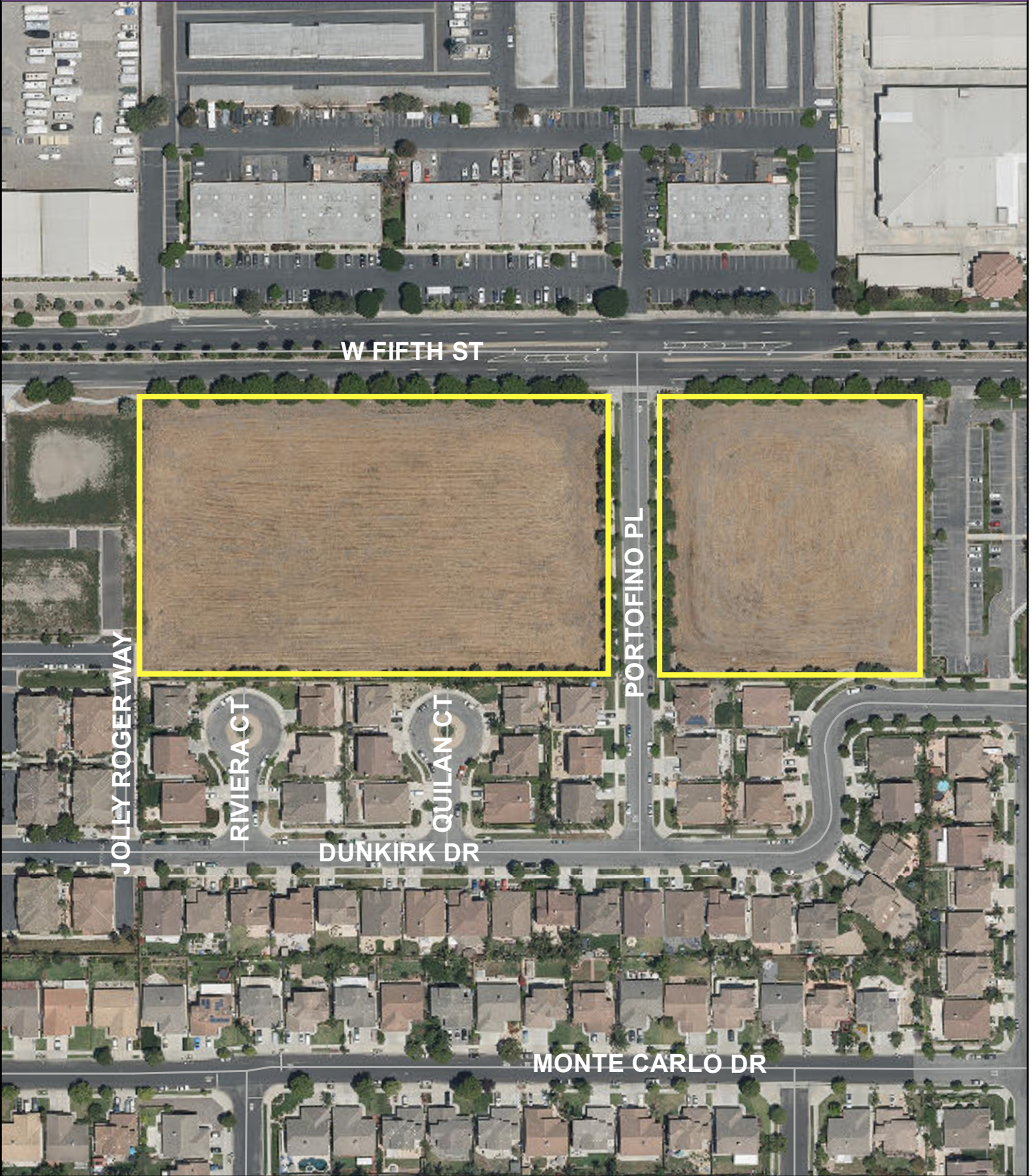
PZ 20-200-18
Location: 613 S C Street
APN: 2020133020



Zoning/Specific Plan Map



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 ensure 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

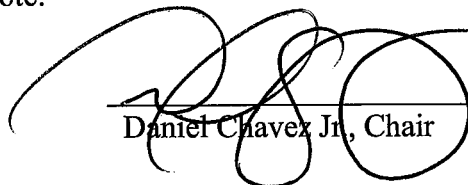
existing geotechnical reports, percolation tests, infiltration facility design, and characteristics of the exposed soil layer. This requirement shall be clearly noted on the improvement plans. The report shall be reviewed and approved by the project civil engineer. (DS)

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

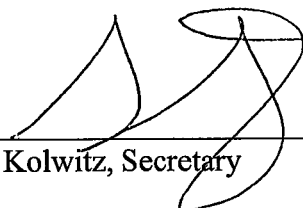
NOES: Commissioner(s): Chair Chavez Jr.

ABSENT: Commissioner(s): Commissioner Meyer

*Resolution No. 2021-44- PZ No. 19-500-04[Special Use Permit]
Planning Commission Hearing Date: November 18, 2021
Page 46 of 46*

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.

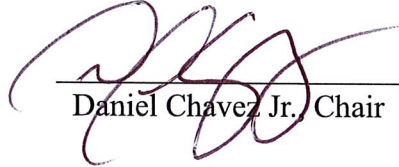
NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF OXNARD:

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:

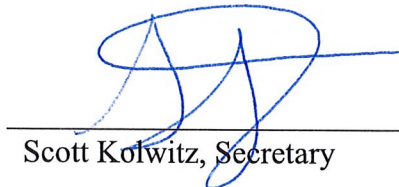
AYES: Commissioner(s): Vice Chair Arruejo; Commissioners Connelly; Lopez; Nash; Sanchez

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.

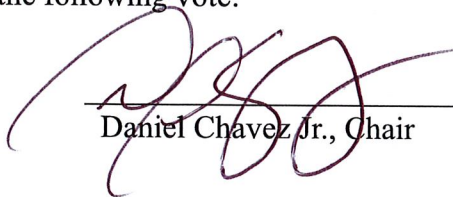
SECTION 6. The Planning Commission determines that the General Plan Amendment is in the best interests and welfare of the City and its residents.

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:

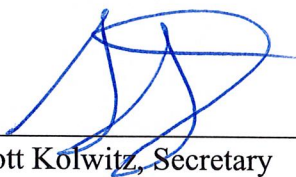
AYES: Commissioner(s): Vice Chair Arruejo; Commissioners Connelly; Lopez; Nash; Sanchez

NOES: Commissioner(s): Chair Chavez Jr.

ABSENT: Commissioner(s): Commissioner Meyer

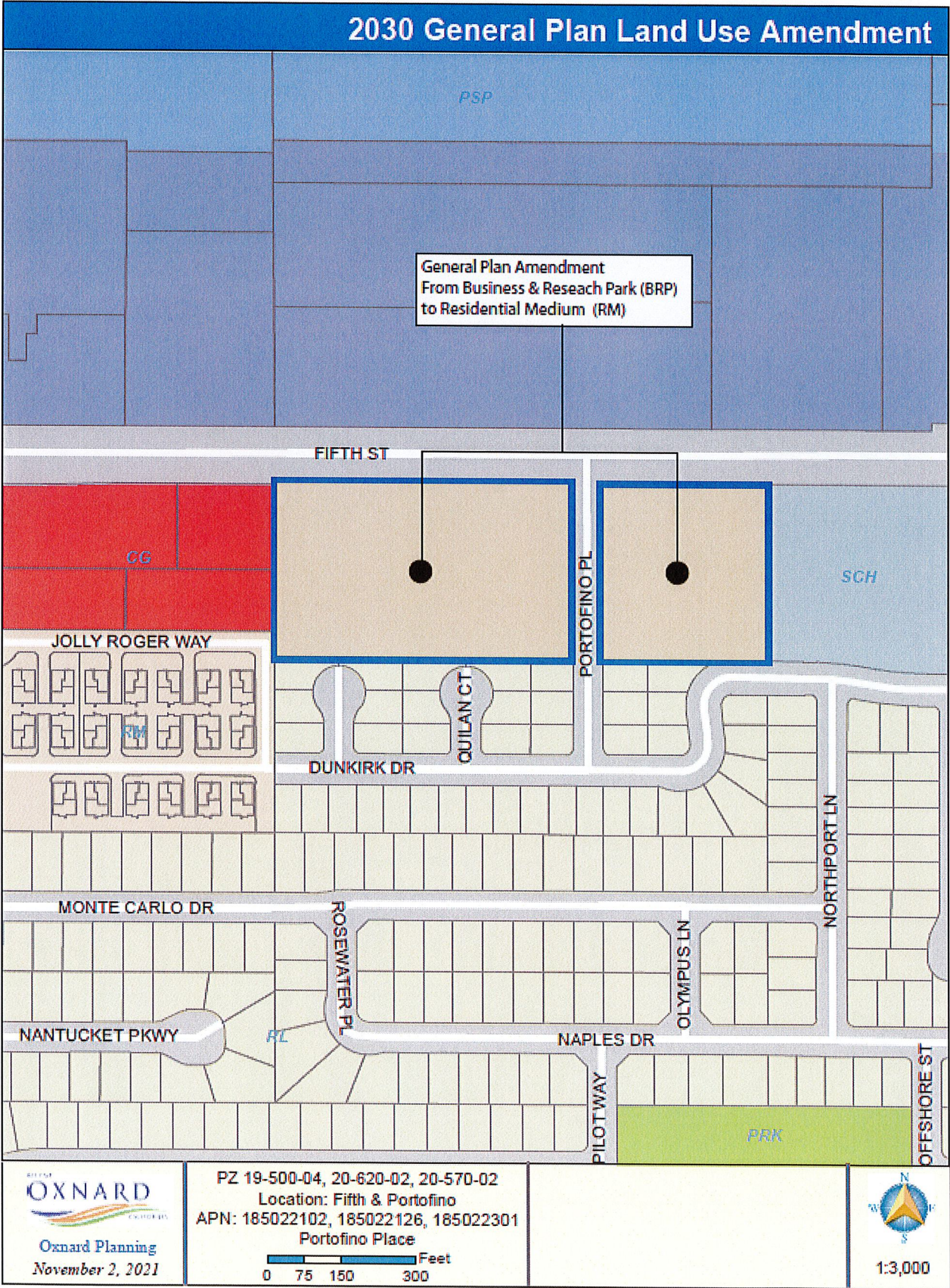
ABSTAIN: Commissioner(s):

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:

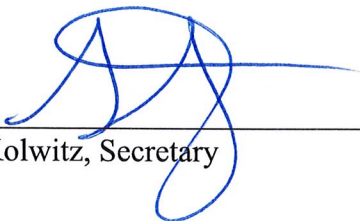
AYES: Commissioner(s): Vice Chair Arruejo; Commissioners Connelly; Lopez; Nash; Sanchez

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:

ATTEST:

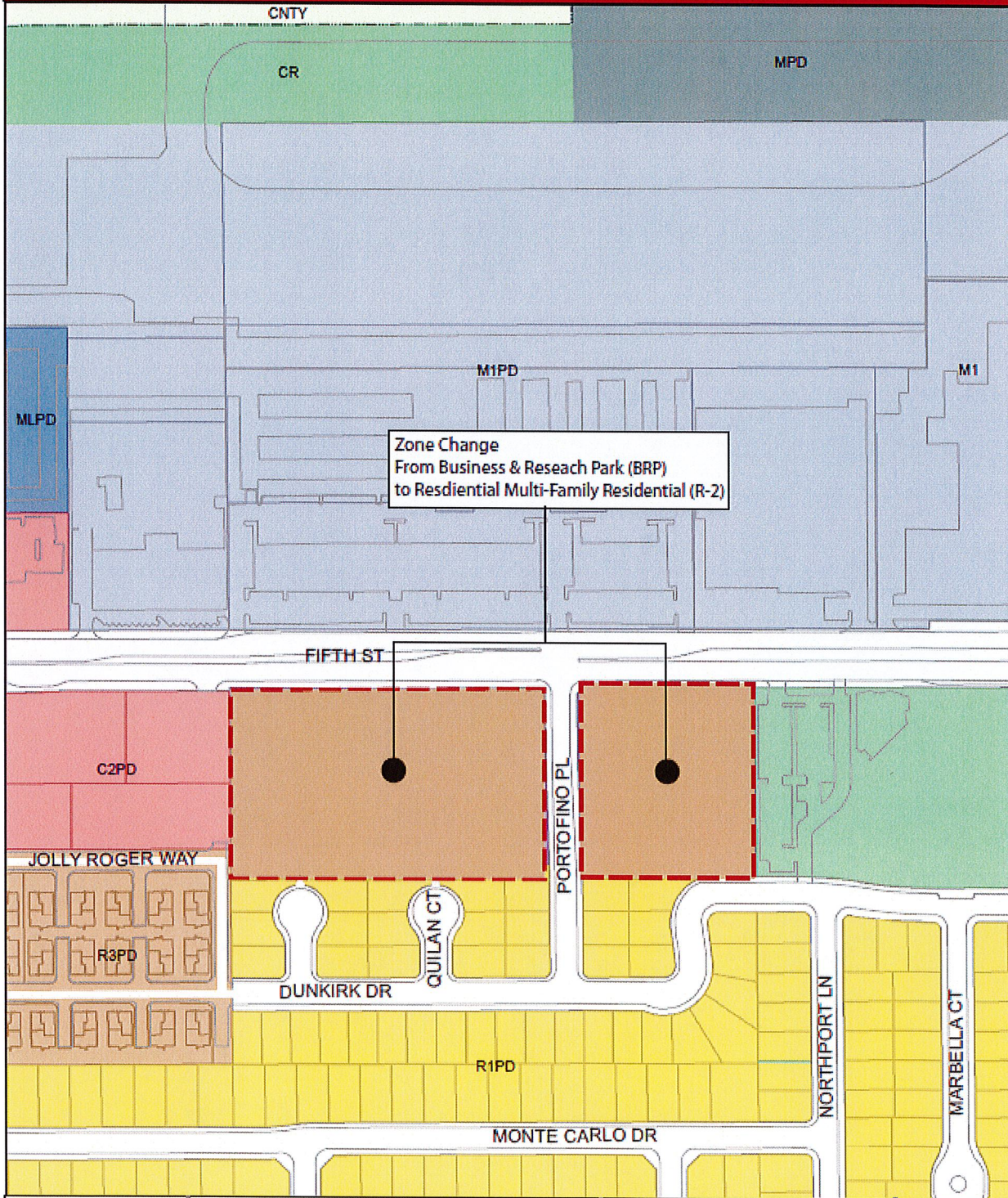
John C. Zaragoza, Mayor

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

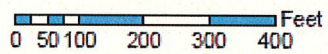
Stephen M. Fischer, City Attorney

Zoning/Specific Plan Map



BY FOR
OXNARD
CALIFORNIA
Oxnard Planning
October 12, 2021

PZ 20-200-18
Location: 613 S C Street
APN: 2020133020



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 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' 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

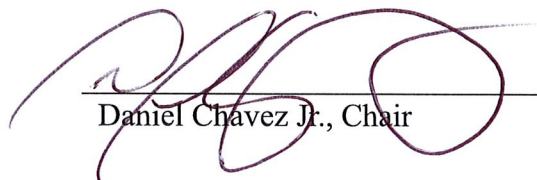
70. Developer shall place existing overhead utility lines on and adjacent to the project underground in accordance with City Code in effect at the time City issues a grading/site improvement permit. The current City Code does not require the placement of lines conducting in more than 33kv underground. 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

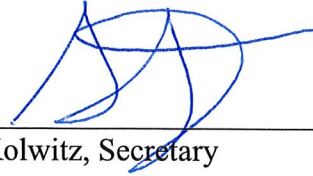
NOES: Commissioner(s): Chair Chavez Jr.

ABSENT: Commissioner(s): Commissioner Meyer

ABSTAIN: Commissioner(s):

*Resolution No. 2021-43- PZ No. 20-300-02[Tentative Subdivision Map #6064]
Planning Commission Hearing Date: November 18, 2021
Page 23 of 23*

RECUSED: Commissioner(s):

A handwritten signature in blue ink, appearing to be "SK", is written above 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
Page 18 of 18

- 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

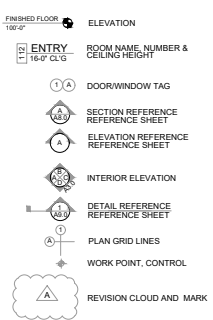
Oxnard, California

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, O=CLOSED)
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
EXSTG	EXISTING	REINF	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	SLIDING DOOR OR WINDOW
FLR	FLOOR	SIM	SIMILAR
FLUOR	FLUORESCENT	S&P	SHELF AND POLE
FND	FOUNDATION	SPEC	SPECIFICATION
FR	FRENCH DOOR	SPKR	SPEAKER
FOS	FACE OF STUD	SQ	SQUARE
FTG	FOOTING	SHW	SHOWER
FT	FOOT	STD	STANDARD
FUR	FURNISHED (ING)	STL	STEEL
FV	FIELD VERIFY	STRUCT	STRUCTURAL
FX	FIXED WINDOW	SV	SQUARE YARD
GA	GAUGE	SVS	SYSTEM
GALV	GALVANIZED	TOB	TOP OF BEAM
GAR	GARAGE OPTIONS	T&G	TONGUE AND GROOVE
GC	GENERAL CONTRACTOR	THK	THICK (NESS)
GI	GALVANIZED IRON	THRES	THRESHOLD
GL	GLASS, GLAZING	TOS	TOP OF SLAB
GL BLK	GLASS BLOCK	TOP	TOP OF PLATE
GYP	GYPSONUM	TRK	TRACK
H	HOLE	TRANS	TRANSOM
HC	HOLLOW CORE	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 RESISTANT
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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ARCHITECTURE
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702-556-1780
EMAIL: JOHN@morellIRD.COM

MECHANICAL, PLUMBING & ELECTRICAL

STRUCTURAL ENGINEER

PROPERTY OWNER
PORTOFINO PLACE LLC

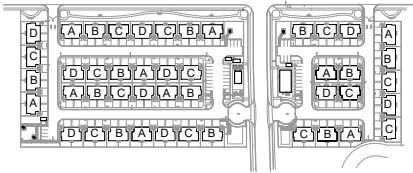
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805-466-7629
EMAIL: CJP@CJPPRO.COM

INDEX OF SHEETS:

CVR	COVER SHEET
CIVIL:	
C 1.0	TENTATIVE MAP
C 2.0	EASEMENTS MAP
C 3.0	UTILITY PLAN
C 4.0	GRADING AND DRAINAGE
C 5.0	DETAILS
C 6.0	DETAILS
ARCHITECTURAL	
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A 1.1	ARCHITECTURAL SITE OVERLAY
A 1.2	ARCHITECTURAL SITE COLOR
A 2.0	PROJECT DATA
A 2.1	SPECIFICATIONS
A 2.2	SPECIFICATIONS
A 2.3	SPECIFICATIONS
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A 3.1	DIMENSIONED FIRST FLOOR PLAN "E"
A 3.2	ELEVATIONS "E"
A 3.3	ROOF AND WINDOW PLAN "E"
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A 5.0	ANNOTATED FIRST FLOOR PLAN "C"
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A 7.0	ANNOTATED FIRST FLOOR PLAN "B"
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A 7.3	ROOF AND WINDOW PLAN "B"
A 8.0	ANNOTATED FIRST FLOOR PLAN "D"
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A 8.2	ELEVATIONS "D"
A 8.3	ROOF AND WINDOW PLAN "D"
A 9.0	SECTIONS
A 9.1	SECTIONS
A 9.2	CONSTRUCTION DETAILS
LANDSCAPE:	
L 1.0	PLANTING PLAN
L 2.0	PLANTING PLAN
L 3.0	PLANTING PLAN



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



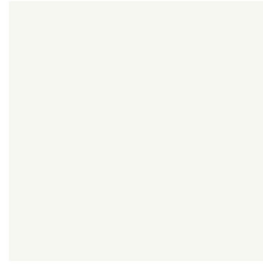








STUCCO & GARAGE:
KELLY MOORE
PASEO VERDE



ACCENT & TRIM:
SHERWIN WILLIAMS
SW7757 HIGH REFLECTIVE WHITE

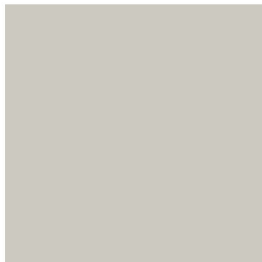


LAMINATE ARCHITECTURAL SHINGLES:
OWENS CORNING
OAKRIDGE SAND CASTLE

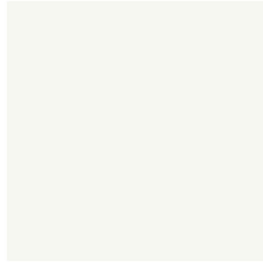


GLAZED PORCELAIN TILE:
LIFEPROOF
EMBER WOOD





STUCCO & GARAGE:
SHERWIN WILLIAMS
SW7015 REPOSE GRAY



ACCENT & TRIM:
SHERWIN WILLIAMS
SW7757 HIGH REFLECTIVE WHITE



LAMINATE ARCHITECTURAL SHINGLES:
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OAKRIDGE DRIFTWOOD

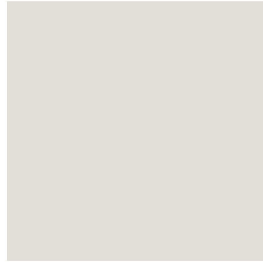


GLAZED PORCELAIN TILE:
LIFEPROOF
SHADOW WOOD





STUCCO & GARAGE:
SHERWIN WILLIAMS
SW7018 DOVETAIL



ACCENT & TRIM:
SHERWIN WILLIAMS
SW7014 EIDER WHITE



LAMINATE ARCHITECTURAL SHINGLES:
OWENS CORNING
OAKRIDGE TEAK

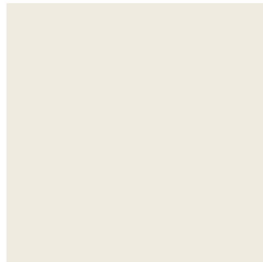


GLAZED PORCELAIN TILE:
LIFEPROOF
PEWTER WOOD





STUCCO & GARAGE:
SHERWIN WILLIAMS
SW 7522 MEADOWLARK



ACCENT & TRIM:
SHERWIN WILLIAMS
SW8917 SHELL WHITE



LAMINATE ARCHITECTURAL SHINGLES:
OWENS CORNING
GRAY

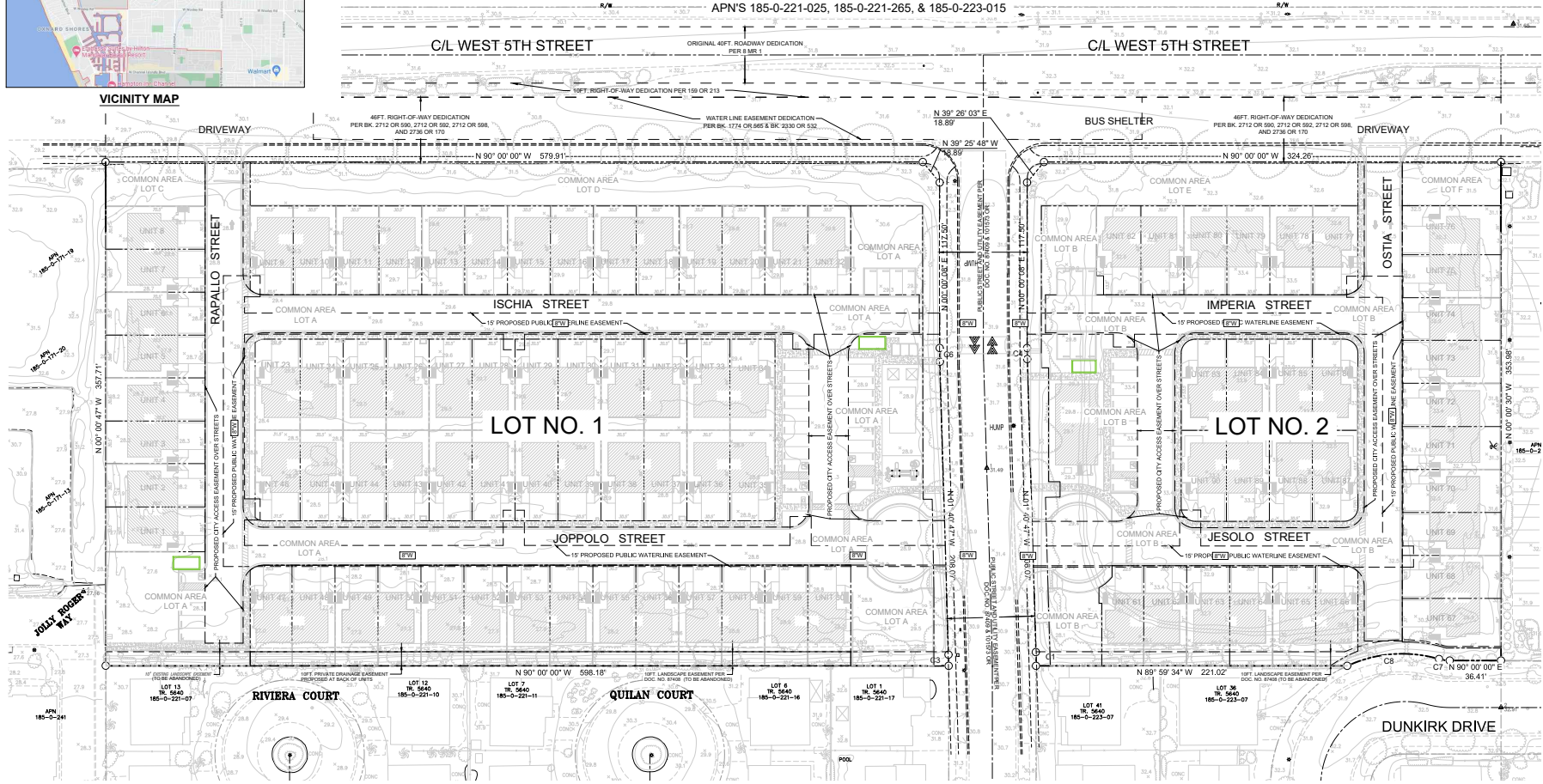


GLAZED PORCELAIN TILE:
LIFEPROOF
COFFEE WOOD



VICINITY MAP

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

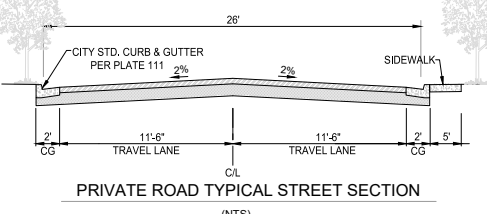


TENTATIVE CONDOMINIUM MAP FOR CONDOMINIUM PURPOSES

CONDOMINIUM PLAN INTENT:

CONDOMINIUM PLAN SHALL INCLUDE INDIVIDUAL UNITS AND COMMON AREA LOTS TO BE OWNED BY THE ASSOCIATION. EACH UNIT SHALL ENCOMPASS A BUILDING UNIT AND LAND AREA AROUND THE UNIT AS SHOWN ON THIS MAP. THE COMMON AREA LOTS ARE CREATED FOR THE COMMON AREA SPACE AROUND THE UNITS, EACH WITH SPECIFIC IMPROVEMENTS AS FOLLOWS:

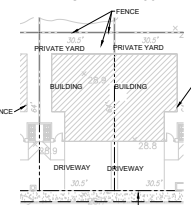
- COMMON UNIT: IMPROVEMENTS INCLUDED WITH TYPICAL UNIT. EACH UNIT WILL INCLUDE THE BUILDING STRUCTURE COMPLETELY. THE YARD AREA WITHIN THE FENCE AND LAND AREA AROUND THE UNIT AS SHOWN ON THIS MAP. THE COMMON AREA LOTS ARE CREATED FOR THE COMMON AREA SPACE AROUND THE UNITS, EACH WITH SPECIFIC IMPROVEMENTS AS FOLLOWS:
- COMMON AREA LOT A: IMPROVEMENTS WITHIN COMMON AREA LOT. ALL THE PRIVATELY OWNED AND MAINTAINED SEWER AND DRAINAGE IMPROVEMENTS ALONG WITH THE PRIVATE ROADS, SIDEWALK, SITE LIGHTS, PARKING AREAS, LANDSCAPING, FENCING, WALLS, GATES, AND COMMUNITY BUILDINGS.
- COMMON AREA LOT B: ALL THE PRIVATELY OWNED AND MAINTAINED SEWER AND DRAINAGE IMPROVEMENTS ALONG WITH THE PRIVATE ROADS, SIDEWALK, SITE LIGHTS, PARKING AREAS, LANDSCAPING, FENCING, WALLS, GATES, AND COMMUNITY BUILDINGS.
- COMMON AREA LOT C: PRIVATELY OWNED AND MAINTAINED LANDSCAPING, FENCING, WALLS, AND GATES FRONTING WEST 5TH STREET.
- COMMON AREA LOT D: PRIVATELY OWNED AND MAINTAINED LANDSCAPING, FENCING, WALLS, AND GATES FRONTING WEST 5TH STREET AND PORTOFINO PLACE.
- COMMON AREA LOT E: PRIVATELY OWNED AND MAINTAINED LANDSCAPING, FENCING, WALLS, AND GATES FRONTING WEST 5TH STREET AND PORTOFINO PLACE.
- COMMON AREA LOT F: PRIVATELY OWNED AND MAINTAINED LANDSCAPING, FENCING, WALLS, AND GATES FRONTING WEST 5TH STREET.



PRIVATE ROAD TYPICAL STREET SECTION

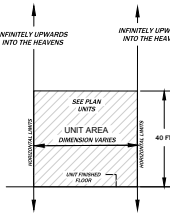
(NTS)

SCALE: 1" = 30'



TYPICAL UNIT LAYOUT

NOTES:
TYPICAL UNIT DIMENSIONS: 31' X 65'
TYPICAL UNIT HEIGHT: 40 FEET FROM UNIT FINISHED FLOOR TO TOP OF UNIT AIRSPACE.
EACH UNIT WILL HAVE SEPARATE UTILITY HOODS FROM THE PRIVATE STREET.



TYPICAL AIR SPACE PLAN

TYPICAL VERTICAL CROSS SECTION OF CONDOMINIUM UNITS

LOT DATA:

TWO LOT CONDOMINIUM MAP
LOT 1 NET AREA: 4.67 ± AC.
LOT 2 NET AREA: 2.72 ± AC.
LOT 1 SUMMARY:
60 UNITS - RESIDENTIAL CONDO
LOT 2 SUMMARY:
30 UNITS - RESIDENTIAL CONDO

LAND USE DATA:

GROSS AREA: 9.164 ± AC.
NET AREA: 7.39 ± AC.
PAVED AREA: 82,085 ± S.F.
EXISTING USE:
VACANT WITH NO IMPROVEMENTS
PROPOSED USE:
RESIDENTIAL CONDOMINIUM
EXISTING ZONE:
BUSINESS & RESEARCH PARK (BRP)
PROPOSED ZONE:
MULTIPLE FAMILY RESIDENTIAL-R-2

CURVE DATA:

CURVE	DELTA	RADIUS
C1	01°42'55"	331.00
C2	01°42'55"	260.00
C3	01°42'55"	260.00
C4	01°42'55"	260.00
C5	01°42'55"	331.00
C6	15°16'07"	27.00
C7	01°42'55"	93.00

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 WAYNO NO. PZ 04-30618, AS RECORDED ON FEBRUARY 25, 2005, AS PART OF THE LAND REFERRED TO HEREIN BELOW IS SITUATED 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 REFERRED TO HEREIN BELOW AS RESERVED IN THE DEED FROM HELEN UNDERHILL, ET AL., RECORDED SEPTEMBER 3, 1999 AS INSTRUMENT NO. 3423 IN BOOK 1754, PAGE 574 OF OFFICIAL RECORDS.

BY DEED RECORDED MAY 29, 1960 IN BOOK 230, PAGES 512, 519 AND 522 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 OUTCUT DEED RECORDED MARCH 12, 1964 IN BOOK 246, PAGE 215 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.

LEGEND:

- PROJECT BOUNDARY LINE AND UNIT LINE
- EASEMENT LINE



CLIENT

PROJECT TITLE
PORTOFINO PLACE TOWNHOMES
PORTOFINO PL. & WEST 5TH STREET
OXNARD, CALIFORNIA

SHEET TITLE
TENTATIVE CONDOMINIUM MAP

DATE	BY	CHK
12/01/21	MT	RF

DRAWN/CHK BY: MT / RF

DATE: 12/01/21

JOB NO.: 2007.001

SHEET NUMBER

1 OF 6

SCALE: 1" = 30'

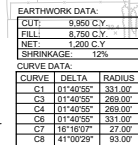


SHEET TITLE
 TENTATIVE
 CONDOMINIUM
 MAP





PORTOFINO PL. &
WEST 5TH STREET
OXNARD, CALIFORNIA

PRELIMINARY
GRADING &
DRAINAGE
PLAN[illegible]

SCALE: 1"= 30'



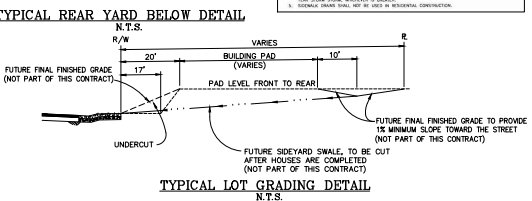
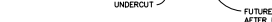
SECTION C-C

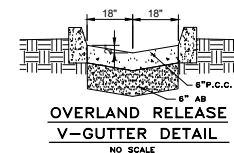
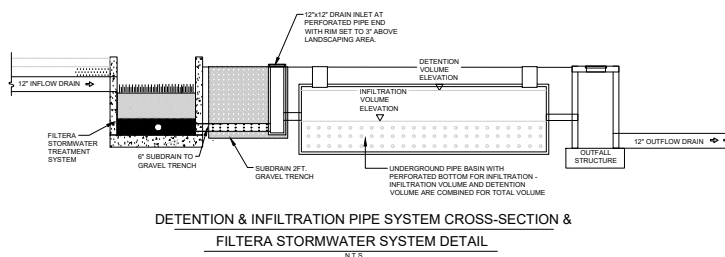
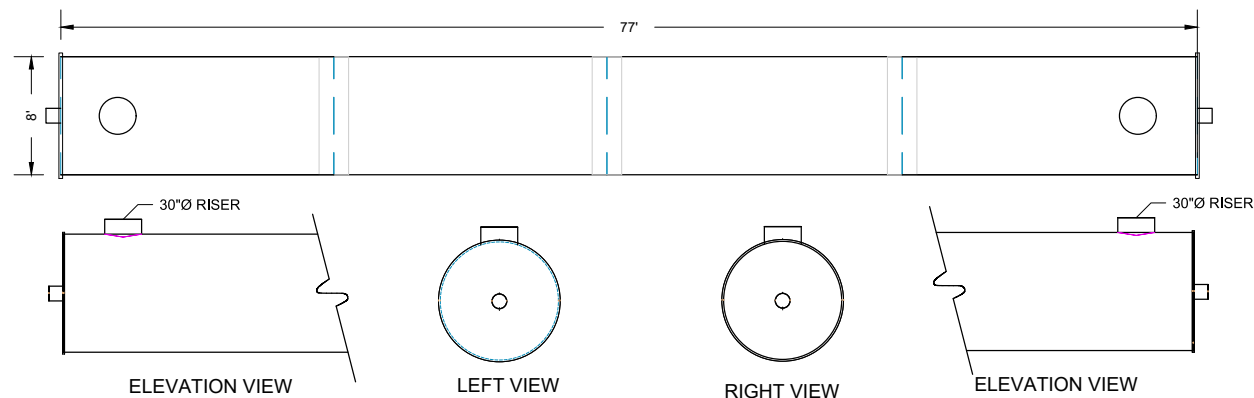
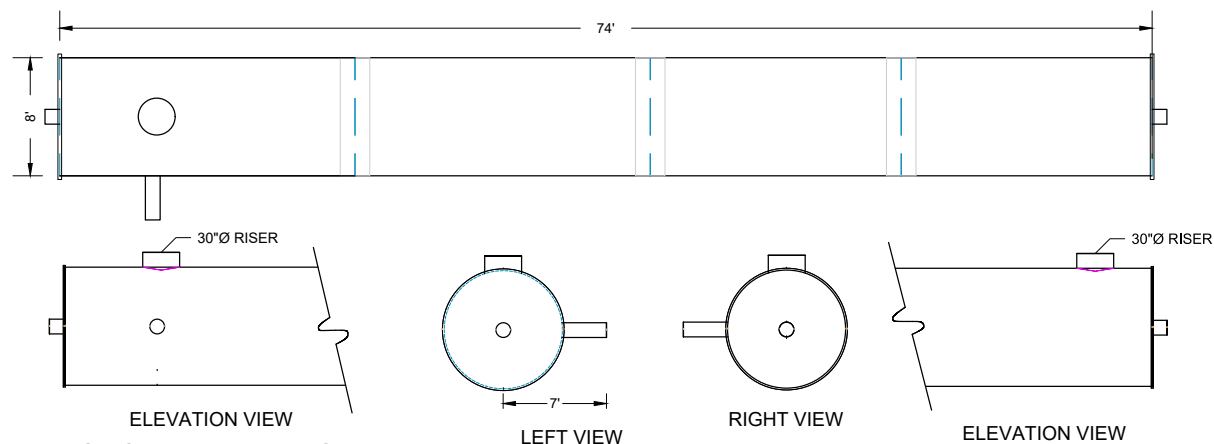
DETENTION BASIN DATA:		N.T.S.
BASIN	DETENTION VOLUME (REQUIRED)	VOLUME (PROVIDED)
1	2,913 C.F.	3,130 C.F.
2	3,386 C.F.	3,444 C.F.
3	3,298 C.F.	3,323 C.F.



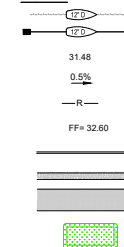
PROPOSED DETENTION BASIN

PROPOSED RETENTION POND





LEGEND:



EXISTING DRAIN LINE
NEW DRAIN INLET ON
NEW DRAIN LINE
PROPOSED GUTTER
FLOWLINE GRADE
PROPOSED STREET
GUTTER SLOPE
PROPOSED GRADING
RIDGE
PROPOSED UNIT
FINISHED FLOOR ELEVATION
PROPOSED CURB&GUTTER
PER CITY PLATE 111
PROPOSED SIDEWALK
PROPOSED PRIVATE
STREET ASPHALT
PROPOSED DETENTION BASIN

[illegible]

CLIENT

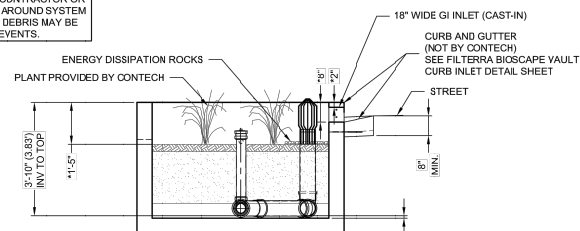
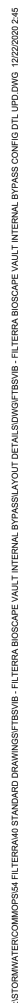
PROJECT TITLE
PORTOFINO PLACE
TOWNHOMES

PORTOFINO PL. &
WEST 5TH STREET
OXNARD, CALIFORNIA

SHEET TITLE

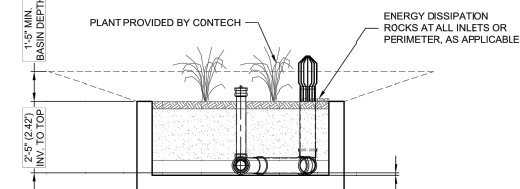
**TENTATIVE
CONDOMINIUM
MAP**

PRELIMINARY
BASIN
DETAILED
GRADING
PLANS

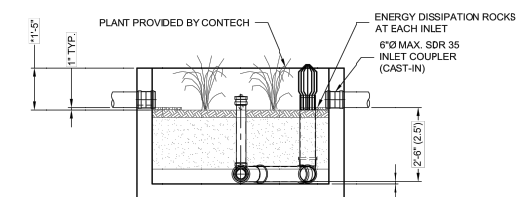


SECTION A-A

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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FILTERRA BIOSCAPE VAULT INTERNAL BYPASS (FTBSVIB) CONFIGURATION DETAIL



CLIENT

PROJECT TITLE
PORTOFINO PLACE
TOWNHOMES

PORTOFINO PL. &
WEST 5TH STREET
OXNARD, CALIFORNIA

SHEET TITLE

TENTATIVE
CONDOMINIUM
MAP

FILTERRA TREATMENT SIZING & DETAILS

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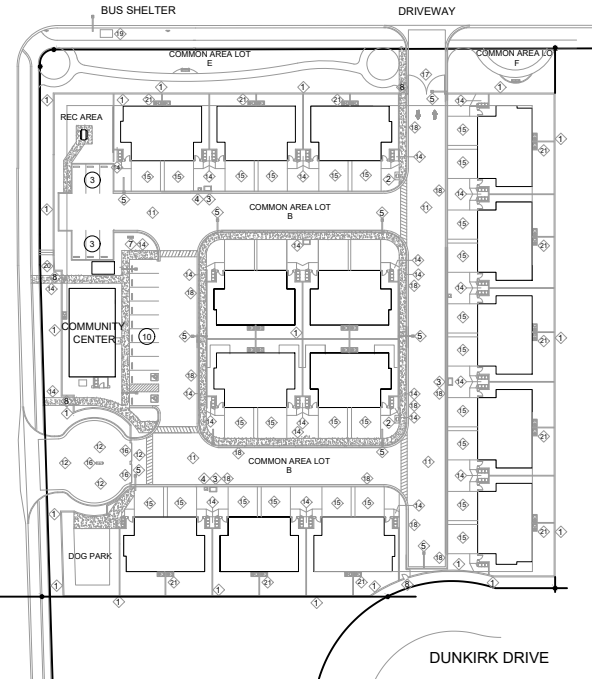
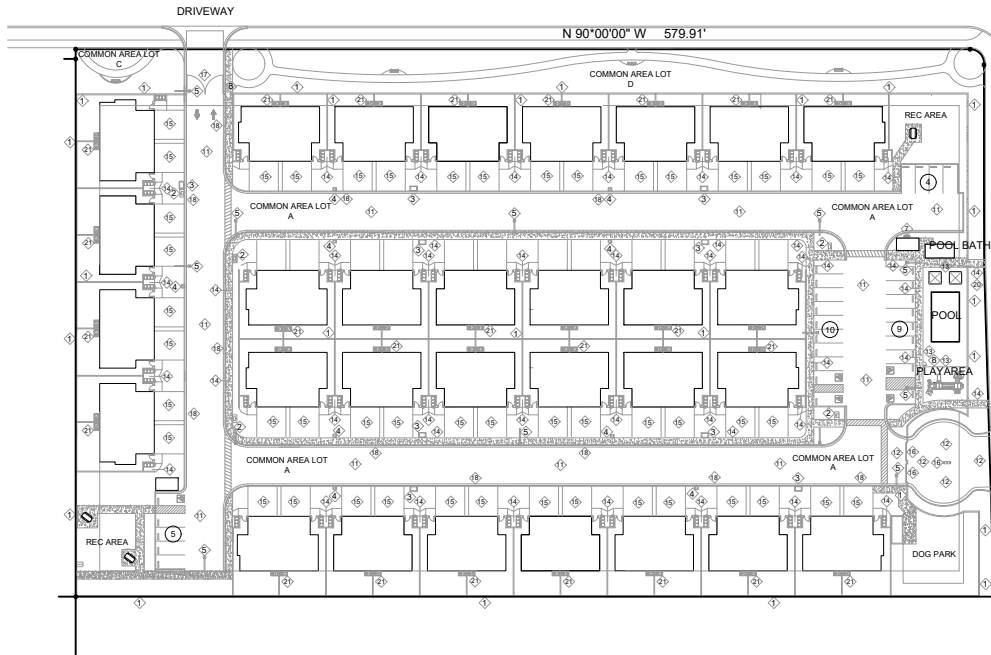
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JOB NO.: 2007.001

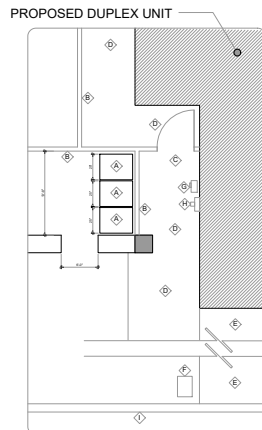
SHEET NUMBER

C/L WEST 5TH STREET

C/L WEST 5TH STREET



TYPICAL UNIT UTILITIES



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. 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.

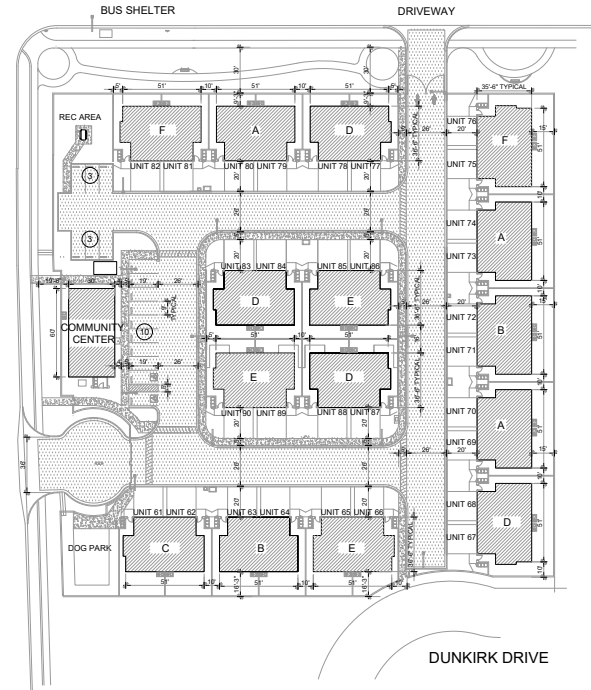
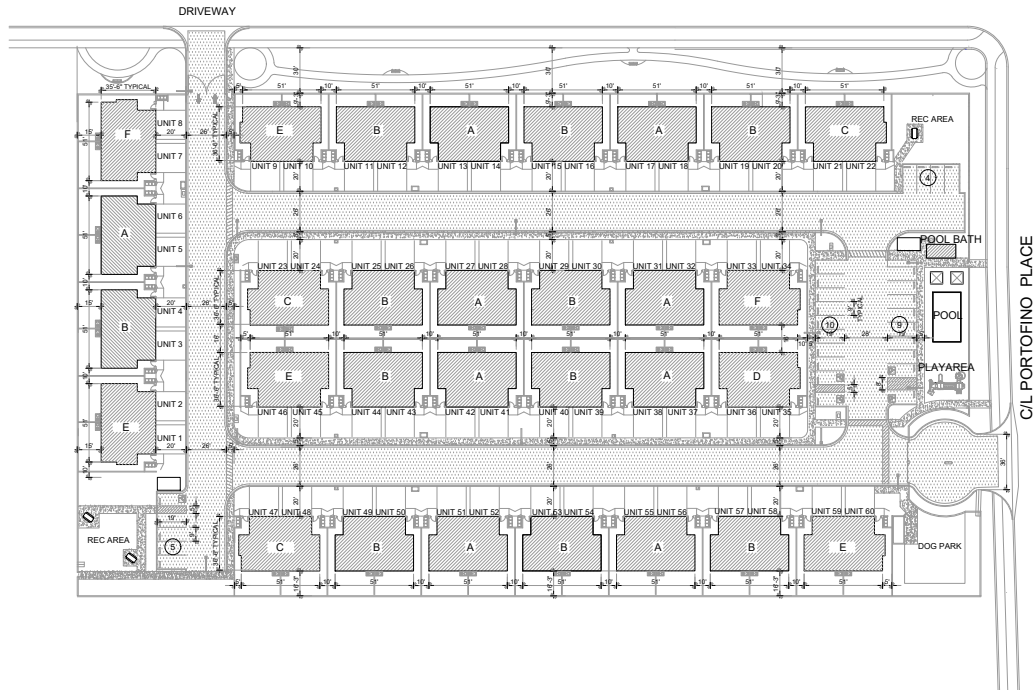
DATE: 4/28/21
ADDRESS: TBD
OXNARD, CA

SITE PLAN
PORTOFINO PL. & FIFTH STREET, OXNARD CA

SHEET NUMBER
A 1.0

C/L WEST 5TH STREET

C/L WEST 5TH STREET



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:	TOTAL SPACES REQUIRED:
404	244
	(4.5 SPACES PER UNIT)

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	QUANTITY	
3BR/2BR	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

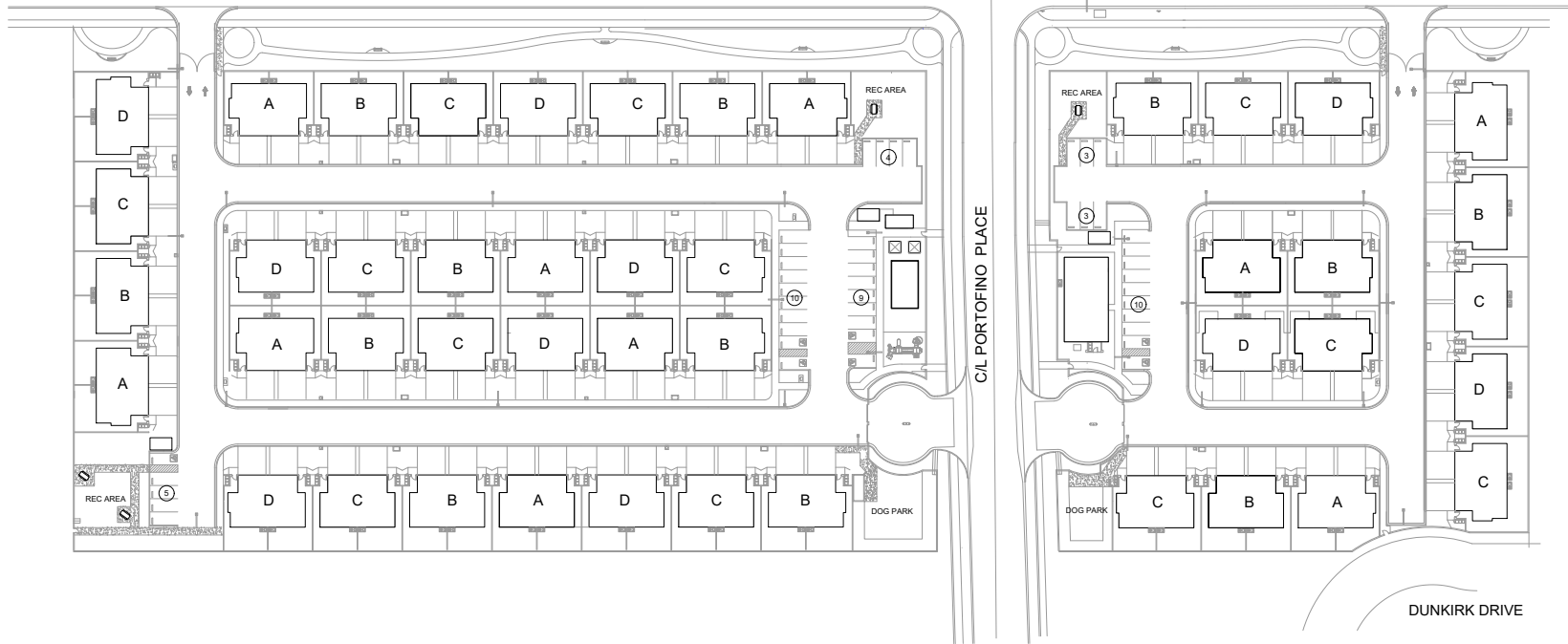
DATE: 4/28/21
ADDRESS: 160
OXNARD, CA

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



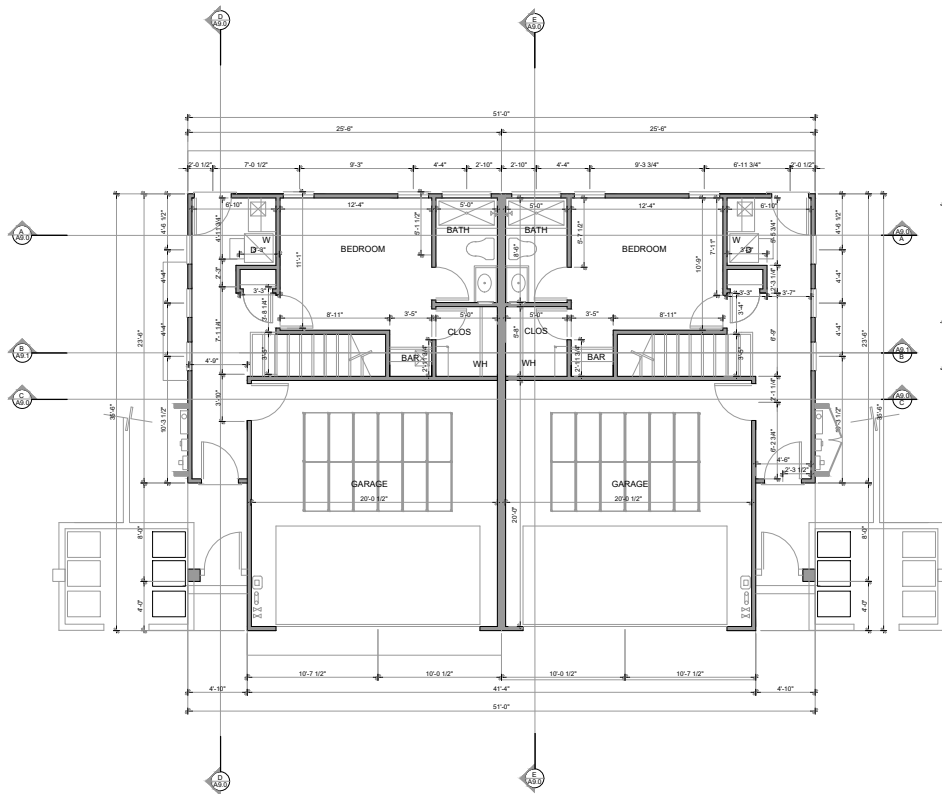
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ADDRESS: TBD
OXNARD, CA

SITE COLOR
PORTOFINO PL. & FIFTH STREET, OXNARD CA

SHEET NUMBER
A 1.2

DOCUMENT 00100 INSTRUCTIONS TO BIDDERS			
PART 1 - GENERAL	1.01 INVITATION	1.2 INSPECTION AND TESTING LABORATORY SERVICES	2.03 MORTAR MIXING
	1.1 Bid Submission:	A. Owner will appoint and employ services of an independent firm to perform inspection and testing.	A. Thoroughly mix mortar ingredients in quantities needed for immediate use in accordance with ASTM C270.
	2. Bids signed and under seal, executed, and dated to be received by the Owner/Contractor.	B. The independent firm will perform inspections, tests, and other services as required.	B. Do not use anti-freeze compounds to lower the freezing point of mortar.
	3. Bids will be opened publicly.	C. Cooperate with independent firms, furnish samples and access to work as required.	2.04 Grout Mixes
	4. 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.	D. Releasing required because of non-conformance to specified requirements will be charged to the subcontractor.	A. Thoroughly mix mortar ingredients in quantities needed for immediate use in accordance with ASTM C476 Coarse grout.
	1.02 BID DOCUMENTS AND CONTRACT DOCUMENTS	1.3 TEMPORARY SANITARY FACILITIES (By Contractor)	B. Do not use anti-freeze compounds to lower the freezing point of grout.
	A. Definitions:	A. Provide and maintain required facilities and enclosures.	2.05 Grout Mixing
	1. Bid Documents: Defined in AIA A201 1987 Edition Article 1 including issued Addenda.	B. Maintain in clean and sanitary condition.	A. Install mortar and grout in accordance with manufacturer's instructions.
	2. Bid Offer, or Bidding: Act of submitting an offer under seal.	C. Toilet facilities shall be connected to sewer, or an approved chemical type complying with all local codes and regulations.	B. Work grout into masonry cores and cavities to eliminate voids. Do not displace reinforcement.
	3. Bid sum: Monetary sums identified by the Bidder.	1.4 BARRIERS AND FENCING (By Contractor)	
1.03 SITE ASSESSMENT	4. Availability:	A. Provide fencing to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage.	
	1. Bid Documents may be obtained at the Office of the Owner/Contractor.	B. Construction: Commercial grade chain link fence, new or used.	
	2. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license for other purposes.	C. Provide 6 ft. high fence around construction site, equip with vehicular and pedestrian gates with locks.	
	3. Examination:	1.5 PROTECTION OF INSTALLED WORK (By Contractor)	
	1. Bid Documents are on display at the Owner's office.	A. Protect installed work and provide special protection where specified in individual specification sections.	
	2. Upon receipt of Bid Documents verify that documents are complete. Notify the Architect should the documents be more than 20 days prior to submitting bid.	B. Prohibit traffic or storage upon waterprotected or roofed surfaces.	
	3. Immediately notify the Architect upon finding discrepancies or omissions in the Bid Documents.	1.6 SECURITY (By Contractor)	
	4. Direct questions to the Architect.	A. Provide security facilities to protect Work.	
	5. Addenda may be issued during the Bidding Period. All Addenda become part of the Contract Documents. Include resultant costs in the Bid Sum.	1.7 PROJECT IDENTIFICATION	
	6. Verbal answers are not binding on any party.	A. Provided by Owner/Contractor.	
1.04 QUALIFICATIONS	7. 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.	1.8 FIELD OFFICES AND SHEDS	
	8. 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.	A. Office: Weather-tight, with lighting, electrical outlets, heating cooling and ventilating equipment, and equipped with sturdy furniture and drawing display table.	
	9. Product/Systems Substitutions:	1.9 REMOVAL OF UTILITIES, FACILITIES AND CONTENTS	
	1. Product/Systems will be considered only if approved by Owner.	A. Remove temporary above grade or buried utilities, equipment, fixtures, and systems forming the work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work.	
	2. Provide products as specified unless substitutions are submitted in this manner and subsequently accepted.	B. Clean and repair damage caused by installation or use of temporary work.	
		C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.	
		1.20 PRODUCTS	
		A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work.	
		B. Use interchangeable components of the same manufacture for similar components.	
		1.21 STARTING SYSTEMS	
1.05 BID SUBMISSION	A. Subcontractors/Suppliers/Other:	A. Provide seven (7) days notification to Architect/Owner and independent testing firm prior to start-up of each item.	
	1. The Owner reserves the right to reject a proposed subcontractor / suppliers/offers for reasonable cause.	B. Ensure that each piece of equipment or system is ready for operation.	
	2. The Owner reserves the right to reject a proposed subcontractor / suppliers/offers for reasonable cause.	C. Execute start-up under supervision of responsible persons in accordance with manufacturer's instructions.	
	3. The Owner reserves the right to reject a proposed subcontractor / suppliers/offers for reasonable cause.	D. Submit a written report that equipment or system has been properly installed and is functioning correctly.	
	4. The Owner reserves the right to reject a proposed subcontractor / suppliers/offers for reasonable cause.	1.22 DEMONSTRATION AND INSTRUCTIONS	
	5. The Owner reserves the right to reject a proposed subcontractor / suppliers/offers for reasonable cause.	A. Demonstrate operation and maintenance of Products to Owner's personnel two weeks prior to date of final inspection.	
	6. The Owner reserves the right to reject a proposed subcontractor / suppliers/offers for reasonable cause.	B. For equipment or systems requiring seasonal operation, perform demonstrations for other season with nine (9) month advance notice.	
	7. The Owner reserves the right to reject a proposed subcontractor / suppliers/offers for reasonable cause.	C. Continuously seal joint members by continuous welds.	
	8. The Owner reserves the right to reject a proposed subcontractor / suppliers/offers for reasonable cause.	D. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt.	
	9. The Owner reserves the right to reject a proposed subcontractor / suppliers/offers for reasonable cause.	E. Exposed Mechanical Fasteners: Flush countersink screws or bolts, unobtusively filed, flush, and hairline. Erase exposed edges to seal uniform finish.	
1.06 BID INELIGIBILITY	A. 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.	F. Supply components required for anchorage of fabrications. Fabricate anchors and related connection with design of component, except where specifically notified otherwise. Components of same material and finish fabricating fabrication, except where specifically notified otherwise.	
	B. In the event that any conflict is discovered between actual conditions existing on site and conditions described or indicated on drawings or in then 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 produce the finished results indicated on drawings and specified herein without claim for additional compensation from the Owner.	G. Field verified required dimensions prior to fabrication.	
	C. The bidder 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.	2.02 FINISHES	
	D. The bidder 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.	A. Clean surfaces of rust, scale, grease, and foreign matter prior to finishing.	
	E. The bidder 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.	B. Do not prime surfaces in direct contact with concrete or where field welding is required.	
	F. The bidder 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.	C. Prime paint items with two coats.	
	G. The bidder 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.	D. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.	
	H. The bidder 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.	1.25 FINAL CLEANING	
	I. The bidder 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.	A. Execute final cleaning prior to final inspection.	
	J. The bidder 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.	B. Clean interior and exterior glass and surfaces exposed to view, remove temporary items, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.	
1.07 OFFER ACCEPTANCE / REJECTION	A. Question of offer:	C. Clean debris from site, rubble, and rubbish systems.	
	1. Bids shall remain open to acceptance and shall be irrevocable for a period of thirty (30) days after the bid date.	D. Remove waste and surplus materials, rubbish, and construction materials from the site.	
	2. 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.	1.26 ADJUSTING	
	3. 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.	A. Adjust operating products and equipment to ensure smooth and unobstructed operation.	
	4. 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.	1.27 PROJECT RECORD DOCUMENTS	
	5. 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.	A. Maintain on site, one set of the following record documents record actual revisions to the Work.	
	6. 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.	1. Contract Data drawings.	
	7. 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.	2. Specifications.	
	8. 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.	3. Addenda.	
	9. 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.	4. Change orders and other Modifications to the Contract.	
1.08 ACCEPTANCE OF OFFER	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.	5. Reviewed shop drawings, product data, and samples.	
	B. Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate work having interdependent responsibilities for installing, connecting to, and placing in service such equipment.	6. Store Record Documents separate from documents used for construction.	
	1.09 CUTTING AND PATCHING	7. Record information document with construction progress.	
	A. Employ experienced installer to perform cutting and patching new Work +/- restore Work with new Products.	8. Specifications: Legally mark and record at each Product section description of actual products installed, including the following:	
	B. Submit written request in advance of cutting or altering structural or building enclosure elements.	1. Manufacturer's name and product model and number.	
	C. Fit Work tight to adjacent elements. Maintain integrity of wall, ceiling, or floor construction +/- completely seal voids.	2. Measured depths of foundations in relation to finish first floor datum.	
	D. Fresh surfaces to match existing finishes.	3. Measured horizontal and vertical locations of underground utilities and appurtenances - reference to permanent surface improvements.	
	1.04 CONVENIENCES (As required by Owner)	4. Measured location of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.	
	1.05 SUBMITTAL PROCEDURES (As required by Owner)	5. Field changes of dimensions and detail.	
	1.06 SHOP DRAWINGS (As required by Owner)	6. Details not on original Contract Drawings.	
1.07 PRODUCT DATA	A. Submit the number of copies which the Owner requires.	7. Delete Architect/Engineer title block and seal from all documents.	
	B. Mark each copy to identify applicable products, models, options, and other data.	8. Submit documents to Owner/Contractor with claim for final Application for Payment.	
	C. Supplement manufacturers' standard data to provide information unique to this project.	1.28 OPERATION AND MAINTENANCE DATA	
	D. Submit samples to illustrate functional and aesthetic characteristics of the Product.	A. Submit low value prior to final inspection, brand in B12 x 11 inch text faces, three D size mix capacity expansion binder with durable plastic covers.	
	E. Submit samples of finishes from the full range of manufacturer's standard colors textures, and patterns.	B. Prepare binding cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS" and list of page.	
	F. Submit samples of finishes from the full range of manufacturer's standard colors textures, and patterns.	C. Internally subdivide the binder contents with permanent page numbers, logically organized, with tab listing clearly printed under permanent laminated plastic tabs.	
	G. Submit samples of finishes from the full range of manufacturer's standard colors textures, and patterns.	D. Contents:	
	H. Submit samples of finishes from the full range of manufacturer's standard colors textures, and patterns.	1. Directory, listing names, addresses, and telephone numbers of Contractor, Subcontractors, and major equipment suppliers.	
	I. Submit samples of finishes from the full range of manufacturer's standard colors textures, and patterns.	2. Operation and maintenance instructions, arranged by system.	
	J. Submit samples of finishes from the full range of manufacturer's standard colors textures, and patterns.	3. Project documents and certificates.	
1.09 MANUFACTURERS' INSTRUCTIONS	A. When specified in individual specification Sections submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.	1.30 SPARE PARTS AND MAINTENANCE MATERIALS	
	B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and test affidavits as appropriate.	A. Provide Products, spare parts, maintenance and extra materials in quantities specified for individual specification sections.	
	1.10 MANUFACTURER'S CERTIFICATES		
	A. Submit manufacturers' certificates to Architect/Engineer for review, in quantities specified for Product Data.		
	B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and test affidavits as appropriate.		
	1.11 QUALITY ASSURANCE		
	A. Monitor quality control over suppliers, manufacturer's products, services, site conditions, and workmanship, to produce Work of specified quality.		
	B. Comply fully with manufacturer's instructions, including each step in sequence.		
	C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.		
	D. Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate work having interdependent responsibilities for installing, connecting to, and placing in service such equipment.		
1.12 QUALITY ASSURANCE	E. Perform work by persons qualified and experienced to produce workmanship of specified quality.		
	F. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical disturbance or disfigurement, and match surrounding finishes.		
	G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical disturbance or disfigurement, and match surrounding finishes.		
	H. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical disturbance or disfigurement, and match surrounding finishes.		
	I. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical disturbance or disfigurement, and match surrounding finishes.		
	J. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical disturbance or disfigurement, and match surrounding finishes.		
	K. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical disturbance or disfigurement, and match surrounding finishes.		
	L. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical disturbance or disfigurement, and match surrounding finishes.		
	M. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical disturbance or disfigurement, and match surrounding finishes.		
	N. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical disturbance or disfigurement, and match surrounding finishes.		
1.13 QUALITY ASSURANCE	A. Monitor quality control over suppliers, manufacturer's products, services, site conditions, and workmanship, to produce Work of specified quality.		
	B. Comply fully with manufacturer's instructions, including each step in sequence.		
	C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.		
	D. Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate work having interdependent responsibilities for installing, connecting to, and placing in service such equipment.		
	E. Perform work by persons qualified and experienced to produce workmanship of specified quality.		
	F. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical disturbance or disfigurement, and match surrounding finishes.		
	G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical disturbance or disfigurement, and match surrounding finishes.		
	H. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical disturbance or disfigurement, and match surrounding finishes.		
	I. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical disturbance or disfigurement, and match surrounding finishes.		
	J. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical disturbance or disfigurement, and match surrounding finishes.		

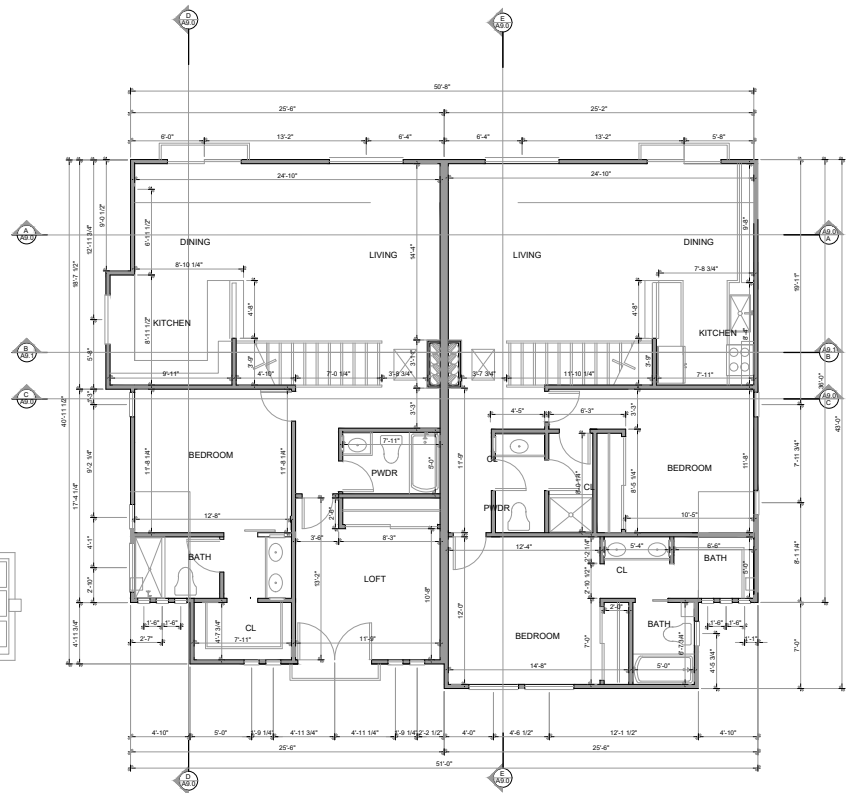
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 ADDRESS: 1000
 OXNARD, CA
 SPECIFICATIONS
 PORTOFINO PL. & FIFTH STREET, OXNARD CA



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"

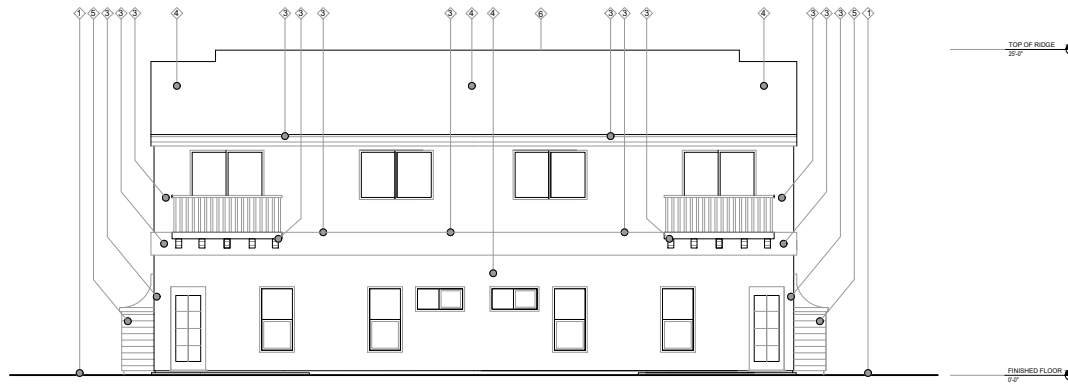
UNIT A
FF LIVING: 419 SF
SF LIVING: 1040 SF
TOTAL: 1459 SF

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

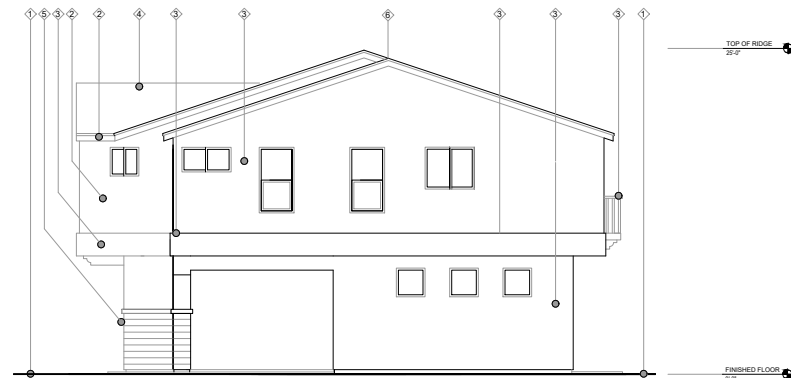
SHEET NUMBER
A 3.1



REAR ELEVATION "E"



LEFT SIDE ELEVATION "E"

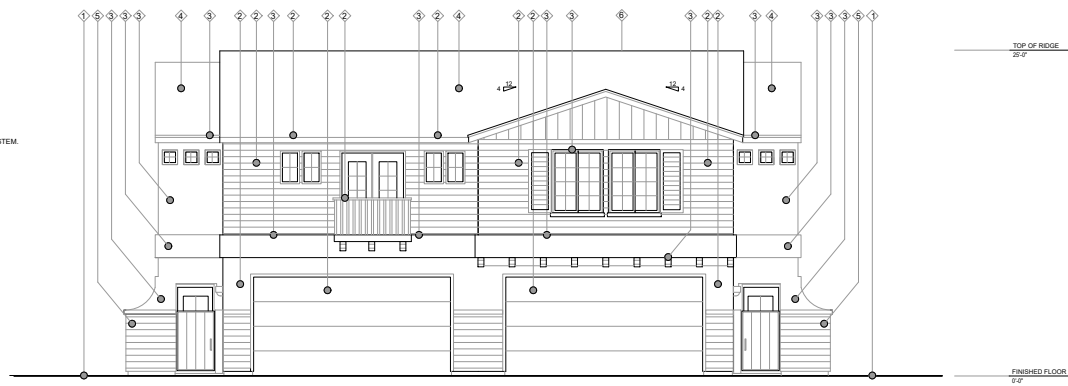


RIGHT SIDE ELEVATION "E"

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, FOAM 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

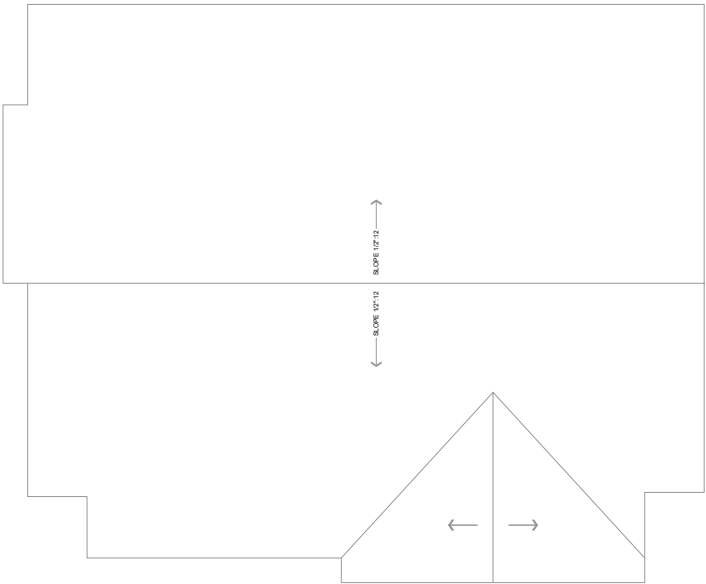
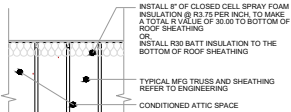
SHEET NUMBER
A 3.2

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 ECHES MIN 6" ALL UNDER DRAIN. G.I. CAP w/ MIN 2" LAP OVER RIDGE. 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.



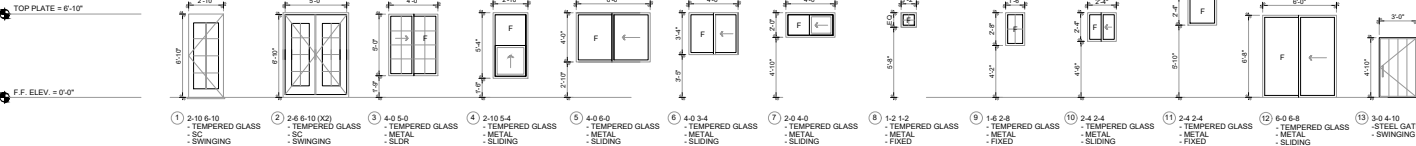
ROOF PLAN "E"

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 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

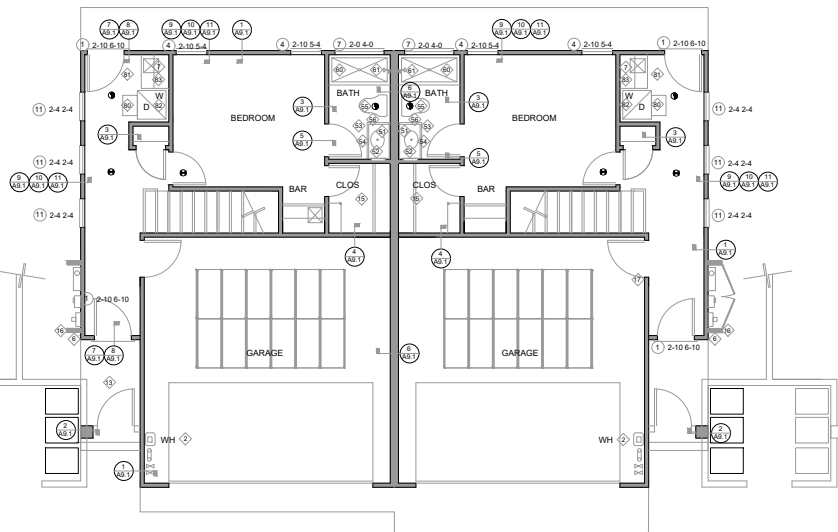


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ADDRESS: TBD
OXNARD, CA

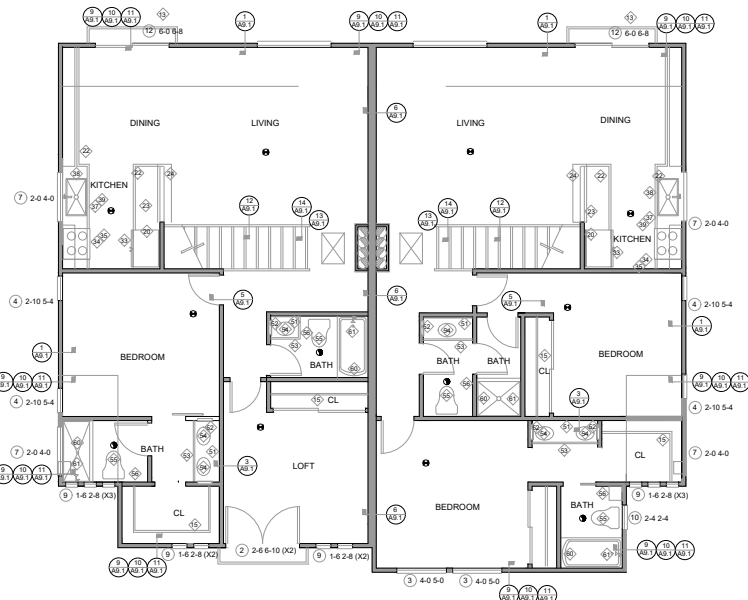
ROOF PLAN "E"
PORTOFINO PL. & FIFTH STREET, OXNARD CA

SHEET NUMBER
A 3.3

2. ALL WOOD SHALL BE AT LEAST 10% OR LESS MOISTURE CONTENT PRIOR TO COVERING
3. ALL WOOD IN CONTACT WITH CONCRETE SHALL BE RMD OR PRESSURE TREATED
4. INSTALL ALL WOOD JOINTS AND CONNECTIONS TO BE PROTECTED WITH AN RMD OR WOOD OF NATURAL RESISTANCE TO DECAY SUCH AS REDWOOD OR CEDAR
5. PRESERVE THE EXISTING WOOD WHERE POSSIBLE
6. EACH PIECE OF WOOD FRAMING SHALL BE GRADED TO THE GRADE OF THE WOOD SPECIES (SEE GRADE)
7. EACH PIECE OF WOOD FRAMING SHALL BE GRADED TO THE GRADE OF THE WOOD SPECIES (SEE GRADE)
8. ALL WOOD JOINTS AND CONNECTIONS SHALL BE FILLED WITH NAULS PER THE MFG. INSTRUCTIONS AND THE ENGINEER'S REQUIREMENTS
9. ALL FASTENING SHALL BE 1/2" DIA. OR LARGER, 3" LONG, STEEL, ANCHOR BOLT, EMBEDDED IN CONCRETE
10. ALL HOLES SHALL BE CLEANED, TEMPERATURE, HUMIDITY AND SETTING WORKING TIMES
11. ADDRESS ALL HOLES, CRACKS, AND DEFECTS IN THE EXISTING CONCRETE SURFACE AND RECOMMENDATIONS REQUIRED, BUT NOT LIMITED TO, INSTRUCTIONS FOR:
12. REPAIRS TO CRACKS AND DEFECTS IN THE EXISTING CONCRETE SURFACE AREAS FROM DAMAGE WITHIN 1/8" (254 CM) OR (1/4") INSTALLED HORIZONTAL OVER THOSE AREAS
13. WHEN POSSIBLE NO PINS, STOPS, TEMPORARY NAILS TO BE EMBEDDED INTO CONCRETE SURFACE
14. USE NOTED DIMENSIONS RATHER THAN "SCALY" DIMENSIONS
15. IF DIMENSIONS ARE NOT NOTED, THE CONTRACTOR SHALL BE REQUIRED SUBMITTALLY FOR CLARIFICATION
16. ALL WOOD JOINTS AND CONNECTIONS SHALL BE FILLED WITH NAULS PER THE MFG. INSTRUCTIONS AND THE ENGINEER'S REQUIREMENTS



UNIT A	UNIT B
FF LIVING: 419 SF	FF LIVING: 419 SF
GARAGE : 426 SF	GARAGE : 426 SF
<u>TOTAL: 845 SF</u>	<u>TOTAL: 845 SF</u>



UNIT A	UNIT B
FF LIVING: 419 SF	FF LIVING: 419 SF
SF LIVING: 1023 SF	SF LIVING: 1062 SF
<u>TOTAL: 1442 SF</u>	<u>TOTAL: 1481 SF</u>

GENERAL NOTES

1. GAS FIRED ON DEMAND WATER HEATER, KOTI-20-4000
2. A.C. SMITH SIGNATURE, INGRESS PROOF GAS VALVE 100,000 BTU NATURAL GAS OR AS SPECIFIED BY THE MECHANICAL ENGINEER
3. PROVIDE ALL NECESSARY CONNECTIONS TO THE GAS PIPING. ALL INSPECTIONS INSTALLATION SPECIFICATIONS AND OPERATOR/OWNER MANUALS
4. FANLESS 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 WIRELESS BRADLEY 1100 HOSE BOX OR EQUAL
9. PROVIDE 1/2" X 1/4" INSTALL DRYER VENT EXHAUST DUCT SYSTEM (MAX 14" LENGTH INCLUDING IN-UNIT) DEGREE BENDS, EQUAL
10. PROVIDE 1/2" X 1/4" INSTALL DRYER VENT EXHAUST DUCT SYSTEM (MAX 14" LENGTH INCLUDING IN-UNIT) DEGREE BENDS, EQUAL
11. WHERE B'S SHOWN, PROVIDE MECHANICAL CARBON DETECTOR
12. INSTALL KIDDE SMOKE/CO DUEL DETECTOR NIOSCOMBA OR EQUAL
13. PROVIDE 1/2" X 1/4" INSTALL DRYER VENT EXHAUST DUCT SYSTEM (MAX 14" LENGTH INCLUDING IN-UNIT) DEGREE BENDS, EQUAL
14. OUTSIDE EACH SLEEPING ROOM IN THE IMMEDIATE VICINITY OF
15. ON EACH ADDITIONAL FLOOR OF THE DWELLING,
16. PROVIDE ONE DETECTOR. DETECTORS SHALL BE INSTALLED IN ALL AREAS TO BE OCCUPIED IN A MANNER THAT IF THE ACTIVATION OF ONE ALARM
17. SHALL BE HEARD THROUGHOUT THE ENTIRE DWELLING. DETECTORS SHALL BE 18" IN W/90" OVER BACKGROUND NOISE WITH ALL DOORS CLOSED
18. DETECTORS SHALL BE 18" IN W/90" OVER BACKGROUND NOISE WITH ALL DOORS CLOSED

WALL MOUNTED UPPER CABINETS, SEE GC/OWNER FOR EXACT LOCATION, MFG. MODEL AND COLOR

NOT IN USE

30" BUILT IN CABINETS, SEE GC/OWNER FOR EXACT LOCATION, MFG. MODEL AND COLOR

COUNTER TOP 30" @ 3' A.F. SEE BUILDER/OWNER FOR EXACT STYLE, MATERIAL, ANGLE, COLOR

COUNTER TOP 18" WIDE @ 4' A.F. OVER 6" PONY WALL, SEE BUILDER/OWNER FOR EXACT STYLE, MATERIAL, ANGLE, COLOR

COUNTER TOP 30" @ 3' A.F. W/ KITCHEN SINK (WHERE OCCURS)

REFRIGERATOR SPACE, SEE GC/OWNER FOR EXACT DIMENSIONS

RANGE/OVEN COMBO, SEE BUILDER/OWNER FOR EXACT MAKE AND MODEL

DIRECT VENT RANGE HOOD/MICROWAVE COMBO, SEE MECHANICAL PLANS FOR EXACT MAKE AND MODEL

NOT IN USE

GARBAGE DISPOSAL AT SINK SPECIFIED BY BUILDER/KITCHEN DESIGNER

DISHWASHER SPECIFIED BY BUILDER/KITCHEN DESIGNER

SINK SIZE, MATERIAL, SPECIFIED BY BUILDER/KITCHEN DESIGNER

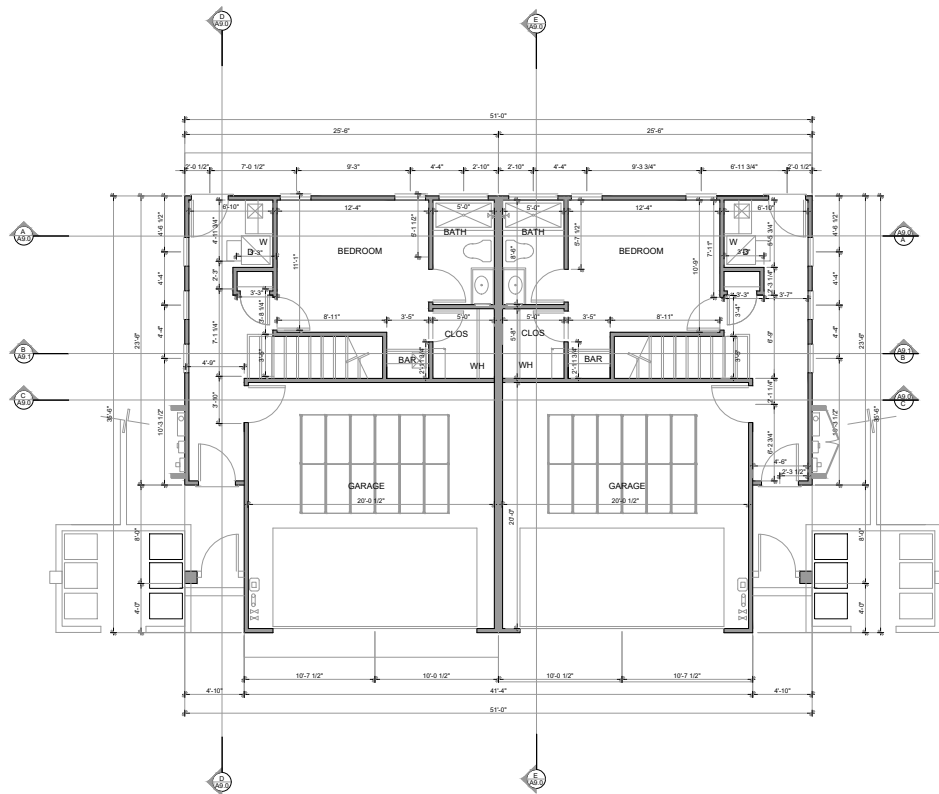
(51) TYPICAL MIRROR. SEE GC/OWNER FOR EXACT DIMENSIONS.
 (52) TYPICAL RECESSED MEDICINE CABINET. SEE GC/OWNER
 FOR EXACT TYPE AND MODEL.
 (53) 36" HIGH CAB. SEE GC/ OWNER AGENT FOR SPECS.
 (54) SINK. SEE BUILDER/OWNER FOR EXACT TYPE AND MODEL.
 (55) TOILET. SEE GC/OWNER AGENT FOR EXACT TYPE AND MODEL.
 (56) PAPER HLD.R. SEE BUILDER/OWNER AGENT FOR EXACT TYPE AND MODEL.
 (57) SHOWER TUB COMBO. SEE GC/OWNER FOR EXACT MAKE AND MODEL.
 (58) WALL MOUNTED SHOWER HEAD AT 72" A.F.F.

WASHER, SEE GC/OWNER FOR EXACT MAKE AND MODEL.
 DRYER, SEE GC/OWNER FOR EXACT MAKE AND MODEL.
 RECESSED WATER VALVE BOX.
 INSTALL DRYER BOX MODEL # BD480 OR EQUAL WITH OWNER APPROVAL

FLOORPLAN "A"
PORTOFINO PL. & FIFTH STREET, OXNARD CA

FLOORPLAN "A"

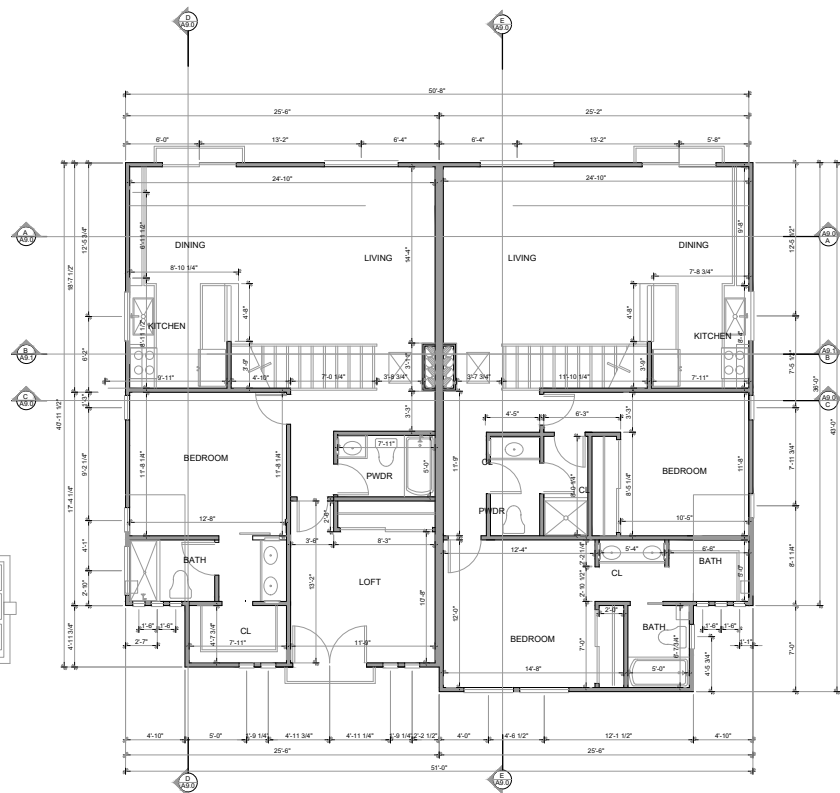
SHEET NUMBER
A 4.0



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"

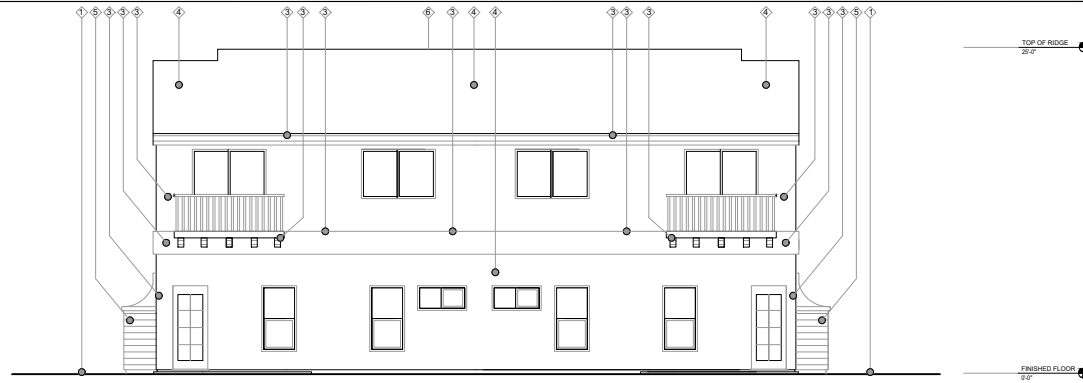
UNIT A
FF LIVING: 419 SF
SF LIVING: 1023 SF
TOTAL: 1442 SF

UNIT B
FF LIVING: 419 SF
SF LIVING: 1062 SF
TOTAL: 1481 SF

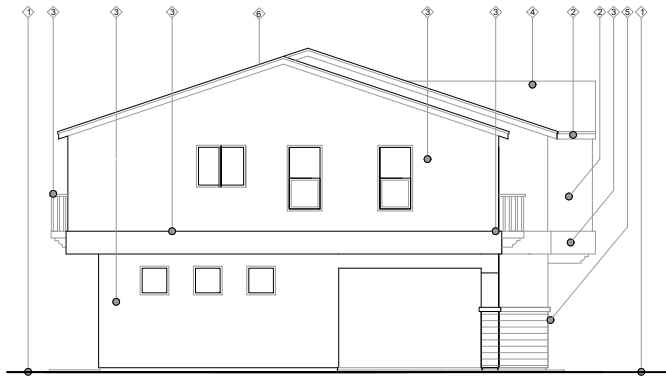
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ADDRESS: TBD
OXNARD, CA

DIM FLOOR PLAN "A"
PORTOFINO PL. & FIFTH STREET, OXNARD CA

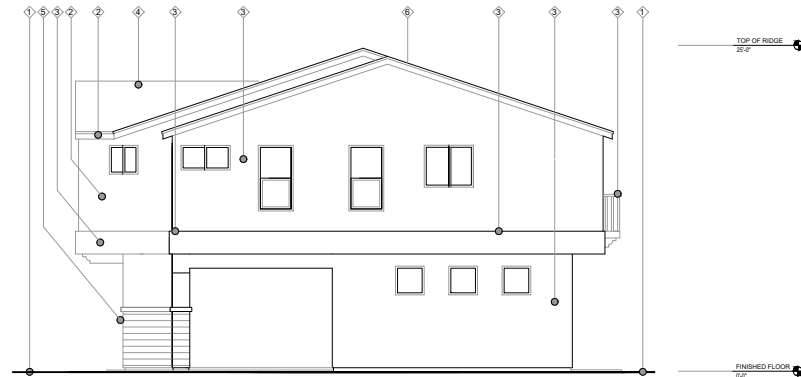
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REAR ELEVATION "A"



LEFT SIDE ELEVATION "A"

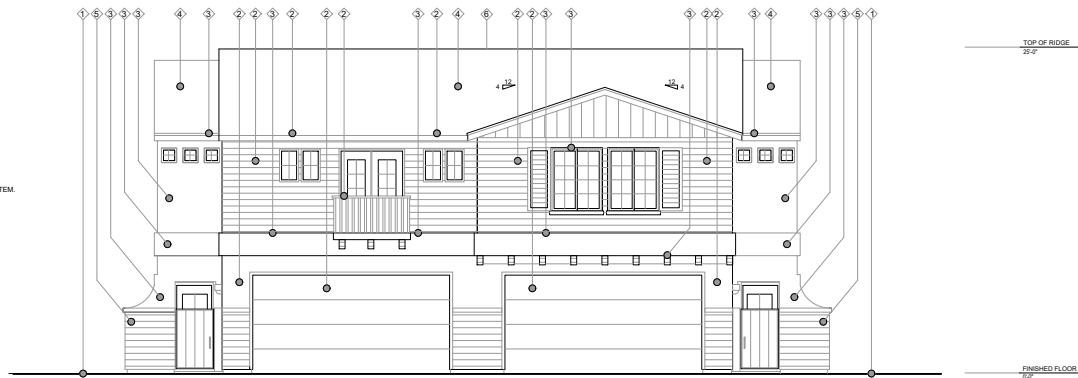


RIGHT SIDE ELEVATION "A"

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 BRANDED 1/2" 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
OR SOLAR SHED PORCH ROOFING, AND PRE-MFG TRUSS SYSTEM.
SEE DETAIL 1 ON A2
- ⑤ 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

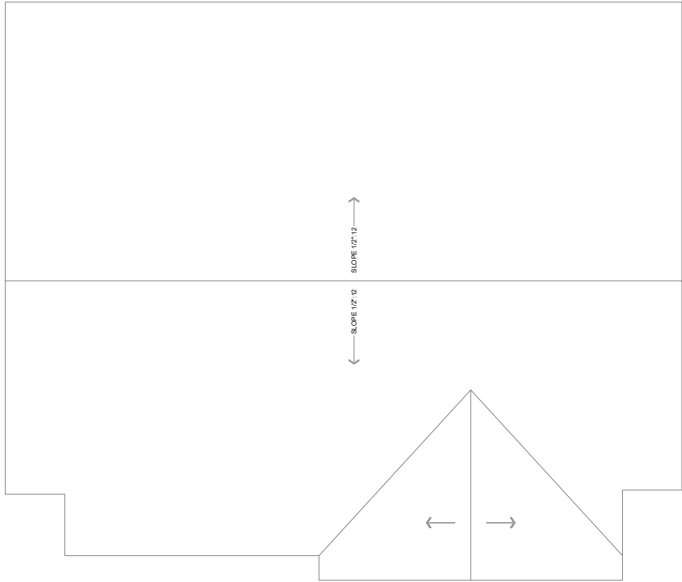
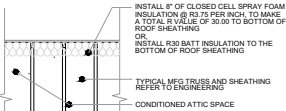
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ROOF FRAMING (TRUSS) NOTES

- 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 (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 9" ALL LINER 6" 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 DRAINING OCCURS, FIRE BLOCK BELOW FASCIA @ STUD WALL AND LAY EVERY THIRD VENT BLOCK HORIZ.
- 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

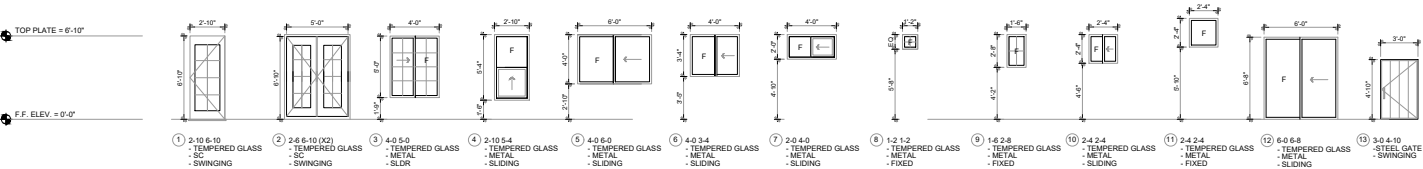
BASIS FOR DESIGN:
ROOF TO BE UNVENTED AS ALLOWED PER IRC 308.5 WITH ALL CONDITIONS MET AND/OR EXCEEDED. REFER TO DETAIL F ABOVE.



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 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 CGCRS.
- 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.



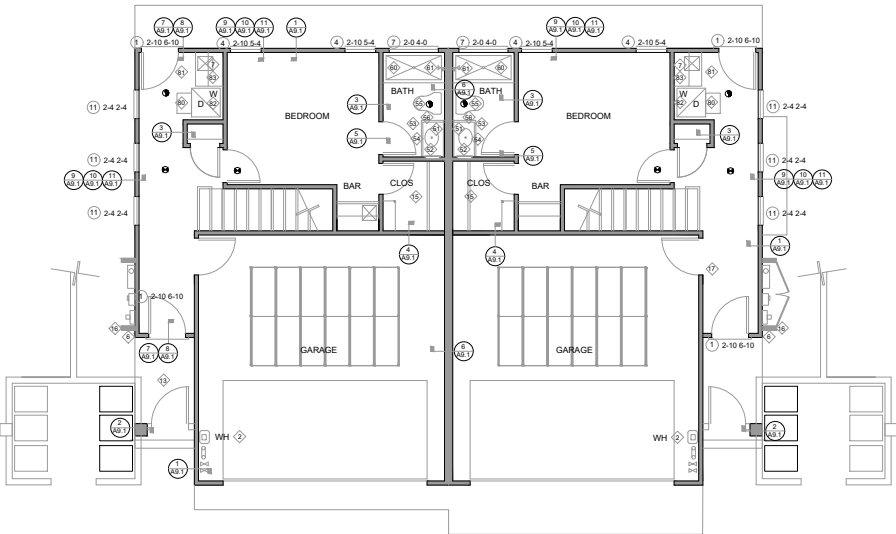
DATE: 4/28/21
ADDRESS: TBD
OXNARD, CA

ROOF PLAN "A"
PORTOFINO PL. & FIFTH STREET, OXNARD CA

SHEET NUMBER
A 4.3

GENERAL FRAMING NOTES

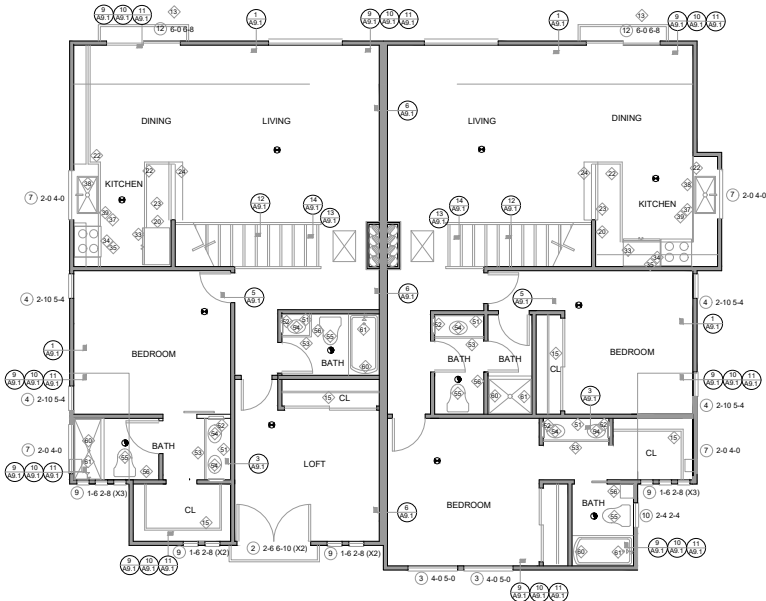
- 1. ALL WOOD SHALL BE AT 1% OR LESS MOISTURE CONTENT PRIOR TO COVERING
- 2. ALL WOOD IN CONTACT WITHIN OF CONCRETE SHALL BE RWD OR PRESSURE TREATED INSTALLED BELOW 60" FROM FINISHED GRADE
- 3. ALL WOOD EXPOSED TO WEATHER SHALL BE PRESSURE TREATED OR WOOD OF NATURAL RESISTANCE TO DECAY SUCH AS REDWOOD 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, #BT15-240N A.O. SMITH SIGNATURE PREMIRE 6.0 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. DEGREE ELBOWS. REFER TO ME DRYER VENT PRESSURE DROP CALCULATION FOR COMPLIANCE.
- 8. WHERE 1/2" IS SHOWN, PROVIDE SMOKE/CO CARBON DETECTORS. INSTALL KIDDE SMOKE/CO DUEL DETECTOR KNICOSMBA 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 ACTIVATION OF ONE ALARM WILL ACTIVATE ALL ALARMS. THE ALARM SHALL BE CLEARLY AUDIBLE IN ALL B'Y'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 1/2" 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 1/2" 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. 30" BASE CABINETS. SEE GC/OWNER FOR EXACT LAYOUT, MFG, MODEL, AND COLOR
- 4. COUNTER TOP @ 30" 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. 30" 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.

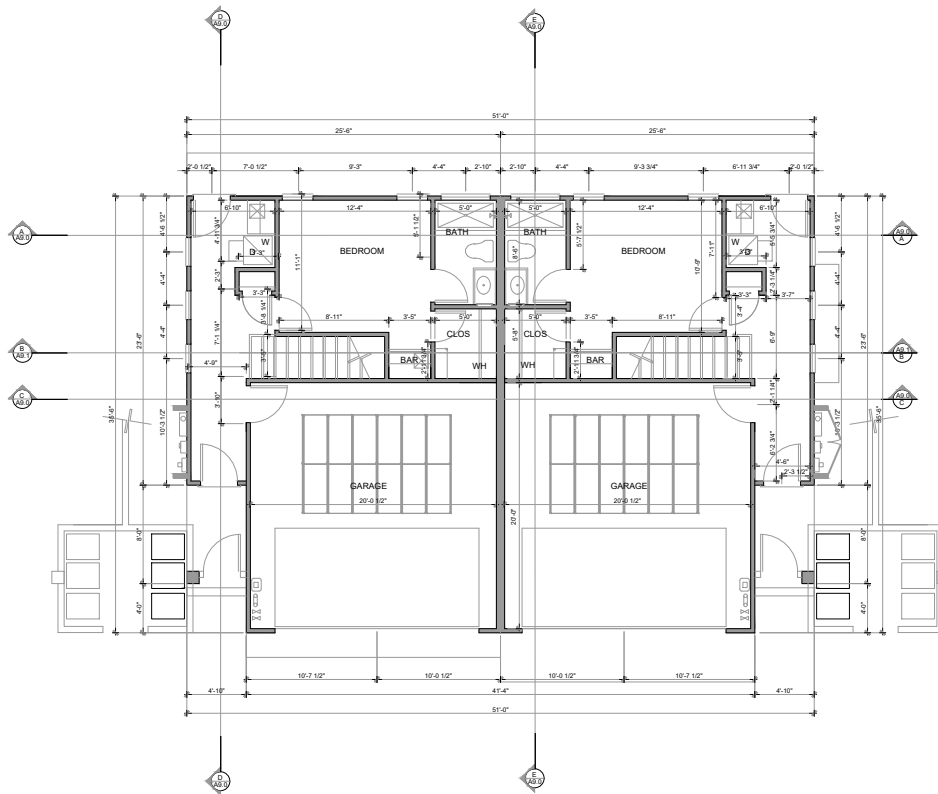
LAUNDRY ROOM

- 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

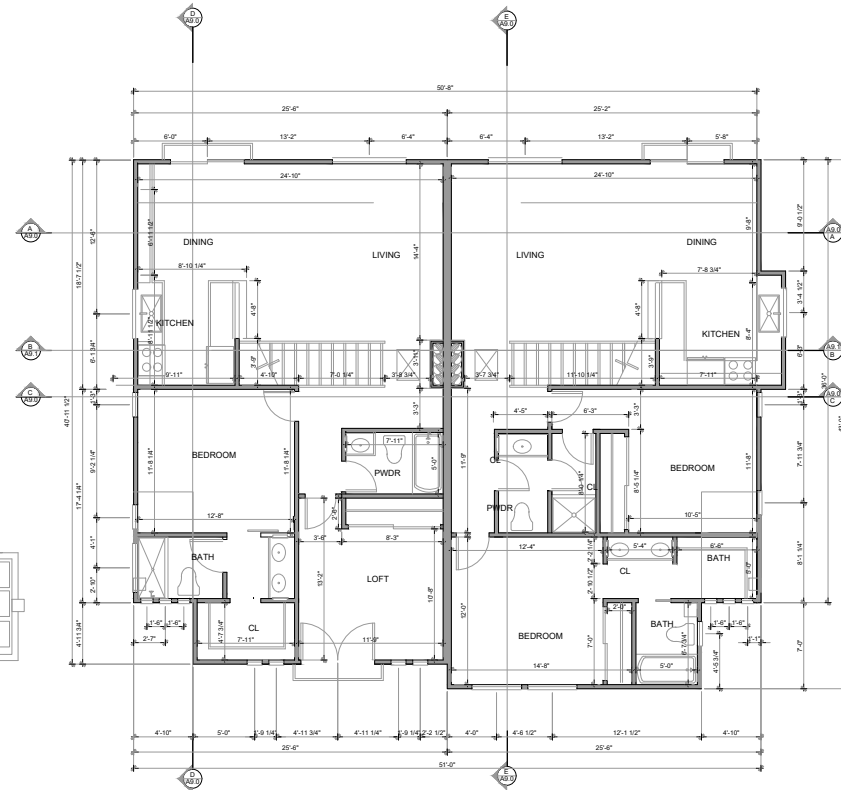
SHEET NUMBER
A 5.0



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"

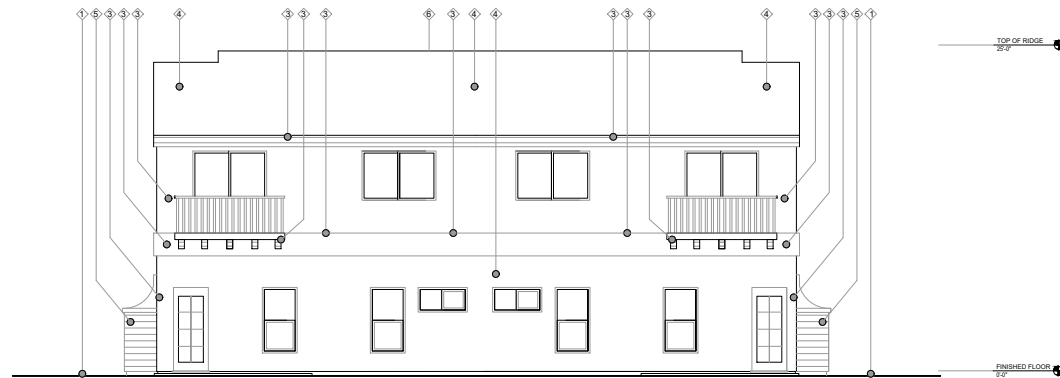
UNIT A
FF LIVING: 419 SF
SF LIVING: 1023 SF
TOTAL: 1442 SF

UNIT B
FF LIVING: 419 SF
SF LIVING: 1079 SF
TOTAL: 1498 SF

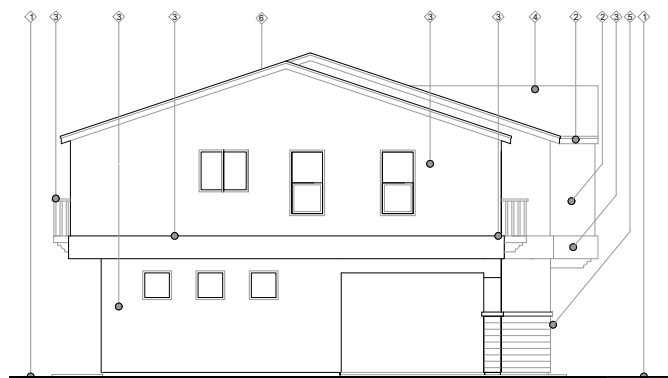
DATE: 4/28/21
ADDRESS: TBD
OXNARD, CA

DIM FLOOR PLAN "C"
PORTOFINO PL. & FIFTH STREET, OXNARD CA

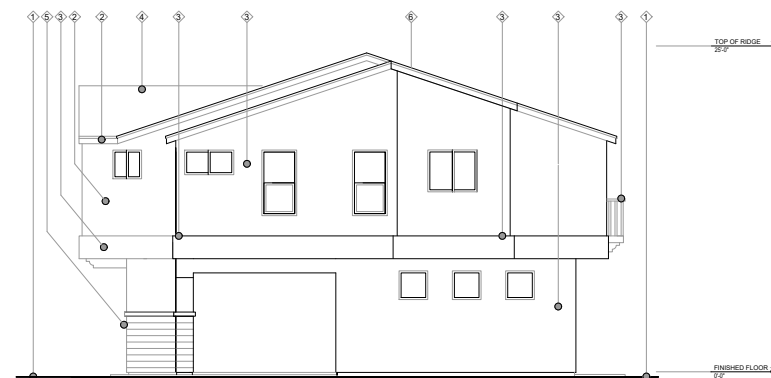
SHEET NUMBER
A 5.1



REAR ELEVATION "C"



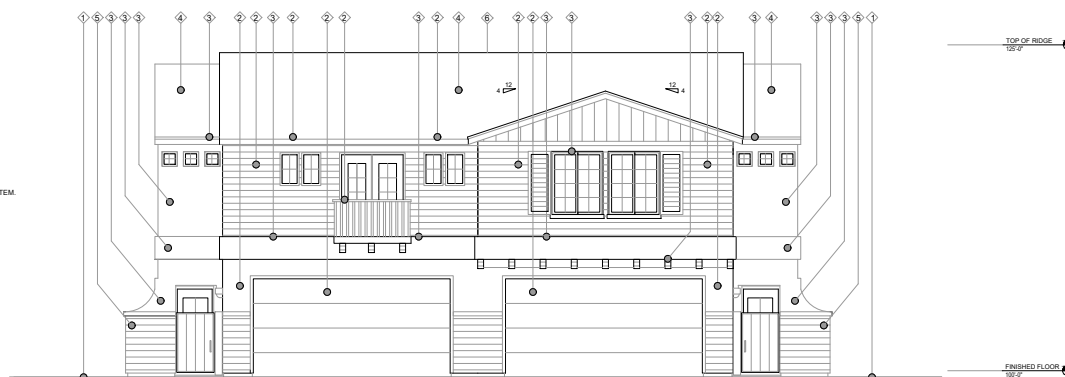
LEFT SIDE ELEVATION "C"



RIGHT SIDE ELEVATION "C"

KEYNOTES

- ① FINISHED GRADE
 - ② TYP. SLAB ON FINISHED GRADE CONSTRUCTION
 - ③ FASCIA, ACCENT COLOR AS SPECIFIED
 - ④ BODY COLOR AS SPECIFIED
 - ⑤ TYPICAL EXTERIOR WALL CONSTRUCTION: SAND FINISH STUCCO OVER GYPSUM BOARD, 1/2" RIGID INSULATION, AND A TYPICAL FRAMED WALL, AS SPECIFIED BY ENGINEER. SEE DETAIL, THROUGH 4 ON A5.2
 - ⑥ ASPHALT ROOF ROOFING, COLOR AS SPECIFIED OVER 3/8" FELT PAPER, ROOF SHEATHING, AND PRE-ENGINEERED TRUSS SYSTEM. SEE DETAIL, TO ON A5.2
 - ⑦ PORCELAIN TILE AS SPECIFIED
 - ⑧ 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 "C"

DATE: 4/28/21
ADDRESS: TBD
OXNARD, CA

ELEVATIONS "C"
PORTOFINO PL. & FIFTH STREET, OXNARD CA

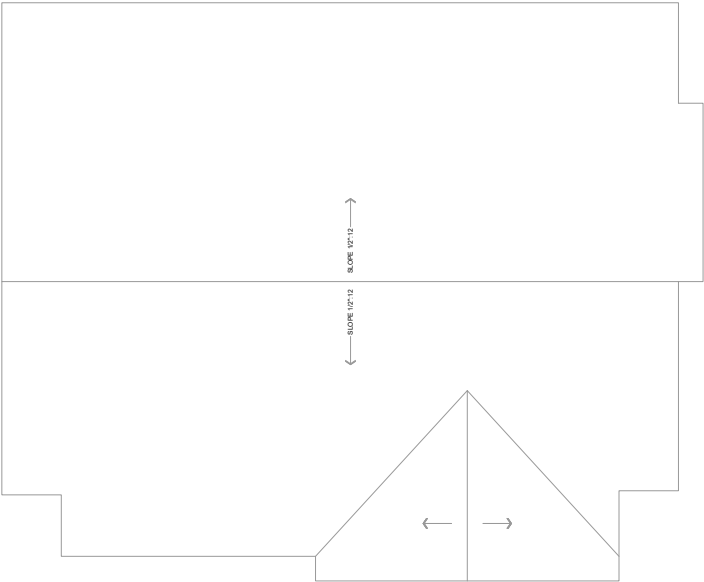
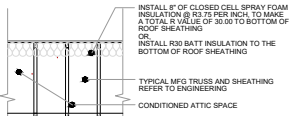
SHEET NUMBER
A 5.2

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.
- 8. ALL ROOF PENETRATIONS TO BE FIELD VERIFIED BETWEEN TRADES PRIOR TO INSTALLATION TO WORK COMPLET.
- 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.



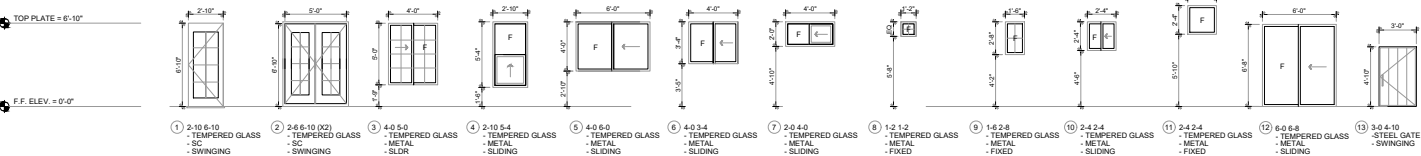
ROOF PLAN "C"

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.



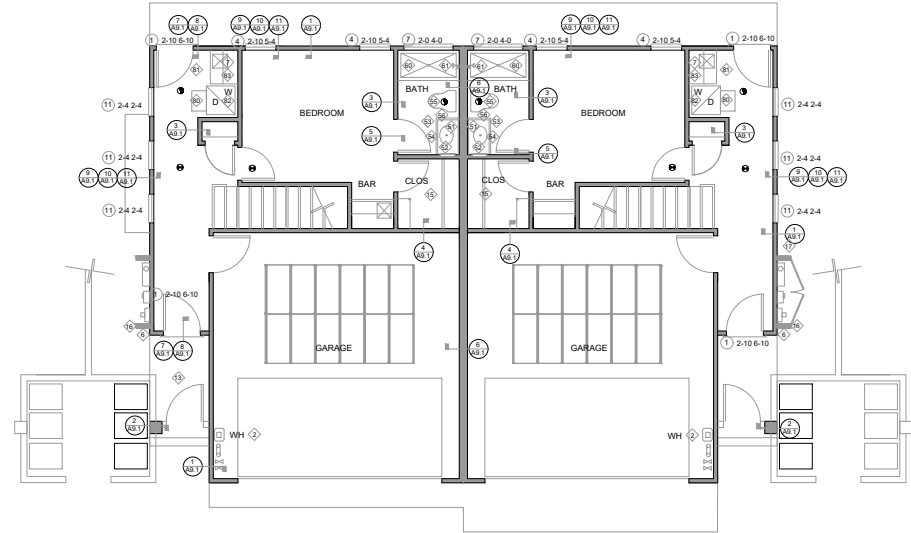
DATE: 4/28/21
ADDRESS: TBD
OXNARD, CA

ROOF PLAN "C"
PORTOFINO PL. & FIFTH STREET, OXNARD CA

SHEET NUMBER
A5.3

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 AIA 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 FRAMES 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 FOLLOWING:
 - 11. FRAMING (SUB) CONTRACTOR IS RESPONSIBLE TO PROTECT ALL FINISHED CONCRETE AREAS FROM DAMAGE WITH MIN 1/2" DIPS (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 "F"

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, #BT15-240N
- 2. A.D. SMITH SIGNATURE PREMIER 6.6 GPM 160,000 BTU NATURAL GAS OR AS SPECIFIED BY THE MECHANICAL ENGINEER
- 3. SUPPLIER TO FURNISH AND MAKE AVAILABLE FOR ALL 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 WIRELESS BRADLEY 7910 HOSE BOX OR EQUAL PER M1902.4.1. INSTALL DRYER MOISTURE EXHAUST DUCT SYSTEM MAX 14' IN LENGTH INCLUDING 0' MINET. DISPOSE DOWNS REFER TO ME DRYER VENT PRESSURE DROP CALCULATION FOR COMPLIANCE.
- 9. WHERE SHOWN, PROVIDE SMOKE & CARBON DETECTORS. INSTALL WIDE SMOKE/CO DETECTOR KNOCOSMBA OR EQUAL LOCATIONS:
 - 1. IN EACH SLEEPING ROOM
 - 2. OUTSIDE EACH SLEEPING ROOM IN THE IMMEDIATE VICINITY OF OF THE BEDROOM
 - 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 ACTIVATION OF ONE ALARM WILL TRIP ALL ALARMS. THE ALARM SHALL BE CLEARLY AUDIBLE IN ALL AREAS OF THE DWELLING WITH ALL DOORS CLOSED PER IRC, SECTION 313, 314.3

- 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 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 EXT. DOOR SERVING LANDING SHALL BE MIN 36" IN DIRECTION OF TRAVEL. LINE OF THE FLOOR RECOVERING.
- 4. WHERE SHOWN PROVIDE 30CFM INTERMITTENT EXHAUST FAN.
- 5. SLOPE SUBDECK 1/4" PER 1'-0" AWAY FROM STRUCTURE
- 6. NOT IN USE
- 7. GLOSET BUILT-IN. SEE GC/OWNER FOR LAYOUT, MATERIAL AND FINISH
- 8. DECORATIVE BRIDLE
- 9. ELECTRICAL PANEL TO BE FED BY SOLAR SOLUTION

KITCHEN AND BAR

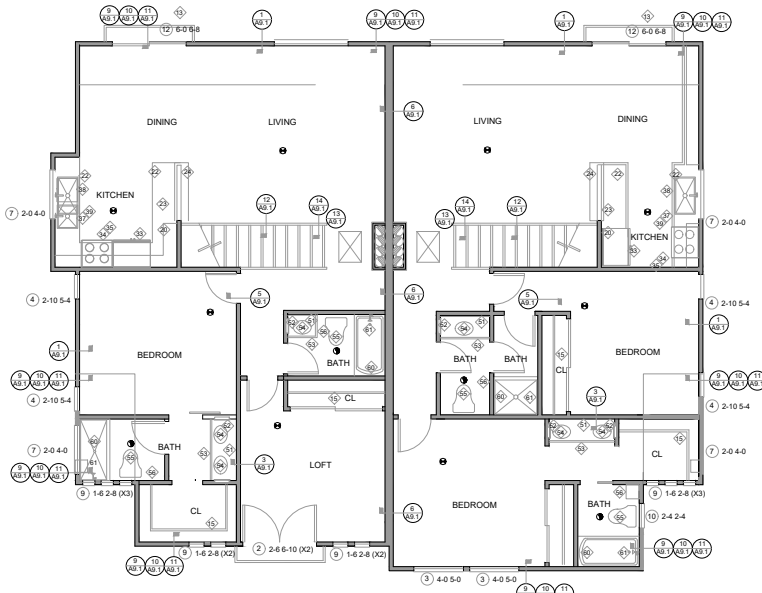
- 1. WALL MOUNTED UPPER CABINETS. SEE GC/OWNER FOR EXACT LAYOUT, MFG, MODEL AND COLOR
- 2. NOT IN USE
- 3. 36" BASE CABINETS SEE GC/OWNER FOR EXACT LAYOUT, MFG MODEL AND COLOR
- 4. COUNTER TOP @ 36" A.F.F. SEE BUILDER/OWNER FOR EXACT STYLE, MATERIAL AND COLOR
- 5. COUNTER TOP 18" WIDE @ 44" A.F.F. OVER 6" PONY WALL. SEE BUILDER/OWNER FOR EXACT STYLE, MATERIAL AND COLOR
- 6. COUNTER TOP AT 36" 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. DISH WASHER. SEE GC/OWNER FOR EXACT MAKE AND MODEL
- 10. DISH WASHER SPECIFIED BY BUILDER/KITCHEN DESIGNER
- 11. 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 HLD. SEE BUILDER/OWNER AGENT FOR EXACT TYPE AND MODEL.
- 7. SHOWER TUB COMBO. SEE GC/OWNER FOR EXACT MAKE AND MODEL.
- 8. NOT IN USE
- 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 "F"

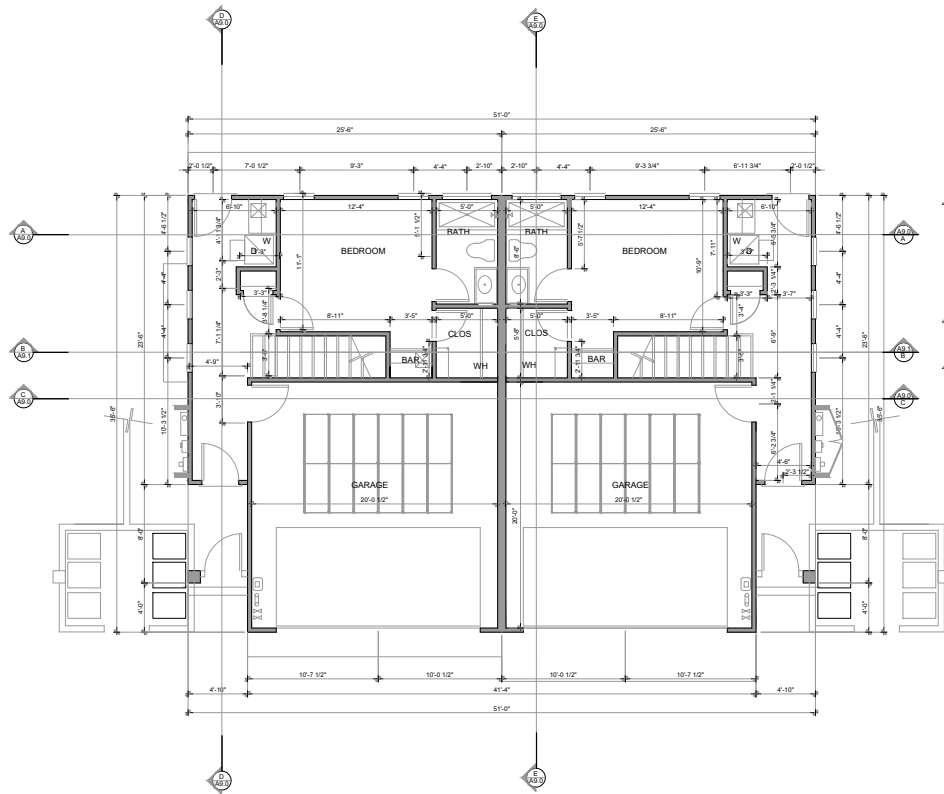
UNIT A
FF LIVING: 419 SF
SF LIVING: 1040 SF
TOTAL: 1459 SF

UNIT B
FF LIVING: 419 SF
SF LIVING: 1062 SF
TOTAL: 1481 SF

DATE: 4/28/21
ADDRESS: TBD
OXNARD, CA

FLOORPLAN "F"
PORTOFINO PL. & FIFTH STREET, OXNARD CA

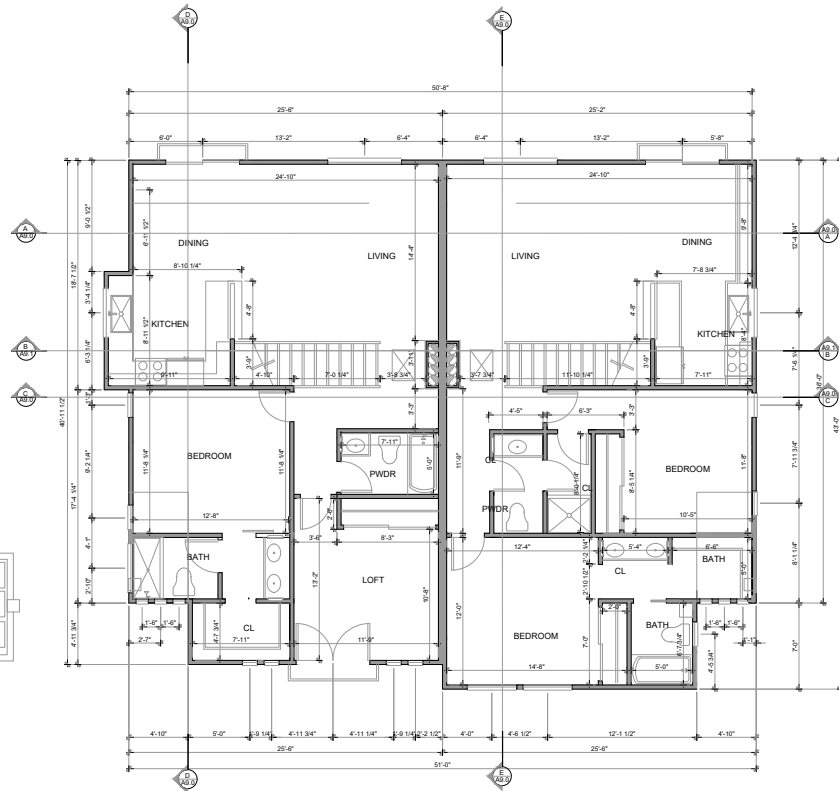
SHEET NUMBER
A 6.0



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"

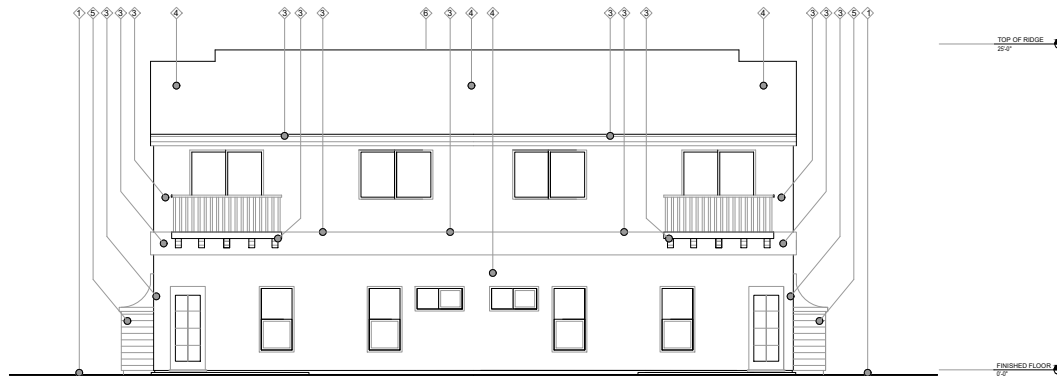
UNIT A
FF LIVING: 419 SF
SF LIVING: 1040 SF
TOTAL: 1459 SF

UNIT B
FF LIVING: 419 SF
SF LIVING: 1062 SF
TOTAL: 1481 SF

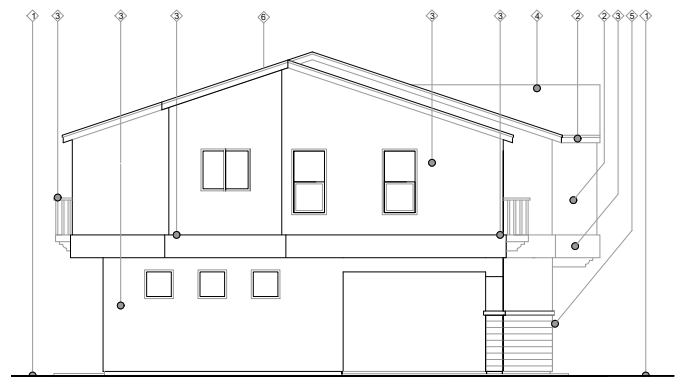
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ADDRESS: 455
OXNARD, CA

DIM FLOOR PLAN "F"
PORTOFINO PL. & FIFTH STREET, OXNARD CA

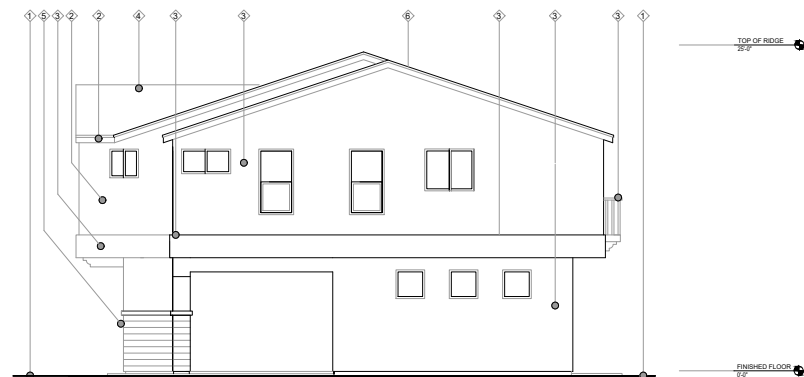
SHEET NUMBER
A 6.1



REAR ELEVATION "F"



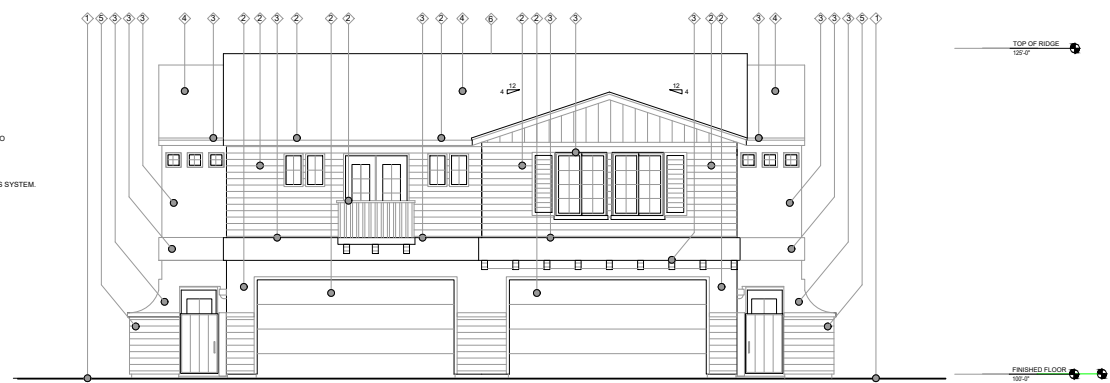
LEFT SIDE ELEVATION "F"



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, FIBER 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

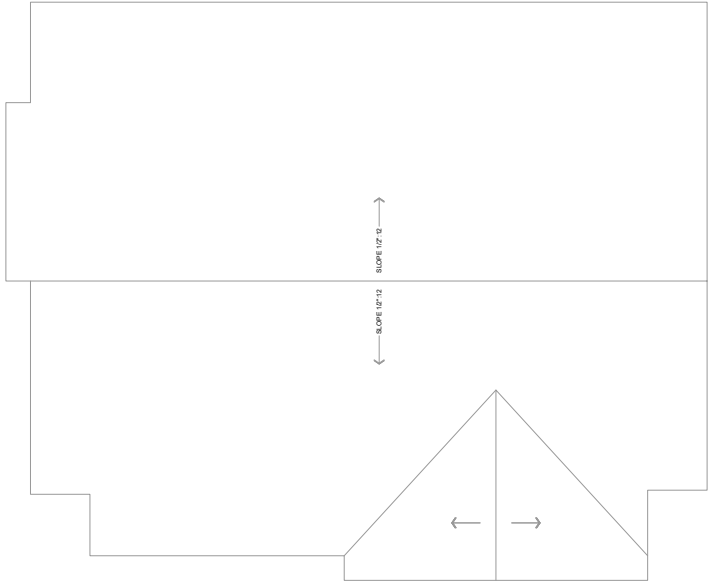
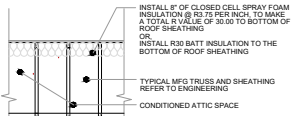
SHEET NUMBER
A6.2

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 TYPICAL.
- 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. STACK 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 SHIMPOX 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.



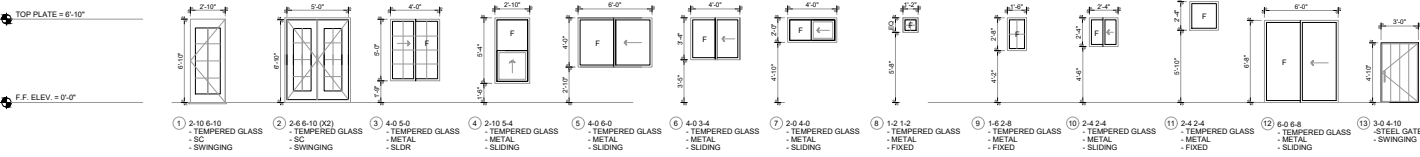
ROOF PLAN "F"

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 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 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.



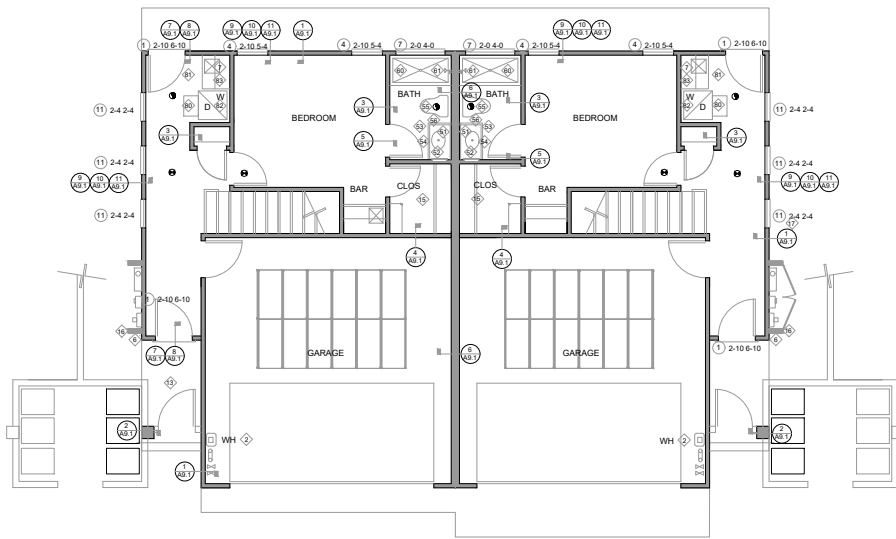
DATE: 4/28/21
ADDRESS: TBD
OXNARD, CA

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" CYPRESS 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

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. WIRELESS # IS SHOWN, PROVIDE SMOKE & CARBON DETECTORS. INSTALL KIDS SMOKE/CO DUAL DETECTOR KNOCSMA 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

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 BE MORE THAN 6" BELOW THE TOP OF THE THRESHOLD. PROVIDE THE DOOR DOES NOT BRING OVER THE LANDING MIN WIDTH OF LANDING SHALL NOT BE LESS THAN THE WIDTH OF THE TRAVEL LINE OF THE FLOOR ABOVE/LANDING
4. WHERE # IS SHOWN PROVIDE SOCR INTERMITTENT EXHAUST FAN
5. SLOPE SLAB/DECK 1/4" PER 1'-2" AWAY FROM STRUCTURE
6. NOT IN USE
7. CLOSET BUILT-INS. SEE GO' OWNER FOR LAYOUT, MATERIAL AND FINISH
8. DECORATIVE SHROUD
9. ELECTRICAL PANEL TO BE FED BY SOLAR SLOTTION

KITCHEN AND BAR

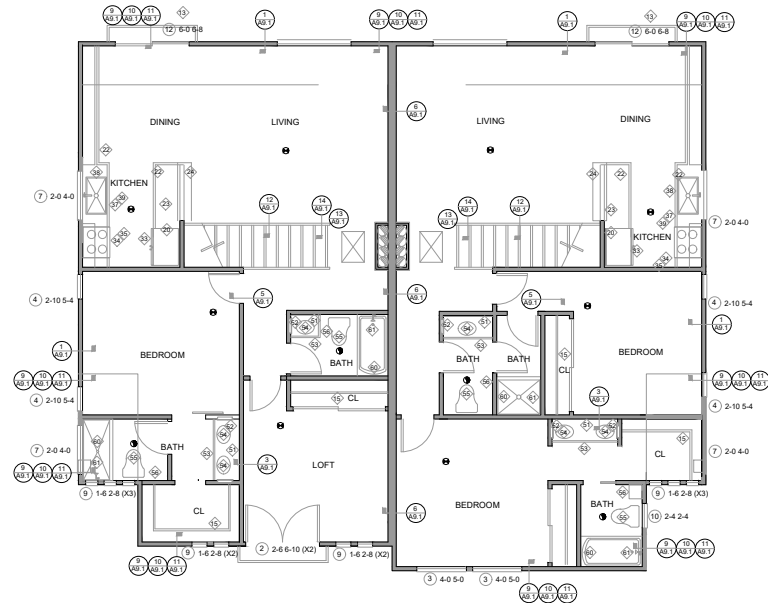
1. WALL MOUNTED UPPER CABINETS, SEE GC/OWNER FOR EXACT LAYOUT, MFG, MODEL AND COLOR
2. NOT IN USE
3. 36" BASE CABINETS SEE GC/OWNER FOR EXACT LAYOUT, MFG, MODEL AND COLOR
4. COUNTER TOP @ 36" A.F.F. SEE BUILDER/OWNER FOR EXACT STYLE, MATERIAL AND COLOR
5. COUNTER TOP @ 16" WIDE @ 44" A.F.F. OVER 6" PONY WALL SEE BUILDER/OWNER FOR EXACT STYLE, MATERIAL AND COLOR
6. COUNTER TOP 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 SPEC. INSTALL PER MFR SPEC. 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 GO' 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 SPEC. INSTALL PER MFR SPEC. 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



UPPER FLOOR PLAN "B"

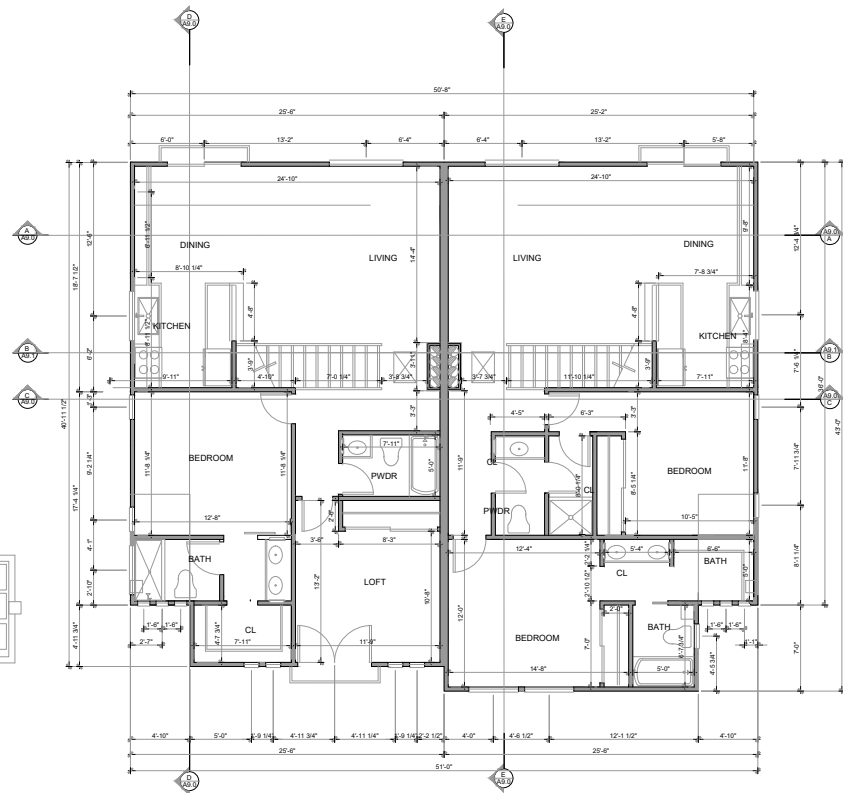
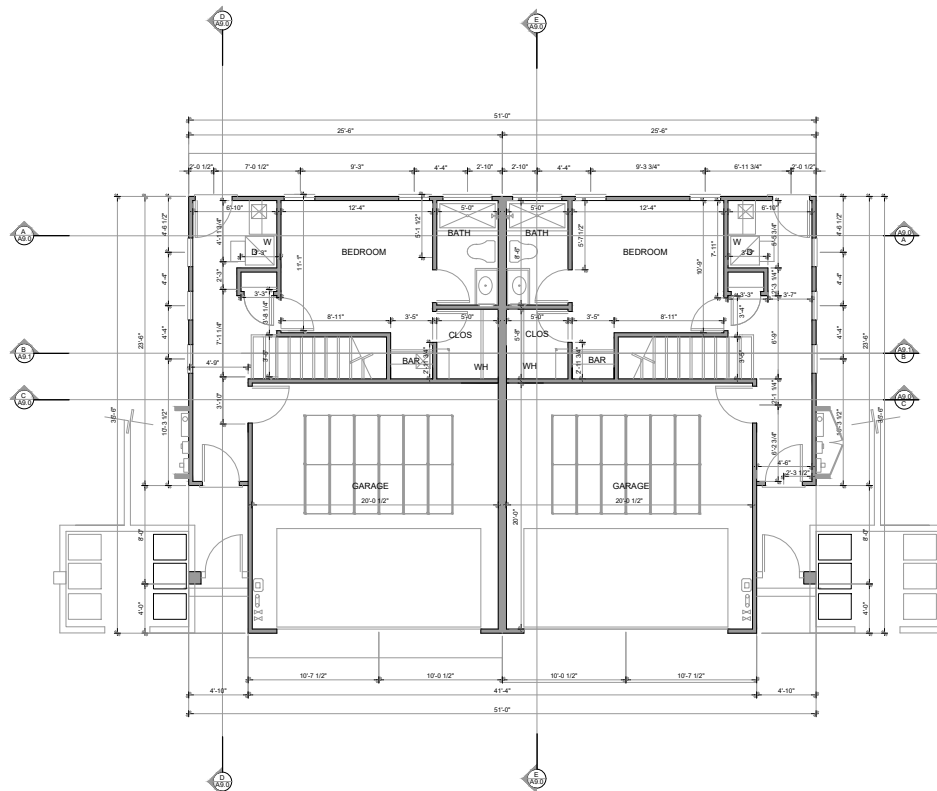
UNIT A
FF LIVING: 419 SF
FF LIVING: 1023 SF
TOTAL: 1442 SF

UNIT B
FF LIVING: 419 SF
FF LIVING: 1062 SF
TOTAL: 1481 SF

DATE: 4/28/21
ADDRESS: 10
OXNARD, CA

FLOORPLAN "B"
PORTOFINO PL. & FIFTH STREET, OXNARD CA

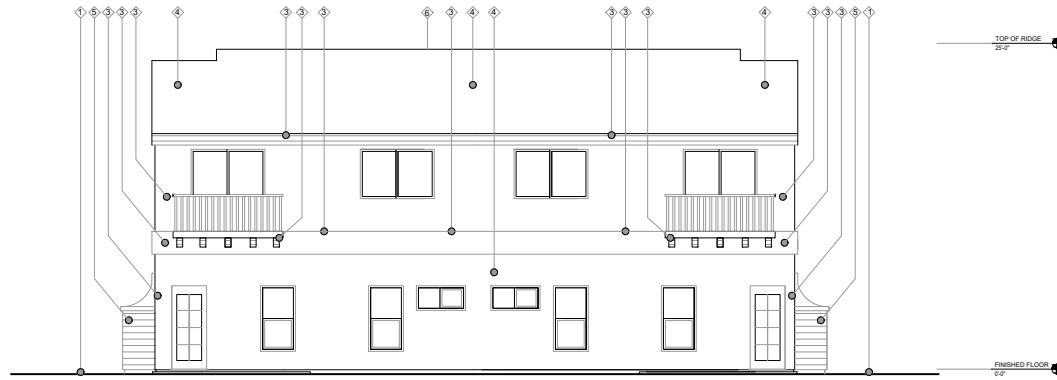
SHEET NUMBER
A 7.0



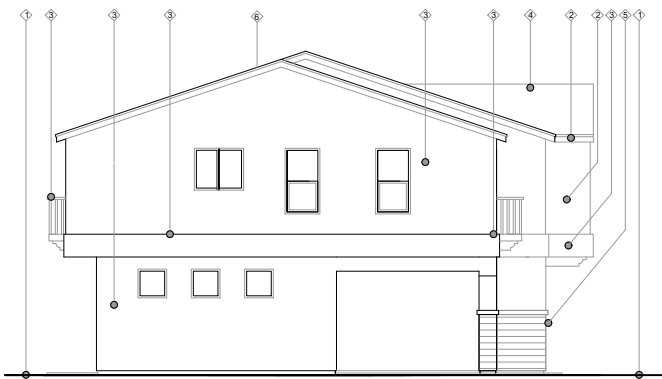
DATE: 4/28/21
ADDRESS: TBD
OXNARD, CA

DIM FLOOR PLAN "B"
PORTOFINO PL. & FIFTH STREET, OXNARD CA

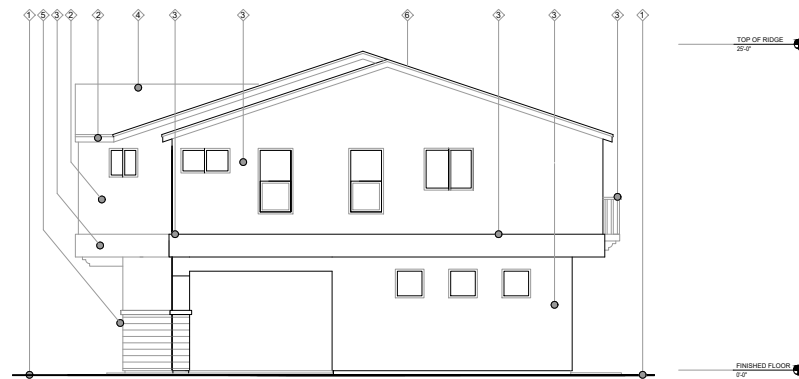
SHEET NUMBER
A 7.1



REAR ELEVATION "B"



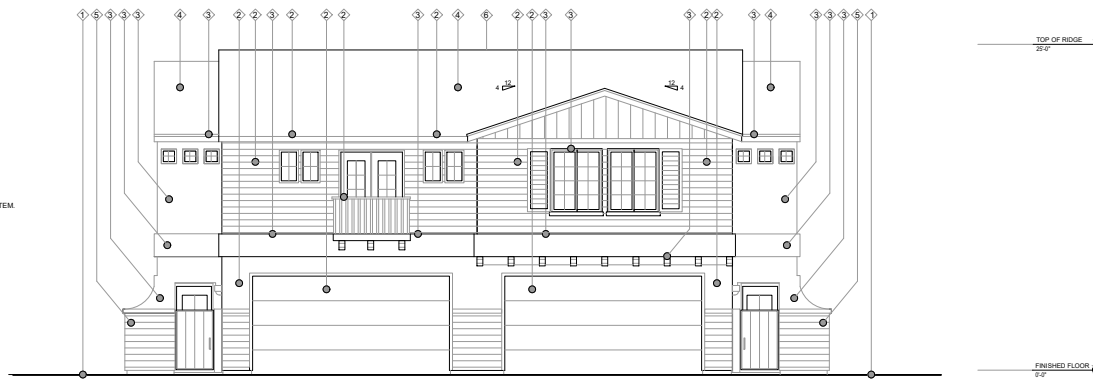
LEFT SIDE ELEVATION "B"



RIGHT SIDE ELEVATION "B"

KEYNOTES

- ① FINISHED GRADE
TYP. SLAB ON FINISHED GRADE CONSTRUCTION
 - ② FASCIA, ACCENT COLOR AS SPECIFIED
 - ③ BODY COLOR AS SPECIFIED
TYPICAL EXTERIOR WALL CONSTRUCTION: SAND FINISH STUCCO
OVER SHEATHING, 3/8" SHEET ROCK, FIRM INSULATION
AND A TYPICAL FRAMED WALL, AS SPECIFIED BY ENGINEER.
SEE DETAIL 1 THROUGH 4 ON A-2
 - ④ ASPHALT ROOF ROOFING, COLOR AS SPECIFIED
OVER 2" FELT SHIMS, ROOF SHEATHING AND PRE-MFG TRUSS SYSTEM.
SEE DETAIL 10 ON A-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

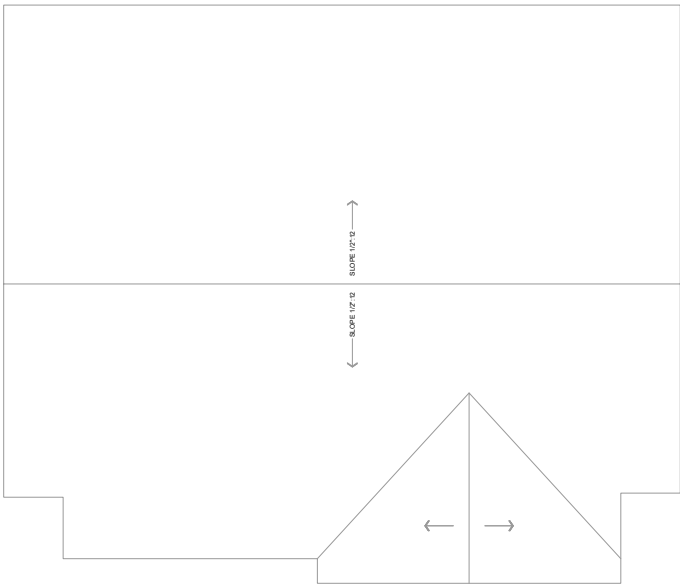
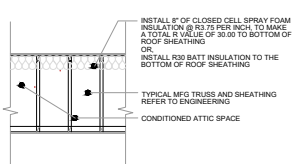
SHEET NUMBER
A 7.2

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 RIDS, 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 EVER VENTS OCCUR, FIRE BLOCK BELOW FASCIA @ STUD LAY 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



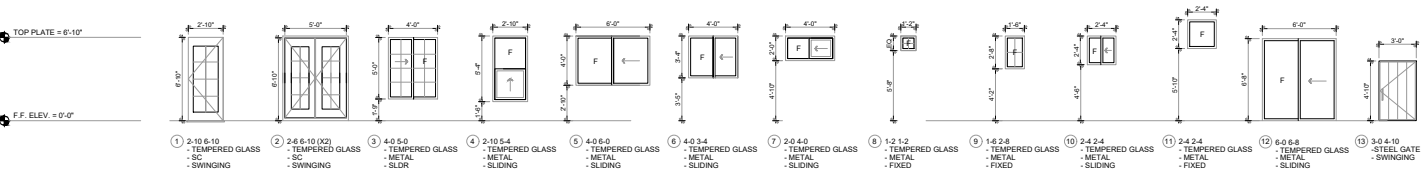
ROOF PLAN "B"

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



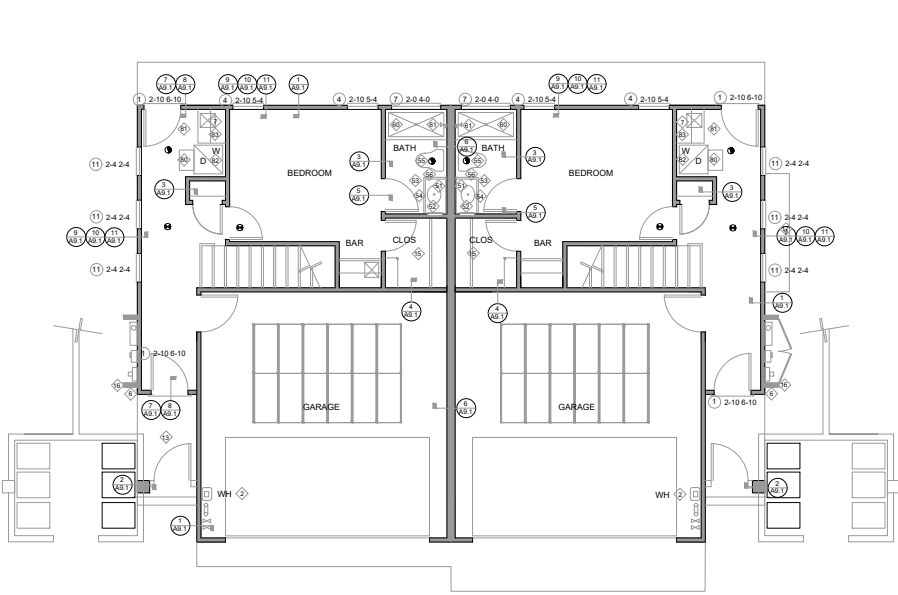
DATE: 4/28/21
ADDRESS: TBD
OXNARD, CA

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. NATURAL RESISTANCE TO DECAY SUCH AS REDWOOD OR CEDAR
5. PRESSURE TREATED WOOD SHALL NOT CONTAIN EITHER CHROMIUM OR ARSENIC
6. EACH PIECE OF WOOD FRAMING SHALL BEAR THE GRADE OF THE WOOD SPECIES
7. AND TRADEMARK OF THE GRADING AGENCY UNDER WHOSE RULES THE MEMBER
8. IS GRADED
9. EACH PIECE OF SHEATHING (OSB OR PLYWOOD) SHALL BEAR THE GRADE OF THE
10. SHEET IN ACCORDANCE WITH THE APA GRADING RULES
11. ALL WOOD CONNECTORS HOLES SHALL BE FILLED WITH NAILS PER THE MFG
12. INSTRUCTIONS AND THE ENGINEER'S SPECIFICATIONS
13. ALL FASTENERS (NAILS, SCREWS, HOLD-DOWNS, STRAPS, ANCHOR BOLTS, ETC.)
14. USED TO CONNECT PRESSURE TREATED WOOD SHALL BE CORROSION RESISTANT
15. HOLE SIZES, HOLE CLEANING, TEMPERATURE, HUMIDITY AND SETTING WORKING TIMES
16. ADHESIVES OR EPOXY ANCHORS SHALL BE INSTALLED PER THE MFG INSTRUCTIONS
17. AND RECOMMENDATIONS INCLUDING, BUT NOT LIMITED TO, INSTRUCTIONS FOR THE
18. FRAMING SUB CONTRACTOR IS RESPONSIBLE TO PROTECT ALL FINISHED CONCRETE AREAS
19. FROM DAMAGE WITH MIN 1/2" GYPSUM (OR EQUAL) INSTALLED HORIZONTAL OVER THOSE AREAS
20. THAT IS DEEMED TO BE A FINISHED OR EXPOSED AREA
21. WHEN POSSIBLE NO PINS, SHOTS, TEMPORARY NAILS TO BE EMBEDDED INTO CONCRETE SURFACE
22. 13. USE NOTED DIMENSIONS RATHER THAN SCALED DIMENSIONS
23. 14. IF DIMENSION DISCREPANCIES ARISE CONTACT THE DESIGNER OF RECORD IMMEDIATELY
24. FOR CLARIFICATION
25. 15. 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 W/RECESSES 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. 10. ALL STAIRWAYS SHALL COMPLY WITH THE CURRENT IRC CODE
5. AND ANY ADOPTED LOCAL AMENDMENTS
6. 11. TYPICAL CONCRETE LANDING AT EXTERIOR DOOR SHALL NOT
7. 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. EQUIVALENT OF THE 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

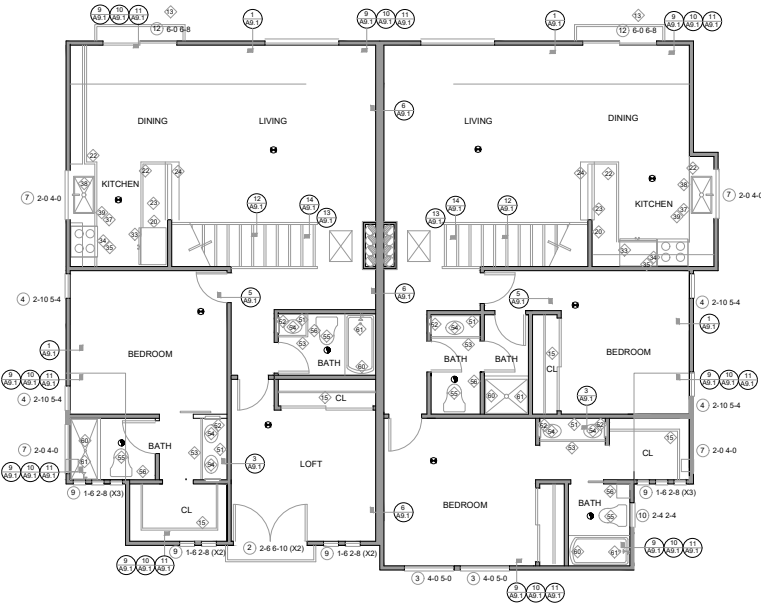
1. WALL MOUNTED UPPER CABINETS, SEE GC/OWNER FOR
2. EXACT LAYOUT, MFG, MODEL AND COLOR
3. NOT IN USE
4. IF BAY CABINETS SEE GC/OWNER FOR EXACT LAYOUT, MFG
5. MODEL AND COLOR
6. COUNTER TOP AT 36" A.F.F. SEE BUILDER/OWNER FOR EXACT
7. STYLE, MATERIAL AND COLOR
8. COUNTER TOP AT 36" A.F.F. OVER 6" PONY WALL
9. SEE BUILDER/OWNER FOR EXACT STYLE, MATERIAL AND COLOR
10. COUNTER TOP AT 30" 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. DISHWASHER SPECIFIED BY BUILDER/KITCHEN DESIGNER
19. 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
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. TOILET, SEE GC/OWNER AGENT FOR EXACT TYPE AND MODEL
7. PAPER HLD, 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"

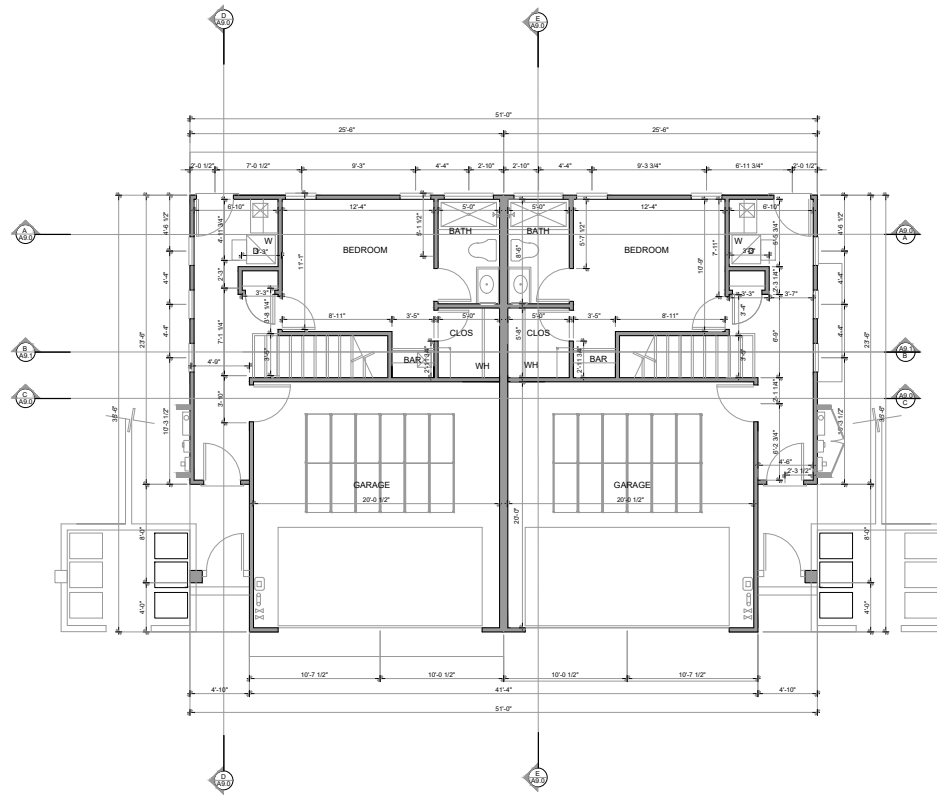
UNIT A
FF LIVING: 419 SF
SF LIVING: 1023 SF
TOTAL: 1442 SF

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

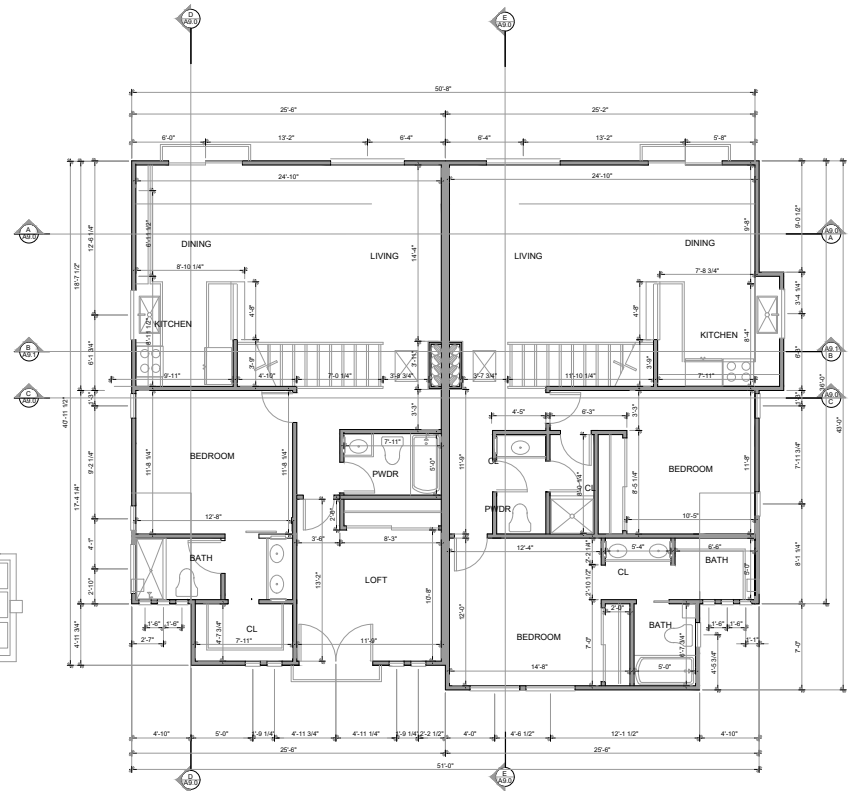
SHEET NUMBER
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FIRST FLOOR PLAN "D"

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"

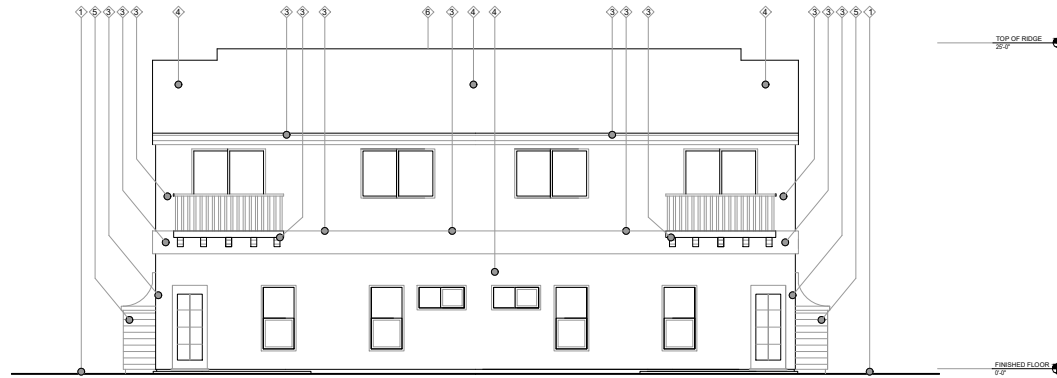
UNIT A
FF LIVING: 419 SF
SF LIVING: 1023 SF
TOTAL: 1442 SF

UNIT B
FF LIVING: 419 SF
SF LIVING: 1079 SF
TOTAL: 1498 SF

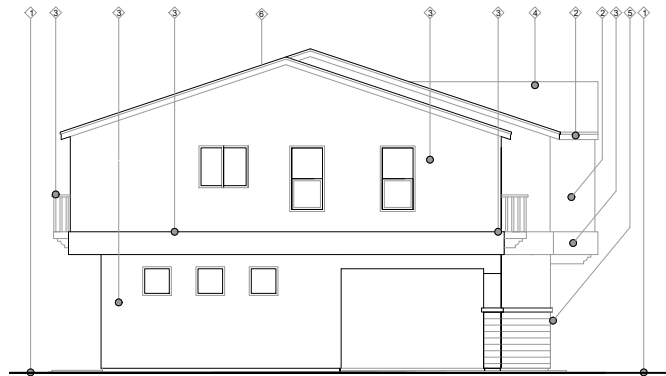
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DIM FLOOR PLAN "D"
PORTOFINO PL. & FIFTH STREET, OXNARD CA

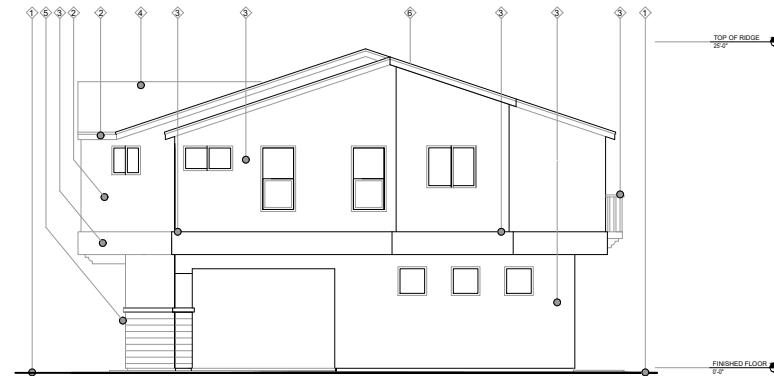
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REAR ELEVATION "D"



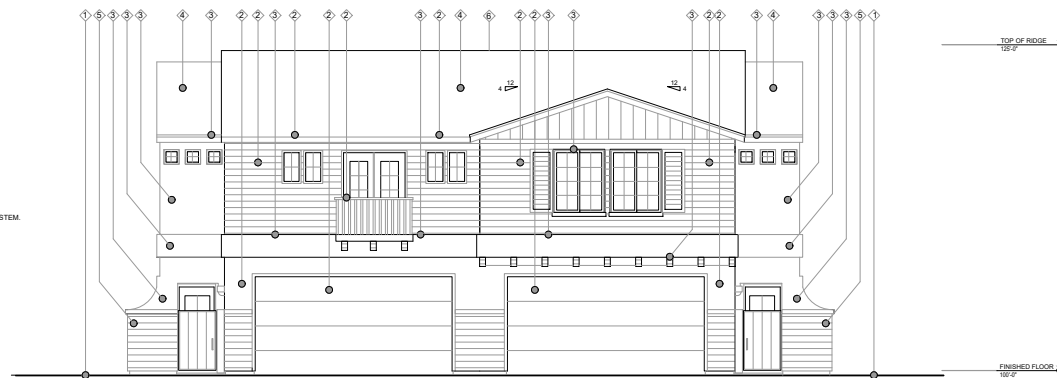
LEFT SIDE ELEVATION "D"



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

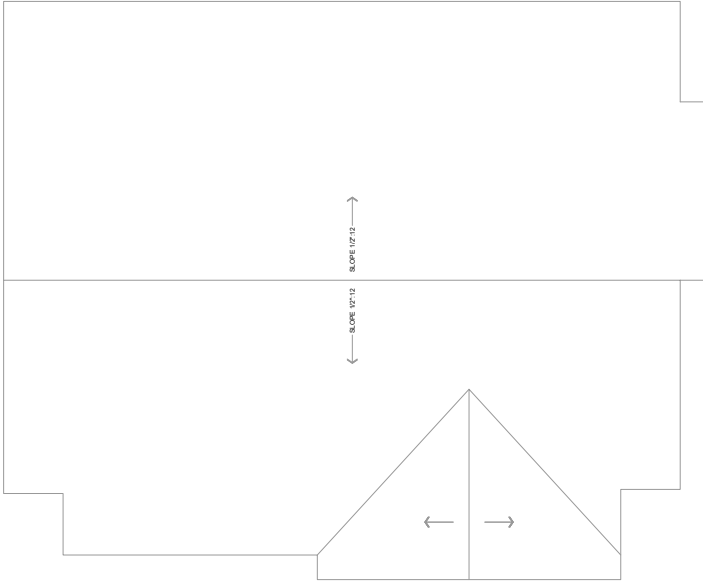
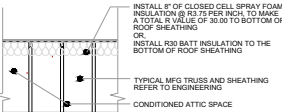
SHEET NUMBER
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ROOF FRAMING (TRUSS) NOTES

- 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 "BTH/HTH/ENE 3000" WATERPROOF MEMBRANE AT ALL HORIZ. APPLICATIONS OF FIREPLACE. STACK LAP OVER SIDES MIN 1" ALL 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 2" (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.



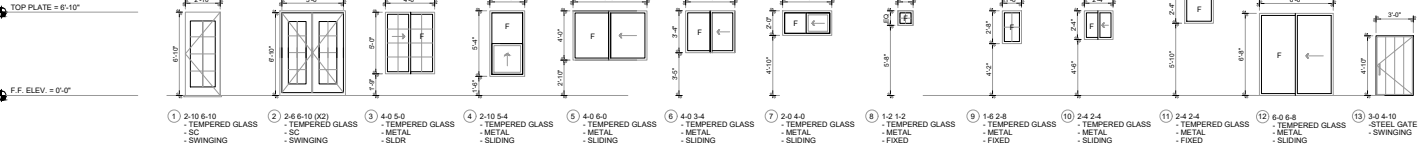
ROOF PLAN "D"

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

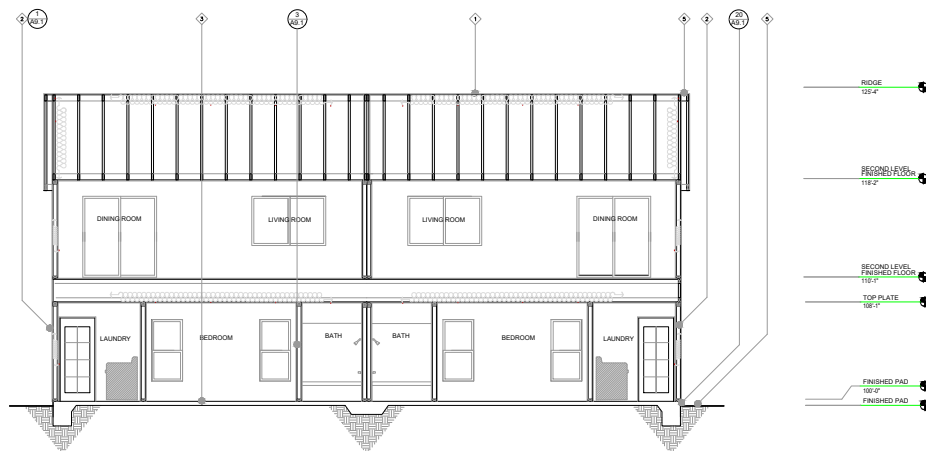


DATE: 4/28/21
ADDRESS: TBD
OXNARD, CA

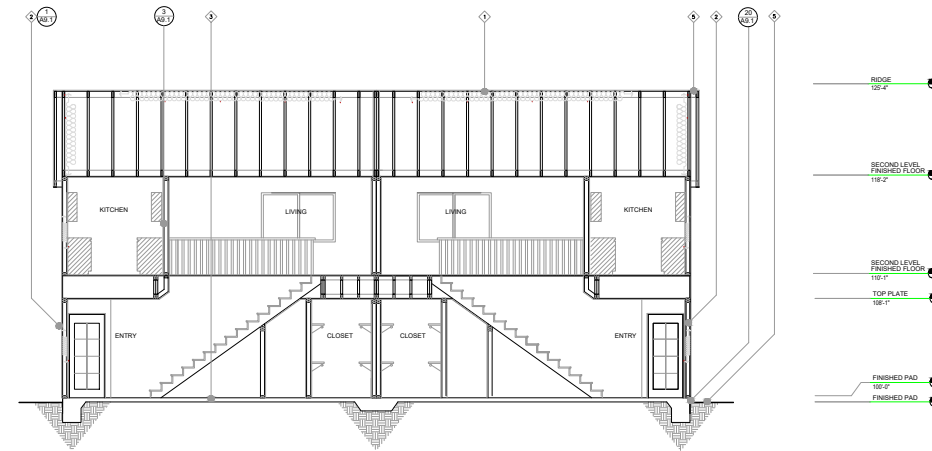
ROOF PLAN "D"
PORTOFINO PL. & FIFTH STREET, OXNARD CA

SHEET NUMBER

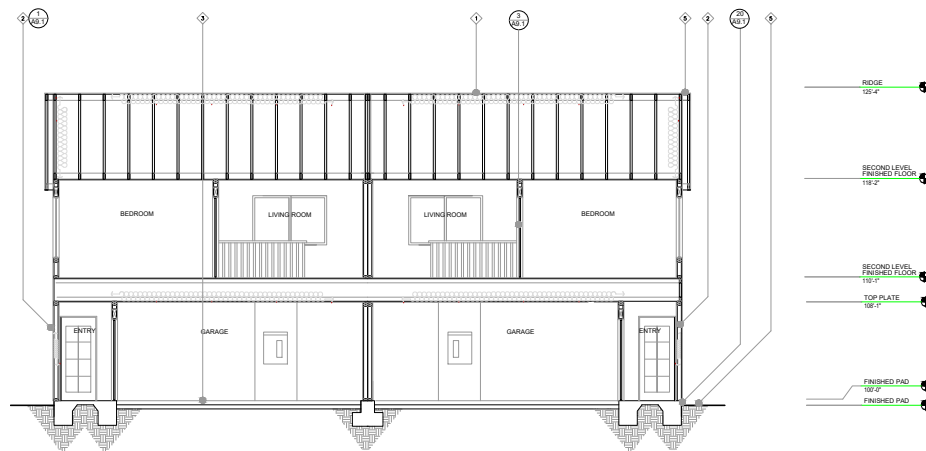
A 8.3



SECTION A



SECTION B



SECTION C

SECTION NOTES

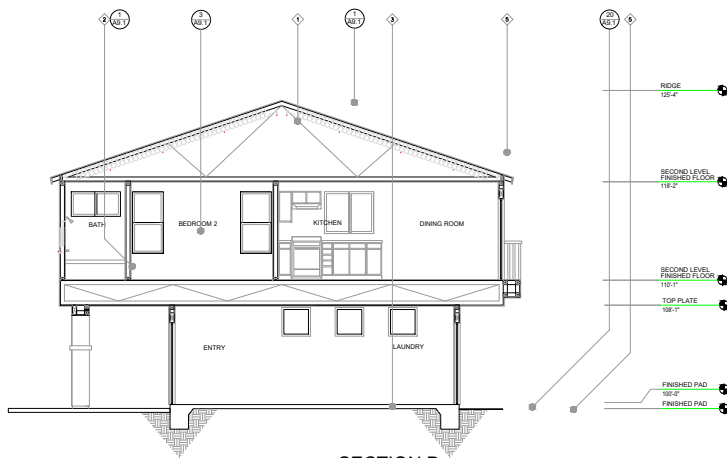
ALL ELEVATION HEIGHTS INDICATED ON DRAWINGS ARE IN CONJUNCTION WITH 192.5' BENCHMARK ELEVATION INDICATED ON FLOOR PLANS.

- 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" CONG. 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

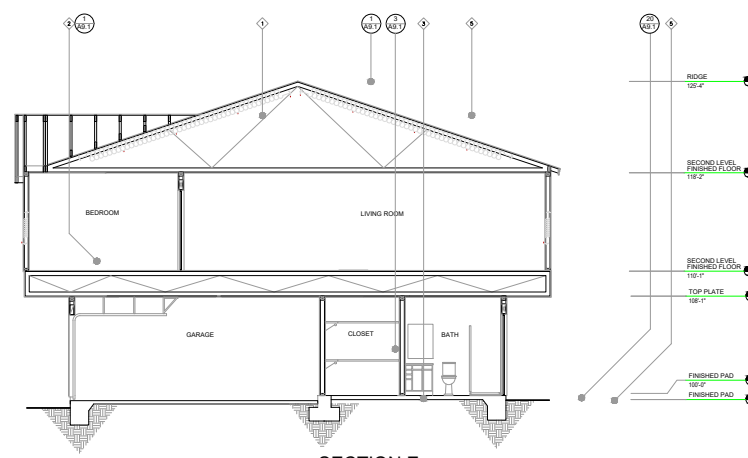
DATE: 4/28/21
ADDRESS: TBD
OXNARD, CA

SECTIONS
PORTOFINO PL. & FIFTH STREET, OXNARD CA

SHEET NUMBER
A 9.0



SECTION D



SECTION E

SECTION NOTES

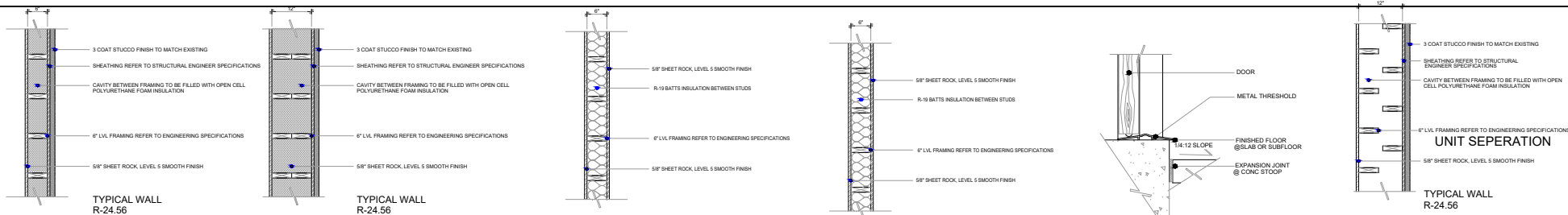
ALL ELEVATION HEIGHTS INDICATED ON DRAWINGS ARE IN CONJUNCTION WITH 102'-0" BENCHMARK ELEVATION INDICATED ON FLOOR PLANS.

- ① ROOF SYSTEM:
TRIC THERMOPLASTIC POLYOLEFIN
SYSTEM APPLIED OVER 3/4" OSB. USE
ONLY MO APPROVED SYSTEM APPLIED
ADHESIVES, SEAM WELDS AND FASTENERS
(TOP 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 @ 1" 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" COND. SLAB (TYPICAL G.N.O.)
w/ ASPH. SURFACE 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



1 EXTERIOR WALL DETAIL
R-VALUE 24.56

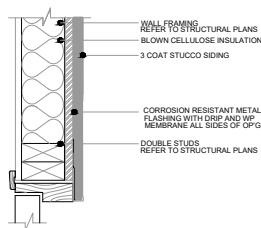
2 THICKENED EXTERIOR WALL DETAIL
R-VALUE 24.56

3 6" INTERIOR WALL DETAIL

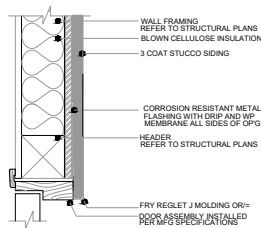
4 1-HR WALL

5 TYP DOOR THRESHOLD DETAIL

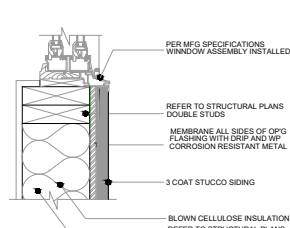
6 STAGGERED STUD WALL
R-VALUE 24.56



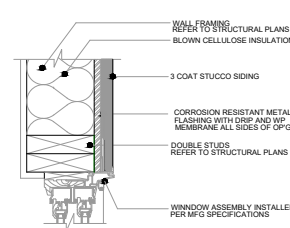
7 EXTERIOR DOOR JAMB



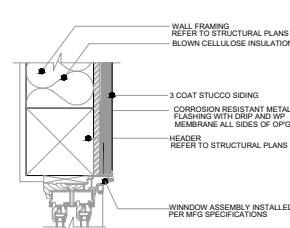
8 EXTERIOR DOOR HEADER



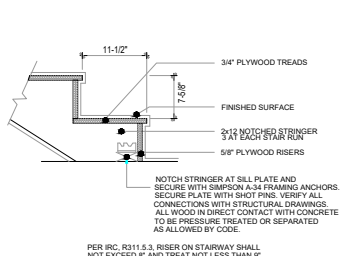
9 EXTERIOR WINDOW SILL



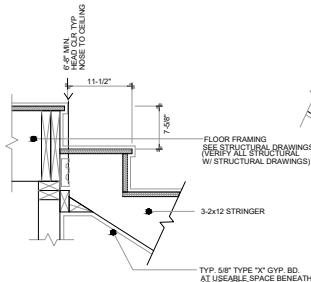
10 EXTERIOR WINDOW JAMB



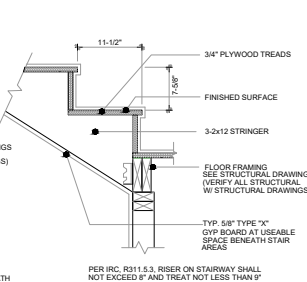
11 EXTERIOR WINDOW HEADER



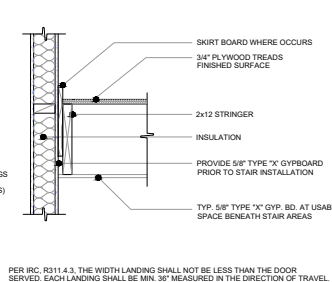
12 STRINGER @ FINISH FLOOR



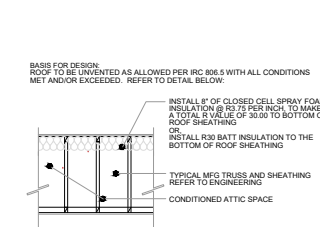
13 STAIR DETAIL @ LANDING



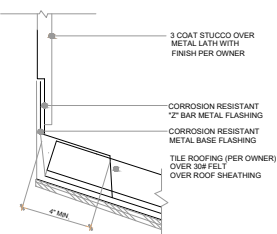
14 STINGER DETAIL @ LANDING



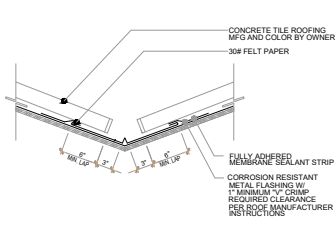
15 STAIR LANDING DETAIL



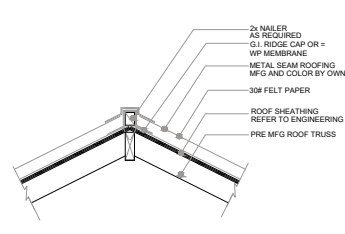
16 ROOF INSULATION DESIGN



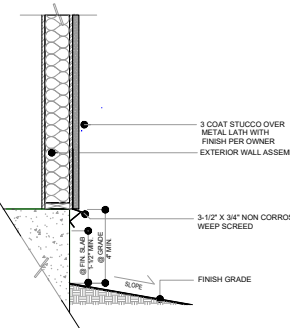
17 ROOF FLASHING DETAIL



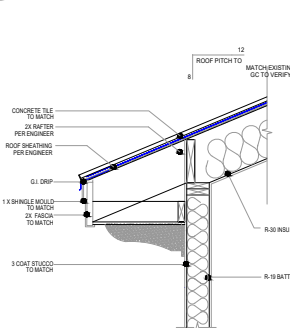
18 VALLEY FLASHING DETAIL



19 RIDGE DETAIL



20 TYPICAL WEEP SCREED

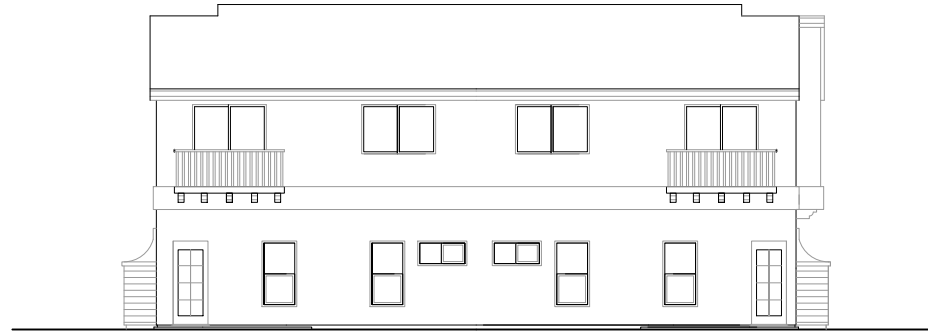


21 Fascia detail

DATE: 4/28/21
ADDRESS: TBD
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DETAILS
PORTOFINO PL. & FIFTH STREET, OXNARD CA

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



GROUND COVERS

	SHREDDED REDWOOD BARK MULCH, 3" DEEP LAYER WITH PER-EMERGENT HERBICIDE 30/25 S.F. OF LANDSCAPE AREA)
	PHYLLA NODIFLORA KURAPALI PLANT AT 12" O.C. FROM FLATS. APPLY PER-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 (3,339 S.F. OF LANDSCAPE AREA)

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 General Plan	X		With approval of the General Plan Amendment and Zone Change the project will be consistent with the 2030 General Plan and City's City Code (Zoning Ordinance).
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
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				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.
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		All ADA requirements are provided.
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
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	Emission Control Devices 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		approval.
Policy ER-14.6	Minimizing Dust and Air Emissions through Permitting Requirements 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	Mitigation Monitoring 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	Minimize Liquefaction Risk 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		
Policy SH-1.3	Building Code Standards 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		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 SH-1.4	Soil, Geologic, and Structural Evaluation Reports 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	Required Geologic Reports Continue to require the submission of a geological report for proposed development located in a potential liquefaction area.	X		
Policy SH-1.7	Soil Investigations 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.
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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

Off-street parking: Residents (16-622) Visitor (16-622)	Code-required parking 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 34 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
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	Comply with Section 16-320 of the	Partial Lighting Plan provided	YES,

Attachment J

Portofino Place Zoning ComplianceTable

(16-320)	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.	(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)	w/condition for photometric review
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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.

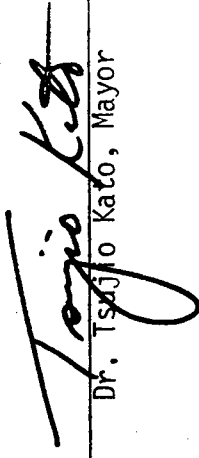
Passed and adopted this 29th day of May, 1979, by the following

vote:

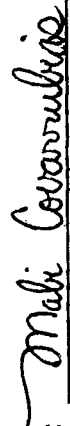
AYES: Takasugi, Kato, Lopez, Miller

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. – Children: Tot lot, jungle gym.	Pool/ Playground area recreational Building	YES

Attachment L
City Council Resolution No. 7658
Advisory Condominium
Standard Table

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.

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.

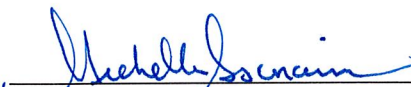
NOES: Councilman MacDonald.

ABSENT: None.

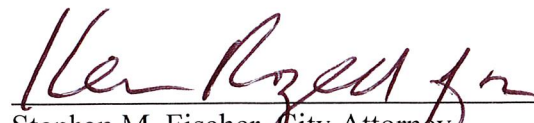
ABSTAIN: None.


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>
Signature: <u>[Signature]</u>	Email: <u>[REDACTED]</u>
Printed Name: <u>Pamela Sargue</u>	Mobile Phone #: <u>[REDACTED]</u>
Signature: <u>[Signature]</u>	Email: <u>[REDACTED]</u>

PLEASE PRINT LEGIBLY

PZ-19-500-04 Proposed Project at 5th Street & Portofino

Page 2 of

We Oxnard residents oppose the residential details of the above proposed project and request the following changes be implemented into the plans:

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Printed Name: <u>ARTURO PADILLA</u>	Mobile Phone #: <u>[REDACTED]</u>
Signature: <u>[Signature]</u>	Email: <u>[REDACTED]</u>
Printed Name: <u>Brian Padilla</u>	Mobile Phone #: <u>[REDACTED]</u>
Signature: <u>[Signature]</u>	Email: <u>[REDACTED]</u>
Name: <u>Eric Padilla</u>	Mobile Phone #: <u>[REDACTED]</u>
Signature: <u>[Signature]</u>	Email: <u>[REDACTED]</u>
Printed Name: <u>Helena Padilla</u>	Mobile Phone #: <u>[REDACTED]</u>
Signature: <u>[Signature]</u>	Email: <u>[REDACTED]</u>
Printed Name: <u>Kevin Padilla</u>	Mobile Phone #: <u>[REDACTED]</u>
Signature: <u>[Signature]</u>	Email: <u>[REDACTED]</u>
Printed Name: <u>Steven Padilla</u>	Mobile Phone #: <u>[REDACTED]</u>
Signature: <u>[Signature]</u>	Email: <u>[REDACTED]</u>
Printed Name: <u>Urian Blancarte</u>	Mobile Phone #: <u>[REDACTED]</u>
Signature: <u>[Signature]</u>	Email: <u>[REDACTED]</u>
Printed Name: <u>LARRY BLANCARTE</u>	Mobile Phone #: <u>[REDACTED]</u>
Signature: <u>[Signature]</u>	Email: <u>[REDACTED]</u>

PLEASE PRINT LEGIBLY

PZ-19-500-04 Proposed Project at 5th Street & PortofinoPage 3 of

We Oxnard residents oppose the residential details of the above proposed project and request the following changes be implemented into the plans:

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- 4 Remove gates into cul-de-sacs to dissuade new residents from parking outside development.

Printed Name: <u>John C. Martinez</u>	Mobile Phone #: <u>[REDACTED]</u>
Signature: <u>[Signature]</u>	Email: <u>[REDACTED]</u>
Printed Name: <u>Eric French</u>	Mobile Phone #: <u>[REDACTED]</u>
Signature: <u>[Signature]</u>	Email: <u>[REDACTED]</u>
Name: <u>Andrew French</u>	Mobile Phone #: <u>[REDACTED]</u>
Signature: <u>[Signature]</u>	Email: <u>[REDACTED]</u>
Printed Name: <u>Luis Chaves-Pardo</u>	Mobile Phone #: <u>[REDACTED]</u>
Signature: <u>Luis Chaves-Pardo</u>	Email: <u>[REDACTED]</u>
Printed Name: <u>Xiao Chaves</u>	Mobile Phone #: <u>[REDACTED]</u>
Signature: <u>Xiao Y Chaves</u>	Email: <u>[REDACTED]</u>
Printed Name: <u>Wendy Hernandez</u>	Mobile Phone #: <u>[REDACTED]</u>
Signature: <u>Wendy Hernandez</u>	Email: <u>[REDACTED]</u>
Printed Name: <u>RONALD HERNANDEZ</u>	Mobile Phone #: <u>[REDACTED]</u>
Signature: <u>Ronald Hernandez</u>	Email: <u>[REDACTED]</u>
Printed Name: <u>ROBERT REYES</u>	Mobile Phone #: <u>[REDACTED]</u>
Signature: <u>Robert Reyes</u>	Email: <u>[REDACTED]</u>

PLEASE PRINT LEGIBLY

PZ-19-500-04 Proposed Project at 5th Street & PortofinoPage 4 of

We Oxnard residents oppose the residential details of the above proposed project and request the following changes be implemented into the plans:

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- 4 Remove gates into cul-de-sacs to dissuade new residents from parking outside development.

Printed Name: <u>Martha Reyes</u>	Mobile Phone #: <u>[REDACTED]</u>
Signature: <u>[Signature]</u>	Email: <u>[REDACTED]</u>
Printed Name: <u>Maria Elena Martinez</u>	Mobile Phone #: <u>[REDACTED]</u>
Signature: <u>[Signature]</u>	Email: <u>[REDACTED]</u>
Name: <u>Eduardo Noyano</u>	Mobile Phone #: <u>[REDACTED]</u>
Signature: <u>[Signature]</u>	Email: <u>[REDACTED]</u>
Printed Name: <u>Kevin Navarro</u>	Mobile Phone #: <u>[REDACTED]</u>
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Signature: <u>[Signature]</u>	Email: <u>[REDACTED]</u>
Printed Name: <u>Jocelyn Moo</u>	Mobile Phone #: <u>[REDACTED]</u>
Signature: <u>[Signature]</u>	Email: <u>[REDACTED]</u>

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PZ-19-500-04 Proposed Project at 5th Street & PortofinoPage 5 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.

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Printed Name: Judy Perkins	Mobile Phone #: [REDACTED]
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Printed Name: Pamela Guzman	Mobile Phone #: [REDACTED]
Signature: <i>[Signature]</i>	Email: [REDACTED]
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Signature: <i>Rosa Martinez</i>	Email: [REDACTED]

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Printed Name: <u>ELISEO CISNEVOS</u>	Mobile Phone #: <u>[REDACTED]</u>
Signature: <u>[Signature]</u>	Email: <u>[REDACTED]</u>
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Printed Name: <u>Jeannette Vickery</u>	Mobile Phone #: <u>[REDACTED]</u>
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Printed Name: <u>Guadalupe Tapia</u>	Mobile Phone #: <u>[REDACTED]</u>
Signature: <u>[Signature]</u>	Email: <u>[REDACTED]</u>
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Printed Name: <u>Andrea Tapia</u>	Mobile Phone #: <u>[REDACTED]</u>
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Printed Name: <u>Yarely Navarro</u>	Mobile Phone #: <u>[REDACTED]</u>
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PZ-19-500-04 Proposed Project 5th Street & Portofino

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Printed Name: Faith Collas	Phone#: [REDACTED]
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Printed Name: John Collas	Phone#: [REDACTED]
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Printed Name: Anne Renard	Phone#: [REDACTED]
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Signature: <u>[Signature]</u>	Email: <u>[REDACTED]</u>
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PZ-19-500-04 Proposed Project 5th Street & Portofino

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Printed Name: Shane O'Neill	Phone#: [REDACTED]
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Name: [Signature]	Phone#: [REDACTED]
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Printed Name: [Signature]	Phone#: [REDACTED]
Signature: [Signature]	Email: [REDACTED]
Printed Name: Keith DOWNTON	Phone#: [REDACTED]
Signature: [Signature]	Email: [REDACTED]
Printed Name: NORA WITT	Phone#: [REDACTED]
Signature: [Signature]	Email: [REDACTED]
Printed Name: Shannon Pemberton	Phone#: [REDACTED]
Signature: [Signature]	Email: [REDACTED]
Printed Name: [REDACTED]	Phone#: [REDACTED]
Signature: [REDACTED]	Email: [REDACTED]
Name: [REDACTED]	Phone#: [REDACTED]



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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November 2021



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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

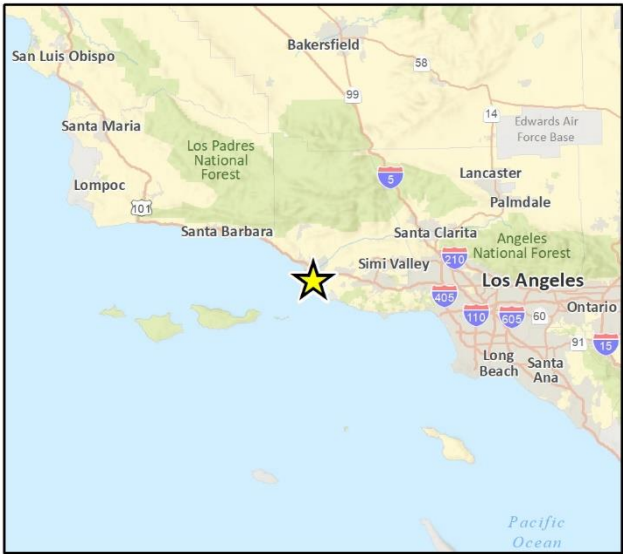


Fig 1 Regional Location

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 ROG 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	

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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

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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	0.1792	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

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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

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

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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	0.6772					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

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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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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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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

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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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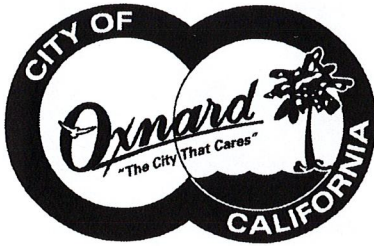
Boilers

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.
6. City of Oxnard, *The Municipal Code of the City of Oxnard - Zoning Ordinance*, current edition.
7. City of Oxnard, Development Services Department, Planning Division, and *Zone & Land Use Maps*, current editions.
8. City of Oxnard, Fire Department, *Fire Protection Planning Guide*, January 1990.
9. Ventura County Air Pollution Control District, *Air Quality Management Plan*, current edition.
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.
13. City of Oxnard, Public Works Department, *Master Sewer Plan*, current edition.
14. City of Oxnard, Public Works Department, *Master Drainage Plan*, current edition.
15. City of Oxnard, Public Works Department, *Master Water Plan*, current edition.
16. California State University - Fullerton South Central Coastal Information Center, *California Historical Resources Information System*, Department of Anthropology, Fullerton, California.
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.
19. Ventura County, Property Administration Agency, *Final Report: Cultural Heritage Survey, Phase I*, Oxnard and Santa Paula, 1981.

Environmental Impact Reports

1. City of Oxnard, *FEIR for the Fifth and Patterson project (Tract 5340)*.

TRACT NO. 5640
IN THE CITY OF OXNARD,
COUNTY OF VENTURA, STATE OF CALIFORNIA

REVISÉ DATE: JUNE 30, 2004

LOT AREA TABLE:	LOT AREA	EST. AREA (EA.)
1	1.00	
2	2.00	
3	3.00	
4	4.00	
5	5.00	
6	6.00	
7	7.00	
8	8.00	
9	9.00	
10	10.00	
11	11.00	
12	12.00	
13	13.00	
14	14.00	
15	15.00	
16	16.00	
17	17.00	
18	18.00	
19	19.00	
20	20.00	
21	21.00	
22	22.00	
23	23.00	
24	24.00	
25	25.00	
26	26.00	
27	27.00	
28	28.00	
29	29.00	
30	30.00	
31	31.00	
32	32.00	
33	33.00	
34	34.00	
35	35.00	
36	36.00	
37	37.00	
38	38.00	
39	39.00	
40	40.00	
41	41.00	
42	42.00	
43	43.00	
44	44.00	
45	45.00	
46	46.00	
47	47.00	
48	48.00	
49	49.00	
50	50.00	
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86	86.00	
87	87.00	
88	88.00	
89	89.00	
90	90.00	
91	91.00	
92	92.00	
93	93.00	
94	94.00	
95	95.00	
96	96.00	
97	97.00	
98	98.00	
99	99.00	
100	100.00	
TOTAL	100.00	

GENERAL NOTES:

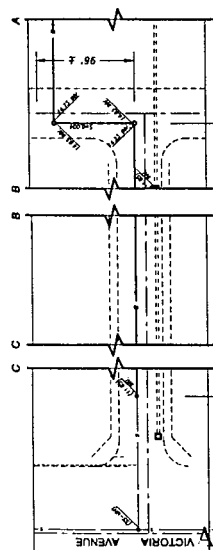
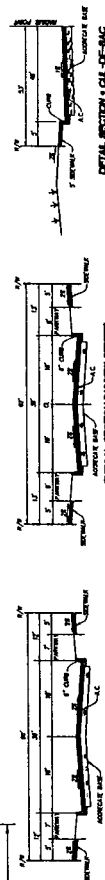
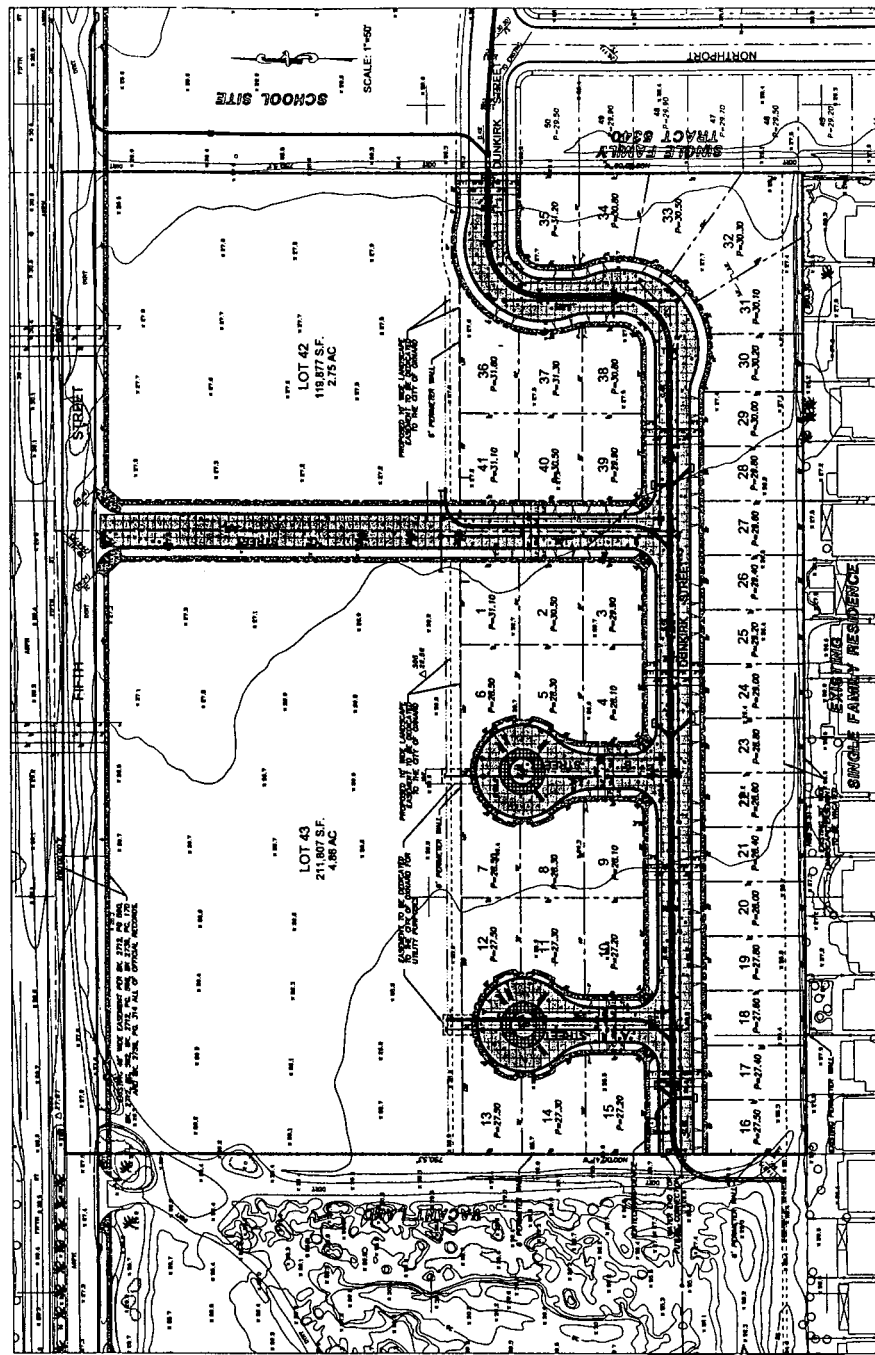
- [illegible]

PROJECT SUMMARY

PLAN 1	11 UNITS	
PLAN 2	14 UNITS	
PLAN 3	16 UNITS	
	5,082	
SMALL LOT AREA	41 LOTS	
SMALL FAMILY RESOURCES	17.06 Acres	
TOTAL AREA	AGRICULTURE	
EXISTING USE	R-1 PD	
PROPOSED ZONING	C-3	
PROPOSED USE	SMALL FAMILY RESIDENTIAL	
LOT 1 TO 41		

ABBREVIATIONS:

- | | |
|---|-------------------------|
| C | TOP OF CURB |
| L | FLOW LINE |
| P | HIGH POINT |
| P | LOW POINT |
| B | GRADE BREAK |
| L | CENTER LINE |
| W | RIGHT OF WAY |
| W | SIDEWALK |
| W | PAVEMENT |
| C | ASPHALT CONCRETE PAVING |



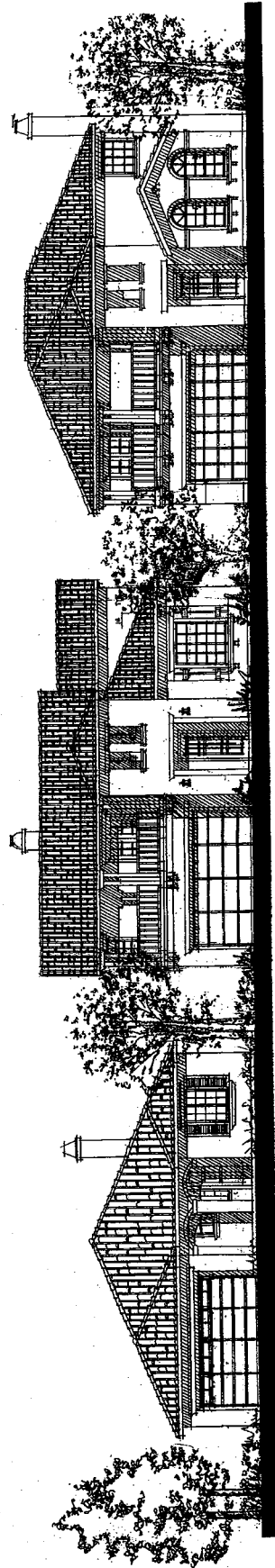
ATTACHMENT 5
PAGE 66 OF 125



710172

ITEM

Source no: 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



KTGY NO. 2003634

DUNKIRK STREET

Oxnard, California



COMMUNITY DYNAMICS

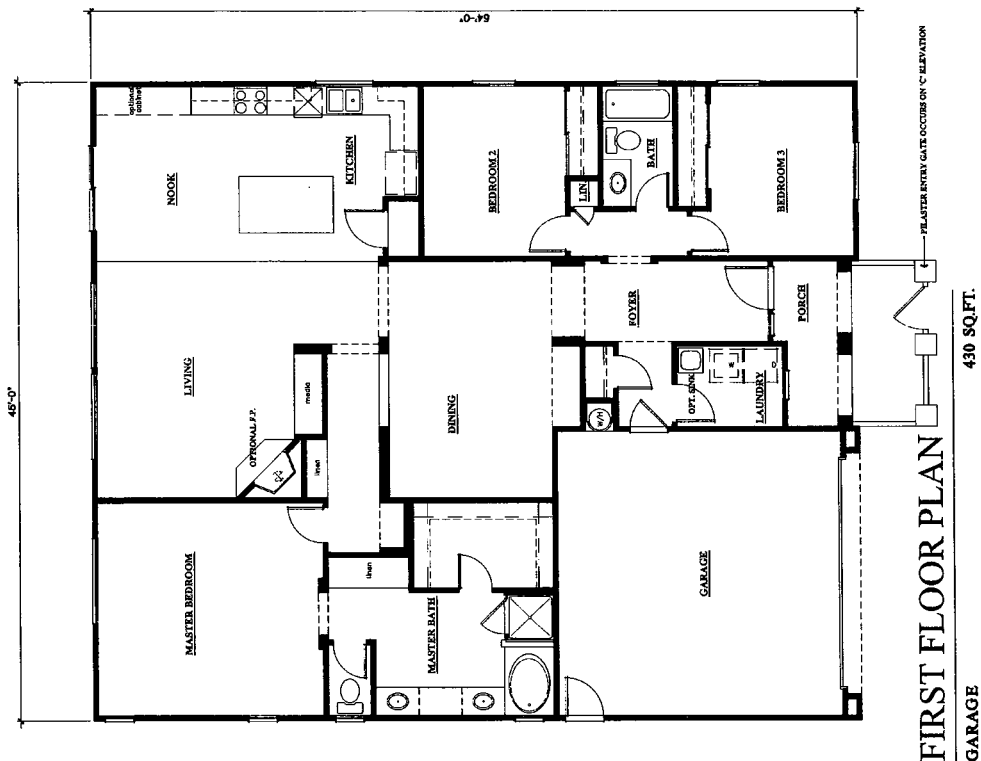
BROOKFIELD
HOMES

12/29/2003

ATTACHMENT 5

PAGE 67 OF 125

□



KTGY NO. 2003634

SHEET 1

PLAN ONE
1928 SQ. FT.
DUNKIRK STREET
Oxnard, California

□



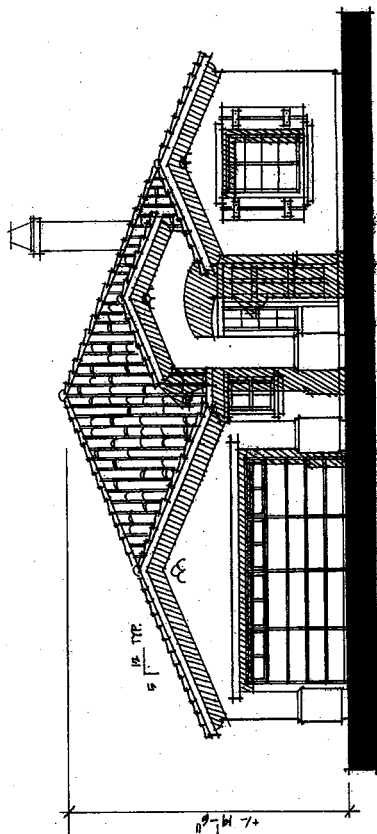
COMMUNITY DYNAMICS



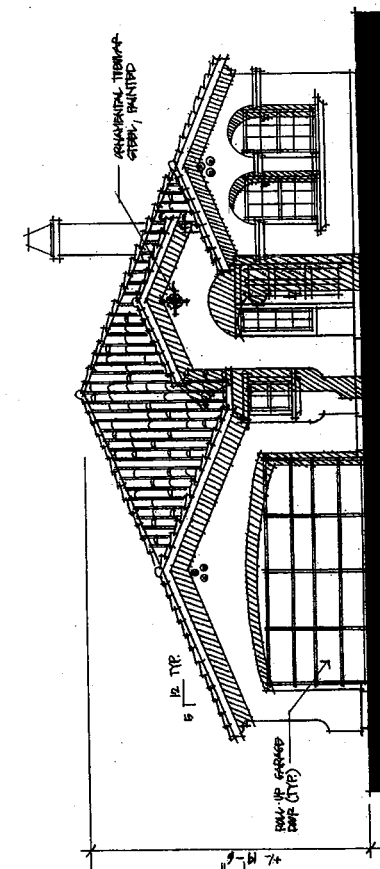
12/29/2003

ELEVATION LEGEND

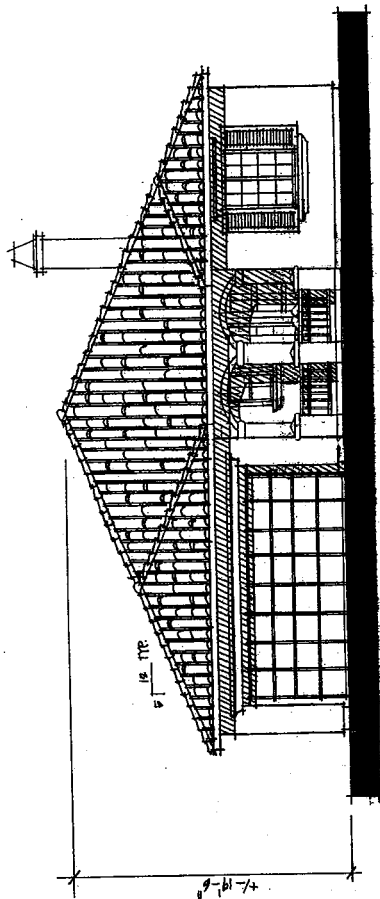
- Roof Material: Concrete "S" Tile
- Wood Fascia
- Stucco Exterior
- Stucco Over Trim at Doors & Windows
- Built up Stucco Walnut Base
- Nesso Shutters
- Nesso Recess
- Roll Up Garage Doors
- Wood Posts and Wood Rail
- Painted Tubular Steel Rail
- Nesso Corbels
- Nesso Decorative Cable End Vents



ELEVATION A



ELEVATION B



ELEVATION C

PLAN ONE DUNKIRK STREET Oxnard, California

COMMUNITY DEVELOPMENT

BROOKFIELD
HOMES

12/29/2003

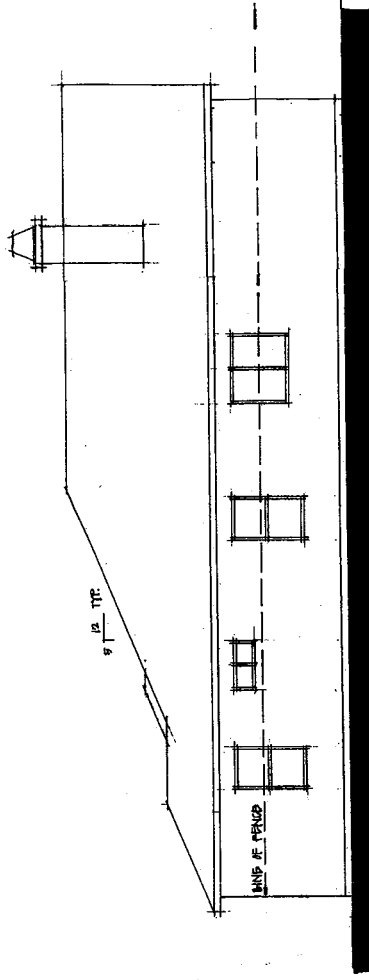
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PAGE 69 OF 1205



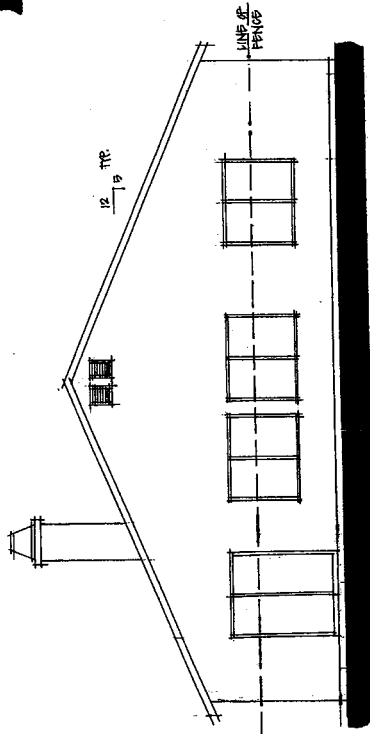
KTGY GROUP, INC.
ARCHITECTURE PLANNING
INTERIOR DESIGN
LANDSCAPE ARCHITECTURE
ALL SERVICES AVAILABLE

KTGY NO. 2003634

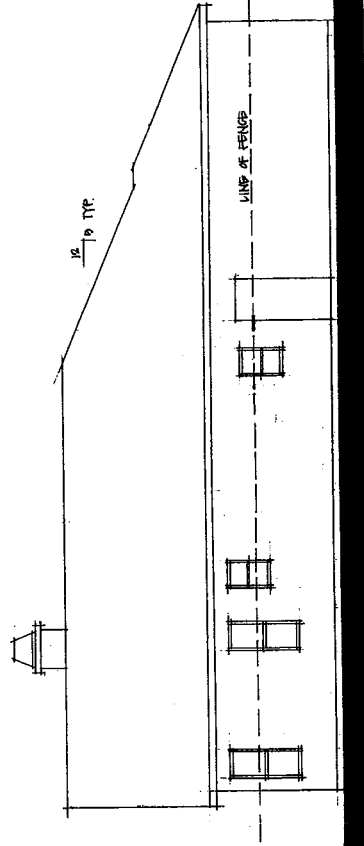
SHEET 2



RIGHT SIDE ELEVATION A



REAR ELEVATION A



LEFT SIDE ELEVATION A

PLAN ONE

DUNKIRK STREET

Oxnard, California



COMMUNITY DYNAMICS



BROOKFIELD HOMES

12/29/2003

ATTACHMENT 5

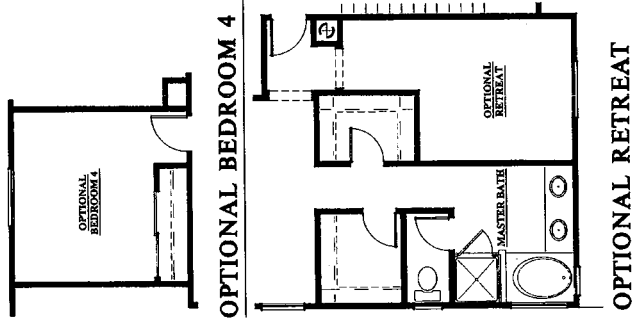
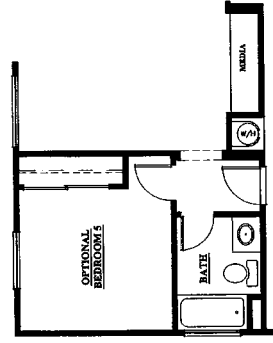
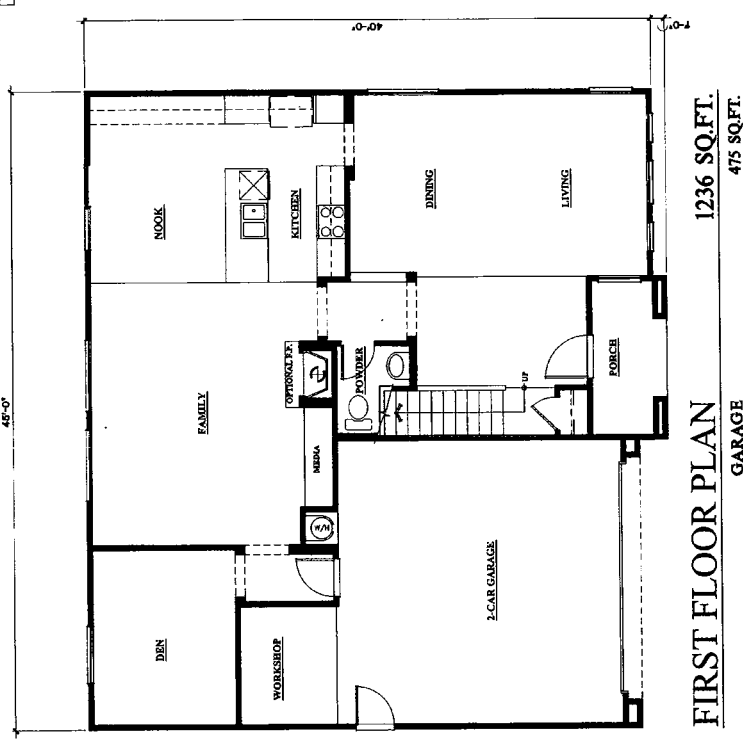
PAGE 70 OF 12562



KTG GROUP, INC.
ARCHITECTS
1000 CALIFORNIA STREET
SUITE 100
OAKLAND, CALIFORNIA 94612
TEL: (415) 778-1000
FAX: (415) 778-1001
WWW.KTG-USA.COM

KTGY NO. 2003634

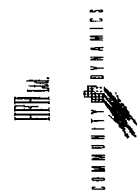
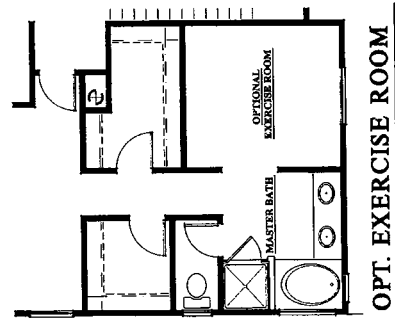
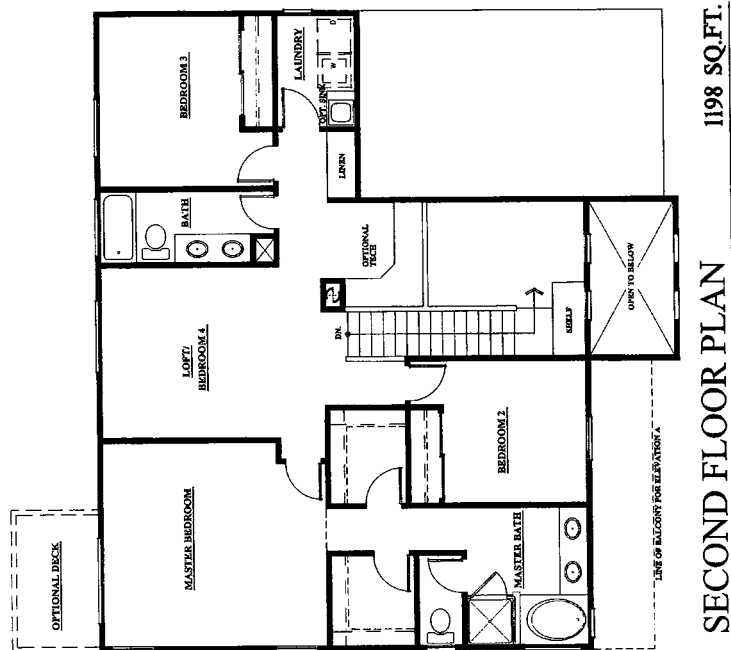
SHEET 3



PLAN TWO
2434 SQ.FT.

DUNKIRK STREET

Oxnard, California



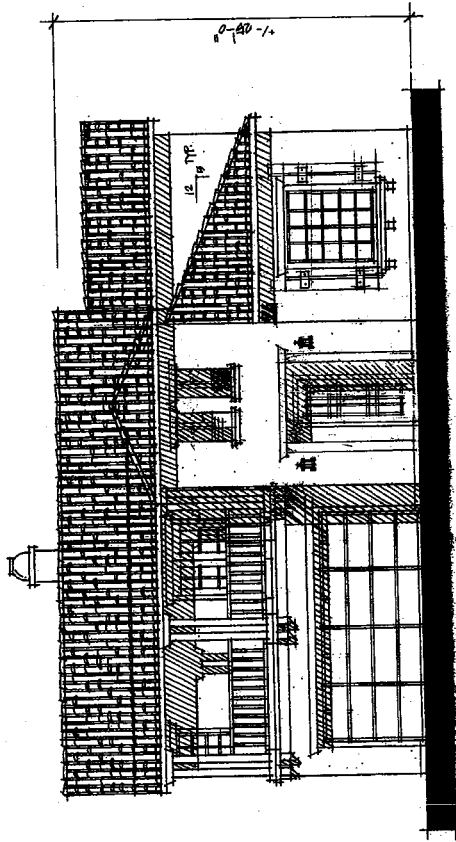
KTGY GROUP INC.
ARCHITECTURAL PLANNING
INTERIOR DESIGN
LANDSCAPE ARCHITECTURE
PAINTING & FINISHES
ALL WORKS SHOWN
ARE APPROXIMATE

KTGY NO. 2003634

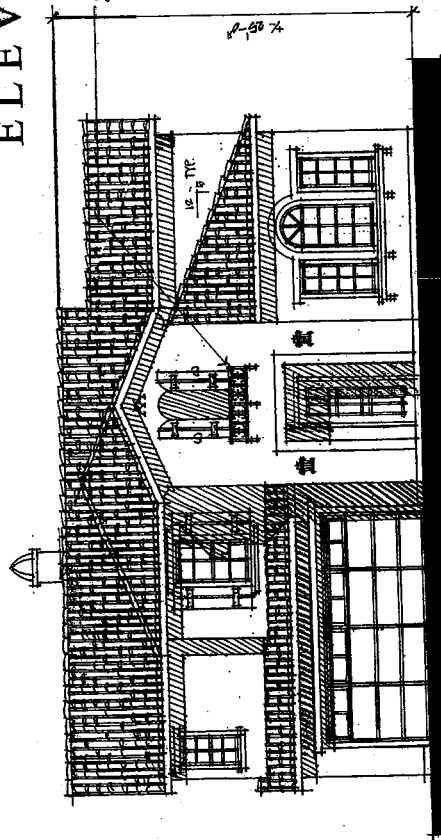
SHEET 4

ELEVATION LEGEND

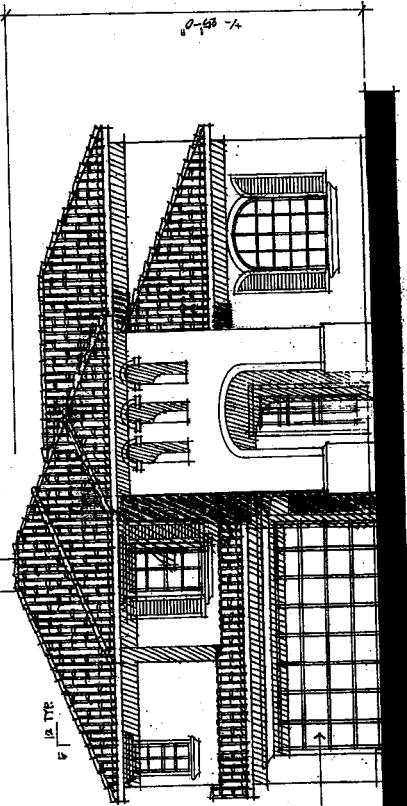
- Roof Material: Concrete "S" Tile
- Wood Paneling
- Stucco Base Coat
- Stucco Over Trim at Doors & Windows
- Built up Stucco Wainscot Base
- Necco Slaters
- Necco Slaters
- Roll Up Garage Doors
- Wood Posts and Wood Rail
- Painted Tubular Steel Rail
- Necco Corbels
- Necco Decorative Cable End Vents



ELEVATION A



ELEVATION B



ELEVATION C

PLAN TWO

DUNKIRK STREET

Oxnard, California



KTGY GROUP, INC.
KITCHEN & BATH
REMODELING
SPECIALISTS
14714 CALIFORNIA AVENUE
VAN NUYS, CA 91411
TEL: (818) 781-8344
FAX: (818) 781-8344
WWW.KTGY.COM

KTGY NO. 2003634

SHEET 5



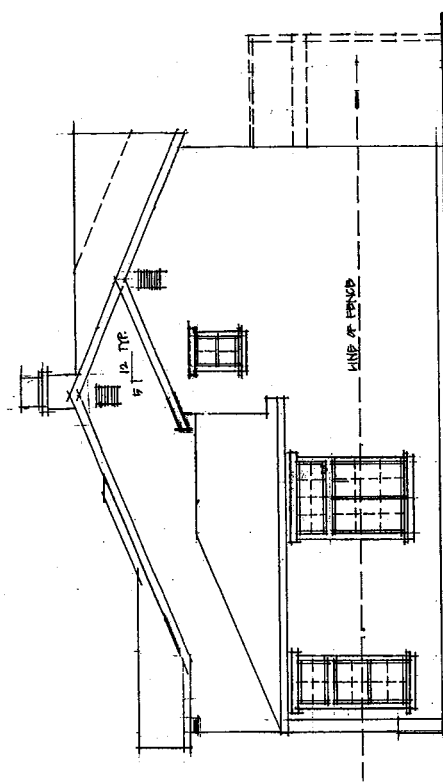
12/29/2003

ATTACHMENT 5

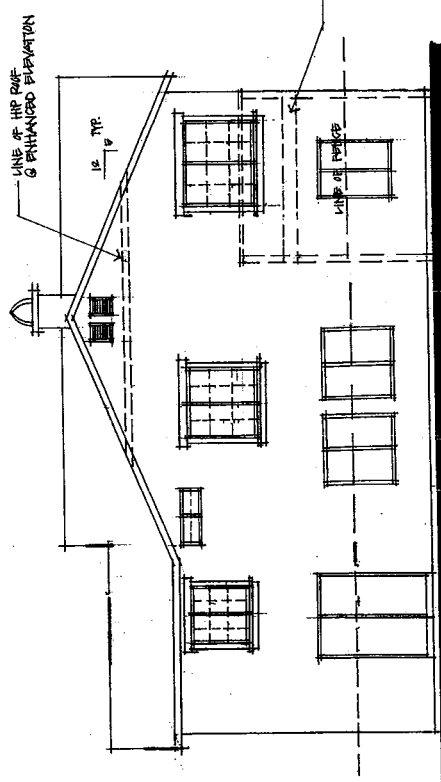
PAGE 72 OF 125 664

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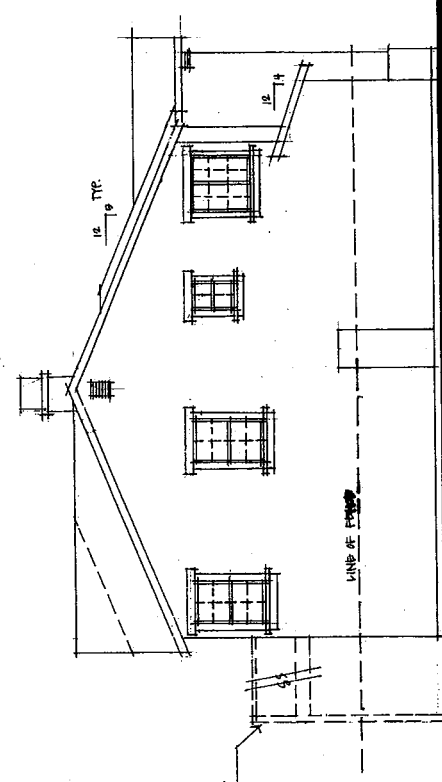
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RIGHT SIDE ELEVATION B



REAR ELEVATION B



LEFT SIDE ELEVATION B

PLAN TWO

DUNKIRK STREET

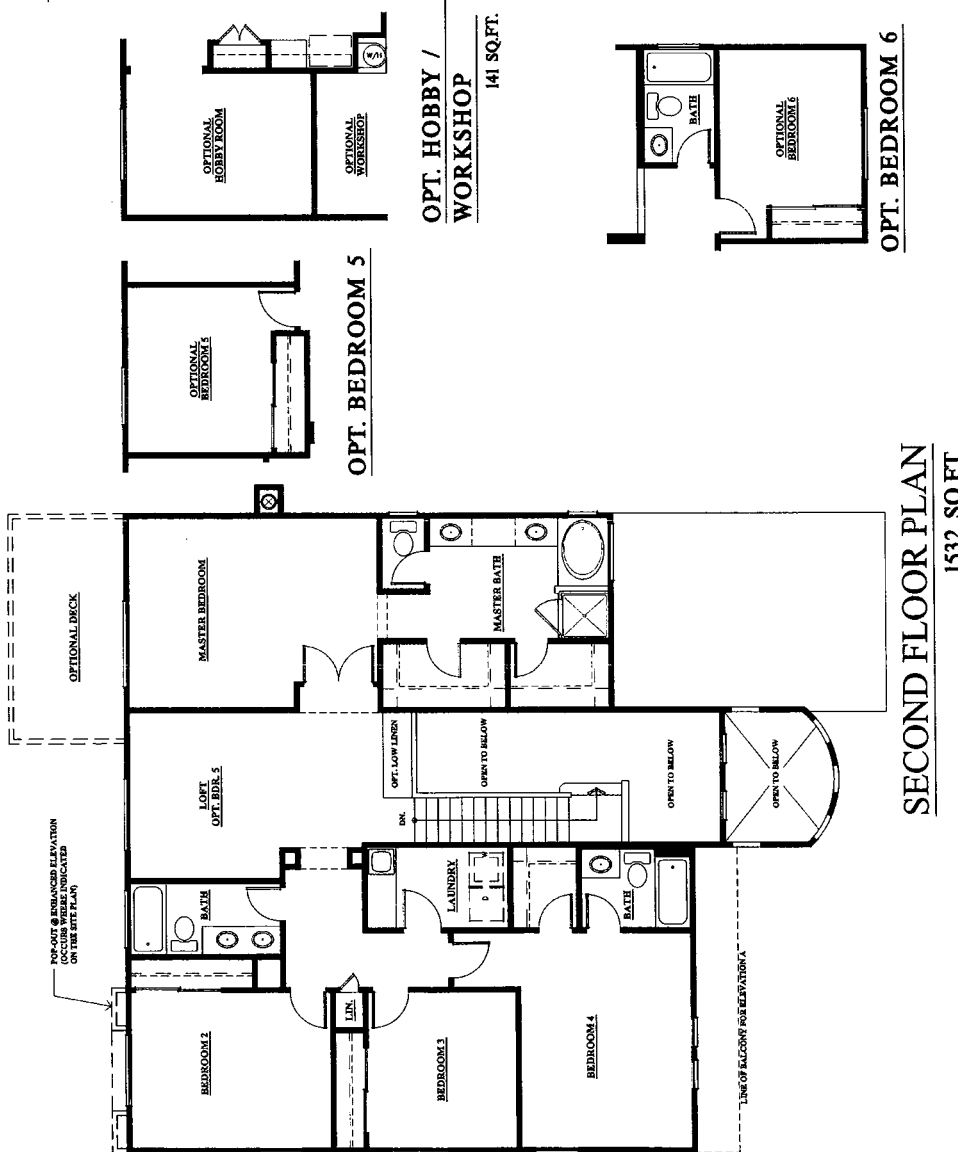
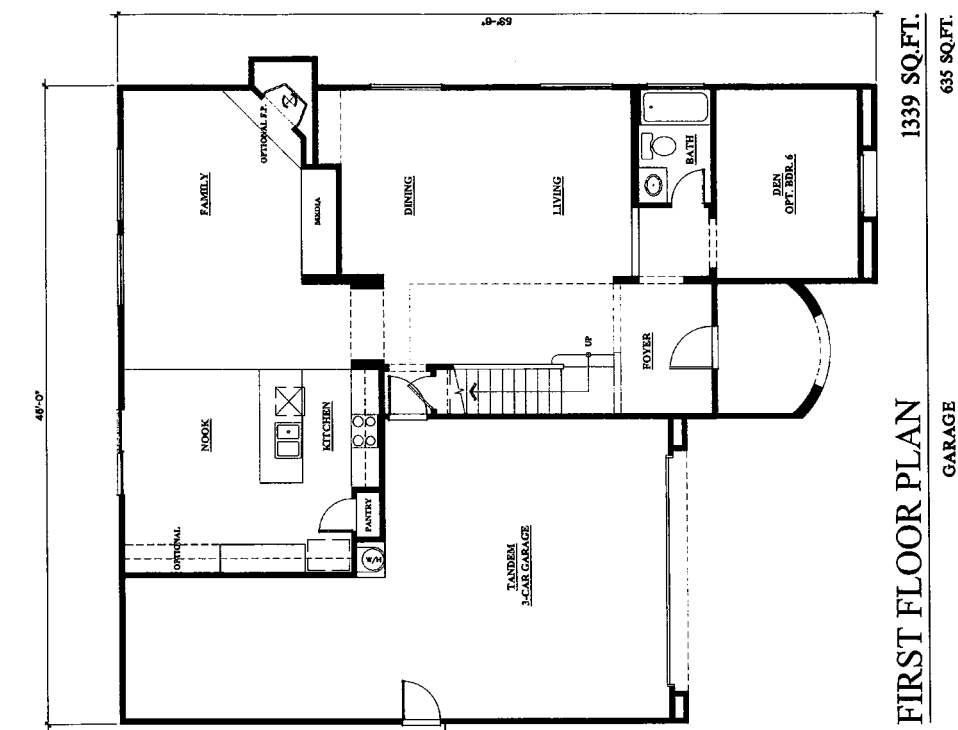
Oxnard, California



KTGY NO. 2003634

SHEET 6 □

ATTACHMENT 5 □



PLAN THREE
2871 SQ.FT.
DUNKIRK STREET
Oxnard, California



KTGY NO. 2003634

SHEET 7



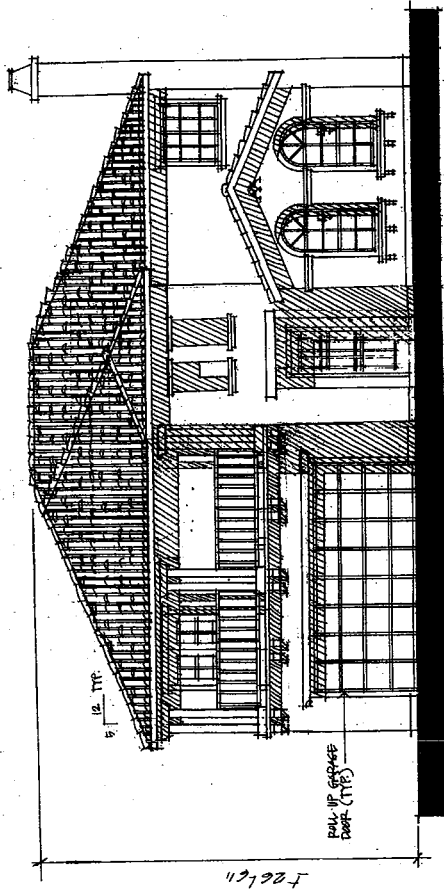
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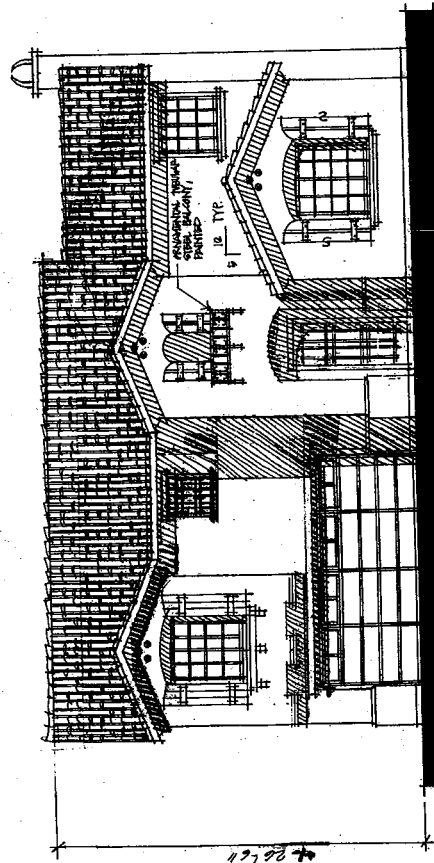
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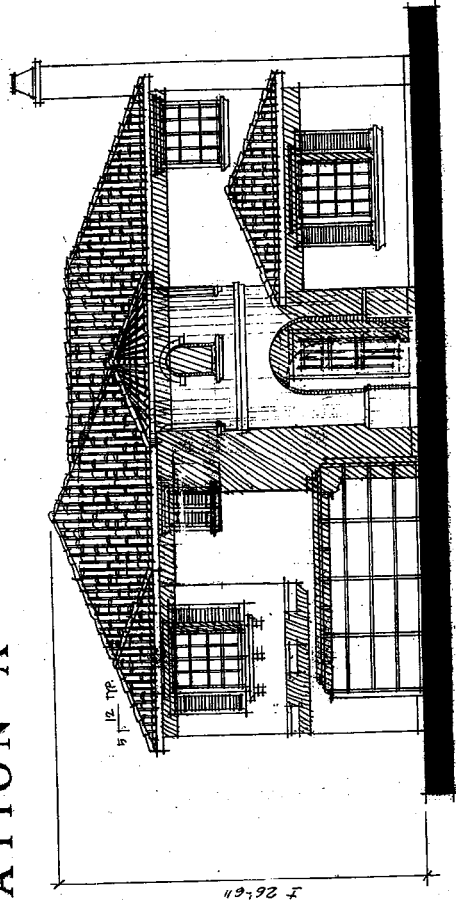
- Roof Material: Concrete "S" Tile
- Wood Facia
- Stucco Exterior
- Stucco Over Trim at Doors & Windows
- Built up Stucco Window Base
- Nesco Shutters
- Painted Tubular Steel Rail
- Ball Up Garage Door (Type)
- Wood Posts and Wood Rail
- Painted Tubular Steel Rail
- Nesco Corbels
- Nesco Decorative Cable End Vents



ELEVATION A



ELEVATION B



ELEVATION C

PLAN THREE DUNKIRK STREET Oxnard, California

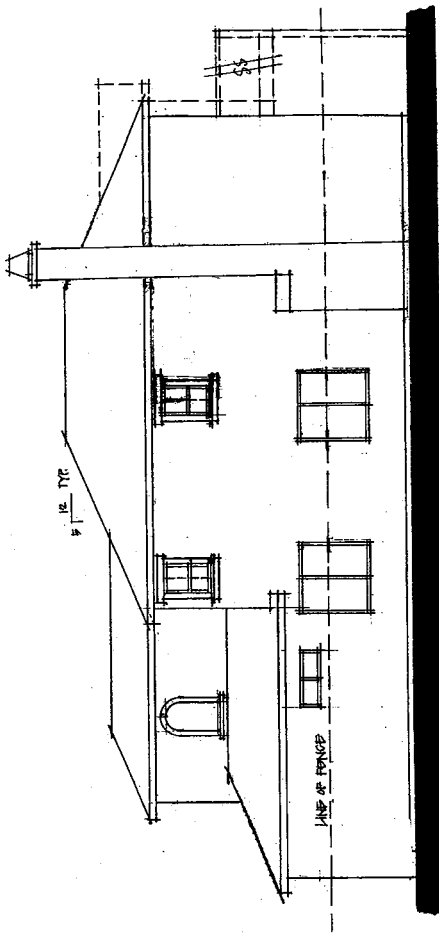


KTGY NO. 2003634

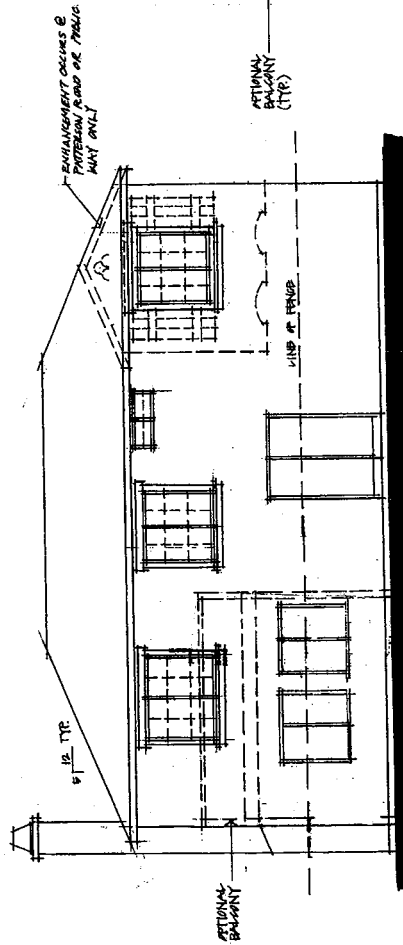
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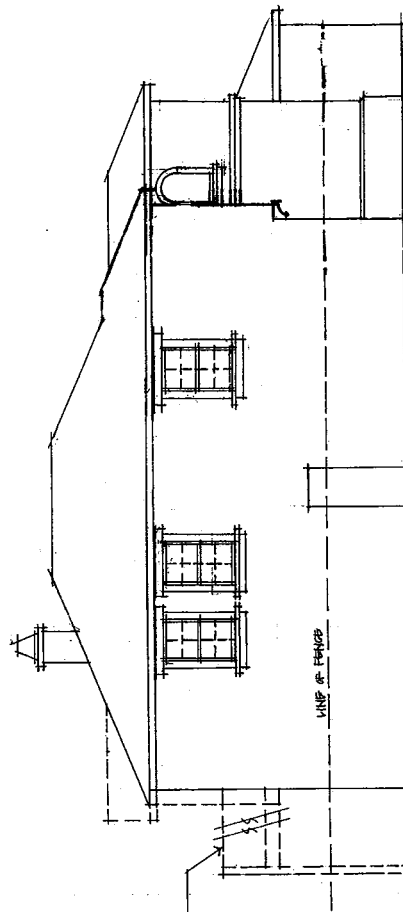
12/29/2003



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

ATTACHMENT

PAGE 76 OF 125

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

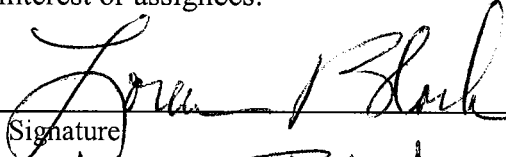
RE: Initial Study and Mitigated Negative Declaration #04-11
Planning and Zoning Permit Nos. PZ 04-500-1 (SUP), 04-300-1
(TSM), 04-620-2 (GPA), 04-570-1 (ZC)

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.

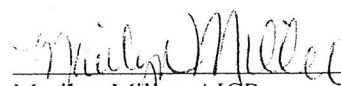
On the basis of an initial study, and in accordance with Section 15070 of the California Code of Regulations, the Planning and Environmental Services Division has determined that there is no substantial evidence that the proposed project may have a significant effect on the environment, and that a mitigated 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.

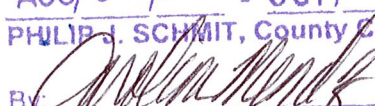
August 20, 2004

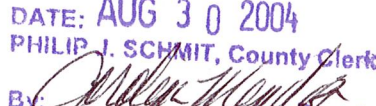
Date


Marilyn Miller, 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  Deputy

FILED
DATE: AUG 30 2004
PHILIP J. SCHMIT, County Clerk
By  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 February 10, 2022, the Oxnard Airport Authority reviewed the project and determined the project is an acceptable land use and is consistent with the adopted Ventura County Airport Comprehensive Land Use Plan; and

WHEREAS, on March 4, 2022, the Airport Land Use Commission reviewed the project and determined the project is consistent with the adopted Ventura County Airport Comprehensive Land Use Plan; and

WHEREAS, on April 19, 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.

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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 19th day of April, 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 February 10, 2022, the Oxnard Airport Authority reviewed the project and determined the project is an acceptable land use and is consistent with the adopted Ventura County Airport Comprehensive Land Use Plan; and

WHEREAS, on March 4, 2022, the Airport Land Use Commission reviewed the project and determined the project is consistent with the adopted Ventura County Airport Comprehensive Land Use Plan; and

WHEREAS, on April 19, 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 19th day of April, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

John Zaragoza, Mayor

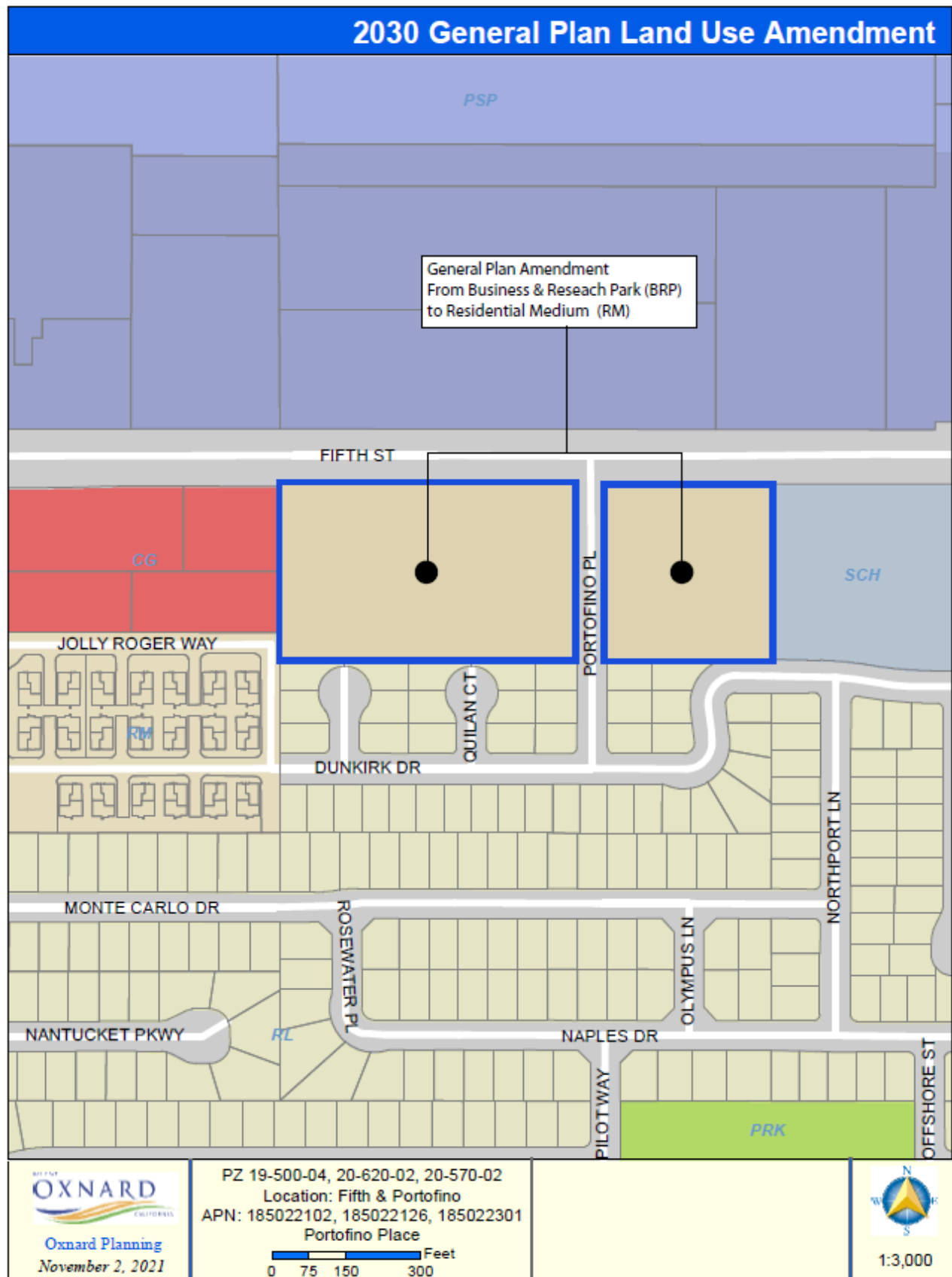
ATTEST:

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, on February 10, 2022, the Oxnard Airport Authority reviewed the project and determined the project is an acceptable land use and is consistent with the adopted Ventura County Airport Comprehensive Land Use Plan; and

WHEREAS, on March 4, 2022, the Airport Land Use Commission reviewed the project and determined the project is consistent with the adopted Ventura County Airport Comprehensive Land Use Plan; 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 April 19, 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 19th day of April, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

Ordinance No. 2021-XX – PZ 20-570-02 [Zone Change]
City Council Hearing Date: April 19, 2022
Page 5 of 6

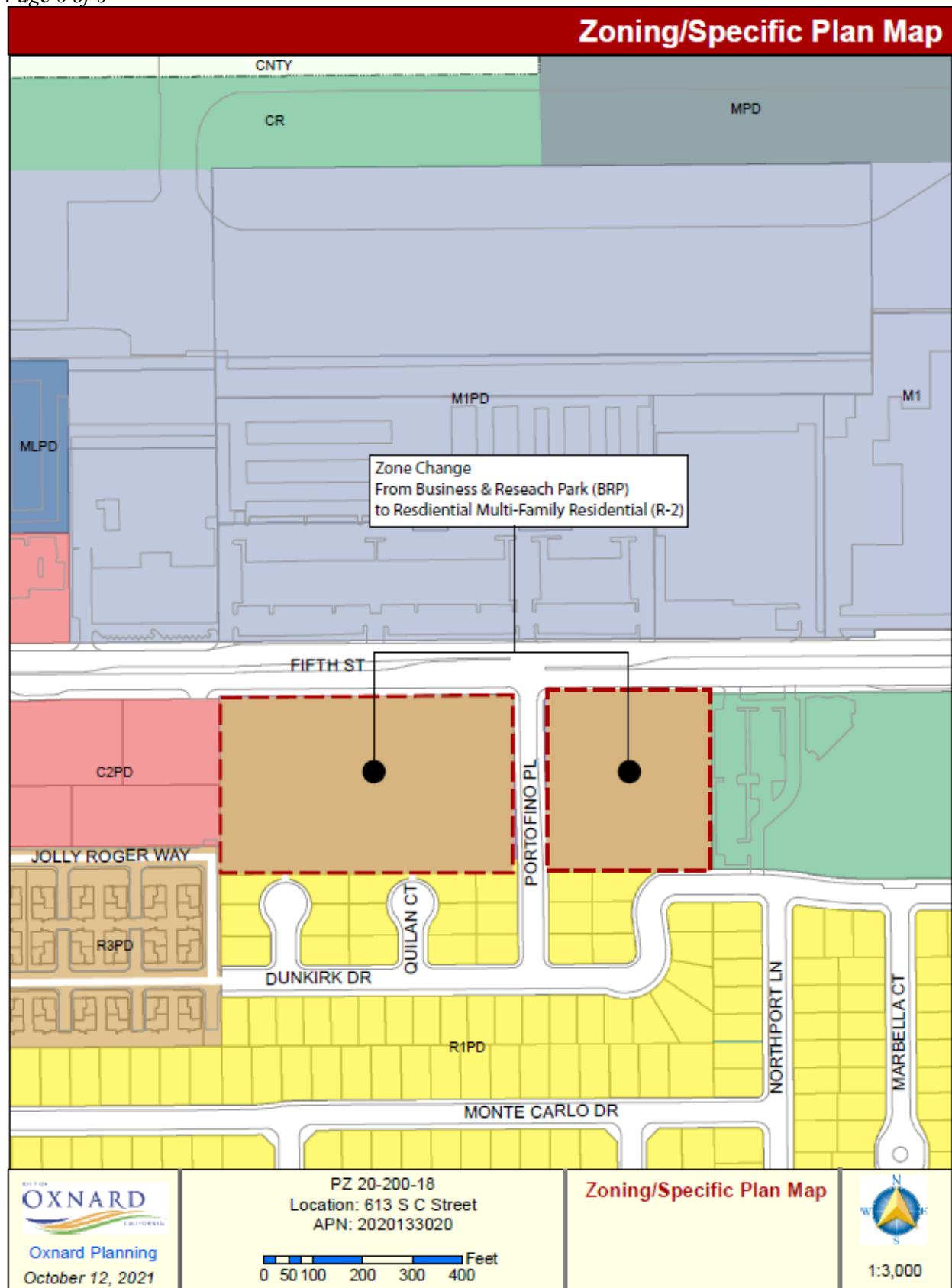
John C. Zaragoza, Mayor

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, on February 10, 2022, the Oxnard Airport Authority reviewed the project and determined the project is an acceptable land use and is consistent with the adopted Ventura County Airport Comprehensive Land Use Plan; and

WHEREAS, on March 4, 2022, the Airport Land Use Commission reviewed the project and determined the project is consistent with the adopted Ventura County Airport Comprehensive Land Use Plan; 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 April 19, 2022 (“the plans”) on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning and Environmental Services Manager (“Planning Manager”) or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major modification shall be required for substantial changes or increases in such items. (PL, G-2)
3. This permit shall automatically become null and void 36 months from the 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 19th day of April, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

John Zaragoza, Mayor

*Resolution No. 2021-XX- PZ No. 20-300-02[Tentative Subdivision Map #6064]
City Council Hearing Date: April 19, 2022
Page 22 of 22*

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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

Scott Kolwitz, Planning & Environmental Services Manager
Vyto Adomaitis, Community Development Director

City Council Meeting
April 19, 2022



Portofino Place



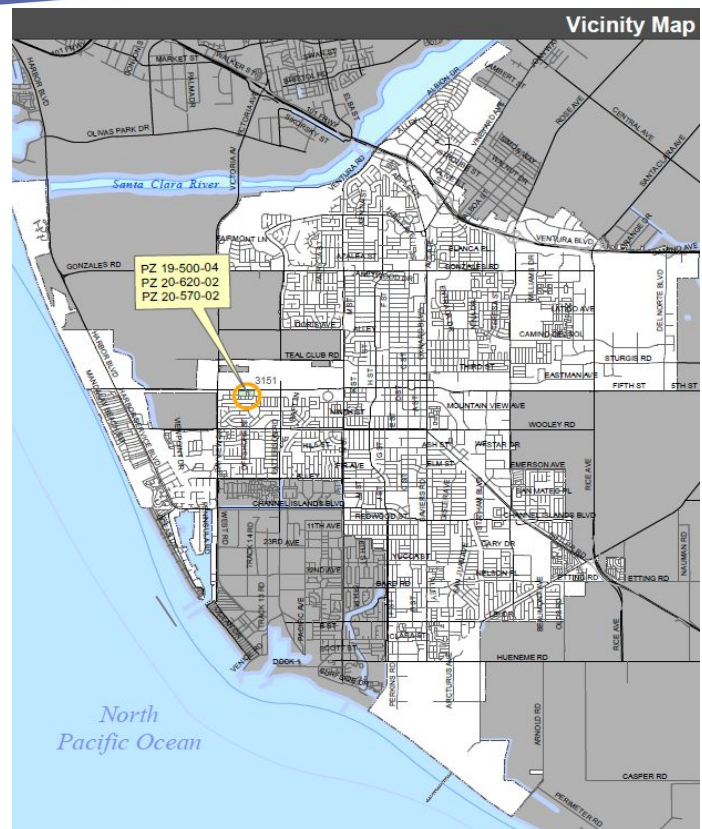
Project Description

- 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

3

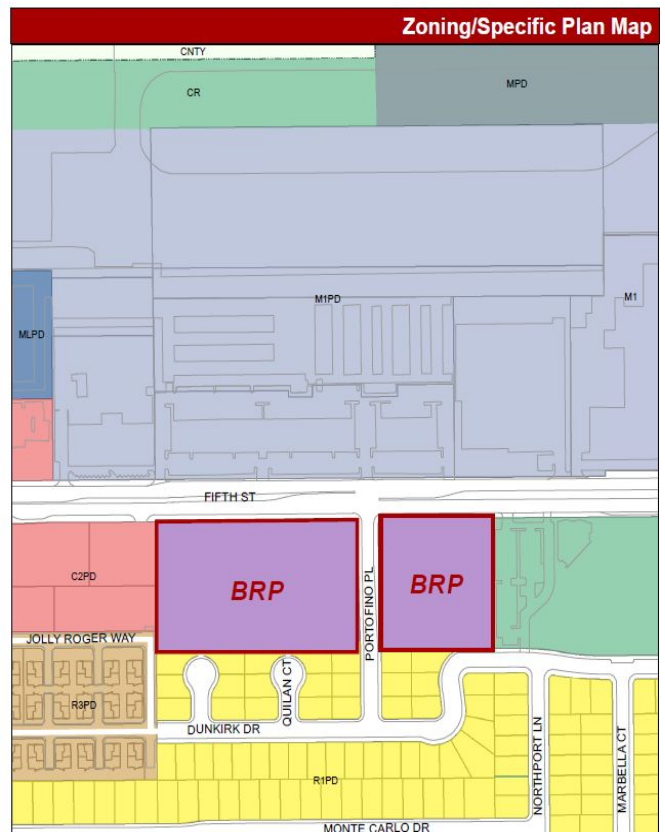
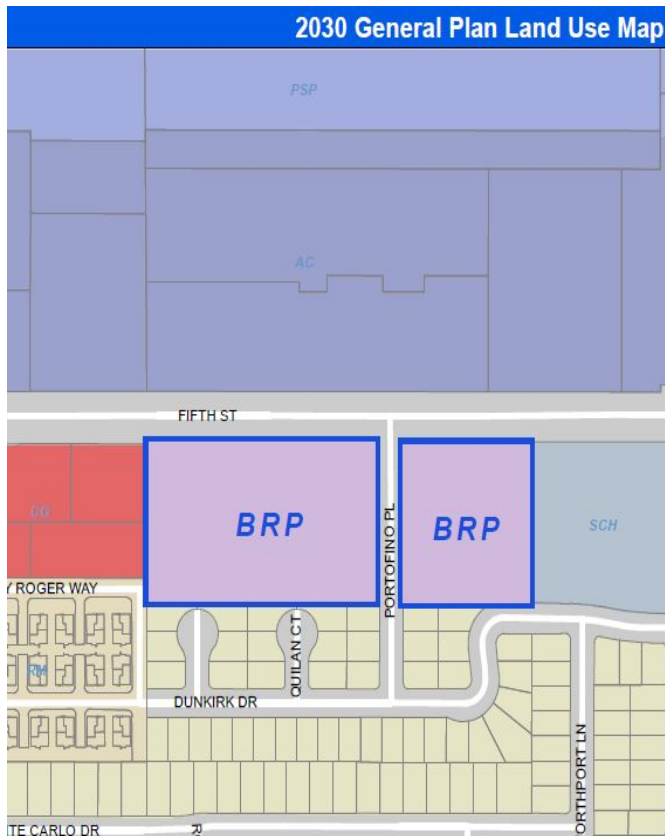
Existing & Surrounding Land Uses

- 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



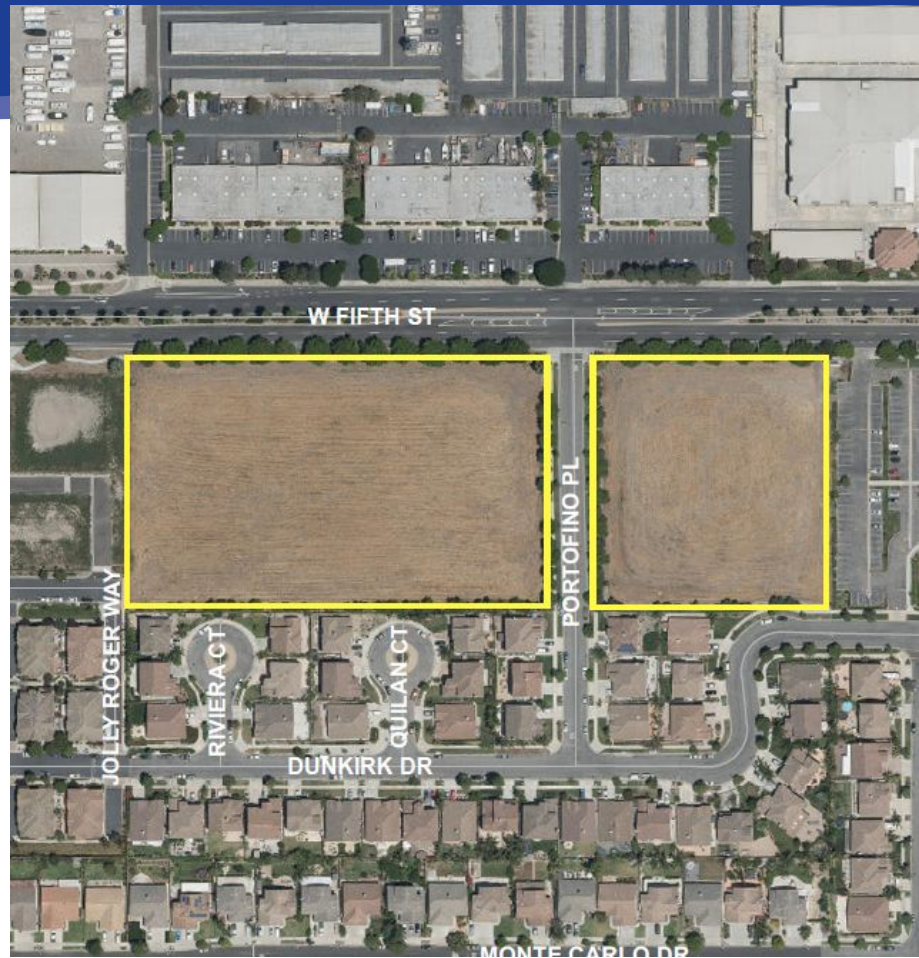
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2030 General Plan & Zoning



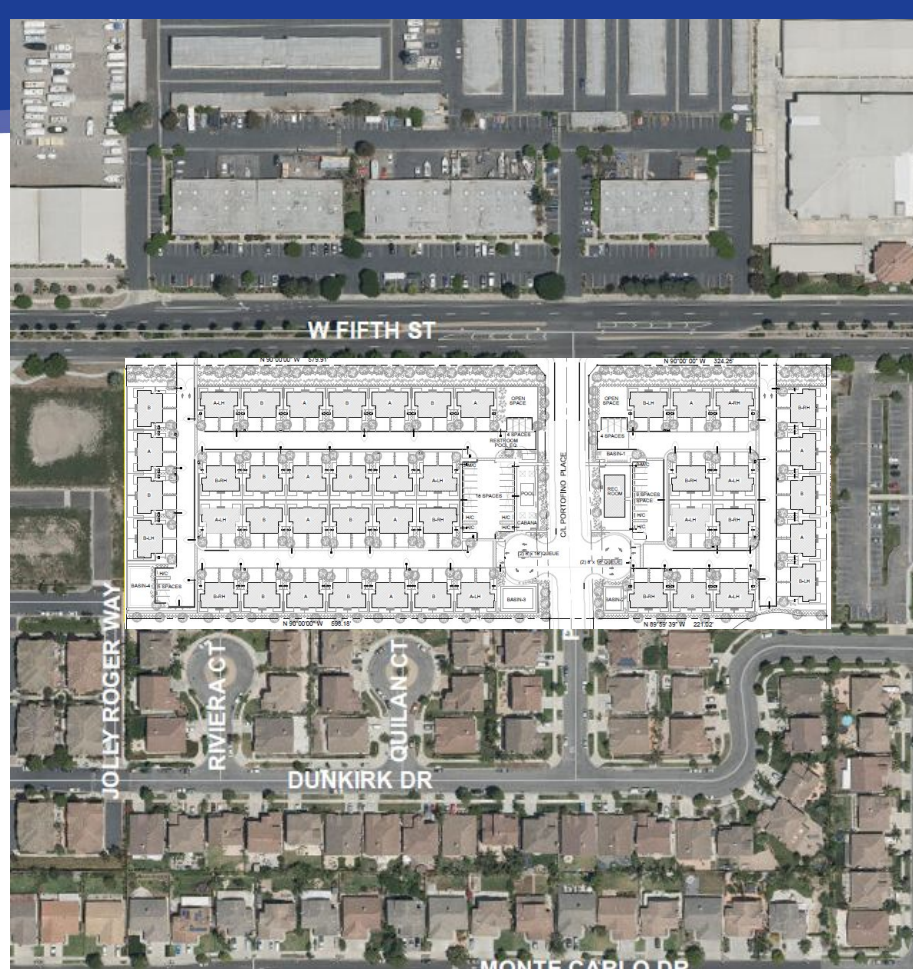
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Aerial Map



6

716



7

Background

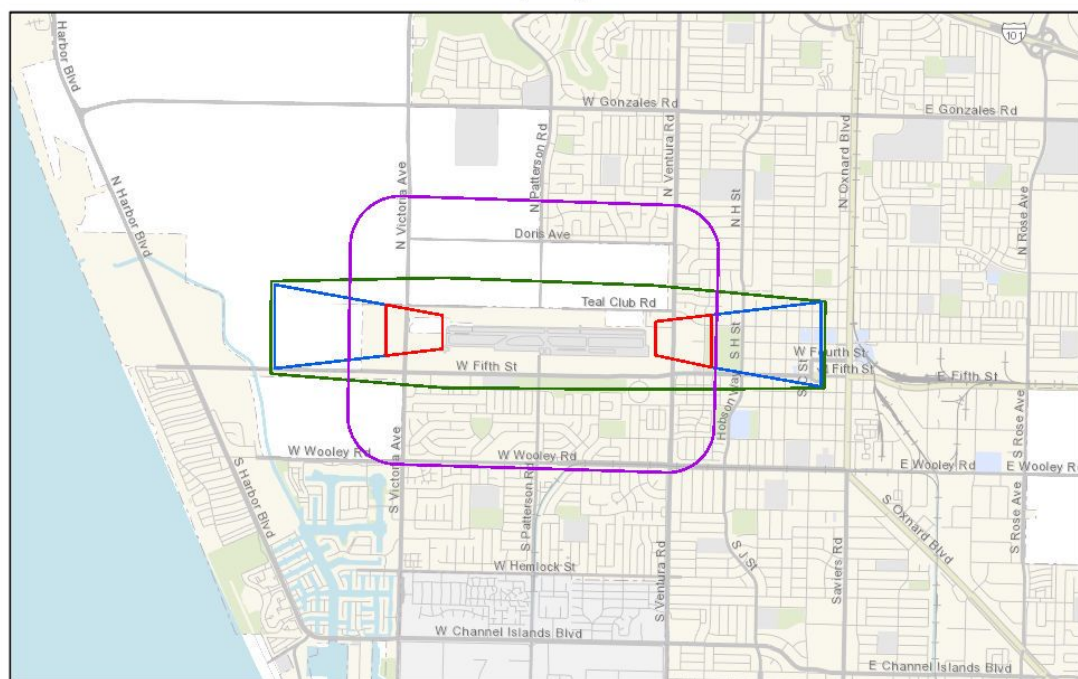
- Part of a larger 17-acre project
- In 2004, the Council approved a General Plan Amendment and Zone Change to designate 7.885 acres residential, remainder of the project site was BRP
- A Mitigated Negative Declaration was adopted by the City Council
- March 19, 2019, the City Council reviewed a Pre-Application and found the General Plan Amendment and Zone Change generally acceptable
- Preferred affordable housing units built onsite

Background

- November 18, 2021, the Planning Commission approved the SUP recommended the City Council approve the MND, GPA, ZC & TSM
- On February 10, 2022, the Oxnard Airport Authority and on March 4, 2022, the Airport Land Use Commission reviewed the project and determined the project is consistent with the adopted Ventura County Airport Comprehensive Land Use Plan

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Oxnard Airport



November 9, 2021

- Airport Height Restriction Zone
- Airport Runway Protection Zone
- Airport Outer Safety Zone
- Airport Traffic Pattern Zone

1:38,400
0 0.33 0.65 1.3 mi
0 0.5 1 2 km

City of Oxnard GIS, The City of Oxnard GIS Division

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.

11

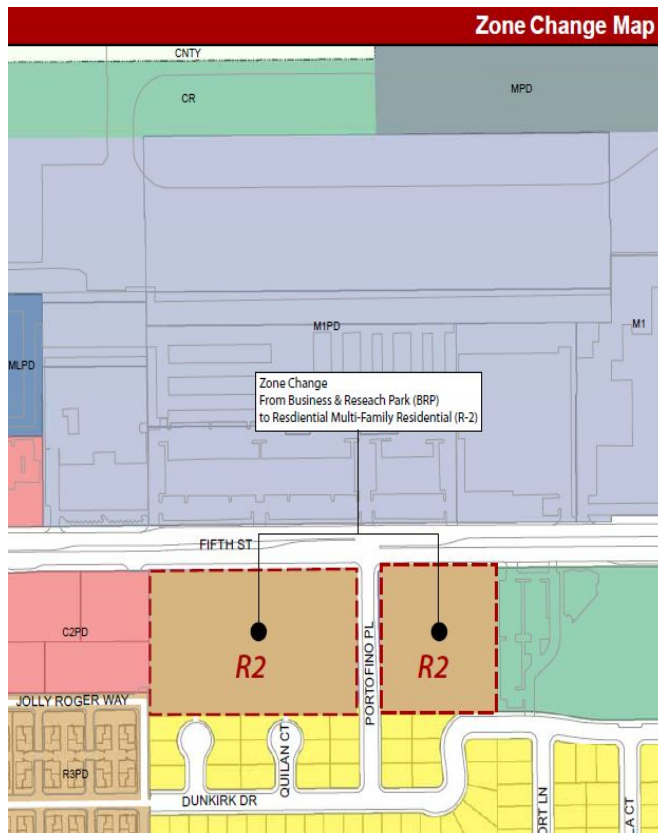
General Plan Amendment & Zone Change

- 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

2030 General Plan Land Use Amendment

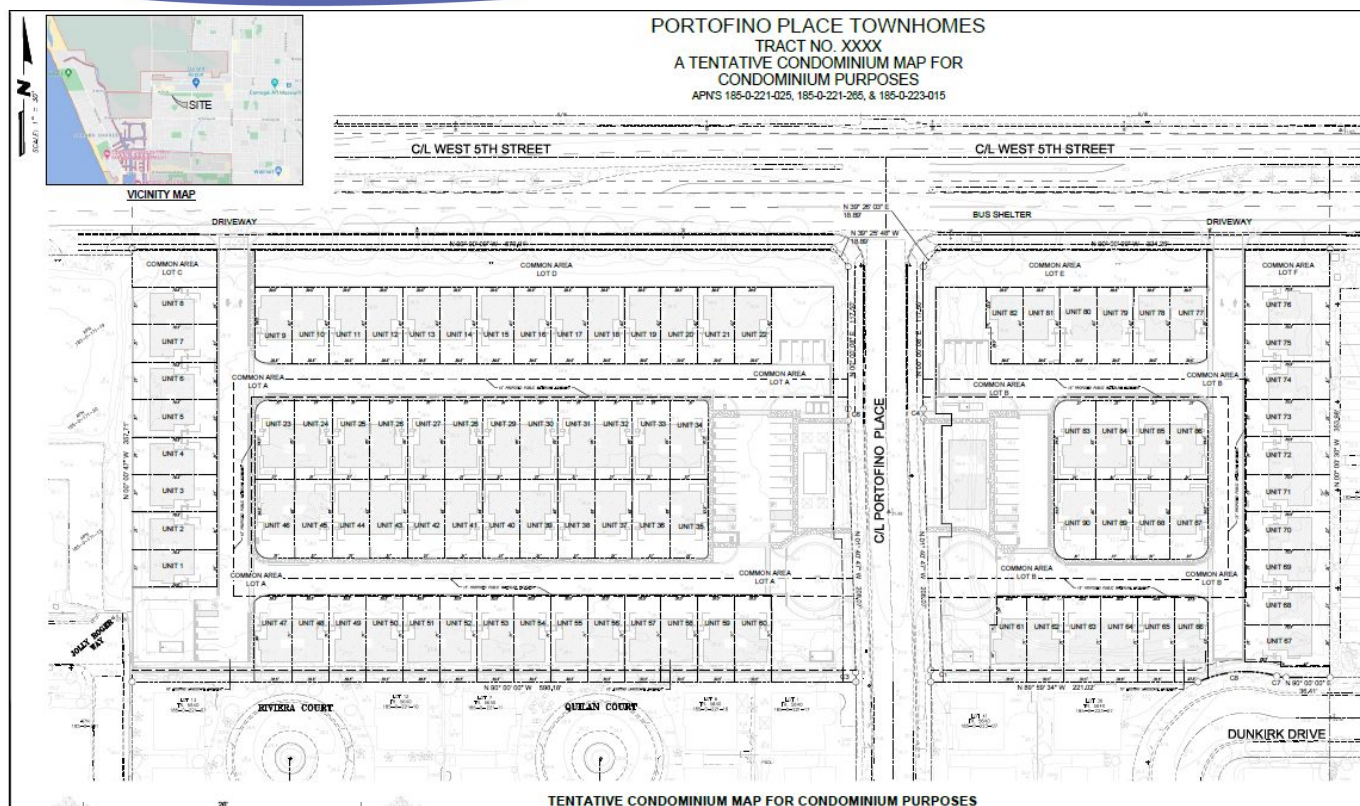


Zone Change Map



13

Tract Map



14

720

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

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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

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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 in Opposition to the project Received
 - 71 signatures
 - Developer added vehicular access to 5th Street
 - Traffic Division didn't support a traffic signal

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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

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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.

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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

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Recommendation

That the City Council:

- a) Adopt a Resolution adopting Addendum No. 1 to previously adopted Mitigated Negative Declaration (MND) 2004-11; and
- b) 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
- c) Introduce an Ordinance (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 set the date of the second reading to occur on May 3, 2022, and

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Recommendation

That the City Council:

- d) 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
- e) Approve an Affordable Housing Agreement.

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End of Presentation



CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS AGENDA ITEM NO. L.3

DATE: April 19, 2022

TO: City Council

FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org

SUBJECT: First Amendment to the 2021-22 Annual Action Plan and the Second Amendment to the 2020- 21 Annual Action Plan for the CARES Act. (10/20/20)

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee recommend that the City Council:

1. Conduct a public hearing and receive public comments relating to the following documents to be submitted to the United States Department of Housing and Urban Development for the First Amendment to the 2021- 2022 Annual Action and Funding Plan to close and reallocate slow- or no-spending activities within the Community Development Block Grant program to projects moving forward between now and the close of the fiscal year, and to further define activities within the Emergency Shelter Grant – CARES Act program with specific funding awards both described in Attachment 1;
2. Approve the updated changes in activities pertinent to this Mid-Year Reallocation as described in Attachment 1, and the 2021 Amendment to the Annual Action Plan, and the 2020 Amendment to the Annual Action Plan.
3. Authorize the City Manager and his designees, to execute the required applications, certifications, and other pertinent documents for the submission of the 2021 Annual Action Plan Amendment to the United States Department of Housing and Urban Development, and the Second Amendment to the 2020 Annual Action Plan relating to the Emergency Solutions Grant – CARES Act;
4. Authorize the City Manager and his designees, to execute the appropriate agreements with Community Development Block Grant and Emergency Shelter Grant-CV partners, consultants and contractors, and the ability to adjust any future funding of the Mid-Year activities not to exceed \$50,000, if the programs require more or less funding to meet their objectives;
5. Authorize the City Manager and his designees, to incorporate any recommended changes resulting from public input to the First Amendment of the 2021 Annual Action Plan, and the Second Amendment to the 2020 Annual Action Plan, as directed by the City Council, including amending any budget appropriations approved by the City Council; and
6. Authorize the Finance Department to make the necessary revenue and expenditure changes to the fiscal year 2022 budget reflecting the amended budgets for the Community Development Block Grant and the Emergency Shelter Grant-CARES Act reallocations described in the 2020 and 2021 Mid-Year budgets.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/gKryXW2RCZw>

BACKGROUND

As an entitlement city, the City of Oxnard receives formula grant funding from the United States Department of Housing and Urban Development, Community Planning and Development grants for Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME) and Emergency Solutions Grant (ESG) every year. To receive

these Entitlement Grants the City of Oxnard must prepare, submit, and receive approval of a five-year Consolidated Plan, Annual Action Plan and Analysis of Impediments to Fair Housing. On occasion, amendments and substantial amendments of these plans are required pursuant to the criteria set forth in the Code of Federal Regulations, Title 24 CFR 91 and the City of Oxnard's Citizen Participation.

Plan. Amendments to an Annual Action Plan require that the Plan be amended whenever the following occurs:

1. A change in its allocation priorities or a change in the method of distribution of funds occurs;
2. A decision to carry out an activity using funds not previously described in an action plan covered by the consolidated plan (including program income, reimbursements, repayment, recaptures, or reallocations from HUD); or
3. A change in the purpose, scope, location, or beneficiaries of an activity occurs.

Amendments will be considered substantial changes and require official action if:

1. Grant funds are allocated to a new activity for the first time;
2. A funding increase in a current activity, or a change in the use of funding from one eligible activity to another, of more than \$100,000 in CDBG or HOME funding, or more than \$30,000 in ESG funding; or if;
3. A funded activity is cancelled during the program year.

Amendments may also occur when the City of Oxnard has too many slow-moving projects with high dollar amounts. This causes a timeliness concern, where HUD requires each city to expend funds within each fiscal year and not have more than 1.5 times of the annual award in its CDBG account.

For purposes of this amendment, funding new or shovel-ready projects would support lowering the amount of funds in the CDBG account.

Community Development Block Grant Amendments – Projects Closing

There are a total of five projects or programs that are slow-moving, and therefore the funds will be closed and reallocated to projects ready to proceed between now and the close of the fiscal year. Those projects/programs are:

Thrive Mentorship House: The Thrive Mentorship House was unable to submit the initial documentation to comply with the preliminary requirements of the City and HUD.

Park Playgrounds: The three playground projects – Johnson Creek Playground, Sierra Linda Park Playground, and Thompson Park Playground – will be unallocated because 1) the projects awarded in 2021-2022 have not started, despite being in the third quarter of the fiscal year and 2) Public Works has been awarded a total of nine projects between 2018 and 2021, and none have been completed to date. The three projects total \$700,953. There are six remaining funded Public Works projects.

Rehabilitation Loan Program: The Affordable Housing and Rehabilitation Division (AHRD) was successfully able to complete eight down payment assistance loans, however the rehabilitation program was on hold due to the HUD monitoring review, therefore no funds were spent for the year.

Community Development Block Grant Amendments – New Projects

The funds from the above five projects/programs will be allocated to two projects:

1. Cuesta Del Mar - The amendment to the 2021 Annual Action Plan includes the newly proposed project, Cuesta del Mar, a long-term, time-limited pocket park within the Southwinds neighborhood that will provide various workshops, create gardens, and hold community events – all organized by the LUCHA organization. The request was initiated by neighborhood representatives and with some help from the city in navigating through the permits process and a few

corporate sponsors. The property will be developed with storage freights, garden spaces, and event spaces for community-led activities. The project has been approved by Council in the past, whereas now funding has been identified to support it. The LUCHA organization has asked for \$20,000 for assistance through CDBG funding.

2. Acquisition – The amendment would also add \$700,953 for the acquisition of residential property to offer housing opportunities for otherwise homeless persons. It is anticipated that the acquisition will occur prior to June 30, 2022. Consistent with the Council Priority to revitalize the "Hueneme/Saviers/Pleasant Valley/Channel Islands Corridors" staff is pursuing sites in South Oxnard.

Emergency Solutions Grant Amendments-CV – CARES Act Funds

On October 6, 2020 City Council approved ESG-CV funding totaling \$5,255,005, to support homeless programs such as shelter operations, street outreach, homeless prevention, rapid re-housing to prevent, prepare, and responsive to COVID-19 (2020 Annual Action Plan). The \$651,589 in unallocated funds were made available for emergency shelter services and operations, inclusive of City of Oxnard participants. No additional applications were received for those funds.

To facilitate the spending of the funds by the September 30, 2022 deadline, the funding will continue to be allocated to support homeless programs and services but in different amounts and with different partners. The main change in this mid-year budget is that the "Administration and Planning" category of funds will be substantially reduced to \$51,090 with the balance provided for the operation of the homeless shelter (Mercy House). Ventura County Health Services Agency will receive the unallocated funding that was part of the October 6, 2020 budget, in the amount of \$651,589, for a grand total of \$1,200,000, in addition to Turning Point Foundation receiving \$52,549, both for emergency shelter services. For additional details on projects please see Attachment 1.

The PowerPoint presentation lists the projects and budget amounts for each ESG-CV program. There is a variation to the budget from the Committee presentation to the Council presentation. It reflects funds from the Administration and Planning line item to the emergency shelter programs, due to the Homeless Division assessing the need for more funds to these operations. Approximately \$474,410 went to the emergency shelter category.

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, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

There are no financial impacts to the City's General Funds. The funds are provided within the CDBG and ESG-CV programs, respectively. There are no increases or decreases of the overall funding amounts, and the funds are being moved from slow- or no-performing activities to activities that are able to meet program objectives and utilize the funds.

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee approved 2-0 on March 22, 2022, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Mid-Year Reallocation Budget
2. Agenda Report City Council Amendment_10.6.20
3. 2020 Annual Action Plan Amendment
4. PowerPoint Presentation

**CITY OF OXNARD HOUSING - GRANTS DIVISION
2021-2022 MID-YEAR REALLOCATION BUDGET**

Program	Prior Activity	Award Amount	New Activity	Proposed Amount	Reason for Reallocation
CDBG					
	Thrive Mentorship House	\$ 20,000.00	Cuesta Del Mar	\$ 20,000.00	Thrive Mentorship was unable to fulfill compliance requirements to proceed with an agreement.
			Subtotal:	\$ 20,000.00	
	Johnson Creek Playground	\$ 107,951.00	Housing Acquisition	\$ 107,951.00	Prior activities could not progress before June 30, 2022 deadline.
	Sierra Linda Park Playground	\$ 171,751.00	Housing Acquisition	\$ 171,751.00	
	Thompson Park Playground	\$ 221,251.00	Housing Acquisition	\$ 221,251.00	
	AHRD Rehabilitation Loan Program	\$ 200,000.00	Housing Acquisition	\$ 200,000.00	
			Subtotal:	\$ 700,953.00	
				Total Reallocation CDBG:	\$ 720,953.00

ESG-CV	ESG-CV Administration and Planning (\$525,500)					
	Administration and Planning	\$ 525,500.00	Homeless Assistance Program Coord	\$ 21,090.00	Identified projects for ESG-CV (CARES Act) funding	
			Homeless Assistance Intern	\$ 30,000.00		
			Administrative/Grants Management	\$ -		
		\$ 525,500.00	Subtotal:	\$ 51,090.00		
	Emergency Shelter (\$3,477,916)				Identified projects for ESG-CV (CARES Act);	
	Homeless Expansion Shelter FY 2019-20 & FY 2020-21	\$ 477,916.00	Mercy House - Armory Shelter	\$ 1,500,000.00		
	Temporary Homeless Shelter at K St FY 2020-21 & FY 2021-22	\$ 2,400,000.00	Mercy House - PAL	\$ 700,020.00		
	Temporary Emergency Shelter at 2nd Street	\$ 600,000.00	Mercy House - Maintenance	\$ 20,000.00		
			Turning Point Foundation	\$ 52,549.00		
			Ventura Co. Health Services Agency -	\$ 548,411.00		
	Subtotal	\$ 3,477,916.00	Subtotal:	\$ 2,820,980.00		
	Street Outreach (\$400,000)				Identified projects for ESG-CV (CARES Act) funding	
	Homeless Encampment Response - Outreach	\$ 150,000.00	Ventura Co. Health Services Agency - Outreach	\$ 120,000.00		
	Street Outreach	\$ 250,000.00	The Salvation Army	\$ 143,484.00		
	Subtotal	\$ 400,000.00	Subtotal:	\$ 263,484.00		
	Tenant-Based Rental Assistance (TBRA) (\$200,000)				Identified projects for ESG-CV (CARES Act) funding	
	TBRA - Case Management & Rapid Re-Housing	\$ 200,000.00	United Way - Forward Home	\$ 200,000.00		
	Subtotal	\$ 200,000.00		\$ 200,000.00		
	Unallocated (\$651,589)				Identified projects for ESG-CV (CARES Act) funding	
	Unallocated	\$ 651,589.00	Ventura Co. Health Services Agency - Emergency Shelter	\$ 651,589.00		
	Subtotal	\$ 651,589.00	Subtotal:	\$ 651,589.00		
			\$ 5,255,005.00	Total Reallocation ESG-CV (CARES Act):	\$ 3,987,143.00	
				Expended Funds	\$ 1,267,862.00	
				Total ESG-CV	\$ 5,255,005.00	



CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS AGENDA ITEM NO. M.1

DATE: October 6, 2020

TO: City Council

FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org

SUBJECT: First Amendment of the 2020 Annual Action Plan CARES Act for Coronavirus Response Grants and Adoption of an addendum to the Citizen Participation Plan. (10/10/10)

RECOMMENDATION

That the City Council:

1. Conduct a public hearing to receive comments from the public relating to the following documents to be submitted to the United States Department of Housing and Urban Development, Office of Community Planning and Development;
 - a. 2020 Annual Action Plan CARES Act Amendment;
 - b. Addendum to the Citizen Participation Plan;
2. Approve the 2020 Annual Action Plan CARES Act Amendment, inclusive of proposed activities that conform with Community Development Block Grant and Emergency Solutions Grant requirements, as well as CARES Act requirements described below;
3. Authorize the City Manager to incorporate any recommended changes resulting from public input to the Annual Action Plan CARES Act Amendment and Addendum to the Citizen Participation Plan as directed by the City Council;
4. Authorize the City Manager to execute the required applications, certifications, and other pertinent documents for the submission of the Annual Action Plan CARES Act Amendment to the United States Department of Housing and Urban Development; and
5. Authorize the City Manager to execute HUD agreements and sign all agreements for the implementation of the Annual Action Plan Substantial Amendment including subrecipients, interdepartmental, and intradepartmental agreements.

BACKGROUND

Coronavirus Aid, Relief, and Economic Security Act (CARES Act)

In response to the coronavirus pandemic, the United States Congress approved the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) bill to assist states, counties, cities, individuals and families with the economic impacts resulting from the Coronavirus. The bill was signed into law on March 27, 2020. Community Development Block Grant (CDBG-CV) and Emergency Solutions Grant (ESG-CV) are funded by United States Department of Housing and Urban Development (HUD), Community Planning and Development (CPD). The CARES Act requires that CDBG-CV funds be used to prevent, prepare for, and respond to the coronavirus with activities that are based on public health needs, risk of transmission of coronavirus, number of coronavirus cases compared to the national average, economic and housing disruptions, and other factors as determined by HUD Secretary. ESG-CV funds must be targeted to prevent, prepare for, and respond to the coronavirus pandemic among individuals and families who are homeless or receiving homeless prevention activities to mitigate the impacts of COVID-19.

City of Oxnard Allocations

To support the City of Oxnard's responses to the coronavirus pandemic the United States Department of Housing and Urban Development (HUD) has awarded the following CARES Act grant allocations totaling \$8,343,372. Total expected resources for each of the City of Oxnard grant programs from CARES Act funds are \$3,088,367 for Community Development Block Grants (CDBG-CV) and \$5,255,005 for Emergency Solutions Grants (ESG-CV).

The CARES Act grant allocations by the United States Department of Housing and Urban Development (HUD) require a deliberative procedure set forth by HUD that will merge the CARES Act funding with the City of Oxnard's annual action plan, in either Plan Year 2019 or 2020.

CARES Act for Coronavirus Response Require a Substantial Amendment to the Annual Action Plan

The purpose of this amendment is to apply for the allocated CARES Act funding. The City of Oxnard must prepare, submit, and receive approval of a substantial amendment. The amendment herein, will relate to the 2020 Annual Action Plan. Staff deliberated and coordinated identification of effective activities that will comply with the CARES Act requirements as well as the requirements of the United States Department of Housing and Urban Development programs, CDBG-CV and ESG-CV. The amendment will be known as the "City of Oxnard CARES Act Amendment". This amendment will be merged with the 2020 Annual Action Plan. The resulting coronavirus response "proposed activities" meet the mandates of the CARES Act as well as the compliance requirements of the applicable HUD programs.

On June 16, 2020, the City Council approved the 2020-24 Ventura County Regional Consolidated Plan and the 2020 Annual Action Plan. Both plans are expected to be approved by the United States Department of Housing and Urban Development (HUD) in 1st quarter of fiscal year 2020-21. Immediately upon HUD's approval of the 2020 Annual Action Plan, and City Council's approval of this "City of Oxnard CARES Act Amendment", the merged 2020 Annual Action Plan with CARES Act Amendment will be submitted online.

In accordance with the City's Citizen Participation Plan, a public hearing is scheduled to receive public comments. The public hearing is scheduled for October 6, 2020 to receive public comments on the Plan Year 2020 Annual Action Plan CARES Act Amendment, which became available to the public for a 19-day review period beginning September 17, 2020 (and ending on October 6, 2020). Notice of the Public Hearing date were published in the VIDA Newspaper on September 17, 2020 in Spanish and English. The Annual Action Plan is available is available electronically on the City's website.

Waivers to Facilitate CARES Act Funding from HUD.

To facilitate the amendment and eventual reimbursement of CARES Act grant funds, the United States Department of Housing and Urban Development announced that it will provide grantees program flexibility, waivers, and alternative requirements applicable to Coronavirus Response grants.

Staff requested from the United States Department of Housing and Urban Development, an approval for the use of the CARES Act waivers, regulatory flexibilities, and alternative requirements that will facilitate CARES Act related procedures. The waivers were approved effective September 5, 2020. The City of Oxnard is employing two regulatory waivers to expedite the CARES Act grant amendment process:

1. The Secretary of Housing and Urban Development has temporarily waived the requirement that a substantial action plan amendment requires an amendment to the consolidated plan for 2019 and 2020 CARES Act amendments. Thus, we are not required to seek to amend the 2020-24 County of Ventura Regional Consolidated Plan.

2. One of the waivers is employed in the CARES Act amendment process, that is, a waiver that suspends the 30-day noticing requirements in the City of Oxnard Citizen Participation Plan and allows a 5-day noticing period for the 2020 CARES Act amendment. To utilize this waiver, staff proposes the addendum herein to the City of Oxnard Citizen Participation Plan.

2020 Annual Action Plan CARES Act Proposed Activities

Available ESG-CV funding of \$5,255,005, to support homeless programs such as shelter operations, street outreach, homeless prevention, rapid re-housing to prevent, prepare, and respond to COVID-19, totaling \$5,255,005. CDBG-CV funding is available to support eligible activities such as public facilities and improvements, public service activities to prevent, prepare, and respond to COVID-19, totaling \$3,088,367.

Staff proposes activities that meet both United States Department of Housing & Urban Development program requirements and CARES Act COVID-19 requirements to prevent, prepare, and respond to activities that will benefit low to moderate income residents of the City of Oxnard. Staff consulted with Community, Housing and Economic Development Committee. The “Proposed Activities” are in Attachment 2.

Any amounts that are unallocated will be made available for other eligible activities to non-profit organizations and other eligible affordable housing, shelter and other program operators, inclusive of City of Oxnard participants.

Citizen Participation Plan Amendment

The U.S. Department of Housing & Urban Development (HUD) requires that Grantees provide opportunities for the public to comment on the proposed amendment of the Annual Action Plan. The plan must provide a summary of citizen comments or views on the plan, a written explanation of comments not accepted and the reasons why these comments were not accepted. In accordance with HUD’s regulatory requirement, the City of Oxnard City Council approved on July 10, 2018, the effective Citizen Participation Plan.

The Addendum to the Oxnard Citizen Participation Plan herein, incorporates the waiver suspending HUD’s 30-day noticing requirement and temporarily allowing an expedited 5 day noticing period for our 2020 CARES Act amendments, current and subsequent amendments. The Addendum to the 2020 Addendum to the Citizen Participation Plan allows City of Oxnard 5 day noticing period for the 2020 CARES Act amendments.

Since the notice period for this 2020 Amendment is 17 days, rather than the previously required 30 days, the 2020 Addendum to the Citizen Participation Plan ratifying HUD’s temporary allowance of a 5-day noticing period is necessary to meet the public notice requirements for annual action plan amendments. The 2020 Addendum to the Citizen Participation Plan is located on the Oxnard Housing Grants Management Division website: <https://www.oxnard.org/city-department/housing/grants-management/>.

Conclusion

The draft 2020 Annual Action Plan CARES Act Amendment and Addendum to the Citizen Participation Plan have been posted for public review, and the October 6, 2020 public hearing is for the purpose of providing members of the public with the opportunity to comment. The full reports are accessible at City of Oxnard Housing Department, Grants Management website: <https://www.oxnard.org/city-department/housing/grants-management/>.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Goal 1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.

Objective 1b. Explore alternatives for youth through recreation programs and intervention services. Goal 2. Address homelessness through the development and implementation of a multi-tiered strategy.

Objective 2a. Identify the City's homelessness mission and create a 5-year plan to address homelessness. Goal 3. Strengthen neighborhood development, and connect City, community and culture.

Objective 3a. Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community.

Objective 3b. Empower and connect our Inter-Neighborhood Council Organizations (INCOs), Community Advisory Groups (CAGs) and Neighborhood Watch Program.

FINANCIAL IMPACT

The First Amendment of the 2020 Annual Action Plan will outline how the City plans to allocate Cares Act Coronavirus Response grant, CDBG-CV and ESG-CV. This includes CARES Act funds for HUD grant allocations of \$3,088,367 in CDBG-CV and \$5,255,005 for ESG-CV. The grand total of available resources is \$8,343,372. When this item was presented to HEDC had only been notified of \$1,514,428 in CDBG-CV funding, but a new allocation has just increased the total CDBG-CV allocation to \$3,088,367. No additional ESG-CV funds were allocated since this was presented to HEDC. Following the public input to the Annual Action Plan CARES Act Amendment and Addendum to the Citizen Participation Plan, staff will return to City Council to amend the FY 2020-21 Budget.

COMMITTEE OUTCOME

The Housing and Economic Development Committee, on September 8, 2020, approved forwarding the recommended actions to the City Council with a vote of 3-0.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. 2020 Annual Action Plan CARES Act Amendment DRAFT
2. 2020 Annual Action Plan CARES Act Funding Recommendation List
3. PRESENTATION Annual Action Plan CARES Act Amendment

City of Oxnard

2020 Annual Action Plan CARES Act Amendment (1st Amendment)

DRAFT

Prepared by:

City of Oxnard – Housing Department – Grants Management

435 South D Street, Oxnard, California, 93030



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Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Oxnard is within Ventura County, California, located northwest of Los Angeles and southwest of Santa Barbara. Oxnard is the largest city in the county with the population of 209,877, according to the United States Census Bureau population estimates in 2018. The regulations of the United States Department of Housing and Urban Development (HUD) require that an Annual Action Plan (AAP) be submitted for each plan year within an agency's Consolidated Plan.

The City of Oxnard (City) joined the Ventura County Regional Consolidated Plan (Regional ConPlan) is a five year plan document covering five plan years from 2020-2024. The Ventura County Regional Consolidated Plan is a collaborative document between all incorporated cities and the unincorporated areas of Ventura County, California. Collaborating in the development of the Regional Consolidated Plan are the Cities of Camarillo, Fillmore, Moorpark, Ojai, Oxnard, Port Hueneme, Santa Paula, San Buenaventura (City of Ventura), Simi Valley, and Thousand Oaks. The Regional ConPlan document is to comply with the HUD requirement to submit the City of Oxnard's Annual Action Plan for plan year 2020.

In the Regional ConPlan, the priorities that need to be addressed for community development and housing needs of the City of Oxnard are identified. The AAPs annually identify the resources available to address those needs identified in the Regional ConPlan, describe the activities that will be undertaken designed to meet the annual goals and objectives that relate to the identified needs as determined in the Regional ConPlan, describe the geographic areas targeted for assistance, include the Citizen Participation Plan, and set the basis for performance monitoring whereby results are measured as goals accomplished and outcome indicators.

Goals and objectives of the community needs identified in the Regional ConPlan will be accomplished by activities specified by the City's AAPs. With the 2020 AAP, the City will implement activities that continue to strive to derive positive outcomes that were set forth as goals for the Regional ConPlan period, Plan Year 2020. The current AAP will cover the period of July 1, 2020 to June 30, 2021 (plan year 2020). Herein are described the expected federal, state and local resources, the priorities and specific objectives the City desires to achieve, and the activities that will be undertaken throughout the 2020 plan year.

In recent years, the City's allocation of entitlement grant funds from HUD has either increased or remained relatively unchanged. The Plan year 2020 allocations are; Community Development Block Grant (CDBG) \$2,574,388 an increase of 2.3%, HOME Investment Partnerships (HOME), \$776,134 a increase of 6.8% and Hearth Emergency Solutions Grant (HESG), \$221,083 an increase of 4.1%. Total HUD entitlement grant funds increased by 3.3%, to \$3,571,605.

The City's goals, as identified in the Regional ConPlan, can be found throughout this AAP, and are designed to principally serve extremely-low, low-, and moderate-income residents by addressing the following:

- Improve the Supply of Affordable Housing
- Enhance Economic Stability
- Increase Social Services
- Work to End Homelessness
- Create Quality Neighborhoods
- Effective Administration

The AAP describes the resources expected to be available in the coming program year from federal, state, local and private sources, and also includes a description of the activities that will be undertaken to meet the specific objectives.

2020 Annual Action Plan CARES Act Amendment

The City is amending the 2020 Annual Action Plan to allocate the CDBG-CV and ESG-CV funds under the CARES Act. The Substantial Amendment is consistent with the City of Oxnard's Citizen Participation Plan, as revised on the same date. A summary of modifications is as follows:

AP-05

- Summary of Citizen Participation Process and consultation process
- Summary of public comments

AP-12 Participation

- Citizen Participation Outreach Table; Public Hearing and Internet Outreach added

AP-15 Expected Resources

- Introduction; narrative added
- Anticipated Resources Table; CDBG-CV and ESG-CV funding added

AP-20 Annual Goals and Objectives

- Goal Summary Table; COVID-19 Pandemic Response CDBG and COVID-19 Pandemic Response CDBG goals added

AP-35 Projects

- Project Information Table; three projects added
- Narrative: Describe the reasons for allocation priorities and any obstacles to addressing underserved needs; description added

AP-38 Project Summary

- Project Summary Information Table; three projects added

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The City is being guided by HUD's Office of Community Planning Development Outcome Performance Measurement System to address the high priority needs stated in its Regional ConPlan. When funding an activity, the City determines which of three HUD objectives best describes the purpose of the activity. The three objectives are:

- Suitable Living Environment (SL) - In general, this objective relates to activities that are designed to benefit communities, families, or individuals by addressing issues in their living environment.
- Decent Housing (DH) - The activities that typically would be found under this objective are designed to cover the wide range of housing programs possible under HOME, CDBG or HESG. This objective focuses on housing programs where the purpose of the program is to meet individual family or community needs and not programs where housing is an element of a larger effort, since such programs would be more appropriately reported under Suitable Living Environment.
- Creating Economic Opportunities (EO) - This objective applies to the types of activities related to economic development, commercial revitalization, or job creation.

Once the objective for the activity is identified, the City determines which of the three HUD outcome categories best reflects what the City seeks to achieve by funding the activity. The three outcome categories are:

- **Availability/Accessibility** - This outcome category applies to activities that make services, infrastructure, public services, public facilities, housing, or shelter available or accessible to low- and moderate-income (LMI) people, including persons with disabilities. In this category, accessibility does not refer only to physical barriers, but also to making the affordable basis of daily living available and accessible to LMI people in the area in which they live.
- **Affordability** - This outcome category applies to activities that provide affordability in a variety of ways to LMI people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as day care.
- **Sustainability** - Promoting Livable or Viable Communities. This outcome applies to projects where the activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to LMI persons or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City combines the information reported to HUD in the FY 2019-20 Consolidated Annual Performance and Evaluation Report (CAPER) and the directives from HUD in the determination and recommendation of the FY 2020-21 AAP proposed projects.

The FY 2020-21 AAP is the first year of implementing the Regional ConPlan. Accomplishments achieved during the program year (PY) 2018 (July 1, 2018 through June 30, 2019) were evaluated in detail in the PY 2018 CAPER. The CAPER was completed and submitted to HUD on September 30, 2019.

The three major program areas underlining CDBG, HESG and HOME entitlement grants, such as (1) Decent and Affordable Housing, (2) Suitable Living Environment, and (3) Economic Opportunities, coupled with the Continuum of Care (CoC) of Homelessness have received a high priority in the 2020-24 Regional ConPlan. The goals and accomplishments for Plan year 2020 are summarized in the attached table.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

As part of the AAP development, the City staff scheduled two public hearings: (1) March 17, 2020 and (2) June 16, 2020:

First Public Hearing-March 17, 2020 provided the opportunity for the public to comment on unmet needs and the City Council to make recommendations to staff regarding the priorities and objectives for

FY 2020-21 AAP. As part of the development process of the AAP, City Staff developed a mailing list of more than 70 addresses consisting of organizations, the faith community, service providers; Oxnard Wilson Senior Center-Special Population Services for persons with disabilities, Oxnard Housing Authority, Multi Service Center-Resident Services in Oxnard Colonia neighborhood, Oxnard Senior Centers and cities within Ventura County were provided a copy of the public hearing in English and Spanish. The public hearing notices in English and Spanish were included in the Neighborhood News packets which were distributed weekly for a month prior to the public meeting to approximately 231 Oxnard residents. The public hearing notice was published in the Vida newspaper in English and Spanish, posted on City website, broadcasted on the public viewing TV Channels 10/35 and posted in public buildings such as the Main Library, City Clerk's Office and Housing Department Administration building in English and Spanish. The public comment period started February 13, 2020 and ended on March 17, 2020. During the public comment period there were no written public comments submitted and no public comments were received during the public hearing.

Pursuant to Governor Newsom's Executive Order N-25-20, members of the City Council or staff may participate in this meeting via a teleconference.

Due to social distancing measures, the Oxnard Council Chambers only accommodated seating for up to 15 members of the public. Overflow areas were located at the Oxnard Human Resource Activity Room and Oxnard Public Library Meeting Room B with social distancing seating arrangements. The overflow areas were located across the street from the Oxnard Council Chambers. Oxnard residents were encouraged to participate remotely by viewing the meeting on the City's website at oxnard.org, broadcasted on Spectrum Channel 10 and Frontier Channel 35, or the city's YouTube Channel at youtube.com/oxnardnews. Oxnard residents were encouraged to submit comments via email before 3 p.m. to cityclerk@oxnard.org and the comments will be provided to the City Council.

Second public hearing –June 16, 2020 (1) to provide the opportunity to the public to comment on the projects recommended for funding as submitted by the Grant Application Review Panel for FY 2020-21 AAP; and (2) to receive recommendations and direction from City Council regarding the FY 2020-21 AAP grant funding. The notices of the public hearing were mailed to more than 70 addresses consisting of organizations, the faith community, service providers; Oxnard Senior Center-Special Population Services for persons with disabilities, Oxnard Housing Authority, Multi Service Center-Oxnard Colonia neighborhood and cities within Ventura County. The public hearing notices in English and Spanish were included in the Neighborhood News packets which were distributed weekly prior to the Hearing to approximately 231 Oxnard residents. The public hearing notice was advertised in the Vida newspaper, posted on the City website, broadcasted on the public viewing TV channel 10/35 and posted in public buildings such as the Main Library, City Clerk's Office and Housing Department Administration building in English and Spanish. Vida published the notice of hearing in English and Spanish on Thursday, May 14, 2020. The public review and written comment period began on May 14, 2020 and concluded on June 16, 2020. During the public comment period there were no written public comments submitted and two (2) public comments were received during the public hearing.

2020 Annual Action Plan CARES Amendment is scheduled public hearing: October 6, 2020:

Public hearing will be conducted to provide the opportunity to the public to comment on CARES Act CDBG-CV and ESG-CV funds the 2020 Annual Action Plan. The public hearing notice was advertised in the Ventura County Vida newspaper, posted on City website, broadcasted on the public viewing TV channel 10/35 in English and Spanish. Vida published the notice of public hearing in English and Spanish on September 17, 2020. The public review and written comment period began on September 20, 2020 and concluded on October 6, 2020.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

First Public Hearing: March 17, 2020

During the first Public Hearing, there were no oral comments submitted. In addition, no written comments were submitted during the public comment period.

Second Public Hearing: June 16, 2020

During the second Public Hearing, the oral comments were received from two (2) Oxnard Residents: (1) Resident stated workers are being paid minimum wage through CDBG and is not in line with City Policy Living Wage ordinance; (2) Resident stated emphasized affirmatively furthering fair housing law and asked for an analysis of Code Enforcement. Also stated she was involved in a code enforcement case with a client. In addition, no written comments were submitted during the public comment period.

2020 Annual Action Plan CARES Act Amendment- First Public Hearing: October 6, 2020

Public comments will be updated after public hearing.

6. Summary of comments or views not accepted and the reasons for not accepting them

All written and oral public comments have been accepted.

7. Summary

The City is committed to provide funds that serve the most disadvantaged residents while following HUD's directives. The City increased awareness of the Annual Action Plan's public review activities and process by providing the public notice in various ways.

The City sent notices of the public hearing to more than 70 addresses consisting of organizations, the

faith community, service providers and cities within Ventura County. The public hearing notices in English and Spanish were included in the Neighborhood News packets which were distributed weekly prior to the Hearing to approximately 231 Oxnard residents and broadcasted on the public viewing TV channel 10/35.

The Public Hearings are in compliance with the Americans with Disabilities Act. If the public requires special assistance to participate in a meeting, the individual would contact the City Clerk's Office. Notice at least 72 hours prior to the meeting will enable the City to reasonably arrange for persons accessibility to the meeting. This notation is included on all city Agenda's.

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PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	OXNARD	
CDBG Administrator	OXNARD	Housing Department
HOPWA Administrator		
HOME Administrator	OXNARD	Housing Department
ESG Administrator	OXNARD	Housing Department
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative (optional)

The City of Oxnard has designated the Housing Department's Grants Management Division to develop the Annual Action Plan, the Comprehensive Annual Performance and Evaluation Report, and the Regional Consolidated Plan. The Housing Department's Grant Management Division will also act as grants management of several public and private agencies that will implement and administer programs and activities under the Plan.

Consolidated Plan Public Contact Information

City of Oxnard
Housing Department
435 South D Street Oxnard CA 93030
Phone: (805) 385-8096
E-mail: emilio.ramirez@oxnard.org

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AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

Federal regulations require that a participating jurisdiction consult extensively with community service providers, other jurisdictions and other entities with a potential interest in or knowledge of that jurisdiction's housing and non-housing community development issues. Staff have developed and followed a detailed schedule which provides for and encourages citizen participation emphasizing the participation of persons of low- and moderate-income

The regional consolidated plan and the annual action plan represent a comprehensive planning effort mainly led by Housing Department-Grants Management Division staff, with involvement of (1) local government experts; (2) the social service community; (3) residents; and, (4) consultation with other local HUD entitlement communities. The following items are examples of the consultations efforts:

- Grants Management Division staff work closely with other City staff members such as: Affordable Housing and Rehabilitation; Homeless Assistance Program; Development Services; Utilities; Treasury; Oxnard Housing Authority; Community Development Services; Code Compliance; Geographical Information System; Recreation and Community Services; and Finance to ensure that careful consideration is given to the City's identified needs, and that programs and services are cost-effective and meet specific goals and objectives in order to develop and implement the Regional ConPlan and the AAP.
- City staff members in the Department and/or Divisions; Affordable Housing and Rehabilitation, Homeless Assistance Program, Development Services, Utilities, Treasury, Oxnard Housing Authority, Community Development Services, Code Compliance, Geographical Information System, Recreation and Community Services and Finance provide supportive services as needed to accomplish ConPlan development efforts,
- Housing staff during the fiscal year cycle continue to provide HUD program workshops to social service agencies and the opportunities for the residents to participate in the public hearings,
- The process of preparing a Joint Assessment of Fair Housing (AFH) for the City of Oxnard and the Oxnard Housing Authority, which had been due on October 4, 2020, has been modified due to a change in the HUD regulations. The AFH has been replaced with a requirement to produce an Analysis of Impediments to Fair Housing (AI). In January of 2019, the City and the County of Ventura agreed to collaborate on the production of the AI, which will be due in May of 2020. Through 2019-20, staff will be engaged in the necessary community outreach and participation, and collaboration with the County of Ventura, in order to produce the AI for public review and comment in accordance with the HUD guidelines. The draft Regional AI was published in January 2020, and was adopted on June 16, 2020 by the Oxnard City Council, following the required public hearings and public comment period.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

The City consulted with the agencies/organizations while preparing the AAP, through public hearings, workshops, forum meetings, and training sessions (individuals and group discussions):

- The City of Oxnard City Council conducted two (2) public hearings, on 3/17/2020 and 6/16/2020, as prescribed in the Citizen Participation Plan.
A community Fair Housing workshop, free to the public, was conducted at the Oxnard Public Library in November of 2019, and a second is scheduled for May of 2020.
Frequent consultations with representatives of Oxnard's three certified CHDOs (Cabrillo Economic Development Corporation, Habitat for Humanity, and Many Mansions) were held throughout the year;
Attended the regional Continuum of Care (CoC) meetings to discuss the application, homeless needs and program directions and strategies;
The City of Oxnard Commission on Homelessness conducted 7 meetings in 2019-20, and plans to conduct two more prior to June 30, 2020. Since January of 2018, the Commission has adopted resolutions which presented a total of fifteen (15) policy recommendations to City Council. On September 10, 2018, the Commission formally approved submission of a Five-Year Homeless Plan with recommendation that it be adopted by the Oxnard City Council;
Homeless Services staff worked in partnership with the County of Ventura and the City of Ventura to establish a Shelter Committee for developing two permanent emergency shelters in West Ventura County;
The City of Oxnard has executed an agreement with Mercy House for the full time operation of the Oxnard Navigation Center, which is a 110-bed overnight shelter;
Assisted the Point-in-Time count of the homeless persons in Ventura County and especially in Oxnard on January 29, 2020 resulted in a final count of 379 unsheltered homeless individuals. This is an increase of 76 individuals counted from last year;
Homeless Services staff successfully submitted a state Homeless Emergency Aid Program grant awarding the City of Oxnard 1.5 million dollars for shelter capital and direct human services;
Requested representation for the Grants Application Review Panel from Inter Neighborhood Council Organization executive board members and Neighborhood Council chairpersons.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Ventura County Continuum of Care Alliance (CoC) is a regional consortium covering all communities in Ventura County. The CoC is a collaborative group dedicated to promoting a safe, desirable and thriving community by ending homelessness in Ventura County. The CoC is comprised of a Board of

Directors and five sub committees (Homeless Management Information System (HMIS) Steering Committee, Data Performance and Evaluation, Public Information and Outreach, Coordinated Intake, and Housing Service and Coordination). Within these standing committees and the CoC body, are representatives from local housing authorities, homeless service providers, homeless health care, mental health, veterans' services, law enforcement, education, local homeless task forces, business leaders and city/county government representatives.

The coordination of housing assistance and services for homeless persons continues to be implemented through a broad range of public and private funding and service providers that reach: chronically homeless individuals and families with children, veterans, unaccompanied youth, the recently homeless and those at risk of becoming homeless. City staff participate as well on the City's Affordable Housing Team, OHA, the Homeless Committee, which is comprised of the Mayor Pro Tem and another City Council member. Other entities involved in the development of policy and implementation of the provision of services include the City Council-appointed Commission on Homelessness, regional bodies such as the Ventura County Housing and Homeless Coalition, the South Coast Collaborative Regional HMIS implementation committee, the Southern California Regional CoC Collaborative, and the Ventura County CoC Alliance. The City's Housing Department also oversees the Fair Housing Program. An example of how the City directly provides funding and staff support to coordinate housing assistance include such interventions as a City Police Department implemented program that combines a ride along case manager with officers patrolling areas frequented by chronically homeless and recently homeless individuals and families allows for immediate needs assessments and referrals to appropriate agencies.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The CoC's Data Performance and Evaluation Sub Committee is tasked with establishing performance measures and new policies and procedures for all homeless grant funds and activities. The HMIS Steering Committee is tasked with developing the policies and procedures that govern HMIS, which is administered by the County of Ventura.

City staff continue to work with the CoC to develop performance standards for and evaluation of outcomes for ESG-funded projects and activities. Through participation on regional sub-committees staff also continue to inform HMIS policies, procedures, operations and administration.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

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Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	CITY OF OXNARD
	Agency/Group/Organization Type	PHA Services - Housing Services-homeless Service-Fair Housing Grantee Department
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Oxnard Public Housing Authority and the Affordable Housing Division are under the direction of the Housing Director of the City of Oxnard, as is the Grants Management Division. A bi-monthly management meeting was held for all Housing staff, including OHA staff. The topics were comprehensive and specific with detailed instructions on handling the issues which can be related to housing, homelessness and/or community partnership. Because the OHA is a component unit of the City and a Division of the City Housing Department, coordination occurs on a daily basis.

2	Agency/Group/Organization	Turning Point Foundation
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The outreach for the mentally ill homeless will be handled within the City and referrals will be made to the Turning Point shelter.
3	Agency/Group/Organization	MERCY HOUSE
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Discussed outreach, case management and homeless services provided by Mercy House to support overnight shelter for the homeless.
4	Agency/Group/Organization	Habitat for Humanity of Ventura County
	Agency/Group/Organization Type	Non-Profit CHDO
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Habitat for Humanity completed construction of 6 single family homes for sale to low income families, located at First and Hayes last fiscal year with the use of HOME and In-Lieu funds. During the current fiscal year Habitat for Humanity requested a HOME program funding application for development of a new project. However, Habitat for Humanity has not provided further details on the proposed project or submitted an application yet.

5	Agency/Group/Organization	Many Mansions
	Agency/Group/Organization Type	Non-Profit CHDO
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Many Mansions received HOME and affordable housing in-lieu funds to construct 5 HOME units and 2 in-lieu units in a 40-unit rental development for low income veterans and families. The development completed construction in August 2019. Many Mansions is in the process of preparing an Oxnard HOME Program funding application for two new development projects in Downtown Oxnard that will produce a total of 175 affordable housing units.
6	Agency/Group/Organization	Cabrillo Economic Development Corporation
	Agency/Group/Organization Type	Non-Profit CHDO
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Cabrillo applied for HOME CHDO development assistance funds to construct 42-rental units for farmworker families, located at the corner of Pleasant Valley Road and Etting Road, Oxnard, CA 93033. The Housing Department has issued a conditional letter of approval to Cabrillo, final commitment of HOME funds will occur after Cabrillo has secured all other funding sources and meet all HOME funding requirements.
7	Agency/Group/Organization	THE KINGDOM CENTER
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Victims of Domestic Violence Services-homeless

	What section of the Plan was addressed by Consultation?	ADA compliance and resource development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Kingdom Center was toured by staff and determined areas of the facility that could be upgraded, enhanced and modified to promote greater access for persons with disabilities. In 2019, ADA improvements through an architectural design and development contract was completed. The contract was amended for the next phase of ADA construction costs.
8	Agency/Group/Organization	County of Ventura Human Services Agency
	Agency/Group/Organization Type	Services-homeless Services-Health Other government - County
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Lead-based Paint Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Planning, coordination and implementation of Homeless Point in Time count; count was conducted on January 29, 2020 resulted in a final count of 567 unsheltered homeless individuals in the City of Oxnard. This is an increase of 19 individuals counted from last year. The City conferred with the Ventura county Public Health Department regarding addresses of housing units wherein children have been identified as lead-poisoned in the City of Oxnard. Prior to implementation of the 2018 Annual Action Plan, the City will receive a list of addresses if such a list exists. Any rehabilitation activities on housing units constructed prior to 1978 will have lead hazards identified and actions taken to remove the hazard. The City's Affordable Housing Division does not own or manage any housing units. All units for which HOME and CDBG assistance is provided for homebuyer assistance or homeowner rehabilitation are administered in compliance with HUD's HOME or CDBG regulations for lead-based paint, as applicable inspections requirements. With respect to units owned or assisted by the Oxnard Housing Authority, there have been no cases of Public Housing tenants and/or Section 8 participant households reporting or having been discovered to have poisoned children or any child with "Environmental Intervention Blood Lead Level"(EBLL). OHA staff provides a brochure related to lead based paint hazards to all new program participants and tenants. Maintenance staff attends training and seminars to stay current with the State of California Lead Awareness Training requirements.
9	Agency/Group/Organization	Housing Rights Center
	Agency/Group/Organization Type	Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Fair Housing, Discrimination

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City contracts with a professional fair housing service provider, the Housing Rights Center (HRC). The HRC provides fair housing counseling, discrimination complaint investigation, complaint processing, and dispute resolutions services for Oxnard tenants, home seekers, and housing providers. In addition, twice every year the HRC staff provides free fair housing training seminars for the public, along with an bi-annual training presented to the staff of the Oxnard Housing Authority and city housing staff on their fair housing obligations and responsibilities.
10	Agency/Group/Organization	City of Oxnard
	Agency/Group/Organization Type	Other government - Local Grantee Department
	What section of the Plan was addressed by Consultation?	Broadband Internet
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City's Information Technology Department is planning to expand internet usage and bandwidth capacity by upgrading to high speed fiber optic network communications technology to improve the Oxnard low to moderate income community residents, by working with developers of new affordable housing developments, contractors providing improvements to City facilities, parks and recreation facilities.

Identify any Agency Types not consulted and provide rationale for not consulting

Not Applicable

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Ventura County CEO's Office	The goals of the Strategic Plan overlap with the goals of each plan by ensuring homeless persons have access to adequate services to help reduce the incidence of homelessness.
Oxnard Housing Authority Agency Plan	Oxnard Housing Authority	OHA Plan presents the program procedures related to Public Housing and Section 8 housing units, which overlaps with the AAP for delivering and providing affordable housing units to Oxnard residents. OHA is currently administering 15 set aside homeless preference vouchers per fiscal year, and 67 VASH vouchers
City of Oxnard Housing Element	State of California Housing and Community Development (HCD)	HCD approves the City's Housing Element. The City's updated Housing Element indicates that as of March 2017, 2,497 of 4,199 affordable housing units remain to be built as indicated on the Southern California Association of Governments (SCAG) and Regional Housing Needs Allocation (RHNA)
Regional Housing Needs Allocation (RHNA)	Southern California Association of Governments (SCAG)	SCAG RHNA sets the low and moderate income housing needs allocations for the City as City is within the SCAG boundaries. The City's Housing element relies on the allocations by SCAG to develop local affordable housing needs. The 2014-2021 SCAG RHNA determined that 4,199 affordable housing units would be required in the City of Oxnard from 2014-2021. The updated Housing Element indicates that as of March 2017, 2,497 affordable housing units remain to be built

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

Implementation of the 2020 Action Plan requires coordination and compliance with the local and regional needs established by the City of Oxnard, County of Ventura, Southern California Council of Governments and the State of California.

The Southern California Association of Governments (SCAG), the nation's largest metropolitan planning organization (MPO), representing six counties, 191 cities and more than 18 million residents in Southern California, is mandated by federal and state law to research and draw up plans for transportation, growth management, hazardous waste management and air quality. SCAG undertakes a variety of planning and policy initiatives that regulate housing development.

One of these planning tools is the Regional Housing Needs Allocation (RHNA), it establishes the need for affordable housing development in cities and counties within its region.

City of Oxnard's general plan contains a housing element that makes "adequate provision for the existing and projected housing needs of all economic segments of the community." The housing element must be revised and updated every eight years after 2010 due to SB 375. A community is not obligated to actually provide housing to all in need but the Regional Housing Needs Allocation (RHNA) is a "distribution of housing development capacity" that each city and county must zone for in a planning period. It is not a "construction need allocation," and is integral to the development of a Sustainable Community Strategy. The housing element is a planning document, requiring the City to plan for meeting its "fair share" of regional housing market need. The RHNA will set local housing and land use capacity goals to support future growth, including transit oriented, mixed use and infill development.

The time frame during which housing accomplishments towards the Regional Housing Needs Allocation (RHNA) can be counted (RHNA cycle) is January 1, 2014 through October 31, 2021. The City seeks to conserve and rehabilitate existing housing as well as provide opportunities for new development. The 2014-2021 SCAG RHNA determined that 4,199 affordable housing units would be required in the City of Oxnard. The City's updated Housing Element indicates that as of March 2017, 2,497 affordable housing units remain to be built.

The City Housing Department's mission is to promote the general welfare of the City by remedying unsafe and substandard housing, and by relieving the shortage of affordable housing for City residents. This mission is consistent with the City's General Plan and laws governing our housing funds and resources. The purpose of the Housing Department is to provide decent, safe, attractive, sanitary, and well maintained housing for eligible low and very low income families in a manner that promotes commitment, exemplary customer service, economy, efficiency, and the social well-being of the residents.

All City housing projects undertaken with federal funds from HUD or other state or federal funding source must comply with the requirements of the City's Housing Element, General Plan, SCAG, State of California Housing and Community Development Department (HCD) and HUD.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The City of Oxnard follows the guidance established in the Oxnard Citizen Participation Plan (Ocpp) approved on July 10, 2018, which updates the local procedures pursuant to the requirements of Title 24, CFR Section 91.105(a).

The Oxnard Citizen Participation Plan sets forth the procedures for the development of the annual action plan, the consolidated plan, and any substantial amendments to these plans, as well as procedures for the preparation of the comprehensive annual performance and evaluation and the assessment of fair housing. (See Appendix 1.)

The City of Oxnard encourages citizen participation by consulting with citizens, public service organizations, City staff and allows public comments and public input throughout the development process of the plans addressed in the citizen participation plan. City of Oxnard provides assistance to citizens that are unable to speak English, minorities and those with disabilities to participate in the process of developing the plans addressed in the citizen participation plan. The 2020 AAP was developed in conjunction with residents and organizations through a public participation process that included workshops and public hearings conducted by City staff:

- 1) Two public hearings before City of Oxnard City Council where citizen's public comments were allowed are required by the citizen participation plan;
- 2) Four community meetings were conducted to gather input from the residents on the community needs and two workshops for CDBG, HOME and HESG programs conducted by Housing Department staff, followed up by multiple consultations, as well as, providing technical assistance to the community and agencies (service providers) through emails, phone conversations, and meeting; the community meeting were held on 1/22/20, 2/6/20, 2/26/20 and 3/5/20 during the evening; locations were Oxnard Main Public Library, South Oxnard Center, Wilson Senior Center, and Community Room at Terraza De Las Cortes in the La Colonia neighborhood; the workshops were held on 1/22/20 and 2/20/20 during the day at the Oxnard Main Public Library;
- 3) All applications for funding were reviewed by Housing - Grants Management staff for eligibility and grants compliance and then forwarded to the Review Panel, which consisted a member from the citizen advisory group;

- 4) Meetings were conducted by Housing – Grant management staff for sub-recipients awardees;
- 5) Other workshops and meetings were handled by Affordable Housing staff and Fair Housing staff;
- 6) Meetings attended and participated by Homeless Assistance Program staff related to CoC and Emergency Solutions Grant;
- 7) Meetings with other Community Consortium groups throughout the year; Meeting dates Commission on Homelessness attended by Housing Department staff: August 5, 2019; October 7, 2019; November 4, 2019; December 2, 2019; January 6, 2020; February 3, 2020; and March 2, 2020. Meetings are scheduled for June 1, 2020.
- 8) *2020 Annual Action Plan CARES Act Amendment* Public Hearing before City of Oxnard City Council where citizen's public comments were allowed are required by the citizen participation plan.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Low/mod income Oxnard Residents	3/17/20 Published in English and Spanish Notice of 1st Public Hearing notice in VIDA newspaper; English and Spanish versions of Notices were broadcasted on Public Channel 10/35, Public Notices regarding Public Hearings sent out to Oxnard Residents for first Public Hearing, 65 notices mailed out, and Notices were posted on the City of Oxnard website both in Spanish and English.	1st Public Hearing comment - no oral or written comments submitted	All comments accepted	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Entitlement Grant Community Meetings & Workshops	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Interested parties/application for grant funds	20 people attended the Community Meeting & Workshop for CDBG, HOME and HESG	Comments were need rental assistance & affordable apartments; need homeless assistance in community; need services and programs for seniors; need recreation services for youth. Several questions were raised: What affordable housing projects in city?; What are the current income limits?; How do i find the census tract for my project?	All comments accepted	NA

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Resident Survey	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	11 people submitted Resident survey to provide need in the community. Survey provided in English & Spanish.	Comments are need affordable housing for rental and purchase, expanded resources to address homelessness and economic development; increase public service; provide homeless services/homeless liaison for high school age students; fix sidewalks; grants for homeowner yards; childcare services; homeownership assistance	All comments accepted	NA

4	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Low/mod income Oxnard residents	5/14/20 Published in English and Spanish Notice of 2nd Public Hearing in VIDA newspaper; English and Spanish versions of Notices were broadcasted on Public Channel 10/35, Public Notices regarding Public Hearings sent out to Oxnard Residents for first Public Hearing, 65 notices mailed out, and Notices were posted on the City of Oxnard website both in Spanish and English.	2nd Public Hearing comments - (2) Oxnard Residents: (1) Resident stated workers are being paid minimum wage through CDBG and is not in line with City Policy Living Wage ordinance; (2) Resident stated emphasized affirmatively furthering fair housing law and asked for an analysis of Code Enforcement. Also, stated she was involved in a code enforcement case with a client.	All comments accepted	NA
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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	Program Coordinating Committee meetings	Minorities Non-English Speaking - Specify other language: Spanish, Mixteco Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Cross-section of community	General meeting of community non-profits that serve various segments of the community	Round table discussion- No Comments Received	No Comments Received	NA
6	Internet Outreach	Non-targeted/broad community	Not Measured	No Comments Received	No Comments Received	https://www.oxnard.org/city-department/housing/grants-management/

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
7	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Low/mod income Oxnard Residents	10/6/20 Public Hearing will be conducted before the City Council to adopt a Substantial Amendment to the 2020-21 Annual Action Plan. 9/17/2020 Published Notice of 1st Public Hearing in VIDA in English & Spanish; English and Spanish versions of Notices were broadcasted on Public Channel 10/35; and Notices were posted on the City of Oxnard website both in Spanish and English.	Comments to be updated after public hearing	Updated will occur after the Public Hearing	NA

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
<u>8</u>	Internet Outreach	Non-targeted/broad community	A draft of the 2020 Annual Action Plan CARES Act Amendment was made available for public review on the City website from September 20, 2020 through October 6, 2020.	Comments to be updated after the Public Hearing.	Updated will occur after the Public Hearing	https://www.oxnard.org/city-department/housing/grants-management/

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

In Plan year 2020, the formula grant calculations of HUD allocations to City of Oxnard are CDBG \$2,574,388, HOME \$776,134 and HESG \$221,083, a total of \$3,571,065 in entitlement grants from HUD. In addition, estimated program income of \$100,000 for CDBG programs and \$100,000 for HOME programs. This will increase total available resources from the 2020 Plan year to \$3,771,605. The source of program income comes principally from repayment of loans and recaptures from defaults. Those funds will be used towards meeting the goals and objectives of the 2020 AAP.

CDBG funds will leverage city funds and subrecipients funded with CA state grants, private foundations and contributions from individuals, corporations and private foundations that provide services and public facilities to low/moderate income residents of City of Oxnard. HOME affordable housing loans for down payment assistance or rehabilitation will leverage affordable housing loan programs, funded by State of CA, such as BEGIN and CAL-HOME. HOME development financing assistance will leverage development funds from State of CA, developer equity, private financing, and tax credit financing. HESG grant funds leverage subrecipients' funds from donations from individuals, corporations and private foundations, which support non-profit agencies sub-recipients and in the case of government HESG contractors, City of Oxnard funding from CA a state grant source and General Funds are two sources of matching funds.

Although not in the Priority Table below, additional resources for 2020 also include leverage and match funds by the HOME and HESG projects. Those are described in AP-10 agencies listed, AP-15 Introduction, AP-20, Narrative of Goal 7, Reduce Homelessness and AP-55 Introduction.

The Substantial Amendment of October 6, 2020, includes additional funding for the CDBG-CV and ESG-CV grant, to be used to prevent, prepare for, and respond to coronavirus. The City of Oxnard CARES Act grant allocations total \$8,343,372; Community Development Block Grants (CDBG-CV) will be \$3,088,367 and Emergency Solutions Grants (ESG-CV) will be \$5,255,005. In addition, the ESG-CV amount of \$651,589 is unallocated and will be utilized for ESG eligible activities.

For the ESG-CV remaining balance of \$651,589 the city is working in partnership with Ventura County to develop a COVID Response Coordinated

Investment Plan (CIP). The CIP is being developed throughout a 5 week intensive workshop led by external facilitators. Upon completion of the course, the city in coordination with the county will use the CIP report and begin implementation.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	2,574,388	100,000	0	2,674,388	0	2020 CDBG Allocation and Program income is \$2,674,388; the total available resources from CDBG Plan year 2020. Uses of the available resources will be according to the funding priorities set forth in the ConPlan. The specific Activities will be setup in IDIS. The uses of funds will be capped according to the HUD regulations for: (1) Admin and Planning - no more than 20%, or \$534,877, (2) Public Services up to 15%, or \$401,158. The 2020 balance will be distributed as Public Improvements & Other City Programs as detailed by the City during the AAP process.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	776,134	100,000	0	876,134	0	In plan year 2020, HOME allocation is \$776,134 and expected program income is \$100,000; total of \$876,134. Uses of funds are; (1) Administration - no more than 10% or \$87,613 and (2) CHDO Set Asides - at 15% or \$131,420. In addition, \$675,101 is available for housing development and homeowner loans. In addition to the CHDO set aside of \$131,420.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	221,083	0	0	221,083	0	Plan year 2020 Available resources for HESG is \$221,083. The limited availability of HESG resources is spread across the uses identified in this table. 1) HESG Administration and Planning costs is no more than 7.5% or \$16,581 those are included in HESG Project 2. (2) Emergency Shelter and Street Outreach cost is no more than 60%, or \$132,649. The 2020 balance will be distributed as Homeless Prevention, HMIS, & Rapid Re-Housing eligible activities as detailed by the City during the AAP process.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
Other CDBG-CV	Public-federal	Planning and Administration Public Services Economic Development	3,088,367	0	0	3,088,367	0	CDBG-CV funds to be used to prevent, prepare for and respond to coronavirus. CARES Act resources for CDBG-CV total is \$3,088,367. The resources are CDBG-CV1: \$1,514,428 and CDBG-CV3: \$1,573,939. The CDBG-CV resources is spread across the uses identified in this table, those are included in CDBG-CV Project 13 & 14. 1) CDBG Administration and Planning costs is no more than 20% or \$617,673 and (2) CDBG activities are \$2,470,694.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
<u>Other-ESG-CV</u>	<u>Public-federal</u>	Planning and Administration Overnight shelter Rapid re-housing (rental assistance) Street Outreach	5,255,005	0		5,255,005	0	ESG-CV funds to be used to prevent, prepare for and respond to coronavirus. CARES Act resources for ESG-CV total is \$5,255,005. The resources are ESG-CV1: \$ 762,355 and ESG-CV2: \$ 4,492,650. The ESG-CV resources is spread across the uses identified in this table, those are included in ESG-CV Project 15. 1) ESG Administration and Planning costs is no more than 10% or \$525,500 and (2) Emergency Shelter, Street Outreach and Rapid Re-Housing are \$4,077,916. The ESG-CV balance of \$651,589 is unallocated and will be distributed to ESG eligible activities.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

CDBG funds are leveraged by city and subrecipients providers with government agency, in-kind, private foundations and contributions monies who provide services to low/moderate income persons. Affordable housing developments utilizing HOME funds typically use HOME monies to leverage millions of dollars in state, federal, and private financing. HESG funds are leveraged by non-profit agencies providers with government agency, in-kind, private foundations, Ventura County Continuum of Care monies who provide critical services such as assisted housing, services and shelter to vulnerable populations who are at-risk of becoming homelessness or homeless persons and families. HOME funds are matched at

a greater than 25% level by recipients of HOME funds, city, and other participants. HESG funds are matched dollar for dollar by subrecipients' providers. The city matched for Administration portion only.

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If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The city property leased for homeless shelter at 1450 S. Rose Ave, Oxnard, CA
Temporary Emergency Shelter at 351 South K Street, Oxnard, CA
Oxnard Housing Authority Public Housing Sites

Discussion

The resources for 2020 AAP will accomplish more activities but will not meet all the needs prevalent throughout the city.

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Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Improve Supply of Affordable Housing	2020	2024	Affordable Housing		New Rental Housing Housing Support and Stability Homeownership Opportunities Rehabilitation & Preservation of Existing Housing Assistance for Senior Residents Disaster Planning and Recovery	CDBG: \$1,030,153 HOME: \$788,521	Rental units constructed: 5 Household Housing Unit Rental units rehabilitated: 8 Household Housing Unit Direct Financial Assistance to Homebuyers: 10 Households Assisted Housing Code Enforcement/Foreclosed Property Care: 2000 Household Housing Unit
2	Enhance Economic Stability	2020	2024	Non-Housing Community Development		Increase Job Skills Facade Improvements Local Entrepreneurship		

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Increase Social Services	2020	2024	Non-Homeless Special Needs		Housing Support and Stability Assistance for Senior Residents Social Services Youth Activities and Services Disaster Planning and Recovery	CDBG: \$401,158	Public service activities other than Low/Moderate Income Housing Benefit: 2300 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 150 Households Assisted
4	Work to End Homelessness	2020	2024	Homeless		Housing Support and Stability Homelessness	ESG: \$221,083	Tenant-based rental assistance / Rapid Rehousing: 15 Households Assisted Homeless Person Overnight Shelter: 155 Persons Assisted Homelessness Prevention: 20 Persons Assisted Other: 100 Other

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Create Quality Neighborhoods	2020	2024	Non-Housing Community Development		Housing Support and Stability Assistance for Senior Residents Streets and Streetscapes Parks and Community Space Disaster Planning and Recovery Utilities and Public Infrastructure	CDBG: \$708,200	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 125000 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
6	Effective Administration	2020	2024	Planning and Administration		New Rental Housing Housing Support and Stability Homeownership Opportunities Rehabilitation & Preservation of Existing Housing Assistance for Senior Residents Increase Job Skills Facade Improvements Local Entrepreneurship Social Services Youth Activities and Services Homelessness Streets and Streetscapes Parks and Community Space Disaster Planning and Recovery Utilities and Public Infrastructure	CDBG: \$534,877 HOME: \$87,613	Other: 0 Other

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
7	CDBG COVID Pandemic Response	2020	2022	COVID Pandemic Response	Citywide based on income (Low/Mod)	COVID-19 Impact	CDBG-CV: \$3,088,367	Public Services-area benefit: approx. 125,000 Persons Assisted Public Services- 400 persons assisted Economic Development: 20 Business assisted Rental Assistance: 500 assisted
8	ESG COVID Pandemic Response	2020	2022	COVID Pandemic Response	Citywide based on income (Low/Mod)	COVID-19 Impact	ESG-CV: \$5,255,005	Tenant-based rental assistance / Rapid Rehousing: 30 Households Assisted Homeless Person Overnight Shelter: 350 Persons Assisted Street Outreach/Other: 200 Other

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Improve Supply of Affordable Housing
	Goal Description	Create and preserve stable, safe, and resilient affordable housing opportunities for homeowners and renters including special needs groups such as farmworkers, persons with disabilities, and the elderly throughout Ventura County.
2	Goal Name	Enhance Economic Stability
	Goal Description	Enhance economic stability and prosperity by increasing economic opportunities for residents through job skills training and promotion of local entrepreneurship.

3	Goal Name	Increase Social Services
	Goal Description	Increase access to health and wellness services, youth activities, senior activities, and social service activities for residents.
4	Goal Name	Work to End Homelessness
	Goal Description	Work alongside the Ventura County Continuum of Care to end homelessness within Ventura County by providing housing, emergency shelter, and social services to homeless persons or those at risk of homelessness.
5	Goal Name	Create Quality Neighborhoods
	Goal Description	Enhance access to quality, resilient, and livable neighborhoods by improving publicly owned facilities and infrastructure such as parks, streets, sidewalks, and community buildings, including improving accessibility to meet Americans with Disabilities Act (ADA) standards.
6	Goal Name	Effective Administration
	Goal Description	Create and maintain effective housing and community development programs that address the priority needs listed within the Consolidated Plan, comply with all U.S. Housing and Urban Development (HUD) requirements, and achieve the goals and objectives set out by each Ventura County jurisdiction.
7	Goal Name	CDBG COVID Pandemic Response
	Goal Description	Subject to the CARES Act and emergency policy from HUD, including program regulations and waivers. CDBG-CV funds will be used to prevent, prepare for and respond to coronavirus
8	Goal Name	ESG COVID Pandemic Response
	Goal Description	Subject to the CARES Act and emergency policy from HUD, including program regulations and waivers. ESG-CV funds will be used to prevent, prepare for and respond to coronavirus

Projects

AP-35 Projects – 91.220(d)

Introduction

These are 2020 Plan year Projects designed to accomplish the goals and objectives of the 2020 AAP. The 2020 Projects will organize Activities in IDIS under the Projects setup in this section of AAP. The Projects are New Rental Housing, Housing Support and Stability, Homeownership Opportunities, Rehabilitation and Preservation, Assistance for Senior Residents, Other Public Services, Youth Activities and Services, Homelessness, Parks and Community Space, Public Facilities and Improvements, Public Facilities -Fire Protection Equipment and Administration and Planning.

Substantial Amendment to 2020 Annual Action Plan includes three new Projects: CDBG-CV COVID Response, CDBG-CV Administration, and ESG-CV COVID Response

Projects

#	Project Name
1	NEW RENTAL HOUSING
2	HOUSING SUPPORT AND STABILITY
3	HOMEOWNERSHIP OPPORTUNITY
4	REHABILITATION AND PRESERVATION
5	ASSISTANCE FOR SENIOR RESIDENTS
6	OTHER PUBLIC SERVICES
7	YOUTH ACTIVITIES AND SERVICES
8	HOMELESS ASSISTANCE
9	PARKS AND COMMUNITY SPACE
10	PUBLIC FACILITIES AND IMPROVEMENTS
11	PUBLIC FACILITIES -FIRE PROTECTION EQUIPMENT
12	ADMINISTRATION
13	CDBG-CV COVID Response
14	CDBG- CV Administration
15	ESG-CV COVID Response

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The allocation priorities are based on the annual needs identified in coordination with other city departments. Public service allocations are determined by the participation from other providers to

meet the goals of the ConPlan. HOME funds are balanced between development projects and single family housing needs. HESG allocation are targeted exclusively for the needs of the homeless population.

The October 6, 2020 Substantial Amendment adds three new Projects, all designed to prevent, prepare for, and respond to coronavirus. The specific activities are identified in AP-38 Project Summary.

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AP-38 Project Summary
Project Summary Information

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1	Project Name	NEW RENTAL HOUSING
	Target Area	
	Goals Supported	Improve Supply of Affordable Housing
	Needs Addressed	New Rental Housing
	Funding	HOME: \$788,521
	Description	PARTICIPATION IN HOUSING DEVELOPMENT FUNDING ASSISTANCE
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	5 LOW INCOME HOUSEHOLDS
	Location Description	CITY OF OXNARD, CALIFORNIA
	Planned Activities	FINANCIAL ASSISTANCE TO A COMMUNITY HOUSING DEVELOPMENT ORGANIZATION FOR THE DEVELOPMENT OF 5 HOUSING UNITS FOR LOW INCOME HOUSEHOLDS IN OXNARD. THIS PROJECT INCLUDES 15% OF HOME ALLOCATION SET ASIDE FOR CHDO'S, OR \$131,420.
2	Project Name	HOUSING SUPPORT AND STABILITY
	Target Area	
	Goals Supported	Improve Supply of Affordable Housing
	Needs Addressed	Housing Support and Stability
	Funding	CDBG: \$200,000
	Description	HOUSING SERVICES
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	5 HOUSING UNIT, 8 HOUSEHOLDS (REHABILITATION), 10 HOUSING UNITS- HOUSING SERVICE; TOTAL OF 23 HOUSEHOLDS
	Location Description	VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD
	Planned Activities	HOUSING SERVICES FOR LOW-MODERATE INCOME HOUSING HOUSEHOLDS
	Project Name	HOMEOWNERSHIP OPPORTUNITY

3	Target Area	
	Goals Supported	Improve Supply of Affordable Housing
	Needs Addressed	Homeownership Opportunities
	Funding	CDBG: \$125,000
	Description	HOMEOWNERSHIP ASSISTANCE
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	10 HOUSEHOLDS ASSISTED
	Location Description	VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD
	Planned Activities	HOMEOWNERSHIP ASSISTANCE FOR LOW-MODERATE INCOME HOUSING HOUSEHOLDS
4	Project Name	REHABILITATION AND PRESERVATION
	Target Area	
	Goals Supported	Improve Supply of Affordable Housing
	Needs Addressed	Rehabilitation & Preservation of Existing Housing
	Funding	CDBG: \$705,153
	Description	AFFORDABLE HOUSING RENTAL UNITS; CODE ENFORCEMENT AND COMPLIANCE
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	8 HOUSEHOLDS HOUSING UNITS 2,000 HOUSEHOLD HOUSING UNITS (CODE COMPLIANCE)
	Location Description	VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD
	Planned Activities	AFFORDABLE HOUSING RENTAL UNITS FOR LOW-MODERATE INCOME HOUSEHOLDS; SUPPORT THE CODE ENFORCEMENT ACTIVITIES OF THE CITY OF OXNARD DEVELOPMENT SERVICES TO IMPROVE QUALITY OF LIFE AND PROPERTY ISSUES
	Project Name	ASSISTANCE FOR SENIOR RESIDENTS

5	Target Area	
	Goals Supported	Increase Social Services
	Needs Addressed	Assistance for Senior Residents
	Funding	CDBG: \$47,500
	Description	PUBLIC SERVICES SUBJECT TO 15% CAP OF 2020 CDBG ALLOCATION AND PROGRAM INCOME. FUNDING FOR SENIOR SERVICES TO INCREASE THE QUALITY OF LIFE
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	300 PERSONS WILL BE ASSISTED WITH SENIOR SERVICES
	Location Description	CITY-WIDE
	Planned Activities	1) ASSISTING WITH DAILY NEEDS FOR SENIORS BY CAREGIVERS VOLUNTEERS ASSISTING THE ELDERLY, CITY OF OXNARD RECREATION AT 2) PALM VISTA SENIOR CENTER
6	Project Name	OTHER PUBLIC SERVICES
	Target Area	
	Goals Supported	Increase Social Services
	Needs Addressed	Social Services
	Funding	CDBG: \$149,358
	Description	PUBLIC SERVICES SUBJECT TO 15% CAP OF 2020 CDBG ALLOCATION AND PROGRAM INCOME. FUNDING FOR FAIR HOUSING COUNSELING, HEALTH CARE SERVICES, HOMELESS SHELTER AND SERVICES.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	125 LOW-INCOME INDIVIDUALS WILL BE ASSISTED WITH SUBSIDIZED HEALTH CARE SERVICES, FAIR HOUSING SERVICES WILL ASSIST 150 HOUSEHOLDS, AND 150 HOMELESS INDIVIDUALS WILL BE ASSISTED WITH EMERGENCY SHELTER AND SERVICES.
	Location Description	VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD

	Planned Activities	1) CITY OF OXNARD FAIR HOUSING PROGRAM, 2) EMERGENCY SHELTER FOR HOMELESS BY COUNTY OF VENTURA HUMAN SERVICES AGENCY RAIN PROGRAM, 3) HOMELESS SERVICES BY SHELTER CARE RESOURCES, 4) SUBSIDIZED HEALTH CARE SERVICES BY LIVINGSTON MEMORIAL VISITING NURSES ASSOCIATION
7	Project Name	YOUTH ACTIVITIES AND SERVICES
	Target Area	
	Goals Supported	Increase Social Services
	Needs Addressed	Youth Activities and Services
	Funding	CDBG: \$204,300
	Description	PUBLIC SERVICES SUBJECT TO 15% CAP OF 2020 CDBG ALLOCATION AND PROGRAM INCOME. FUNDING FOR YOUTH RECREATIONAL AND EDUCATIONAL PROGRAMS; YOUTH FROM LOW- AND MODERATE-INCOME HOUSEHOLDS.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	1700 YOUTH WILL BE ASSISTED WITH YOUTH SERVICES/RECREATIONAL AND EDUCATIONAL PROGRAMS IN LOW-MOD NEIGHBORHOODS
	Location Description	VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD
	Planned Activities	CITY OF OXNARD RECREATION AT 1) COLONIA GYM, 2) COLONIA BOXING GYM, 3) COLONIA RECREATION CENTER, 4) POLICE ACTIVITIES LEAGUE, 5) RECREATION ON THE GO AND 6) COLONIA LIBRARY EDUCATIONAL PROGRAM
8	Project Name	HOMELESS ASSISTANCE
	Target Area	
	Goals Supported	Work to End Homelessness
	Needs Addressed	Homelessness
	Funding	ESG: \$221,083

	Description	ADMINISTRATION AND PLANNING COSTS SUBJECT TO 7.5% CAP, OR \$16,581. FOR HESG, HEARTH EMERGENCY SOLUTIONS GRANT FUNDS TO PROVIDE FINANCIAL ASSISTANCE TO VARIOUS SERVICE PROVIDERS FOR EMERGENCY SHELTER AND STREET OUTREACH SUBJECT TO 60% CAP; HOMELESS PREVENTION, RAPID RE-HOUSING, AND HMIS ACTIVITIES TO SERVE HOMELESS INDIVIDUALS AND FAMILIES, AND THOSE AT-RISK OF BECOMING HOMELESS. STREET OUTREACH AND EMERGENCY SHELTER ACTIVITIES WILL BE LIMITED TO 60% OF HESG ALLOCATION, OR \$132,649. ALL HESG SUBRECIPIENTS ARE REQUIRED BY CITY OF OXNARD TO PROVIDE MATCHING FUNDS ON A DOLLAR FOR DOLLAR MATCH REQUIREMENT FOR HESG PROGRAM. TOTAL HESG SUBRECIPIENT MATCHING FUNDS WILL BE \$221,083
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	KINGDOM CENTER WILL PROVIDE EMERGENCY SHELTER TO 140 INDIVIDUALS; TURNING POINT WILL PROVIDE EMERGENCY SHELTER TO 15 MENTALLY-ILL PERSONS; CITY OF OXNARD HOUSING DEPARTMENT, HOMELESS DIVISION WILL PROVIDE STREET OUTREACH TO 100 INDIVIDUALS; RAPID RE-HOUSING TO 15 HOMELESS HOUSEHOLDS and HOMELESS PREVENTION ASSISTANCE TO 20 HOMELESS PERSONS
	Location Description	VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD
	Planned Activities	1) ADMINISTRATION OF HESG BY CITY OF OXNARD, 2) KINGDOM CENTER WILL PROVIDE EMERGENCY SHELTER AND , 3) EMERGENCY SHELTER FOR MENTALLY ILL BY TURNING POINT FOUNDATION, CITY OF OXNARD HOUSING DEPARTMENT, HOMELESS DIVISION WILL PROVIDE 4) STREET OUTREACH, 5) RAPID RE-HOUSING, AND 6) HOMELESS PREVENTION
	Location Description	VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD
9	Project Name	PARKS AND COMMUNITY SPACE
	Target Area	
	Goals Supported	Create Quality Neighborhoods
	Needs Addressed	Parks and Community Space
	Funding	CDBG: \$118,000
	Description	PUBLIC IMPROVEMENTS OF PUBLIC PARKS AND COMMUNITY SPACE WITHIN LOW- AND MODERATE INCOME AREAS
	Target Date	6/30/2021

	Estimate the number and type of families that will benefit from the proposed activities	THIS PROJECT WILL ACCOUNT FOR TANGIBLE IMPROVEMENTS TO PUBLIC IMPROVEMENTS IN LOW-MOD CENSUS TRACT NEIGHBORHOODS. THE ACTIVITIES WILL TARGET LOW-MOD CENSUS TRACT NEIGHBORHOODS, ESTIMATED AT 60,000
	Location Description	LOW AND MODERATE INCOME AREAS
	Planned Activities	1) PLEASANT VALLEY PARK BALL COURT AND 2)LA COLONIA GREEN ALLEYS
10	Project Name	PUBLIC FACILITIES AND IMPROVEMENTS
	Target Area	
	Goals Supported	Create Quality Neighborhoods
	Needs Addressed	Utilities and Public Infrastructure
	Funding	CDBG: \$395,200
	Description	PUBLIC FACILITIES AND IMPROVEMENTS
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	THIS PROJECT IS CITY-WIDE AND WILL ACCOUNT FOR IMPROVEMENTS TO CITY FACILITIES. THE CITY-WIDE ACTIVITIES WILL ASSIST APPROX 209,000 PERSONS, OF WHICH OVER 60% ARE LOW/MOD INCOME RESIDENTS, ESTIMATED AT 125,000 PERSONS
	Location Description	CITY-WIDE
	Planned Activities	1) HOMELESS SHELTER PORTABLE FACILITIES, 2) MULTI SERVICE CENTER REHABILITATION, 3) ONE STOP FACILITY AND 4) POLICE ACTIVITY LEAGUE (PAL) REHABILITATION
11	Project Name	PUBLIC FACILITIES -FIRE PROTECTION EQUIPMENT
	Target Area	
	Goals Supported	Create Quality Neighborhoods
	Needs Addressed	Disaster Planning and Recovery Utilities and Public Infrastructure
	Funding	CDBG: \$195,000
	Description	PUBLIC FACILITIES -FIRE PROTECTION EQUIPMENT
	Target Date	6/30/2021

	Estimate the number and type of families that will benefit from the proposed activities	THIS PROJECT IS CITY-WIDE AND WILL ACCOUNT FOR IMPROVEMENTS TO PUBLIC FACILITIES-FIRE PROTECTION EQUIPMENT. THE CITY-WIDE ACTIVITIES WILL ASSIST APPROX 209,000 PERSONS, OF WHICH OVER 60% ARE LOW/MOD INCOME RESIDENTS, ESTIMATED AT 125,000 PERSONS.
	Location Description	CITYWIDE
	Planned Activities	1) EMERGENCY OPERATIONS CENTER
12	Project Name	ADMINISTRATION
	Target Area	
	Goals Supported	Effective Administration
	Needs Addressed	New Rental Housing Housing Support and Stability Homeownership Opportunities Rehabilitation & Preservation of Existing Housing Assistance for Senior Residents Increase Job Skills Facade Improvements Local Entrepreneurship Social Services Youth Activities and Services Homelessness Streets and Streetscapes Parks and Community Space Disaster Planning and Recovery Utilities and Public Infrastructure
	Funding	CDBG: \$534,877 HOME: \$87,613
	Description	ADMINISTRATION AND PLANNING COSTS SUBJECT TO CAPS FOR EACH FUNDING SOURCE; CDBG (20% of Allocation & PI) AND HOME (10% of Allocation & PI)
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	ADMINISTRATION AND PLANNING ACTIVITIES WILL BENEFIT FAMILIES CITYWIDE. AN ESTIMATED 209,000 PERSONS WILL BENEFIT FROM THIS AVTIVITY OF WHICH OVER 60% ARE LOW- AND MODERATE- INCOME RESIDENTS
	Location Description	CITYWIDE

	Planned Activities	COORDINATION OF ALL CDBG AND HOME ADMINISTRATION AND PLANNING ACTIVITIES.
13	Project Name	CDBG-CV COVID RESPONSE
	Target Area	
	Goals Supported	CDBG COVID Pandemic Response
	Needs Addressed	Social Services Youth Activities and Services Homelessness Disaster Planning and Recovery Increase Job Skills Local Entrepreneurship
	Funding	CDBG-CV1: \$1,211,543 CDBG-CV3: \$1,259,151 Total CDBG-CV Project: \$ 2,470,694
	Description	CDBG activities to prevent, prepare for and respond to coronavirus. Subject to the CARES Act and emergency policy from HUD, including program regulations and waivers. The CDBG-CV activities total \$2,470,694. The CDBG-CV1 activities are \$1,211,543 and CDBG-CV3 activities are \$1,259,151.
	Target Date	9/30/22
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 209,000 person will benefit from the Fire Paramedicine activity of which over 60% are low and moderate income residents, estimated at 125,000 persons. 21,000 persons will be assisted with Food Share activity; 14,000 persons will be assisted with Health Sanitation activity; 250 homeless individuals will be assisted with emergency shelter and services; 150 youth will be assisted with youth services and educational programs; 10 persons will be assisted by job development and training; rental assistance program will assist 500; and technical assistance activity will assist 20 businesses. These activities are in low-moderate income neighborhoods.
	Location Description	CITYWIDE & LOW AND MODERATE INCOME AREAS

	Planned Activities	City of Oxnard Fire Department will provide 1) Fire Paramedicine & PPE; City of Oxnard Cultural & Community Services will provide 2) Food Share, 3) Health-Sanitation Program, 4) Homeless Shelter Expansion, 5) Homework Center at Colonia Gym, South Oxnard Center, Durley Park Youth Center; City of Oxnard Housing Department will provide 6) Homeless Outreach, 7) Homeless Encampment Response, 8) Vocational Job Development & Training, 9) Business Improvement-South Oxnard; City of Oxnard Housing Authority will provide 10) Rental Assistance Program; and Community of Action of Ventura County will provide 11) Oxnard Homeless Services.
14	Project Name	CDBG-CV Administration
	Target Area	
	Goals Supported	CDBG COVID Pandemic Response
	Needs Addressed	Social Services Youth Activities and Services Homelessness Disaster Planning and Recovery Increase Job Skills Local Entrepreneurship
	Funding	CDBG-CV1: \$302,885 CDBG-CV3: \$314,788 Total CDBG-CV Project: \$617,673
	Description	Administrative tasks supporting activities to prevent, prepare for and respond to coronavirus. (20% cap of Allocation) Subject to the CARES Act and emergency policy from HUD, including program regulations and waivers. The CDBG-CV Administration total is \$617,673
	Target Date	9/30/22
	Estimate the number and type of families that will benefit from the proposed activities	Administration and planning activities will benefit families citywide. An estimated 209,000 persons will benefit from this activity of which over 60% are low- and moderate- income residents.

	Location Description	CITYWIDE
	Planned Activities	Coordination of all CDBG-CV Administration and planning activities.
15	Project Name	ESG-CV COVID RESPONSE
	Target Area	
	Goals Supported	ESG COVID Pandemic Response
	Needs Addressed	Homelessness
	Funding	ESG-CV1: \$ 762,355 ESG-CV2: \$ 4,492,650 Total ESG-CV Project: \$ 5,255,005
	Description	ESG-CV activities to prevent, prepare for and respond to coronavirus. Administration cost subject to 10% cap, or \$525,500. The ESG-CV activities total \$4,077,916. The ESG-CV remaining balance of \$651,589 is unallocated and will be distributed to ESG eligible activities. Subject to the CARES Act and emergency policy from HUD, including program regulations and waivers.
	Target Date	9/30/22
	Estimate the number and type of families that will benefit from the proposed activities	City of Oxnard Housing Department, Homeless Division will provide Emergency Shelter to 350 homeless persons; Rapid Rehousing to 30 individuals and Street Outreach to 200 individuals.
	Location Description	VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD
	Planned Activities	City of Oxnard, Homeless Division will provide 1) Homeless Expansion Shelter, 2) Temporary Homeless Shelter at K Street, 3) Temporary Emergency Shelter at 2nd Street, 4) Case Management & Rapid Re-Housing, 5) Homeless Encampment Response-Outreach, 6) Street Outreach; City of Oxnard will provide 7) Administration of ESG-CV

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The primary national objectives of the ConPlan programs are to benefit LMI residents, therefore, the City's CDBG funds will be targeted to extremely low, low, and moderate-income persons. The City has traditionally dedicated 100 percent of its CDBG resources to activities that exclusively benefit LMI persons. CDBG funds will be used to serve the LMI persons Citywide and in Low-Moderate Areas (LMA). This trend is expected to continue in PY 2020. Also, the City will continue to assist the low-income persons citywide with HOME and HESG funds. The target areas are: (1) Citywide, with 89 percent of the total entitlement funds; and, (2) the LMA Census Tract, 11 percent. The total entitlement includes the administration and planning funding.

Geographic Distribution

Target Area	Percentage of Funds

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The need for affordable housing (funded from CDBG and HOME) is present throughout the City. CDBG funds for direct benefit category-capital improvements and code enforcement are allocated based on the percentage of LMI persons within the LMA neighborhoods. Regarding the Public Services category of the CDBG funds, the proposed projects will focus on the basic needs of the residents such as health care, essential and supportive services, as well as housing services. The special population such as seniors, homeless and youth will continue to receive their funding for the healthcare needs, nutrition needs, education needs, shelter support and recreational needs.

HESG allocations are based on the limited clientele are distributed citywide.

HOME funds are distributed based on the income eligibility of the clients and citywide basis. These allocations also cover designated areas targeted by Code Compliance efforts to reduce and eliminate the deterioration of the areas through the Homeownership program as well as the Housing Rehabilitation program: homeowners will improve the beautiful appearance of the home and the safety of the

neighborhood.

Discussion

As always, the City of Oxnard will continue to look for available public and private resources and creative ways to fund the needy programs.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

HOME affordable housing loans for down payment assistance or rehabilitation will leverage affordable housing loan programs, funded by State of CA, such as BEGIN and CAL-HOME. HOME development financing assistance will leverage development funds from State of California, developer equity, private financing, and tax credit financing.

Lower-income households continue to pay a high percentage of their income for housing, compared to other income groups. A large percentage of lower-income renters tend to experience overcrowding and inadequate housing conditions as housing problems. In order to help provide decent and affordable housing, and improve the social and economic status for LMI households in Oxnard, the following programs will be available during the next program year:

1. First time Homebuyer Loan Program
2. Homeownership Assistance Program
3. Rehabilitation of Single-Family and Mobile home Housing Units
4. Rehabilitation of Housing Rental Units
5. Construction of new affordable dwelling units
6. Preservation of 520 public housing rental units and 1,840 Section 8 vouchers (including 15 set aside vouchers for homeless persons and 67 VASH vouchers for veterans)

One Year Goals for the Number of Households to be Supported	
Homeless	50
Non-Homeless	2,360
Special-Needs	250
Total	2,660

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	2,145
The Production of New Units	5
Rehab of Existing Units	6
Acquisition of Existing Units	10

One Year Goals for the Number of Households Supported Through	
Total	2,166

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

City of Oxnard's Affordable Housing Division (AHRD) offers HOME grant funds to finance homebuyer assistance and rehabilitation of owner-occupied single family housing for local residents. AHRD will also continue to provide financial assistance to Community Housing Development Organizations (CHDO) to develop affordable housing units throughout the City subject to available funding and as permitted by the funding source. Loan information is provided to interested residents at homeownership fairs, workshops, and on the City of Oxnard's Housing Department website

AP-60 Public Housing – 91.220(h)

Introduction

Oxnard Housing Authority (OHA) currently administers 520 public housing units, 1,840 Section 8 rental assistance vouchers, which includes 67 VASH vouchers and provides support services through its Resident Services program and Family Self-Sufficiency (FSS) program. The needs of public housing residents are supported with a Resident Services program which offers a variety of services to families and youth on-site. The FSS program supports and promotes public housing and Section 8 families with homeownership opportunities and economic self-sufficiency. The FSS Program provides one-on-one counseling and individual assistance to families that participate in this program. Marketing flyers for the residential rehabilitation program and the home buyer program are also available in the City's Housing Department lobby.

Actions planned during the next year to address the needs to public housing

Modernization projects for the public housing units, where most needed, are funded through its Capital Fund program. Every 5 years the Capital Fund program conducts a PNA (Physical Need Assessment) throughout the entire housing units and sends out survey questionnaires to the residents to assess the physical deficiencies in their units. It also collects input from Maintenance and Public Housing Staff. All the collected deficiencies get translated into capital improvement projects and get tabulated into a 5 year action plan. Each year, in its Annual Plan and Statement, Capital Fund re-prioritizes those projects identified in the 5 year plan.

For Fiscal year 2020/21, the following capital improvement projects for public housing units are planned:

Cal 31-2 (Felicia Court) Roofing	\$250,000
Exterior Doors	\$220,000
Cal 31-8 (Palm Vista) Boiler Replacement	\$ 10,000
Cal 31-5 (Plaza Vista) Kitchen Cabinets	\$175,000
Cal 31-7 (Scattered sites) Kitchen Cabinets	\$350,000
Building Improvements	\$ 10,000
Total Planned projects for 2020	\$1,015,000

In 2019, the Oxnard Housing Authority retired 144 public housing units, the impacted public housing residents were issued Section 8 Project Based Vouchers for the Las Cortes Project and any remaining families were given Section 8 tenant based vouchers to relocate to a unit in the private market.

Actions to encourage public housing residents to become more involved in management and

participate in homeownership

Homeownership opportunities are promoted by offering public housing families homeownership counseling services by Ventura County Community Development Corporation (VCCDC). In addition, families are informed of these services through its Family Self-Sufficiency Program and distribution of fliers to all households.

Public housing residents are encouraged to participate in public housing tenant associations that advocate on behalf of tenants to support efforts to improve public housing stock and living conditions.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not Applicable

Discussion

In order to respond to the increasing need for affordable housing units within the community, OHA and the Housing Department will continue to seek new resources of financing new housing development projects and partnering with developers, owners, and CHDO's.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Jurisdictions that receive federal funds for homeless assistance are required to conduct a Point In Time Count (PIT) of homeless persons each year. The 2020 PIT count was conducted on January 29, 2020.

The "Ventura County 2020 Homeless Count and Subpopulation Survey: Final Report", published in April 2020. The report is at the following website:

<https://s33020.pcdn.co/wp-content/uploads/2020/04/2020-VC-Homeless-Count-Report-Final.pdf>

In summary, the PIT count is a snapshot of homeless people who could be enumerated on one specific day. The 2020 PIT counted a total of 379 unsheltered homeless persons in Oxnard.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

In the previous twelve months the City of Oxnard established a year around homeless shelter and navigation center located on K Street in Oxnard. The City of Oxnard contracted Mercy House to operate the navigation center. The navigation center will continue its operation for the next twelve-month period and beyond. Oxnard has launched an effort to develop a new construction mixed-use development that will include a new and replacement navigation center and 110-bed homeless shelter plus other support services and fifty-four units of permanent supportive housing. We expect that this new project will be in operation within thirty-six months and will maintain the interim operation on K Street until relocation is possible.

During the next year, Oxnard will engage a new street outreach team to offer navigation for basic needs, services and shelter. The street outreach team will coordinate with Mercy House and the Oxnard Navigation Center as well as the Homeless Liaison Officers with the Oxnard Police Department.

Addressing the emergency shelter and transitional housing needs of homeless persons

The emergency shelter and transitional housing needs of homeless persons are currently being addressed by several service providers throughout Ventura County. The emergency shelter needs in the area are met by the following providers: Mercy Housing in operation of the Oxnard Navigation Center, Ventura County Rescue Mission - single men over the age of 18 with rotating stay schedule, 10 nights in/5 nights out; Kingdom Center - emergency shelter for single women and women with children; Lighthouse Mission for Women and Children - single women and women with children; and Turning

Point Foundation - mentally ill individuals.

Transitional housing needs are currently being met by the following providers: Kingdom Center - single women and women with children; Khepera House - single men; Many Mansions - transition aged youth, single women and women with children; Turning Point Foundation - single mentally ill persons; Salvation Army - families, single parents and single persons; VC-HSA - families, single parents and children, and single persons; Project Understanding - families and single parent households.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

There are many providers that are working diligently to assist homeless persons from not only finding housing, but also to prevent further incidents of homelessness. The Oxnard Housing Authority has created a homeless preference in issuance of Housing Choice Vouchers and is actively offering permanent housing opportunities. During the 2019 – 2020 fiscal year the Oxnard Housing Authority expects to house fifty otherwise homeless families with the use of Housing Choice Vouchers.

The Ventura County Human Services Agency utilizes both County General Funds and the City's Emergency Solutions Grant to provide eviction prevention and rapid re-housing services to all of these populations; they will continue to do this in the forthcoming operating year. Additionally, Ventura County Veterans Services, Homeless Health Care and Ventura County Behavioral Health all work closely with the service providers to provide other supportive services to assist in reducing the incidence of homelessness as they have also done in the recent past.

OHA works in conjunction with the Veteran Administration to administer 67 housing vouchers for homeless veterans under the VASH program. This program targets chronically homeless veterans.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The CoC has documented discharge policies of all of the above mentioned services that spell out various directions to ensure persons are not discharged into homelessness. Additionally, as stated earlier, HSA works with qualifying low-income persons and families to avoid homelessness. This is done with the

utilization of HESG and Ventura County allocated general fund dollars. Under the CoC discharge policy, in fulfilling the State Mandated Policy (state law related to the discharge protocol), the following are found:

1. Health Care Facilities: the County health care system describes the discharge policy as interdisciplinary responsibility. For the persons who require ongoing medical and nursing care and who have no identifiable address they may be discharged to a respite program at the RAIN project, a County operated transitional housing project. Others, upon discharge routinely go to group homes, board and care facilities, or reunite with families and friends.
2. Mental Health Facilities: the Ventura County Medical Center Psychiatric Inpatient Unit with the collaboration of Ventura County Behavioral Health and various community agencies provide discharge planning and placement assistance to patients, when leaving the mental health facilities.
3. Foster care and other youth facilities: the goal is to provide assisted services to eligible youth and young adults between the ages of 16 and 21 in making a successful transition from foster care to independent living and achieve self-sufficiency. In addition to the County Children and Family Services, a Transitional Age Youth (TAY) center, operated by Pacific Clinic is also available.
4. Corrections programs and institutions: upon release, inmates are able to obtain housing in transitional and permanent housing programs, group homes, and sober living homes as well as with family and friends.

Discussion

The CoC has incorporated each of the following goals of Opening Doors into its 20-year plan to end homelessness:

1. Ending chronic homelessness through targeted street outreach (CDBG-Community Action-One Stop Shelter, CoC-Oxnard Homeless Outreach Program, VCHSA-Rapid Re-housing, HESG-Winter Warming Shelter), discharge planning and implementation of a housing first approach.
2. Preventing and ending homelessness among veterans by providing permanent supportive housing beds, in addition to Section 8 HUD VASH vouchers.
3. Preventing and ending homelessness for families, youth, and children by 2020 through rapid rehousing program and homeless prevention activities. The CoC set a path to ending all types of homelessness in its 10-year plan by implementing a coordinated assessment system-Pathways to Home. As a result, the number of chronic homeless, veterans, families, and youth continue to demonstrate positive results.
4. All of the above objectives are still in progress and will be folded into a regional plan and strategy lead by the County of Ventura.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Barriers or constraints to the affordability of housing exist in many forms. A particular building code that to one sector might be interpreted as a “negative” public policy that acts as a barrier to affordable housing may to another sector be seen as a life-saving necessity – for example, seismic safety construction requirements. The same can be said for zoning and land use regulations. It should be noted that in Ventura County, local growth limitations have been adopted by direct ballot measures. Some of these measures entail costs which can affect housing supply and the cost of housing that is produced. Barriers to exit homelessness include the lack of a permanent, year round shelter and the lack of housing units for those at the very low- and low- income spectrum. Because of the high cost to develop housing for these populations and limited public funding to subsidize the development of new affordable housing units, developers often do not have the resources to develop the number of units necessary to house this population. When this occurs, badly needed units go undeveloped, thus further limiting housing opportunities for those hardest to house.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Environmental review, general planning, zoning, and related local land use regulations and development standards are all extensions of local government police powers to protect life and property, minimize nuisances, and achieve a desired quality of life as expressed through a participatory democratic process. Certain barriers to affordability are imposed by the mandates created by State Law (such as preparing and adopting a General Plan and conducting environmental reviews), are adopted for safety or civil rights reasons (such as the imposition of seismic construction standards in quake-prone areas, or requiring compliance with accessibility or visitability design standards), or enacted to remedy or prevent a specific local issue (such as requiring landscaping to deter graffiti). The term “barrier” should not be interpreted in the context that local development standards and development review procedures are inhibiting the provision of quality affordable housing that would otherwise be developed, but are the cumulative effect of the development requirements imposed by the layers of government regulations and laws that impact residential development.

Discussion:

The City strives to consistently implement all policies and procedures, to review local development standards and development review procedures in such a way as to avoid and ensure that such do not have unintended negative consequences, and to improve policies and procedures so as to increase the opportunities and feasibility of developing affordable housing, especially for special needs and very low- and low-income units). The City will continue to engage in these efforts to identify and minimize any

barriers over which the City has legal authority, in accordance with applicable law.

AP-85 Other Actions – 91.220(k)

Introduction:

The City will implement the goals and strategies of the Consolidated Plan to achieve the other actions listed in the next section

Actions planned to address obstacles to meeting underserved needs

The City will continue to utilize available resources to fund administrative support activities to meet the underserved needs in the community. The City will continue to work with the appropriate state agencies to administer the assets of the former redevelopment agency in the appropriate manner, and to the benefit of the LMI community whenever possible and feasible. Limited availability of funding from federal, state and other sources;

High cost of housing and provisions in the area which increases the difficulty of meeting affordable housing needs;

Reduced or frozen funding from state and other sources due to inadequate state revenue; the housing and credit crisis causing a negative effect;

A tight job market has produced an increased demand for production of new housing which is not being met, increasing home prices. Salaries are not commensurate with the high cost of housing in this market. These two factors combine to exacerbate the affordability crisis; and,

Credit crisis has limited the availability of capital to develop housing for low-and moderate-income households and special needs groups. City staff will address the challenges of existing and new obstacles in PY 2020 by focusing on the following programmatic and administrative areas: Staff will continue to research the availability of future funding resources that leverage the development of affordable housing units, inclusive of grants, bond financing, Section 108 funding and partnering with other affordable housing developers. CDBG and other funds will be used to fund administrative support for programs that serve the needs of LMI citizens citywide. This is especially critical now that no redevelopment agency funding is available, given that redevelopment agencies no longer exist in California. Staff will continue to collaborate with private-sector partners when appropriate in the development and construction of affordable housing. Staff will continue to collaboratively work with the service provider community, non-profit organizations, and neighboring cities and local governmental agencies within the County of Ventura to identify projects that also meet federal community development program eligibility and which can comply with timely draw-down requirements.

Actions planned to foster and maintain affordable housing

The City utilizes its Inclusionary Housing Program to provide significant numbers of affordable housing units. To ensure that Oxnard has enough opportunity sites suitable for residential development and to meet the remaining RHNA affordable allocation of 2,497 lower income and moderate units and 53

above moderate income units, the City is relying on the following:

- The All Affordable Housing Opportunity Program (AAHOP) and Affordable Housing (AH) additive zone (see Supplement 2) with an inventory of 2,067 units on 38 AAHOP sites
- 66 Vacant and Underutilized Sites (see Supplement 2)

The City of Oxnard has adopted several ordinances that establish inclusionary affordable housing requirements for new developments. Relevant ordinances are City Council Ordinances 2721 and 2615. The Inclusionary Housing Program provides for in-lieu fee payments that can replace the on-site units within a development subject to approval by the City Council. The City is currently in the process of completing a study to increase the City's in-lieu fee. In-lieu fees for development project are as follows:

For-Sale Units: If the in-lieu request is granted, the developer is required to make a payment of 1 percent of the sales price of each for sale unit in the project based on increments of \$50,000, with a minimum payment of \$5,000 for each unit.

Rental Units: A payment is required for each rental unit. The price is adjusted every six months by the percentage increase or decrease for the previous six months as determined by the Los Angeles Riverside-Orange County Consumer Price Index for all urban consumers.

The City Council generally prefers on-site affordable housing as opposed to payment of in-lieu fees. A project that is approved for in-lieu payments has usually agreed to another public benefit through a Development Agreement that justifies the in-lieu payment. In-lieu payments are made when the developer applies for building permits for the approved units. The in-lieu fees collected provide funding support in the form of developer loans to new affordable housing projects and are almost always leveraged with other funding sources. The current in-lieu fund balance is approximately \$2.8 million.

Possible incentives may include, but are not limited to, the following:

- Assistance with accessing and applying for funding (based on availability of federal, state, local foundations, and private funds)
- Mortgage-subsidy or down payment assistance programs to assist first- time homebuyers and other qualifying households, when such funds are available
- Expedited/streamlined application processing and development review
- Modification of development requirements, such as reduced setbacks and parking standards on

- a case-by-case basis
- Density bonus

Actions planned to reduce lead-based paint hazards

The City will coordinate activities with the County of Ventura Department of Health and Human Services to reduce lead-based paint hazards in accordance with federal regulations. Any rehabilitation activities on housing units constructed prior to 1978 will have lead hazards identified and actions taken to remove the hazard. The City's Affordable Housing Division does not own or manage any housing units. All units for which HOME and CDBG assistance is provided for homebuyer assistance or homeowner rehabilitation are administered in compliance with HUD's HOME or CDBG regulations for lead-based paint, as applicable. With respect to units owned or assisted by the Oxnard Housing Authority, there have been no cases of Public Housing tenants and/or Section 8 participant households reporting or having been discovered to have poisoned children or any child with "Elevated Blood Lead Level". OHA staff provides a brochure related to lead based paint hazards to all new tenants and program participants. Maintenance staff attends training and seminars to stay current with the State of California Lead Awareness Training requirements.

Actions planned to reduce the number of poverty-level families

Eliminating poverty is a clear concern in Oxnard and Ventura County in general. Efforts are constantly underway to improve the quality of life and economic well-being of the residents through collaborative efforts of the following agencies and their programs to provide needed skills for individuals seeking jobs and thereby getting them out of poverty:

- City Corp
- Community Action of Ventura County
- Oxnard Housing Authority
- County of Ventura-Human Services Agency
- City's youth programs such Police Activities League programs, Colonia Gymnasium, Colonia Recreation Center and Boxing programs

Actions planned to develop institutional structure

Extensive public and private partnerships have been established and organized to address the City's housing, homeless, and community development needs: Entitlement Grants workshops and training, Affordable Housing workshops for homeowners, Relocation meetings for residents, Fair Housing training and other scheduled meetings (such as Pre-construction meetings, Commission on Homelessness meetings, and meetings with County Continuum of Care Council, Housing Committee meetings).

Actions planned to enhance coordination between public and private housing and social

service agencies

The City will continue to collaborate with public and private housing and social service agencies to meet the goals and objectives of the Consolidated Plan. This could be from ongoing meetings, special meetings and task force.

Discussion:

The City anticipates significant numbers of inclusionary affordable housing to be developed within several proposed specific plans and other new projects. Based on a thorough review, the City does not believe that the current inclusionary housing program is a constraint to the development of housing in addition to the incentives and concessions currently being offered and conversations with local developers who have been able to work within the requirement of the inclusionary housing program and produce housing. To further ensure the program does not pose a constraint, the City has included a monitoring process.

Other actions that the the City of Oxnard will continue to improve compliance assessment for all its HUD funded programs and projects by 1) monitoring program and financial performance; 2) compliance with Environmental review: each project is reviewed for compliance with the National Environmental Protection Act. The City has a consulting agreement with Rincon to assist and perform the environmental reviews for housing developments and facility improvement projects, more complicated, and time consuming projects; 3) Labor Compliance Act: the City reviews and perform the contract administration of all CDBG-funded construction projects; 4) Section 3 Compliance: this function is also performed by the City; 5) Procurement and Purchasing: The City has its own procurement and purchasing policies managed by staff in the Finance Department; 6) Partnerships with Citizen Advisory Groups: Inter-Neighborhood Council Forum, Commission on Homelessness, Parks and Recreation and Community Services Commission, Mobilehome Park Rent Review Board, and Senior Services Commission.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

In addition to the 20% cap for Administration, the City of Oxnard also allocates 15% of 2020 CDBG funds for public services such as recreation programs for youth, homeless services, senior services and fair housing activities. The balance of the funds will be allocated to housing activities, code compliance and public facilities and improvements. In the event of an emergency (such as an earthquake, flooding, or hurricane ...) the City will cut the non-committed funds from other existing projects in order to fund the urgent need within the allowable range. However, the urgent need to meet the following tests: (1) the existing conditions pose a serious and immediate threat to the health and welfare of the community, (2) the existing conditions are recent or recently became urgent, generally 18 months, (3) the City cannot finance on its own, (4) and when other funding sources are not available.

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

HOME Investment Partnership Program (HOME)

Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

Other forms of local investments for housing that may be available to projects include financing from the City's in-lieu fees, CDBG funding. Additionally, the City also provides homebuyer assistance through the use of program income received from BEGIN and CALHOME State funded grant programs.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

Refer to Questions # 3 for Resale Provisions & procedures.

Recapture:

Provisions

- "In the event that the homebuyer fails to satisfy the requirements during the term of the loan, or otherwise defaults, the City shall exercise its legal rights, as set forth in the promissory note and deed of trust, in order to recover the monetary assistance previously provided to the maximum extent permitted by law."
- "If the recapture provisions are triggered by a sale of the housing unit, (whether voluntary or involuntary –such as foreclosure) or other default, the City shall take all necessary steps to recover the full amount of HOME funds from the net proceeds. The phrase 'net proceeds' is defined as the sales price, minus the loan repayment of the first trust deed (other than HOME funds) and any closing costs."

The HOME Program regulations allow the City to recapture the entire HOME Subsidy, in the event the loan recipient violates the affordability and or term period requirements. However, should the 'net proceeds' not cover the entire HOME Subsidy or not cover any of the HOME Subsidy, the City is required to forgive the remaining balance of the direct HOME Subsidy.

- During the term of the loan, the homeowner must repay the loan if it is sold, transferred or refinanced without the City's permission and/or with cash out to the homeowner or the homeowner does not occupy the residence as a primary residence.

Procedures

The City utilizes an agreement which includes restrictions, and a promissory note secured by a deed

of trust which is recorded with the Ventura County Recorder's Office.

Staff monitors and requires certification annually by the homeowner that the property is owner-occupied to determine if recapture provisions shall be invoked upon discovery of violations for owner-occupancy or unauthorized transfers.

The City will exercise the rights stipulated in the promissory note, secured by the deed of trust that was recorded with the County Recorder's Office.

Should Borrower transfer (as that term is defined in the Note) the Property during the occupancy period, City shall require that Borrower pay from the net proceeds the full amount of the Loan. For purposes of this Loan Agreement, "net proceeds" shall mean the sales price minus loan repayment (other than CDBG funds) and closing costs.

In the event net proceeds are not sufficient to discharge the full amount of the Loan during the occupancy period plus enable the Borrower to recover his or her initial investment in the Property and documented costs of any capital improvements, Borrower shall share the net proceeds with City. The City's share of the net proceeds shall be calculated as follows:

$$(\text{Amount of Loan} / \text{Amount of Loan} + \text{Borrower's Investment}) = \% \text{ of Net Proceeds that City is entitled to.}$$

Should the net proceeds not discharge the full amount of the Loan, City shall forgive the remaining balance.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

Refer to Question #2 for Recapture provisions and procedures.

Resale

Provisions

During the affordability period, the homeowner must resell to another low-income homebuyer if the property is refinanced without the City's permission and/or with cash out to the homeowner or the homeowner does not occupy the residence as a primary residence.

The original homebuyer receives a fair return on investment, (i.e., the homebuyer's down payment plus capital improvements made to the house. It is important to note that in certain circumstances, such as a declining housing market where home values are depreciating, the original homebuyer may not receive a return on his or her investment because the home sold for less or the same price as the original purchase price); and

In the event that the homebuyer fails to satisfy the requirements during the term, or otherwise defaults, the City shall exercise its legal rights, as set forth in the Resale Restriction Agreement.

Procedures

The City utilizes a Resale Restriction Agreement (RRA) secured by a deed of trust which is recorded with the Ventura County Recorder's Office.

Staff monitors and requires certification annually by the homeowner that the property is owner-occupied to determine if resale provisions shall be invoked upon discovery of violations for owner-occupancy or unauthorized transfers.

If the homeowner defaults or fails to satisfy requirements during the term, the City will exercise the rights stipulated in the Resale Restriction Agreement.

Property must be sold to an eligible low-income homebuyer which shall acquire the unit subject to the continuation of restrictions provided in the RRA through an assumption agreement.

The purchase price must be affordable for a low-income household who earns up to 80% of the area median income, provided by HUD. The monthly cost for principal, interest, taxes, insurance, HOA fees, utilities, and maintenance should not be more than 30% of the monthly income for the household or otherwise stated in the RRA. There is no preference to a particular segment of the low-income population.

The resale price is calculated using one of two ways methods described below. The method used is identified in the RRA:

Determined as the affordable housing cost for a family at 80% of AMI paying no more than 30% of the monthly income for the household or in accordance of California Health And Safety Code 50025.5, whichever is lesser, but not less than the original price paid by homebuyer, or

Determination using a CPI method to calculate the increase (or decrease) in value of the property.

The U.S. Bureau of Labor Statistics Consumer Price Index – All Urban Consumers for the Los Angeles-Riverside- Orange Counties Area (all items based 1982-1984=100) provides the CPI on the date of the calculation and the CPI on the purchase date. The calculation is the CPI on the date of the calculation minus the CPI on the purchase date, plus the cost of improvements to property evidenced with receipts, less 7% depreciation, plus the costs of bringing the housing unit up to current building codes and in a salable condition.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The City currently does not have any plans to invest HOME funds in this type of activity.

Emergency Solutions Grant (ESG)
Reference 91.220(l)(4)

1. Include written standards for providing ESG assistance (may include as attachment)

The City does not provide any direct assistance under the HESG program any longer. All written standards vary by service providers and assistance type. However, all providers must ensure recipients meet the minimum qualifications established by HUD for each eligible funded activity. HESG Policies and Handbook are provided to all HESG subrecipients.

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

The Regional Ventura County Continuum of Care Alliance has established centralized or coordinated assessment system, Pathways to Home, that provides coordination intake as well as systems to avoid duplication of effort and redundancies.

Pathways to Home is centralized to provide identical information and system-wide tracking through HMIS, of all homeless individuals who seek and /or receive assistance at any one of the various service providers, or through the County directly.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

The process for making all sub-awards for HESG recipients are as follows:

- a. The City formally posts the Notice of Available Funds (NOFA) in the regional newspaper, on the City's website, and emails and paper mail are sent to all existing and potential service providers from Santa Barbara to Los Angeles.
- b. All interested agencies attend information workshop/application training on the process, which includes all deadline dates and times.
- c. Interested agencies then submit their application, project overview and qualifications
- d. The Review Panel included representatives from City Advisory Groups.
- e. The Review Committee reviews all proposals and provides a scores for each eligible application. The funding recommendations are derived based on the scores.
- f. The funding recommendation are adjusted to meet the available resources and cap requirements; reviewed by management and then submitted to the City Council for approval.
- g. All applicants are contacted and urged to attend the City Council meeting in which the items fall on the agenda. All supporting comments and grievances are done at this time.
- h. The Mayor and City Council directs the City Manager and staff to move forward with final processing.

- i. Staff prepare all contracts for execution. Additionally, all internal processes are completed in order to encumber funds to each individual agency.
 - j. Contracts are completed and services can begin on July 1.
 - k. All HESG contracts are awarded for two years.
4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

The City meets the homeless participation requirement by having a homeless and formerly homeless person serve on the City's Commission on Homelessness. In addition, each entity receiving city HESG funding is also asked to provide information as to how they involve the homeless.

5. Describe performance standards for evaluating ESG.

PERFORMANCE MEASURES

Performance measures are in place to ensure the efficient administration of all HESG funded activities. Additionally, along with the utilization of the HMIS, these measures will hopefully help to reduce the length of time of family and individuals remain homelessness, reduce the overall incidence of homelessness, and monitor the overall use of emergency shelters. Some of the activity measures are as follows:

- Emergency Shelters: Excluding winter shelters, must be able to document placement of a minimum of 10 percent of the homeless persons or households served in the Program Year into transitional or permanent housing.
- Transitional Housing: must be able to document placement of a minimum of 50 percent of the households who completed the transitional housing program in the Program Year into permanent housing. "Household" is defined as all clients including single individuals and families.
- Rapid Re-housing: must show continued housing of clients receiving assistance for at least three months after receiving assistance. This should be done via case management of clients, documentation and HMIS entry and exit dates.
- Eviction Prevention: must show continued housing of clients receiving assistance for at least three months. This should be done via case management of clients, documentation and HMIS entry and exit dates.
- All clients, with the exception of victims of domestic violence, must be entered into the Regional HMIS within 15 days of receiving service(s), and must be exited from the system within 30 day of program completion or termination.
- MINIMUM STANDARDS: Sub-grantees are expected to have taken steps to meet the Minimum Standards for Homeless Programs within thirty days of executing the Program Year contract.

- **BUILDING AND HABITABILITY STANDARDS:** Any building for which HESG funding is used for renovation, major rehabilitation or conversion must meet local government safety and sanitation standards. In addition, the Sub-Grantee must meet a number of basic standards to ensure that shelter and housing facilities funded through the HESG program are safe, sanitary and adequately maintained.
- **MONITORING:** City staff will monitor the use of grant funds through a combination of a thorough review of all submitted reports, review of audit or financial statements, and monitoring and site visits.

The City will continue to develop and implement eligible activities using the grant funds and through the monitoring and review processes and techniques in order to comply with the federal specific requirements.

Homeless Assistance Division continues to fund all the activities prescribed in the HEARTH act. With the sub-recipients cooperation, the City's HESG will continue to provide substantial additional leverage funds to invest in the various programs in order to assist the homeless population toward the goal of reduction and ending homelessness. Also, HESG limits the cost categories for administration and planning to 7.5% or \$16,581 and 60% for street outreach and emergency shelter \$132,649; total \$149,230 for those cost categories. The City's 2020 action plan allows the maximum toward \$16,581 administration and planning, and a total of \$71,853 or 32.5% toward other activities such as homeless prevention and rapid re-housing support.

MID-YEAR REALLOCATION

CARES ACT EMERGENCY SOLUTIONS GRANT AND COMMUNITY DEVELOPMENT BLOCK GRANT



EMERGENCY SOLUTIONS GRANT



Emilio Ramirez, Director
Housing Department
City Council
April 19, 2022

Purpose of Mid-Year Reallocation

1. Funds are subject to timeliness requirements and spending deadlines, therefore evaluation of projects must be considered
2. CDBG Partners have an average of 12 months to complete activities
3. ESG-CV has until September 30, 2022 to expend all funds

Purpose of Mid-Year Reallocation

1. Council Action Required for Changes to Activities or Changes in Funding
2. Slow- or no-performing projects must be identified, as projects that are able to utilize funds to meet timeliness requirements and spending deadlines
3. Higher performing projects that can use funds have been identified and are located in Attachment 1 for review and consideration

Community Development Block Grant Reallocation

Prior Activity	Award Amount	New Activity	Proposed Amount	Reason for Reallocation
Thrive Mentorship	\$20,000	Cuesta Del Mar	\$20,000	Thrive Mentorship House unable to comply with documentation requirements.
Johnson Creek Playground	\$107,951	Housing Acquisition	\$107,951	Prior activities could not progress before June 30, 2022 deadline.
Sierra Linda Park Playground	\$171,751	Housing Acquisition	\$171,751	Prior activities could not progress before June 30, 2022 deadline.
Thompson Park Playground	\$221,251	Housing Acquisition	\$221,251	Prior activities could not progress before June 30, 2022 deadline.
Rehabilitation Loan Program	\$200,000	Housing Acquisition	\$200,000	Prior activities could not progress before June 30, 2022 deadline.
Total Reallocation CDBG:			\$720,953	

Emergency Solutions Grant Reallocation

EMERGENCY SOLUTIONS GRANT



Emergency Solutions Grant Reallocation

1. \$5,255,005 in ESG-CV was awarded to the City
2. Over \$1.2 million already expended to COVID-19 emergency shelter services
3. The approximate \$4 million balance is proposed to go to specific organizations and projects that prepare, prevent, and respond to impact related to COVID



ESG-CV – Budget Overview

ESG-CV Categories	Proposed Amount
Administration & Planning	\$51,090
Emergency Shelter	\$3,472,569
Street Outreach	\$263,484
Tenant Based Rental Assistance	\$200,000
Total Re-Allocation ESG-CV:	\$3,987,143

ESG-CV – Administration and Planning

Identified Activity	Proposed Amount
Homeless Assistance Coordinator	\$21,090
Homeless Assistant	\$30,000
Total Allocation ESG-CV:	\$51,090

Emergency shelter

Identified Activity	Proposed Amount
Mercy House	1,500,000
Mercy House PAL	\$700,020
Mercy House – Maintenance	\$20,000
Turning Point Foundation	\$52,549
Ventura County Health Services Agency – Emergency Shelter	\$548,411
Total Allocation ESG-CV:	\$2,820,980

Street Outreach

Identified Activity	Proposed Amount
Ventura County Health Services Agency – Outreach	\$120,000
The Salvation Army	\$143,484
Total Allocation ESG-CV:	\$263,484

Tenant Based Rental Assistance

Identified Activity	Proposed Amount
United Way – Forward Home	\$200,000
Total Allocation ESG-CV:	\$200,000

Unallocated

Identified Activity	Proposed Amount
Ventura County Health Services Agency – Emergency Shelter	\$651,589
Total Allocation ESG-CV:	\$651,589

Recommendation

Requests that the City Council:

1. Conduct a public hearing and receive public comments relating to the following documents to be submitted to the United States Department of Housing and Urban Development for the First Amendment to the 2021-2022 Annual Action and Funding Plan to close and reallocate slow- or no-spending activities within the Community Development Block Grant program to projects moving forward between now and the close of the fiscal year, and to further define activities within the Emergency Shelter Grant – CARES Act program with specific funding awards both described in Attachment 1;
2. Approve the updated changes in activities pertinent to this Mid-Year Reallocation as described in Attachment 1, and the 2021 Amendment to the Annual Action Plan, and the 2020 Amendment to the Annual Action Plan.

Recommendation

3. Authorize the City Manager and his designees, to execute the required applications, certifications, and other pertinent documents for the submission of the 2021 Annual Action Plan Amendment to the United States Department of Housing and Urban Development, and the Second Amendment to the 2020 Annual Action Plan relating to the Emergency Solutions Grant – CARES Act;
4. Authorize the City Manager and his designees, to execute the appropriate agreements with Community Development Block Grant and Emergency Shelter Grant-CV partners, consultants and contractors, and the ability to adjust any future funding of the Mid-Year activities not to exceed \$50,000, if the programs require more or less funding to meet their objectives;

Recommendation

5. Authorize the City Manager and his designees, to incorporate any recommended changes resulting from public input to the First Amendment of the 2021 Annual Action Plan, and the Second Amendment to the 2020 Annual Action Plan, as directed by the City Council, including amending any budget appropriations approved by the City Council; and
6. Authorize the Finance Department to make the necessary revenue and expenditure changes to the fiscal year 2022 budget reflecting the amended budgets for the Community Development Block Grant and the Emergency Shelter Grant-CARES Act reallocations described in the 2020 and 2021 Mid-Year budgets



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. M.1

DATE: April 19, 2022

TO: City Council

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

SUBJECT: First Amendment to Agreement A-8332 with Separation Processes, Inc. for the Groundwater Desalter Improvement Project PW 21-44. (0/5/5)

RECOMMENDATION

That the City Council approve and authorize the Mayor to:

1. Execute a First Amendment to Agreement A-8332 with Separation Processes, Inc. (SPI) in the amount of \$263,702 for a new not to exceed contract amount of \$1,063,656 for additional design work required for the Groundwater Desalter Improvement Project PW 21-44 (Project No. 216508) and
2. Approve a budget transfer in the amount of \$263,702 from the Water Metering Operations (601-6003) to the Existing Desalter Upgrades Water Capital Project No. 216508.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

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

BACKGROUND

On June 15, 2021, the City Council approved Agreement A-8332 with Separation Processes, Inc. (SPI), in the amount of \$799,954 for design services for the Desalter Improvement Project. The initial scope of work included:

- Replacing Train 1 reverse osmosis membranes at the plant
- Pipework modifications to allow for full saturation of membranes during non-operation
- Assessing, repairing, or replacing actuators and valves
- Plant modifications associated with heavy equipment access
- Reliability associated with available parts and equipment
- Studying the potential of brine minimization
- Brine minimization pilot study
- Providing design drawings and documentation for permanent brine minimization equipment

CIP Reference

Project No. 216508 - Groundwater Desalter Improvement Project - CIP 2021-2026 - Adopted May 18, 2021 – Page 180

DISCUSSION

As part of the original scope of work SPI developed a Preliminary Design Report (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 Water Division, Public Works Engineering, and SPI. Through the PDR process additional design parameters were identified as follows:

- Clean-in-place process is labor intensive, requiring multiple operators, and manual dosing of cleaning solution.
- Clean-in-place tank volume is not adequate to perform the process for more than one reverse osmosis membrane train at a time.
- A variable frequency drive that is part of the clean-in-place process is at the end of its useful life and required repair over the last 6-months.

Clean-in place is the process by which the reverse osmosis membranes are treated with a solution and flushed. This process prevents fouling, restores operational efficiency, and prolongs the useful life of the membranes. The current clean-in-place process is labor intensive, requires multiple water treatment operators, and manual mixing of the cleaning solution. SPI provided a proposal for the additional work required to deliver a fully integrated design that will allow for:

- Full automation of the clean-in-place process
- Replacement of aged equipment and tanks

The design and integration of a fully automated clean-in-place process will reduce the number of staff hours required to complete the process, allowing for the process to occur more frequently with less coordination. This process change will result in an overall improvement in system reliability and increase in operational efficiency.

The proposal was reviewed by the City Engineer, the Water 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-8332 with SPI shall not exceed \$263,702 with a new not to exceed contract amount of \$1,063,656 for professional design services. The Existing Desalter Upgrade Project No. 216508 has a current project budget balance of \$47,478 as of March 22, 2022. A budget transfer in the amount of \$263,702 is needed from available appropriations in the Water Meter Operations Repair Parts (account no. 601-6003-843.81-21) to the Existing Desalter Upgrade Water Capital Project 216508 to provide sufficient funds to execute this Amendment.

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 budget, which was previously approved by the City Council.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. First Amendment To SPI Agreement A-8332 w Exhibits
2. Oxnard GDIP.CIP System Upgrade Proposal
3. Separation Processes Inc. A-8332
4. Budget Appropriation SPI 216508
5. 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 19th day of April, 2022, by and between the City of Oxnard, a municipal corporation (“City”), and Separation Processes, Inc. (“Consultant”). This First Amendment amends the Agreement entered into on June 15, 2021, by City and Consultant.

City and Consultant agree as follows:

1. The Schedule of Services in Section 4 of the Cover Page of the Agreement is hereby amended to “See Schedule of Services Exhibit, which is attached hereto and incorporated herein.”
2. The date in Section 5 of the Cover Page of the Agreement is hereby amended to “December 31, 2024.”
3. The amount in Section 6 of the Cover Page of the Agreement is hereby amended to “\$1,063,656.00”
4. The following is attached hereto and incorporated herein by this reference into the Agreement: Schedule of Services Exhibit.
5. 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 April 19, 2022 Exhibit. The Scope of Services as of April 19, 2022 Exhibit is attached hereto and incorporated herein by this reference.
6. 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 April 19, 2022 Exhibit. The Rates and Costs as of April 19, 2022 Exhibit is attached hereto and incorporated herein by this reference.
7. 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 2202.05 as applicable. The form of such Iran Contracting Certificate is included with this Agreement and must be signed and dated under penalty of perjury.”
8. The following is attached hereto and incorporated herein by this reference into the Agreement: Iran Contracting Act Certification.

9. 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

SEPARATION PROCESSES, INC.

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

 James C. Vickers, P.E., CEO² Date

 Alex E. Wesner, P.E., Secretary Date

ATTEST:

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

APPROVED AS TO FORM:

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

¹The 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.

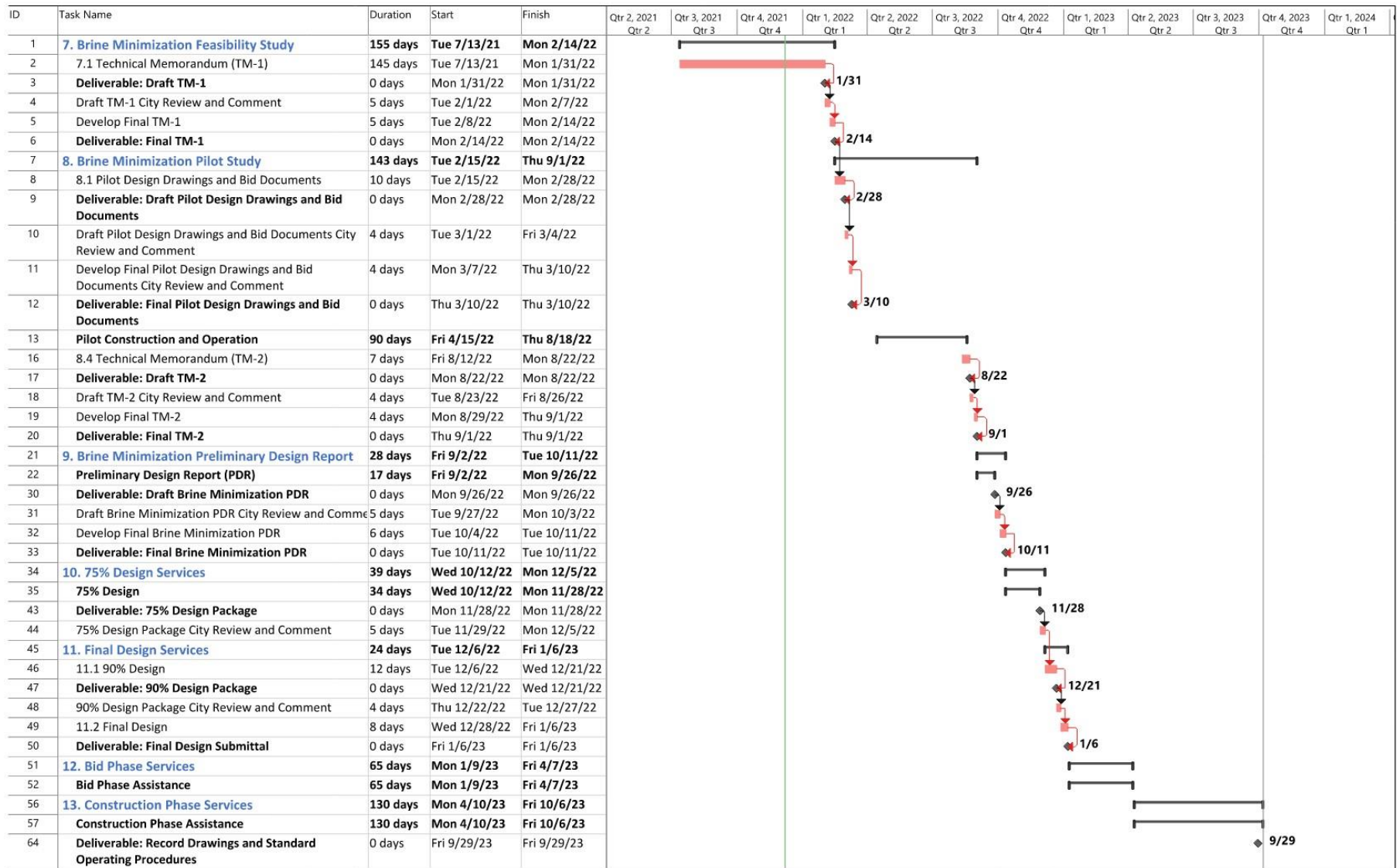
² The City requires the following for any contract:

- 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.

SCHEDULE OF SERVICES EXHIBIT

ID	Task Name	Duration	Start	Finish	Qtr 2, 2021 Qtr 2	Qtr 3, 2021 Qtr 3	Qtr 4, 2021 Qtr 4	Qtr 1, 2022 Qtr 1	Qtr 2, 2022 Qtr 2	Qtr 3, 2022 Qtr 3	Qtr 4, 2022 Qtr 4	Qtr 1, 2023 Qtr 1	Qtr 2, 2023 Qtr 2	Qtr 3, 2023 Qtr 3	Qtr 4, 2023 Qtr 4	Qtr 1, 2024 Qtr 1
1	2. Data Gathering, Site Visit, and Preliminary Design Report	157 days	Tue 7/13/21	Wed 2/16/22												
2	Preliminary Design Report (PDR)	64 days	Tue 7/13/21	Fri 10/8/21												
11	Deliverable: Draft PDR	0 days	Fri 10/8/21	Fri 10/8/21												
12	Draft PDR City Review and Comment	6 days	Mon 10/11/21	Mon 10/18/21												
13	Develop Updated Draft PDR (Including Replacement CIP System)	66 days	Tue 10/19/21	Tue 1/18/22												
14	Deliverable: Updated Draft PDR (Including Replacement CIP System)	0 days	Tue 1/18/22	Tue 1/18/22												
15	Updated Draft PDR City Review and Comment	6 days	Wed 1/19/22	Wed 1/26/22												
16	Develop Final PDR	15 days	Thu 1/27/22	Wed 2/16/22												
17	Deliverable: Final PDR	0 days	Wed 2/16/22	Wed 2/16/22												
18	3. 75% Design Services	32 days	Thu 2/17/22	Fri 4/1/22												
19	75% Design	27 days	Thu 2/17/22	Fri 3/25/22												
26	Deliverable: 75% Design Package	0 days	Fri 3/25/22	Fri 3/25/22												
27	75% Design Package City Review and Comment	5 days	Mon 3/28/22	Fri 4/1/22												
28	4. Final Design Services	24 days	Mon 4/4/22	Thu 5/5/22												
29	4.1 90% Design	12 days	Mon 4/4/22	Tue 4/19/22												
30	Deliverable: 90% Design Package	0 days	Tue 4/19/22	Tue 4/19/22												
31	90% Design Package City Review and Comment	4 days	Wed 4/20/22	Mon 4/25/22												
32	4.2 Final Design	8 days	Tue 4/26/22	Thu 5/5/22												
33	Deliverable: Final Design Submittal	0 days	Thu 5/5/22	Thu 5/5/22												
34	5. Bid Phase Services	65 days	Fri 5/6/22	Thu 8/4/22												
35	Bid Phase Assistance	65 days	Fri 5/6/22	Thu 8/4/22												
39	6. Construction Phase Services	65 days	Fri 8/5/22	Thu 11/3/22												
40	Construction Phase Assistance	65 days	Fri 8/5/22	Thu 11/3/22												
47	Deliverable: Record Drawings and Standard Operating Procedures	0 days	Thu 10/27/22	Thu 10/27/22												



SCOPE OF SERVICES AS OF APRIL 19, 2022 EXHIBIT

Consultant will perform additional design work that will allow for the demolition and replacement of the existing RO CIP and Neutralization system equipment, pipework and valves and replace it with new equipment, including automation of the system pumps and valves to allow automated and/or remote-manual cleanings. The scope of work is further defined as follows:

1. An update the plant upgrade preliminary design report to include the new proposed system equipment. The information will include a preliminary P&ID and mechanical layout for the proposed new system equipment. An updated cost estimate will be prepared as well.
2. Complete construction drawings, including demolition drawings for the existing equipment.
3. Construction specifications for the proposed equipment including control descriptions for the automated system.
4. Existing electrical and instrumentation system infrastructure will be expanded to accommodate the new system equipment, including additional automated valves.
5. It is assumed the existing CIP system may be taken out of service and construction of the new system completed without provision of temporary facilities.

RATES AND COSTS AS OF APRIL 19, 2022 EXHIBIT

		Rate (\$/Hr.)	SPI Hours										GHD Hours										SPI		GHD		Total Cost
			\$ 255	\$ 243	\$ 255	\$ 162	\$ 140	\$ 128	\$ 124	\$ 77	\$ 255	\$ 235	\$ 215	\$ 170	\$ 215	\$ 170	\$ 110	\$ 90	\$ 195	\$ 195							
Ph	Task	Description	PIC	QC	PM	PE2	E2	E1	CAD	Admin	QC	PE3	EE2	EE1	SE	CAD	Est.	Civil	Admin	SCADA	Total Hrs	ODC	ODC	Assoc Cost			
Phase 1	1	Program Management	0	0	18	9	0	0	16	10	24	8	0	8	0	0	2	8	8	111	\$ 400	\$ -	\$ -	\$ 22,780			
	2	30% Design/PDR	0	4	21	48	0	0	40	0	2	8	18	12	18	32	8	2	12	32	301	\$ 400	\$ -	\$ -	\$ 54,343		
	3	75% Design Services	0	9	33	51	0	0	124	6	2	8	16	30	16	40	8	4	8	40	467	\$ -	\$ -	\$ -	\$ 79,092		
	4	Final Design Services	0	9	42	89	0	0	116	6	2	8	8	16	10	24	8	0	4	20	408	\$ -	\$ -	\$ -	\$ 68,581		
	5	Bid Phase Services	0	0	0	0	0	0	0	0	4	12	2	6	8	0	0	2	4	4	50	\$ -	\$ -	\$ -	\$ 10,300		
	6	Const. Phase Services	0	0	20	44	0	0	12	0	2	8	12	0	16	0	0	0	8	8	150	\$ -	\$ -	\$ -	\$ 28,606		
	Phase 1 Sub Total		0	22	134	241	0	0	292	28	22	68	64	64	76	96	24	10	44	112	1487	\$ 800	\$ -	\$ -	\$ 263,702		

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 _____

December 7, 2021

Tim Beaman
Public Works Department, Engineering
6001 Perkins Road
Oxnard, CA 93033

Subject: CIP System Upgrade and Automation Project

Separation Processes, Inc. (SPI) in association with GHD is pleased to submit this Proposal for Professional Services for the City of Oxnard's Groundwater Desalter Improvement CIP System Automation and Upgrade Project. The work would be conducted as an amendment to our existing plant upgrade scope of services.

The proposed work is generally described as demolition and replacement of the existing RO CIP and Neutralization system equipment, pipework and valves and replace it with new equipment, including automation of the system pumps and valves to allow automated and/or remote-manual cleanings. The scope of work is further defined as follows:

1. An update the plant upgrade preliminary design report to include the new proposed system equipment. The information will include a preliminary P&ID and mechanical layout for the proposed new system equipment. An updated cost estimate will be prepared as well.
2. Complete construction drawings, including demolition drawings for the existing equipment.
3. Construction specifications for the proposed equipment including control descriptions for the automated system.
4. Existing electrical and instrumentation system infrastructure will be expanded to accommodate the new system equipment, including additional automated valves.
5. It is assumed the that existing CIP system may be taken out of service and construction of the new system completed without provision of temporary facilities.

With the expanded scope we have updated the project schedules (attached). We request that the current Agreement Ending Date be extended to 700 days as a consequence of this amendment.

The attached cost proposal includes all labor, transportation, administrative, overhead, and incidentals and all other items as listed in the scope of work. We have submitted the cost by task, to include the number of hours, level of team member performing the task and any direct costs. This is a time and materials, not-to-exceed cost to deliver the scope of work.

December 7, 2021
City of Oxnard
Subject: CIP System Upgrade and Automation Project
Page 2



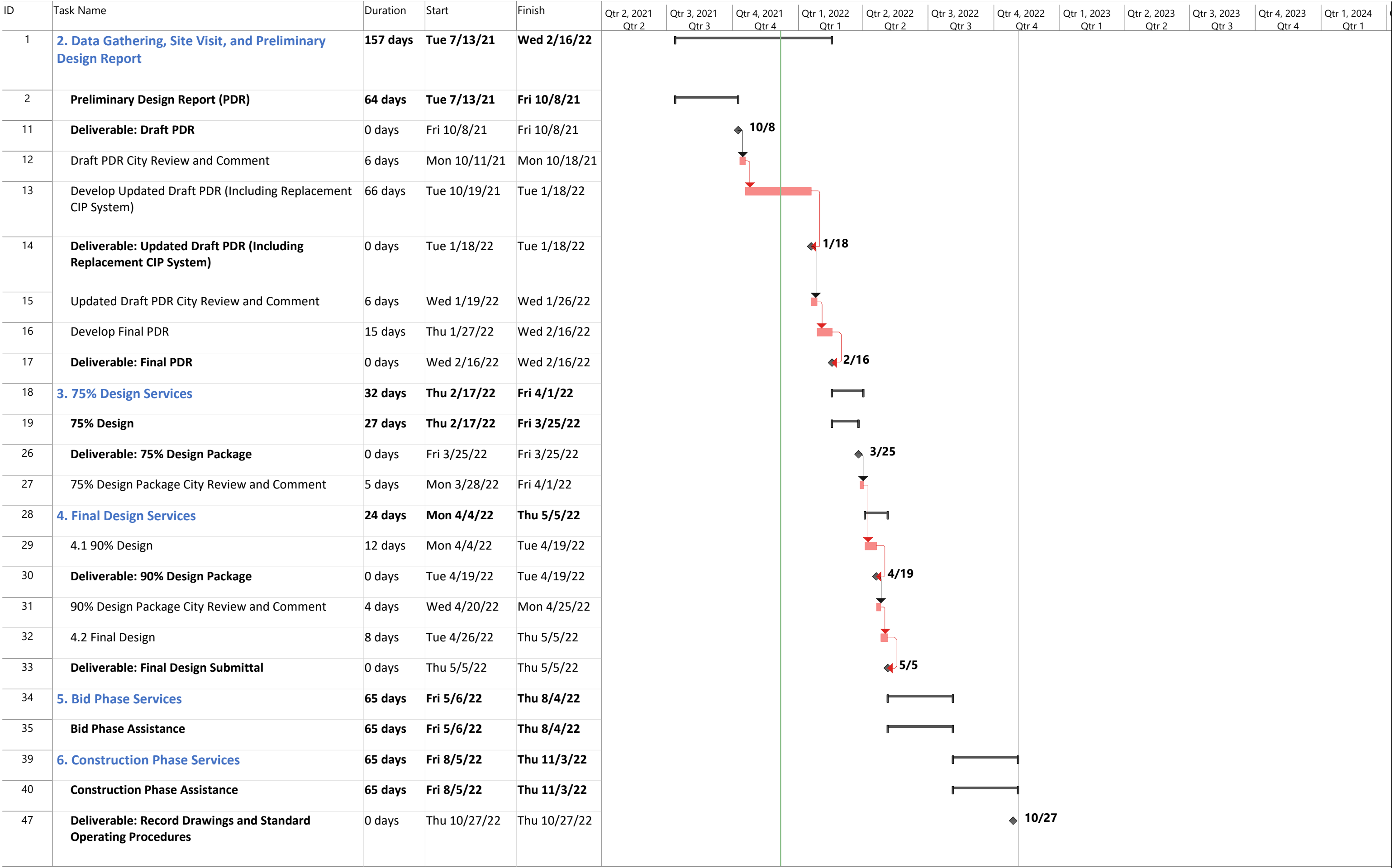
If you should have any questions, please do not hesitate to contact me.

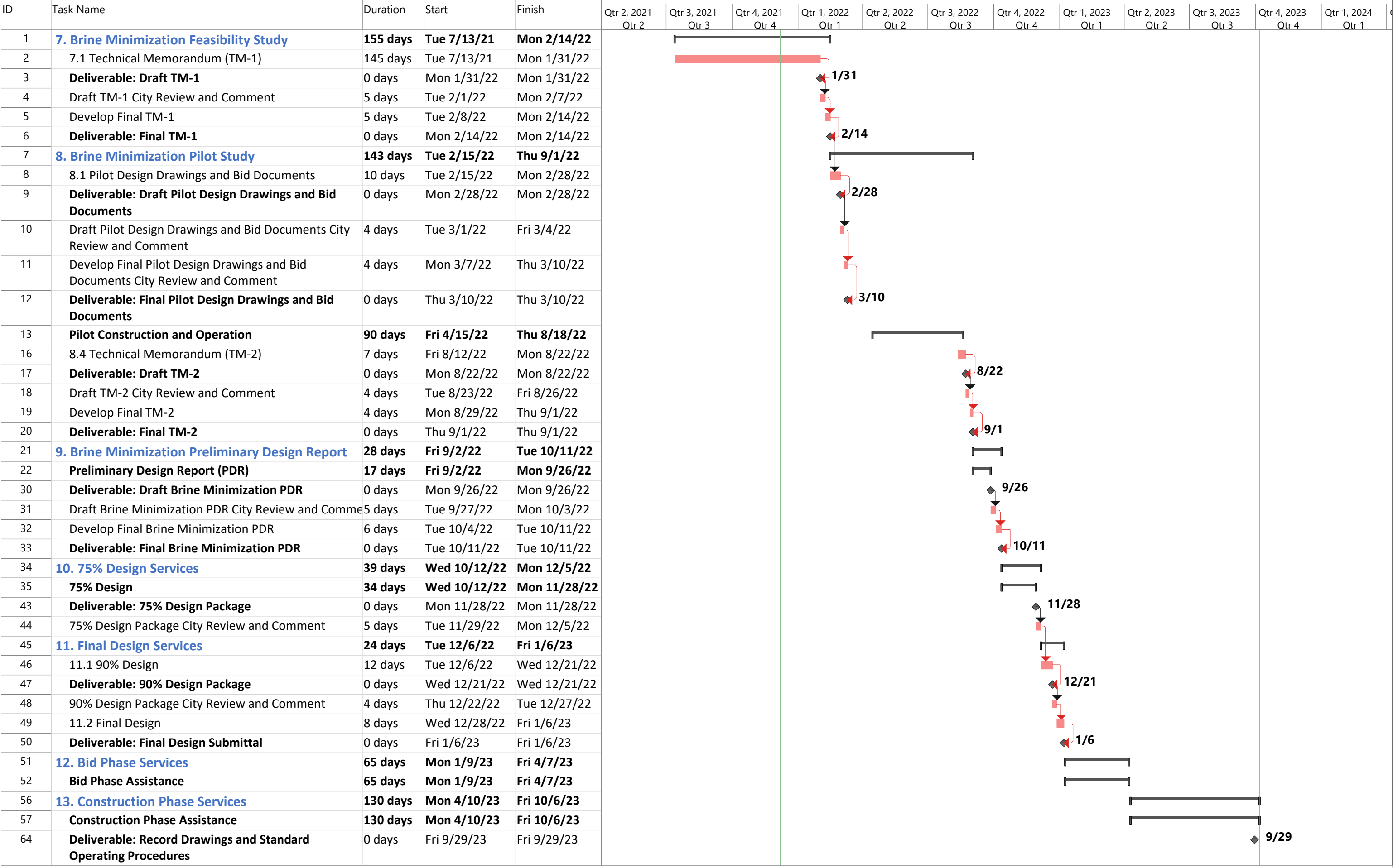
Sincerely,

A handwritten signature in blue ink, appearing to read "Alex E. Wesner", is positioned above the printed name.

Alex E Wesner, P.E.
Vice President

Attach





			SPI Hours									GHD Hours												SPI		GHD	
Rate (\$/Hr.)			\$ 255	\$ 243	\$ 255	\$ 162	\$ 140	\$ 128	\$ 124	\$ 77	\$ 255	\$ 235	\$ 215	\$ 170	\$ 215	\$ 170	\$ 110	\$ 90	\$ 195	\$ 195	Total Hrs	ODC	ODC	Assoc Cost	Total Cost		
Ph	Task	Description	PIC	QC	PM	PE2	E2	E1	CAD	Admin	QC	PE3	EE2	EE1	SE	CAD	Est.	Civil	Admin	SCADA							
Phase 1	1	Program Management	0	0	18	9	0	0	0	16	10	24	8	0	8	0	0	2	8	8	111	\$ 400	\$ -	\$ -	\$ 22,780		
	2	30% Design/PDR	0	4	21	48	0	0	40	0	2	8	18	12	18	32	8	2	12	32	301	\$ 400	\$ -	\$ -	\$ 54,343		
	3	75% Design Services	0	9	33	51	0	0	124	6	2	8	16	30	16	40	8	4	8	40	467	\$ -	\$ -	\$ -	\$ 79,092		
	4	Final Design Services	0	9	42	89	0	0	116	6	2	8	8	16	10	24	8	0	4	20	408	\$ -	\$ -	\$ -	\$ 68,581		
	5	Bid Phase Services	0	0	0	0	0	0	0	0	4	12	2	6	8	0	0	2	4	4	50	\$ -	\$ -	\$ -	\$ 10,300		
	6	Const. Phase Services	0	0	20	44	0	0	12	0	2	8	12	0	16	0	0	0	8	8	150	\$ -	\$ -	\$ -	\$ 28,606		
	Phase 1 Sub Total			0	22	134	241	0	0	292	28	22	68	64	64	76	96	24	10	44	112	1487	\$ 800	\$ -	\$ -	\$ 263,702	

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: 15 June 2021 (Date Signed by Mayor)
- (2) Consultant: Separation Processes, Inc.
- (3) Services: Prepare design drawings, specifications, and bid documents for improvements at the Water Division's Groundwater Desalter Plant.
- (4) Schedule of Services: The services must be completed within 555 calendar days of the Agreement Start Date listed above
- (5) Agreement Ending Date: 555 Calendar days from Agreement Start Date
- (6) Total Agreement Amount: \$799,954
- (7) City's Project Manager: Timothy Beaman
- (8) Consultant's Project Manager: Alex Wesner, P.E
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

Separation Processes, Inc.
3152 Lionshead Ave.
Carlsbad, CA 92010
Attn: Alex Wesner, P.E

FOR CITY:

305 West Third Street, East Wing, Second Floor
Oxnard, CA 93030
Attn: Timothy Beaman

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

awesner@spi-engineering.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 work product errors or omissions which may be disclosed during review of the Services.
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: PWinvoices@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 in accord with California Civil Code 2782.8, 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, including

reimbursement of reasonable 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 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 Indemnites 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.

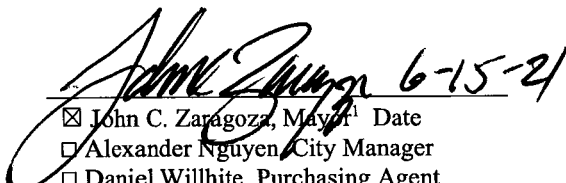
36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed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

 6-15-21
☒ John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Agent
☐ , Buyer

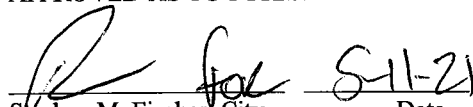
James C. Vickers P.E, President² _____ Date

Alex E. Wesner, P.E, Vice President _____ Date

ATTEST:

 6/15/21
 Rose Chaparro, City Clerk (only if Mayor signs) _____ Date

APPROVED AS TO FORM:

 6-11-21
 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.

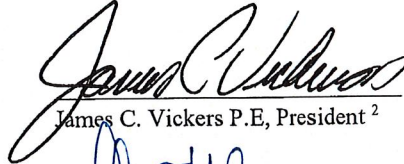
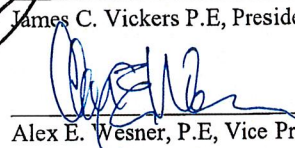
If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

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

Separation Processes, Inc.

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

 5/11/2021
 James C. Vickers P.E, President ² Date
 5/11/2021
 Alex E. Wesner, P.E, Vice President 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

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. 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 submitted with the proposal and 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. All communication through bid and construction phase services shall be conducted through the City and not directly with the bidders/contractor.
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 the project, which includes various components such as design criteria, process design, structural, mechanical, electrical, and instrumentation & 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, and condition assessments to further understand the existing conditions. In addition the Consultant shall interview Operation's Staff on how the Desalter Facility 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. Train No. 1 Membrane Replacement: The Consultant shall specify size, quantity, manufacturer, and model of the membranes, fittings, and seals to be replaced as part of the Project. Include manufacturer data sheets and justification for sole source acquisition as required.
2. Valves and Actuators: The Consultant shall develop a 30% design for the replacement of the existing Clean-In-Place (CIP), brine control, and reverse osmosis influent valves and actuators. The PDR shall include alternatives to the existing installation, considering material, make, and model. The design shall include valve lay-length and necessary pipework modifications.
3. Desalter Room Grating: The Consultant shall develop a 30% design for the replacement of the existing floor grates with H-20 traffic rated grates. The design shall include suitability with existing support system, availability, lead times, allowance for future pipework retrofitting, and methods for access & removal.
4. Cartridge Filter Air Vacuum Valve: The Consultant shall specify size, quantity, manufacturer, and model of the air vacuum valves to be replaced as part of the Project. Include manufacturer data sheets
5. Discharge Pipe Modification: The Consultant shall develop a 30% design for the discharge pipework. The design shall raise the hydraulic grade line above the height of the RO Trains and maintain discharge into the wastewater system.
6. 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.
7. Preliminary Construction Schedule: The Consultant shall include a preliminary construction schedule indicating the proposed sequence of work, durations, critical milestones, and critical path. The Consultant shall provide a proposed construction sequencing that will support an optimum construction schedule and limit the amount of downtime at the Desalter Facility.
8. Preliminary Construction Cost Estimate: The Consultant shall provide a preliminary construction cost estimate.

Deliverable

The PDR shall be organized in accordance with the above sections. 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: 75% Design Services

The Consultant shall create a design, equivalent to the 75% design level, incorporating the approved basis of design and recommendations presented in the PDR. The Consultant shall produce the following 75% 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
 - Equipment Removal Plans
 - Details
 - Protection Requirements
3. Structural
 - Grating Plan
 - Reinforcing Details (as required)
 - Material Specifications
 - Connection and Anchoring Details
4. Mechanical Design
 - Mechanical plans including coordination with structural, electrical, and instrumentation & controls
 - Valves and actuators
 - Equipment specifications
5. Specifications
 - Preliminary technical specification with draft text in all sections
6. Construction Cost Estimate
 - The Consultant shall prepare an estimate of probable construction cost for the 75% design package. The cost estimate shall be transmitted along with the 75% design package.

Deliverable

75% design package shall include three (3) hardcopies of 22' x 34" plans and specifications along with electronic versions.

Task 4: 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 75% 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
- 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 5: 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 6: 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 three (3) 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 8 submittals and a minimum of two (2) hours for the first review. The Consultant shall budget for 25% of all submittals 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.
5. Project Close-out: The Consultant shall assist in the development of Project punch lists and coordinate the delivery of all Project-related documentation.

Record Drawings and Standard Operating Procedures: 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. The standard operating procedures (SOP) developed as part of the preliminary design shall be revised and confirmed. The finalized SOPs shall be delivered to the City with the record drawings.

Task 7: Brine Minimization Feasibility Study

The Consultant shall review existing water quality data to determine if additional treatment will increase recovery and reduce the volume of brine. The Consultant shall develop a preliminary list of equipment including pumps, tanks (including size), and pipework to ensure an area exists to house the system. The study shall include a cost benefit analysis comparing the brine disposal savings and additional potable water production with costs associated with a pilot test, design, construction, operations, and maintenance. The analysis should include estimated payback of investment.

Deliverable

This portion of the project shall be submitted in the form of a technical memorandum (TM-1) to be reviewed and approved by the City prior to continuing with subsequent tasks.

Task 8: Brine Minimization Pilot Study

The Consultant shall develop design drawings and bid documents in order to procure and install the equipment required for a three (3) month pilot study. The design shall have all the necessary components to determine the feasibility of a full scale operation, minimize permanent changes to existing infrastructure, monitor water quality, and not interfere with the production of potable water.

The pilot study equipment shall have a single point of disconnection from the existing desalter plant. The Consultant shall work with Water Division Operators to ensure staff members are properly trained to operate the additional equipment required for the pilot study. The Consultant shall perform bi-weekly checkups to verify data is being collected and the system is operating as intended.

Deliverable

The Consultant shall document the results of the pilot study in a technical memorandum (TM-2). Water quality data, chemical consumption, and brine volume minimization results shall be integrated into the assumptions of TM-1 to verify feasibility. The cost benefit analysis from TM-1 shall be updated to include results from the pilot study.

Task 9: Brine Minimization Preliminary Design Report

The Consultant shall create a preliminary design report (PDR) equivalent to the 30% design level, for this phase of the project, which includes various components such as design criteria, process design, structural, mechanical, electrical, and instrumentation & control design, and construction cost estimates. The PDR shall include a summary of design assumptions and integrate TM-2. The Consultant shall review existing record drawings, reports, and water quality data to further understand the existing conditions. 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. Site Civil: The Consultant shall provide 30% design for the site civil work including equipment layout, pipework, trenching, and paving restoration.
2. Mechanical: The Consultant shall provide 30% design for mechanical elements of the project including pumps, pipework, dampeners, valves, and other appurtenances. Safety eye wash and shower stations shall be included in this section unless deemed redundant with existing installations.
3. Structural: The Consultant shall provide 30% design for the structural elements of the project including but not limited to chemical containment, filling stations, pipe support and conduit racks.
4. Instrumentation and Control Design: Consultant shall provide an instrumentation and control design based on the existing framework 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 standard operating procedures. The PDR shall include preliminary P&ID drawings.
5. 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.
6. 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. The Consultant shall provide a proposed construction sequencing that will support an optimum construction schedule and limit the amount of downtime at the Desalter Facility.
7. Preliminary Construction Cost Estimate: The Consultant shall provide a preliminary construction cost estimate.

Deliverable

The PDR shall be organized in accordance with the above sections. 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 10: 75% Design Services

The Consultant shall create a design, equivalent to the 75% design level, incorporating the approved basis of design and recommendations presented in the PDR. The Consultant shall produce the following 75% design deliverables:

1. Title Sheet
 - Vicinity and location maps with contacts
 - Table of Contents
 - Drawing index, general notes, symbols, abbreviations, and legends
 - Standard Details
 - Protection Requirements
2. Structural
 - Chemical Containment
 - Reinforcing Details (as required)
 - Full Section Cuts
 - Material Specifications and Coating
 - Connection and Anchoring Details
 - Pipe support details
3. Mechanical Design
 - Mechanical plans including coordination with structural, electrical, and instrumentation & controls
 - Equipment layout plans and specifications
 - Chemical storage
 - Pumps
 - Valves and actuators
 - Piping plans and elevations
 - Materials specifications
4. Electrical Design
 - Electrical equipment layout plans
 - Electrical single line diagram
 - Cable and conduit schedule

5. Process Design

- Chemical dosing plan
- P&ID drawings
- Chemical analyzer layout (as required for brine minimization)

6. Specifications

- Preliminary technical specification with draft text in all sections

7. Construction Cost Estimate

- The Consultant shall prepare an estimate of probable construction cost for the 75% design package. The cost estimate shall be transmitted along with the 75% design package.

Deliverable

75% design package shall include three (3) hardcopies of 22' x 34" plans and specifications along with electronic versions.

Task 11: 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 75% design review. At the end of the 90% design phase, drawings and specifications shall be complete. The following tasks are to be completed:

- Structural drawings and details
- Mechanical drawings and details
- Electrical drawings (equipment, instrumentation) and details
- Process drawings 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 12: 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. All communication shall be conducted through the City.
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 13: 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 six (6) 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 (10) submittals and a minimum of two (2) hours for the first review. The Consultant shall budget for 25% of all submittals 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. All communication shall be conducted through the City.
5. Project Close-out: The Consultant shall assist in the development of Project punch lists and coordinate the delivery of all Project-related documentation.

Record Drawings and Standard Operating Procedures: 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. The standard operating procedures (SOP) developed as part of the preliminary design shall be revised and confirmed. The finalized SOPs shall be delivered to the City with the record drawings.

RATES AND COSTS EXHIBIT

Ph	Task	Description	SPL Hours												GHD Hours												SPL	GHD	Total Hrs	Total Cost
			Rate (\$/Hr.)																											
			\$ 255	\$ 243	\$ 255	\$ 162	\$ 140	\$ 128	\$ 124	\$ 77	\$ 255	\$ 235	\$ 215	\$ 170	\$ 170	\$ 110	\$ 90	\$ 195	\$ 195											
PIC	QC	PM	PE2	E2	E1	CAD	Admin	QC	PE3	EE2	EE1	SE	CAD	Est	Admin	Civil	SCADA	ODC	ODC											
Phase 1	1	Program Management	4	12	59	120	0	0	0	82	0	63	2	0	0	40	0	0	361	\$ 5,092	\$ 1,854	\$ 72,117								
	2	30% Design/PDR	0	6	77	107	0	0	16	0	12	28	12	32	0	8	8	350	\$ 220	\$ 1,867	\$ 61,332									
	3	75% Design Services	2	9	26	142	0	0	0	0	12	24	20	0	0	8	20	338	\$ 300	\$ 1,199	\$ 60,188									
	4	Final Design Services	5	34	22	88	0	0	180	8	0	16	8	20	16	32	0	8	445	\$ 800	\$ 702	\$ 72,301								
	5	Bid Phase Services	0	2	6	34	0	0	12	0	0	0	12	4	0	0	0	2	72	\$ 220	\$ 692	\$ 13,574								
	6	Const. Phase Services	2	4	8	75	0	20	82	2	0	6	0	24	12	0	0	14	249	\$ 1,638	\$ 364	\$ 41,776								
Phase 1 Sub Total			9	55	89	446	0	20	417	12	16	0	46	32	108	64	24	52	1454	\$ 3,178	\$ 4,824	\$ 249,171								
Phase 2	7	Feasibility Study	2	8	10	18	26	36	16	0	12	8	0	0	0	0	0	0	136	\$ -	\$ 130	\$ 23,222								
	8	Pilot Study *	4	12	16	39	75	113	40	0	6	4	0	0	0	0	0	309	\$ -	\$ 65	\$ 46,793									
	9	30% Design/PDR	4	12	14	115	0	0	132	0	0	24	60	24	20	40	0	24	489	\$ 220	\$ 3,103	\$ 82,727								
	10	75% Design Services	7	28	31	245	0	0	341	2	8	0	50	120	24	40	20	40	996	\$ 200	\$ 2,223	\$ 163,995								
	11	Final Design Services	13	34	22	109	0	0	176	4	4	0	24	50	12	16	10	16	502	\$ 650	\$ 936	\$ 85,103								
	12	Bid Phase Services	0	2	6	34	0	0	12	0	0	4	2	0	0	0	0	0	72	\$ 423	\$ 117	\$ 13,152								
	13	Const. Phase Services	2	8	21	97	0	40	82	2	8	12	20	12	16	12	0	12	356	\$ 1,638	\$ 1,711	\$ 63,674								
Phase 2 Sub Total			32	104	120	657	101	189	799	8	38	24	126	246	80	90	70	92	2860	\$ 3,131	\$ 8,285	\$ 478,666								
Total			45	171	268	1223	101	209	1216	60	71	69	184	278	200	154	116	136	4675	\$ 11,401	\$ 14,963	\$ 799,954								

*includes pilot protocol

*includes pilot protocol

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.

Agreement No. A-8332

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.

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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/ \$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 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		

INS-A.doc

Agreement No. A-8332

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER Telephone: _____ NAMED INSURED TYPE OF INSURANCE GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits ☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ 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 _____		
☐ 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: _____	

Agreement No. A-8332

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		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) _____		
NAMED INSURED 	APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS 		
TYPE OF INSURANCE ☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER		OTHER PROVISIONS 	
LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage.		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: 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 _____	

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works/Engineering
Project/Program
Manager: Tim Beaman

DS TB TA

Date: March 22, 2022
Phone: (805)385-8141

Reason for Appropriation:

Budget appropriation to fund the First Amendment to Agreement A-8332 with Separation Processes, Inc. for the Groundwater Desalter Plant (Project No. 216508).

Accounts and Descriptions AMOUNT

Fund: 601 WATER OPERATING FUND

Expenditures/Transfers Out

PROJECT 216508 EXISTING DESALTER UPGRDS

601-6551-821.82-09	SVCS - OTHER PROFESSIONAL	263,702
601-6003-843.81-21	OPERATING SUPPLIES - REPAIR PARTS	(263,702)
Sub-total Expenditures		0

Net Change to Fund Balance	0
Net Appropriation Change	0

Approvals

Department Director
Chief Financial Officer
City Manager

GROUNDWATER DESALTER IMPROVEMENT PROJECT PRESENTATION TO CITY COUNCIL

AGREEMENT: A-8332
PW 21-44
CIP SHEET 180

Tatiana Arnaout, PE, City Engineer

April 19, 2022

That the City Council approve and authorize the Mayor to:

1. Execute a First Amendment to Agreement A-8332 with Separation Processes, Inc. (SPI) in the amount of \$263,702 for a new not to exceed contract amount of \$1,063,656 for additional design work required for the Groundwater Desalter Improvement Project PW 21-44 (Project No. 216508) and
2. Approve a budget appropriation transfer in the amount of \$263,702 from the Water Operations Fund to the Water Capital Project No. 216508.

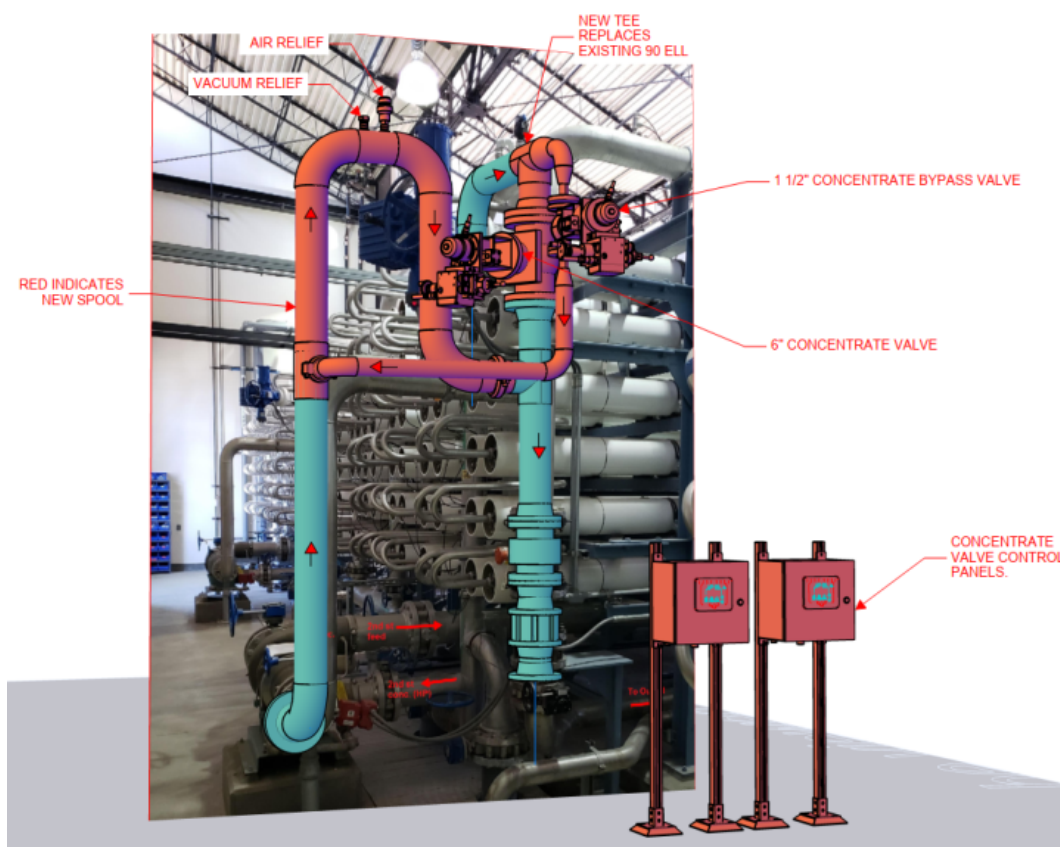


- The original scope of work for the design phase included solutions to operational issues including:
 - Submerging the RO membranes
 - Hydraulic restrictions
 - Valves and actuators
 - Air release valves
 - Traffic rated grating
- Meetings were held with operators as part of development of the Preliminary Design Report, during which shortfalls within the RO membrane clean-in-place process were identified.

- Automation of clean-in-place process
- Replacement of aged equipment and tanks
- Increased solution & neutralization tank capacity
- SCADA and integration



By adding the above scope of work to the Groundwater Desalter Improvement Project we are proactively addressing operational issues and prioritizing the replacement of equipment that has reached the end of it's useful life.



AGREEMENT A-8243	
Agreement A-8332	\$799,954
Amendment No. 1	\$263,702
Total Project Cost:	\$1,063,656

- The Groundwater Desalter Improvement Project No. 216508 has a current project budget balance of \$47,478 as of March 22, 2022
- A budget appropriation transfer in the amount of \$263,702 from available appropriations in the Water Operations Fund to the Water Capital Fund in Project No. 216508 is needed to provide sufficient funds to execute this Amendment



QUESTIONS



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. M.2

DATE: April 19, 2022

TO: City Council

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

SUBJECT: Agreement A-8456 with ELS Architecture and Urban Design for South Oxnard Aquatic Center Professional Design Services. (0/15/15)

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute Agreement A-8456 with ELS Architecture and Urban Design, in an amount of \$3,900,057 for professional design services for the South Oxnard Aquatic Center Improvement Project (Project No. 225502).

(This item did not originate in Committee as this is a capital improvement project specifically listed in the Capital Improvement Program budget, which was previously approved by the City Council.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/Sm357l99-FQ>

BACKGROUND

In July 2021, the City, with the assistance of State Senator Monique Limón, was awarded \$5,000,000 from the State of California (State) to design and construct the South Oxnard Aquatic Center in the current vacant City-owned property adjacent to College Park. The grant funds will allow the City to conduct community outreach and the architectural/engineering design of the aquatic center.

Following the grant award, the City sought a consultant team to provide architecture and engineering design services for the South Oxnard Aquatic Center Improvement Project (Project No. 225502). The project scope involves public outreach and participatory community design, cost analysis, architectural and engineering design, and preparation of plans and specifications for the proposed improvements.

The proposed Aquatics Center will service the City's youth, adults, and seniors and provide for expansion of recreation, water fitness, and competitive aquatics opportunities. The Aquatic Center will equip the residents of Oxnard, a coastal community, with water safety knowledge and provide a family-friendly environment for the residents of Oxnard.

The overarching goal is to design and construct a community-based aquatics center that provides a variety of features which meets the needs of residents of all ages. At this time the detailed programming has not been established and the design consultant will assist the City in honing in on the programming through community, stakeholder, and City staff engagement as well as factoring in cost of construction and subsequent operation and maintenance.

Capital Improvement Project (CIP) Reference:

Project No. **225502** – Oxnard Aquatic Center - CIP 2021-2026 - Adopted May 18, 2021 – Page 51.

DISCUSSION

The notice inviting request for proposals (RFP) from qualified consultants for architecture and engineering design services for the project was published on November 5, 2021, and all proposals were due on December 15, 2021. The specific work for this contract includes Community Outreach, Architecture and Engineering Design Services, Development of an Operations & Maintenance Manual and Construction Coordination services to ensure that the construction being performed is in conformance with the contract specifications. The selected consultant team is to work closely with the City's Project Manager and staff to successfully complete the project and protect the interest of the City.

The City received a total of seven proposals which included ELS Architecture and Urban Design (ELS), Barker Rinker Seacat Architecture, IBI Group, Little Diversified Architectural Consulting, Inc., LPA, Inc., RJM Design Group, and Roesling Nakamura Terada Architects, Inc. Staff scored all seven proposals using a standardized scoring sheet pursuant to the Oxnard Municipal Code. The top three highest scored firms were then interviewed on January 19, 2022 for final selection.

City staff consisting of the Assistant Cultural & Community Services Director, City Engineer, and Supervising Civil Engineer evaluated qualifications for all consultants. In addition to the aforementioned staff, the Assistant City Manager, Public Works Director, and Cultural & Community Services Director participated in the interview of the top three firms. The selection group ultimately recommended ELS as the most qualified firm to satisfactorily provide architecture and engineering design services for the project. Following this determination, staff reviewed all documentation received from ELS and verified and approved possession of the required currently valid certificate of insurance. Based upon the available information and research performed to date, staff believes that the consultant is capable of satisfactorily completing the project. Thus, staff recommends that the contract for this scope be awarded to ELS. This is a major step forward in achieving one of the City Council's 5-Year Priorities, Build an Aquatics Center in South Oxnard.

The community engagement phase will commence as soon as the contract is executed and the project kick-off meeting is completed. The outreach phase is anticipated to take approximately three (3) months and will consist of three (3) community workshops each of which will progressively gather input from the community based on an initial conceptual design effort and continue until a preferred, consensus concept is developed. Following the community engagement and final selection of programming for the Aquatic Center, the design team will take approximately ten (10) months to complete the plans, specifications and estimates for this project.

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, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

The total cost for this agreement with ELS shall not exceed \$3,900,057. There is sufficient funding available from an existing appropriation of \$5.0 million in State grant funds (Fund #219-5595) in the South Oxnard Aquatic Center Improvement Project (Project No. 225502) 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 Capital Improvement Program budget, which was previously approved by the City Council.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. A-8456 ELS PW 22-55_S Oxnard Aquatic Center
2. Presentation

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- | | | |
|------|---|---|
| (1) | Agreement Start Date: | April 25, 2022 |
| (2) | Consultant: | ELS |
| (3) | Services: | Professional Architecture and Engineering Services for the South Oxnard Aquatic Center Improvement Project, Specification No. PW 22-55. |
| (4) | Schedule of Services: | The services must be completed within four (4) years of the Agreement Start Date stated above. |
| (5) | Agreement Ending Date: | April 24, 2026 |
| (6) | Total Agreement Amount: | shall not exceed three million, nine hundred thousand, and fifty-seven dollars (\$3,900,057.00) during the Agreement Term. |
| (7) | City's Project Manager: | Tatiana Arnaout, P.E., City Engineer |
| (8) | Consultant's Project Manager: | Clarence Mamuyac, Jr., FAIA, LEED APBD+C, NCARB
President and CEO/Project Principal |
| (9) | Insurance Coverage: | INS-A |
| (10) | Addresses for Notice: | |
| | <i>FOR CONSULTANT:</i> | <i>FOR CITY:</i> |
| | ELS Architecture and Urban Design
2040 Addison Street
Berkeley, CA 94704
Attn: Clarence Mamuyac | City of Oxnard Public Works Engineering
305 West Third Street, 2nd Floor East
Oxnard, CA 93030
Attn: Tatiana Arnaout, P.E., City Engineer |
| (11) | Contact Emails: | |
| | <i>CONSULTANT'S PROJECT
MANAGER:</i> | <i>CITY'S PROJECT MANAGER:</i> |
| | cmamuyac@elsarch.com | tatiana.arnaout@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)
- ☒ Iran Contracting Act Certification Form (signature required)

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 members of the same profession currently practicing under similar circumstances at the same time and in the same or similar ("Standard of Care"). The Consultant makes no other representations or warranties, whether expressed or implied, with respect to the Services rendered hereunder.
3. Correction of Errors. Consultant shall correct, at its expense, all negligent 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.
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 Consultant 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 reasonably 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 reasonable 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, (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 negligent 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. In the event that it is finally adjudicated that an Indemnittee was at fault or shared a proportion of fault, Indemnatee shall reimburse Consultant for the reasonable costs of defense (including attorney fees) in proportion to Indemnatee's proportionate share of fault. The Parties also acknowledge that this Agreement is subject to California Civil Code 2782.8 as amended and effective January 1, 2018.

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 negligent performance of this Agreement, or the negligent 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. In the event that it is finally adjudicated that an Indemnittee was at fault or shared a proportion of fault, Indemnatee shall reimburse Consultant for the reasonable costs of defense

(including attorney fees) in proportion to Indemnatee's proportionate share of fault. The Parties also acknowledge that this Agreement is subject to California Civil Code 2782.8 as amended and effective January 1, 2018.

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"), excluding any standard designs, details, specifications and other intellectual property to which Consultant held the copyright prior to performing services for this Project, shall be the City's property without restriction or limitation upon its use, duplication or dissemination upon payment of all undisputed invoices due and owing to Consultant. 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 confirms 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 to the extent 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, agrees and confirms 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 materially limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the generally accepted 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 exercise usual and customary professional care in its efforts to comply with all applicable laws, ordinances and regulations in a manner consistent with the Standard of Care. It is understood, however, that various laws, ordinances, and regulations are subject to varying and sometimes contradictory interpretation. Consultant shall exercise its professional skill and care consistent with the generally accepted Standard of Care to provide Services that comply with such laws, ordinances, and regulations. Consultant cannot warranty that all documents issued by it shall comply with said 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 reasonable control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, widespread infectious disease outbreaks (including pandemics and epidemics, fire, earthquakes, or other disasters, government ordered industry shutdowns, power or server outages, acts of nature, failure of any governmental or other regulatory authority to act in a timely manner, failure of the City to furnish timely information or approve or disapprove of the Consultant's services or work product, or delays caused by performance by the City or by contractors of any level.

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

ELS

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

 Clarence Mamuyac, President² Date

 Gerald Navarro, Secretary, 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 Work includes the outreach, design, specifications, and bid documents as well as an Operations & Maintenance Manual for the South Oxnard Aquatic Center Improvement Project (Project).

Task 1: Program Management

1. Project Management. Consultant shall coordinate all efforts of the Project Team including representatives from various City of Oxnard (City) departments. 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 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 meetings, exclusive of the Community Outreach meetings outlined in Task 3. 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 a 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 community engagement, schematic design, design development, final plans specifications, and estimates (PS&E), bid/award support services, and construction phase support services. Project schedule shall be submitted with the proposal and 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 Investigations

The Consultant shall review and assess existing data and reports relative to the project and conduct all necessary site visits, investigations and analyses required to identify and mitigate project issues that could impact or be impacted by the project including:

- The City's Parks and Recreation Master Plan
- College Park Master Plan
- Memorandum of Understanding between the City, the County of Ventura Department of Parks, and the California State Department of Parks and Recreation
- College Park Quitclaim Deed by and between the City and Ventura County
- Regulatory/ code and permitting requirements
- CEQA compliance
- Geotechnical investigation, including soil analysis as needed
- Survey, mapping and utility investigation

Task 3: Community Engagement

The Cultural and Community Services Department (CCS) is leading an education and community outreach effort to gather initial input on the Aquatic Center amenities. The community engagement CCS is leading will target youth, seniors, and stakeholder groups. The Consultant will develop concept plans based on the input the community input CCS receives.

The consultant should develop a plan that uses proven methods to gain community feedback on the design concepts. Particular attention should be given to proposing successful community outreach and facilitation methods unique to multicultural communities, and in multiple languages. Public engagement should include a social media presence or any other methods deemed valuable by the consultant and City. The outreach plan will include community workshops and presentations to City Council and City organizations. Consultant will perform all necessary work to conduct community presentations and engagement including but not limited to:

1. Kick-Off Meeting:
 - At a location and time determined by the City, Consultant shall host a Kick-Off Meeting where Consultant shall (1) review project parameters and discuss education outreach efforts delivered by CCS (2) identify materials needed for the various meetings outlined below; and (3) visit the site location

- Prepare all community meeting notices and presentation materials
- 2. Initial Internal Review Meeting:
 - Consultant shall attend and lead an Internal Review Meeting where Consultant shall provide 3 alternative site plans reflecting the community input provided to the Consultant by CCS, and discuss and collect feedback from City staff
- 3. Initial Community Meeting:
 - At a location and time determined by the City, Consultant shall host a Community Meeting to present alternative site plans (as selected by City) and receive feedback.
- 4. Progress Internal Review Meeting:
 - At the request of the City, Consultant shall present an update on the alternative site plans and feedback received at previous meetings
- 5. Progress Commission Review Meeting/Presentation:
 - Conduct a presentation of the selected site plan to the Parks, Recreation and Community Services Commission meeting.
- 6. Final Review Meeting/Presentation:
 - Conduct a presentation at Bid Award to the Public Works & Transportation Committee as well as City Council meetings.

Task 4: 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. Ventura County Air Pollution Control District.
2. Ventura County Environmental Health Department.
3. City of Oxnard Community Development Department.
 - 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.
 - i. 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.
 - ii. The Consultant shall be responsible for all CEQA documentation, and shall incorporate any mitigation required by an environmental determination into the facility design.
 - iii. The Consultant shall be responsible for presenting at the Planning Commission and preparing presentation materials as necessary.
4. All permits deemed to be the responsibility of the City shall be obtained by the Consultant on the City's behalf. The Consultant shall prepare and submit all plans and supporting documentation

necessary to obtain permit approvals for all required permits. The City will provide payment for all permit fees.

Task 5: Schematic Design

This phase of work will generate a refined site design for the project through an iterative process. With the information gathered during the data collection and community engagement process, create a design for the project, including, but not limited to:

1. Prepare design study alternatives for areas
2. Refine the concept to a final Schematic Design
 - Assume three (3) iterations total to get to final Schematic Design. One after each review meeting outlined in Task 3.
3. Preparation of Plans, Specifications and Details and Plant Materials List
4. Coordination with the City's Project Team for design development, review, and discussion (creative design workshops at schematic design phase with Project Team; at kickoff and 70% design)
5. Coordination with City staff stakeholders as needed for design development, review, and discussion
6. Amenity and building locations with architectural renderings
7. Planting locations and plant palettes for native and drought resistant landscaping
8. Identify irrigation needs, feasibility, and resources available
9. Lighting design fixture selection and location
10. Identify locations and feasibility of integration of stormwater infiltration/permeable pavement
11. Cost estimating

Deliverable

Schematic design package shall include three (3) hardcopies of schematic plans, renderings, and palettes along with electronic versions.

Task 6: Design Development

Upon Project Team approval and acceptance of the Schematic Design and cost, Consultant will commence with Design Development. This phase of work shall refine the design and identify all key construction systems, materials, and critical coordination issues. The Design Team will refine the selected Schematic Design and identify all key construction systems, materials, and critical coordination issues while initiating the PS&E process.

Tasks will include:

1. Develop the design to describe the character and construction method for all of the key construction and landscape elements
2. Detailed documentation of all elements within the scope of work, including full specifications. Upon City's approval of design development drawings and cost, Consultant will fully document all aspects of the design, including all relevant sections of technical specifications
3. Select key materials for site elements
4. Preparation of plans, specifications, details and outline specifications
5. Coordination of landscape design with civil engineering/ grading design and documentation

6. Coordination with the City's Project Team for design review and discussion
7. Cost estimating
8. Coordination of documents with specialist subcontractors, for example, for the Olympic swimming pool details, instrumentation drawings for mechanical pool equipment, etc.
9. Prepare drawings and data in AutoCAD and pdf formats and provide such drawings and data to Project Manager
10. Perspectives, sketches, and renderings as necessary to indicate the architectural and landscaping character of the project and its relationship to the pedestrian level shall be discussed with the Project Team, and provided to the Project Manager
11. Samples of proposed vegetation and related elements shall be discussed with the Project Team and provided to the Project Manager
12. 100% Design Development Plans (70% Construction Documents)
13. 100% Design Development Details
14. 100% Design Development Outline Specifications
15. 100% Design Development Cost Estimate
16. Meetings with Project Team
17. Coordinate CEQA Compliance Documentation

Deliverable

Design development package shall include three (3) hardcopies of 22' x 34" plans and specifications along with electronic versions.

Task 7: Final PS&E

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 design development 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
 - Architectural drawings and details
 - Landscape architectural drawings and details
 - Civil drawings and details (grading and public improvements)
 - Structural drawings and details
 - Mechanical drawings and details
 - Electrical drawings (equipment, instrumentation) and details
 - Instrumentation and control drawings
 - Complete Specifications
 - Construction cost estimate
 - Incorporation of all plan check comments from permitting authorities into the Final Design Submittal.

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 be considered the bid set. Tasks include:
 - Production of final architectural and engineering drawings
 - Production of final architectural and 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 engineer and professional architect 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 an 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 8: Operation & Maintenance Plan

The Consultant shall establish operation and maintenance (O&M) standards:

1. Research and develop a manual of O&M requirements for this facility, including maintenance tasks, frequencies, and recommended facility closures to allow for O&M.
2. Specify any maintenance items, the frequency of the maintenance activity and describe any specialized equipment necessary to complete the maintenance activity. The contractor shall utilize published reference materials (e.g., Ventura County Stormwater Technical Guidance Manual) related to O&M and engage the team as needed. The recommended maintenance standards should be consistent with any existing standards for the same practice.
3. Identify and describe any operational tasks for the facility that are either required for effective performance of the project or recommended. These operational tasks are in addition to routine maintenance tasks that may be needed for the effective operation of the project.
4. The draft manual should include the approximate cost of O&M and how that relates to the design life of a project.
5. The final manual should incorporate the comments and feedback from the City's team prior to final delivery. This shall include updates to the approximate cost of O&M.

Deliverable

The draft O&M manual shall be electronic only and shall be submitted along with Task 5 - Schematic Design. The final O&M manual shall include three (3) hardcopies along with electronic versions and shall be submitted along with Task 7 - Final PS&E.

Task 9: 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 10: Construction Phase Services

Architectural and engineering services during construction 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 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 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.

Task 11: As Needed Support Work

1. As needed support related outreach, design, specification, bid document development, and Operations & Maintenance Manual development for the South Oxnard Aquatic Center Improvement Project.
2. All As-Needed Support Work must be preauthorized in writing by the City Engineer.
 - 1.

RATES AND COSTS EXHIBIT**ELS****PROFESSIONAL DESIGN FEES**

Standard Architectural and Engineering (A/E) Fees	\$3,093,506
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(Includes increases due to site work definition and revised
Assumed Direct Construction cost of \$32,500,000)

Non-Standard A/E fees	\$ 186,551
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Rincon:	CEQA
Earth Systems:	Geotechnical Engineering
ECG:	Land Surveyor

Reimbursable Expenses Budget	\$ 270,000
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TOTAL BASIC SERVICES LUMP SUM AMOUNT	\$3,550,057
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Please see attached Fee Matrix for a breakdown of our fees by phase, discipline, and staff.

REIMBURSABLE EXPENSES

1. Reimbursable expenses shall be billed at cost times 1.1 and shall include actual expenditures made in the interest of the project, in the following categories:
2. Outside consultants beyond those listed in the attached matrix
3. Expense of transportation and living expenses in connection with out-of-town travel, as authorized by the Client
4. Reproduction and photography
5. Postage, shipping, and delivery
6. Fees paid for securing approval of authorities having jurisdiction over the project
7. Professional renderings and models as requested by the Client
8. Attendance at Workshops/Meetings/Construction Site Visits as described below.

We have established \$270,000 as a budget for reimbursable expenses. This budget is included within our Basic Services Lump Sum Fee previously stated and is 7.25% of our total A/E Fees (Standard and Non-Standard). We understand that if the reimbursables budget needs increasing, upon mutual agreement by the City and ELS, the increase will occur via an Additional Services Request. This is especially important to note with respect to services provided by non-standard A/E consultants for land surveying, geotechnical engineering and CEQA. Proposals from each of these consultants are attached and are a part of this ELS Fee Proposal.

ESTIMATED REIMBURSABLE COSTS FOR WORKSHOPS, MEETINGS AND SITE VISITS

(Web-based meetings such as ZOOM or Google Meet, are included in our Standard Basic Services Fee, and may be in lieu of some of the in-person meetings listed below)

RATES AND COSTS EXHIBIT **ELS (Continued)**

Following is the total estimated cost of in-person attendance at workshops, meetings, and site visit events. These costs will be invoiced against the Reimbursable Expenses Budget as expenses are incurred.

ELS Employee Event Attendance Rate	Hourly Rate	Half Day Meeting 4 hours	Full Day Meeting 8 hours
Clarence Mamuyac – Project Principal	\$300	\$1,200	\$2,400
William Gordon – Project Manager	\$180	\$ 720	\$1,440
Christopher Jung – Project Design	\$170	\$ 680	\$1,360
Dana Vollmer Grant – Programmer	\$150	\$ 600	\$1,200
Tracy Chan – Designer	\$150	\$ 600	\$1,200
Emilio Ponce – Designer	\$125	\$ 500	\$1,000
Antonia Bowman – Construction	\$150	\$ 600	\$1,200

Travel Expenses

• 122 Miles Round Trip @ =	\$ 72.00/Trip
58.5 cents/mile/vehicle	
Downtown LA to Oxnard	
• Meal Allowance per person/day	\$ 20.00/Trip
• Misc: Parking/Tolls/FastTrak/vehicle	\$ 10.00/Trip
Total Expenses for a single trip from LA to Oxnard/ELS employee	\$102.00/Trip

Typical Trip Cost: ELS Employee (Half or Full Day Rate) + Mileage + Meal Allowance + Misc.
Example: William Gordon (Half Day Trip) - \$720 + \$102 = \$822.00

RATES AND COSTS EXHIBIT ELS (Continued)

Anticipated In-Person Meetings in Oxnard

Work Phase	FTE					Number of In-Person Events
Community Engagement and Concept Design Workshops	8 FTE					03 Workshops
CM @ \$2,400	+	\$822	=	\$3,222		
WG @ \$1,440	+	\$102	=	\$1,542		
CJ @ \$1,360	+	\$822	=	\$2,182		
DVG @ \$1,200	+	\$102	=	\$1,302		
TC @ \$1,200	+	\$822	=	\$2,022		
EP @ \$1,000	+	\$102	=	\$1,102		
AB @ \$1,200	+	\$102	=	\$1,302		
Travel/Time/Expenses – per Full Day Workshop					\$12,674 x 3 = \$38,022	
Schematic Design Phase	4 FTE					03 Meetings
CM @ \$1,200	+	\$822	=	\$2,022		
WG @ \$720	+	\$102	=	\$822		
CJ @ \$680	+	\$102	=	\$782		
TC @ \$600	+	\$102	=	\$702		
Travel/Time/Expenses – ½ Day/Meeting					\$4,328 x 3 = \$12,984	
Design Development Phase	4 FTE					03 Meetings
CM @ \$1,200	+	\$822	=	\$2,022		
WG @ \$720	+	\$102	=	\$822		
CJ @ \$680	+	\$102	=	\$782		
TC @ \$600	+	\$102	=	\$702		
Travel/Time/Expenses – ½ Day/Meeting					\$4,328 x 3 = \$12,984	
Final Plans Phase	3 FTE					02 Meetings
WG @ \$720	+	\$822	=	\$1,542		
AB @ \$600	+	\$102	=	\$702		
TC @ \$600	+	\$102	=	\$702		
Travel/Time/Expenses – ½ Day/Meeting					\$2,946 x 3 = \$8,838	

RATES AND COSTS EXHIBIT ELS (Continued)

Bidding and Award Phase					2 FTE	02 Meetings
WG	@	\$720	+	\$822	=	\$1,542
AB	@	\$600	+	\$102	=	\$702
Travel/Time/Expenses – ½ Day/Meeting					\$2,244 x 2 = \$4,488	

Construction Phase					1 FTE	48 Site Visits
AB	@	\$600	+	\$822	=	\$1,422
Travel/Time/Expenses – ½ Day/Site Visit					\$ 1,422 X 48 = \$68,256	

TOTAL REIMBURSABLE COST FOR ANTICIPATED ATTENDANCE AT WORKSHOPS/MEETINGS/SITE VISITS
(Invoiced against the Reimbursable Expense Budget as expenses are incurred) \$ 145,572.00

POTENTIAL ADDITIONAL SERVICES

1. Project scope in addition to that described in the RFP, or scope that is mentioned in the RFP, but from our perspective requires additional information.
2. Work and scope to be performed by any consultants not included in the fee matrix.
3. Expedited Schedule, including fast-tracked, multiple early bid and construction packages.
4. Negotiating entitlement agreements, variances with city agencies, and design review approval submittals and presentations are to be provided as an additional service.
5. LEED documentation and certification effort, above and beyond the Schematic Design phase analysis. A proposal to provide registration and certification documentation with the US Green Building Council can be provided upon request.
6. Preparing phased construction documents requiring issuance of separate multiple packages.
7. Providing professional renderings or models, and ELS effort required to coordinate with special rendering or model-making consultants. ELS will provide, as part of basic services, three renderings of the project. Renderings beyond this count will be charged at a flat rate of \$2,500 per renderings and will be invoiced against the Reimbursables Budget.
8. Building code variances or modifications, if required, will be provided as an additional service.

EXCLUSIONS/PROVISIONS

1. The following items of work are excluded from our services:
2. Removal of hazardous materials.
3. Obtaining and paying for construction permits.
4. ADA and/or access compliance survey of existing conditions.
5. Unless otherwise provided, ELS and its Consultants shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to, hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), or other toxic substances.

RATES AND COSTS EXHIBIT ELS (Continued)

South Oxnard Aquatic Center Improvement Project

UPDATED FEE OVERVIEW
Revised April 5, 2022



Firm	A	B	C	D	Remarks
	Original Fee Proposal	Updated Fee Proposal 02/19/22	Fee Added (B-A) 02/19/2022	Revised Fee - No Roof Garden 03/01/2022	
ELS	\$ 1,638,860.00	\$ 1,901,210.00	\$ 262,350.00	\$ 1,901,220.00	Updated Fee 04.05.2022***
ELS - BIM RECORD DRAWING FILES		\$ 33,000.00	\$ 33,000.00	\$ 33,000.00	
CEQA - Rincon		\$ 97,489.00 \$ 34,368.00	\$ 97,489.00 \$ 34,368.00	\$ 97,489.00 \$ 34,368.00	Initial Study Mitigated ND Contingency Fund for Qualitative VMT Assessment If Full EIR required - \$156,964
Geotech - Ninyo and Moore		\$ 46,944.00	\$ 46,944.00	\$ 46,944.00	
Survey - ECG		\$ 7,750.00	\$ 7,750.00	\$ 7,750.00	
Structural Engineering - JAMA	\$ 125,000.00	\$ 125,000.00	\$ -	\$ 125,000.00	
MEP Engineering - Integral*	\$ 135,000.00	\$ 245,000.00	\$ 110,000.00	\$ 135,000.00	
Landscaping Architecture - SWA*	\$ 236,120.00	\$ 405,620.00	\$ 169,500.00	\$ 236,120.00	
Civil Engineering - KPFF*	\$ 130,155.00	\$ 160,000.00	\$ 29,845.00	\$ 130,155.00	Excludes offsite street improvements
Aquatics Consulting - ADG**	\$ 175,860.00	\$ 300,000.00	\$ 124,140.00	\$ 300,000.00	
Low Voltage and Security - Guidepost*	\$ 112,815.00	\$ 112,815.00	\$ -	\$ 112,815.00	
Cost Estimating - MackS*	\$ 65,196.00	\$ 65,196.00	\$ -	\$ 65,196.00	
Waterproofing - SGH*		\$ 94,000.00	\$ 94,000.00	\$ -	
Code Consulting - Preview Group	\$ 55,000.00	\$ 55,000.00	\$ -	\$ 55,000.00	
Total	\$ 2,674,006.00	\$ 3,683,392.00	\$ 1,009,386.00	\$ 3,280,057.00	

* Additional Fee Added for Roof Garden design and engineering on 02/19/2022. SWA additional fees also include Fountain Design at Entry Plaza 02/19/2022.

** Additional Fee Added for assumed \$6MM construction budget for 4 aquatic features shown in ELS interview concept

*** Adjusted Fee - Increase by \$25,000

RATES AND COSTS EXHIBIT

RINCON CONSULTANTS, INC.

 RINCON CONSULTANTS, INC. South Oxnard Aquatic Center Improvement Project													
Cost Estimate													
Tasks	Rincon Labor Classification →												
	Subtotal	Direct Expense	Hours	Principal II	Principal I	Supervisor I	Senior Professional II	Professional IV	Professional III	Professional II	Professional I	Production Specialist	Construction Specialist II
Task 1. Technical Reports													
Task 1.1. Air Quality and Greenhouse Gas Emissions Study	\$9,891		52	1	2	3	6		36		2	2	
Task 1.2. Noise and Vibration Study	\$10,839	\$286	54	1	2	3	32		6	4	2	4	
Task 1.3. Hazardous Materials Evaluation	\$9,942		58	1	4	4			40	6	2		1
Task 1.4. Cultural Resources Technical Report	\$7,517	\$1,056	47	1	1	3	4			32	2	4	
Task 1.5. Assembly Bill 52 Consultation Assistance	\$2,024		11		1	2			8				
Task 1.6. Traffic Impact Study													
Task 1.6.A, Option 1 – Qualitative VMT Assessment	\$1,958	\$21,045	8	2		6							
Task Subtotal	\$41,177	\$22,387	230	6	10	27	42		90	42	8	10	1
Task 2. Initial Study													
Task 2.1. Initial Study	\$9,543		55	4		8		16		20	3	4	
Task Subtotal	\$9,543		55	4		8		16		20	3	4	
Task 3, Option A – IS-M/N/D													
Task 3.A.1. Administrative Draft IS-M/N/D	\$15,552		8	1		2		4			1		
Task 3.A.2. Public Review Draft IS-M/N/D	\$8,887	\$,900	21	1		2		4		4	6		4
Task 3.A.3. Final IS-M/N/D	\$5,816	\$2,398	28	2	2	6		12		2	4		
Task Subtotal	\$27,505	\$3,298	57	4	2	10		20		6	7		4
Task 3, Option B – Focused EIR													
Task 3.B.1. Notice of Preparation	\$2,950	\$,900	39	1		4		2		4	6		2
Task 3.B.2. Scoping Meeting	\$2,799	\$153	13	2		8				1	1	2	
Task 3.B.3. Administrative Draft EIR													
Executive Summary	\$2,349		14	1		3				8	2		
Introduction and Environmental Setting	\$3,142		18	2		4				10	2		
Project Description	\$3,009		17	1.5		3		8			2	2	
Analysis, Impacts, and Mitigation Measures													
Transportation	\$9,152		50	3		8		32			3	4	
Effects Found Not to be Significant	\$1,061		7	0.5		1				4	1		
Other CEQA-Required Sections	\$4,248		23	2		3		16			2		
Alternatives	\$8,467		48	3		8		12		20	2	4	
Task 3.B.4. Public Draft EIR	\$6,542	\$,900	38	2		8		12		10	2		4
Task 3.B.5. Final EIR													
Responses to Comments	\$4,844	\$44	36	4		12		12			8		
MMBP	\$1,831		11	1		2				6	2		
NOD	\$1,181	\$3,590	6	1		1		2		2	2		
Task 3.B.6. CEQA Findings of Fact	\$4,211		23	3		4		6		8	2		
Task 3.B.7. Statement of Overriding Considerations	\$2,248		12	1		2		8			1		
Task Subtotal	\$60,058	\$5,185	315	28.0		71		110		72	36	12	6
Task 4. Public Hearing													
Task 4.1. Public Hearing	\$1,804	\$151	8			8							
Task Subtotal	\$1,804	\$151	8			8							
Task 5. Project Management													
Task 5.A. Project Management for IS-M/N/D	\$9,182		42	10		24							8
Task 5.B. Project Management for EIR	\$16,616		74	20		42							12
Task Subtotal	\$25,798		116	30		66							20
Subtotal Cost	\$140,325	\$31,024	\$,801	\$21,240	\$1,360	\$41,952	\$8,904	\$25,404	\$14,480	\$30,300	\$6,090	\$3,680	\$2,945
Direct Cost Detail IS-M/N/D (Task 3, Option 1)													
Vehicle Costs	\$	\$417											
Standard Field Package	\$	\$10											
GPS Data-meter accuracy	\$	\$5											
Sound Level Metering Field Package: anemometer, tripod and digital camera	\$	\$110											
Printing Costs	\$	\$111											
Certified Mailing	\$	\$247											
Newspaper Publishing	\$	\$400											
County Clerk Filing Fees	\$	\$390											
County Filing Fee	\$	\$3,548											
Cultural Resources Records Search	\$	\$,995											
Rater & Notes	\$	\$21,045											
Subtotal Additional Costs	\$	\$21,833											
Summary for IS-M/N/D (Task 3, Option 1)													
Professional Fees Subtotal		\$71,851											
Direct Costs Subtotal		\$29,838											
Total Project Budget	\$	\$71,489											
Direct Cost Detail for EIR (Task 3, Option 2)													
Vehicle Costs	\$	\$70											
Standard Field Package	\$	\$10											
GPS Data-meter accuracy	\$	\$5											
Sound Level Metering Field Package: anemometer, tripod and digital camera	\$	\$110											
Printing Costs	\$	\$290											
Certified Mailing	\$	\$400											
Newspaper Publishing	\$	\$800											
County Clerk Filing Fees	\$	\$350											
County Filing Fee	\$	\$3,540											
Cultural Resources Records Search	\$	\$,490											
Rater & Notes	\$	\$21,045											
Subtotal Additional Costs	\$	\$27,880											
Summary for EIR (Task 3, Option 2)													
Professional Fees Subtotal		\$129,239											
Direct Costs Subtotal		\$27,880											
Total Project Budget	\$	\$154,945											
Contingency Fund (for Task 1.4.B instead of Task 1.4.A)													
Additional Professional Fees Subtotal		\$2,513											
Additional Rater & Notes Cost to Complete Task 1.4.B instead of Task 1.4.A		\$18,853											
Total Contingency Fund	\$	\$21,366											

Professional Services - are based on Rincon's standard fee schedule and labor classification. The above is provided as an estimate of Rincon's effort per task. Rincon may reallocate budget between staff and tasks, as long as the total contract price is not exceeded.

Annual Escalation - Standard rates subject to 3% escalation annually.

RATES AND COSTS EXHIBIT

NINYO & MOORE

Table 1 - Breakdown of Fee				
Project Coordination, Background Review, and Permit Acquisition				
Principal Engineer/Geologist/Environmental Scientist	2 hours	@	\$ 188.00 /hour	\$ 376.00
Senior Engineer/Geologist/Environmental Scientist	8 hours	@	\$ 178.00 /hour	\$ 1,424.00
Staff Engineer/Geologist/Environmental Scientist	10 hours	@	\$ 134.00 /hour	\$ 1,340.00
Permit Fees (Groundwater)	Lump Sum			\$ 975.00
Subtotal				\$ 4,115.00
Site Reconnaissance and Markout for Utility Clearance				
Staff Engineer/Geologist/Environmental Scientist	8 hours	@	\$ 134.00 /hour	\$ 1,072.00
Field Vehicle and Equipment Usage	8 hours	@	\$ 15.00 /hour	\$ 120.00
Subtotal				\$ 1,192.00
Subsurface Evaluation (Assumes eleven borings ranging from approximately 5 to 30 feet deep)				
Staff Engineer/Geologist/Environmental Scientist	18 hours	@	\$ 134.00 /hour	\$ 2,412.00
Field Vehicle and Equipment Usage	18 hours	@	\$ 15.00 /hour	\$ 270.00
Per Diem	2 days	@	\$ 250.00 /day	\$ 500.00
Drill Rig (Subcontractor)	16 hours	@	\$ 465.00 /hour	\$ 7,440.00
Drill Rig Support Vehicle	2 days	@	\$ 575.00 /day	\$ 1,150.00
Drill Rig Mob/Demob and Per Diem	Lump Sum			\$ 1,900.00
Grout Backfill	205 feet	@	\$ 12.00 /foot	\$ 2,460.00
CPT Rig (Subcontractor)	Lump Sum			\$ 6,725.00
Supplies	Lump Sum			\$ 200.00
Subtotal				\$ 23,057.00
Laboratory Analyses				
Tests to include in-situ moisture content and dry density, gradation, Atterberg limits, direct shear strength, consolidation, R-value, and corrosivity, as appropriate.				\$ 5,840.00
Subtotal				\$ 5,840.00
Data Compilation and Analysis				
Principal Engineer/Geologist/Environmental Scientist	4 hours	@	\$ 188.00 /hour	\$ 752.00
Senior Engineer/Geologist/Environmental Scientist	8 hours	@	\$ 178.00 /hour	\$ 1,424.00
Project Engineer/Geologist/Environmental Scientist	12 hours	@	\$ 165.00 /hour	\$ 1,980.00
Staff Engineer/Geologist/Environmental Scientist	16 hours	@	\$ 134.00 /hour	\$ 2,144.00
Subtotal				\$ 6,300.00
Report Preparation				
Principal Engineer/Geologist/Environmental Scientist	6 hours	@	\$ 188.00 /hour	\$ 1,128.00
Senior Engineer/Geologist/Environmental Scientist	14 hours	@	\$ 178.00 /hour	\$ 2,492.00
Staff Engineer/Geologist/Environmental Scientist	16 hours	@	\$ 134.00 /hour	\$ 2,144.00
Technical Illustrator/CAD Operator	4 hours	@	\$ 98.00 /hour	\$ 392.00
Data Processor	4 hours	@	\$ 71.00 /hour	\$ 284.00
Subtotal				\$ 6,440.00

RATES AND COSTS EXHIBIT NINYO & MOORE (Continued)

Schedule of Fees	
Hourly Charges for Personnel	
Professional Staff	
Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist	\$ 188
Senior Engineer/Geologist/Environmental Scientist	\$ 178
Senior Project Engineer/Geologist/Environmental Scientist	\$ 173
Project Engineer/Geologist/Environmental Scientist	\$ 165
Senior Staff Engineer/Geologist/Environmental Scientist	\$ 150
Staff Engineer/Geologist/Environmental Scientist	\$ 134
GIS Analyst	\$ 123
Technical Illustrator/CAD Operator	\$ 98
Field Staff	
Certified Asbestos/Lead Technician	\$ 173
Field Operations Manager	\$ 119
Nondestructive Examination Technician (UT, MT, LP)	\$ 114
Supervisory Technician	\$ 104
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)	\$ 104
Senior Technician	\$ 103
Technician	\$ 98
Administrative Staff	
Information Specialist	\$ 83
Geotechnical/Environmental/Laboratory Assistant	\$ 81
Data Processor	\$ 71
Other Charges	
Concrete Coring Equipment (includes technician)	\$ 190/hr
Anchor Load Test Equipment (includes technician)	\$ 190/hr
GPR Equipment	\$ 180/hr
Inclinometer	\$ 100/hr
Hand Auger Equipment	\$ 80/hr
Rebar Locator (Pachometer)	\$ 25/hr
Vapor Emission Kit	\$ 65/kit
Nuclear Density Gauge	\$ 12/hr
X-Ray Fluorescence	\$ 70/hr
PID/FID	\$ 25/hr
Air Sampling Pump	\$ 10/hr
Field Vehicle	\$ 15/hr
Expert Witness Testimony	\$ 450/hr
Direct Expenses	Cost plus 15 %
Special equipment charges will be provided upon request.	
Notes	
For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays.	
Field technician and special inspection hours are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours.	
Invoices are payable upon receipt. A service charge of 1.5 percent per month may be charged on accounts not paid within 30 days.	
Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project, as applicable.	
The terms and conditions are included in Ninyo & Moore's Work Authorization and Agreement form.	

RATES AND COSTS EXHIBIT NINYO & MOORE (Continued)

Schedule of Fees for Laboratory Testing	
SOILS	
Atterberg Limits, D 4318, CT 264	\$ 170
California Bearing Ratio (CBR), D 1553	\$ 550
Chloride and Sulfate Content, CT 417 & CT 422	\$ 175
Consolidation, D 2435, CT 219	\$ 300
Consolidation, Hydro-Collapse only, D 2435	\$ 150
Consolidation - Time Rate, D 2435, CT 219	\$ 200
Direct Shear - Flaked, D 3080	\$ 350
Direct Shear - Undisturbed, D 3080	\$ 300
Durability Index, CT 229	\$ 175
Expansion Index, D 4629, BIC 15-3	\$ 190
Expansion Potential (Method A), D 4546	\$ 170
Geotextile Tensile and Elongation Test, D 4632	\$ 200
Hydraulic Conductivity, D 5084	\$ 350
Hydrometer Analysis, D 422, CT 203	\$ 220
Moisture, Ash, & Organic Matter of Feed/Organic Soils	\$ 120
Moisture Only, D 2216, CT 226	\$ 35
Moisture and Density, D 2937	\$ 45
Permeability, CH, D 2434, CT 220	\$ 300
pH and Reactivity, CT 643	\$ 175
Proctor Density D 1557, D 698, CT 216, AASHTO T-180	\$ 220
Proctor Density with Rock Correction D 1557	\$ 340
R-value, D 2844, CT 301	\$ 375
Sand Equivalent, D 2419, CT 217	\$ 125
Sieve Analysis, D 422, CT 202	\$ 145
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 100
Specific Gravity, D 854	\$ 125
Thermal Reactivity (ASTM 5334, IEEE 442)	\$ 505
Triaxial Shear, C.U., D 4767, T 297	\$ 550
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2267 per pt.	\$ 450
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2267 per pt.	\$ 390
Triaxial Shear, U.U., D 2950	\$ 250
Unconfined Compression, D 2166, T 206	\$ 180
MASONRY	
Brick Absorption, 24-hour submersion, 5-yr boiling, 7-day, C 67	\$ 70
Brick Compression Test, C 67	\$ 55
Brick Efflorescence, C 67	\$ 55
Brick Modulus of Rupture, C 67	\$ 50
Brick Moisture as received, C 67	\$ 45
Brick Saturation Coefficient, C 67	\$ 60
Concrete Block Compression Test, beta16, C 140	\$ 70
Concrete Block Comformance Package, C 90	\$ 500
Concrete Block Linear Shrinkage, C 426	\$ 200
Concrete Block Unit Weight and Absorption, C 140	\$ 70
Corros, Compression or Shear Bond, CA Code	\$ 70
Masonry Grout, 3x3x6 prism compression, C 39	\$ 45
Masonry Mortar, 2x4 cylinder compression, C 109	\$ 35
Masonry Prism, half size, compression, C 9019	\$ 120
Masonry Prism, Full size, compression, C 9019	\$ 200
REINFORCING AND STRUCTURAL STEEL	
Chemical Analysis, A 36, A 615	\$ 135
Fireproofing Density Test, UBC 7-6	\$ 90
Hardness Test, Rockwell, A 370	\$ 80
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	\$ 150
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 175
Pre-Stress Strand (7 wire), A 416	\$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 75
Structural Steel Tensile Test, Up to 200,000 lbs., A 370	\$ 90
Welded Reinforcing Tensile Test, Up to No. 11 bars, ACI	\$ 80
CONCRETE	
Compression Tests, 6x12 Cylinder, C 39	\$ 35
Concrete Mix Design Review, Job Spec	\$ 300
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 650
Concrete Corros, Compression (excludes sampling), C 42	\$ 120
Drying Shrinkage, C 157	\$ 400
Flexural Test, C 78	\$ 85
Flexural Test, C 293	\$ 85
Flexural Test, CT 523	\$ 95
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 275
Lightweight Concrete Fill, Compression, C 465	\$ 80
Petrographic Analysis, C 856	\$ 2,000
Restraint Expansion of Shrinkage Compensation	\$ 450
Splitting Tensile Strength, C 496	\$ 100
3rd Grout, (JCLSM), C 39	\$ 55
2x2x2 Non-Shrink Grout, C 109	\$ 55
ASPHALT	
Air Voids, T 269	\$ 85
Asphalt Mix Design, Caltrans (incl. Aggregate Quality)	\$ 4,500
Asphalt Mix Design Review, Job Spec	\$ 180
Dust Proportioning, CT LP-4	\$ 85
Extraction, % Asphalt, including Gradation, D 2172, CT 362	\$ 250
Extraction, % Asphalt without Gradation, D 2172, CT 362	\$ 150
Film Stripping, CT 302	\$ 120
Hveem Stability and Unit Weight D 1560, T 246, CT 306	\$ 225
Marshall Stability, Flow and Unit Weight, T 245	\$ 240
Maximum Theoretical Unit Weight, D 2541, CT 306	\$ 150
Moisture Content, CT 370	\$ 95
Moisture Susceptibility and Tensile Stress Ratio, T 258, CT 371	\$ 1,000
Slurry Wet Track Abrasion, D 3910	\$ 150
Superpave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 4,900
Superpave, Gyrometry Unit RM, T 312	\$ 100
Superpave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000
Unit Weight sample or core, D 2726, CT 306	\$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	\$ 90
Voids filled with Asphalt, (VFA) CT LP-3	\$ 90
Wear Density, D 1188	\$ 140
AGGREGATES	
Clay Lumps and Friable Particles, C 142	\$ 180
Cleaness Value, CT 227	\$ 180
Crushed Particles, CT 205	\$ 175
Durability, Coarse or Fine, CT 229	\$ 205
Fine Aggregate Angularity, ASTM C 1252, T 364, CT 234	\$ 180
Flat and Elongated Particles, D 4791	\$ 220
Lightweight Particles, C 123	\$ 180
Los Angeles Abrasion, C 131 or C 535	\$ 200
Material Finer than No. 200 Sieve by Washing, C 117	\$ 90
Organic Impurities, C 40	\$ 90
Potential Alkal Reactivity, Mortar Bar Method, Coarse, C 1260	\$ 1,250
Potential Alkal Reactivity, Mortar Bar Method, Fine, C 1260	\$ 950
Potential Reactivity of Aggregate (Chemical Method), C 269	\$ 475
Sand Equivalent, T 176, CT 217	\$ 125
Sieve Analysis, Coarse Aggregate, T 27, C 136	\$ 120
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	\$ 145
Sodium Sulfate Soundness, C 88	\$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	\$ 115
Specific Gravity and Absorption, Fine, C 128, CT 207	\$ 175
ROOFING	
Roofing Tile Absorption, (wet of 5), C 67	\$ 250
Roofing Tile Strength Test, (wet of 5), C 67	\$ 250

Special preparation of standard test specimens will be charged at the technician's hourly rate.
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

RATES AND COSTS EXHIBIT **ENCOMPASS CONSULTANT GROUP**



Engineering		Geomatics (Surveying & Mapping)	
Designer	\$95	Surveying Technician	\$95
Senior Designer.....	\$130	Assistant Surveyor I.....	\$115
Assistant Engineer I	\$115	Assistant Surveyor II.....	\$130
Assistant Engineer II	\$130	Associate Surveyor.....	\$150
Associate Engineer	\$150	Senior Surveyor I	\$165
Senior Engineer I.....	\$165	Senior Surveyor II.....	\$175
Senior Engineer II.....	\$175	Principal Surveyor	\$195
Principal Engineer	\$195	One-Man Survey Crew	\$175
		Two-Man Survey Crew	\$250
		Three-Man Survey Crew	\$305
		One-Man Survey Crew (Prevailing Wage)	\$185
		Two-Man Survey Crew (Prevailing Wage)	\$265
		Three-Man Survey Crew (Prevailing Wage) ..	\$365
General			
Technical/Clerical Support	\$75		
Testimony (Trial or Deposition) .. 2.5 x Hourly Rate			
Special Consultant	\$200		
<i>(Principal with specialized skills in engineering, geomatics or planning)</i>			
Outside Consultant.....	Cost + 10%		
Reimbursable Expenses	Cost + 10%		



Date: 2/14/2022

PM: jpf

Prevailing Wage (Y/N)

Y

2022 RATES	Project Name: OXNARD AQUATICS CENTER								Work Order: 0707				
DESCRIPTION	Principal	Senior II	Senior I	Associate	Assistant II	Assistant I	Senior Designer	Designer/ Technician	1-Man Survey	2-Man Survey	3-Man Survey	Clerical Support	TOTAL
Hourly Rates	195	175	165	150	130	115	130	95	185	265	365	75	
Topographic Mapping													
Research, prep, coordination	0.5	1.0											\$272.50
Field surveys										10.0			\$2,650.00
Process control					2.0								\$260.00
Process topo data						10.0							\$1,150.00
QC & Deliverables		2.0				2.0							\$580.00
													\$0.00
												Subtotal:	\$4,912.50
Record Boundary													
Research, prep, coordination	0.5	2.0											\$447.50
Field surveys										6.0			\$1,590.00
Record compilation and analysis					4.0								\$520.00
QC / Deliverables		2.0			1.0								\$480.00
													\$0.00
												Subtotal:	\$3,037.50
													\$7,950.00
Subtotal Fee by Staff Category	\$195.00	\$1,225.00	\$0.00	\$0.00	\$910.00	\$1,380.00	\$0.00	\$0.00	\$0.00	\$4,240.00	\$0.00	\$0.00	
Subtotal Hours by Staff Category	1.0	7.0	0.0	0.0	7.0	12.0	0.0	0.0	0.0	16.0	0.0	0.0	

Outside Consultant	Fee	Markup	Cost
		10%	\$0.00
		10%	\$0.00
		10%	\$0.00

GRAND TOTAL

\$7,950.00

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 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. A-8456
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.

A-8456 ELS PW 22-55_S Oxnard Aquatic Center Improvement Project v6

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/ \$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 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		

A-8456 ELS PW 22-55_S Oxnard Aquatic Center Improvement Project v6

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER SAMPLE	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits		
Telephone: _____ 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			
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE	☐ Claims Made Retroactive Date _____ ☐ Occurrence		
COVERAGES	OTHER PROVISIONS		
☐ 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: _____	

**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 A-8456 with ELS Architecture and Urban Design for Professional Design Services for the South Oxnard Aquatic Center Improvement Project

City Council
April 19, 2022

Tatiana B. Arnaout, P.E.
City Engineer

That the City Council approve and authorize the Mayor to execute Agreement A-8456 with ELS Architecture and Urban Design, in an amount of \$3,900,057 for professional design services for the South Oxnard Aquatic Center Improvement Project (Project No. 225502).

- In July 2021, the City, with the assistance of State Senator Monique Limón, was awarded \$5,000,000 from the State of California (State) to design and construct the South Oxnard Aquatic Center in the current vacant City-owned property adjacent to College Park .
- The proposed Aquatics Center will service the City's youth, adults, and seniors and provide for expansion of recreation, water fitness, and competitive aquatics opportunities.
- It will also equip the residents of Oxnard, a coastal community, with water safety knowledge and provide a family-friendly environment for the residents of Oxnard.

- The overarching goal is to design and construct a community-based aquatics center that provides a variety of features which meets the needs of residents of all ages.
- At this time the detailed programming has not been established and the design consultant will assist the City in honing in on the programming through community, stakeholder, and City staff engagement as well as factoring in cost of construction and subsequent operation and maintenance.

- The notice inviting request for proposals (RFP) from qualified consultants for architecture and engineering design services for the project was published on November 5, 2021, and all proposals were due on December 15, 2021.
- The specific work for this contract includes:
 - Community Outreach;
 - Architecture and Engineering Design Services;
 - Development of an Operations & Maintenance Manual; and
 - Construction Coordination

- The City received a total of seven proposals which included:
 - ELS Architecture and Urban Design (ELS)
 - Barker Rinker Seacat Architecture
 - IBI Group
 - Little Diversified Architectural Consulting, Inc.
 - LPA, Inc.
 - RJM Design Group
 - Roesling Nakamura Terada Architects, Inc.
- The top three highest scored firms were then interviewed on January 19, 2022 for final selection by the following staff:
 - Assistant City Manager
 - Public Works Director
 - Cultural & Community Services Director
 - Assistant Cultural & Community Services Director
 - City Engineer
 - Supervising Civil Engineer

- The outreach phase is anticipated to take approximately three (3) months and will consist of three (3) community workshops each of which will progressively gather input from the community based on an initial conceptual design effort and continue until a preferred, consensus concept is developed.
- Following the community engagement and final selection of programming for the Aquatic Center, the design team will take approximately ten (10) months to complete the plans, specifications and estimates for this project.

The total cost for this agreement with ELS shall not exceed \$3,900,057. There is currently \$5 million in available grant funding in the South Oxnard Aquatic Center Improvement Project (Project No. 225502) for this phase of the project.



QUESTIONS



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. M.3

DATE: April 19, 2022

TO: City Council

FROM: Betsy George, Chief Financial Officer, (805) 200-5400, betsy.george@oxnard.org

SUBJECT: Revisions to Procurement Ordinance Reflecting Preparation of the new Tyler Munis Enterprise Resource Planning (ERP) Financial System. (0/10/10)

RECOMMENDATION

That the City Council introduce an amendment to the City's Procurement Ordinance in preparation for the launch of the Core Financials phase of Tyler Munis.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/0PWV5fFnoU0>

BACKGROUND

At its October 1, 2019, meeting, City Council approved the purchase of a new enterprise resource planning (ERP) system from Tyler Technologies, Tyler Munis, following many years of work to identify, evaluate, and select the best system that will enable the City to modernize and take advantage of current technologies that will provide the functionality for staff to streamline processes, create better access to information, increase productivity, and improve interactions for residents and business. The first phase of the Tyler Munis ERP implementation is the Core Financial phase. Munis Core Financials includes budget, general ledger, grant management, accounts payable, project accounting, general revenue, cash management, capital assets, financial reporting and procurement modules.

Throughout the implementation phase of the Core Financials, staff has been reviewing the functionality of Munis and the opportunities it provides to improve internal controls and operational efficiency. Staff have identified improvements that require modifications to the City's current Procurement Ordinance.

DISCUSSION

Staff recommends that the City amend its Procurement Ordinance and adjust its approval processes and authority levels (who can approve what dollar amount for all City purchases) to better align with municipal best practices and functionality available in Tyler Munis. The proposed modifications to the Procurement Ordinance do not impact or amend the City's budget appropriation and budget approval processes.

The current procurement process requires departments to initiate a requisition in the City's current ERP system, followed by paper documents that are reviewed and approved outside the current ERP system (HTE Naviline). The paper process is prone to being slow, and it is difficult to track where the documents are within the approval routing queue. Tyler Munis ERP allows requisitions and supporting documents to be located within one system and to proceed through hierarchical electronic approvals without the need for paper. This electronic workflow of approvals is based upon configured approval authority and cannot be circumvented. Procurement transactions in an official City Contract or Purchase Order can only be accomplished once all electronic approvals are completed in the system. Each approval is logged and held in system audit files, with no ability to be amended. Reviewing and tracking of transactions is available

at any time.

Electronic approval will not replace the need for signatures on the legally binding executed agreements that the City makes but may be viewed as a replacement of paper routing for internal City approval processes. Staff recommend no changes to purchase orders and agreements that require City Manager or Council approval. The recommended changes are designed to delegate approval authority from the Purchasing Agent to department directors whose budget areas are allocated to pay for the cost of the procured item.

Here are the recommended changes to the Purchasing Ordinance:

1. Amend the Purchasing Agent's signature authority for annual dollar limit per vendor from \$100,000 to \$0.
2. Amend City Department Manager signature authority for annual dollar limit per vendor from \$0 to \$50,000.
3. Amend the City Department Head signature authority for annual dollar limit from \$5,000 to \$100,000.

City Buyers and the Purchasing Agent must approve all procurement activities as part of the electronic workflow process, and in doing so will review and ensure compliance with all relevant laws and policies.

The major driver to this improved process is to transfer approval of the use of City funds to the operating departments that are responsible for service delivery to the community, rather than the approval resting solely with the Purchasing Division. Upon commencement of a transaction via requisition entry, the ERP system automatically performs a budget check against the general ledger codes selected by the departmental user. Departmental approval is required based upon the amount of the transaction, with additional approvals required to ensure the City has appropriate insurance and legal protection depending on the type of goods/services being procured.

The City recently hired a new Purchasing Manager. She will return to the Finance and Governance Committee this fall or winter with further changes to the Purchasing Ordinance; however, due to the timing of Munis Core Financials, this amendment is pressing.

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 will be going to the Finance and Governance Committee on April 12, 2022, and this report will be published at the same time as the April 12, 2022 agenda. Any recommended changes from the Finance and Governance Committee will be shared with Council during its meeting.

Prepared by: Mark Sewell, Assistant Chief Financial Officer, Betsy George, Chief Financial Officer

ATTACHMENTS

1. Purchasing Ordinance Amendment
2. Revised Oxnard Ordinance- Redline
3. Revisions to Procurement Ordinance Presentation

CITY COUNCIL OF THE CITY OF OXNARD
ORDINANCE NO.

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, AMENDING AND
REPLACING PORTIONS OF ARTICLE V, OF CHAPTER 4 OF THE OXNARD CITY
CODE, RELATING TO PURCHASING AND CONTRACTING

WHEREAS, the City is implementing a new financial management system with improved internal controls and efficiencies, effective October 1, 2022; and,

WHEREAS, in order to align the City's procurement process with the new financial management system, minor changes are necessary to the City's Procurement Ordinance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

Part 1. Section 4-1, of Article I, of Chapter 4 of the Oxnard City Code, is hereby amended in its entirety in the following way:

“For the purposes of Chapter 4, the following definitions and rules shall be observed, unless such would be inconsistent with the manifest intent of the city council:

(A) ANNUAL AUTHORIZATION - The maximum annual value that the city council delegates to an individual to award a purchase order or contract per vendor or consultant.

(B) ANNUAL VALUE - The value of the contract per year, or if the contract does not list an annual amount, the total value of the contract divided by the number of years in the term of that contract.

(C) BEST VALUE - The expected outcome of a solicitation that in the city's estimation will provide the greatest overall benefit in response to the requirement, where price, quality, durability, servicing, delivery time, standardization, and/or other factors outlined in the purchasing manual are considered in the evaluation and selection process to minimize negative impacts and enhance the long-term performance and value of a solicitation submission.

(D) DEPARTMENT DIRECTOR - The most senior individual responsible for a City department.

(E) DEPARTMENT MANAGER - An employee entrusted with budgetary responsibility for a City Division, such as a Division Manager, City Engineer, or Assistant Director.

(F) EMERGENCY - Either of the following:

(1) Regarding public projects, as defined in this chapter, the meaning provided in Cal. Pub. Con. Code, Section 22050.

(2) Regarding all procurement unrelated to public projects, a condition or possible safety situation which makes bidding procedures, either formal or informal, impractical or not in the best interests of the city.

(G) FORCE ACCOUNT - Work performed on public projects using internal city resources, including, but not limited to, labor, equipment, materials, supplies and

subcontracts of the city.

(H) FORMAL SOLICITATION - A bid or proposal that must be submitted in a sealed envelope by mail, hand delivery or email or other electronic means, and in conformance with a prescribed format to be opened in public at a specified date and time or evaluated as delineated in the solicitation released, as established in the purchasing manual.

(I) INFORMAL SOLICITATION - A competitive bid, price quotation, or proposal for any procurement other than a public project that is conveyed by mail, fax, email or other electronic means, or other written manner that does not require a sealed bid or proposal, public opening or other formalities.

(J) MAINTENANCE or MAINTENANCE WORK - The meaning provided in Cal. Pub. Con. Code, Section 22002(d) and 8 CCR 16000.

(K) NEGOTIATED CONTRACT - A contract in an amount up to \$100,000 that is awarded on the basis of a direct contract with a contractor, vendor or consultant without going through the competitive bidding process.

(L) PRINCIPAL BUSINESS OFFICE - The place where the principal officers or owners generally transact business, where reports are prepared, from which orders and payments are made, and that the business represents to government authorities as its principal office or principal place of business.

(M) PROFESSIONAL SERVICES - All services performed by persons or firms in a professional occupation, including, but not limited to, consulting and performance services for accounting, financial, economic, auditing, redevelopment, computer hardware and software support, engineering, architectural, landscape architectural, planning, environmental, land surveying, construction project management, personnel, social services, animal control, lobbying, grant-writing, legal, management, communication and other similar professional functions.

(N) PURCHASING AGENT - An employee whose responsibility it is to procure all supplies, equipment, public projects and services for the city, or that employee's designee(s).

(O) PURCHASING MANUAL - The purchasing policies and procedures manual for the purpose of implementation of this chapter, as drafted, amended and adopted by the purchasing agent.

(P) PUBLIC PROJECT - The meaning provided in Cal. Pub. Con. Code. Section 22002(c).

(Q) SMALL LOCAL BUSINESS - A business entity that has for at least 36 months immediately preceding submittal of its bid held a current business license issued by the city, and maintained its principal business office within the city's geographic boundaries, has average annual gross receipts of \$20,000,000 or less over the 36 months immediately preceding submittal of its bid, and employs fewer than 100 employees, at least 50% of whom are Oxnard residents and have been Oxnard residents for at least 90 days prior to submission of the bid.

(R) TRADE SERVICE - A service that is not affiliated with a public project and either:

(1) Does not require specialized skill or certification, including, but not limited to, janitorial or maintenance work; or

(2) Requires manual skills and special training, but not particular education or degrees, including, but not limited to, mechanical or plumbing services.”

Part 3. Section 4-3(B), of Article I, of Chapter 4 of the Oxnard City Code, is hereby amended in its entirety to read as follows:

“Issue a purchase order or execute a contract for procurement required by any city department, in accordance with procedures prescribed by this chapter up to the purchasing agent’s annual authorization.”

Part 4. Section 4-3(M), of Article I, of Chapter 4 of the Oxnard City Code, is hereby amended in its entirety to read as follows:

“Recommend award of and execute a negotiated contract, subject to a department director or city manager’s approval, when the purchasing agent determines that obtaining bids, quotations and proposals is not in the city’s best interest.”

Part 5. Section 4-11(B), of Article II, of Chapter 4 of the Oxnard City Code, is hereby amended in its entirety to read as follows:

“The public works director and city manager each may procure, without public bidding, public projects that cost up to \$5,000.”

Part 6. Section 4-12(B), of Article II, of Chapter 4 of the Oxnard City Code, is hereby amended in its entirety to read as follows:

“The public works director and city manager each may each award, and the purchasing agent may execute, such a contract.”

Part 7. Section 4-13(A), of Article II, of Chapter 4 of the Oxnard City Code, is hereby amended in its entirety to read as follows:

“A public project in the amount listed in Cal. Pub. Con. Code, Section 22032(b), as may be changed from time to time, shall be bid out using the informal bidding procedures contained in Cal. Pub. Con. Code, Section 22034. Notice shall be provided in accordance with Cal. Pub. Con. Code, Section 22034(a)(2). The public works director may award Tier 2 public project contracts up to \$100,000; the city manager may award, and the purchasing agent may execute, any Tier 2 public project contracts.”

Part 8. Section 4-18, of Article II, of Chapter 4 of the Oxnard City Code, is hereby amended in its entirety to read as follows:

“The public works director and city manager each may approve, and the purchasing agent may execute, any task order thereto that, collectively with all other task orders on the project, does not exceed the total contract value previously approved for the project.”

Part 9. Section 4-19, of Article II, of Chapter 4 of the Oxnard City Code, is hereby amended in its entirety to read as follows:

“The public works director and city manager each may award, and the purchasing agent may execute, any change order to a contract that, collectively with all other change orders on the project, does not exceed the contract plus contingency amount, if any, previously approved for the project.”

Part 10. Section 4-31(B), of Article III, of Chapter 4 of the Oxnard City Code, is hereby amended in its entirety to read as follows:

“The director of each department and city manager may procure, without public bidding, purchases or leases of supplies or equipment that collectively cost up to \$5,000 per vendor or consultant, per fiscal year.”

Part 11. Section 4-36, of Article III, of Chapter 4 of the Oxnard City Code, is hereby amended in its entirety to read as follows:

“When no responsive bids are received, subject to the department director or city manager’s award, the purchasing agent is authorized to negotiate for a written bid, and if the bid is for an amount over the city manager’s annual authorization, this contract shall be presented to the city council for award, and to the most senior available member of the city council for execution.”

Part 12. Section 4-39, of Article III, of Chapter 4 of the Oxnard City Code, is hereby amended in its entirety to read as follows:

“Where a contract has been awarded, the department director and city manager each may award, and the purchasing agent may execute, any purchase order thereto that, collectively with all other purchase orders, does not exceed the total contract value.”

Part 13. Section 4-40, of Article III, of Chapter 4 of the Oxnard City Code, is hereby amended in its entirety to read as follows:

“The department director and city manager each may approve, and the purchasing agent may execute, any change order to a purchase order or contract that, collectively with all other change orders on the project, does not exceed the contract plus contingency amount, if any, previously approved for the purchase or lease of supplies or equipment.”

Part 14. Section 4-52(B), of Article IV, of Chapter 4 of the Oxnard City Code, is hereby amended in its entirety to read as follows:

“The director of each department and city manager each may procure, without public bidding, trade or professional services that collectively cost up to \$5,000 per vendor or

consultant, per fiscal year.”

Part 15. Section 4-59, of Article IV, of Chapter 4 of the Oxnard City Code, is hereby amended in its entirety to read as follows:

“The department director and city manager each may approve, and the purchasing agent may execute, any task order that, collectively with all other task orders, does not exceed the total contract value previously approved for the trade or professional service.”

Part 16. Section 4-60, of Article IV, of Chapter 4 of the Oxnard City Code, is hereby amended in its entirety to read as follows:

“The department director and city manager each may approve, and the purchasing agent may execute, any change order to a contract that, collectively with all other change orders related to that contract, does not exceed the contract plus contingency amount, if any, previously approved for this procurement. Once the contract plus contingency amount is met, any further change orders shall be submitted for approval by the city council”.

Part 17. Section 4-70, of Article V, of Chapter 4 of the Oxnard City Code, is hereby amended in its entirety to read as follows:

“Each department shall provide the purchasing agent with an annual report, listing all procurements awarded by that department within that reporting period.”

Part 18. Section 4-72, of Article V, of Chapter 4 of the Oxnard City Code, is hereby amended in its entirety to read as follows:

“(A) Other than for the rental, lease or license of real property, a contract related to an exemption listed in section 4-5, or public projects listed in sections 4-12 and 4-13, a department manager may award any procurement contract or purchase order up to an annual authorization in the amount of \$50,000.

(B) Other than for the rental, lease or license of real property, a contract related to an exemption listed in section 4-5, or public projects listed in sections 4-12 and 4-13, a department director may award any procurement contract or purchase order up to an annual authorization in the amount of \$100,000.

(C) Other than for the rental, lease or license of real property or a contract related to an exemption listed in section 4-5, the city manager may award any procurement contract or purchase order up to an annual authorization in the amount listed in Cal. Pub. Con. Code, Section 22032(b), as may be changed from time to time.

(D) Other than for the rental, lease or license of real property or a contract related to an exemption listed in section 4-5, the purchasing agent may execute any procurement contract, purchase order or amendment awarded by a department manager, department director or the city manager.

(E) Any amendment that, collectively with the original purchase order or contract and all

amendments thereto, does not exceed an individual's annual authorization may be approved by him or her.

(F) If an individual has authority to award a purchase order or contract, he/she has the authority to amend such purchase order or contract, provided the total amount of that purchase order or contract, and all amendments thereto, does not exceed his/her annual authorization.

(G) The purchasing agent may terminate any purchase order or contract for procurement.

(H) It shall be unlawful to split or separate into smaller purchase orders or contracts any procurement for the purpose of evading the provisions of this chapter."

Part 19. Section 4-75, of Article V, of Chapter 4 of the Oxnard City Code, is hereby amended in its entirety to read as follows:

"Other than for public projects, if the city council is not in session, or if there exists in the view of the purchasing agent an immediate need to do so, a purchase order, contract (including, but not limited to, a lease or license), change order or task order that otherwise would be submitted to the city council may be approved jointly by the city manager and the most senior available member of the city council, as executed by the purchasing agent. The city manager shall place the jointly executed document on the agenda for ratification at one of the next three regular city council meetings. Any document that is jointly approved in this way shall contain a provision that the authority to perform work under that document will automatically terminate on the date that ratification is denied, if it is."

Part 20. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

Part 21. Pursuant to Cal. Gov. Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the ordinance.

Part 22. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. ---_ was first read on __, 2022, and finally adopted on _____, 2022.

Part 23. This ordinance shall become effective on October 1, 2022.

Part 24. The City Council determines and finds that this ordinance is exempt from the California Environmental Quality Act under section 15061(b)(3) because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

CHAPTER 4: PUBLIC PROJECTS; PURCHASING AND CONTRACTING

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ARTICLE I. GENERAL PROVISIONS

SEC. 4-1. DEFINITIONS.

For the purposes of Chapter 4, the following definitions and rules shall be observed, unless such would be inconsistent with the manifest intent of the city council:

(A) ANNUAL AUTHORIZATION - The maximum annual value that the city council delegates to an individual to award ~~and execute~~ a purchase order or contract per vendor or consultant.

(B) ANNUAL VALUE - The value of the contract per year, or if the contract does not list an annual amount, the total value of the contract divided by the number of years in the term of that contract.

(C) BEST VALUE - The expected outcome of a solicitation that in the city's estimation will provide the greatest overall benefit in response to the requirement, where price, quality, durability, servicing, delivery time, standardization, and/or other factors outlined in the purchasing manual are considered in the evaluation and selection process to minimize negative impacts and enhance the long-term performance and value of a solicitation submission.

(D) DEPARTMENT DIRECTOR - The most senior individual responsible for a City department.

(E) DEPARTMENT MANAGER - An employee entrusted with budgetary responsibility for a City Division, such as a Division Manager, City Engineer, or Assistant Director.

~~(D)~~ EMERGENCY - Either of the following:

(1) Regarding public projects, as defined in this chapter, the meaning provided in Cal. Pub. Con. Code, Section 22050.

(2) Regarding all procurement unrelated to public projects, a condition or possible safety situation which makes bidding procedures, either formal or informal, impractical or not in the best interests of the city.

(~~EG~~) FORCE ACCOUNT - Work performed on public projects using internal city resources, including, but not limited to, labor, equipment, materials, supplies and subcontracts of the city.

(~~FH~~) FORMAL SOLICITATION - A bid or proposal that must be submitted in a sealed envelope by mail, hand delivery or email or other electronic means, and in conformance with a prescribed format to be opened in public at a specified date and time or evaluated as delineated in the solicitation released, as established in the purchasing manual.

(~~GI~~) INFORMAL SOLICITATION - A competitive bid, price quotation, or proposal for any procurement other than a public project that is conveyed by mail, fax, email or other electronic means, or other written manner that does not require a sealed bid or proposal, public opening or other formalities.

(~~HJ~~) MAINTENANCE or MAINTENANCE WORK - The meaning provided in Cal. Pub. Con. Code, Section 22002(d) and 8 CCR 16000.

(~~IK~~) NEGOTIATED CONTRACT - A contract in an amount up to \$100,000 that is awarded on the basis of a direct contract with a contractor, vendor or consultant without going through the competitive bidding process.

(~~JL~~) PRINCIPAL BUSINESS OFFICE - The place where the principal officers or owners generally transact business, where reports are prepared, from which orders and payments are made, and that the business represents to government authorities as its principal office or principal place of business.

(~~KM~~) PROFESSIONAL SERVICES - All services performed by persons or firms in a professional occupation, including, but not limited to, consulting and performance services for accounting, financial, economic, auditing, redevelopment, computer hardware and software support, engineering, architectural, landscape architectural, planning, environmental, land surveying, construction project management, personnel, social services, animal control, lobbying, grant-writing, legal, management, communication and other similar professional functions.

(~~LN~~) PURCHASING AGENT - An employee whose responsibility it is to procure all supplies, equipment, public projects and services for the city, or that employee's designee(s).

(~~MO~~) PURCHASING MANUAL - The purchasing policies and procedures manual for the purpose of implementation of this chapter, as drafted, amended and adopted by the purchasing agent.

(~~NP~~) PUBLIC PROJECT - The meaning provided in Cal. Pub. Con. Code. Section 22002(c).

(~~OQ~~) SMALL LOCAL BUSINESS - A business entity that has for at least 36 months immediately preceding submittal of its bid held a current business license issued by the city, and maintained its principal business office within the city's geographic boundaries, has average annual gross receipts of \$20,000,000 or less over the 36 months immediately preceding submittal of its bid, and employs fewer than 100 employees, at least 50% of whom are Oxnard residents and have been Oxnard residents for at least 90 days prior to submission of the bid.

(PR) TRADE SERVICE - A service that is not affiliated with a public project and either:

- (1) Does not require specialized skill or certification, including, but not limited to, janitorial or maintenance work; or
- (2) Requires manual skills and special training, but not particular education or degrees, including, but not limited to, mechanical or plumbing services.

SEC. 4-2. PURPOSE.

- (A) The purpose of this chapter is to ensure that the city establishes an efficient centralized procurement system, and that goods, materials, public projects and services are procured at fair and competitive prices.
- (B) This chapter provides procedures for the performance of public projects, the purchase of supplies and equipment, and contracting for services.
- (C) This chapter shall be interpreted and construed to be consistent with State law.

SEC. 4-3. PURCHASING AGENT.

Except as otherwise ordered by city council, the purchasing agent shall provide the services stated in this chapter on behalf of all city departments. In the performance of his/her duties, the purchasing agent shall comply with applicable law and city council orders, including limitations on purchasing procedures. The purchasing agent may:

- (A) Prepare and issue all solicitations.
- (B) Issue a purchase order or ~~award and~~ execute a contract for procurement required by any city department, in accordance with procedures prescribed by this chapter up to the purchasing agent's annual authorization.
- (C) Amend any contract for supplies, equipment and services in any way that does not change the annual value, including, but not limited to, amendments extending the contract term, changing a vendor, contractor or consultant's legal name, or authorizing higher costs and rates.
- (D) Negotiate and recommend award of contracts for the purchase of supplies, equipment and services.
- (E) Act to procure for the city the needed quality in supplies, equipment, and services at the best value to the city.
- (F) Discourage uniform bidding and endeavor to obtain as full and open competition as possible on all purchases.
- (G) Prepare and maintain for the city manager the purchasing manual, procurement card manual, and recommend revisions to both of these documents.
- (H) Keep informed of current developments in the field of purchasing, prices, market conditions and new products.
- (I) Maintain such forms as reasonably necessary to the operation of this chapter and other rules and regulations.

(J) Recommend to the city manager the transfer of surplus or unused supplies and equipment between departments as needed, and the sale of all supplies and equipment that cannot be used by any department or that have become unsuitable for city use.

(K) Use cooperative purchasing, whereby multiple government agencies, cooperative entities, or jurisdictions enter into a contract to procure from each other or to collectively procure a vendor, contractor or consultant.

(L) "Piggyback," whereby the city utilizes another agency or jurisdiction's solicitation results, but enters into a separate contract or issues a separate purchase order with the vendor.

(M) Recommend aAward of and execute a negotiated contract, subject to a department director or city manager's approval, when the purchasing agent determines that obtaining bids, quotations and proposals is not in the city's best interest.

(N) Develop and maintain a list of contractors, vendors and professionals identified according to categories of work.

(O) Prequalify or prescreen contractors, vendors and consultants.

(P) Maintain a list of the construction trade journals, as determined for the county by the California Uniform Construction Cost Accounting Commission, to which the city must deliver notice of all informal and formal construction contracts being bid for work within the county.

SEC. 4-4. CONFLICT.

(A) The provisions of this chapter shall not apply to the extent that they conflict, and shall be interpreted and construed to be consistent, with any applicable State or federal laws or regulations, or the terms and conditions of any grant, contract, gift or bequest otherwise consistent with law.

(B) Any evaluation or selection practice under this chapter that would result in unlawful activity, including, but not limited to, any rebate, kickback or unlawful consideration is expressly prohibited. Any award of a contract where a public official has used his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a financial interest in any person or entity who seeks such a contract, or in the outcome of the selection process in any way, is expressly prohibited.

(C) Prior to participating in any procurement, a staff member will have to state the nature and length of his/her relationship, if any, to all bidders or proposers as well as any other personal interest in the outcome of the solicitation. A staff member must immediately notify the purchasing agent and not review any materials or attend any meetings regarding the procurement until further instruction from the purchasing agent if that staff member has, or reasonably should know that he/she has, a prior relationship or personal interest in the outcome of the solicitation.

SEC. 4-5. EXEMPTIONS.

(A) The city manager may authorize, in writing, any department to procure specified supplies, equipment, public projects and services independently of the purchasing agent.

(B) The following are exempted from obtaining competitive bids and proposals:

- (1) Contracts unrelated to the procurement of goods, materials, public projects or services.
- (2) Advertising (e.g., air time and newspaper and magazine advertising space, but not including advertising agencies or design services).
- (3) Bank service fees.
- (4) Government printed publications.
- (5) Common carrier transportation.
- (6) Travel payments directly to a hotel, motel, airline or other transportation (but not a conference or meeting room rental).
- (7) Insurance.
- (8) Memberships in professional organizations.
- (9) Credit card payments to a bank.
- (10) Contracts with other governmental entities.
- (11) Permit fees, including, but not limited to, those to another governmental agency for operation of a city utility.
- (12) Postage and United States Postal Service post office box fees (not private mail companies).
- (13) Real property purchases, escrow fees and lease payments.
- (14) Subscriptions to publications.
- (15) Any utilities the city uses, including, but not limited to, payments for electricity or gas.
- (16) Voting materials.
- (17) Any other procurement exempted from bids or proposals in State or federal law.
- (18) Legal brief printing and transcription.
- (19) Legal services and services relating to legal matters.
- (20) Anything relating to a confidential, ongoing police investigation and to other confidential police business.

(C) A purchase order, contract, or task order for legal services or services relating to legal matters may be awarded and executed by the city attorney, up to an annual authorization in the amount listed in Cal. Pub. Con. Code, Section 22032(b), as may be changed from time to time, or may be awarded and executed jointly by the city attorney and the most senior available member of the city council if over that amount.

(D) A purchase order, contract, or task order relating to a confidential, ongoing police investigation or other confidential police business may be awarded and executed jointly by the police chief and city manager up to an annual authorization in the amount listed in Cal. Pub. Con. Code, Section 22032(b), as may be changed from time to time, or may be awarded and executed jointly by the city manager and the most senior available member of the city council if over that amount.

SEC. 4-6. NO OBLIGATION TO CONTRACT.

Nothing in this chapter shall require the city to authorize any purchase order or enter into any contract with any person or firm.

ARTICLE II. PUBLIC PROJECTS

SEC. 4-10. UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT.

The city council has elected to subject the city to the Uniform Public Construction Cost Accounting Act (Cal. Pub. Con. Code, Sections 22000 et seq.) in the performance of public projects. The procedures contained in this chapter are intended to implement and be consistent with such Act.

SEC. 4-11. BIDS REQUIRED.

(A) Other than for public projects in the amount listed in Cal. Pub. Con. Code, Section 22032(a), as may be changed from time to time, that are performed by force account, price quotations or bids shall be obtained for all public projects that cost over \$5,000.

(B) The ~~purchasing agent~~, public works director and city manager each may procure, without public bidding, public projects that cost up to \$5,000.

SEC. 4-12. TIER 1 PUBLIC PROJECTS.

(A) A public project in the amount listed in Cal. Pub. Con. Code, Section 22032(a), as may be changed from time to time, and costing over \$5,000 that is not performed by force account requires at least three written bids. The purchasing agent shall use his/her discretion if three written bids cannot be obtained.

(B) The ~~purchasing agent~~, public works director and city manager each may each award, and the purchasing agent may execute, such a contract.

SEC. 4-13. TIER 2 PUBLIC PROJECTS.

(A) A public project in the amount listed in Cal. Pub. Con. Code, Section 22032(b), as may be changed from time to time, shall be bid out using the informal bidding procedures contained in Cal. Pub. Con. Code, Section 22034. Notice shall be provided in accordance with Cal. Pub. Con. Code, Section 22034(a)(2). The ~~purchasing agent and~~ public works director may award ~~and execute~~ Tier 2 public project contracts up to \$100,000; the city manager may award, and the purchasing agent may execute, any Tier 2 public project contracts.

(B) If all bids received are in excess of the amount listed in Cal. Pub. Con. Code, Section 22032(b), as may be changed from time to time, the city council may, by adoption of a resolution by a four-fifths vote, award the contract up to the higher amount listed in Cal. Pub. Con. Code, Section 22034(d) to the lowest responsible bidder if the council determines the city's cost estimate was reasonable.

SEC. 4-14. TIER 3 PUBLIC PROJECTS.

(A) A public project in the amount listed in Cal. Pub. Con. Code, Section 22032(c), as may be changed from time to time, shall be bid out using the formal bidding procedures contained in Cal. Pub. Con. Code, Section 22037.

(B) The city engineer shall adopt plans, specifications and working details for all Tier 3 public projects.

SEC. 4-15. REJECTING ALL BIDS.

The purchasing agent may at any time reject all bids.

SEC. 4-16. BONDS.

In awarding a contract involving an expenditure in excess of the amount listed in Cal. Civil Code, Section 9550, the city shall require both faithful performance and payment bonds, each in the amount required by Cal. Civil Code, Section 9554. Such bonds shall be issued by an admitted surety insurer.

SEC. 4-17. CONTRACTS.

Any public project over the amount listed in Cal. Labor Code, Section 1771, as may be amended from time to time, per contractor, shall be made by contract.

SEC. 4-18. TASK ORDERS.

The ~~purchasing agent~~, public works director and city manager each may approve, and the purchasing agent may execute, any task order thereto that, collectively with all other task orders on the project, does not exceed the total contract value previously approved for the project.

SEC. 4-19. CHANGE ORDERS.

The ~~purchasing agent~~, public works director and city manager each may award, and the purchasing agent may execute, any change order to a contract that, collectively with all other change orders on the project, does not exceed the contract plus contingency amount, if any, previously approved for the project.

SEC. 4-20. EMERGENCIES.

(A) In cases of emergency, including, but not limited to, states of emergency defined in Cal. Gov't Code, Section 8558, when repair or replacements are necessary, the city council may proceed at once to replace or repair any public facility without adopting plans,

specifications or working details, or giving notice for bids to let contracts. The work may be done by day labor under the direction of the city council, by contractor, or by a combination of the two. Cal. Pub. Con. Code, Section 22050 shall apply when a notice for bids to let contracts is not given.

(B) The city manager and purchasing agent each may order any action pursuant to Cal. Pub. Con. Code, Section 22050.

ARTICLE III. SUPPLIES AND EQUIPMENT

SEC. 4-30. APPLICABILITY.

This article shall not apply to supplies or equipment associated with a public project.

SEC. 4-31. BIDS REQUIRED.

(A) Except when the supplies or equipment can be obtained from only one source, or when the purchasing agent determines that obtaining bids and price quotations is not in the city's best interest, at least three written price quotations or bids shall be obtained for all purchases or leases of supplies or equipment that collectively cost over \$5,000 per vendor or consultant, per fiscal year. The purchasing agent shall use his/her discretion if quotes and bids should not or cannot be obtained.

(B) The ~~purchasing agent and the~~ director of each department ~~and city manager~~ may procure, without public bidding, purchases or leases of supplies or equipment that collectively cost up to \$5,000 per vendor or consultant, per fiscal year.

SEC. 4-32. BRAND AND TRADE NAMES.

(A) A request for quotations or bids shall not be drafted calling for designated supplies and equipment by specific brand or trade names, unless immediately followed by the words "or equal" so that bidders may furnish any equal supplies or equipment. A request to substitute equivalent supplies or equipment must be in writing and submitted by the time listed in the request for quotations or bids, or if no such time is written therein, with the quotation or bid submission. A request to substitute equivalent supplies or equipment must include all data necessary to demonstrate acceptability. The burden of proof as to the comparative quality and suitability of the alternative supplies or equipment shall be upon the bidder, and the bidder shall furnish, at his/her/its own expense, all information necessary or related thereto as required by the purchasing agent.

(B) Subsection (A) is not applicable if:

(1) The purchasing agent makes a written finding in the request for quotations or bids that particular supplies or equipment are designated by specific brand or trade names for any of the following purposes:

(a) In order that a field test or experiment may be made to determine the supplies' or equipment's suitability for future use.

(b) In order to match other supplies or equipment in use on a particular project, either completed or in the course of completion, or on a service already provided or being provided.

(c) In order to obtain necessary supplies or equipment that are only available from one source.

(d) In order to respond to an emergency declared by the city, the State, a State agency, a political subdivision of the State or the federal government.

(2) The individual or entity with the authority to award a purchase order or contract determines that the purchase of supplies or equipment of a particular brand or trade name are for a valid purpose.

SEC. 4-33. INFORMAL SOLICITATION.

The purchasing agent shall perform informal solicitations for the purchases of supplies and equipment (unrelated to a public project) up to \$100,000.

SEC. 4-34. FORMAL SOLICITATION.

The purchasing agent shall perform formal solicitations for the purchases of supplies and equipment (unrelated to a public project) over \$100,000.

SEC. 4-35. PUBLICATION.

Notice inviting bids shall be published either in a newspaper of general circulation, an e-procurement website, and/or by any other method of advertising that is recognized and accepted for public agency purchasing and is consistent with applicable State law. It shall be the responsibility of the purchasing agent to encourage as wide a response as possible from prospective vendors.

SEC. 4-36. NO RESPONSIVE BIDS.

When no responsive bids are received, subject to the department director or city manager's award, the purchasing agent ~~may elect to award and execute a negotiated contract. The purchasing agent~~ is authorized to negotiate for a written bid, and if the bid is for an amount over the city manager's annual authorization, this contract shall be presented to the city council for award, and to the most senior available member of the city council for execution.

SEC. 4-37. RECEIPT OR REJECTION OF BIDS.

(A) The city may accept a bid or proposal on the basis of the lowest bid or the best value.

(B) If two or more bids received are for the same total amount or unit price, the city may accept the one it chooses on the basis of the lowest bid made by negotiation or the best value.

(C) The purchasing agent may at any time reject all bids.

SEC. 4-38. PURCHASE ORDERS AND CONTRACTS.

(A) Any supplies and equipment over \$5,000 per vendor per fiscal year shall be made only by a purchase order or contract.

(B) Every purchase order or contract shall be awarded either to the most responsive, responsible bidder, or to the bidder offering the best value.

SEC. 4-39. PURCHASE ORDERS PURSUANT TO CONTRACT.

Where a contract has been awarded, the ~~purchasing agent~~department director and city manager each may award, and the purchasing agent may execute, any purchase order thereto that, collectively with all other purchase orders, does not exceed the total contract value.

SEC. 4-40. CHANGE ORDERS.

The ~~purchasing agent~~department director and city manager each may approve, and the purchasing agent may execute, any change order to a purchase order or contract that, collectively with all other change orders on the project, does not exceed the contract plus contingency amount, if any, previously approved for the purchase or lease of supplies or equipment.

SEC. 4-41. URGENCY.

Sections 4-31 through 4-37 shall not apply to a situation that, at the city manager's discretion:

(A) Does not permit obtaining price quotations or bids; and

(B) Public interest and necessity demand the immediate expenditure of public money to avoid harm to or to safeguard life, health or property, or to mitigate severe economic expenses.

ARTICLE IV. TRADE AND PROFESSIONAL SERVICES

SEC. 4-50. APPLICABILITY.

This article shall not apply to trade or professional services associated with a public project.

SEC. 4-51. [RESERVED FOR LIVING WAGE POLICY]

SEC. 4-52. BIDS OR PROPOSALS REQUIRED.

(A) Except when the service can be obtained from only one source, or when the purchasing agent determines that obtaining price quotations, bids and proposals is not in the city's best interest, at least three written price quotations, bids or proposals shall be obtained for all trade or professional services that collectively cost over \$5,000 per vendor or consultant, per fiscal year. The purchasing agent shall use his/her discretion if price quotations, bids and proposals should not or cannot be obtained.

(B) The ~~purchasing agent and the~~ director of each department and city manager each may procure, without public bidding, trade or professional services that collectively cost up to \$5,000 per vendor or consultant, per fiscal year.

SEC. 4-53. BRAND AND TRADE NAMES.

(A) A request for quotations, bids or proposals regarding a service shall not be drafted calling for designated supplies and equipment by specific brand or trade names to be used in providing that service, unless immediately followed by the words "or equal" so that bidders or proposers may furnish any equal supplies or equipment in providing that service. A request to substitute equivalent supplies or equipment must follow the process outlined in section 4-22, and the burden of proof is likewise on the bidder or proposer as explained in that section.

(B) Subsection (A) is not applicable if any exemption listed in section 4-22 applies.

SEC. 4-54. INFORMAL SOLICITATION.

The purchasing agent shall perform informal solicitations for the purchase of trade and professional services (unrelated to a public project) up to \$100,000.

SEC. 4-55. FORMAL SOLICITATION.

The purchasing agent shall perform formal solicitations for the purchase of supplies and equipment (unrelated to a public project) over \$100,000.

SEC. 4-56. PUBLICATION.

Notice inviting bids or proposals shall be published either in a newspaper of general circulation, an e-procurement website, and/or by any other method of advertising that is recognized and accepted for public agency purchasing and is consistent with applicable State law. It shall be the responsibility of the purchasing agent to encourage as wide a response as possible from prospective vendors or consultants.

SEC. 4-57. RECEIPT OR REJECTION OF BIDS OR PROPOSALS.

- (A) The city may accept a bid or proposal on the basis of the lowest bid or the best value.
- (B) In the case of bids for price only, if two or more bids received are for the same total amount or unit price, the city may accept the one it chooses on the basis of the lowest bid made by negotiation or the best value.
- (C) The purchasing agent may reject all bids or proposals.

SEC. 4-58. CONTRACTS.

- (A) Any trade services over the amount listed in Cal. Labor Code, Section 1771, as may be amended from time to time, per vendor, per fiscal year, shall be made only by contract. Every contract shall be awarded either to the most responsive, responsible bidder, or on the basis of demonstrated competence and on the qualifications necessary for the satisfactory performance of the services.
- (B) Any professional services over \$5,000 per consultant, per fiscal year, shall be made only by contract. Every contract shall be awarded on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services.

SEC. 4-59. TASK ORDERS.

The ~~purchasing agent~~department director and city manager each may approve, and ~~the purchasing agent may~~ execute, any task order that, collectively with all other task orders, does not exceed the total contract value previously approved for the trade or professional service.

SEC. 4-60. CHANGE ORDERS.

The ~~purchasing agent~~department director and city manager each may approve, and ~~the purchasing agent may~~ execute, any change order to a contract that, collectively with all other change orders related to that contract, does not exceed the contract plus contingency amount, if any, previously approved for this procurement. Once the contract plus contingency amount is met, any further change orders shall be submitted for approval by the city council.

SEC. 4-61. URGENCY.

Unless otherwise required by law, sections 4-52 through 4-57 shall not apply in a situation in which, at the city manager's discretion:

- (A) Does not permit obtaining price quotations, bids or proposals; and

(B) Public interest and necessity demand the immediate expenditure of public money to avoid harm to or to safeguard life, health or property, or to mitigate severe economic expenses.

ARTICLE V. ADDITIONAL PROCEDURES

SEC. 4-70. REGULAR REPORTING.

Each department shall provide the purchasing agent with an annual report, listing all procurements awarded ~~and/or executed~~ by that department within that reporting period.

SEC. 4-71. SMALL LOCAL BUSINESS PURCHASING PREFERENCE PROGRAM.

(A) In cases where the city code requires a written competitive bid for the purchase of goods or services, in determining the lowest responsible bidder, when responsibility and quality are equal, a credit in a percentage of the bid submitted by the lowest responsible bidder meeting specifications shall be given to a bidder that meets the definition of a “small local business” in this chapter as follows: 5% of the amount up to \$500,000; 4% of the amount between \$500,001 and \$750,000; 3% of the amount between \$750,001 and \$1,000,000; 2% of the amount between \$1,000,001 and \$1,250,000 and 1% of the amount between \$1,250,001 and \$1,500,000. For example, if the lowest responsible bid is \$1,000,000, the preference would be \$42,500 ($\$500,000 \times .05 + \$250,000 \times .04 + \$250,000 \times .03$). The preference applies to all contracts, including contracts over \$1,500,000, but the amount of the preference is limited, as provided herein, so that the maximum preference is \$50,000.

(B) As an alternative to the employment requirements described in the definition of a “small local business,” and only with respect to trade services or construction contracts to perform for which the contractor intends to hire employees or to subcontract, a contractor submitting a bid shall satisfy the resident employment requirements for obtaining preference as follows. With the submission of its bid, the contractor shall submit a certification, under penalty of perjury, that it has verified its own proposed employee base for performance of the contract and confirmed with all subcontractors providing bids used to formulate the contractor's bid, all of whom have subcontracted with or will subcontract with the contractor, that at least 50% of the labor hours devoted to performance of the contract will be provided by residents of the city. During or within one year after performance of the contract, the city manager shall have the right to audit all the contractor's records to confirm the accuracy of the contractor's certification. The contractor shall provide to the city all documents (including subcontractors' records) appropriate to perform such an audit. Should it be determined, after such audit by the city manager, that the requirements of this subsection have not been met, or should the contractor not upon request provide documents sufficient for the audit required by this subsection to be performed, the contractor shall be required to pay upon demand to the city the entire amount of any preference granted, which amount may be withheld from any payment otherwise due the contractor. The foregoing is in addition to any other

consequences that may be imposed upon the contractor for violation of the provisions of a city ordinance. The city manager's determination under this subsection may be reviewed pursuant to sections 1-55 et seq. of the city code.

(C) Subject to review by the city manager, the requirements to obtain a small local business preference may be established by submission with the bid of certification, under penalty of perjury, that the business meets such requirement, including a list showing all employee addresses, and affirming that the employees have granted permission for the use of their addresses.

(D) The city manager shall determine whether a business is a small local business under this section, including whether the principal office of the business is in the city, and whether employees are residents of the city. The city manager's determination shall be final and not appealable under any provision of the city code, except for the determination described in subsection (B) of this section.

(E) The city manager may adopt, or instruct the purchasing agent to adopt, such regulations, applications and forms as the city manager determines are appropriate to implement the provisions of this section.

(F) The provisions of this section shall not apply when the small local business preference described herein is contrary to or precluded by requirements of State or federal law, or contrary to or precluded by requirements of a State or federal funding source or program providing assistance to the city for the particular project.

(G) In addition to any other consequence that may be imposed for violation of a city ordinance, the city manager may prohibit a business entity that he/she determines has falsely claimed to be a small local business from bidding on city contracts for a period of up to five years. The city manager's determination may be reviewed pursuant to sections 1-55 et seq. of the city code.

SEC. 4-72. ANNUAL AUTHORIZATION.

(A) Other than for the rental, lease or license of real property, a contract related to an exemption listed in section 4-5, or public projects listed in sections 4-12 and 4-13, department managers may award any procurement contract or purchase order up to an annual authorization in the amount of \$50,000.

(A)(B) Other than for the rental, lease or license of real property, a contract related to an exemption listed in section 4-5, or public projects listed in sections 4-12 and 4-13, department directors may award any procurement contract or purchase order up to an annual authorization in the amount of \$100,000.

~~(B) Other than for the rental, lease or license of real property or a contract related to an exemption listed in section 4-5, the purchasing agent may award and execute any procurement contract or purchase order up to an annual authorization in the amount of \$100,000.~~

~~(B—C)~~ Other than for the rental, lease or license of real property or a contract related to an exemption listed in section 4-5, the city manager may award ~~and execute~~ any procurement contract or purchase order up to an annual authorization in the amount listed in Cal. Pub. Con. Code, Section 22032(b), as may be changed from time to time.

(A) ~~(D)~~ Other than for the rental, lease or license of real property or a contract related to an exemption listed in section 4-5, the purchasing agent may execute any procurement contract, purchase order or amendment awarded by a department manager, department director or the city manager.

~~(C)~~(E) Any amendment that, collectively with the original purchase order or contract and all amendments thereto, does not exceed an individual's annual authorization may be approved ~~and executed~~ by him or her.

~~(D)~~(F) If an individual has authority to award a purchase order or contract, he/she has the authority to amend such purchase order or contract, provided the total amount of that purchase order or contract, and all amendments thereto, does not exceed his/her annual authorization.

~~(E)~~(G) The purchasing agent may terminate any purchase order or contract for procurement.

~~(F)~~(H) It shall be unlawful to split or separate into smaller purchase orders or contracts any procurement for the purpose of evading the provisions of this chapter.

SEC. 4-73. APPROVAL AS TO FORM.

All purchase orders, contracts, amendments, task orders, change orders and terminations shall be approved as to form by the city attorney.

SEC. 4-74. CONTRACT TERM.

The city may enter into a contract for a term consistent with the industry standard term for that particular supply, equipment or service.

SEC. 4-75. IMMEDIATE NEED.

Other than for public projects, if the city council is not in session, or if there exists in the view of the purchasing agent an immediate need to do so, a purchase order, contract (including, but not limited to, a lease or license), change order or task order that otherwise would be submitted to the city council may be approved jointly by the city manager and the most senior available member of the city council, as executed by the purchasing agent. The city manager shall place the jointly executed document on the agenda for ratification at one of the next three regular city council meetings. Any document that is jointly approved in this way shall contain a provision that the authority to perform work under that document will automatically terminate on the date that ratification is denied, if it is.

SEC. 4-76. REAL PROPERTY.

The purchasing agent may award and execute up to an annual authorization of \$50,000, and the city manager may award and execute up to an annual authorization of \$100,000, any contract for the rental, lease or license of real property for periods of time not to exceed three years.

SEC. 4-77. CREDIT CARDS.

City staff may use city-issued credit cards to pay for supplies and equipment purchased for the city and for city-related training and travel. The purchasing agent shall develop and maintain a procurement card manual for the issuance, oversight, and use of such credit cards.

ARTICLE VI. SALE OF SUPPLIES, EQUIPMENT AND SERVICES

SEC. 4-80. SALE OF SUPPLIES, EQUIPMENT AND SERVICES.

(A) The purchasing agent may sell, trade or otherwise dispose of supplies and equipment that are no longer used or have become obsolete or worn out, including awarding and executing contracts to sell, trade in or otherwise dispose of such supplies and equipment.

(B) The city manager may award and execute contracts to provide city staff's trade or professional services to another entity.

REVISIONS TO THE CITY'S PROCUREMENT ORDINANCE

Presentation to City Council

Mark Sewell, Assistant Chief Financial Officer

April 19, 2022

That the City Council introduce an amendment to the City's Procurement Ordinance in preparation for launch of the Core Financials phase of Tyler Munis.

- Defines Rules for all City Procurement.
 - Adopted June 19, 2018.
- Recommendation to Amend Signature Authority
 - To Align with Municipal Best Practices
 - To Align with New, Modern System Functionality
- Amend the Purchasing Agent's approval authority for annual dollar limit per vendor from \$100,000 to \$0.
- Amend City Department Manager approval authority for annual dollar limit per vendor from \$0 to \$50,000.
- Amend the City Department Director approval authority from annual dollar limit from \$5,000 to \$100,000.

Approval Authority for Contracts/Purchase Orders/Change Orders/ Task Orders Other Than for Real Property

Annual Limit Per Vendor Per Fiscal Year / Citywide		
<u>Position</u>	<u>Current</u>	<u>Recommended</u>
Department Director	\$5,000	\$100,000*
Department Manager	\$0	\$50,000
Purchasing Agent**	\$100,000	\$0
Public Works Director (Public Projects)	\$100,000	\$100,000
City Manager	\$200,000	\$200,000
City Council	>\$200,000	>\$200,000

* Except public projects (construction); that is only for the Public Works Director

** Purchasing Agent will execute to be included in **all** procurement approvals ensuring compliance to policies.

- Opportunity to Update existing Ordinance to Leverage ERP.
 - Centralized Purchasing
 - Electronic Cross Functional Approval Processes
 - System Audit Logs Track all Actions
 - Electronic Document Storage and Retrieval
 - Automated Budget Checking
 - Enhanced Consolidated Vendor / Transaction Reporting
- Transfer approval of the use of City funds to the operating departments that are responsible for service delivery to the community.
- Increased Operational Efficiency
 - Automated Budget Checking, Electronic Approval Routing

That the City Council introduce an amendment to the City's Procurement Ordinance in preparation for launch of the Core Financials phase of Tyler Munis.



QUESTIONS?