

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](http://www.oxnard.org).



**AMENDED AGENDA**  
**(Amended 6/26/19: Item K-6)**

OXNARD CITY COUNCIL  
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY  
OXNARD FINANCING AUTHORITY  
OXNARD HOUSING AUTHORITY  
Council Chambers, 305 West Third Street  
July 2, 2019  
**Closed Session - 4:30 PM**  
**Regular Meeting - 6:00 PM**

A. ROLL CALL/POSTING OF AGENDA

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

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))  
(City Council)  
Name of case: Green Energy Holdings, LLC; Auto Fuels, Inc. v. City of Oxnard, et al.  
Ventura County Superior Court, Case Nos. 56-2015-00470344-CU-EI-VTA; 56-2018-00512103-CU-MC-VTA
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code section 54956.9(d)(2))  
(City Council)  
Based on existing facts and circumstances, there is significant exposure to litigation against the City in two potential cases.
3. PUBLIC EMPLOYEE ANNUAL PERFORMANCE EVALUATION (Government Code section 54957)  
Title: City Manager  
The City Attorney requested that this item be discussed in closed session under the Brown Act exception of Government Code section 54957(b)(1) (public employee performance evaluation).

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: (Staff Presentation / Council Discussion / Public Comment)**

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**D. OPENING CEREMONIES (6:00 PM)**

Pledge of allegiance to the flag of the United States.

**E. CEREMONIAL ITEMS**

1. SUBJECT: Presentation of Donation From Pangasinan Association of Ventura County to Improve Bus Stops/Shelters in Oxnard.
2. SUBJECT: Recognition of Outgoing Citizen Advisory Group (CAG) Members.
3. SUBJECT: Presentation of a Proclamation Designating the Month of July, 2019 as "Parks and Recreation Month."

**F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA**

At this time, the legislative body will consider public comments for a maximum of thirty minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker cards will not be accepted after the beginning of the general public comment period. Based on the number of speaker cards submitted, the presiding officer may impose time limits per speaker. Typically, speakers are limited to three minutes, but shorter time may be established as deemed necessary. A person not able to address the legislative body at this time because the thirty minutes expires may do so just prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take 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. City Clerk Department**

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the June 18, 2019 regular meeting as presented.

Legislative Body: City Council

Contact: Michelle Ascencion, (805) 385-7805

**2. Community Development Department**

SUBJECT: Fourth Amendment to Agreement with HdL Companies for Cannabis Management Services.

RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute a Fourth Amendment to Agreement No. 7748-17-FN with Hinderliter, de Llamas and Associates ("HdL") to increase the amount of the Agreement from \$551,250 to \$666,350 which includes Sales Tax and Economic Analysis, Allocation Audit and Recovery, and Cannabis Fiscal Analysis and Taxation Strategies consulting services; and
2. Approve the appropriation of \$115,100 for the Fourth Amendment to Agreement No. 7748-17-FN with Hinderliter, de Llamas and Associates, which is recoverable through the Cannabis Business Permit Fee.

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

**3. Finance Department**

SUBJECT: Public Safety Property Tax Assessment FY 2019-20.

RECOMMENDATION: That the City Council adopts a resolution establishing the FY 2019-20 tax rates on property in the City of Oxnard for the payment of voter-approved obligations related to public safety pensions.

Legislative Body: City Council

Contact: Kevin Riper, (805) 385-7475

**4. Housing Department**

SUBJECT: Award of contract to Continental Flooring Company to replace flooring at the Felicia Court public housing site.

RECOMMENDATION: That the Housing Authority of the City of Oxnard Board of Commissioners approve and authorize the Chairman to execute Agreement No. A-8146, a firm-fixed price contract in the amount of \$376,372 with Continental Flooring Company.

Legislative Body: Housing Authority Board

Contact: Emilio Ramirez, (805) 385-8094

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5. Information Technology Department

SUBJECT: Hazard Mitigation Grant Program application for City Hall backup generator.

RECOMMENDATION: That the City Council adopt a resolution authorizing the City Manager to submit an application for \$600,000 in California Office of Emergency Services (Cal OES) Hazard Mitigation Grant Program (HMGP) grant funds, to be used for a backup generator to power City facilities at 300 West 3rd Street. (Project would require a \$200,000 city match.)

Legislative Body: City Council

Contact: Keith Brooks, (805) 385-7597

6. Public Works Department

SUBJECT: Award Contract A-8145 to GI Endurant, LLC for OWTP Cogeneration Engine Refurbishment Phase II.

RECOMMENDATION: That City Council:

1. Award and authorize the Mayor to execute Agreement A-8145 to GI Endurant, LLC in the amount of \$499,632 for the Oxnard Wastewater Treatment Plant Cogeneration Engine Refurbishment Phase II, Project PW 19-42;
2. Approve \$49,963 for Project contingency for the Oxnard Wastewater Treatment Plant Cogeneration Engine Refurbishment Phase II, Project PW 19-42;
3. Approve \$49,963 for engineering, inspection, survey and project management for the Oxnard Wastewater Treatment Plant Cogeneration Engine Refurbishment Phase II, Project PW 19-42; and
4. Approve an appropriation of \$599,558 to the Oxnard Wastewater Treatment Plant Cogeneration Rehabilitation, Project No. 186610.

(Public Works and Transportation Committee approved 3-0)

**NOTE:** This staff report has been revised from the June 11, 2019 Committee staff report to address changes in account balances and funding being requested.

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

L. PUBLIC HEARINGS1. Community Development Department

SUBJECT: Establishment of Fees for Cannabis Related Land Use Permits. (15/15/15)

RECOMMENDATION: That the City Council hold a public hearing on the proposed cannabis permit fees, and adopt a resolution establishing new fees for the services identified in the attachment to the resolution.

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

2. Community Development Department

SUBJECT: PZ No. 19-580-02 (Zone Text Amendment) - An Amendment to Chapters 11 (Permits) and 16 (Zoning) of the Oxnard City Code Pertaining to the Permitting and Development of Firearm Ranges and Businesses Engaged in the Sale of Firearms and Ammunition. (15/20/25)



RECOMMENDATION: That the City Council approve for first reading (by title only, waiving further reading) an ordinance establishing regulations to address firearm ranges and the sale of firearms and ammunition citywide.

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

## M. REPORTS

### 1. Community Development Department

SUBJECT: Authorization for Wagon Wheel Project to Receive Early Issuance of Quimby Fee Credit for Completed Parks. (10/10/10)

RECOMMENDATION: That City Council authorize early issuance of Quimby fee credits for the Wagon Wheel Project for completed and opened parks.

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

### 2. Community Development Department

SUBJECT: 2013-2021 Mid-Cycle Housing Element 2018 Annual Progress Report. (10/10/10)

RECOMMENDATION: That the City Council receive and file a report summarizing the 2018 Annual Progress Report (APR) filed with the Department of Housing and Community Development (HCD) on April 1, 2019.

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

## N. ADJOURNMENT

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

**DATE:** July 2, 2019

**TO:** City Council

**FROM:** Michelle Ascencion, City Clerk, (805) 385-7805, michelle.ascencion@oxnard.org

**SUBJECT:** Approval of Minutes.

**RECOMMENDATION**

That the City Council approve the minutes of the June 18, 2019 regular meeting as presented.

**BACKGROUND**

Not applicable.

**STRATEGIC PRIORITIES**

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016. This agenda item does provide transparency of Council meetings to the public.

**FINANCIAL IMPACT**

There is no financial impact.

**COMMITTEE OUTCOME**

This item did not originate in Committee.

*Prepared by: Michelle Ascencion, City Clerk*

**ATTACHMENTS**

1. Minutes 06.18.2019 CC,HA,PA regular meeting

MINUTES  
 OXNARD CITY COUNCIL  
 Regular Meeting  
 June 18, 2019

A. ROLL CALL/POSTING OF AGENDA

At 5:06 p.m., Mayor Flynn called to order the regular meeting of the Oxnard City Council (concurrently with the Oxnard Housing Authority and Oxnard Parking Authority) in the City Hall Council Chambers, 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Gabriela Basua, Bryan A. MacDonald, Oscar Madrigal, Bert Perello, Mayor Pro Tem Carmen Ramirez, and Mayor Tim Flynn were present; Councilmember Vianey Lopez was absent (arrived at 5:13 p.m.). Housing Commissioner Jose Andrade arrived at 5:53 p.m.; Commissioner Francisco Vega was absent.

Staff members present were Alexander Nguyen, City Manager; Stephen Fischer, City Attorney; Ashley Golden, Assistant City Manager; Shiri Klima, Deputy City Manager; Jeri Cooper, Interim Special Districts Manager; Kevin Riper, Chief Financial Officer; Jeffrey Lambert, Community Development Director; Rosemarie Gaglione, Public Works Director; Elizabeth Rubalcava, Assistant City Clerk; and Michelle Ascencion, City Clerk.

Mayor Flynn announced an amended recommendation on item H-2, that item H-6 is pulled from the agenda, and a minor correction on a resolution for item J-1.

B. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

C. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Keith Allen Valdez (toxins emitted from cell phones) and Larry Barbarine (budget public hearing, freedom of speech, speeding in the Sierra Linda neighborhood, and Wagon Wheel development fees).

D. REPORT OF CITY MANAGER (No report.)

E. CITY COUNCIL REPORTS

Councilmember Lopez reported on taking a recent tour of the women's and children's shelter, Gabriel's House.

Councilmember Perello commented on the Vineyard Avenue resurfacing project, the recent passing of Dr. Charles Hair, the Wagon Wheel development, and the budget adoption process.

Mayor Pro Tem Ramirez reported on attending the recent Juneteenth celebration and a recent Carnegie Art Museum event.

Councilmember Madrigal reported on the recent East Village neighborhood meeting, the Juneteenth celebration, a Carnegie Art Museum event, services for Sarah Luna, the Knights of Columbus Public Safety Night, the Recreation Department's Funfest event, upcoming Relay for Life events and a Downtown meeting, and recent high school graduations.

Mayor Flynn announced an upcoming fundraiser for the Vietnam Veterans of Ventura County.

Councilman MacDonald announced the Oxnard Peace Officers Association's upcoming "Tip a Cop" fundraiser for Special Olympics.

F. REVIEW OF INFORMATION/CONSENT AGENDA

Item H-2 was briefly discussed. The Mayor announced there was an amendment to the recommendation for item H-2, and that item H-6 is removed from the agenda.

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

H. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.  
RECOMMENDATION: That the City Council approve the minutes of the June 4, 2019 regular meeting and the June 5, 2019 special meeting as presented.

City Clerk Department

2. SUBJECT: Appointment of Citizen Advisory Group ("CAG") Member.  
RECOMMENDATION: [AMENDED] That the Mayor, with the concurrence of the City Council, appoint Mayor Pro Tem Ramirez's nominee to the Commission on Homelessness and Mayor Flynn's nominee to the Community Relations Commission.

Community Development Department

3. SUBJECT: Planning and Zoning Permit No. 18-680-02 (Mills Act Agreement-Henry T. Oxnard-Landmark No. 161), Barbara A. Grant House at 225 South F Street. Filed by Barbara Anne Grant, Trustee on behalf of 225 S. F St Revocable Trust.  
RECOMMENDATION: That the City Council approve a recommendation by the City of Oxnard Cultural Heritage Board and the Housing and Economic Development Committee to authorize the Mayor to execute a Mills Act Contract (Agreement No. A-8139) with Barbara Anne Grant, Trustee on behalf of Property Owner (225 S. F St Revocable Trust) to maintain and preserve a historic property located at 225 S. F Street (Oxnard-Landmark No. 161). (Housing and Economic Development Committee approved 2-0)
4. SUBJECT: Award of Trade Services Agreement for New Custodial Services for Oxnard Transit Center (OTC).

RECOMMENDATION: That the City Council:

1. Award of a trade services agreement to Joranda Marketing Inc. doing business as (dba) Jan-Pro Central Coast in the amount of \$375,000 for three years of custodial services at the Oxnard Transit Center at 201 E. Fourth Street (Agreement No. 8646-19-CD); and
2. Approve the appropriation of \$9,790 from TDA Transportation Fund 213 to fund the trade services agreement for the balance of the fiscal year 2018-2019.  
(Public Works and Transportation Committee approved 3-0)

5. SUBJECT: Planning & Zoning Permit No. 19-580-03 (Zoning Text Amendment - ZTA) – Amendments to Chapters 11 and 16, of the Oxnard City Code (OCC) Pertaining to Manufacturing, Testing, and Distribution of Cannabis.

RECOMMENDATION: That the City Council approve the second reading by title only and adoption of **Ordinance No. 2960** of the City Council of the City of Oxnard adding Article XVI to Chapter 11 and amending Chapter 16 of the Oxnard City Code to permit cannabis manufacturing, testing, and distribution.

Human Resources Department

6. SUBJECT: Memorandum of Understanding for Property Insurance Coverage with CSAC-EIA.  
(This item was pulled from the agenda.)

Police Department

7. SUBJECT: Enterprise Fleet Management Agreement.  
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a three-year agreement with Enterprise Fleet Management, Inc. (Contract number A-8136) along with the Master Equity Lease Agreement for vehicle leasing with Enterprise FM Trust for detective and support staff vehicles in an amount not to exceed \$675,000. (Public Safety Committee approved 3-0)

Public Works Department

8. SUBJECT: Agreement for Consulting Services at the Santa Clara Landfill Located at River Ridge Golf Course.  
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the Fourth Amendment to Agreement No. 7167-15-CM with Ventura Regional Sanitation District extending the term to June 30, 2020, and increasing the amount by \$102,568.00 for a total of \$520,783.91 for monitoring and reporting for the closed Santa Clara Landfill.
9. SUBJECT: Notice of Completion - Police Station Roof Replacement Project.  
RECOMMENDATION: That the City Council receive an update following a Notice of Completion for the Police Station Roof Replacement Project recorded on April 22, 2019.
10. SUBJECT: Notice of Completion - Storm Drain Catch Basin Excluders Project.  
RECOMMENDATION: That the City Council receive an update following a Notice of Completion for the Storm Drain Catch Basin Excluders Project recorded on April 22, 2019.

11. SUBJECT: Budget Appropriation to Leverage Grant Funding for Dead Tree Removal.  
RECOMMENDATION: That the City Council approve a budget appropriation in the total amount of \$376,250, including \$87,500 from Measure O funds to be used to leverage \$288,750 from grant funds for dead tree removal (called the “Tree Mortality Event Response”). (Public Works and Transportation Committee approved 3-0)
12. SUBJECT: Hazard Mitigation Grant Program Application Resolutions.  
RECOMMENDATION: That City Council adopt **Resolution No. 15,235 and Resolution No. 15,236** authorizing the City Manager to submit applications for \$15,750,000 in grant funds to the California Governor’s Office of Emergency Services (Cal OES).

*It was moved by Councilmember Perello, seconded by Mayor Pro Tem Ramirez, to approve the Information/Consent items as presented, with the stated amendments (item H-2 amended recommendation, item H-6 removed). VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, and Ramirez voted in favor; Perello abstained on item H-8, due to his appointment to the Ventura Regional Sanitation District Board. The motion carried 6-0-1 on item H-8, and 7-0 on the remaining items (excluding item H-6).*

## J. REPORTS

### City Manager Department

2. SUBJECT: Exclusive Negotiation Agreements between the City of Oxnard and Clear Channel Outdoor, LLC and between the City of Oxnard and Outfront Foster Interstate, LLC, both regarding potential digital billboard sites on City-owned property and rights-of-way along U.S. Highway 101.  
RECOMMENDATION: That the City Council authorize the Mayor to:
  1. Execute the Exclusive Negotiation Agreement between the City of Oxnard and Clear Channel Outdoor, LLC regarding potential digital billboard sites on City-owned property and rights-of-way on the north side of U.S. Highway 101 between Rose Avenue and Del Norte Boulevard and the south side of U.S. Highway 101 between Vineyard Avenue and Rice Avenue; and
  2. Execute the Exclusive Negotiation Agreement between the City of Oxnard and Outfront Foster Interstate, LLC regarding potential digital billboard sites adjacent to RiverPark Boulevard near Vineyard Avenue (APNs 132-003-301; 132-031-106; and 132-031-107) and City-owned property and right-of-way on the north side of U.S. Highway 101 the Santa Clara River and Rose Avenue.

The Assistant City Manager gave a report. Written comments were received from Irene Rauschenberger. Discussion ensued among the Council and staff. Public comments were received from Tom Garcia, Gabriel Teran, and Pat Brown.

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

The Council took a brief recess at 5:56 p.m.; the meeting resumed at 6:07 p.m.

## I. PUBLIC HEARINGS

### Public Works Department

1. SUBJECT: Adoption of Resolution to Levy the Fiscal Year 2019-20 Assessments in Mandalay Beach Maintenance District (MAD 4).  
RECOMMENDATION: That the City Council acting as the legislative body for the Mandalay Beach Maintenance District (MAD 4):
  1. Hold a public hearing to receive public testimony regarding the proposed Fiscal Year 2019-2020 assessments for the Mandalay Beach Maintenance District; and
  2. Adopt **Resolution No. 15,237** fixing the special assessments in the Mandalay Beach Maintenance District for Fiscal Year 2019-2020.

The City Clerk announced the affidavit of publication and stated that no written communications had been received. The Interim Special Districts Manager gave a report.

Mayor Flynn opened the public testimony portion of the public hearing. No public comments were received. Without objection, the Council approved closing the public testimony portion of the public hearing. Discussion ensued among the Council and staff.

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

2. SUBJECT: Adoption of Resolution Approving Engineer's Report and Ordering the Levy and Collection of Assessments for the Fiscal Year 2019-2020 Within the City's Landscape Maintenance Districts.  
RECOMMENDATION: That the City Council acting as the legislative body for the City's Landscape Maintenance Districts;
  1. Hold a public hearing to receive public testimony regarding the proposed Fiscal Year 2019-2020 assessments in the City's Landscape Maintenance Districts, and
  2. Adopt **Resolution No. 15,238** approving the Fiscal Year 2019-2020 Consolidated Engineer's Report and ordering the levy and collection of assessments (Attachment 1) for Fiscal Year 2019-2020 within the City's Landscape Maintenance Districts pursuant to the Landscaping and Lighting Act of 1972.

The City Clerk announced the affidavit of publication and stated that no written communications had been received. The Interim Special Districts Manager gave a report. Councilmember Perello announced that he will recuse himself from voting on Landscape Maintenance District #13.

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from Michael Gleason.

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

*It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Lopez, to approve the*



recommended action as presented. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, and Ramirez voted in favor; Perello abstained from voting on Landscape Maintenance District #13 due to a real property conflict of interest. Councilmember Perello and Mayor Flynn commented on the Landscape Maintenance District audit. The motion carried 7-0.

3. SUBJECT: Adoption of Resolution to Levy Waterways Maintenance District Assessments for Fiscal Year 2019-20.

RECOMMENDATION: That the City Council, acting as the legislative body for the Waterways Maintenance Assessment District:

1. Hold a public hearing regarding proposed assessments for the Waterways Maintenance District for Fiscal Year 2019-2020, and
2. Adopt **Resolution No. 15,239** for Fiscal Year 2019-2020 fixing assessments for the Waterways Maintenance District.

The City Clerk announced the affidavit of publication and stated that no written communications had been received. The Interim Special Districts Manager gave a report.

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from Debbie Mitchell.

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

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

## J. REPORTS

### Finance Department

1. SUBJECT: Adoption of Fiscal Year 2019-20 Operating and Capital Improvement Budget.

RECOMMENDATION: 1. That the City Council adopt the following resolutions:

a. **Resolution No. 15,240** of the City Council of the City of Oxnard Approving the City Operating and Capital Improvement Budget for the Fiscal Year 2019-20;

b. **Resolution No. 15,241** of the City Council of the City of Oxnard Amending Resolution Nos. 15205 and 15207, Authorizing Full-Time Equivalent Positions in the City Service Effective July 1, 2019 in Accordance with the Operating and Capital Budget for the 2019-20 Fiscal Year;

c. **Resolution No. 15,242** of the City Council of the City of Oxnard Amending Resolution Nos. 15,204 and 15,206 and Approving the Attached Classification and Salary Schedule Pursuant to Chapter 4 of the City Personnel Rules and Regulations;

d. **Resolution No. 15,243** of the City Council of the City of Oxnard Establishing Financial Management Policies; and

e. **Resolution No. 15,244** of the City Council of the City of Oxnard Establishing an Appropriation Limit for the Fiscal Year 2019-2020; and

2. That the Housing Board of Commissioners adopt **Resolution No. 1314** of the Housing Authority of the City of Oxnard Approving the Housing Authority's Operating Budget for Fiscal Year 2019-2020.

The City Manager gave a report. Discussion ensued among the Council and staff.

Public comments were received from Larry Barbarine, Lisa Cody, Danny Carrillo, Juan Martinez, Dan Pinedo, Luis Guereca, Nidia Bello, M. Hinton, Lauraine Effress, Peggy Rivera, Lucy Cartagena, Marisela Hancock, Adam Vega, Diana Zuniga, Lawrence Stein, Ray Blattel, Angel Garcia, and Pat Brown. Further discussion ensued among the Council and staff.

*It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Lopez, to approve the recommended action as presented. VOTE: Andrade, Basua, Flynn, Lopez, MacDonald, Perello, and Ramirez voted in favor; Madrigal voted against. The motion carried 6-1 (Council resolutions) and 7-1 (Housing resolution).*

The Council took a brief recess at 8:52 p.m.; the meeting resumed at 9:02 p.m.

#### Cultural and Community Services Department

3. SUBJECT: Performing Arts Center Agreement Extension.

RECOMMENDATION: That City Council approves and authorizes the Mayor to execute a fourth amendment of the Agreement (A-5904) between the City and the non-profit Oxnard Performing Arts Center Corporation in an amount not to exceed \$410,000 for the operation, maintenance, and management of the Performing Arts and Convention Center, which includes deposits received for events scheduled through December 31, 2019.

The Assistant City Manager gave a report. Public comments were received from Pat Brown, Zachary Collins, Lawrence Stein, and Gary Blum. Discussion ensued among the Council and staff.

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

#### Community Development Department

4. SUBJECT: Exclusive Negotiation Agreement between the City of Oxnard, the Parking Authority of the City of Oxnard and Madison Park Financial Corporation regarding the Social Security Building (425 South B Street), the 538 South B Street parking lot, and associated parcels in downtown Oxnard.

RECOMMENDATION: That the City Council and the Board of the Parking Authority of the City of Oxnard authorize the Mayor and Chair, respectively, to execute the Exclusive Negotiation Agreement with Madison Park Financial Corporation regarding the Social Security Building (425 South B Street), the 538 South B Street parking lot; and associated parcels in downtown Oxnard (202-010-121, 202-010-122, 202-010-125, 202-010-127, 202-010-129, 202-010-131, 202-010-133, 202-010-135, 202-010-141, 202-010-143, 201-010-510, 201-010-512, 201-010-517, 201-010-519, 201-010-520, 201-010-521, 201-010-522, 201-010-523, 201-010-524 and 201-010-526).

The City Manager announced that he had a conflict of interest for this item and left the room. The Community Development Director gave a report.

Public comments were received from Pat Brown and Lawrence Stein. Discussion ensued among the Council and staff.

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

Public Works Department

5. SUBJECT: Award Agreement with American Golf Corporation to Operate the River Ridge Golf Course.

RECOMMENDATION: That City Council:

1. Approve the fee-for-service management agreement between American Golf Corporation (AGC) and the City of Oxnard (City) for the management, operation and maintenance of River Ridge Golf Club (RRGC) with no General Fund subsidy for a three-year term with options to renew for two additional one-year terms, exercised at the sole discretion of the City, and
2. Exempt the golf course from the City's Living Wage Policy.

(Note: This staff report has been revised from the June 11th Committee staff report to address concerns raised by the public and the Committee.)

(The City Manager previously announced that he had a conflict of interest for this item and remained out of the room.) The Public Works Director, Gene Krekorian of Pro Forma Advisors LLC, the City Attorney, and Tom Frost of American Golf Corporation gave reports.

Public comments were received from Ray Blattel, Teresa Schwelzer, Linda Calderon, Anita Smith, Lawrence Stein, Dan Pinedo, Angel Garcia, Susan Sipes, Lucy Cartagena, Alicia Percell, Aaron Starr, and Tom Garcia. Written comments were received from Lawrence Stein, Lilianna Oustinovskaya, Bruce Shinden, Fred White, and Dave Brooks. Discussion ensued among the Council and staff.

*It was moved by Councilman MacDonald, seconded by Councilmember Perello, to approve Recommendation #1 as presented, but rejecting Recommendation #2, thereby not exempting the golf course from the City's Living Wage Policy. VOTE: Basua, Flynn, Lopez, MacDonald, Perello, and Ramirez voted in favor; Madrigal voted against. The motion carried 6-1.*

N. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 11:18 p.m.

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MICHELLE ASCENCION, CMC  
City Clerk

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TIM FLYNN  
Mayor

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

**DATE:** July 2, 2019

**TO:** City Council

**FROM:** Jeffrey Lambert, Community Development Director, (805) 385-7882, jeffrey.lambert@oxnard.org

**SUBJECT:** Fourth Amendment to Agreement with HdL Companies for Cannabis Management Services.

**RECOMMENDATION**

That the City Council:

1. Approve and authorize the Mayor to execute a Fourth Amendment to Agreement No. 7748-17-FN with Hinderliter, de Llamas and Associates (“HdL”) to increase the amount of the Agreement from \$551,250 to \$666,350 which includes Sales Tax and Economic Analysis, Allocation Audit and Recovery, and Cannabis Fiscal Analysis and Taxation Strategies consulting services; and
2. Approve the appropriation of \$115,100 for the Fourth Amendment to Agreement No. 7748-17-FN with Hinderliter, de Llamas and Associates, which is recoverable through the Cannabis Business Permit Fee.

**BACKGROUND**

HdL was created in 1983 by a former finance director, to help cities get the details of their tax revenue, including assisting with the analysis of the tax reports. Currently HdL provides property tax, sales tax, Transient Occupancy Tax (TOT) audits, Business License audits and software systems, and Cannabis Management Programs. HdL's Cannabis Management Program includes former professional government cannabis policy experts with extensive knowledge related to cannabis. These experts assist local government agencies to implement and manage effective cannabis regulation and taxation options. HdL has been retained by over 400 cities, counties, and special agencies in the State to assist in the development of cannabis related approaches unique to the specific jurisdiction. For cannabis related work, HdL experts work closely with law enforcement, the California Department of Consumer Affairs, the state legislature and other state agencies along with the League of California Cities to resolve local government issues related to the Cannabis Industry. HdL knows the best practices and lessons learned from Colorado and various jurisdictions in California because their experts have helped develop these policies and continue to play a leadership role in the implementation of these programs. HdL has worked with a number of other cities in Ventura County.

Since 1999, HdL has been providing sales tax, property tax and business tax auditing, allocation audit recovery services, and economic analysis services to the city. On April 26, 2018 the City Council adopted a Second Amendment to retain HdL to conduct cannabis fiscal analysis and taxation strategies. On January 4, 2019, the contract with HdL was amended for financial analysis strategies with the Finance Department (“Third Amendment”). The subject Fourth Amendment is for Cannabis Management Services

**ANALYSIS/DISCUSSION**

The City Council was supportive of advancing cannabis regulations. City Council’s general direction pertaining to these types of cannabis operations was as follows:

<b>Cannabis Operations</b>	<b>Number of Establishments "Go Slow" Approach</b>	<b>City Council Feedback and Discussion</b>
Retail Dispensaries	8	Potential support; evaluate in next 6-8 months
Manufacturing	8	General support; develop regulations 4-6 months
Distribution	3	General support; develop regulations 4-6 months
Testing Laboratories	1	General support; develop regulations 4-6 months
Cultivation	2	Potential support; evaluate in next 8-12 months

Due to the City's location within key cannabis markets, as well as central location within Ventura County, HdL anticipates that the City will receive a significant number of applications for all of the above cannabis operations. Consistent with the draft manufacturing, testing, and distribution ordinance considered by the City Council on June 4, permitting of retail and cultivation establishments would generally follow the same permitting process:

HdL's Cannabis Management Services scope of work for all of the cannabis operations would follow these steps:

#### Step 1 (Objective 1) - Application Review and Screening

- Conduct an initial screening of all applications for completeness based upon an objective checklist of required documentation.
- Conduct full review of applications determined complete for processing; including scoring and merit-based ranking.
- Design and conduct interview panel for all applicants that receive passing scores. Facilitate interview panel with internal City cannabis review team. Interviews shall be one hour long, with a half hour between to allow for reaction, discussion and note taking by the panel. Interviews shall be scheduled for successive days, where possible, with 5 interviews per day.

#### Step 2: (Objective 2) - Preparation of Final Report

- Compile all scores from both the application review process and the applicant interviews and shall prepare a final report for the City, which shall inform the final determination of which applicants shall be allowed to submit an application for discretionary permitting.

#### On Going and On Retainer (Objective 3) - Subject Matter Expertise and Technical Assistance

- HdL will shall provide up to 20 hours of general consulting in the form of technical assistance and subject matter expertise to be utilized on an as-needed basis at the City's request. Such assistance may include monitoring of changes to State laws and regulations, understanding of the industry, participation in conference calls, responding to staff inquiries, via phone and email, reviewing staff reports, assisting with responses to inquiries from the public, or other issues yet to be determined as requested by the City.

#### Background Checks (Optional)

- HdL is qualified to provide supplemental background checks for principals and employees of cannabis businesses as part of the application process. The Police Department has requested that this optional task be included in the

HdL scope for business owners. Employee and business owner fingerprinting/live scanning would occur by Oxnard Police Department staff. The City's cannabis regulatory ordinances are currently written to not require background checks of employees at this time.

The process for HdL to review applications and provide the required report (Objectives 1 - 3) is envisioned to take approximately 3 months. The cost of service for HdL's work associated with the fiscal analysis, as well as the subject cannabis management services, can be recovered through a Cannabis Business License fee. The establishment of the associated fee is a Public Hearing on the Council's July 2, 2019 agenda.

## **STRATEGIC PRIORITIES**

This agenda item supports the Economic Development strategy. The purpose of the Economic Development strategy is to develop and enhance Oxnard's business climate, promote the city's fiscal health, and support economic growth in a manner consistent with the city's unique character. This item supports the following goals and objectives:

Goal 1. Create vibrant and economically sustainable commercial, industrial and retail industries throughout the City.

Objective 1a. Focus available resources on a comprehensive effort to promote economic activity in Oxnard, including a marketing program that communicates the City's available resources and assets.

Goal 2. Enhance business development throughout the City.

Objective 2a. Develop a strong citywide economy which attracts investment, increases the tax base, creates employment opportunities, and generates public revenue.

Objective 3a. Maximize funding sources.

Objective 3b. Set rates and fees to fully recover cost.

## **FINANCIAL IMPACT**

In November 2018, the Oxnard City voters approved a cannabis business tax. The tax imposes a commercial cannabis tax effective January 1, 2019. The percentage of tax varies from 2019, to 2020, to 2022 between 2.5%, to 3%, to 4% depending upon the type of cannabis operations.

### Retailers

HdL indicates that estimates for cannabis retail sales are a function of cannabis use within the Oxnard customer area. Based on percentage of the population that uses cannabis, the average purchase amount and frequency, we come up with a midpoint estimate of \$21,318,336 in gross receipts, divided among the number of retailers serving the population. An initial tax rate of 4% would generate \$852,733.

### Manufacturers

HdL has indicated that manufacturers in California, show a range of gross receipts from around \$1 million to over \$5 million, with an average in the range of \$2 million to \$3 million. Assuming permitting of the City supported 8 manufacturers, with average gross receipts of \$2.5 million would generate total receipts of \$20 million. Applying a tax rate of 2.5% would generate \$500,000 in annual tax revenues for the City. A rate of 4% would generate \$800,000. HdL indicates that the City is well-positioned between the greatest cannabis supply (Santa Barbara) and the greatest demand (the LA basin) and could attract and support between 6 and 12 manufacturers.

### Distributors

Cannabis distributors are a recent construct of law in California, and the business model is still developing. While there is not yet an abundance of data, pro formas reviewed by HdL indicate average gross receipts of \$2.5 million. It is estimated that 3 free-standing distributors (as opposed to cultivators or manufacturers that self-distribute their own

product) could generate gross receipts of \$7.5 million. Applying a tax of 2% would generate \$150,000 in annual revenue for the City. A rate of 3% would generate \$225,000. HdL indicates that the City is well-positioned between the greatest cannabis supply (Santa Barbara) and the greatest demand (the LA basin) and could attract and support 3 or more distributors.

#### Testing Labs

Review of pro formas indicate approximately \$2 million in annual gross receipts for cannabis testing laboratories. Applying a 1% tax rate to a single testing laboratory would generate \$20,000 in annual revenue for the City, and a tax rate of 2.5% would generate \$50,000.

The total cost of the amendment is \$115,100, bringing the total contract amount to \$666,350. The proposed increase is related to the Cannabis Management Services, including cannabis application review and selection process. The \$115,100 cost for the services is recoverable through the cannabis business selection and land use permitting process, which this fourth amendment with HdL helps establish. The Cannabis Business Permit Fee is a companion City Council staff report also under consideration by the City Council on July 2, 2019. The Cannabis Business Permit fee includes collection for costs incurred for HdL's services. To cover the cost of the Fourth Amendment, an appropriation is requested in the amount of \$115,100 to Planning Professional Contract Account 101-4101-804-8209, which will be offset with anticipated new revenue from the cannabis fees.

#### **COMMITTEE OUTCOME**

This item did not originate in Committee.

*Prepared by: Kathleen Mallory, Planning & Environmental Services Manager*

#### **ATTACHMENTS**

1. Attachment A - Contract Amendment, and HdL May 10, 2019 Scope of Work - Cannabis Management Services
2. Attachment B - Budget Appropriation



**Agreement No. 7748-17-FN****FOURTH AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES**

This Fourth Amendment ("Fourth Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 2nd day of July, 2019, by and between the City of Oxnard, a municipal corporation ("City"), and Hinderliter, de Llamas and Associates ("Consultant"). This Fourth Amendment amends the Agreement entered into on January 30, 2017, by City and Consultant. The Agreement previously has been amended on April 27, 2017, by a First Amendment, on April 26, 2018, by a Second Amendment, and on January 4, 2019, by a Third Amendment.

City and Consultant agree as follows:

1. Section 1 of the Agreement, Scope of Services, is amended to include the services set forth in Exhibit A-2, attached hereto and incorporated in full herein by this reference.
2. Subsection a of section 14 of the Agreement is amended as follows:
  - a. The figure "\$551,250" is replaced by the figure "\$666,350".
  - b. Exhibit B-2 is attached hereto and incorporated herein by this reference into the Agreement.
3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

**Agreement No. 7748-17-FN**

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

**CITY OF OXNARD****CONSULTANT**

\_\_\_\_\_  
Tim Flynn, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Andrew Nickerson, President

5-29-19

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gary Lott, Chief Operations  
Officer

5/31/19

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Michelle Ascencion  
City Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen M. Fischer  
City Attorney

\_\_\_\_\_  
Date

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

<sup>1</sup> 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

**FOURTH AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES**

## **EXHIBIT A-2 SCOPE OF SERVICES**

Consultant was previously retained to assist the City with a variety of services related to the development and implementation of a cannabis regulatory program and cannabis tax. The City is now seeking additional assistance to review and score applications for cannabis businesses, to conduct applicant interviews, and to compile a final report, with scores and merit-based ranking to inform the final selection process. Services include the following:

### **Objective 1: Application Reviews, Merit-Based Ranking and Interviews**

Consultant will conduct an initial screening of all applications for completeness based upon an objective checklist of required documentation. This initial screening shall allow for some limited discretion in determining whether submitted documents are substantively complete but shall not otherwise consider the quality of the submissions. Applications deemed incomplete will be disqualified and those applicants will not be allowed to submit any supplemental information.

Applications which have been deemed complete will move forward for a full review, including scoring and merit-based ranking. Applicants must provide detailed information on how they plan to meet the required criteria. An applicant's point score shall be based on their demonstrated ability to meet or exceed minimum requirements in each category. Scoring shall be in conformance with the Scoring Rubric included as Attachment A.

Reviews shall include narrative comments that identify both strengths and weaknesses of each application as well as any deficiencies or areas of concern. Reviews shall be adequately detailed to inform the subsequent interview process but shall not contain any recommendations for approval or denial, other than a numerical score.

Proposed actions described in the applications shall be considered binding conditions of any resulting permit. Failure to meet or comply with any such requirements after a permit has been granted may subject the applicant to penalties and/or revocation proceedings.

Consultant will design and conduct an interview panel for all applicants that receive passing scores. The interview panel shall consist of designated City staff, assisted by a subject-matter expert from the Consultant's firm serving as facilitator. Interviews shall be one hour long, with a half hour between to allow for reaction, discussion and note taking by the panel. Interviews shall be scheduled for successive days, where possible, with 5 interviews per day.

### **Objective 2: Preparation of Final Report**

Consultant shall compile all scores from both the application review process and the applicant interviews and shall prepare a final report for the City, which shall inform the final determination of which applicants shall be granted permits.

### Objective 3: Subject Matter Expertise and Technical Assistance

Consultant shall provide up to 20 hours of general consulting in the form of technical assistance and subject matter expertise to be utilized on an as-needed basis at the City's request. Such assistance may include monitoring of changes to State laws and regulations, understanding of the industry, participation in conference calls, responding to staff inquiries via phone and email, reviewing staff reports to the City Council, assisting with responses to inquiries from the public, or other issues yet to be determined as requested by the City.

### Background Checks (Optional)

Consultant is qualified to provide supplemental background checks for principals and employees of cannabis businesses as part of the application process. This service can be provided, if authorized by the City, at an additional cost of \$300 per person for owners or managers, and \$150 per person for line staff. This price includes an employee identification card designed by Consultant with the City logo which will meet all the state regulation requirements.

### Sample Timeline

The City does not currently have an estimate of the number of applications it may receive or the number of permits it may issue, nor does the City have an estimate for when it may be ready to begin accepting applications. The timeline below is intended as a generic example, only, and should not be relied upon for any scheduling purposes. Consultant has provided a hypothetical scenario wherein the City receives 30 applications, of which 20 are invited for interviews.

The sample timeline below assumes the City utilizes Consultant's standard review and interview process as proposed. Any modifications of Consultant's process the City requests or requires may add to this timeline. Any actual timeline would be dependent upon numerous factors, including the number of applications received and existing Consultant staffing commitments.

Sample Timeline	
Week 1	Consultant takes possession of applications, initial screening for completeness
Weeks 2 – 6	Consultant to review applications ( <i>assumes 30 applications</i> )
Week 6	Consultant to report scores and ranking
Weeks 7 – 8	City to mail pass/fail letters. Top applicants invited to interviews.
Week 11	Applicant interviews ( <i>assumes 20 interviews @ 5 per day</i> )
Week 12	Consultant compiles scores and prepares final report to the City

### Additional Services

This scope does not include any additional services that are not specifically enumerated herein. Any such additional reports or documentation that may be requested by the City would be in addition to the costs shown in the table in Exhibit B-2 and shall be billed at Consultant's hourly rate.

The costs and timeline assume that the City will utilize Consultant's standard review and interview process as proposed. Any modifications to this process requested or required by the City may affect the estimated timeline as presented and may be subject to additional charges or modified per-unit rates.

**Conflicts of Interest and Non-Disclosure**

Consultant works solely with public agencies and has no private-sector clients in the cannabis industry. All cannabis business applications will be kept confidential by Consultant and will not be shared internally beyond those Consultant employees who are required to have access for purposes of conducting reviews or interviews or for administrative purposes as necessary.

## Attachment A

### Scoring Rubric for Cannabis Applications

Consultant shall use the following scoring rubric to apply points along an “A, B, or C grade” model:

- If an application contains the minimal substance necessary to address the individual criteria in each category, they will receive a minimum baseline score of 70% or above regardless of the quality of their submission on that category. Essentially, work that is minimally complete will receive a “C” grade.
- If an application meets or exceeds the minimal substance to address the individual criteria in each category, and further provides above-average explanation or documentation that corroborates or supports their responses, they will receive a minimum score of 80% or above; or a “B” for above-average work.
- If an application goes well beyond the minimum substance required to address the criteria in each category, and further provides excellent narrative or documentation that demonstrates a strong understanding of the criteria, the underlying concerns on which those criteria are based, and how to ensure all criteria are addressed, then they will receive a score of 90% or above; or an “A” for excellent work.
- Applications which fail to provide the minimum substance necessary to address the various criteria will be given a score of less than 70%. The exact score will depend upon the degree to which the application failed to address each criteria.
- Each reviewer shall have discretion to apply points within each point range (70%-79%, 80%-89%, 90%-100%) based upon both the specific response to each criteria and upon the quality of the application as a whole. The score for each category may be adjusted downward if the reviewer finds information elsewhere in the application that confuses, belies or contradicts the response on a specific point. Likewise, a score may be adjusted upward if the reviewer finds additional information within the application that further documents, supports or strengthens a response.
- The qualifications of the owners are of critical importance in scoring applications. Consultant will look for applicants to provide demonstrable and verifiable evidence of experience with legal (State licensed and/or locally permitted) cannabis businesses. Where experience with licensed or permitted businesses does not exist (due to the emerging nature of this newly-legal industry), reviewers shall consider the degree to which demonstrated experience with unlicensed or unpermitted businesses may be relevant and applicable to owning or operating a legal business.
- Consultant shall provide a brief written report on each application, which shall include both the overall score, the points awarded for each category, and a narrative of sufficient detail to inform how scores were derived. Each reviewer will document in their review any missing or incomplete information, as well as information or documentation that exceeds minimal requirements. Reviewers’ comments shall reflect both strengths and weaknesses of each application.

## EXHIBIT B-2 COMPENSATION

The services to be provided are broken down into specific line items in the cost table below. The scope includes certain objectives that would be billed as fixed costs and others that would be billed on a per-unit basis. The actual costs would be billed on an invoice basis, based on the number of applications received/reviewed, hours of technical assistance used, and the number of travel days necessary for interviews.

Objective 1 (application reviews and interviews) would be billed on an invoice basis at a per-unit cost of \$3,000 per application, which would be recoverable from the applicant.

Objective 2 (preparation of a final report) would be billed at a fixed cost of \$2,000.

Objective 3 (general consulting) would be billed per-hour, depending on the number of hours used, up to a maximum of 20 hours/\$6,000.

Background checks, if authorized by the City, would be billed per person at a cost of \$300 per owner or manager and \$150 per line staff (the number of persons associated with each application may vary greatly). Any travel costs would be billed at \$600 per day (Consultant will make every effort to minimize the amount of travel necessary).

Scope of Service Objectives	Estimated Cost
<b>Objective 1:</b> Application reviews, scoring, merit-based ranking, interviews and selection process <sup>1</sup>	\$3,000 per applicant
<b>Objective 2:</b> Compile all scores and prepare final report to the City	\$2,000
<b>Objective 3:</b> 20 hours of subject matter expertise and technical assistance to be used by the City on an as-needed basis	\$6,000
<b>Background Checks (Optional):</b> To be conducted as a part of the application review process. Price per person. <sup>1</sup>	\$300 per owner/manager \$150 per line staff
<b>Travel</b> (if and as needed for interviews)	\$600 per day
<b>Example of Cost Structure</b>	
<b>Reviews/interviews</b> (assumes 30 applications at \$3,000 each)	<b>\$90,000</b>
<b>Prepare final report</b> (flat rate)	<b>\$2,000</b>
<b>Technical assistance</b> (assumes 20 hours)	<b>\$6,000</b>
<b>Background Checks</b> (optional; assumes 30 applications at \$450 each)	<b>\$13,500</b>
<b>Travel</b> (assumes 6 days on site; 5 interviews per day)	<b>\$3,600</b>
<b>ESTIMATE OF TOTAL COSTS (not to exceed)</b>	<b>\$115,100</b>
<sup>1</sup> Costs would be directly recoverable from each applicant. All other costs would be apportioned among the number of applicants.	

**REQUEST FOR BUDGET APPROPRIATION - FY19-20**

**Department:** Community Development  
**Project/Program**  
**Manager:** Kathleen Mallory

**Date:** July 2, 2019  
**Phone:** 385-8370

**Reason for Appropriation:**

To appropriate funds for cannabis management services per the Fourth Amendment to Agreement #7748-17-FN with Hinderliter, de Llamas & Associates (HdL), which will be offset with new revenue from cannabis permit fees.

**Accounts and Descriptions****AMOUNT**

**Fund: GENERAL FUND (101)**

**Revenues/Transfers In****Land Use Plan & Env Protc (4101)-(HdL 4th Amend. Cannabis Project No. 20IN01)**

101-4101-555-7349 Cannabis Permit Fees 115,100

Sub-total Revenues 115,100

**Expenditures/Transfers Out****Land Use Plan & Env Protc (4101)-(HdL 4th Amend. Cannabis Project No. 20IN01)**

101-4101-804-8209 Svcs-Other Prof/Contract 115,100

Sub-total Expenditures 115,100

**Net Change to Fund Balance 0**

**Net Appropriation Change 115,100**

**Approvals**

Department Director \_\_\_\_\_

Chief Financial Officer \_\_\_\_\_

City Manager \_\_\_\_\_





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

**DATE:** July 2, 2019

**TO:** City Council

**FROM:** Kevin Riper, Chief Financial Officer, (805) 385-7475, kevin.riper@oxnard.org

**SUBJECT:** Public Safety Property Tax Assessment FY 2019-20.

**RECOMMENDATION**

That the City Council adopts a resolution establishing the FY 2019-20 tax rates on property in the City of Oxnard for the payment of voter-approved obligations related to public safety pensions.

**BACKGROUND**

A special municipal election held on October 23, 1951, authorized the City to enroll its Fire and Police safety employees in the California State Employees' Retirement System (later renamed the Public Employees' Retirement System or PERS) and obligated the City to pay the annual costs of participation in the retirement system. Each year, the City Council adopts a resolution establishing the annual tax rate on property in the City of Oxnard for the payment of voter-approved obligations, which is exempt from the one percent tax limitation established by Proposition 13. This tax is sometimes referred to as the "Carman Override" based upon the California Supreme Court case *Carman v. Alvord*, in which the court ruled that voter approved pension costs constituted debt that could be supported by a tax levy in excess of the one percent maximum allowed by Proposition 13. Only 24 out of 482 cities in California have access to this property tax override. The City has two taxing districts, District I and District IV. District IV consists of property that in December 1969 was annexed to the City, but not into District I. The City's tax rate for the voter-approved obligations only applies to District I. All future annexations into the City now also require annexation into District I, such that the annexed area would be liable for voter-approved indebtedness to the City.

A 2002 court case in the City of Huntington Beach limited costs covered by the tax to the pension benefits in effect when Proposition 13 became effective - July 1, 1978. Costs for increased benefits granted after July 1, 1978, are excluded from the tax calculation.

The City has engaged Bartel & Associates, LLC, to complete an actuarial analysis and estimate the eligible PERS costs for fiscal year 2019-20. The eligible PERS costs related to Police and Fire employees' salaries that can be paid from the proceeds of the public safety tax assessment for FY 2019-20 are estimated at \$14,494,838. Total public safety retirement costs for FY 2019-20 are estimated at \$20,811,185.

The estimated surplus fund balance for the Public Safety Retirement Fund (Fund 119) at June 30, 2019, is \$1,884,743, which will be credited against the required revenue in FY 2019-20 to produce a lower net tax rate. The formula used for determining the credit for FY 2019-20 is as follows:

Beginning fund balance (Fund 119) at July 1, 2018	\$ 1,317,685
Plus: estimated revenue received through June 30, 2019	13,665,883

Less: estimated expenditures for FY 2018-19	<u>(13,098,825)</u>
Total estimated ending fund balance at June 30, 2019	\$1,884,743
Public safety assessment requirement	\$ 14,494,838
Less: estimated fund balance at June 30, 2019	<u>(1,884,743)</u>
Total assessment required for FY 2019-20	<b>\$ 12,610,095</b>

Based upon projected taxable assessed value (AV) for FY 2019-20 of \$20,955,097,370, the total tax rate to generate \$12,610,095 to contribute toward eligible Police and Fire retirement costs is \$0.060177 per \$100 of AV. As an example, for every \$100,000 in assessed value, a property owner will pay \$60.18 compared to \$62.80 in FY 2018-19. (The maximum tax rate for the Public Safety Tax is \$0.076637 per \$100 of AV.) This assessment is a decrease from FY 2018-19 of \$0.002619, or approximately \$2.62 per \$100,000 of AV.

The recommended budget for FY 2019-20 includes approximately 121 Fire and 243 Police positions covered under the voter-approved authorization.

## **STRATEGIC PRIORITIES**

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

## **FINANCIAL IMPACT**

The total estimated retirement cost for FY 2019-20 for 364 public safety employees is \$20.8 million, of which \$14.4 million is the amount eligible to be levied through the public safety tax assessment. Based on an estimated surplus balance at the end of June 2019 for the Public Safety Retirement Fund, the net amount assessed or levied for FY 2019-20 is \$12.6 million, or a tax rate of \$0.060177 per \$100 of AV. The remaining public safety retirement cost of \$6.4 million is budgeted in other operating funds for FY 2019-20, primarily the General Fund.

## **COMMITTEE OUTCOME**

This item did not originate in Committee.

*Prepared by: Donna Ventura, Assistant Chief Financial Officer*

## **ATTACHMENTS**

1. Attachment No 1 - Resolution Property Tax Rate (FY19-20)

## RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD  
ESTABLISHING THE FISCAL YEAR 2019-20 PROPERTY TAX RATE  
FOR VOTER APPROVED OBLIGATIONS

**WHEREAS**, Section 2237.2 of the Revenue and Taxation Code requires that within 90 days of the end of the fiscal year, the City report to the County Controller the tax rate and total revenues expected to be generated in the current fiscal year for voter approved obligations; and

**WHEREAS**, the City's adopted budget for the Fiscal Year 2019-20 appropriates monies required to pay voter approved obligations of the City; and

**WHEREAS**, the total assessed valuation for Fiscal Year 2019-20 was estimated based on Ventura County Auditor-Controller provided assessed valuation of City tax districts for tax rate purposes.

**NOW, THEREFORE**, the City Council of the City of Oxnard hereby determines and resolves that the following amounts of revenue from property taxes are required for the current fiscal year to pay the City's obligation for public safety retirement expenditures:

**Public Safety Retirement Fund**

Total Property Taxes from Current Tax  
Rates on Projected Assessed Values

\$12,610,095

The City Council of the City of Oxnard further resolves that for the purpose of raising such revenue the rates of taxation for the different portions of the City are hereby fixed and taxes are hereby levied on the taxable property in the City for the fiscal year beginning July 1, 2019, in the number of dollars upon each one hundred dollars of the assessed value of the property as assessed by the County Assessor and equalized by the Board of Equalization of the County of Ventura as set forth in the following table. The taxes levied upon property in each portion of the City hereinafter described and designated by a tax district number is at the rate set in the column headed by the tax district number which is prefixed to the description of such portion of the City as hereinafter stated.

**TAX DISTRICT I**

All territory included within the boundaries of the City, as originally incorporated, and all territory annexed to the City by action of the City Council by annexation proceedings, excepting there-from Annexation No. 69-9.

**TAX DISTRICT IV**

All territory annexed to the City by action of the City Council as described in Ordinance No. 1255, adopted November 12, 1969, to become effective December 12, 1969, known and

Resolution No.

Page 2

referred to Annexation No. 69-9 (Rancho La Ribera).

	<b>DISTRICT I</b>	<b>DISTRICT IV</b>
Public Safety Retirement Fund		
Tax Rate Required (Per Mil)	0.060177	-0-
Total Tax District Tax Rates (Per Mil)	0.060177	-0-

The City Council of the City of Oxnard further resolves that the foregoing tax rate is determined to be necessary to provide revenues required for the stated purpose during the period specified; that the City Council does hereby levy this sum on the property in such tax districts for Fiscal Year 2019-20; that in accordance with Government Code Section 36936.1, the City Clerk is instructed to cause this resolution to be published one time in the newspaper within 15 days after adoption; and that the City Clerk is instructed to transmit immediately to the County Auditor a certified copy of this resolution.

PASSED AND ADOPTED this \_\_\_\_ day of July, 2019, by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Tim Flynn, Mayor

ATTEST:

\_\_\_\_\_  
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen M. Fischer, City Attorney



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

**DATE:** July 2, 2019

**TO:** Housing Authority Board

**FROM:** Emilio Ramirez, Housing Director, (805) 385-8094, [emilio.ramirez@oxnard.org](mailto:emilio.ramirez@oxnard.org)

**SUBJECT:** Award of contract to Continental Flooring Company to replace flooring at the Felicia Court public housing site.

**RECOMMENDATION**

That the Housing Authority of the City of Oxnard Board of Commissioners approve and authorize the Chairman to execute Agreement No. A-8146, a firm-fixed price contract in the amount of \$376,372 with Continental Flooring Company.

**BACKGROUND**

On 15 August 2017, the Housing Authority of the City of Oxnard received a Capital Fund grant in the amount of \$1,486,849 from the Department of Housing and Urban Development to improve public housing units. Flooring improvements at the public housing site on Felicia Court is an approved use of funds. In April 2019, the Housing Authority of the City of Oxnard solicited bids seeking to improve the flooring at the public housing site on Felicia Court. Continental Flooring Company submitted the lowest and responsive bid at \$376,372.

**STRATEGIC PRIORITIES**

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

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

Objective 4a. Implement CIP plans.

Objective 4b. Catch up on deferred maintenance for City facilities.

**FINANCIAL IMPACT**

Staff proposes to use the Capital Fund grant from 2017 for this contract as authorized by the Department of Housing and Urban Development. This contract is funded from Housing (Non-City Fund); as such, it has no financial impact to the City's General Fund.

After approval of the flooring contract, the grant will have a remaining balance of \$476,000 which will be spent on an

operating transfer to the projects, and Architectural & Engineering fees for Americans with Disabilities Act compliance. Previous expenditures were spent on fascia repairs at Felicia Court and bond payments.

**COMMITTEE OUTCOME**

As this is a Housing Authority item, this item did not originate in Committee.

*Prepared by: Rhonda Hodge, Housing Finance Officer*

**ATTACHMENTS**

1. Agreement Number A-8146 Capital Improvement Contract

## CAPITAL IMPROVEMENT CONTRACT

Contract No: **A-8146**

Name of Contractor: Continental Flooring Company dba Arizona Continental Flooring Company

Address: 9319 N. 94<sup>th</sup> Way, Suite 1000, Scottsdale, Arizona 85258

Project description: Flooring Replacement Project at Felicia Court (CAL 31-2)

This Capital Improvement Contract (“**Contract**”) is made in Oxnard, California, as of this 2<sup>nd</sup> day of July, 2019 between the Housing Authority of the City of Oxnard, called herein the “**Authority**”, and the above-named contractor (“**Contractor**”) for the construction of the capital improvement project described herein. The parties hereto agree as follows:

1. Type of Contract This contract is a firm-fixed price contract as defined by 2CFR Part 200 and the Department of Housing and Urban Development (HUD) Handbook 7460.8, Rev. 2.
2. Contract Price
  - a. Contractor shall perform the work described in **Exhibit A**, attached hereto and incorporated herein by this reference, Authority shall pay Contractor, as described in **Exhibit B**, attached hereto and incorporated herein by this reference, in full payment for said work, the following sum: **\$376,372**
  - b. The above sum includes all taxes and the costs of any required bonds, required certificates and permit fees.
3. Payment Schedule Authority shall pay Contractor no later than thirty calendar days after Authority accepts Contractor’s invoices and Authority shall make final payment no later than sixty calendar days after Authority has issued and approved a certificate of completion for the work contemplated herein, provided that the Authority may withhold from progress payments an amount equal to 5 percent of the progress payment and may withhold from final payment an amount sufficient to protect the Authority from disputes equivalent to 150 percent of the value of any disputed amount of work.
4. Scope of Work Contractor shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to, and shall perform and complete in a good, safe and workmanlike manner, the work described in Exhibit A.
5. Contract Documents The complete Contract consists of all the following, which are specifically incorporated herein by reference:
  - a. Change Orders

- b. Contract Amendments
  - c. This Contract
  - d. Amendments to HUD Form 5370
  - e. HUD Form 5370 General Conditions for Construction Contracts – Public Housing Programs
  - f. Specifications
  - g. Plans
  - h. Permits
  - i. Contractor's bid proposal and list of subcontractors (if applicable).
  - j. Addenda to Notice Inviting Bids
  - k. The Notice Inviting Bids
  - l. Performance and payment bonds as required by the specifications and applicable law, unless otherwise specified, each such bond shall be 100 percent of the Contract price
  - m. Insurance as required by the specifications and applicable law
  - n. All applicable wage determinations, safety and health regulations, non-discrimination provisions, labor standards, and requirements if the Contract is federally assisted, which includes but is not limited to such items enumerated in the specifications and addenda thereto
6. Indemnity Contractor agrees to indemnify, hold harmless and defend Authority, its Commission, and each member thereof, and every officer, employee, representative or agent of Authority, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Contractor or its agents, employees, Subcontractors, Contractors, and other persons acting on Contractor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Contractor or its agents, employees, subcontractors, consultants and other persons acting on Contractor's behalf would be held strictly liable.



7. Time for Performance

- a. The time limit for the completion of the work is **120 working days** after receipt of the Notice to Proceed.
  - b. Contractor shall not perform any work until the Authority issues a Notice to Proceed. Work will be completed within the time limit specified above and in the Notice to Proceed.
8. Acknowledgement Contractor by signing hereunder acknowledges that he has reviewed all the foregoing documents and agrees with the requirements, conditions and covenants contained therein.

CITY OF OXNARD

CONTINENTAL FLOORING COMPANY  
dba: ARIZONA CONTINENTAL  
FLOORING COMPANY

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Tim Flynn  
Chairman

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Christopher Coleman  
President

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

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Stephen M. Fisher  
Housing General Counsel

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Rhonda Hodge  
Housing Finance Officer

APPROVED AS TO COMPLIANCE:

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Deborah Jones  
Contractor Administrator



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

**DATE:** July 2, 2019

**TO:** City Council

**FROM:** Keith Brooks, Information Technology Director, (805) 385-7597, keith.brooks@oxnard.org

**SUBJECT:** Hazard Mitigation Grant Program application for City Hall backup generator.

**RECOMMENDATION**

That the City Council adopt a resolution authorizing the City Manager to submit an application for \$600,000 in California Office of Emergency Services (Cal OES) Hazard Mitigation Grant Program (HMGP) grant funds, to be used for a backup generator to power City facilities at 300 West 3rd Street. (Project would require a \$200,000 city match.)

**BACKGROUND**

After the Thomas Fire of December 2017, Ventura County was declared a disaster area and federal funds under DR-4407 were made available through CalOES. The City of Oxnard faced various power outages in that fire that affected services to residents and businesses. Recently, the IT Department submitted a notice of interest to CalOES to receive funding for a backup generator. CalOES determined this represented an eligible HMGP activity and invited the City to submit a full application for consideration of the funding. There is a July 5, 2019, deadline to submit this application.

If approved by the Council, this submission would be our official application to receive grant funding for the purpose of purchasing a generator and designing and building a facility to house this generator. CalOES would provide 75 percent of the total project amount, which is \$600,000. The City would have to pay the remaining \$200,000.

The value in having a backup generator system is primarily to ensure that flows of vital data and communications are unrestricted and properly focused on essential needs. Emergency management, as supported by prior and ongoing planning, ensures that the City can function and provide necessary services without disruption during extended power outages.

This project would take approximately 36 months to complete and be operational.

**STRATEGIC PRIORITIES**

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to strengthen and stabilize the organizational foundation of the City in the areas of Finance, Information Technology, and Human Resources, and to improve workforce quality while increasing transparency to the public. This item supports the following goals and objectives:

Goal 1. To help foster a healthy and accountable corporate foundation by strengthening the support functions of the organization, which include Finance, Information Technology and Human Resources.

Objective 1a. Ensure the 128 recommendations outlined in the organizational assessment are implemented through the 3

phased implementation action plans adopted by Council in July, 2015 and provide periodic reports to Council on the status of the implementation plans.

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

Goal 1. Ensure Master plans for all City infrastructure are current, synchronized and consistent with the General Plan.

Objective 1a. Complete the Public Works Integrated Master Plan.

Objective 1b. Develop master plans for other City facilities and vehicles.

## **FINANCIAL IMPACT**

This is a grant application request. The project is expected to cost approximately \$800,000. The City's portion or match of this expenditure will be \$200,000. This appropriation would likely be required in Fiscal Year 2020-21 from the General Fund and would be allocated across all of the City's operating funds. Upon award, staff will return to Council to request the match appropriation.

## **COMMITTEE OUTCOME**

This item did not originate in Committee.

*Prepared by: Gary Krumian, Programmer Analyst*

## **ATTACHMENTS**

1. Application Invitation
2. Grant Resolution

The California Governor's Office of Emergency Services (Cal OES) has received the Hazard Mitigation Grant Program (HMGP) Notice of Interest (NOI) submitted by your agency.

Project Number: DR-4407-0251.  
Subapplicant Name: Oxnard, City of.  
Activity Title: Disaster Recovery Network.  
Federal Share Request: \$600,000.00.  
Required Applicant Match: \$200,000.00.

Your NOI was reviewed by Cal OES staff and determined to represent an eligible HMGP activity.

This email confirms the formal invitation for Oxnard, City of to develop a full subapplication for consideration of HMGP funding.

The project and planning subapplications are available on our website <https://www.caloes.ca.gov/cal-oes-divisions/recovery/disaster-mitigation-technical-support/404-hazard-mitigation-grant-program>

Subapplications must be mailed to Cal OES, postmarked by July 5, 2019.

Subapplications Development and Benefit Cost Analysis (BCA) workshops will be offered at locations throughout California. You will be notified via email of the date(s) and location(s) of the workshop.

Please direct any questions to [HMA@caloes.ca.gov](mailto:HMA@caloes.ca.gov)

## 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 TO THE CALIFORNIA OFFICE OF  
EMERGENCY SERVICES

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 Information Technology Department has requested that City Council approve the submittal of an application to the California Office of Emergency Services (CalOES) for \$600,000 in Hazard Mitigation Grant Program grant funds, to be used for the installation of a backup generator to power City facilities at 300 West Third Street.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of a grant application by the City Manager for installing a backup generator to power City facilities at 300 West Third Street. 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 IT Director or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED THIS 2nd day of July, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Tim Flynn, Mayor

ATTEST:

\_\_\_\_\_  
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen M. Fischer, City Attorney



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

**DATE:** July 2, 2019

**TO:** City Council

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

**SUBJECT:** Award Contract A-8145 to GI Endurant, LLC for OWTP Cogeneration Engine Refurbishment Phase II.

**RECOMMENDATION**

That City Council:

1. Award and authorize the Mayor to execute Agreement A-8145 to GI Endurant, LLC in the amount of \$499,632 for the Oxnard Wastewater Treatment Plant Cogeneration Engine Refurbishment Phase II, Project PW 19-42;
2. Approve \$49,963 for Project contingency for the Oxnard Wastewater Treatment Plant Cogeneration Engine Refurbishment Phase II, Project PW 19-42;
3. Approve \$49,963 for engineering, inspection, survey and project management for the Oxnard Wastewater Treatment Plant Cogeneration Engine Refurbishment Phase II, Project PW 19-42; and
4. Approve an appropriation of \$599,558 to the Oxnard Wastewater Treatment Plant Cogeneration Rehabilitation, Project No. 186610.

**NOTE: This staff report has been revised from the June 11th Committee staff report to address changes in account balances and funding being requested.**

**BACKGROUND**

The Oxnard Wastewater Treatment Plant (OWTP) Cogeneration Engine Refurbishment project is part of the Wastewater Division five year capital improvements program. Power supply to the OWTP comes from two sources - Southern California Edison (SCE) and an on-site cogeneration power facility. The existing cogeneration facility produces up to 35% of the energy necessary to operate the OWTP. The energy budget for the plant is approximately \$1 million per year.

Power is produced at the OWTP facility through three generator (cogen) units installed in 1975. The units produce power from a combination of digester gas (produced on-site) and natural gas purchased off the grid. In addition to providing plant power, heat generated by the cogen units is recovered and used to maintain the operating temperature of the anaerobic digesters.

Because of their age, the units require increased maintenance and have become unreliable. On two occasions in 2017, the OWTP lost SCE power while the cogen facility was off-line due to failures. The SCE power outage and cogen failure caused plant flow to bypass the secondary treatment process resulting in regulatory permit violations.

Two of the existing three cogen engines are currently undergoing the final stages of refurbishment. This contract will be for the second phase overhaul, of the third and final cogen engine. This work will include in-frame overhaul and on-site inspection of the engines and generators.

## **DISCUSSION**

The notice inviting formal bids (NIFB) on the Project was published on April 11, 2019, and all bids were due on April 30, 2019. The NIFB required bidders to be qualified to work on GE Waukesha Engines and Emerson/Kato Generators in order to bid on this Project. Due to the amount of service hours on the cogens, and based on lessons learned from the current cogen refurbishments, this contract includes supplemental work allowance for additional items that may arise once the cogen is being taken apart, such as ignition coils, ignition wiring, and gaskets. The project start date is being delayed to October so that the OWTP can run all three (3) cogenerators through the peak summer months for cost savings. Peak rates are in effect until September 30th.

The cost to replace a cogenerator is at least two times that of refurbishment. Cogeneration service and repair is not very common. It is a specialty type of work, particularly the Waukesha Engines and Emerson/Kato generators. There are only two known contractors within the region that are capable of providing these services. Only one bid was received for this project from GI Endurant, LLC in the amount of \$499,632 and its bid is responsive to the City's NIFB. This bid includes a one (1) year warranty after acceptance. It is unlikely that rebidding the project will result in additional bids due to the specialty of the work.

Following this determination, procurement staff reviewed all documentation received from GI Endurant and its subcontractor. Staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Staff has no reason at this time to believe that either the contractor or its subcontractor is not legally responsible, which means trustworthy and fit and capable to satisfactorily complete the Project. GI Endurant is currently under contract for refurbishment of other cogeneration engines at the OWTP and staff is satisfied with their work. Thus, staff recommends that the City Council award the contract for this Project to GI Endurant, LLC.

Additionally, funds estimated in the amount of \$99,926 are necessary for the completion of the Project. \$49,963 is required for construction contingency (10% of the contract value) and \$49,963 for the cost for engineering services and City staff time (10% of the contract value) to perform engineering, inspection, survey and project management services specific to this project during construction. The total estimated cost of this phase of the Project is \$599,558 (Base bid of \$499,632 + contingency \$49,963 + support services \$49,963).

## **STRATEGIC PRIORITIES**

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

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

## **FINANCIAL IMPACT**

The project will require an appropriation in the amount of \$599,558 for the third and final phase from the Wastewater Operating Fund 621 Fund Balance, which has an FY2018-19 projected ending unassigned fund balance of \$7 million, net of this appropriation request.

## **COMMITTEE OUTCOME**

The Public Works and Transportation Committee approved this item 3-0 on June 11, 2019.

*Prepared by: Tatiana Arnaout, Interim City Engineer*

## **ATTACHMENTS**



1. A-8145 GI Endurant OWTP Cogen PW 19-42
2. PW 19-42 GI Energy Bid Package
3. A-8145 Budget Appropriation

CITY OF OXNARD CONTRACT FOR  
OXNARD WASTEWATER TREATMENT PLANT COGENERATION  
ENGINE REFURBISHMENT PROJECT  
SPECIFICATION NO. PW 19-42

THIS CONTRACT ("Contract") is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and GI ENDURANT, LLC dba GI ENERGY ("Contractor"). Contractor's license number is 1015648.

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

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

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Oxnard Wastewater Treatment Plant Cogeneration Engine Refurbishment Project Specification No. PW 19-42 ("Project"), as described in this Contract and in the incorporated Contract Documents.

3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of four hundred ninety nine thousand six hundred thirty two dollars (\$499,632.00) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "B" and incorporated herein by this reference.

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

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

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

in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.”

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

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

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

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

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

*[signatures continue on following page]*

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

**CITY OF OXNARD**

**GI ENDURANT, LLC dba GI ENERGY**

☒ Tim Flynn, Mayor<sup>1</sup> \_\_\_\_\_ Date \_\_\_\_\_  
☐ Alexander Nguyen, City Manager  
☐ Lisa Boerner, Purchasing Manager  
☐ [name] , Buyer

\_\_\_\_\_  
Thomas Chadwick, Manager<sup>2</sup> \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Greg Grosvenor, Manager \_\_\_\_\_ Date \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:

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

<sup>1</sup> 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.

<sup>2</sup> The City requires the following for any contract:

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

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

**Exhibit INS-G**  
**INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS**  
**(WITHOUT BUILDER'S RISK REQUIREMENT)**

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

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

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

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

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

2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-G. 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. A-8145  
P.O. Box 100085 – OX  
Duluth, GA 30096  
Via Email: [cityofoxnard@ebix.com](mailto:cityofoxnard@ebix.com)  
Via Fax: 678-259-1007

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

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

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

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

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

5/19

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

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

***Endorsement Forms***

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

INS-G.doc

# ACORD CERTIFICATE OF INSURANCE

ISSUE

DATE

(MM/DD/YY)

**PRODUCER**

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

CODESUB-CODE

**COMPANIES AFFORDING INSURANCE COVERAGE**

INSURED

COMPANY

LETTER **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	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <input checked="" type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$2,000,000 PRODUCTS COMP/OP AGG. \$2,000,000 PERSONAL & ADV. INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> 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	<b>EXCESS LIABILITY</b> UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	<b>OTHER</b> Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract				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. A-8145****P.O. Box 100085 – OX****Duluth, GA 30096****Via Email: [cityofoxnard@ebix.com](mailto: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







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

NOW, THEREFORE, we, the undersigned Principal, and \_\_\_\_\_

principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

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

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

Dated: \_\_\_\_\_

“Principal”

“Surety”

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

(Seal)

(Seal)

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



performed thereunder or the Specifications accompanying the same shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

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

Dated: \_\_\_\_\_

"Principal"

"Surety"

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

(Seal)

(Seal)

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

## EXHIBIT B

## CITY OF OXNARD

**BID SHEETS FOR OXNARD WASTEWATER TREATMENT PLANT COGENERATION  
ENGINE REFURBISHMENT PROJECT  
SPECIFICATION NO. PW 19-42**

Bidder's Name: GI ENERGY

To the Honorable Mayor and Members of the City Council:

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

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EXTENDED AMOUNT
1.	Mobilization and demobilization (5% maximum of Total Bid Amount)	Lump Sum	\$ 22,982
2.	Inspection of Cogeneration Engine and Generator	Lump Sum	\$ 25,000
3.	Refurbishment of Cogeneration Engine including reassemble with generator, testing, start-up, and recommissioning	Lump Sum	\$ 411,650
4.	Cogeneration Engine post inspection recommended additional repairs and replacements	Allowance	\$20,000
5.	Cogeneration Generator post inspection recommended repairs and replacements	Allowance	\$20,000
<b>TOTAL BID AMOUNT:</b>			<b>\$ 499,632</b>

Note: Several items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 3-2.2.1. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. The cost of all labor, materials, export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE IN DIGITS: \$ 499,632

TOTAL BID PRICE IN WORDS: FOUR HUNDRED NINETY NINE THOUSAND SIX HUNDRED THIRTY TWO

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

Bidder acknowledges receipt of all addenda

Addendum:    Date Received:  
#01                \_\_\_\_\_  
#02                \_\_\_\_\_

Addendum:    Date Received:  
#03                \_\_\_\_\_  
#04                \_\_\_\_\_

Bidder's Name (Company): GI ENERGY

Signature: [Signature] Title: CEO

Print: TD CHADWICK Date: 4/30/19



## BID PACKET



FOR

## OXNARD WASTEWATER TREATMENT PLANT COGENERATION ENGINE REFURBISHMENT PROJECT

SPECIFICATION NO. PW 19-42

Submitted by:

Contractor's Name: GI ENERGY

Address: 1196 N GROVE ST UNIT B

City: ANAHEIM State: CA Zip Code: 92806

Contact Person: NORTH HEFLEY Phone: 714-715-3185

Email: NHEFLEY@GIENERGYUS.COM Date: 04/26/2019

B 1

**BID FOR OXNARD WASTEWATER TREATMENT PLANT COGENERATION ENGINE  
REFURBISHMENT PROJECT SPECIFICATION NO. PW 19-42**

The undersigned, as Bidder, declares that:

1. The Bidder has carefully examined the Contract Documents, all Addenda, and the Oxnard Wastewater Treatment Plant Cogeneration Engine Refurbishment Project ("Project") site and is satisfied as to the conditions, character, quality and quantities of Work to be performed, and the materials to be furnished.
2. The Bid includes all taxes, fees and costs, and as such is the total amount required for the Bidder to complete this Project in accordance with the Contract Documents.
3. The Bidder is properly licensed by the State as a contractor to perform this type of Work.

The undersigned, as Bidder, agrees to the following:

1. The submission of this Bid shall be conclusive evidence that the Bidder has examined and investigated the surface, subsurface and other conditions affecting the Work, including also the groundwater conditions, transportation, the disposal, handling and storage of materials, and the availability of labor, water, electric power, roads and the equipment and facilities needed for the Work. No information derived from an inspection of records or investigation will relieve the Bidder from its obligations under the Contract Documents nor entitle the Bidder to any additional compensation. The Bidder shall not make any claim, including for additional compensation, against the City based upon ignorance or misunderstanding of any condition of the Project site or of the Contract Documents' or any Addendum's requirements.
2. Accompanying this Bid is a permissible form of Bid security in an amount equal to at least ten percent (10%) of the total Bid price submitted. The Bid security is given as a guarantee that, if selected, the Bidder will execute the Contract in conformity with the Contract Documents, provide evidence of all required insurance, provide a copy of its City business license and furnish the Performance and Payment Bonds (as well as a photocopy of each Bond)—each in the amount of one hundred percent (100%) of the Contract Price—within fourteen (14) Calendar Days of the date of delivery of the Contract to the Bidder. If the Bidder refuses or fails to do so, the City may award the Contract to the next lowest responsible Bidder, and this Bid security may be forfeited to the City as permitted by law.
3. In the event the Contract is awarded to the Bidder, the Bidder shall execute the Contract to perform the Project in accordance with the Contract Documents. Should the undersigned be awarded the Contract and thereafter fail or refuse to execute the Contract and provide the required evidence of its City business license, insurance and Bonds (plus photocopies) within fourteen (14) Calendar Days after the Contract award, then the Bid Bond, cash, cashier's check or certified check shall be forfeited to the City to the extent permitted by law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 4/30/19 [date], at Chicago [city], Illinois [state].

Bidder's Name (Company): GI ENERGY  
 Signature: [Signature] Title: CEO  
 Print: JOHN CHADWICK Date: 4/30/19

## CITY OF OXNARD

**BID SHEETS FOR OXNARD WASTEWATER TREATMENT PLANT COGENERATION  
ENGINE REFURBISHMENT PROJECT  
SPECIFICATION NO. PW 19-42**

Bidder's Name: GI ENERGY

To the Honorable Mayor and Members of the City Council:

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

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EXTENDED AMOUNT
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<b>TOTAL BID AMOUNT:</b>			<b>\$ 499,632</b>

Note: Several items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 3-2.2.1. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. The cost of all labor, materials, export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE IN DIGITS: \$ 499,632

TOTAL BID PRICE IN WORDS: FOUR HUNDRED NINETY NINE THOUSAND SIX HUNDRED THIRTY TWO

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

Bidder acknowledges receipt of all addenda

Addendum:    Date Received:  
#01                    \_\_\_\_\_  
#02                    \_\_\_\_\_

Addendum:    Date Received:  
#03                    \_\_\_\_\_  
#04                    \_\_\_\_\_

Bidder's Name (Company): GI ENERGY

Signature: [Signature] Title: CEO

Print: TD CHADWICK Date: 4/30/19

## QUESTIONNAIRE FORM

Fill out all of the following information. Attach additional sheets if necessary. Do not leave any question blank. If the question does not apply, write "N/A."

- (1) Bidder's Name: GI ENERGY
- (2) If the Bidder's name is a fictitious name, what is the full name of the registered owner?  
GI ENDURANT LLC  
 \* If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement with your submitted Bid.
- (3) Business Address: 1196 N. GRIFFIN ST UNIT B  
ANAHIM, CA 92806  
 Phone 1: 714-715-3185 Phone 2: 714-493-8743  
 Email: NHEFLEY@GIENERGYUS.COM
- (4) Type of Firm (Partnership, LLC, Corporation, S-Corp, etc.): LLC  
 Organized under the laws of the State of: DELAWARE
- (5) California State Contractor's License Number and Class: 1015648 A CLASS  
 Original Date Issued: 06-30-2016 Expiration Date: 06-30-2020
- (6) DIR Contractor Registration Number: 1000011629
- (7) Does the Bidder have a minimum of three (3) consecutive years of current experience in the type of Work related to the Project, and is this experience in actual operation of the Bidder with permanent employees performing a part of the Work as distinct from a firm operating entirely by subcontracting all phases of the Work? Circle one: YES NO
- (8) List the names, titles, addresses and phone numbers of all individuals, members, partners, joint venturers and company officers having a principal interest in this Bid:  
THOMAS CHADWICK CEO 312-894-4646 EXT 2004  
DAN McDEVITT CTO 312-894-4646 EXT 2000  
150 N. MICHIGAN AVE STE 1250, CHICAGO IL 60601
- (9) List all current and prior aliases, and provide all filed fictitious business names ("doing business as"), for any principal having interest in this Bid:  
GI ENERGY  
GI ENDURANT LLC

- (10) List the dates of any voluntary and involuntary bankruptcy judgments against any principal having an interest in this Bid:

NONE

- (11) For all arbitrations, lawsuits, settlements and the like (in/out of court) that the Bidder or any principal with an interest in this Bid has been involved with in the past five (5) years:

- a. List the names, addresses and phone numbers of the parties' contact persons:

NONE

- b. Briefly summarize the parties' claims and defenses:

N/A

- c. State the tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and the outcome:

N/A

- (12) If the Bidder or any principal having an interest in this Bid has ever had a contract terminated by the owner or agency, explain below:

NONE

- (13) If the Bidder or any principal having an interest in this Bid ever failed to complete a project, explain below:

NONE

- (14) If the Bidder or any principal having an interest in this Bid has ever been terminated for cause, even if it was converted to a "termination of convenience," explain below:

NONE

For the final questions, the word "you" and "your" shall refer to the Bidder and all individuals, members, partners, joint venturers and company officers having a principal interest in this Bid.

- (15) For projects that the Bidder or any principal having an interest in this Bid has been involved with in the last five (5) years, did you have any claims or actions:

- |                                                        |                                                                           |
|--------------------------------------------------------|---------------------------------------------------------------------------|
| a. By you against the owner?                           | Circle one: Yes <input type="radio"/> No <input checked="" type="radio"/> |
| b. By the owner against you?                           | Circle one: Yes <input type="radio"/> No <input checked="" type="radio"/> |
| c. By any agency or individual for labor compliance?   | Circle one: Yes <input type="radio"/> No <input checked="" type="radio"/> |
| d. By Subcontractors?                                  | Circle one: Yes <input type="radio"/> No <input checked="" type="radio"/> |
| e. Are any such claims/actions unresolved/outstanding? | Circle one: Yes <input type="radio"/> No <input checked="" type="radio"/> |

If your answer is "yes" to any part or parts of this question, explain.

N/A

- (16) List the last three (3) projects, if any, you have worked on or are currently working on for the City of Oxnard:

1. PROJECT PW 18-03, CONTRACT A-8043
2. \_\_\_\_\_
3. \_\_\_\_\_

Upon request of the City, the Bidder shall furnish evidence showing a notarized financial statement, financial data, construction experience or other additional information.

The Bidder certifies under penalty of perjury under the laws of the State of California that the information provided in this Questionnaire Form is true and correct.

Signature: \_\_\_\_\_

Title: CEO

Date: 4/30/19

**This Questionnaire Form must be notarized below.**

State of ~~California~~ Illinois )

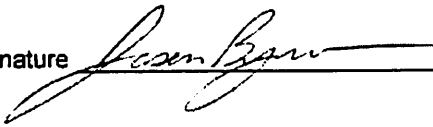
County of Cook ) ss

City of Chicago )

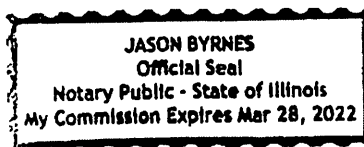
On April 30, 2019 before me, Tom Chodwick, CEO

(insert name and title of the officer) personally appeared \_\_\_\_\_,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature 

(Seal)





## REFERENCES FORM

For all like work that the Bidder is currently working on or has worked on for public agencies in the past two (2) years, provide the information requested below. If this information does not fit on this page, attach another page listing all information for all other such work. You may, but are not obligated to, attach a separate page to explain why a final contract amount differed from an original contract amount (e.g., change orders, extra work, or other circumstances) or if you or the agency filed any claims against each other and the substance and outcome of those claims.

Project 1 Description: <u>WASTEWATER TREATMENT PLANT COGEN. ENGINE</u> <span style="float: right;">REFURBISHMENT</span>		
Construction Dates	From: <u>04/09/2018</u>	To: <u>05/21/2019</u>
Agency Name: <u>CITY OF OXNARD</u>		
Project Manager: <u>FRANK LUTAN</u>	Telephone: <u>805-300-5293</u>	
Original Contract Amount: \$ <u>637,394.00</u> Final Contract Amount: \$ <u>717,342.00</u>		
Did you file any claims against the Agency? Circle one: Yes      No		
Did the Agency file any claims against you? Circle one: Yes      No		

Project 2 Description: <u>MEDICAL CENTER COGENERATION FACILITY</u> <span style="float: right;">REHABILITATION</span>		
Construction Dates	From: <u>11/06/2017</u>	To: <u>05/31/2019</u>
Agency Name: <u>RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY</u>		
Project Manager: <u>TINA YORK</u>	Telephone: <u>951-955-2065</u>	
Original Contract Amount: \$ <u>1,433,839.00</u> Final Contract Amount: \$ <u>1,433,839.00</u>		
Did you file any claims against the Agency? Circle one: Yes <u>No</u>		
Did the Agency file any claims against you? Circle one: Yes <u>No</u>		

Project 3 Description: <u>FLOODSTATION &amp; ENGINE CONTROLLERS UPGRADE</u>	
Construction Dates	From: <u>10/23/2017</u> To: <u>10/31/2018</u>
Agency Name: <u>ORANGE COUNTY PUBLIC WORKS</u>	
Project Manager: <u>GUY BATTERTON</u>	Telephone: <u>714-935-0343</u>
Original Contract Amount: \$ <u>827,805 -</u> Final Contract Amount: \$ <u>827,113 -</u>	
Did you file any claims against the Agency? Circle one: Yes <input type="radio"/> No <input checked="" type="radio"/>	
Did the Agency file any claims against you? Circle one: Yes <input type="radio"/> No <input checked="" type="radio"/>	

I hereby give my permission to the City of Oxnard and its officers, employees and agents to contact references of the Bidder and its officers, managers, members, general partners, limited partners and other owners (collectively, the "Owners") and to request information from other agencies in which the Bidder and/or its Owners have worked. This permission includes the City reviewing any criminal records of the Owners and obtaining public records regarding the Owners, such as records of arrests, indictments, convictions, civil judicial actions, tax liens, or outstanding judgments. I have authority to waive, and I do waive, any and all rights and claims the Bidder and its Owners, employees and agents may have against the City, its officers, employees and agents, as well as any agency providing feedback or the mentioned records, and those agencies' officers, employees and agents, regarding any actions taken pursuant to, related to or incidental to, the authorization given in this paragraph.

Bidder's Name: GI ENERGY  
 Signature: [Signature] Title: CEO Date: 4/30/19

## DESIGNATION OF SUBCONTRACTORS

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates or installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half percent (0.5%) of the Contractor's total Bid or, in the case of Bids or offers for the construction of Streets, highways, or bridges, in excess of one-half percent (0.5%) of the Contractor's total Bid or \$10,000, whichever is greater. If all Subcontractors do not fit on this page, photocopy this page and attach that additional page or those pages listing all other Subcontractors. If there is any change in this list of Subcontractors, Contractor must provide a new list to Project Manager before any unlisted Subcontractor can perform any Work. If Contractor intends to use no Subcontractors, please write "N/A" in the first open box.

CSLB License Number(s)	Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Percentage of Total Bid (e.g., 10%)
937203		10004544	5 CHESSMAN AVE RED BLUFF 96080 530-521-7890	Electrical	10%

Bidder's Name: 51 ENTERLY Signature: [Signature] Title: CO Date: 4/30/14

\*, The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

## INDUSTRIAL SAFETY RECORD FORM

This Industrial Safety Record Form must include all construction work undertaken in California by the undersigned and any partnership, joint venture corporation or s-corporation that any principal of the undersigned participated in as a principal or owner for the listed years. Separate information must be submitted for each such partnership, joint venture, or corporate or individual. The undersigned may attach any additional information or explanation of data that it would like to be taken into consideration in evaluating the Industrial Safety Record Form. An explanation of the circumstances surrounding any and all fatalities must be attached.

	2019 (so far)	2018	2017	2016	2015	2014	Total
Number of contracts	0	1	1	0	0	0	2
Total dollar amount of contracts (in thousands)	0	717	1,434	0	0	0	2,151
Number of fatalities	0	0	0	0	0	0	0
Number of lost workday cases	0	0	0	0	0	0	0
Number of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Bidder's Name: GI ENERGY

Signature: [Signature] Title: CEO Date: 4/30/19

**NONCOLLUSION DECLARATION  
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

The undersigned declare(s):

I/we am/are the T.D. CHADWICK of GI ENERGY  
the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, LLC, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted its, his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, LLC, partnership, company, association, organization, Bid depository, or to any member or agent thereof, or to any individual, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person(s) executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 4/30/19 [date], at CHICAGO [city], ILLINOIS [state].

Bidder's Name: GI ENERGY

Signature: [Signature] Title: CEO Date: 4/30/19

**This Noncollusion Declaration must be notarized on the following page.**

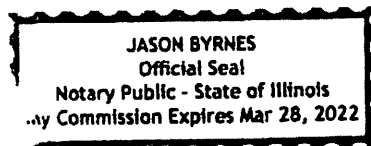
## (Continuation of Noncollusion Declaration)

State of ~~California~~ Illinois )County of Cook ) ssCity of Chicago )On April 30, 2019 before me,TD. CHADWICK CEO (insert name and title of the officer)

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)



**PREQUALIFICATION  
QUESTIONNAIRE**



**FOR**

**OXNARD WASTEWATER TREATMENT PLANT  
COGENERATION ENGINE REFURBISHMENT  
PROJECT**

**SPECIFICATION NO. PW 19-42**

**SERVICE PROVIDER FOR REFURBISHMENT OF  
COGENERATION UNIT**

### PREQUALIFICATION FOR SERVICE PROVIDER

The City of Oxnard ("City") is advertising the Refurbishment of Cogeneration Engine Refurbishment Project (PW19-42) for the inspection and refurbishment of one Cogenerator unit at the Oxnard Wastewater Treatment Plant (OWTP). This questionnaire is intended for the proposed Service Provider, who will be responsible for field and shop services associated with this project.

Interested Contractors shall submit the attached Prequalification Questionnaire with supplemental materials (collectively, the "Prequalification Packet") on behalf of their proposed Service Providers with the Contractors' Bids. If two or more business entities intend to submit a bid or bids as part of a joint venture, each entity comprising the joint venture must submit a Prequalification Packet.

#### CONTACT INFORMATION

Firm Name: GI ENDURANT LLC<sup>4</sup> Check One: ☐ Corporation/S-Corp  
(as it appears on license) ☒ LLC

Fictitious Name, if any: GI ENERGY<sup>5</sup> ☐ Partnership ☐ Solo Practitioner

Contact Person No. 1: NORTH HEFLEY

Title: VP BUSINESS DEVELOPMENT Phone: 714-715-3125

Address: 1196 N. GROVE ST. UNIT B, ANAHEIM CA 92806

Email: NHEFLEY@GIENERGYUS.COM Fax: 714-776-6012

Contact Person No. 2: EVERT FINK

Title: VP SERVICE Phone: 714-493-8743

Address: 1196 N. GROVE ST. UNIT B, ANAHEIM CA 92806

Email: EFINK@GIENERGYUS.COM Fax: 714-776-6012

If Contractor is a solo practitioner or partnership, owner(s) of Contractor:

<sup>4</sup> This firm will be referred to as "Contractor" throughout this Prequalification Questionnaire.

<sup>5</sup> If Contractor is doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement with your submitted Prequalification Packet.



**PART I. ESSENTIAL REQUIREMENTS FOR QUALIFICATION**

**Contractor will be immediately disqualified if the answer to any of questions 1 through 3 is "no."**

1. Does Contractor possess a valid and current California Contractor's C-10 license for the Project?  
☒ Yes      ☐ No
2. Does Contractor have current workers' compensation insurance policy as required by the Labor Code, or is Contractor legally self-insured pursuant to Labor Code section 3700 *et. seq.*?  
☒ Yes      ☐ No      ☐ Contractor is exempt from this requirement, because it has no employees

**Contractor will be immediately disqualified if the answer to any of questions 4 through 7 is "yes."**

3. Has Contractor's license been revoked at any time in the last five (5) years?  
☐ Yes      ☒ No
4. Has a surety firm completed a contract on Contractor's behalf or paid for completion because Contractor was in default on any project within the last five (5) years?  
☐ Yes      ☒ No
5. At the time of submitting a Prequalification Packet, is Contractor ineligible to bid on or be awarded a construction or repair contract, or perform as a subcontractor on a construction or repair contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?  
☐ Yes      ☒ No

**PART II. ORGANIZATION, HISTORY, PERFORMANCE & COMPLIANCE WITH LAWS****A. Current Organization and Structure of the Business****6. If Contractor is:**

- A corporation or s-Corp, what was the date of incorporation?
- An LLC or partnership, what was the date of formation? 12/15/2011
- A solo practitioner, what was the date of commencement of business? \_\_\_\_\_

**7. If Contractor is:**

- A corporation or s-Corp, it was incorporated under the laws of what state?
- An LLC or partnership, it was formed under the laws of what state? DELAWARE  
(If Contractor is a solo practitioner, write "N/A.") \_\_\_\_\_

**8. a. If Contractor is a sole practitioner, what is his or her social security number or INS-issued alternative identification number?**

\_\_\_\_\_

**b. List all of Contractor's current and prior D.B.A.'s, aliases and fictitious business names.**G1 ENDURANT LLCG1 ENERGY

\_\_\_\_\_

**B. History of the Contractor and Organizational Performance****9. Is Contractor currently the debtor in a bankruptcy case, or was the Contractor in bankruptcy at any time during the last five (5) years?**☐ Yes ☒ No

If "yes," please attach a copy of the bankruptcy petition showing the case number and the date on which the petition was filed. If the case ended, also attach a copy of the bankruptcy court's discharge order or any other document that ended the case if no discharge order was issued.

**Licenses**

10. List all California construction license numbers, classifications and expiration dates held by Contractor:

1015648 A CLASS 06/30/2020

11. If one or more of Contractor's license(s) are held in the name of a corporation, s-corporation or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet the experience and examination requirements for each license.

AMUR YANNI

12. Has any CSLB license held by the Contractor, its Responsible Managing Employee (RME) or its Responsible Managing Officer (RMO) been suspended within the last five (5) years?

☐ Yes ☒ No

If "yes," please explain on a separate signed sheet.

**Disputes**

13. In the last five (5) years, has Contractor been assessed and paid liquidated damages after completion of a project under a construction and/or repair contract with either a public or private owner?

☐ Yes ☒ No

If yes, explain on a separate signed page, identifying all such projects by owner, owner's address, the date the project began, the date the project should have been completed, the actual completion date, the amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

14. In the past five (5) years, has any project owner filed any claim regarding a dispute of \$50,000 or more against Contractor concerning its work on a construction and/or repair project in court or arbitration?

☐ Yes ☒ No

If "yes," on a separate signed page identify the claim(s) by providing the project name, date of the claim, name of the claimant, claimant's contact information (phone number, address and email), a brief description of the nature of the claim and any defenses, the court or tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

15. In the last five (5) years, has any insurance carrier for any form of insurance refused to renew the insurance policy for Contractor?

☐ Yes ☒ No

If "yes," explain on a separate signed page. Name the insurance carrier, the form of

insurance, the year of the refusal, and the insurance company's explanation if one was provided as to the rationale behind its decision.

### Bonding

16. If Contractor was required to pay a premium of more than one percent (1%) for a performance or a payment bond on any project(s) on which Contractor worked at any time during the last three (3) years, state the percentage that Contractor was required to pay. You may provide an explanation explain on a separate signed page for a percentage rate higher than one percent (1%) if you wish to do so.

\_\_\_\_\_ % N/A

If the answer to the prior question was over one percent (1%), answer the next question. If not, write "N/A."

17. List all other sureties (name and full address) that have written bonds for Contractor during the last five (5) years, including the dates during which each wrote the bonds. If there are more than three (3) sureties, list the remaining ones on a separate signed page.

Bonding company/surety 1: \_\_\_\_\_ Dates: \_\_\_\_\_

Surety agent: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Bonding company/surety 2: \_\_\_\_\_ Dates: \_\_\_\_\_

Surety agent: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Bonding company/surety 3: \_\_\_\_\_ Dates: \_\_\_\_\_

Surety agent: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

**PART III. COMPLIANCE WITH OCCUPATIONAL SAFETY & HEALTH LAWS AND OTHER LABOR LEGISLATION**

18. What is Contractor's DIR registration number? (If you are not yet registered, please write

"not yet registered.") 1000311629

19. Has CAL OSHA or federal OSHA cited and assessed penalties against Contractor for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five (5) years?

**NOTE: If Contractor has filed an appeal of a citation and the OSHA Appeals Board has not yet ruled on its appeal, or if there is a court appeal pending, you need not include information about it.**

☐ Yes ☒ No

If "yes," attached a separate signed page describing each such citation, including information about the date of the citation, the nature of the violation, the project on which the citation was issued, and the amount of penalty paid, if any. If the citation was appealed to the OSHA Board and a decision has been issued, state the decision, the case number and the date of the decision.

**PART IV. RECENT GENERATOR REFURBISHMENT PROJECTS**

On a separate signed page, Contractor must list the last four (4) projects it has worked on or is currently working on, as many as possible for work at the City of Oxnard, along with the name of the relevant project manager(s).

Names and references must be current and verifiable. Use separate signed pages that contain all of the following information:

1. Project name
2. Location
3. Owner entity
4. Owner's contact information: name, current phone number and current email
5. Scope of work
6. Original contract amount
7. Final amount paid
8. What was the schedule for services

You may, but are not obligated to, explain why a final contract amount differed from the original amount (e.g., change orders, extra work, other circumstances), the substance and outcome of any claims you or the Owner filed against each other, or any other relevant information.

Recent Generator Refurbishment Projects		
Item No.		
Project 1		
1	Riverside University Health System Medical Center	
2	26520 Cactus Ave. Moreno Valley, CA 92555	
3	Riverside County	
4	David Boucom Director of Facilities (951) 486-7575 d.boucom@ruhealth.org	
5	Onsite rebuild of 2 Waukesha V-16 cogen engines plus adding system redesign additional ancillary components and redesign the hot water system	
6	\$1,433,839.00	
7	Ongoing	
8	2 days	Drain and contain all fluids and flush hot water system
	10 days	R&R cylinder heads with new OEM and new OEM head gaskets
	5 days	R&R cylinder sleeve kits with new OEM parts
	10 days	R&R main bearings with new OEM
	4 days	Replace connecting rod bushings and check for straightness
	5 days	Install 2 new OEM jacket water pumps
	10 days	Install 2 new catalytic converters
	10 days	Install 2 new air fuel ratio controllers
	40 days	Install 2 new jacket water heat exchangers into redesigned piping system
	5 days	Install 2 new OEM Microspin filters
	10 days	Install 2 new pre/post lube oil pumps and controls
	10 days	Install 2 new OEM detonation sensing modules
	4 days	Install 2 new pilot fuel gas pressure regulators
	6 days	Install 2 new Waukesha OEM air fuel ratio control fuel gas regulators
	4 days	Install 2 new fuel gas filters
	10 days	Install 2 new jacket water surge tanks with level controls
	3 days	Install 3 chemical pot feeders
	10 days	Install 2 new system cooldown pumps and controls
	4 days	Install 4 new thermostat valves
	6 days	Install 2 new circuit setters
5 days	R&R rebuild generator breakers	
10 days	Install new insulation on pipe and exhaust system	
10 days	Recommission cogen plant	
Project 2		
1		St. Bernardine Medical Center
2		2101 N. Waterman Ave. San Bernardino, CA 92404
3		Dignity Health
4		Christine O'Dell Engineering Office Supervisor (909) 475-5068 christine.odell@dignityhealth.org
5		Replace Waukesha V-12 cogen engine crankshaft
6		\$169,746.20
7		Just recently billed

8	1 day	Drain and contain all fluids and refill system
	5 days	Remove cylinder heads, turbochargers, intercoolers, intake and exhaust manifolds
	2 days	Remove engine from enclosure and transport to our shop as a short block
	3 days	Remove pistons, con rods and cylinder sleeves, crankshaft and gears
	5 days	Line bore main bearing fits
	5 days	Install pistons, con rods and cylinder sleeves, crankshaft and gears
	3 days	Transport back to site and install as a short block
	2 days	Install cylinder heads, turbochargers, intercoolers, intake and exhaust manifolds
	2 day	Couple engine to generator and align
	2 days	Recommission cogen plant and tune in all systems
<b>Project 3</b>		
1		Transamerica Building Cogen
2		600 Montgomery St. San Francisco, CA
3		Pyramid Properties
4		Doug Peterson Chief Engineer (415) 829-5334 dpeterson@thepyramidcenter.com
5		Onsite rebuild of 2 Waukesha V-12 cogen engines
6		\$177,323.06
7		\$177,323.06
8	1 day	Drain and contain all fluids and refill system
	4 days	R&R cylinder heads with OEM re-up heads and new OEM head gaskets
	4 days	R&R cylinder sleeve kits with new OEM parts
	2 days	Replace connecting rod bushings and check for straightness
	2 days	Clean Parts
	2 days	Replace 4 turbocharges with new OEM
	2 days	Recommission cogen plant and tune in all systems
<b>Project 4</b>		
1		Mercy Southwest Hospital
2		400 Old River Rd. Bakersfield, CA 93311
3		Dignity Health
4		Ken Stonecipher Director of Engineering (661) 632-5872 kenneth.stonecipher@dignityhealth.org
5		Onsite rebuild of 2 Waukesha cogen engines and generator rebuilds
6		\$107,935.22
7		\$107,935.22
8	1 day	Drain and contain all fluids and refill system
	4 days	R&R cylinder heads with OEM re-up heads and new OEM head gaskets
	3 days	R&R cylinder sleeve kits with new OEM parts
	2 days	Replace connecting rod bushings and check for straightness
	2 days	Clean Parts
	3 days	Remove generators to authorized rebuild shop and replace
	2 days	Rebuild 4 water pumps
	1 day	Install 4 new catalytic converter elements
	2 days	Recommission cogen plant and tune in all systems

Signature: Title: CEODate: 4/3/19

**PART V. CERTIFICATION**

I, the undersigned, certify and declare that I have read all the answers and supplemental materials in this Prequalification Packet, and I know its contents. I certify under penalty of perjury that I have provided complete and truthful information to the City regarding all information requested in this Prequalification Questionnaire. I understand that any misrepresentations or material omissions within this Prequalification Packet will be grounds for not prequalifying the Contractor, withdrawing any prior prequalification, or not awarding the contract to Contractor. Additionally, any misrepresentations or material omissions within this Prequalification Packet are considered breaches of the Project's contract (should the Contractor be awarded that contract); the City shall have the right to terminate the contract immediately without consequences, and the City retains all other legal rights available to the City for breach of contract.

I, the undersigned, hereby give permission to the City of Oxnard and its employees, representatives and agents to contact references of Contractor and/or its officers, managers, members, general partners, limited partners and other owners (collectively, the "Owners") and/or request information from other clients for whom Contractor and/or its Owners have worked. This permission includes the City reviewing any criminal records of the Owners and obtaining public records regarding the Owners, such as records of arrests, indictments, convictions, civil judicial actions, tax liens, and outstanding judgments. I have authority to waive, and I do waive, any and all rights and claims Contractor and its Owners, employees, representatives and agents may have against the City, its employees, representatives and agents, as well as any client or its employees, representatives and agents providing feedback or the mentioned records regarding any actions taken pursuant to, related to or incidental to, the authorization given in this paragraph.

I am executing this Prequalification Packet on behalf of Contractor. I warrant and represent that: 1) I am listed in the Contractors State License Board's records for Contractor; 2) I have the authority to execute this Prequalification Questionnaire on behalf of Contractor; 3) I have the authority to bind Contractor to the answers provided in this Prequalification Questionnaire; and 4) if any information provided herein becomes inaccurate, I will immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

(Please sign in ink.)

Date: 4/30/19

GI ENERGY  
Contractor's Name

T. D. CHADNICK CEO  
Name and Title

[Signature]  
Name and Title

The City requires the following: for a corporation or s-corporation, two signatures: (1) the Board President, CEO or Vice President, and (2) the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer; for an LLC, two signatures, both of whom must be managers of the LLC; and for a partnership or limited partnership, the signatures of all partners. If your entity 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 Contractor.



## REQUEST FOR BUDGET APPROPRIATION

**Department:** PUBLIC WORKS **Date:** June 26, 2019  
**Project/Program**  
**Manager:** TATIANA ARNOUT **Phone:** 805-385-9341

**Reason for Appropriation:**

APPROPRIATE FUNDS TO AGREEMENT A8145 IN THE AMOUNT OF 499632 TO GI ENDURANT LLC FOR THE OXNARD WASTEWATER TREATMENT PLANT PROJECT 186610.

**Accounts and Descriptions** **AMOUNT**

**Fund:** **621 W/W TREATMENT OPERATING**

**Expenditures/Transfers Out**

**186610 COGENERATORS REHAB**

621-6631-821-8605	IMP NOT BLDG-MAJOR RI	499,632
621-6631-821-8802	CONSTRUCTION OTHER	49,963
621-6631-821-8451	SERVICES FROM OTHER DEPART'S	49,963
	Sub-total Expenditures	<u>599,558</u>

**Net Change to Fund Balance** **(599,558)**

**Net Appropriation Change** **599,558**

**Approvals**

Department Director

\_\_\_\_\_

Chief Financial Officer

\_\_\_\_\_

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**CITY COUNCIL AGENDA REPORT**  
**PUBLIC HEARINGS**  
**AGENDA ITEM NO. L.1.**

**DATE:** July 2, 2019

**TO:** City Council

**FROM:** Jeffrey Lambert, Community Development Director, (805) 385-7882, jeffrey.lambert@oxnard.org

**SUBJECT:** Establishment of Fees for Cannabis Related Land Use Permits. (15/15/15)

**RECOMMENDATION**

That the City Council hold a public hearing on the proposed cannabis permit fees, and adopt a resolution establishing new fees for the services identified in the attachment to the resolution.

**BACKGROUND**

Under State law, cities are entitled to recover the costs (fees for service) associated with providing certain services, as long as the amount of the fee does not exceed the reasonable estimated cost of providing the service. On June 26, 2018, City Council established financial management policies with the adoption of the budget. Subsection B of section III requires that the full cost of providing services for private benefit be recovered through user fees and charges and that staff conduct annual reviews of activities supported by such fees or charges to determine if existing fees and charges provide full cost recovery.

Determining the cost of providing services is a complex task. To assist the City, in 2018, the City hired Hinderliter, de Llamas and Associates ("HdL") who are recognized as experts in cannabis fiscal analysis and taxation strategies, cannabis management services, permitting, regulation, and cost recovery studies.

To assist in the fee analysis associated with all types of cannabis operations, City staff and HdL discussed the permitting process and met with all affected departments to develop schedules that identified the costs for services, including labor, overhead and materials. These costs were then calculated following generally accepted procedures for cost of services studies, and a report generated for review by the City. Costs associated with HdL's Phase 1 work, were identified and have been captured in the established cannabis permit fee, along with HdL's Phase 2 cannabis management services fee. HdL's contract amendment for Phase 2 work is under consideration on the Council's July 2nd City Council meeting. All of HdL's time working on cannabis activities will be recovered through the cannabis permit fee.

**ANALYSIS/DISCUSSION**

The City Council was supportive of advancing cannabis regulations. City Council's general direction pertaining to these types of cannabis operations was as follows:

<b>Cannabis Operations</b>	<b>Number of Establishments "Go Slow" Approach</b>
Retail Dispensaries	8
Manufacturing	8
Distribution	3

<b>Cannabis Operations</b>	<b>Number of Establishments "Go Slow" Approach</b>
Testing Laboratories	1
Cultivation	2
Total Cannabis Operations	22

The permit process for the five identified cannabis operations will generally follow the same processing steps. The permit process is summarized in Attachment A. These steps are as follows:

1. Submittal of cannabis business permit application and determination of eligibility.
2. Commercial cannabis business application review, and ranking.
3. Interview and second ranking; review based upon evaluation criteria which will be developed through the City Manager's office.
4. Final approval and allowance to submit an application for a Commercial Cannabis Business Permit (allowance to submit an application for an Special Use Permit (SUP)).
5. Submittal of a SUP.

The requirements and vetting of applications will be through a competitive process and will enable the City to secure the most viable and desirable cannabis businesses. HdL has indicated that it is likely that the market can support more manufacturing, testing, and distribution uses than currently authorized by City Council and identified in the ordinance. For this reason and to ensure the City receives the best possible applicants, the City's cannabis consultant recommends implementation of a competitive multi-step process. It is anticipated that the City will receive approximately 60 applications for all of the types of cannabis operations (with a Go-Slow approach this represents 22 potential cannabis operations). From these approximately 60 applications, based upon HdL's experience, it is likely the City would interview approximately 40 potential cannabis operators. The proposed cannabis permit fee collects for program development costs and allocates this cost across the number of applicants. Recovery of the program development expenditures will happen over time. The cannabis permit fee includes all staff involved in the review of a cannabis permit, and is a fully burdened hourly rate (benefits and wages). When the per unit program development cost have been recovered this cost will continue to be imposed for program analysis, operations and annual review.

The City's typical discretionary development processing fee requires an initial deposit when an application is filed. For cannabis business permits a fee will be required to initially submit an application for consideration, and then if selected to advance through additional steps for review of consideration, additional fees would be required. Application "windows" (or duration of time) will be set for applications to be submitted to competitively review applicants/applications. Costs will be spread amongst the applicants that submit within each window. Actual fees to advance through each step could be higher and is dependent upon the number of applications submitted.

### **Fees for Cannabis Businesses**

The City complies with State Law and the State Constitution for establishing and adjusting fees to ensure the amount charged for a particular user fee does not exceed the City's cost of providing the service.

In compliance with City Council policy and to ensure full cost recovery for the Cannabis Business Permit program, an analysis was performed to consider the amount of time spent on Ordinance development, and estimated time to be spent on tasks in each phase of the application and selection process. The costs related to the development of the Ordinance will be recovered over several years. Both staff time and contracted services were included in this analysis. The proposed fees are paid only when the applicant is proceeding to the next phase in the selection process. Once the permittees are selected, a fee will be charged to cover the costs of audits and compliance with the Ordinance. Below is a summary of the proposed fees:

Application Fee Cost Summary	
Program Development	\$ 2,218.00
Application Review (Phase 1)	\$ 2,921.00
Applicant Interviews (Phase 2)	\$ 2,704.00
SUP/Development Design Review (Phase 4)	\$ 6,977.00
<b>TOTAL</b>	<b>\$ 14,820.00</b>
Appeal Fee (Phase 3)	\$ 2,751.97
Additional Fees	
LiveScan Fee	\$ 169.18
Expanded Background Review	\$ 300.00
Zoning Verification Letter	\$ 210.00

The fees identified within the Exhibit attached to the resolution of approval may be adjusted in future years as experience allows staff to re-assess the actual costs for each process.

## STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to strengthen and stabilize the organizational foundation of the City in the areas of Finance, Information Technology, and Human Resources, and to improve workforce quality while increasing transparency to the public. This item supports the following goals and objectives:

Goal 1. To help foster a healthy and accountable corporate foundation by strengthening the support functions of the organization, which include Finance, Information Technology and Human Resources.

Goal 2. Increase transparency with Council, community and staff related to the City's budget and financial management processes.

## FINANCIAL IMPACT

The proposed cannabis permit fee will fully cover the cost of service provided by City staff and various departments along with Phase 1 and 2 HdL contract expenditures. This will ensure that all past and anticipated permitting fees and contract expenses are recovered through the cannabis permit fee. Conservatively, the City could see cannabis revenue in the 2019/2020 fiscal year of approximately \$500,000. In subsequent years, the tax rate will increase along with the number of businesses permitted in the City.

## COMMITTEE OUTCOME

This item did not originate in Committee.

*Prepared by: Kathleen Mallory, Planning & Environmental Services Manager*

## ATTACHMENTS

1. Attachment A - Cannabis Permit Process
2. Attachment B - Resolution of Approval
3. Cannabis Fees PPT 07.02.19 CC (1)

## **Proposed Cannabis Business Application**

With the assistance of HdL Companies, staff has developed an application and selection process that is comprehensive and is consistent with the Manufacturing, Testing, and Distribution Ordinance. This process will identify the businesses that are most qualified and the best fit for the City. The attached Resolution (Attachment #1) includes the draft commercial cannabis business permit fee.

It is anticipated that applications will be available mid-July for submission to the City beginning sometime in early August 2019. The City will work with HdL to identify an application ending timeline - likely in and around the end of August 2019. Application selection could occur in December 2019.

### Required Forms and Documents:

1. Zoning verification letter from the Planning Department.
2. Complete commercial cannabis business permit application.
3. Background Authorization Form and proof of Live Scan from each owner.
4. A proposal containing all information to be evaluated in phases one to three.

## **Selection Process**

### Determination of Eligibility

Phase one is the initial determination of eligibility and review of application. Incomplete applications will be disqualified and the applicant will not continue to phase two. Items to be reviewed in phase one include:

1. Background check and live scan for business owners; and live scan for employees.
2. Completeness of application.
3. Proposed location of business with a zoning verification letter.

### Initial Ranking

The next step will be an in-depth review of the application package. Applicants who score a minimum of 80 percent in this step will move on to the next step. Evaluation will be based on the following criteria:

1. Proposed location of business
2. Business Plan
3. Neighborhood Compatibility Plan
4. Safety and Security Plan
5. Qualifications of Principals/Owners

### Interview and Site Inspection

Phase three consists of an interview with the City's selection committee and a site inspection to ascertain current conditions of the proposed facility. The proposed selection process authorizes the City Manager or designee to form the selection committee. Initial committee members include the Police Chief or designee, Finance Director or designee, Community Development Director or designee, and Fire Chief or designee, and a representative of HdL. Criteria will be as follows:

1. Final location with proof of ownership or a notarized statement from property owner acknowledging use of property (200 points)
2. Business Plan (300 points)
3. Community Benefits (300 points)
4. Enhanced Product Safety (200 points)
5. Environmental Benefits (200 points)
6. Labor and Employment (200 points)
7. Local Enterprise/Preference (200 points)
8. Neighborhood Compatibility Plan (300 points)
9. Qualifications of Principals (300 points)
10. Safety and Security Plan (300 points)

The top applicants in each licensing type will be determined by the selection committee based on scores. Phase one and two scores will be combined to establish a new ranking. The top applicants will move on to phase four of the selection process. Phase three allows for an appeal of interview and ranking scores.

### City Manager's Recommendation for Approval

1. Selection Committee's final review and evaluation.
2. City Manager reviews and approves final rankings and scoring
3. Top applicants for each cannabis operations type will be permitted to submit discretionary permit

### Submittal of Discretionary Land Use Application

1. Application for discretionary land use permit filed.
2. Community workshop
3. Public notice, mailing 500 foot radius.
4. Decision on permit either Development Design Review, or Special Use Permit.

## CITY COUNCIL OF THE CITY OF OXNARD

## RESOLUTION NO.

## A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF OXNARD ESTABLISHING FEES AND CHARGES FOR CANNABIS RELATED SERVICES, PERMITS AND LAND USE APPLICATIONS.

WHEREAS, the City Council adopted financial management policies (“the policies”) to be followed in the development and implementation of the City budget; and

WHEREAS, subsection B of section III of the policies requires annual review of activities supported by user fees and charges to determine cost and effect adjustments sufficient to recover actual cost, including the impact of inflation; and

WHEREAS, the City of Oxnard has prepared a Cost of Services review with the guidance and assistance of Hinderliter, de Llamas and Associates (HDL), recognized experts on cannabis related land use permitting and cost recovery studies; and

WHEREAS, such review has been performed to establish new fees and adjust current fees; and

WHEREAS, the new fees included in this resolution will provide full cost recovery to Community Development, Public Safety (Fire, CUPA and Police), and Treasury providing these services; and

WHEREAS, the adoption of this resolution is exempt from the California Environmental Quality Act (CEQA) as the establishment of fees for the purpose of meeting operating expenses, including employee wage rate and fringe benefits; and

WHEREAS, notice was given of the proposed adoption of this resolution and a public hearing was held thereon, as required by law.

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

Section 1. The fee schedule in Exhibit A, which is attached hereto and incorporated herein by this referenced is adopted. These fees are related to Cannabis Permitting and shall take effect immediately.

Section 2. The City Council of the City of Oxnard finds that the fees adopted by this resolution are for the purpose of meeting operating expenses, including employee wage rates and fringe benefits, as set out in the fee schedule provided in Exhibit A.



PASSED AND ADOPTED this 2<sup>nd</sup> day of July, 2019 by the following vote:

AYES:

NOES:

ABSENT:

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Tim Flynn, Mayor

ATTEST:

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Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

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Stephen M. Fischer, City Attorney

**Application Fee Cost Summary**

<b>Application Fee Cost Summary</b>	
Program Development	\$ 2,218.00
Application Review (Phase 1)	\$ 2,921.00
Applicant Interviews (Phase 2)	\$ 2,704.00
SUP/Development Design Review (Phase 4)	\$ 6,977.00
<b>TOTAL</b>	<b>\$ 14,820.00</b>
Appeal Fee (Phase 3)	\$ 2,751.97
<b>Additional Fees</b>	
LiveScan Fee	\$ 169.18
Expanded Background Review	\$ 300.00
Zoning Verification Letter	\$ 210.00

**LiveScan and Zone Verification Letter fees**

Activity	Position	Hourly	Hours spent	Permit fee cost	
Zoning Verification Letter	Assistant Planner	\$ 210.00	1.00	\$ 210.00	Flat Rate
<b>For Business Owner</b>					
Fingerprinting	Safer Neighbor Hoods Specialist	\$ 50.00	0.75	\$ 37.50	
DOJ abstract review	Police Commander	\$ 131.36	0.50	\$ 65.68	
DOJ/FBI CORI fee				\$ 66.00	
LiveScan Fee				\$ 169.18	
<b>For Employee</b>					
<u>Background Review</u>					
HdL Background	HdL staff	\$ 300.00	flat	\$ 300.00	
Provisional Review					

\$ -

**Cannabis Business Permit Cost Recovery by Title**

<b>Program Development Costs</b>			
<b>TITLE</b>	<b>RATE*</b>	<b>HOURS</b>	<b>TOTAL</b>
<b>Staff</b>			
City Manager	\$ 187.38	5	\$ 936.90
Assistant City Manager	\$ 190.75	15	\$ 2,861.25
Police Chief	\$188.07	35	\$ 6,582.45
Asst Police Chief	\$163.42	35	\$ 5,719.70
Associate Planner	\$73.20	17	\$ 1,244.40
Treasury Supervisor	\$69.95	28	\$ 1,958.60
Planning Manager	\$99.23	65	\$ 6,449.95
Police Commander	\$138.55	35	\$ 4,849.25
Assistant City Treasurer	\$97.16	28	\$ 2,720.48
Account Clerk III	\$48.89	28	\$ 1,368.92
Development Serv/Community Development Director	\$158.20	10	\$ 1,582.00
Assistant City Attorney	\$ 120.87	35	\$ 4,230.45
Batallion Chief/Fire Marshall	\$163.00	14	\$ 2,282.00
Fire Chief	\$187.00	14	\$ 2,618.00
CUPA Manager	\$110.00	2	\$ 220.00
<b>HdL Companies</b>			
Subject matter expertise and technical support	\$ 250.00	85	\$ 21,250.00
Application Development	\$ 250.00	60	\$ 15,000.00
Cost recovery fee analysis	\$ 250.00	30	\$ 7,500.00
			\$ 43,750.00
		Subtotal	\$ 133,124.35
		Total	\$ 133,124.35
<b>Cost Per Applicant (assuming 60 applicants)</b>			<b>\$ 2,218.74</b>

\* Rate = Salary plus benefits

### Cannabis Business Permit Cost Recovery Steps

Application Review (Phase 1)			
TITLE	RATE*	HOURS	TOTAL
<b>Staff</b>			
Asst Police Chief <sup>1</sup>	\$ 163.42	15	\$ 2,451.30
Police Commander <sup>1</sup>	\$ 138.55	30	\$ 4,156.50
Associate Planner <sup>1</sup>	\$ 73.20	15	\$ 1,098.00
Planning Manager <sup>1</sup>	\$ 99.23	60	\$ 5,953.80
City Manager <sup>2</sup>	\$ 187.38	2	\$ 281.07
Assistant City Manager <sup>2</sup>	\$ 190.75	2	\$ 381.50
Police Chief <sup>2</sup>	\$ 188.07	4	\$ 752.28
Battalion Chief/Fire Marshall	\$163	2	\$ 326.00
Fire Inspector/CUPA Manager <sup>2</sup>	\$110.00	2	\$ 220.00
Assistant City Treasurer <sup>2</sup>	\$ 97.16	2	\$ 194.32
Development Serv/Community Development Direct	\$158.20	2	\$ 316.40
Assistant City Attorney <sup>1</sup>	\$ 120.87	15	\$ 1,813.05
<b>HdL Companies</b>			
Subject matter expertise and technical support <sup>1</sup>	\$ 250.00	600	\$ 150,000.00
Program oversight and management <sup>2</sup>	\$ 250.00	32	\$ 8,000.00
<b>Total</b>			<b>\$ 175,944.22</b>
<sup>1</sup> Direct costs incurred per each application review			\$ 2,757.88
<sup>2</sup> Indirect costs to be divided over total number of applicants			\$ 9,829.17
Portion of indirect costs per application (assuming 60 applicants)			\$ 163.82
<b>Total Cost Per Applicant (assuming 60 applicants)</b>			<b>\$ 2,921.70</b>

\* Rate = Salary plus benefits

### Cannabis Business Permit Cost Recovery by Steps

Cannabis Committee Interviews (Phase 2)			
TITLE	RATE*	HOURS	TOTAL
<b>Staff</b>			
Assistant Planner <sup>1</sup>	\$32.81	10	\$ 328.10
Office Assistant II	\$37.34	10	\$373.40
Planning Manager <sup>1</sup>	\$ 99.23	40	\$ 3,969.20
Fire Inspector <sup>1</sup>	\$ 129.00	40	\$ 5,160.00
City Manager <sup>2</sup>	\$ 187.38	2	\$ 281.07
Assistant City Manager <sup>2</sup>	\$ 190.75	2	\$ 381.50
Account Clerk <sup>2</sup>	\$ 48.89	5	\$ 244.45
GIS Technician	\$ 62.49	2	\$ 124.98
Police Chief <sup>2</sup>	\$ 188.07	2	\$ 376.14
Asst Police Chief <sup>2</sup>	\$ 163.42	2	\$ 326.84
Police Commander <sup>2</sup>	\$ 138.55	2	\$ 277.10
Assistant City Treasurer <sup>2</sup>	\$ 97.16	2	\$ 194.32
Treasury- Revenue Supervisor <sup>2</sup>	\$ 69.95	2	\$ 139.90
<b>City Attorney Office</b>			
Assistant City Attorney <sup>1</sup>	\$ 120.87	10	\$ 1,208.70
<b>HdL Companies</b>			
Interview scheduling and panel support <sup>1</sup>	\$ 250.00	120	\$ 30,000.00
Travel Cost <sup>2</sup>	\$ 600.00	8	\$ 4,800.00
<b>Interview Panel</b>			
Asst Police Chief <sup>1</sup>	\$ 163.42	120	\$ 19,610.40
Battalion Chief/Fire Marshall	\$163.00	120	\$ 19,560.00
Planning Manager <sup>1</sup>	\$ 99.23	120	\$ 11,907.60
Assistant City Treasurer <sup>1</sup>	\$ 97.16	120	\$ 11,659.20
<b>Total</b>			<b>\$ 110,922.90</b>
<sup>1</sup> Direct costs incurred per each interview			\$ 2,585.08
<sup>2</sup> Indirect administrative costs to be divided over total number of interviews			\$ 7,146.30
Portion of indirect costs per interview (assuming 60 applicants)			\$ 119.11
<b>Total Cost per Applicant (assuming 60 interviews)*</b>			<b>\$ 2,704.19</b>

\* applicants which are not invited for interviews may be refunded that portion of their deposit

\* Rate = salary plus benefits

**Cannabis Business Permit Cost Recovery by Steps**

<b>Appeal Process (Phase 3)</b>			
<b>TITLE</b>	<b>RATE*</b>	<b>HOURS</b>	<b>TOTAL</b>
<b>Staff</b>			
City Manager	\$ 187.38	1	\$ 187.38
Assistant City Manager	\$ 190.75	2	\$ 286.13
Police Chief	\$ 188.07	1	\$ 188.07
Asst Police Chief	\$ 163.42	1	\$ 163.42
Police Commander	\$ 138.55	1	\$ 138.55
Battalion Chief/Fire Marshall	\$163.00	1	\$ 163.00
Assistant City Treasurer	\$ 97.16	1	\$ 97.16
Associate Planner	\$73.20	1	\$ 73.20
Planning Manager	\$ 99.23	4	\$ 396.92
Development Serv/Community Development Director	\$158.20	2	\$ 316.40
Assistant City Attorney	\$ 120.87	2	\$ 241.74
<b>HdL Companies</b>			
Provide Subject Matter Expertise and Technical Support	\$ 250.00	2	\$ 500.00
<b>Total</b>			<b>\$ 2,751.97</b>
<b>Cost Per Appeal</b>			<b>\$ 2,751.97</b>

\* Rate = salary plus benefits

**Commercial Cannabis Permit Cost Recovery by Step**

<b>Special Use Permit/Development Design Review (Phase 4)*</b>			
<b>TITLE</b>	<b>RATE</b>	<b>UNIT COST</b>	<b>TOTAL</b>
<b>Staff</b>			
Assistant Planner	Set by Fee Reso		
Office Assistant II	Set by Fee Reso		
Development Design Review/Associate Plnr	\$ 6,615.15	1	\$ 6,615.15
Radius Mailing	Set by Fee Reso	1	
Site Posting	Set by Fee Reso	1	
Development Advisory Fee (DAC)	Set by Fee Reso		
Development Serv/Community Development Director	Set by Fee Reso		
<b>City Attorney Office</b>			
Assistant City Attorney	\$120.87	3	\$ 362.61
NA			
<b>HdL Companies</b>			
NA	\$ -	0	\$ -
<b>Total</b>			<b>\$ 6,977.76</b>
<b>Cost for DDR or SUP, plus DAC and posting/noticing fees</b>			<b>\$ 6,977.76</b>

\* Fees based upon adopted fee schedule and subject to periodic updates; listing of positions to work on SUP or DDR for information only and included in SUP or DDR deposit



# Establishment of Fees for Cannabis Related Land Use Permits

Kathleen Mallory, Planning and Sustainability Manager  
Community Development Department

- HdL contract for cannabis fiscal analysis and taxation strategies (April 2018)
  - Contract included fee for cannabis business permits
- Fees for service established under State law and cannot exceed reasonable estimated cost of providing the service
- Cannabis business permit fee calculated followed accepted procedures for cost of service studies

- Considered & Included in the Fee:
  - Permitting process and implementation
  - Staff time associated with cannabis business permit process
  - Costs associated HdL's April 2018 contract along with Cannabis Management Services (companion Council item on July 2nd agenda)

# Cannabis processing steps:

ITEM L-1

1. Commercial cannabis business application review, and ranking
2. Interview and second ranking; review based upon evaluation criteria which will be developed through the City Manager's office
3. Final approval and allowance to submit an application for a Commercial Cannabis Business Permit (allowance to submit an application for a Special Use Permit/Development Design Review)
4. Submittal of a SUP or DDR

# Cannabis processing steps:

ITEM L-1

- Permit process the same regardless of type of cannabis business
- Requirements and vetting of applications through a competitive multi-step process
- Ensures City received most viable and desirable cannabis businesses
- Applications and fee payments required for each step in the permitting process; must receive favorable recommendation to advance through the permit process

- Permit process will involve opening an application “window” with submittal deadlines; competitive evaluation in consultation with HdL
- It is expected the City will receive approximately 60 applications for all of the cannabis business types; approximately 40 invited to interview (HdL estimate)
- Fee will be adjusted up or down to fully recover expenses and is dependent upon the number of applications

- Cannabis permit fee collects for program development costs and allocates this cost across the number of applicants
- Recovery of program development expenditures will occur over time
- Both staff time and contracted services are included in fee analysis; collects for all of HdL's work and future contract work (cannabis business permit fee process)
- Fee collects for fully burdened (wages and benefits) staff time expended on each permit

## Application Fee Cost Summary

Program Development	\$2,216.00
Application Review (Phase 1)	\$2,922.00
Applicant Interviews (Phase 2)	\$2,602.00
Applicant Interviews (Phase 4)	\$6,977.00
<b>Total: \$14,717.00</b>	

## Additional Fees

LiveScan Fee	\$169.18
Expanded Background Review	\$300.00
Zoning Verification Letter	\$210.00



- Once application window closes permit process should take 3 - 4 months
- Conservatively, the City could see approximately \$500,000 in revenue in 2019/2020
- Subsequent years tax rate will increase along with number of businesses permitted in the City; assumptions of revenue based upon the City's previous go slow approach

That the City Council hold a public hearing on the proposed cannabis business permit fee, and adopt a resolution establishing new fees for services identified in the attachment to the resolution.



# Discussion

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**CITY COUNCIL AGENDA REPORT**  
**PUBLIC HEARINGS**  
**AGENDA ITEM NO. L.2.**

**DATE:** July 2, 2019

**TO:** City Council

**FROM:** Jeffrey Lambert, Community Development Director, (805) 385-7882, jeffrey.lambert@oxnard.org

**SUBJECT:** PZ No. 19-580-02 (Zone Text Amendment) - An Amendment to Chapters 11 (Permits) and 16 (Zoning) of the Oxnard City Code Pertaining to the Permitting and Development of Firearm Ranges and Businesses Engaged in the Sale of Firearms and Ammunition. (15/20/25)

**RECOMMENDATION**

That the City Council approve for first reading (by title only, waiving further reading) an ordinance establishing regulations to address firearm ranges and the sale of firearms and ammunition citywide.

**BACKGROUND**

Health and safety standards and location restrictions (e.g., proximity to parks and schools) for gun stores and other firearm-related businesses are not currently addressed in the Oxnard City Code (OCC) or state and federal law. Historically, the sale of firearms and ammunition has been considered a “retail” use and allowed in most zones by-right.

On November 27, 2018, the City Council voted 5-0 to adopt an Ordinance (No. 2950), pursuant to Government Code Section 65858, to impose a 45-day moratorium on the establishment of new retail uses selling firearms and ammunition; this action allowed the City sufficient time to study the issues and land use implications and to make recommendations to the Planning Commission and City Council. The moratorium would have expired on January 11, 2019. On January 8, 2019, the City Council voted 7-0 to adopt an Ordinance (No. 2953) to extend the temporary moratorium for a period of eight months, from the date Ordinance No. 2950 would otherwise expire. The moratorium will expire on September 11, 2019, unless repealed with the approval of the proposed ZTA.

During both hearings to consider the moratorium and extension, a total of 20 individuals provided public comments. Generally, comments included several expressions of support for the proposed moratorium, concerns regarding the preservation of constitutional rights, concerns regarding the timing to develop and enact the resulting ZTA, and concerns that the proposed ZTA would effectively result in a ban on firearm retailers.

Using best practices, Community Development Department staff drafted a preliminary outline for the siting criteria and permit structure with representatives from the Police Department and City Attorney’s Office.

On May 2, 2019, the Planning Commission conducted a public hearing to review the proposed ZTA (see Attachment A - Planning Commission Staff Report, Memo, and Meeting Minutes). Public comments were received from two individuals advocating for enhanced provisions allowing the Police Chief to reject the sale of firearms to individual buyers, increase the required separations to 1,000 feet, ban the sale of weapons utilizing .223 or 5.56 ammunition, and the sale of weapons entirely. After deliberation, the Planning Commission voted 5:1:1 to adopt Resolution No. 2019-14 (Attachment B), recommending that the City Council adopt the proposed regulation with the following changes: 1) expand the separation requirement from firearms uses and sensitive uses (residentially zoned property, day care center, park, church, and

school) from 500 feet to 600 feet; and 2) add the Oxnard Transportation Center and Oxnard Airport as additional sensitive uses and require a 600-foot separation between these properties and firearm uses. The Commission also recommended that the City Council consider, as an alternative, the prohibition of additional firearm sales uses on the basis that the six existing businesses operating within the City are sufficient to serve community needs.

## **ANALYSIS/DISCUSSION**

The proposed ZTA is included as Attachment C and comprised of four components: a) modifications to OCC Chapter 11 (Permits), Article VIII (Permits to Sell Concealable Firearms); b) modifications to OCC Section 16-10 (Definitions) to establish definitions for ammunition, firearm range, firearm, and firearm & ammunition sales; c) amendments to establish and/or modify land uses related to these activities within the General Commercial (C-2), Limited Manufacturing (M-L) and Community Reserve (C-R) zoning districts; and d) regulations establishing siting criteria, operational considerations, and the process for review of special use permit (SUP) applications related to these uses. A summary of each modification is provided below and outlined in greater detail in the Planning Commission Staff Report (Attachment A).

### **OCC Chapter 11, Article VIII (Permits to Sell Concealable Firearms)**

Currently, a business proposing to sell concealable firearms must obtain a permit from the Police Chief, prior to operation. The Police Department has incorporated additional requirements and best practices with the proposed ZTA. The ZTA expands and clarifies elements of the existing permit for the sale of all firearms, not just those which are concealable. The proposed ZTA adds provisions to OCC Section 11-222 (Investigation of Applicant) to clarify details related to a background investigation of potential retailers by the Police Chief. Additional modifications to this Section allow the Police Chief to impose conditions on these licenses related to the operation of the business and safety practices. Finally, OCC Section 11-223 (Suspension, Revocation or Modification of Permit) is supplemented with language granting the Police Chief the ability to suspend or revoke a license if the permittee is convicted of certain criminal offenses, suffered mental health issues, is addicted to a controlled substance. These regulations mirror existing provisions within the state Penal Code and the Health and Safety Code that authorize the Police Department to seize firearms when specific, potentially hazardous conditions exist.

### **Modifications to OCC 16-10 (Definitions)**

The ZTA establishes definitions within the zoning ordinance for the following terms: ammunition, firearm, firearm and ammunition sales, and firearm range.

### **Regulation of Land Uses within Specific Zoning Districts**

With the proposed ZTA, firearm and ammunition sales will be added as related uses requiring a SUP within the C-2 and M-L zoning districts. Indoor firearm ranges will be added as related uses requiring an SUP within the M-L zoning district. An existing reference allowing “rod and gun clubs” within the C-R zoning district will be removed.

### **Regulations Establishing Siting Criteria, Operational Considerations, and the Content and Process for the Review of Special Use Permit Applications**

The proposed ZTA will amend OCC Chapter 16, Article V (Specific Use Requirements) to add Division 19 (Firearm and Ammunition Sales) and Division 20 (Firearm Ranges). Each Division establishes separation requirements from specific sensitive uses, application material required with submittal of a SUP, specialized findings that the Planning Commission must determine for approval of a SUP, and factors that may be addressed as conditions of approval.

### **Separation from Sensitive Uses**

Amendments to Chapter 16, Article V (Specific Use Requirements) establish two new Divisions, 19 (Firearm and Ammunition Sales) and 20 (Firearm Ranges). These Divisions define separations required between firearm/ammunition

sales and firearm range uses and nearby sensitive uses. These buffers are recommended for the safety and security of the public. Police Department response to incidents at facilities that handle firearms and ammunition are inherently high-risk and demand a number of additional resources versus conventional calls for service. In these cases, potential suspects would likely have access to weapons and ammunition. Police responses to these facilities are likely to evolve into evacuations of properties within several hundred feet.

The ZTA establishes a required separation of 600 feet is between firearm and ammunition sales businesses, as well as firearm ranges and the following sensitive uses: non-residential day care (adult or child), park, church, school (private or public), any residentially-zoned property, the Oxnard Transportation Center and Oxnard Airport. A 200-foot separation is required between individual firearm-related uses. This separation is measured from the closest exterior wall of the firearm range/firearms and ammunition retail business and the nearest property line of the identified sensitive use.

Staff conducted a survey of all properties within the C-2 and M-L zoning districts in order to identify the number of sites within the City where firearms/ammunition sales, and firearm ranges could be located pursuant to the proposed ZTA. This information is included as Attachment D. Based on this analysis, 276 acres or 1.59% of the City would comply with the locational criteria for firearm and ammunition sales set forth in the proposed ordinance. Similarly, 183 acres or 1.05% of the City would comply with the locational criteria for firearm ranges. The number of parcels where these uses could potentially be accommodated is legally sufficient; no additional zones would be required.

### **Special Use Permit (SUP) Requirement – Application Materials, Findings, and Condition of Approval**

Amendments to Chapter 16, Article V (Specific Use Requirements), Division 19 (Firearm and Ammunition Sales) and Division 20 (Firearm Ranges) outline specific application materials that are required to be submitted with a SUP request. This information will allow Staff to identify and address any vulnerabilities of the building to reduce the potential for burglary, vandalism, and other crimes.

Divisions 19 and 20 also establish special findings that must be determined by the Planning Commission in order to approve a SUP request for firearm and ammunition sales or firearm ranges. These include determinations that: 1) The establishment has incorporated adequate security so as to reduce the likelihood that the use will aggravate policing issues; and 2) the proposed operational procedures are sufficient to mitigate issues related to facility security, staff and customer safety, and first responder events. Divisions 19 and 20 also establish the broad factors under which Staff may condition the approval of individual projects. These are outlined below:

#### **Firearm and Ammunition Sales - Factors for Conditions of Approval:**

- Safety and security related to the design and operation of the proposed use, security and access control systems, etc.;
- Site and building target hardening;
- Inspections to ensure compliance with conditions of approval and applicable laws;
- Weapons and ammunition storage;
- The maintenance of all required state, federal and local licenses;
- Copies of a live-scan for all applicants for employment submitted to the Chief of Police or his/her designee; and
- Liability and risk management.

#### **Firearm Range - Factors for Conditions of Approval:**

- All of those above;
- Mitigations of potential environmental issues (noise, ventilation, cleaning, etc.); and
- Health, safety, and trauma procedures and equipment for employees.

### **ENVIRONMENTAL IMPACT**

Pursuant to Sections 15060(c)(2) and (3) and 15061(b)(3) of the California Environmental Quality Act (CEQA),

regulatory actions which will not result in direct or reasonably foreseeable indirect physical change in the environment and when it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment are not subject to CEQA. The proposed ZTA is a regulatory action. Furthermore, any resulting development following approval of the ZTA is anticipated to be less intense than what is allowed by the existing regulations pertaining to firearm sales, ammunition sales, and firearm ranges within the City. Therefore, Staff has determined that there is no possibility that the project will have a significant effect on the environment and a Notice of Exemption will be filed upon approval of the ZTA by the City Council.

## **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.

## **FINANCIAL IMPACT**

No financial impacts to the City are associated with the proposed ZTA.

## **COMMITTEE OUTCOME**

This item did not originate in Committee.

*Prepared by: Doug Spondello, Principal Planner*

## **ATTACHMENTS**


1. Attachment A - Planning Commission Staff Report, Memo, and Meeting Minutes
2. Attachment B - Planning Commission Resolution No. 2019-14
3. Attachment C - Draft Ordinance (Zone Text Amendment)
4. Attachment D - Firearm-Related Land Use Map
5. CC 07.02.19 PPT Firearms Amendment (2)





## PLANNING COMMISSION STAFF REPORT

**TO:** Planning Commission

**FROM:** Douglas Spondello, Principal Planner 

**DATE** May 2, 2019

**SUBJECT:** Planning & Zoning (PZ) Permit No. 19-580-02 (Zone Text Amendment) – An Amendment to the Oxnard City Code, Chapters 11 (Permits) and 16 (Zoning Code) Pertaining to the Permitting and Development of Firearm Ranges and Businesses Engaged in the Sale of Firearms and Ammunition. The proposed regulations would apply Citywide and pertain to the General Commercial (C-2) and Limited Manufacturing (M-L) zoning districts.

- 1) **Recommendation:** That the Planning Commission adopt a resolution recommending that the City Council approve Planning & Zoning Permit No. 19-580-02 (Zone Text Amendment) establishing regulations to address firearm ranges and the sales of firearms and ammunition.
- 2) **Project Description and Applicant:** The proposed Zone Text Amendment (ZTA) modifies Oxnard City Code (OCC) Chapters 11 (Permits) and 16 (Zoning Code) to establish permitting and development requirements related to firearm ranges and businesses engaged in the sale of firearms and ammunition. Proposed modifications include OCC Chapter 11, Article VIII (Permits to Sell Concealable Firearms), OCC Section 16-10 (Definitions), OCC Chapter 16, Article V (Specific Use Requirements), and modifications to the conditionally permitted uses within the General Commercial (C-2), Limited Manufacturing (M-L), and Community Reserve (C-R) zoning districts. Filed by the City of Oxnard, Community Development Department, 214 South C Street, Oxnard, California 93030.
- 3) **Background:** In 2018, Oxnard residents expressed concerns to both the Police Department and City Council about a business proposing the retail sales of firearms that was planning to open in the 800 block of West Wooley Road. This location is within the General Commercial – Planned Development (C-2-PD) zoning district. The subject property is also located less than 100 feet from a residential neighborhood and less than 500 feet from Haydock Academy of Arts & Sciences, a public middle school (grades 6 through 8). While the proposed use was ultimately not pursued by the operator, the inquiry drew attention to the fact that neither the OCC, nor state or federal law currently includes health and safety standards or location restrictions (e.g., proximity to churches, parks, and schools - i.e., sensitive uses) for gun stores and other firearm related businesses. In contrast, the City has well-established siting, permitting, and operational requirements for businesses engaged in the sale of alcohol, cannabis (proposed), and adult businesses.

- a) Existing City Regulations:** Currently, the retail sale of firearms and ammunition is considered a “general retail” use and permitted within the following zoning districts: General Commercial (C-2), Central Business District (CBD), Commercial Manufacturing (C-M), Coastal Neighborhood Commercial (CNC), and Coastal Visitor-Serving Commercial (CVC) zoning districts and as an ancillary use within the Limited Manufacturing (M-L), Light Manufacturing (M-1), Heavy Manufacturing (M-2), and Coastal Dependent Industrial (CDI) zoning districts. Additionally, City regulations regarding home occupations prohibit the sale of firearms and ammunition which involve the storage of such items within a structure (OCC Section 16-404). With the adoption of the proposed ZTA, gun and ammunition sales will no longer be defined as general retail uses.

Firearm Ranges are also not defined and regulated in the OCC. Generally, this use would be characterized as “recreation commercial”, which can be permitted subject to issuance of a Special Use Permit (SUP) in the C-2, M-L, and M-1 zoning districts. Similarly, “rod and gun clubs” are permitted within the Commercial Recreation (C-R) zoning district with a SUP. While an SUP would be required to operate a firearm range within the C-R zoning district, the zoning ordinance does not establish any operating parameters, siting criteria, or other considerations for evaluating such a request.

Staff receives requests from the public to initiate firearm related uses very infrequently and no such requests are currently pending with the City. The City of Oxnard currently has six establishments that sell firearms, ammunition, or both, and one firearm range. These businesses are outlined below:

- **Dick’s Sporting Goods**, 231 W Esplanade Drive (Firearms and Ammunition Sales)
- **Big 5 Sporting Goods**, 2361 N Oxnard Boulevard (Firearms and Ammunition Sales)
- **Turner’s Outdoorsman**, 2051 N Rose Avenue, Suite 280 (Firearm and Ammunition Sales)
- **B&G Guns / Shooter’s Paradise**, 1910 Sunkist Circle (Firearm Range, including Firearms and Ammunition Sales)
- **Zev Technologies**, 1051 Yarnell Place (Firearm Sales)
- **Walmart Supercenter**, 2001 N Rose Avenue (Ammunition Sales)

If the proposed ZTA is adopted, the existing, legally established businesses engaged in the sale of firearms and ammunition or firearm ranges may continue to operate as non-conforming uses, in accordance with OCC Chapter 16, Article VI (Non-conforming Uses).

The OCC requires individuals seeking to sell concealable firearms to obtain a concealable weapons permit from the Police Chief during the business licensing process, pursuant to OCC Chapter 11, Article VIII. These existing regulations do not establish criteria regarding the business operation, permitted locations, or specific provisions for



suspension or revocation of the license.

- b) Urgency Ordinance – Moratorium on Firearm Retailers:** On November 27, 2018, the City Council voted 5-0 to adopt an Ordinance (No. 2950), pursuant to Government Code Section 65858, to impose a 45 day moratorium on the establishment of new retail uses selling firearms and ammunition; this action allowed the City sufficient time to study the issues and land use implications and to make recommendations to the Planning Commission and City Council. The moratorium would have expired on January 11, 2019.

On January 8, 2019, the City Council voted 7-0 to adopt an Ordinance (No. 2953) to extend the temporary moratorium for a period of eight months, from the date Ordinance No. 2950 would otherwise expire. The moratorium will expire on September 11, 2019 unless repealed with the approval of the proposed ZTA.

Following research into best practices, Community Development Department staff drafted a preliminary outline for the siting criteria and permit structure with representatives from the Police Department and City Attorney's Office. The proposed ZTA has been tailored to reflect the input resulting from these interdepartmental coordination meetings.

During both hearings to consider the moratorium and extension, a total of 20 individuals provided public comments. Generally, comments included several expressions of support for the proposed moratorium, concerns regarding the preservation of constitutional rights, concerns regarding the timing to develop and enact the resulting ZTA, and concerns that the proposed ZTA would effectively result in a "ban" on firearm retailers.

- c) Federal and State Regulations:** Firearm dealers are regulated by a number of existing federal and state laws. These laws establish requirements for the licensing of individuals operating the businesses, in addition to certain site-specific security features. California generally has adopted stricter regulations than the federal government. For example, California requires all gun sellers to be licensed (the federal government allows unlicensed gun sales at gun shows and online). California has also established criteria for "assault rifles" and regulated the sales and transfer of these firearms. California had also banned the sale of high-capacity magazines (i.e. capacity in excess of 10-rounds) however this issues and other regulations are currently being litigated. There is currently no limit to the amount of ammunition a purchaser may buy.

The State of California Department of Justice regulates the sales, ownership and transfer of firearms and safety training. There is a 10-day waiting period before the firearms dealer releases the weapon to the purchaser, and a purchaser must provide an application to purchase a firearm. The application also includes certification that the purchaser has passed a written test and submittal of the purchaser's thumbprint. The purchaser must also fulfill a safe handling demonstration requirement. During the 10-day waiting period,

the Department of Justice conducts a firearms eligibility background check to ensure that the purchaser is not prohibited from lawfully possessing firearms. Factors which may prohibit possession include felony convictions, persons with mental disorders, probation restrictions, drug addiction, and persons subject to protective orders. California also prohibits the public, open carry of loaded firearms by the general public.

As the proposed ZTA is discussed, it is as important to distinguish that the California Legislature has expressly preempted the ability of local governments to regulate certain areas of firearm law that are administered at the state level. Generally, the Legislature preempts local government in matters related to: 1) the licensing or registration of commercially manufactured firearms (Cal. Gov't Code Section 53071); 2) the licensing or permitting with respect to the purchase, ownership, possession or carrying of a concealable firearm in the home or place of business [Cal Penal Code Section 25605(b)]; and 3) regulation of the manufacture, sale or possession of imitation firearms (Cal Gov't Code Section 53071.5). A local government is granted with the ability to "...make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general [State] laws" (California State Constitution, Article XI, Section 7). The proposed ZTA is consistent with the legislation defining the scope of authority of local governments to regulate zoning and land use. The proposed ZTA also does not infringe on the protections granted by the Second Amendment of the United States Constitution. Recent case law, including the 2017 Ninth Circuit Court of Appeals decision of *Teixeira v. County of Alameda* has also affirmed that zoning requirements related to the commercial sales firearms do not constitute a violation of the Second Amendment.

- 4) Analysis – Proposed Amendments to the City Code:** Several jurisdictions within California have established land use regulations related to the sale of firearms and ammunition. These include the cities of Ventura and San Carlos, County of Alameda, and others.

The proposed ZTA is comprised of four components: a) modifications to OCC Chapter 11 (Permits), Article VIII (Permits to Sell Concealable Firearms); b) modifications to OCC Section 16-10 (Definitions) to establish definitions for ammunition, firearm range, firearm, and firearm & ammunition sales; c) amendments to establish and/or modify land uses related to these activities within the General Commercial (C-2), Limited Manufacturing (M-L) and Community Reserve (C-R) zoning districts; and d) regulations establishing siting criteria, operational considerations, and the content and process for review of SUP applications related to these uses. The full text of the ZTA is included with Attachment A.

- a) OCC Chapter 11, Article VIII (Permits to Sell Concealable Firearms):** Currently, a business proposing to sell concealable firearms must obtain a permit from the Police Chief, prior to operation. The Police Department has incorporated additional requirements and best practices with the proposed ZTA. The ZTA expands and clarifies elements of the existing permit for the sale of all firearms, not just those which are



concealable. The proposed ZTA adds provisions to OCC Section 11-222 (Investigation of Applicant) to clarify details related to a background investigation of potential retailers by the Police Chief. Additional modifications to this Section allow the Police Chief to impose conditions on these licenses related to operation of the business and safety practices. Finally, OCC Section 11-223 (Suspension, Revocation or Modification of Permit) is supplemented with new language granting the Police Chief the ability to suspend a license upon receiving credible information that the permittee has committed any crime of violence, suffered a mental health crisis, or has been diagnosed with a condition that identifies the permittee as a potential danger to themselves or others. These regulations mirror existing provisions within the state penal code that authorize the Police Department to seize firearms when specific, potentially hazardous conditions exist. Specifically, Section 18250 of the Penal Code, Section 8102 of the Welfare and Institution Code, and other State and Federal Statute, or court order which authorizes the confiscation of deadly weapons

**b) Modifications to OCC 16-10 (Definitions section of the Zoning Ordinance):**

The following definitions will be established within the zoning ordinance:

- **Ammunition** - Any cartridge or encasement containing a bullet or projectile, propellant, or explosive charge and a primer that is used in the operation of a firearm.
- **Firearm** - Any device designed to be used as a weapon or modified to be used as a weapon that expels a projectile by the force of an explosion or some other form of combustion, including any projectile which carries or contains its own fuel and is propelled by reaction. This definition does not include model rockets, airsoft guns, Nerf-type guns or paintball guns.
- **Firearm and Ammunition Sales** - A retail business that engages in the sale of firearms and/or ammunition.
- **Firearm Range** - Any public or private establishment that operates an area designated for the discharge or other use of firearms within a controlled shooting environment. Also referred to as firing or shooting range.

**c) Regulation of Land Uses within Specific Zoning Districts:** With the proposed ZTA, firearm and ammunition sales will be added as related uses requiring a SUP within the C-2 and M-L zoning districts. Firearm ranges will be added as related uses requiring an SUP within the M-L zoning district. An existing reference listing "rod and gun clubs" as a related use within the C-R zoning district will be removed.

**d) Regulations Establishing Siting Criteria, Operational Considerations, and the Content and Process for the Review of Special Use Permit Applications:**

The proposed ZTA will amend OCC Chapter 16, Article V (Specific Use Requirements) to add Division 19 (Firearm and Ammunition Sales) and Division 20 (Firearm Ranges). Each Division establishes separation requirements from specific sensitive uses,

application material required with submittal of an SUP, as well as specialized findings that the Planning Commission must determine for approval of a SUP and factors that may be addressed as conditions of approval.

#### Separation from Sensitive Uses

Proposed changes to Chapter 16, Article V (Specific Use Requirements) establish two new Divisions, 19 (Firearm and Ammunition Sales) and 20 (Firearm Ranges). These Divisions define specific separations required between firearm/ammunition sales and firearm range uses and nearby sensitive uses. These buffers are recommended for the safety and security of the public. Police Department response to incidents at facilities that handle firearms and ammunition are inherently high-risk and demand a number of additional resources versus conventional calls for service. In these cases, potential suspects would likely have access to weapons and ammunition. Police responses to these facilities are likely to evolve into evacuations of properties within several hundred feet.

Required separations between proposed firearm and ammunition sales businesses, as well as firearm ranges, are outlined in the table below. The identification of sensitive uses and requirement for separations are strategies currently proposed for cannabis related businesses:

<b>Sensitive Use</b>	<b>Required Separation</b>
Non-Residential Day Care (Child or Adult)	500 feet
<b>Park</b>	500 feet
<b>Church</b>	500 feet
School (private or public)	500 feet
Any Residentially Zoned Property	500 feet
Another legally-authorized firearm and ammunition sales business or firearm range	200 feet

\*The required separation is the distance between the closest exterior wall of the firearm range/firearms and ammunition retail business and the nearest property line of the identified sensitive use.

Staff prepared a detailed survey of all properties within the C-2 and M-L zoning districts in order to identify the number of sites within the City where firearms/ammunition sales, and firearm ranges could be located pursuant to the proposed ZTA. This information is included as Attachment B. Based on this analysis, it was determined that a total of 368 acres or 2.12% of the City would comply with the locational criteria for firearm and ammunition sales set forth in the proposed ordinance. Similarly, 221 acres or 1.27% of the City would comply with the locational criteria for firearm ranges. The number of parcels where these uses could potentially be accommodated is legally sufficient; no additional zones would be required.



**Special Use Permit (SUP) Requirement – Application Materials, Findings, and Condition of Approval**

Proposed changes to Chapter 16, Article V (Specific Use Requirements), Division 19 (Firearm and Ammunition Sales) and Division 20 (Firearm Ranges) outline specific application materials that are required to be submitted with a SUP request. SUP requests for firearm and ammunition sales must include details regarding the construction of exterior walls of the building, the placement and of exterior windows and doors, location of exterior hearing ventilation, air conditioning equipment, and skylights. The intent is to identify and address any vulnerabilities of the building to reduce the potential for burglary, vandalism, and other crimes. This information will assist staff in evaluating the request relative to Crime Prevention Through Environmental Design (CPTED) best practices. CPTED strategies are internationally recognized measures for crime prevention and advocate for clear sightlines, quality of lighting, access control systems, and other elements that reduce the potential for problem activities.

SUP requests for firearm ranges must also provide building construction details. Additional information required to evaluate firearm ranges includes an acoustical survey, detailed business plan, summary of hazardous materials (gunpowder, solvents, etc.), and parking study.

Divisions 19 and 20 also establish special findings that must be determined by the Planning Commission in order to approve a SUP request for firearm and ammunition sales or firearm ranges. In addition to the standard findings for approval of a SUP defined in OCC 16-531, the Commission must determine that: 1) The establishment has incorporated adequate security so as to reduce the likelihood that the use will aggravate policing issues; and 2) the proposed operational procedures are sufficient to mitigate issues related to facility security, staff and customer safety, and first responder events.

Finally, Divisions 19 and 20 also establish additional factors for which conditions of approval may be imposed on an SUP. These factors establish the broad categories under which Staff may condition the approval of individual projects. In addition to the standard factors for conditions imposed on an SUP defined in OCC 16-532, conditions of approval may be imposed to address the following:

**Firearm and Ammunition Sales - Factors for Conditions of Approval:**

- Safety and security related to the design and operation of the proposed use, security and access control systems, etc.;
- Site and building target hardening;
- Inspections to ensure compliance with conditions of approval and applicable laws;
- Weapons and ammunition storage;
- The maintenance of all required state, federal and local licenses; and
- Copies of a live-scan for all applicants for employment submitted to the Chief of Police or his/her designee; and
- Liability and risk management.

**Firearm Range - Factors for Conditions of Approval:**

- Safety and security related to the design and operation of the proposed use, security and access control systems, etc.;
- Site and building target hardening;
- Inspections to ensure compliance with conditions of approval and applicable laws;
- Weapons and ammunition storage;
- The maintenance of all required state, federal and local licenses;
- Copies of a live-scan for all applicants for employment submitted to the Chief of Police or his/her designee;
- Liability and risk management;
- Mitigations of potential environmental issues (noise, ventilation, cleaning, etc.); and
- Health, safety, and trauma procedures and equipment for employees.

Police Department staff have assembled a draft list of proposed conditions of approval for special use permit requests for individual establishments (see Attachment C - Draft Conditions of Approval for Individual Establishments). While all of these conditions may not apply to each firearm SUP request, these individual approvals would be adapted and modified on a project-by-project basis. These draft conditions are provided to the Commission for added context and in order to detail how the overarching factors may be addressed on individual projects.

- 5) **General Plan Consistency:** The proposed ZTA is consistent with a number of goals and policies included in the 2030 General Plan. Consistency with the 2030 General Plan is defined by the relationship between 2030 General Plan policies and the proposed Project. The three consistency classification levels are:

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

POLICY	LEVEL	POLICY OR TITLE	EXPLANATION
CD-5.2	I	Compatible Land Use	The proposed ZTA is designed to ensure adequate separation between sensitive land uses to minimize land use incompatibility.
SH-7.4	I	Limiting High Risk Land Uses	The proposed ZTA is designed to mitigate the high risk to health, safety, and welfare of residents, visitors, and workers presented by businesses involving firearms and ammunition.
ICS-19.2	I	Police Review of Development Projects	The proposed ZTA will incorporate Police Department review of proposed SUP applications and conditions.



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ICS-19.4	II	Crime Prevention Device Requirements	The proposed ZTA will assist the City in requiring crime prevention devices through the SUP process.
ICS-19.5	II	Incorporating Security Design Principles	The proposed ZTA will assist the City in creating regulations designed to encourage crime prevention and defensible space through design principles such as those employed through the National Crime Prevention Through Environmental Design Program (CPTED), and other methods to enhance public safety.
SH-6.5	II	Land Use Compatibility with Noise	The proposed ZTA will allow for the City to evaluate and mitigate noise associated with firearm ranges through the SUP process.
SH-7.11	II	Hazardous CUPA Materials Inventory	The proposed ZTA will enable project-level evaluation of hazards and hazardous material through the SUP process.
ALL OTHERS	III	All policies not listed above	No or Distant Applicability to the Proposed Project.

- 6) Environmental Determination:** Pursuant to Sections 15060(c)(2) and (3) and 15061(b)(3) of the California Environmental Quality Act (CEQA), regulatory actions which will not result in direct or reasonably foreseeable indirect physical change in the environment and when it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment are not subject to CEQA. The proposed ZTA is a regulatory action. Furthermore, any resulting foreseeable development following approval of the ZTA is anticipated to be less intense than what is allowed by the existing regulations pertaining to firearm sales, ammunition sales, and firearm range uses within the City. In light of the analysis above, Staff has determined that there is no possibility that the project will have a significant effect on the environment and a Notice of Exemption (Attachment D) will be filed upon approval of the ZTA by the City Council.
- 7) Community Outreach:** A Community Workshop meeting was held on April 15, 2019. A notice of this meeting was distributed Citywide to neighborhood chairs. Staff also mailed notice of this meeting directly to all six existing firearms and ammunition retailers within the City. No one attended the Community Workshop meeting and no communications regarding the ZTA were received by Staff.
- 8) Next Steps:** The Planning Commission's action on this matter is advisory to the City Council. The Planning Commission's recommendation will be forwarded to the City Council for consideration. Planning staff has tentatively scheduled this item for consideration at the June 4, 2019 City Council meeting.

**Attachments:**

- A. Planning Commission Resolution, Draft Council Ordinance and Zone Text Amendment
- B. Firearm Related Use Map
- C. Draft Conditions of Approval for Individual Establishments
- D. Notice of Exemption

## RESOLUTION NO. 2019-14

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING TO THE CITY COUNCIL THE ADOPTION OF ZONE TEXT AMENDMENT NO. PZ 19-580-02 TO AMEND CHAPTER 11 (PERMITS, AND 16 (ZONING CODE) OF THE OXNARD CITY CODE (OCC) TO ESTABLISH PERMITTING AND DEVELOPMENT REQUIREMENTS RELATED TO FIREARM RANGES AND BUSINESS ENGAGED IN THE SALE OF FIREARMS AND AMMUNITION. SUCH AMENDMENTS INCLUDE OCC CHAPTER 11, ARTICLE VIII (PERMITS TO SELL CONCEALABLE FIREAMRS), OCC SECTION 16-10 (DEFINITIONS), OCC CHAPTER 16, ARTICLE V (SPECIFIC USE REQUIREMETNS), AND REVISIONS TO THE CONDITIONALLY PEMITTED USES WITHIN THE C-2, M-L, AND C-R ZONING DISTRICTS. FILED BY CITY OF OXNARD, COMMUNITY DEVELOPMENT DEPARTMENT, 214 SOUTH C STREET, OXNARD, CALIFORNIA 93030.

WHEREAS, the Planning Commission of the City of Oxnard has considered zone text amendment PZ No. 19-580-02, filed by the City of Oxnard Community Development Department, to amend Chapter 11 and 16 of the City Code concerning exempt accessory structures and buildings on residential lots; and

WHEREAS, on May 2, 2019, the Planning Commission of the City of Oxnard conducted a duly noticed public hearing to consider Planning and Zoning Permit No. 19-580-02 (Zone Text Amendment) (the “Project”) in accordance with the Oxnard City Code; and

WHEREAS, the Planning Commission finds that the proposed zone text amendment serves the public interest and general welfare by encouraging the orderly development of small accessory structures and/or buildings on residential lots and providing residents with increased flexibility for the size and placement of small accessory structures and/or buildings; and

WHEREAS, the proposed Zoning Text Amendment is in the public interest and reflect the input from residents, decision-makers, and other stakeholders in the community. There are no changes recommended under the proposed zoning text amendments that would reduce or compromise existing standards that protect the health, safety or general welfare of the City; and

WHEREAS, the proposed Zone Text Amendment does not involve any direct physical changes to the environment. There are no changes in landforms or land uses are proposed as a part of the proposed Zone Text Amendment and all public services for existing land uses will remain as-is, with no changes and no diminishment of service or safety; and

WHEREAS, the adoption of Zone Text Amendment would be a reasonable exercise of the City's police powers to ensure the continued health, safety, and welfare of the public by establishing regulations related to the siting, permitting, and operation of firearm and ammunition sales businesses and firearm ranges within the City of Oxnard; and

WHEREAS, pursuant to California Environmental Quality Act (CEQA) Sections 15060(c)(2) and (3) and 15061(b)(3), regulatory actions which will not result in direct or reasonably foreseeable indirect physical change in the environment and when it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment are not subject to CEQA; and

WHEREAS, it is in the public interest, consistent with the 2030 General Plan and will further protect the public health, safety, and general welfare to establish special zoning regulations governing firearm and ammunition sales and firearm ranges.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard hereby recommends to the City Council adoption of the ordinance attached hereto as Exhibit A with the following modifications:

1. Amend Sections 16-504.1 and 16-504.2 to expand the separation requirement, from 500 feet to 600 feet, between firearms uses and sensitive uses (residentially zoned property, day care center, park, church, and school);
2. Amend Sections 16-504.1 and 16-504.2 to add the Oxnard Transportation Center and Oxnard Airport as additional sensitive uses and require a 600-foot separation between these properties and firearms uses.

FURTHERMORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard recommends that the City Council consider, as an alternative, the prohibition of additional firearm sales uses in the City of Oxnard on the basis that the six existing businesses are sufficient to serve the demands of the community.

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard on this 2nd day of May, 2019.

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Vincent Stewart, Chair

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held on the 2nd day of May, 2019, and carried by the following vote:

AYES: Commissioners: Huber, Furing, Sanchez, Dozier, and Stewart

NOES: Commissioner: Frank

ABSENT: Commissioner: Chua

ABSTAIN: Commissioner(s):

ATTEST:

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Jeffrey Lambert, AICP, Secretary

## ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING CHAPTER 11 (PERMITS) AND 16 (ZONING CODE) OF THE OXNARD CITY CODE (OCC) TO ESTABLISH PERMITTING AND DEVELOPMENT REQUIREMENTS RELATED TO FIREARM RANGES AND BUSINESSES ENGAGED IN THE SALE OF FIREARMS AND AMMUNITION. SUCH AMENDMENTS INCLUDE OCC CHAPTER 11, ARTICLE VIII (PERMITS TO SELL CONCEALABLE FIREARMS), OCC SECTION 16-10 (DEFINITIONS), OCC CHAPTER 16, ARTICLE V (SPECIFIC USE REQUIREMENTS) AND REVISIONS TO THE CONDITIONALLY PERMITTED USES WITHIN THE C-2, M-L, AND C-R ZONING DISTRICTS. FILED BY THE CITY OF OXNARD, COMMUNITY DEVELOPMENT DEPARTMENT, 214 SOUTH C STREET, OXNARD, CALIFORNIA 93030.

WHEREAS, on April 15, 2019, a public community workshop meeting was held for the community and the general public to receive community input on the proposed zone text amendment; and

WHEREAS, on May 2, 2019, the Planning Commission of the City of Oxnard conducted a duly noticed public hearing to consider Planning and Zoning Permit No. 19-580-02 (Zone Text Amendment) (the “**Project**”) in accordance with the Oxnard City Code and recommended approval to the City Council; and

WHEREAS, on \_\_\_\_\_, 2019, the City Council of the City of Oxnard conducted a duly noticed public hearing to consider the Applicant’s request to approve Planning and Zoning Permit No. 18-580-02 (Zone Text Amendment) in accordance with the Oxnard City Code, and

WHEREAS, the proposed Zoning Text Amendment is in the public interest and reflect the input from residents, decision-makers, and other stakeholders in the community. There are no changes recommended under the proposed zoning text amendments that would reduce or compromise existing standards that protect the health, safety or general welfare of the City; and

WHEREAS, the proposed Zone Text Amendment does not involve any direct physical changes to the environment. There are no changes in landforms or land uses are proposed as a part of the proposed Zone Text Amendment and all public services for existing land uses will remain as-is, with no changes and no diminishment of service or safety; and

WHEREAS, the adoption of Zone Text Amendment would be a reasonable exercise of the City’s police powers to ensure the continued health, safety, and welfare of the public by establishing regulations related to the siting, permitting and operation of firearm and ammunition sales businesses and firearm ranges within the City of Oxnard; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA) Sections 15060(c)(2) and (3) and 15061(b)(3), regulatory actions which will not result in direct or reasonably foreseeable indirect physical change in the environment and when it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment are not subject to CEQA; and

WHEREAS, it is in the public interest, consistent with the 2030 General Plan and will further protect the public health, safety, and general welfare to establish special zoning regulations governing firearm and ammunition sales and firearm ranges.

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

**Section 1. Amend Oxnard City Code Chapter 11, Article VIII “Permit to Sell Concealable Firearms”.** Existing Article VIII, Chapter 11 of the City Code shall be amended as shown below wherein strikeout indicates removed text and underline indicates added text:.

ARTICLE VIII. PERMITS TO SELL ~~FIREARMS CONCEALABLE FIREARMS~~

SEC. 11-220. ~~CONCEALABLE FIREARM SALES~~ SALES PERMIT REQUIRED; BUSINESS TAX CERTIFICATE REQUIRED.

- (A) No person shall offer for sale, sell, ~~or transfer, or advertise~~ any firearm ~~capable of being concealed upon the person~~ without first obtaining a ~~concealable~~ firearm sales permit ("permit") from the police chief.
- (B) A business tax certificate shall be obtained pursuant to Article I of Chapter 11 of this code before a permit is issued unless the person, organization, or entity applying for the permit is exempt from paying business tax fees pursuant to section 11-9 of this code.

SEC. 11-221. APPLICATION.

- (A) The application for a permit shall be on a form approved by the police chief. An applicant for a permit shall file the application with the chief of police with payment of the appropriate fee as established by resolution of the city council.
- (B) The fee shall not be returned whether the application is approved, conditioned or denied.

SEC. 11-222. INVESTIGATION OF APPLICANT.

- (A) By filing an application, the applicant consents to the police chief undertaking an investigation of the applicant and a review of the information contained in the application. Thereafter, the police chief shall approve, conditionally approve or deny the permit.
- (B) The application shall include sufficient information to facilitate the investigation by the police chief, including but not limited to: the applicant's name and identifying information, personal references, prior business and residential addresses, prior law enforcement contacts, arrests or citations.
- (C) An application which is incomplete or contains false or misleading statements will be grounds

to deny the application.

- (D) The police chief's investigation shall include the review of the application, police sources, private sources, as well as the applicant's references to determine if the applicant has any history of poor or ineffective business practices, violence, questionable temperament, or mental health issues which would support a denial of the permit.
- ~~(B)~~(E) If the application is approved or conditionally approved, the police chief shall issue the permit.
- ~~(C)~~(F) If the application is denied or conditionally approved, the police chief shall promptly notify the applicant, in writing, of the denial or conditional approval by certified or registered mail. The applicant may request a hearing as provided for herein, to review the conditions or denial of a permit.
- (G) The police chief shall include conditions upon issuance of the permit. The permit conditions shall include but not be limited to: the times, locations, and conditions under which the permit may be used; specific operational requirements related to safety or business practices that the permittee shall follow while exercising the right under the permit; and under what circumstances the permit can be suspended or revoked.

#### SEC. 11-223. SUSPENSION, REVOCATION OR MODIFICATION OF PERMIT.

- (A) The police chief may suspend, revoke or modify a permit for failure of the permittee to comply with laws, regulations, or permit conditions.
- (B) The police chief may suspend or revoke the permit if the applicant has been convicted of:
  - (1) An offense which disqualifies that person from owning or possessing a firearm under federal or California law, including but not limited to, the offenses listed in Penal Code sections 29800 through 29875 and 29900 through 29905;
  - (2) An offense relating to the manufacture, sale possession or use of a firearm or dangerous or deadly weapon or ammunition therefor;
  - (3) An offense involving the use of force of violence upon the person of another;
  - (4) An offense involving theft, fraud, dishonesty or deceit; or
  - (5) An offense involving the manufacture, sale, possession or use of a controlled substance as defined by the state Health and Safety Code;
- (C) The police chief may suspend or revoke the permit if the applicant is within a class of persons defined in Welfare and Institutions Code sections 8100 or 8103 or the applicant is currently, or has been within the last five years, an unlawful user of, or addicted to, a controlled substance as defined by the Health and Safety Code.
- (D) The police chief shall mail to the permittee a notice of intent that the permit is proposed for suspension, revocation or modification. The notice of intent shall state the reasons for the proposed suspension, revocation or modification.
- ~~(C)~~(E) The permittee may request a hearing, as provided herein, to review the proposed suspension, revocation or modification. If such a request for hearing is not timely received within 10 days of mailing the notice of intent, the police chief shall mail to the permittee a confirmation notice that the proposed suspension, revocation or modification is in effect. Such notice shall constitute an exhaustion of the administrative remedies available to the permittee.

**Section 2. Amend Oxnard City Code Section 16-10 “Definitions”.** Existing City Code Section 16-10 shall be amended as shown below to add the following definitions and reorganize the existing definitions accordingly:

- (X) AMMUNITION – Any cartridge or encasement containing a bullet or projectile, propellant, or explosive charge and a primer that is used in the operation of a firearm.
- (X) FIREARM – Any device designed to be used as a weapon or modified to be used as a weapon that expels a projectile by the force of an explosion or some other form of combustion, including any projectile which carries or contains its own fuel and is propelled by reaction. This definition does not include model rockets, airsoft guns, Nerf-type guns or paintball guns.
- (X) FIREARM AND AMMUNITION SALES – A retail business that engages in the sale of firearms and/or ammunition.
- (X) FIREARM RANGE – Any public or private establishment that operates an area designated for the discharge or other use of firearms within a controlled shooting environment. Also referred to as firing or shooting range.

**Section 3. Amend Oxnard City Code Section 16-136 “Related Uses”, C-2 General Commercial Zone.** Existing City Code Section 16-136 shall be amended as shown below to add the following and reorganize the existing uses accordingly:

- (#) Firearm and ammunition sales;

**Section 4. Amend Oxnard City Code Section 16-164 “Industrial Land Use Matrix”.** Existing City Code Section 16-164 shall be amended as shown below to add the following and reorganize the existing uses accordingly:

Land Use	Zone District					NOTES
	CM	BRP	M-L	M-1	M-2	
<u>Firearm and ammunition sales</u>			<u>SUP</u>			Refer to OCC Chapter 16, Division 19
<u>Indoor firearm range</u>			<u>SUP</u>			Refer to OCC Chapter 16, Division 20



**Section 5. Amend Oxnard City Code Section 16-257 “Related Uses”, C-R Community Reserve Zone.** Existing City Code Section 16-257 shall be amended as shown below to remove the following and reorganize the existing uses accordingly:

~~(K) Rod and gun club;~~

**Section 6. Amend Oxnard City Code Chapter 16, Article V “Specific Use Requirements”.** Existing City Code Chapter 16, Article V shall be amended as shown below:

Division 19. FIREARM AND AMMUNITION SALES

SEC. 16-504.1. PURPOSE AND INTENT.

- (A) Firearm and ammunition sales may be established, subject to all other provisions of this Chapter and Division, only in the General Commercial (C-2) and Limited Manufacturing (M-L) zoning districts. For the purposes of this Division, the establishment of any business engaged in firearm and ammunition sales shall include the locating and opening of such a business as a new business, the relocation of such business, the conversion of an existing business location to any firearm and ammunition sales use, or the expansion of an existing firearm and ammunition sales use.
- (B) Locational Criteria: In the C-2 and M-L zoning districts, no firearm and ammunition sales use may be established within the following proximity to the sensitive uses identified below:
- (1) Within 500 feet of any residentially zoned property;
  - (2) Within 500 feet of any day care center. For the purposes of this Division, ‘day care center’ includes any child or adult day care facility other than a family day care home and includes infant center, preschools, extended day care facilities for adults and/or children which involve the supervision of more than 14 persons for a period of less than 24 hours per day;
  - (3) Within 500 feet of any park. For the purposes of this Division, ‘park’ includes any land or easements owned or leased by the City of Oxnard which, by ordinance, resolution, regulation or agreement, is dedicated to or operated by the City for purposes of public recreation, be it active or passive. This term does not apply to trails, bikeways, or similar facilities;
  - (4) Within 500 feet of any church, as defined by Section 16-10 – A building primarily operated for worship or for promotion of religious activities excluding other buildings or activities maintained by religious organizations such as educational institutions, hospitals, homeless shelters, and day care centers or operations that are commercial in nature;
  - (5) Within 500 feet of any school. For the purposes of this Division, ‘school’ includes any child day care facility or educational institution for minors, whether public or private, offering instruction in those courses of study required by the California Education Code and maintained pursuant to standards set by the state Board of Education. This definition includes nursery school, kindergarten, elementary school, middle or junior high school, senior high school, or any special institution of education for grades K through 12. This definition does not include tutoring centers, a professional or commercial school, or an institution of higher education, including a community or junior college, college, or university; and

- (6) Within 200 feet of another legally authorized firearm and ammunition sales business or firearm range.
- (C) Measurement: All locational criteria outlined in this Division shall be calculated using the distance between the closest exterior wall of the firearm and ammunition sales business and the nearest property line of the identified sensitive use in a straight line extended between two points, without regard for intervening structures.
- (D) Permit Requirements and Conditions: The establishment of a firearm and ammunition sales use is permitted only on approval of a special use permit, as provided in Sections 16-530 through 16-553.
- (1) In addition to the application materials described in Section 16-533, the following information shall be provided within an application for a special use permit:
- (a) Plans shall indicate the nature of construction of exterior walls, placement, and size of exterior windows and doors, and location of exterior heating, ventilation, air conditioning equipment, and skylights.
  - (b) A business proposal detailing the proposed operation, what types of firearms and ammunition will be sold and stored on-site, an account of the quantities, types, storage, and handling of any hazardous materials, and any ancillary services performed, including firearm repair and maintenance.
  - (c) Staff positions and responsibilities.
- (2) In addition to the factors described in Section 16-532, conditions of approval involving the following factors may be imposed by the Planning Commission on a special use permit for firearm and ammunition sales:
- (a) Safety and security related to the design and operation of the proposed use, security and access control systems, etc.;
  - (b) Site and building target hardening;
  - (c) Inspections to ensure compliance with conditions of approval and applicable laws;
  - (d) Weapons and ammunition storage;
  - (e) The maintenance of all required state, federal and local licenses;
  - (f) Copies of a live-scan for all applicants for employment, submitted to the Chief of Police or his/her designee; and
  - (g) Liability and risk management.
- (E) Requirements for Granting: In addition to those findings listed in Section 16-531, the applicant must demonstrate and the Planning Commission must find that the proposed use is in conformance with the following, prior to granting a special use permit for the sale of firearms and ammunition:
- (1) The establishment has incorporated adequate security so as to reduce the likelihood that the use will aggravate policing issues; and
  - (2) The proposed operational procedures are sufficient to mitigate issues related to facility security, staff and customer safety, and first responder events.

## Division 20. FIREARM RANGES

### SEC. 16-504.2. PURPOSE AND INTENT.

- (A) Firearm ranges may be established, subject to all other provisions of this Chapter and Division, only in the Limited Manufacturing (M-L) zoning district. For the purposes of this

- Division, the establishment of any firearm range shall include the locating and opening of such a business as a new business, the relocation of such business, the conversion of an existing business location to a firearm range, or the expansion of an existing firearm range.
- (B) Locational Criteria: In the M-L zoning district, no firearm range may be established within the following proximity to the sensitive uses identified below:
- (1) Within 500 feet of any residentially zoned property;
  - (2) Within 500 feet of any day care center. For the purposes of this Division, 'day care center' includes any child or adult day care facility other than a family day care home and includes infant center, preschools, extended day care facilities for adults and/or children which involve the supervision of more than 14 persons for a period of less than 24 hours per day;
  - (3) Within 500 feet of any park. For the purposes of this Division, 'park' includes any land or easements owned or leased by the City of Oxnard which, by ordinance, resolution, regulation or agreement, is dedicated to or operated by the City for purposes of public recreation, be it active or passive. This term does not apply to trails, bikeways, or similar facilities;
  - (4) Within 500 feet of any church, as defined by Section 16-10 – A building primarily operated for worship or for promotion of religious activities excluding other buildings or activities maintained by religious organizations such as educational institutions, hospitals, homeless shelters, and day care centers or operations that are commercial in nature;
  - (5) Within 500 feet of any school. For the purposes of this Division, 'school' includes any child day care facility or educational institution for minors, whether public or private, offering instruction in those courses of study required by the California Education Code and maintained pursuant to standards set by the state Board of Education. This definition includes nursery school, kindergarten, elementary school, middle or junior high school, senior high school, or any special institution of education for grades K through 12. This definition does not include tutoring centers, a professional or commercial school, or an institution of higher education, including a community or junior college, college, or university; and
  - (6) Within 200 feet of another legally authorized firearm and ammunition sales business or firearm range.
- (C) Measurement: All locational criteria outlined in this Division shall be calculated using the distance between the closest exterior wall of the firearm and ammunition sales business and the nearest property line of the identified sensitive use in a straight line extended between two points, without regard for intervening structures.
- (D) Permit Requirements and Conditions: The establishment of a firearm range is permitted only on approval of a special use permit, as provided in Sections 16-530 through 16-553.
- (1) In addition to the application materials described in Section 16-533, the following information shall be provided within an application for a special use permit:
    - (a) Plans shall indicate the nature of construction of exterior walls, placement, and size of exterior windows and doors, and location of exterior heating, ventilation, air conditioning equipment, and skylights.
    - (b) A business proposal detailing the proposed operation including the number of shooters to be accommodated, whether the range will emphasize training or competitive activities, what types of firearms and ammunition will be used, any special uses proposed (e.g., advanced training, special weapons, or explosives),

individual customer storage facilities, an account of the quantities, types, storage, and handling of any hazardous materials, and any ancillary services performed, including firearm repair and maintenance.

(c) Details regarding proposed ventilation systems for the building, including any filtration systems.

(d) Staff positions and responsibilities.

(e) A parking study, prepared pursuant to Section 16-651.

(2) In addition to the factors described in Section 16-532, conditions of approval involving the following factors may be imposed by the Planning Commission on a special use permit for firearm ranges:

(a) Safety and security related to the design and operation of the proposed use, security and access control systems, etc.;

(b) Site and building target hardening;

(c) Inspections to ensure compliance with conditions of approval and applicable laws;

(d) Weapons and ammunition storage;

(e) The maintenance of all required state, federal and local licenses;

(f) Copies of a live-scan for all applicants for employment, submitted to the Chief of Police or his/her designee; and

(g) Liability and risk management.

(h) Mitigations of potential environmental issues (noise, ventilation, cleaning, etc.).

(i) Health, safety and trauma procedures and equipment for employees.

(E) Requirements for Granting: In addition to those findings listed in Section 16-531, the applicant must demonstrate and the Planning Commission must find that the proposed use is in conformance with the following, prior to granting a special use permit for the operation of a firearms range:

(1) The establishment has incorporated adequate security so as to reduce the likelihood that the use will aggravate policing issues; and

(2) The proposed operational procedures are sufficient to mitigate issues related to facility security, staff and customer safety, and first responder events.

**Section 7.** If any section, sentence, clause or phrase of this Ordinance is determined to be invalid, illegal or unconstitutional by a decision or order of any court of competent jurisdiction, then decision or order shall not affect the validity and enforceability of the remaining portions of this Ordinance. The City Council declares that it would have passed and adopted this Ordinance, and each section, sentence, subsection, clause, phrase, part or portion thereof, regardless of the fact that any one or more sections, sentences, subsections, clauses, phrases, be declared invalid or unconstitutional.

**Section 8.** Cumulative Ordinance. Nothing in this Ordinance shall be interpreted to allow any land use which is not expressly listed as permitted or conditionally permitted within the City's Zoning Code.

**Section 9.** Exempt from CEQA. The City Council determines and finds that the adoption of this Ordinance is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) and (3) and 15061(b)(3) of the Guidelines to the

Ordinance No. \_\_\_\_\_  
 PZ 19-580-02 (Zone Text Amendment)  
 Page 9

California Environmental Quality Act 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. Therefore, CEQA does not apply to this action.

**Section 10.** Pursuant to Government 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 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 11.** The City Clerk shall certify as to the adoption of this Ordinance and shall cause summary thereof to be published within fifteen calendar (15) days of the adoption and shall post a certified copy of this Ordinance, including 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 \_\_\_\_\_ 2019, to become effective thirty (30) days thereafter.

PASSED AND ADOPTED this \_\_\_ day of \_\_\_\_\_, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
 ATTEST:

Tim Flynn, Mayor

\_\_\_\_\_  
 Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
 Stephen M. Fischer, City Attorney

## ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING CHAPTER 11 (PERMITS) AND 16 (ZONING CODE) OF THE OXNARD CITY CODE (OCC) TO ESTABLISH PERMITTING AND DEVELOPMENT REQUIREMENTS RELATED TO FIREARM RANGES AND BUSINESSES ENGAGED IN THE SALE OF FIREARMS AND AMMUNITION. SUCH AMENDMENTS INCLUDE OCC CHAPTER 11, ARTICLE VIII (PERMITS TO SELL CONCEALABLE FIREARMS), OCC SECTION 16-10 (DEFINITIONS), OCC CHAPTER 16, ARTICLE V (SPECIFIC USE REQUIREMENTS) AND REVISIONS TO THE CONDITIONALLY PERMITTED USES WITHIN THE C-2, M-L, AND C-R ZONING DISTRICTS. FILED BY THE CITY OF OXNARD, COMMUNITY DEVELOPMENT DEPARTMENT, 214 SOUTH C STREET, OXNARD, CALIFORNIA 93030.

WHEREAS, on April 15, 2019, a public community workshop meeting was held for the community and the general public to receive community input on the proposed zone text amendment; and

WHEREAS, on May 2, 2019, the Planning Commission of the City of Oxnard conducted a duly noticed public hearing to consider Planning and Zoning Permit No. 19-580-02 (Zone Text Amendment) (the “**Project**”) in accordance with the Oxnard City Code and recommended approval to the City Council; and

WHEREAS, on June 4, 2019, the City Council of the City of Oxnard conducted a duly noticed public hearing to consider the Applicant’s request to approve Planning and Zoning Permit No. 18-580-02 (Zone Text Amendment) in accordance with the Oxnard City Code, and

WHEREAS, the proposed Zoning Text Amendment is in the public interest and reflect the input from residents, decision-makers, and other stakeholders in the community. There are no changes recommended under the proposed zoning text amendments that would reduce or compromise existing standards that protect the health, safety or general welfare of the City; and

WHEREAS, the proposed Zone Text Amendment does not involve any direct physical changes to the environment. There are no changes in landforms or land uses are proposed as a part of the proposed Zone Text Amendment and all public services for existing land uses will remain as-is, with no changes and no diminishment of service or safety; and

WHEREAS, the adoption of Zone Text Amendment would be a reasonable exercise of the City’s police powers to ensure the continued health, safety, and welfare of the public by establishing regulations related to the siting, permitting and operation of firearm and ammunition sales businesses and firearm ranges within the City of Oxnard; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA) Sections 15060(c)(2) and (3) and 15061(b)(3), regulatory actions which will not result in direct or reasonably foreseeable indirect physical change in the environment and when it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment are not subject to CEQA; and

WHEREAS, it is in the public interest, consistent with the 2030 General Plan and will further protect the public health, safety, and general welfare to establish special zoning regulations governing firearm and ammunition sales and firearm ranges.

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

**Section 1. Amend Oxnard City Code Chapter 11, Article VIII “Permit to Sell Concealable Firearms”.** Existing Article VIII, Chapter 11 of the City Code shall be amended as shown below wherein strikeout indicates removed text and underline indicates added text:.

ARTICLE VIII. PERMITS TO SELL FIREARMS ~~CONCEALABLE FIREARMS~~

SEC. 11-220. ~~CONCEALABLE~~ FIREARM SALES PERMIT REQUIRED; BUSINESS TAX CERTIFICATE REQUIRED.

- (A) No person shall offer for sale, sell, or transfer, ~~or advertise~~ any firearm ~~capable of being concealed upon the person~~ without first obtaining a ~~concealable~~ firearm sales permit ("permit") from the police chief.
- (B) A business tax certificate shall be obtained pursuant to Article I of Chapter 11 of this code before a permit is issued unless the person, organization, or entity applying for the permit is exempt from paying business tax fees pursuant to section 11-9 of this code.

SEC. 11-221. APPLICATION.

- (A) The application for a permit shall be on a form approved by the police chief. An applicant for a permit shall file the application with the chief of police with payment of the appropriate fee as established by resolution of the city council.
- (B) The fee shall not be returned whether the application is approved, conditioned or denied.

SEC. 11-222. INVESTIGATION OF APPLICANT.

- (A) By filing an application, the applicant consents to the police chief undertaking an investigation of the applicant and a review of the information contained in the application. Thereafter, the police chief shall approve, conditionally approve or deny the permit.
- (B) The application shall include sufficient information to facilitate the investigation by the police chief, including but not limited to: the applicant's name and identifying information, personal references, prior business and residential addresses, prior law enforcement contacts, arrests or citations.
- (C) An application which is incomplete or contains false or misleading statements will be grounds

- to deny the application .
- (D) The police chief's investigation shall include the review of the application, police sources, private sources, as well as the applicant's references to determine if the applicant has any history of poor or ineffective business practices, violence, questionable temperament, or mental health issues which would support a denial of the permit.
- ~~(B)~~(E) If the application is approved or conditionally approved, the police chief shall issue the permit.
- ~~(C)~~(F) If the application is denied or conditionally approved, the police chief shall promptly notify the applicant, in writing, of the denial or conditional approval by certified or registered mail. The applicant may request a hearing as provided for herein, to review the conditions or denial of a permit.
- (G) The police chief shall include conditions upon issuance of the permit. The permit conditions shall include but not be limited to: the times, locations, and conditions under which the permit may be used; specific operational requirements related to safety or business practices that the permittee shall follow while exercising the right under the permit; and under what circumstances the permit can be suspended or revoked.

#### SEC. 11-223. SUSPENSION, REVOCATION OR MODIFICATION OF PERMIT.

- (A) The police chief may suspend, revoke or modify a permit for failure of the permittee to comply with laws, regulations, or permit conditions.
- (B) The police chief may suspend or revoke the permit if the applicant has been convicted of:
- (1) An offense which disqualifies that person from owning or possessing a firearm under federal or California law, including but not limited to, the offenses listed in Penal Code sections 29800 through 29875 and 29900 through 29905;
  - (2) An offense relating to the manufacture, sale possession or use of a firearm or dangerous or deadly weapon or ammunition therefor;
  - (3) An offense involving the use of force of violence upon the person of another;
  - (4) An offense involving theft, fraud, dishonesty or deceit; or
  - (5) An offense involving the manufacture, sale, possession or use of a controlled substance as defined by the state Health and Safety Code;
- (C) The police chief may suspend or revoke the permit if the applicant is within a class of persons defined in Welfare and Institutions Code sections 8100 or 8103 or the applicant is currently, or has been within the last five years, an unlawful user of, or addicted to, a controlled substance as defined by the Health and Safety Code.
- ~~(D)~~ The police chief shall mail to the permittee a notice of intent that the permit is proposed for suspension, revocation or modification. The notice of intent shall state the reasons for the proposed suspension, revocation or modification.
- ~~(C)~~(E) The permittee may request a hearing, as provided herein, to review the proposed suspension, revocation or modification. If such a request for hearing is not ~~timely~~ received within 10 days of mailing the notice of intent, the police chief shall mail to the permittee a confirmation notice that the proposed suspension, revocation or modification is in effect. Such notice shall constitute an exhaustion of the administrative remedies available to the permittee.



**Section 2. Amend Oxnard City Code Section 16-10 “Definitions”.** Existing City Code Section 16-10 shall be amended as shown below to add the following definitions and reorganize the existing definitions accordingly:

- (X) AMMUNITION – Any cartridge or encasement containing a bullet or projectile, propellant, or explosive charge and a primer that is used in the operation of a firearm.
- (X) FIREARM – Any device designed to be used as a weapon or modified to be used as a weapon that expels a projectile by the force of an explosion or some other form of combustion, including any projectile which carries or contains its own fuel and is propelled by reaction. This definition does not include model rockets, airsoft guns, Nerf-type guns or paintball guns.
- (X) FIREARM AND AMMUNITION SALES – A retail business that engages in the sale of firearms and/or ammunition.
- (X) FIREARM RANGE – Any public or private establishment that operates an area designated for the discharge or other use of firearms within a controlled shooting environment. Also referred to as firing or shooting range.

**Section 3. Amend Oxnard City Code Section 16-136 “Related Uses”, C-2 General Commercial Zone.** Existing City Code Section 16-136 shall be amended as shown below to add the following and reorganize the existing uses accordingly:

- (#) Firearm and ammunition sales;

**Section 4. Amend Oxnard City Code Section 16-164 “Industrial Land Use Matrix”.** Existing City Code Section 16-164 shall be amended as shown below to add the following and reorganize the existing uses accordingly:

Land Use	Zone District					NOTES
	CM	BRP	M-L	M-1	M-2	
<u>Firearm and ammunition sales</u>			<u>SUP</u>			<u>Refer to OCC Chapter 16, Division 19</u>
<u>Indoor firearm range</u>			<u>SUP</u>			<u>Refer to OCC Chapter 16, Division 20</u>

**Section 5. Amend Oxnard City Code Section 16-257 “Related Uses”, C-R Community Reserve Zone.** Existing City Code Section 16-257 shall be amended as shown below to remove the following and reorganize the existing uses accordingly:

~~(K) Rod and gun club;~~

**Section 6. Amend Oxnard City Code Chapter 16, Article V “Specific Use Requirements”.** Existing City Code Chapter 16, Article V shall be amended as shown below:

#### Division 19. FIREARM AND AMMUNITION SALES

##### SEC. 16-504.1. PURPOSE AND INTENT.

- (A) Firearm and ammunition sales may be established, subject to all other provisions of this Chapter and Division, only in the General Commercial (C-2) and Limited Manufacturing (M-L) zoning districts. For the purposes of this Division, the establishment of any business engaged in firearm and ammunition sales shall include the locating and opening of such a business as a new business, the relocation of such business, the conversion of an existing business location to any firearm and ammunition sales use, or the expansion of an existing firearm and ammunition sales use.
- (B) Locational Criteria: In the C-2 and M-L zoning districts, no firearm and ammunition sales use may be established within the following proximity to the sensitive uses identified below:
- (1) Within 600 feet of any residentially zoned property;
  - (2) Within 600 feet of any day care center. For the purposes of this Division, ‘day care center’ includes any child or adult day care facility other than a family day care home and includes infant center, preschools, extended day care facilities for adults and/or children which involve the supervision of more than 14 persons for a period of less than 24 hours per day;
  - (3) Within 600 feet of any park. For the purposes of this Division, ‘park’ includes any land or easements owned or leased by the City of Oxnard which, by ordinance, resolution, regulation or agreement, is dedicated to or operated by the City for purposes of public recreation, be it active or passive. This term does not apply to trails, bikeways, or similar facilities;
  - (4) Within 600 feet of any church, as defined by Section 16-10 – A building primarily operated for worship or for promotion of religious activities excluding other buildings or activities maintained by religious organizations such as educational institutions, hospitals, homeless shelters, and day care centers or operations that are commercial in nature;
  - (5) Within 600 feet of any school. For the purposes of this Division, ‘school’ includes any child day care facility or educational institution for minors, whether public or private, offering instruction in those courses of study required by the California Education Code and maintained pursuant to standards set by the state Board of Education. This definition includes nursery school, kindergarten, elementary school, middle or junior high school, senior high school, or any special institution of education for grades K through 12. This definition does not include tutoring centers, a professional or commercial school, or an institution of higher education, including a community or junior college, college, or university;

- (6) Within 600 feet of the boundaries of the Oxnard Transportation Center and Oxnard Airport; and
- (7) Within 200 feet of another legally authorized firearm and ammunition sales business or firearm range.
- (C) Measurement: All locational criteria outlined in this Division shall be calculated using the distance between the closest exterior wall of the firearm and ammunition sales business and the nearest property line of the identified sensitive use in a straight line extended between two points, without regard for intervening structures.
- (D) Permit Requirements and Conditions: The establishment of a firearm and ammunition sales use is permitted only on approval of a special use permit, as provided in Sections 16-530 through 16-553.
  - (1) In addition to the application materials described in Section 16-533, the following information shall be provided within an application for a special use permit:
    - (a) Plans shall indicate the nature of construction of exterior walls, placement, and size of exterior windows and doors, and location of exterior heating, ventilation, air conditioning equipment, and skylights.
    - (b) A business proposal detailing the proposed operation, what types of firearms and ammunition will be sold and stored on-site, an account of the quantities, types, storage, and handling of any hazardous materials, and any ancillary services performed, including firearm repair and maintenance.
    - (c) Staff positions and responsibilities.
  - (2) In addition to the factors described in Section 16-532, conditions of approval involving the following factors may be imposed by the Planning Commission on a special use permit for firearm and ammunition sales:
    - (a) Safety and security related to the design and operation of the proposed use, security and access control systems, etc.;
    - (b) Site and building target hardening;
    - (c) Inspections to ensure compliance with conditions of approval and applicable laws;
    - (d) Weapons and ammunition storage;
    - (e) The maintenance of all required state, federal and local licenses;
    - (f) Copies of a live-scan for all applicants for employment, submitted to the Chief of Police or his/her designee; and
    - (g) Liability and risk management.
- (E) Requirements for Granting: In addition to those findings listed in Section 16-531, the applicant must demonstrate and the Planning Commission must find that the proposed use is in conformance with the following, prior to granting a special use permit for the sale of firearms and ammunition:
  - (1) The establishment has incorporated adequate security so as to reduce the likelihood that the use will aggravate policing issues; and
  - (2) The proposed operational procedures are sufficient to mitigate issues related to facility security, staff and customer safety, and first responder events.

## Division 20. FIREARM RANGES

### SEC. 16-504.2. PURPOSE AND INTENT.

- (A) Firearm ranges may be established, subject to all other provisions of this Chapter and Division, only in the Limited Manufacturing (M-L) zoning district. For the purposes of this Division, the establishment of any firearm range shall include the locating and opening of such a business as a new business, the relocation of such business, the conversion of an existing business location to a firearm range, or the expansion of an existing firearm range.
- (B) Locational Criteria: In the M-L zoning district, no firearm range may be established within the following proximity to the sensitive uses identified below:
- (1) Within 600 feet of any residentially zoned property;
  - (2) Within 600 feet of any day care center. For the purposes of this Division, ‘day care center’ includes any child or adult day care facility other than a family day care home and includes infant center, preschools, extended day care facilities for adults and/or children which involve the supervision of more than 14 persons for a period of less than 24 hours per day;
  - (3) Within 600 feet of any park. For the purposes of this Division, ‘park’ includes any land or easements owned or leased by the City of Oxnard which, by ordinance, resolution, regulation or agreement, is dedicated to or operated by the City for purposes of public recreation, be it active or passive. This term does not apply to trails, bikeways, or similar facilities;
  - (4) Within 600 feet of any church, as defined by Section 16-10 – A building primarily operated for worship or for promotion of religious activities excluding other buildings or activities maintained by religious organizations such as educational institutions, hospitals, homeless shelters, and day care centers or operations that are commercial in nature;
  - (5) Within 600 feet of any school. For the purposes of this Division, ‘school’ includes any child day care facility or educational institution for minors, whether public or private, offering instruction in those courses of study required by the California Education Code and maintained pursuant to standards set by the state Board of Education. This definition includes nursery school, kindergarten, elementary school, middle or junior high school, senior high school, or any special institution of education for grades K through 12. This definition does not include tutoring centers, a professional or commercial school, or an institution of higher education, including a community or junior college, college, or university;
  - (6) Within 600 feet of the boundaries of the Oxnard Transportation Center and Oxnard Airport; and
  - (7) Within 200 feet of another legally authorized firearm and ammunition sales business or firearm range.
- (C) Measurement: All locational criteria outlined in this Division shall be calculated using the distance between the closest exterior wall of the firearm and ammunition sales business and the nearest property line of the identified sensitive use in a straight line extended between two points, without regard for intervening structures.
- (D) Permit Requirements and Conditions: The establishment of a firearm range is permitted only on approval of a special use permit, as provided in Sections 16-530 through 16-553.
- (1) In addition to the application materials described in Section 16-533, the following information shall be provided within an application for a special use permit:
    - (a) Plans shall indicate the nature of construction of exterior walls, placement, and size of exterior windows and doors, and location of exterior heating, ventilation, air conditioning equipment, and skylights.

(b) A business proposal detailing the proposed operation including the number of shooters to be accommodated, whether the range will emphasize training or competitive activities, what types of firearms and ammunition will be used, any special uses proposed (e.g., advanced training, special weapons, or explosives), individual customer storage facilities, an account of the quantities, types, storage, and handling of any hazardous materials, and any ancillary services performed, including firearm repair and maintenance.

(c) Details regarding proposed ventilation systems for the building, including any filtration systems.

(d) Staff positions and responsibilities.

(e) A parking study, prepared pursuant to Section 16-651.

(2) In addition to the factors described in Section 16-532, conditions of approval involving the following factors may be imposed by the Planning Commission on a special use permit for firearm ranges:

(a) Safety and security related to the design and operation of the proposed use, security and access control systems, etc.;

(b) Site and building target hardening;

(c) Inspections to ensure compliance with conditions of approval and applicable laws;

(d) Weapons and ammunition storage;

(e) The maintenance of all required state, federal and local licenses;

(f) Copies of a live-scan for all applicants for employment, submitted to the Chief of Police or his/her designee; and

(g) Liability and risk management.

(h) Mitigations of potential environmental issues (noise, ventilation, cleaning, etc.).

(i) Health, safety and trauma procedures and equipment for employees.

(E) Requirements for Granting: In addition to those findings listed in Section 16-531, the applicant must demonstrate and the Planning Commission must find that the proposed use is in conformance with the following, prior to granting a special use permit for the operation of a firearms range;

(1) The establishment has incorporated adequate security so as to reduce the likelihood that the use will aggravate policing issues; and

(2) The proposed operational procedures are sufficient to mitigate issues related to facility security, staff and customer safety, and first responder events.

**Section 7.** If any section, sentence, clause or phrase of this Ordinance is determined to be invalid, illegal or unconstitutional by a decision or order of any court of competent jurisdiction, then decision or order shall not affect the validity and enforceability of the remaining portions of this Ordinance. The City Council declares that it would have passed and adopted this Ordinance, and each section, sentence, subsection, clause, phrase, part or portion thereof, regardless of the fact that any one or more sections, sentences, subsections, clauses, phrases, be declared invalid or unconstitutional.

**Section 8.** Cumulative Ordinance. Nothing in this Ordinance shall be interpreted to allow any land use which is not expressly listed as permitted or conditionally permitted within the City's Zoning Code.

**Section 9.** Exempt from CEQA. The City Council determines and finds that the adoption of this Ordinance is exempt from review under the California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2) and (3) and 15061(b)(3) of the Guidelines to the California Environmental Quality Act 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. Therefore, CEQA does not apply to this action.

**Section 10.** Pursuant to Government 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 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 11.** The City Clerk shall certify as to the adoption of this Ordinance and shall cause summary thereof to be published within fifteen calendar (15) days of the adoption and shall post a certified copy of this Ordinance, including 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 June 4, 2019, to become effective thirty (30) days thereafter.

PASSED AND ADOPTED this 4th day of June, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
 Tim Flynn, Mayor

ATTEST:

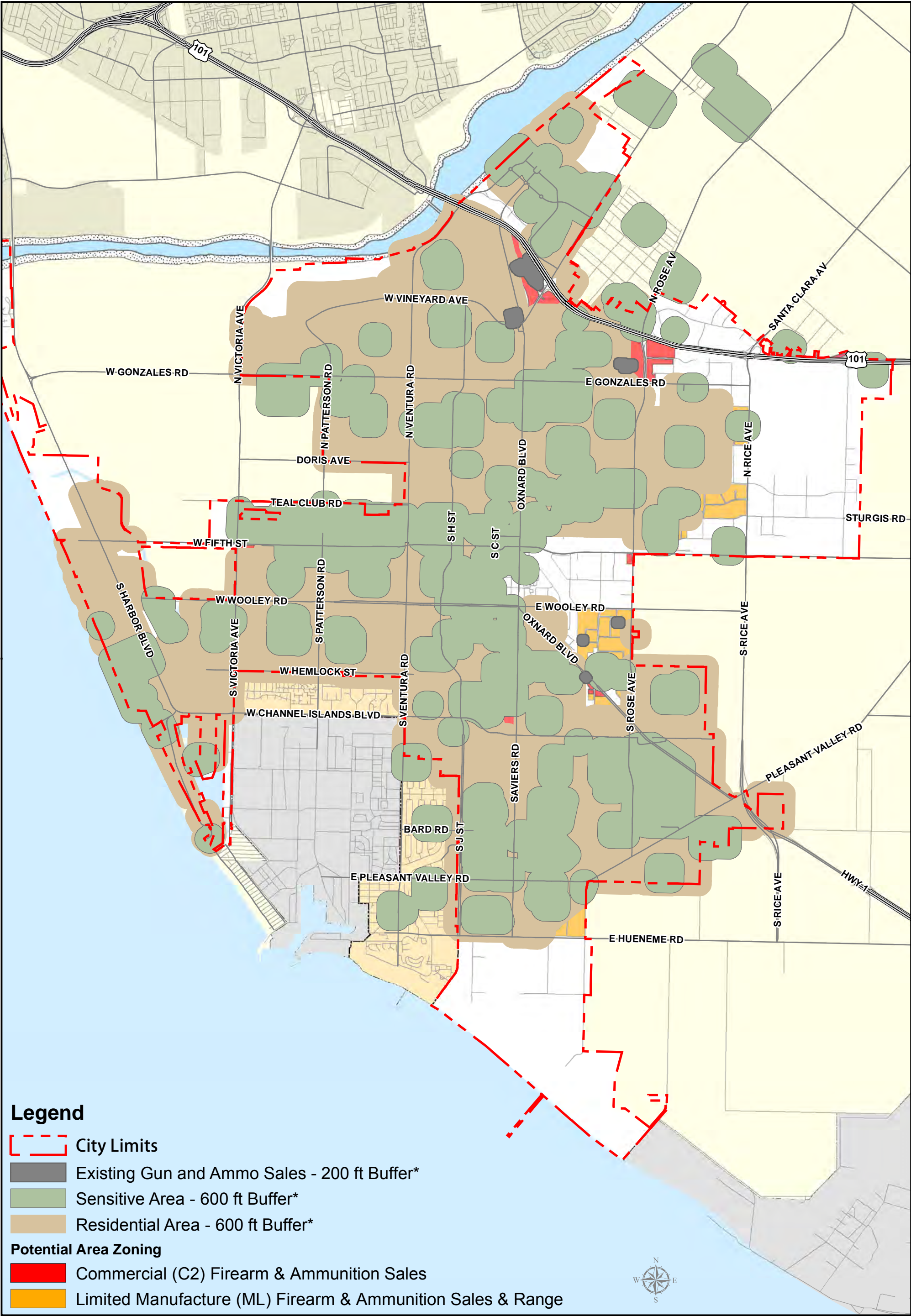
\_\_\_\_\_  
 Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
 Stephen M. Fischer, City Attorney



# CITY OF OXNARD FIREARM-RELATED USE AREAS



# City Code Amendment for Firearm-Related Businesses

**PZ No. 19-580-02  
(Zone Text Amendment)**

Isidro Figueroa, Interim Planning Manager  
Community Development Department

City Council Meeting  
July 2, 2019



- The proposed Zone Text Amendment (ZTA) outlines where gun stores and gun ranges should be located and establishes a permit process (special use permit) for the review of new businesses.
- The proposed ZTA does not regulate firearm ownership or private use, an individual's ability to purchase firearms or ammunition, or rights to bear arms.

- A permit is required for the sale of concealable weapons, issued by the Police Chief.
  - Oxnard City Code (OCC) Ch 11, Article VIII
- Retail sales of firearms and ammunition are allowed anywhere commercial retail uses are permitted.
- Firing Ranges are allowed as “commercial recreation” in several zones with a special use permit.
  - The regulations do not identify any special considerations or separation from sensitive uses.

- Home-based businesses involving firearms and ammunition are prohibited (OCC 16-404).
- Currently, there are a total of six establishments in the City that legally operate firearm ranges or sell firearms and/or ammunition.

- **November 27, 2018** - City Council adopts an ordinance to impose a 45-day moratorium on new retail uses selling firearms and ammunition.
- **January 8, 2019** - City Council extends the moratorium for 8 months to allow Staff time to study the issue and make recommendations. The ordinance will expire on September 11, 2019.
- An interdepartmental team including staff from the Community Development Department, Police Department, and City Attorney's Office reviewed best practices and prepared the ZTA.

- **May 2, 2019** - Planning Commission recommends City Council adopt the proposed ordinance with the following changes:
  - Sensitive use buffer increased from 500 to 600 feet
  - Addition of Oxnard Transportation Center and Airport as sensitive uses
  - As an alternative, the Commission also recommended that Council consider prohibition of additional firearm sales.

- Community Workshop Meeting was held on April 15. All six existing firearm and ammunition vendors were invited to attend the Community Workshop meeting. No one attended the meeting.
- All six existing firearm and ammunition vendors were invited to attend the Community Workshop, Planning Commission, and City Council meetings.
- To date, Staff has received no comments or questions from the public regarding the proposed ZTA.

- Protect health and safety of our residents and visitors;
- Promote health, safety, neighborhood compatibility, and community character; and
- Minimize the potential for inherently high-risk police incidents.
- The City regulates a variety of land uses on this basis, including:
  - Cannabis (ensure land use compatibility)
  - Heavy industrial uses (potential hazards);
  - Businesses selling and/or serving alcohol (crime and concentration);
  - Outdoor storage (appearance); and
  - Short-Term Rentals [Proposed] (community impacts).

The following definitions will be added to the City Code:

- Ammunition
- Firearm
- Firearm and Ammunition Sales
- Firearm Range



The Code will be modified to allow firearm uses within the following zones:

Use	Approved Zones	SUP Required
Indoor Firearm Range	Limited Manufacturing (M-L)	Yes
Firearm or Ammunition Sales	General Commercial (C-2) Limited Manufacturing (M-L)	Yes

An existing provision allowing “rod and gun clubs” in the Community Reserve (C-R) zone will be removed.

Firearms related businesses must maintain the following separations from sensitive uses:

Sensitive Use	Required Separation*
Non-Residential Day Care (Child or Adult)	<del>500</del> <u>600</u> feet
Park	<del>500</del> <u>600</u> feet
Church	<del>500</del> <u>600</u> feet
School (private or public)	<del>500</del> <u>600</u> feet
Any Residentially Zoned Property	<del>500</del> <u>600</u> feet
<u>Oxnard Airport and Transportation Center</u>	<u>600 feet</u>
Another legally-authorized firearm and ammunition sales business or firearm range	200 feet

# Firearm-Related Land Use Map

- **Firearm and Ammunition Sales**  
276 acres / 1.59% of City
- **Firearm Ranges**  
183 acres / 1.05% of City
- Existing uses will be “grandfathered” as existing non-conforming. May maintain and/or transfer ownership existing locations but not expand or intensify.  
(Ch. 16, Article VI. Non-Conforming Uses)



- Additional application materials for Special Use Permit, approved by Planning Commission (noise, wall construction, hazardous materials).
- Additional project findings for approval required to be made by Planning Commission.
- Enhanced factors for conditions of approval on individual projects.

- Expand the existing permit to sell concealable firearms to apply to any firearm sales.
- Regulations allow:
  - the Police Department to conduct a background check of the Applicant.
  - the Police Chief to impose conditions related to operation of the business and safety practices.
  - The Police Chief to suspend or revoke a license if the Applicant has committed a violent crime or suffered a mental health crisis that presents a danger to themselves or others.
- These provisions reference existing State and Federal regulations.

That the City Council approve for first reading (by title only, waiving further reading) an ordinance establishing regulations to address firearm ranges and the sale of firearms and ammunition Citywide.



# Questions?

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## CITY COUNCIL AGENDA REPORT

### REPORTS AGENDA ITEM NO. M.1.

**DATE:** July 2, 2019

**TO:** City Council

**FROM:** Jeffrey Lambert, Community Development Director, (805) 385-7882, jeffrey.lambert@oxnard.org

**SUBJECT:** Authorization for Wagon Wheel Project to Receive Early Issuance of Quimby Fee Credit for Completed Parks. (10/10/10)

#### RECOMMENDATION

That City Council authorize early issuance of Quimby fee credits for the Wagon Wheel Project for completed and opened parks.

#### BACKGROUND

In January 2009, the City Council approved the Village Specific Plan and associated discretionary permits for the Wagon Wheel Project. The discretionary permits included a Development Agreement (DA), which granted development rights over the next 20 years. The Specific Plan allows for construction of 1,500 dwelling units, 50,300 square feet of commercial square footage, parks, open space, infrastructure, a transit center, and associated parking.

On July 21, 2015, City Council approved the First Amendment to the Development Agreement. Among several revisions, the amendment updated the Quimby fee credit section of the Development Agreement (Paragraph 8). The Quimby Act was passed in California in 1975 and allows cities to require developers to set aside land, donate conservation easements or pay fees for park improvements. The City of Oxnard has incorporated these requirements in the development review process and generally require developments to provide public park amenities and/or provide equivalent fees. In this case the Wagon Wheel developer was required to build the required parks based on Oxnard Municipal Code and only pay Quimby if the improvements constructed did not satisfy this obligations. Based upon the City's Quimby Ordinance (Oxnard Municipal Code 15-95 et seq.), the developer is obligated to pay \$2.7 million in Quimby fees for pending residential projects presently under building plan check or construct improvements of equivalent value. The Development Agreement specifies that these funds are to be paid prior to issuance of a certificate of occupancy (Attachment 2). When the City determines the parks have been constructed in compliance with the approved standards and has accepted them for public ownership, the City will grant the Developer Quimby fee credits for the value of the park, including land value, engineering and construction expenses associated with the development of the parks. The fee credits are then applied against Quimby fees due upon occupancy of each residential unit within the Wagon Wheel project.

The update to Paragraph 8 of the Development Agreement clarified the amount of park acreage to be built within the Wagon Wheel. Under Paragraph 8 of the Development Agreement, the developer is required to develop and dedicate to the City completed parks on Lots A, B & C of Tract 5745 in the Village Specific Plan (see Attachment 4). Paragraph 7(g) also required the formation of a community facilities district (CFD) for the purpose of funding the ongoing maintenance of public improvements such as parks.

#### ANALYSIS/DISCUSSION

In accordance with the specific plan and DA, the developer has completed park development on Lots B and C of the Specific Plan, totaling approximately 1.98 acres. The parks are complete, ready to be dedicated to the City, and available for the public's use. Under the Development Agreement and Tract Conditions (City Council Resolution 14,857, Conditions 17-22), once the City accepts the parks, the CFD or HOA will fund the maintenance of the parks. However, the CFD has not yet collected sufficient funds to pay for the ongoing maintenance of the parks. Since there is not money in the CFD to fund the maintenance, and the city does not have funding to maintain the parks, the city is not in a position to accept the parks. Based on open space landscape maintenance estimates provided by the CFD and Oakwood, the annual cost for maintaining the parks on Lots B and C will be approximately \$65,000.

Based upon the City's Quimby Ordinance (OMC 15-95 et seq.), the developer is obligated to pay \$2.7 million in Quimby fees for pending residential projects presently under building plan check. The developer has reported expenditures of approximately \$2.9 million for land value and related park improvements on Lots B and C (see Attachment 3). Until the City accepts the parks on Lots B and C, the developer will continue to maintain these parks through the Master Homeowners Association (HOA) at no cost to the City or the CFD.

Staff recommends that the City Council grant the developer's request for the early issuance of the Quimby fee credits for these parks because the parks have been completed, the parks are available for the public's use, and the developer is currently maintaining the parks at the developer's expense. The intent of the City's Quimby regulations is to ensure that adequate park space is available for the residents of new developments. Since the subject park space is completed and available to residents and the space is being maintained by the developer until CFD funds are adequate to do so, the granting of this request for early issuance of Quimby credits is consistent with the intent and purpose of the regulations. Once adequate CFD funds have been generated to pay for the maintenance of the parks, the City will accept the parks and the CFD will assume the costs of maintaining the parks.

## **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 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.

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

Goal 3. Ensure Funding is adequate to meet the goals of the master plans.

## **FINANCIAL IMPACT**

The authorization to issue Quimby Fee Credit prior to park dedication will not have a financial impact on the City, since the credit will offset the developer's Quimby fees for park development and will not represent a new expense. The developer will continue to maintain the parks until CFD funds are available, which does not represent a cost to the City.

## **COMMITTEE OUTCOME**

This item did not originate in Committee.

*Prepared by: Heather Davis, Contract Planner*

**ATTACHMENTS**

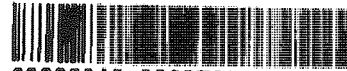
1. Development Agreement No. A-7122, January 27, 2009
2. First Amendment to Development Agreement A-7122, July 21, 2015
3. Summary of Developer Costs Associated with Parks B\_C as of May 15, 2019
4. Wagon Wheel Park Locations Map
5. Wagon Wheel Quimby Fee PPT 07.02.19 CC

RECORDING REQUESTED BY:  
CITY OF OXNARD

Request recording without fee. Record  
For benefit of City of Oxnard pursuant  
To Section 6103 of Government Code

WHEN RECORDED MAIL TO:

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



20090310-00037202-0 1/53

Ventura County Clerk and Recorder  
James S. Becker, Assistant  
03/10/2009 03:30:20 PM  
291993 \$ .00 CE

(FOR RECORDER'S USE ONLY)

Development Agreement between the City of Oxnard and Oxnard Village Investments, LLC.  
Agreement No. A-7122

Attachment 5

Page 1 of 54

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Development Agreement between the City of Oxnard and Oxnard Village Investments, LLC.  
Agreement No. A-7122

Attachment 5

Page 2 of 54

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

City of Oxnard  
214 South C Street  
Oxnard, California 93030  
Attention: Development Services Director

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SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** ("Agreement") is made in Ventura County, California, as of January 27, 2009, by and between the CITY OF OXNARD, a municipal corporation of the State of California (the "City") and OXNARD VILLAGE INVESTMENTS, LLC, a Delaware limited liability company (the "Developer").

**RECITALS**

- A. The City is authorized pursuant to Government Code sections 65864 through 65869.5 and City Council Resolution No. 10,448 to enter into binding development agreements with persons or entities owning legal interests in real property located within the City.
- B. Developer is the owner of that certain real property more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").
- C. The City and Developer each desire to enter into this Agreement affecting the Property in conformance with Government Code section 65864 *et seq.* in order to achieve the mutually beneficial development of the Property in accordance with this Agreement.
- D. The development project which the Developer seeks to develop on the Property will consist of not more than 1,500 residential units, community parks and open space, a transit center, and not more than 50,400 square feet of neighborhood serving commercial retail and small commercial office space uses, as more particularly set forth in the Specific Plan (collectively, the "Project"), all in accordance with the Oxnard Village Specific Plan, as amended from time to time (the "Specific Plan") adopted by the City Council of the City (the "City Council") on January 27, 2009. In connection with the Project, the Planning Commission of the City (the "Planning Commission") certified an environmental impact report (the "EIR") for the Project on September 18, 2008. The Final EIR was appealed by the San Buenaventura Conservancy on October 6, 2008. The City Council upheld Final EIR Certification and determined that on November 18, 2008,

COUNCIL APPROVAL

DATE: 12-3-09 AGENDA # I-7

Attachment 5

Page 3 of 54

that the final EIR was in compliance with the California Environmental Quality Act on November 18, 2008.

- E. The City and the Developer each mutually desire to obtain the binding agreement of one another to permit and ensure that the Property is developed strictly in accordance with the provisions of this Agreement.
- F. This Agreement will benefit the Developer and the City by eliminating uncertainty in planning and providing for the orderly development of the Project. Specifically, this Agreement (1) eliminates uncertainty about the validity of exactions to be imposed by the City, (2) allows installation of necessary improvements that benefit the Project, the City and the region, (3) provides for public services and infrastructure appropriate to the development of the Property, (4) provides for the construction of needed affordable housing, (5) ensures the development of the Property occurs at a pace consistent with that analyzed in the EIR, and (6) generally serves the public interest within the City and the surrounding region.
- G. The Planning Commission and City Council have each given notice of their intention to consider this Agreement, have each conducted public hearings thereon pursuant to the relevant provisions of the Government Code. The City Council has found that the provisions of this Agreement are consistent with the City's 2020 General Plan for development within the City, as amended (the "General Plan"), City zoning ordinances, as amended, and the Oxnard Village Specific Plan. The City Council has also specifically considered the impacts and benefits of the Project upon the welfare of the residents of the City and the surrounding region. The City Council has determined that this Agreement is beneficial to the residents of the City and is consistent with the present public health, safety and welfare needs of the residents of the City and the surrounding region.
- H. On September 18, 2008 the Planning Commission held a duly noticed public hearing on this Agreement.

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 the Developer agree as follows:

**1. Definitions.**

1.1 "Affordable Dwelling Units" shall mean a Dwelling Unit available at Affordable Rent or Affordable Housing Cost.

1.2 "Affordable Rent" and Affordable Housing Cost shall have the same meaning set forth in Health and Safety Code section 50053 and 50052.5, as more specifically set forth in the Agreement Containing Covenants Affecting Real Property to be attached to the OPA.

1.3 "Applicable Rules" means the rules, regulations and official policies of the City which were in force as of the Effective Date (as defined below), including, but not limited to, the General Plan, the Specific Plan, City zoning ordinances and other entitlements, development conditions and standards, public works standards, subdivision regulations, density, growth management, environmental consideration, and design criteria applicable to the Project. Applicable Rules shall not include building standards adopted by the City pursuant to Health and Safety Code sections 17922 and 17958.5.

1.4 "Area Median Income" shall mean the area median income for the County of Ventura as published annually by the Department of Housing and Community Development and determined in accordance with the U.S. Department of Housing and Urban Development criteria then in effect and published from time to time. For purposes of this Agreement, the qualifying limits shall be those limits for the County, as set forth in Title 25, California Code of Regulations, section 6932, as that section may be amended, modified or recodified from time to time. If the California Code of Regulations is amended or modified during the term of this Agreement so that such regulations do not specify the area median income for the County, the City and Developer shall negotiate in good faith to determine an equivalent authoritative source which determines median income for the County.

1.5 "CDC" shall mean the Oxnard Community Development Commission.

1.6 "City Council" shall mean the City Council of the City.

1.7 "City Manager" shall mean the City Manager of the City.

1.8 "County" shall mean Ventura County.

1.9 "Development Impact Fees" means and includes all fees charged by the City in connection with the application, processing and approval or issuance of permits for the development of property, including, without limitation: application fees; permit processing fees; inspection fees; utility capacity fees; service or connection fees; water resource development fees; development impact or major facilities fees; park fees; flood control fees; environmental impact mitigation fees; affordable housing fees; and any similar governmental fees, charges and exactions required for the development of the Project.

1.10 "Discretionary Actions" and "Discretionary Approvals" means those actions and approvals which require the exercise of judgment, or imposition of a condition or obligation, by any officer, employee, review board, commission or department of the City. Discretionary Actions and Discretionary Approvals are distinguished from activities or approvals which merely require any officer, employee, review board, commission or department of the City to determine whether or not there has been compliance with applicable statutes, ordinances, regulations or conditions of approval.

1.11 "Dwelling Unit" shall mean a place in the Project that is legally available to be the permanent abode of a person or family including, but not limited to, a single-family



dwelling, a single-family unit in a two-family unit, a single-family unit in a multi-family, townhome or mixed use development, or a unit of a condominium project.

1.12 "Effective Date" means the date on which the ordinance approving this Agreement has been adopted by the City.

1.13 "Extremely Low Income Household" shall mean persons and families whose gross incomes do not exceed 30% of the Area Median Income, adjusted for size.

1.14 "Financing District" or "Financing Districts" means a community facilities district formed pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code section 53311 *et seq.*), an assessment district formed pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code section 22500 *et seq.*), or any other similar special district or assessment district existing pursuant to state law for purposes of financing the cost of public improvements, facilities, services or public facilities within a distinct geographic area of the City.

1.15 "Low Income Household" shall mean persons and families whose gross incomes do not exceed eighty percent (80%) of the Area Median Income, adjusted for size.

1.16 "Lower Income Household" shall mean persons and families whose gross incomes do not exceed sixty percent (60%) of the Area Median Income, adjusted for size.

1.17 "Moderate Income Household" means persons and families whose gross incomes do not exceed one hundred twenty percent (120%) of the Area Median Income, adjusted for size.

1.18 "OPA" shall collectively mean that certain Owner Participation Agreement by and between the CDC and Developer together with all attachments thereto, which the parties anticipate will be considered for approval by the CDC within forty-five (45) days following the Effective Date, unless extended by mutual written agreement of the parties; provided, however there shall be no liability for or default by the City or CDC if the OPA is not considered for approval within said forty-five (45) day period. OPA shall also include any and all amendments or modifications thereto.

1.19 "Periodic Review" shall have the meaning assigned to such term in Paragraph 18(a).

1.20 "Planning Commission" shall mean the Planning Commission of the City.

1.21 "Project" shall mean that development contemplated pursuant to the Specific Plan.

1.22 "Relocation Laws" shall mean all applicable state and local relocation laws, including, without limitation, the California Relocation Assistance Law, Government Code Section 7260 *et seq.* and the implementing regulations thereto in the California Code of Regulations, Title 24, Section 6000 *et seq.* and the local implementing regulations thereto, and

all applicable federal relocation laws, including, without limitation, the Uniform Relocation Assistance and Real property Acquisition Policies Act of 1970, 42 U.S.C. 4201-4655, and 49 CFR Part 24, the acquisitions and eminent domain laws in Government Code Section 7267 *et seq.* and Code of Civil Procedure Section 1240.000 *et seq.* and any other applicable federal, state or local enactment, regulation or practice providing for relocation assistance and benefits, acquisition and/or compensation of property interests (including, without limitation, goodwill and furnishings, fixtures and equipment, leasehold bonus value, and moving expenses).

1.23 "Specific Plan" shall mean the Oxnard Village Specific Plan adopted by the City Council on January 27, 2009 as may be amended from time to time.

1.24 "Subsequent Applicable Rules" means the rules, regulations and official policies of the City, as they may be adopted and become operative after the Effective Date which, other than as provided for in this Agreement, would govern the General Plan, City zoning ordinances, Specific Plan and other entitlements, development conditions and standards, public works standards, subdivision regulations, density, growth management, environmental considerations, grading requirements and design criteria applicable to the Project and Property.

1.25 "Very Low Income Household" means persons and families whose gross incomes do not exceed fifty percent (50%) of the Area Median Income, adjusted for size.

2. **Term of Agreement.** This Agreement shall become operative and commence upon the Effective Date and shall remain in effect for a term of twenty (20) years. Upon the expiration or termination of the term, this Agreement shall be deemed terminated and have no further force and effect.

3. **Vested Right to Develop the Project.** Subject to Paragraphs 3.3 through 3.8, below, and the Applicable Rules, the City hereby grants to the Developer the vested right to develop the Project on the Property to the extent and in the manner provided in this Agreement. Subject to Paragraphs 3.3 through 3.8, below, any change in the Applicable Rules adopted or becoming effective after the Effective Date shall not be applicable to or binding upon the Project or the Property. Subject to Paragraphs 3.3 through 3.8, below, this Agreement will bind the City to the terms and obligations specified in this Agreement and will limit, to the degree specified in this Agreement and under state law, the future exercise of the City's ability to regulate development of the Project.

3.1 **No Conflicting Enactments.** Subject to Paragraphs 3.3 through 3.8, below, neither the City Council nor any department of the City shall enact rules, regulations, ordinances or other measures which relate to the rate, timing, sequencing, density, intensity or configuration of the development of any part of the Project which is inconsistent or in conflict with this Agreement.

3.2 **Initiative Measures.** Subject to Paragraphs 3.3 through 3.8, below, the Developer and City intend that no moratorium or other limitation (whether relating to the rate, timing or sequence of the development of all or any part of the Project and whether enacted by initiative or otherwise) affecting parcel or subdivision maps (whether tentative, vesting tentative

or final), building permits, certificates of occupancy or other entitlements shall apply to the Project to the extent such moratorium or other limitation is inconsistent or conflicts with this Agreement.

**3.3 Zoning, Design and Development Standards.** Notwithstanding any provision to the contrary contained herein, the City expressly reserves the right to modify zoning and design and development standards, provided such modifications do not prevent or materially and adversely affect development of the Project in accordance with the Applicable Rules (for example purposes only, modifying the zoning code so that any developable portion of the Property was restricted to open space use would be a modification that materially and adversely affects development of the Project, as would a reduction in density or allowable square footage of development within the Project).

**3.4 Federal or State Laws.** Notwithstanding any provision to the contrary contained herein, the City expressly reserves the right to modify any of the Applicable Rules to the extent necessary to comply with applicable federal or state laws, codes or regulations which preempt local jurisdiction including, by way of example, and without limiting the generality of the foregoing, the California Environmental Quality Act, all building codes, and any safety regulations, but such modifications shall be made only to the extent required thereunder.

**3.5 Emergency.** Notwithstanding any provision to the contrary contained herein, the City expressly reserves the right to apply to the Project any development moratorium, limitation on the delivery of City-provided utility services, or other generally applicable emergency rule, regulation, law or ordinance affecting land use: (1) which is based on genuine health, safety and general welfare concerns (other than general growth management issues); (2) which arises out of a documented emergency situation, as declared by the President of the United States, Governor of California, or the Mayor, City Council or City Manager of the City; and (3) based upon its terms or its effect as applied, does not apply exclusively, primarily or disproportionately to the Project or the Property.

**3.6 Water Supply Reliability.** This Agreement, and the EIR and associated findings, are based on the expectation that: (i) Project, Phase 1 (up to 600 market rate rental Dwelling Units, and 119 Affordable Dwelling Units, and up to 50,400 square feet of commercial space) will be completed for occupancy from the date of approval through December 31, 2011, the final permitted number of residential units and commercial square footage permitted under Phase I shall be determined by the sewer and water capacity study as expressly described in this Agreement in Paragraph 4.3, (ii) Project, Phases 2 and 3 (up to an additional 574 apartment or townhouse units) will be completed for occupancy from January 1, 2012 through December 31, 2013, and (iii) Project, Phase 4 (207 residential high rise units) will be completed for occupancy after January 1, 2014. Unless the City otherwise expressly agrees in writing, the pace of Project development shall not occur more rapidly than provided in this subsection 3.6. Notwithstanding any provision to the contrary contained herein, the City expressly reserves the right to: (i) further restrict or limit the pace of issuance of building permits or Certificate(s) of Occupancy, or (ii) otherwise altogether prohibit the construction of any or all portions of the Project, based upon material and substantial changes to the then current or anticipated future reliability of the water supplies available to the City. The City shall exercise this authority only under the following

conditions: (i) any restriction, limitation or prohibition shall apply to all development projects similarly situated to the Project, and (ii) the City has made reasonable efforts but is unable, given the then existing conditions, to mitigate the degradation of the water supply reliability triggering the City's actions taken pursuant to this subsection.

**3.7 Public Health Concerns.** Notwithstanding any provision to the contrary contained herein, the City expressly reserves the right to apply to the Project any generally applicable rule, regulation, law or ordinance which does not affect the land use or development of the Project and which is based on concerns for the public health, safety or general welfare, including, but not limited to, building codes not otherwise preempted by State law.

**3.8 New Engineering and Construction Standards.** Notwithstanding any provision to the contrary contained herein, the City expressly reserves the right to modify any of the Applicable Rules if the City adopts new and/or amended regulations governing engineering and construction and grading standards and specifications including, without limitation, any and all uniform codes adopted by the City, including local amendments to these codes pursuant to state law allowing for such amendments; provided that such codes are uniformly applied to all new development projects of similar type as the Project within the City. Such codes include, without limitation, the City's Uniform Housing Code, Building Code, Plumbing Code, Mechanical Code, Electrical Code and Fire Code and Ventura County Water Quality NPDES Permits.

**3.9 Cooperation and Indemnification.** City agrees to cooperate with Developer in all reasonable manners in order to keep this Agreement in full force and effect. Notwithstanding the preceding sentence, in the event any legal action instituted by a third party or other government entity or official challenging the validity of this Agreement, the City and Developer agree to cooperate in defending such action, with the Developer to indemnify the City pursuant to Paragraph 26(m) of this Agreement. In the event of any litigation challenging the effectiveness of this Agreement or any portion thereof, this Agreement shall remain in full force and effect while such litigation, including any appellate review, is pending, unless a court of competent jurisdiction orders otherwise.

**3.10 Relocation.**

(1) All right(s) to possession of all portions of the Property necessary for construction and operation of the Project shall be cleared by Developer at Developer's sole cost and expense. The relocation of any occupants or businesses, if any, required for construction and operation of the Project, including provisions of relocation assistance and benefits pursuant to Relocation Laws, shall be the sole financial responsibility of Developer, except as may be expressly set forth in a subsequently adopted OPA duly entered into by and between Developer and the CDC. Relocation obligations or assistance, if any, which arise from the Property, Project and/or this Agreement shall be administered by the CDC or City (or its designee, a qualified relocation consultant chosen by the CDC or City) in conformity with the Relocation Laws, with such administration paid by Developer.

(2) All of the cost and expenses incurred or to be incurred by Developer to cause the vacating of the Property and/or relocation of all occupants and businesses from the Property for construction and operation of the Project (including, but not limited to, payments made to displaced persons and businesses, pre- or post-relocation rental payments, fees and actual expenses of attorneys, relocation consultants and other experts employed to effect the relocation of occupants and businesses, etc.) shall be the sole financial responsibility of Developer, except as may be expressly set forth in a subsequently adopted OPA duly entered into by and between Developer and the CDC. Any costs arising related in any respect to such displacement, such as, but without limitation, claims for loss of business goodwill, payment for furniture, fixtures and equipment, payment for leasehold bonus value, and any other compensable interest under Relocation Laws shall be the sole financial responsibility of Developer, except as may be expressly set forth in the OPA duly entered into by and between Developer and the CDC, and shall be administered and reviewed by the CDC or City (or its designee).

(3) Developer hereby covenants and agrees to indemnify, save, protect, hold harmless, pay for and defend the CDC and the City and their respective elected officials, officers, employees, agents, consultants, contractors, attorneys and representatives (collectively, the "Indemnified Parties"), with counsel reasonably selected by Developer and City, from and against any and all liabilities, suits, actions, claims, demands, penalties, damages (including, without limitation, penalties, fines and monetary sanctions), losses, costs, or expenses, including, without limitation, reasonable consultants' and reasonable attorneys' fees, or relocation benefits claimed or payable under the Relocations Laws which may now or in the future be incurred or suffered by the CDC or City or the Indemnified Parties by reason of, or resulting from, in full or in part, or in any respect whatsoever from the displacement of businesses or other occupants of the Property. The foregoing indemnity shall survive termination of this Agreement and shall not be merged with any other document.

**4. Project Infrastructure: Water and Wastewater.** The Developer shall construct all water (including recycled water) and wastewater related infrastructure improvements required for the Project ("Improvements"), subject to the following conditions:

**4.1** All on-site Improvements shall be constructed at the Developer's sole cost and expense.

**4.2** The off-site Improvements described in Exhibit B, attached hereto and incorporated herein by this reference, are needed to serve the Project, at build-out, as well as other planned future development within the City (the "Off-Site Improvements"). The costs of constructing the Off-Site Improvements will be shared by the City, Developer, and Casden Oxnard LLC and Casden Oxnard Vineyard Avenue LLC (the Casden entities, individually and separately are hereafter referred to as "Third Party"). All Off-Site Improvements shall be constructed subject to the cost allocation specified in Exhibit B. The City and the Developer acknowledge and agree the cost for each project specified in Exhibit B is an estimate based on a 2008 valuation of the anticipated improvements. Actual costs will vary, and are subject to the

true-up provisions to be included in the Subdivision Improvement Agreement discussed in Paragraph 4.6.

4.3 On or before July 1, 2009, City shall provide Developer with a revised Exhibit B (the "Revised Exhibit B"), which shall include a final estimation of the total cost for each Off-Site Improvement (the "Total Estimated Off-Site Improvements Cost"). The Revised Exhibit B shall allocate the Total Estimated Off-Site Improvement Cost in the same percentage shares as set forth in Exhibit B. The Subdivision Improvement Agreement, described in Paragraph 4.6 below, shall include anticipated dates for approval of final design, construction commencement and completion. Pending completion of the final design and the execution of the Subdivision Improvement Agreement, the Parties anticipate that final design of the Off-Site Improvements shall occur no later than July 1, 2009; construction commencement shall occur no later than December 31, 2009; and construction completion no later than July 31, 2011. Notwithstanding the foregoing, if the aforesaid milestone dates are extended, the dates set forth in this Section 4.3 with respect to Developer's obligations related thereto (including without limitation payment of Off-Site Improvement costs) shall be similarly extended. Notwithstanding the foregoing, if for any reason the size of the Project is reduced on or before July 1, 2009, and such reduction in size results in a reduction in the Off-Site Improvements Cost, the Developer's Costs shall be reduced by the amount that the reduction in the Off-Site Improvements Cost are attributable to the reduction in the size of the Project. In such an event, the Parties agree to meet and confer in good faith to determine the amount of the reduction in the Off-Site Improvements Cost and the amount of the reduction that is attributable to the reduction in the size of the Project.

4.4 Within 90 days following the Effective Date, the City shall complete a capacity analysis of the City's existing water and wastewater facilities which are immediately available to serve a portion of the Project. The City shall provide in writing to the Developer the quantification of the number of Dwelling Units for which existing water and wastewater facilities capacity is available up to a maximum of the number of Dwelling Units contained within the Project, Phase I ("Capacity Limit") (see Paragraph 3.6, above). The Developer may rely on the available water and wastewater capacity up to the Capacity Limit and subject to any conditions the City may impose that are reasonably related to the capacity analysis.

4.5 The City or the Third Party shall construct the Off-Site Improvements. Beginning with the building permit for the first Dwelling Unit of the project that exceeds the Capacity Limit and at the time of issuance of each building permit for a Dwelling Unit thereafter, Developer shall pay to the City that portion of the Total Estimated Off-Site Improvement Cost attributable to the Developer (the "Permit Reimbursement Cost") divided by the difference of the maximum number of project Dwelling Units and the Capacity Limit as increased at the time of payment by the following formula:

$$(\text{Date of payment} - \text{Capacity Limit date}) / 365 \text{ days} = Y$$

$$\text{Payment on a specific date} = \text{Permit Reimbursement Cost} \times (1.05)^Y$$

For purposes of this paragraph 4.5 and paragraph 4.6 below, Capacity Limit date is the date on which the Developer applies for a building permit for construction which causes the project unit count to exceed Capacity Limit to be provided by the City pursuant to paragraph 4.4.

At any time Developer may pay the Permit Reimbursement Cost for any or all Dwelling Units and the cost shall be calculated as of the date of payment in accordance with the above formula. In any event, the Total Estimated Off-Site Improvement cost, together with the interest factor as calculated in the above formula shall be due on the 10<sup>th</sup> anniversary of the date of this Agreement.

4.6 On or before December 1, 2009, the City and the Developer shall enter into a "Subdivision Improvement Agreement," which among other things, shall specify: (a) the Off-Site Improvements that shall be the City's responsibility to fund and construct; (b) reimbursement arrangements consistent with Revised Exhibit B cost allocation; (c) the security (bond, or other form of security that is mutually acceptable) (d) the applicable engineering standards and specifications for the Off-Site Improvements, insurance coverage, indemnification, the anticipated completion date of each improvement and other relevant terms, and (e) provision for reconciliation (true-up) of actual costs expended versus those estimated in Revised Exhibit B.

The security identified in (c) of the above paragraph shall be provided at the Capacity Limit date, however in any event no later than December 31, 2011.

4.7 The Off-Site Improvements are not currently included within the City's approved master plan facilities, although they are consistent with the type of facilities included in the City's Master Plan. The City, at its sole discretion, may elect to add some portion of the Off-Site Improvements to the City's Master Plan in the future.

4.8 To the extent the costs of any portion of the water and wastewater improvements are added to or incorporated into the City's Development Impact Fees, Developer shall be entitled to credit against the Developer's share of the Off-Site Improvement costs specified in Exhibit B. If the Off-Site Improvements specified in Exhibit B are later added to the City's master plan facilities, Developer shall receive a credit toward increased sewer or water connection fees to the extent such fees are increased after the effective date of this Agreement to include master plan facilities for the recycled water system. As an example, if sewer or water connections fees are raised by \$100 and \$40 of such increase is attributable to master plan facilities for the recycled water system, the Developer will receive a \$40 credit towards the payment of such sewer or water connection fee upon payment of such increased fee. AT no time shall the total credit during the life of this Agreement exceed the Permit Reimbursement Cost already paid by the Developer to the City.

**5. Credit for Fire Department Impact Fees.** In-lieu of paying any Capital Growth Fees in connection with the project, Developer shall pay to the City, on or before issuance of a building permit for the 750<sup>th</sup> Dwelling Unit, the purchase price of a fire ladder truck used by the City to respond to fires in a high-rise building.

**6. Credit for Certain City-Collected Fees.** The Developer will be entering into separate mitigation agreements with the El Rio School District and the County that relate to certain public improvements, fee payments and/or benefits that will be provided as part of the Project. The City shall have the right, but not the obligation, to review said mitigation agreements prior to the final approval of the agreements. Upon the submission to the City of a duly executed and approved mitigation agreement with a public entity on whose behalf the City collects fees, the City shall waive payment of those fees to the extent outlined in each mitigation agreement submitted to the City, provided that the City has received reasonable documentation from that public entity that such fee waiver has been approved by the public entity. Upon the request of Developer, the City and Developer shall coordinate their efforts to ensure that such waiver of payment of fees is properly credited to parcels in the Project for which such credits are specifically intended.

**7. Development of the Property.**

(a) Permitted Uses. The Developer agrees that the Property shall only be developed in accordance with the Specific Plan and any conditions and mitigation measures imposed on the Project through the certification of the environmental document for the Project. Notwithstanding anything set forth in this Agreement to the contrary, unless Developer proceeds with development of the Project, Developer is not obligated by the terms of this Agreement to affirmatively act to develop all or any portion of the Project, pay any sums of money (with the exception of any assessment district or other public finance district formed to include the Property), dedicate any land, indemnify any party, or to otherwise meet or perform any obligation with respect to the Project, except and only as a condition of development of any portion of the Project.

(b) Development Standards. All development and design requirements and standards applicable to the Project shall conform to the Oxnard Village Specific Plan, the Oxnard Municipal Code, and Applicable Rules..

(c) Development Design Review and Subsequent Entitlement Review. Prior to issuance of any grading permit for construction of any development phase within the Project, City and Developer shall cooperate to expedite the Development Design Review process, and, if necessary, expedite the entitlement review process for the residential and commercial developments to be located within the Project as outlined in the Specific Plan (Chapter 8.0 – Administration and Implementation). Review of any application through any expedited process as provided by this subparagraph shall not be deemed to waive any of the Applicable Rules pertaining to review or approval of such application, including, but not limited to, a public hearing, if any, required therefore. Developer authorizes the imposition of City fees necessary to cover the direct costs of any such expedited process. Any such process shall terminate upon the expiration or termination of this Agreement or the issuance of the final certificate of occupancy for development within the Project, whichever occurs first.



(d) Development Impact Fees. In addition to the obligations set forth elsewhere in this Agreement, Developer shall be responsible for paying when due all Development Impact Fees in connection with development of the Project at the rates then in effect. Subject to all applicable laws then in effect, City shall have the right: (i) to charge and apply to the Property all Development Impact Fees and assessments as may be in effect at the time applicable to the Project; and (ii) to increase or otherwise modify any and all Development Impact Fees (including without limitation new categories of impact fees) applicable to the Project.

(e) Work Prior to Recordation of the Final Maps.

(i) Demolition. Subject to: (1) the City's receipt, review and approval of a demolition plan for the Project or any portion thereof (the "Demolition Plan") and any other necessary report for the Property related to such demolition; (2) the Developer's satisfaction of the City's bonding requirements; and (3) requirements for the issuance of a demolition permit with respect to such Demolition Plan, the City agrees to review any reports and the Demolition Plan when submitted and issue a demolition permit with respect to the Demolition Plan subject to the Demolition Plan's compliance with all Applicable Rules. The City agrees that the Demolition Plan will be timely reviewed by the City, that a demolition permit with respect to the Demolition Plan may be issued and that the Developer may demolish improvements on the Property in accordance with the approved Demolition Plan without the Developer first recording the final maps associated with the Project. The City reserves the right to condition the issuance of such demolition permits upon the Developer implementing and maintaining reasonable and appropriate security and safety measures before, during and after any demolition.

(ii) Rough Grading. Subject to: (1) the City's receipt, review and approval of a grading plan for the Project or any portion thereof (the "Grading Plan"), geotechnical report and engineering geologic report for the Property; (2) the Developer's satisfaction of the City's bonding requirements; and (3) requirements for the issuance of a grading permit with respect to such Grading Plan, the City agrees to review the reports and the Grading Plan when submitted and issue a grading permit with respect to the Grading Plan subject to the Grading Plan's compliance with all laws, ordinances, rules, all policies in effect at the time of permit issuance. The City agrees that the Grading Plan will be timely reviewed by the City, that a grading permit with respect to the Grading Plan may be issued and that the Developer may rough grade the Property in accordance with the approved Grading Plan without the Developer first recording the final maps associated with the Project. The City reserves the right to condition the issuance of such rough grading permits upon the Developer implementing and maintaining reasonable and appropriate erosion control measures until sufficient work on the Property is completed to address erosion concerns.

(f) Compliance with Government Code Section 66473.7. Any tentative maps prepared for this Project or any portion thereof shall comply with Government Code section 66473.7, to the extent that this code section is applicable to that tentative map.

(g) Financing Districts. At Developer's request, City agrees to consider the formation of one or more Financing Districts to be formed over all or part of the Property;

provided, however, that the City shall have no obligation to form one or more Financing Districts unless the City elects at its sole discretion to do so. The City may also determine to form one or more Financing Districts without a request from the Developer. If formed, such Financing District or Financing Districts shall include the Property or a portion thereof within its boundaries for the purpose of funding the planning, design, construction and/or maintenance of public improvements required to be constructed including, but not limited to, drainage, sewer and water improvements, street trees, street lighting, medians, perimeter landscaping, park facilities and open space areas, school facilities and/or mitigation payments, as well as any other public improvement mutually agreed upon in writing by the City and Developer. Whether formation occurs pursuant to the Developer's request or otherwise, if applicable law requires a vote by the landowners on the formation or any financial aspect of a Financing District, the Developer and its successors and assigns to any parcel which is subject to this Agreement shall cast an affirmative vote if requested to do so by the City; provided, however, that such consent shall not be deemed a waiver of the Developer's right to challenge or protest the manner in which the assessments from such district or districts are allocated to the various properties within the district and the amount of such assessments. The Developer understands and agrees: (i) the City may determine in its sole discretion to what extent, if any, it shall have financial liability for any bonds or other financial obligations of a Financing District; and (ii) that pursuant to adopted City policy, any bonds issued by any Financing District that create a City liability shall be paid off prior to the sale of any dwelling unit on any parcel securing any such bond.

**8. Quimby Fee Credit and In-Lieu Fees.** The City acknowledges, as specified in the Specific Plan, approximately 7.4 acres of the project will consist of parks and open space areas, including among other things, parks, pocket parks, community pools, trails, and other open space areas. Developer shall be required to dedicate approximately 4.41 acres for park and recreation purposes, as described in Exhibit D, in "turnkey" condition ready for use by the public and acceptance of same by the City. Upon acceptance, City shall grant full credit ("Quimby Fee Credit") to Developer in an amount equal to the sum of the value of the land and costs reasonably incurred by Developer in connection with the engineering and construction of the approximately 0.79 acre Village Green and the approximately 2.08 acre Neighborhood Park, for a total of approximately 2.87 acres of Quimby Fee Credit. Such Quimby Fee Credit shall be applied against Quimby Fees due for development within the Project. To the extent that, at the time of issuance of building permits for any portion of the project, adequate Quimby Fee Credits do not exist to cover the applicable Quimby Fees, the City shall not require the payment of Quimby Fees until the issuance of a certificates of occupancy for that portion of the project. If, at the time of issuance of certificates of occupancy, adequate Quimby Fee Credits still do not exist to cover the applicable Quimby Fees, then Developer shall pay the Quimby Fees then due to the City. At such time, if it occurs, that adequate Quimby Fee Credits have accrued to cover amounts previously paid by the Developer to the City for the Quimby Fees, the City shall refund any excess of amounts paid over credits to the Developer. Upon acceptance of approximately 1.54 acres proposed for public park and recreation facilities in the form of the Class I Bike Path and the Santa Clara River Trail, the City shall credit the Developer an amount equal to the ½ the sum of the value of the land and engineering and construction costs reasonably incurred by Developer. The City shall credit this sum towards the applicable Air Quality Mitigation/Transportation Demand Management Program Fees.

**9. Affordable Housing.** Development in the Project is subject to the requirement of providing two hundred twenty-five (225) Affordable Dwelling Units which must remain Affordable for at least fifty-five (55) years for rental units and forty-five (45) years for for-sale units, one hundred nineteen (119) of which must be available to Wagon Wheel Mobile Home Park residents/families. Of the one hundred nineteen (119) rental Affordable Dwelling Units to be made available to Wagon Wheel Mobile Home Park residents/families at the levels of affordability (rent levels) and bedroom counts as set forth in Exhibit C attached hereto and incorporated by reference, forty-one (41) shall be made available to and occupied by Extremely Low Income Households, forty-nine (49) shall be made available to and occupied by Very Low Income Households, thirteen (13) shall be made available to and occupied by Lower Income Households, ten (10) shall be made available to and occupied by Low Income Households, and six (6) shall be made available to and occupied by Moderate Income Households. The remaining one hundred six (106) Affordable Dwelling Units shall be made available to and occupied by Moderate Income Households.

All the two hundred twenty-five (225) Affordable Dwelling Units must be constructed within the Project and shall be subject to the following schedule for development:

Prior to issuance of the building permit for the first Dwelling Unit (market rate or affordable), (1) Developer shall have entered into the OPA with the CDC agreeable in form, content and substance to the CDC, which includes at least the following terms and conditions: (a) Developer shall execute an agreement containing covenants running with the land restricting for at least fifty-five (55) years the maximum income of tenants and the maximum rents that may be charged to tenants, consistent with the rent levels as set forth in Exhibit C, for the two hundred twenty-five (225) Affordable Dwelling Units, which OPA shall be recorded against the Property in first priority lien position, (b) a scope of development for the two hundred twenty-five (225) Affordable Dwelling Units, and (c) a schedule of performance providing for the timely satisfaction of all conditions precedent to the disbursement of any funds from the CDC and the timely commencement and completion of construction of the two hundred twenty-five (225) Affordable Dwelling Units; and (2) the agreement containing covenants running with the land described above shall have been recorded against the Property in first priority lien position. The final form of the OPA shall be subject to the discretionary approval of the CDC and shall include all provisions and attachments customarily included in CDC affordable housing agreements, including, but not limited to, conditions precedent to the disbursement of any funds from the CDC;

Prior to issuance of a building permit for the 100th market rate Dwelling Unit, the Developer shall have submitted all requisite low income housing 4% or 9% tax credit applications to the State of California for review and approval for the (1) 41 rental Extremely Low Income Household Affordable Dwelling Units, (2) 49 rental Very Low Income Household Affordable Dwelling Units; and (3) 13 rental Lower Income Household Affordable Dwelling Units;

Within two (2) years and one (1) day after the City Council's approval of the Specific Plan or within thirty (30) days following the date the skating rink tenant currently located on the Property vacates the skating rink premises, whichever occurs first, the Developer shall pull

demolition permits for the site or sites of the one hundred nineteen (119) rental Affordable Dwelling Units to be made available to the Wagon Wheel Mobile Home Park residents/families. Within sixty (60) days thereafter, the Developer shall complete demolition of such site or sites, and shall begin site improvements on such site or sites in accordance with the OPA and this Agreement;

Prior to issuance of a Certificate of Occupancy for the 590<sup>th</sup> market rate Dwelling Unit, Developer shall have completed construction and shall have received all required Certificates of Occupancy for: (1) all forty-one (41) rental Extremely Low Income Household Affordable Dwelling Units; (2) all forty-nine (49) rental Very Low Income Household Affordable Dwelling Units; (3) all thirteen (13) rental Lower Income Household Affordable Dwelling Units; (4) all ten (10) rental Low Income Household Affordable Dwelling Units; and (5) six (6) rental Moderate Income Household Affordable Dwelling Units; and

Prior to issuance of a Certificate of Occupancy for the 590<sup>th</sup> market rate Dwelling Unit, Developer shall have completed construction and shall have received all required Certificates of Occupancy for six (6) rental Moderate Income Household Affordable Dwelling Units; and

Prior to issuance of a Certificate of Occupancy for the 1000<sup>th</sup> market rate Dwelling Unit, Developer shall have completed construction and shall have received all required Certificates of Occupancy for all remaining one hundred six (106) rental or for-sale Moderate Income Household Affordable Dwelling Units.

The Wagon Wheel Mobile Home Park residents/families committee specifically requested the creation of a "community". Consequently, all one hundred nineteen (119) rental Affordable Dwelling Units available for the Wagon Wheel Mobile Home Park residents/families shall be generally located on the western portion of the Property. The remaining one hundred six (106) rental or for-sale Affordable Dwelling Units shall be located evenly throughout the rest of the Project. In accordance with California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*), all two hundred twenty-five Affordable Units shall remain affordable for 55 years from the date the Certificate of Occupancy is issued for the applicable Dwelling Unit.

Developer agrees to comply with all terms and provisions of the OPA and its attachments and acknowledges that any default thereunder shall also constitute a default under this Agreement.

**10. Extension of Maps and Project Approvals.** In accordance with Government Code section 66452.6, subd. (a) and Government Code section 65863.9, unless a longer term would result under otherwise applicable state law, the term of any subdivision map or other permits approved as part of the Project approvals shall be automatically extended for the term of this Agreement.

**11. Cooperation in Relocation of Utilities.** To facilitate the development of the Project, which will benefit the entire City, the City agrees to cooperate in the relocation of

utilities on or adjacent to the Property, which are reasonably necessary to develop the Property pursuant to the provisions of the Specific Plan, provided that such cooperation is at no cost or expense to the City. Such cooperation shall include, but not be limited to, the City serving as the applicant in any such relocation matters, where appropriate.

**12. Wagon Wheel Road.** To facilitate development of the Specific Plan, prior to issuance of any grading permit for any development phase of the Project, the City and Developer shall enter into an Exchange Agreement, which shall specify the City's intention to grant, at no cost or expense to the City, fee title of all portions of the Wagon Wheel Road right-of-way to the Developer immediately upon the City receiving fee title of said road right-of-way from the California Department of Transportation, at no cost or expense to the City. The City shall use all reasonable efforts to assist the Developer, at no cost or expense to the City, with obtaining any necessary clearances/permits from the California Department of Transportation to permit granting Wagon Wheel Road Right of Way to Developer.

**13. Entry Landscaping Maintenance along 101 Freeway.** To permit the establishment of "gateway" landscaping and visual screening along the southbound lanes of US 101 Freeway and the Oxnard Boulevard freeway off-ramp along the Project frontage, the City and Developer agree to use good faith efforts to enter into an agreement with the California Department of Transportation for maintenance of such landscaped area in perpetuity. Any such agreement may provide that the funding for the maintenance of such landscaped area shall be provided by a Financing District. City agrees to consider the formation of one or more Financing Districts to be formed over all or part of the Property to provide such maintenance; provided, however, that the City shall have no obligation to form one or more Financing Districts unless City elects at its sole discretion to do so. City shall not be liable for the financial obligations of the Financing District or Financing Districts unless the City specifically agrees in writing to accept such liability. Developer shall be responsible for all costs associated with any such Financing District.

**14. Northern Oxnard Transportation Demand Management Program.** Developer and City agree to contribute funds to establish a Transportation Management Association (TMA) to manage a Transportation Demand Management Program for Northern Oxnard as follows: To the extent a Financing District is established and such expenditure is permitted under said Financing District, the Developer's portion of such funds may be provided using proceeds from said Financing District. The City shall credit any payment actually made by or on behalf of the Developer and received by the City to establish and/or manage such Transportation Demand Management Program toward Developer's obligation to pay any Air Quality Mitigation/Transportation Demand Management Program Fees in connection with the development and construction of the Project. The Developer shall work with the City to establish a Community Parking District for The Village. The district shall generate revenue for expanding the Transportation Demand Management Program for Northern Oxnard.

## **15. Trash Truck Purchasing; Santa Clara River Trail**

**15.1 Trash Truck Purchasing.** Upon the issuance of each of the 500<sup>th</sup>, 750<sup>th</sup>, and 1000<sup>th</sup> building permit, Developer shall pay City \$233,333.00 towards the purchase of new trash trucks, for a total payment of \$699,999.00.

**15.2 Santa Clara River Trail.** Upon the issuance of a building permit for the first Dwelling Unit in the Project, the Developer shall participate in the planning and design of the Santa Clara River Trail along the Project frontage. The costs associated with Developer and/or its consultants participation in this planning and design effort shall not exceed the payment of \$120,000, nor shall the obligation survive the expiration of six (6) months from the issuance of a building permit for the first Dwelling Unit in the Project, as set forth in a Memorandum of Understanding for Santa Clara River Trail Design Services between the City and the Developer. Prior to issuance of a Certificate of Occupancy for the 1000<sup>th</sup> residential dwelling, the Developer shall construct the Santa Clara River Trail Improvements along the project frontage as specified by the Santa Clara River Master Plan, or provide security (bond, or other suitable forms of security acceptable to City and Developer) to the City to guarantee payment to the City of the Developer's share of the costs of the Santa Clara River Trail Improvements.

## **16. Additional Developer Obligations.**

**16.1 Ventura Road Pump System.** Prior to the 750<sup>th</sup> Dwelling Unit Certificate of Occupancy, Developer agrees to install a pump system or other improvement satisfactory to the City, to alleviate the existing drainage flood control deficiency at Ventura Road, near Highway 101.

**16.2 Highway 101 Mainline Improvements.** Developer shall pay a fair share in lieu fee toward future Highway 101 southbound mainline improvements, based upon Developer's pro-rata share (50 southbound peak hour trips) of the total capacity of an additional southbound lane on Highway 101, from Oxnard Boulevard to Central Avenue, if and when the City or other applicable agency adopts a fee to fund this improvement.

**16.3 Golf Course Development Fee.** It is the intent of the parties that the Developer pay to the City a golf course development fee of \$4,849,200 based on a calculation of \$7,184 for each of the 675 for sale market rate Dwelling Units presently included in the Project. Developer will pay the golf course development fee in accordance with the following schedule.

Beginning with the issuance of the 1,000<sup>th</sup> building permit, the Developer will pay the City \$9,698.40 each time a building permit is issued until the Project is completed. In any event, the entire fee shall be paid on or before issuance of a building permit for the 1500<sup>th</sup> unit. Moreover, if Developer constructs more than 675 for sale market rate Dwelling Units, Developer shall pay an additional \$7,184 per unit for each unit greater than 675 for sale market rate Dwelling Units. Notwithstanding any other provision of this Agreement, such fee shall be

paid at the time of issuance of the building permit for each for sale market rate Dwelling Unit in excess of 675 for sale market rate Dwelling Units and shall be in addition to the \$9,698.40 per unit fee described herewith.

**16.4 Metrolink Train Platform.** Upon the issuance of a building permit for the 500<sup>th</sup> Dwelling Unit in the Project, the Developer shall participate in the planning and design of a Metrolink Rail Platform within Planning Area 19 (Transit Center). The costs associated with Developer and/or its consultants' participation in this planning and design effort shall not exceed the payment of \$120,000. Upon issuance of a building permit for the 1000<sup>th</sup> Dwelling Unit, Developer shall provide the City of Oxnard with an irrevocable offer of dedication for the Metrolink Train Platform.

**16.5 Solar Energy.** All for-sale dwelling units within The Village shall include solar hot water heater stub outs and the necessary pre-wiring to allow solar generated electricity. The Developer shall also offer, as an option for the for-sale dwelling units, the installation of roof-mounted solar panels.

**17. Subsequent Discretionary Action and Approval.** The City agrees not to unreasonably withhold, condition or delay any Discretionary Action or Discretionary Approval or other action or approval by the City which may be required by the Project subsequent to the execution of this Agreement. Upon the filing of a complete application and payment of appropriate processing fees by Developer, the City shall promptly commence and diligently schedule and convene all required public hearings in an expeditious manner consistent with the law and process all Discretionary Actions and Discretionary Approvals in an expeditious manner.

**18. Compliance Review.**

(a) **Periodic Review.** Pursuant to Government Code section 65865.1, the City Manager shall, not less than once in every twelve (12) months, review the Project and this Agreement to ascertain whether or not the Developer is in full compliance with the terms of this Agreement (the "Periodic Review").

(b) **Review Procedure.** During a Periodic Review, Developer shall provide information reasonably requested by the City Manager that the Project is being developed in good faith compliance with the terms of this Agreement. Upon completion of a Periodic Review, the City Manager shall submit a report to the City Council setting forth the City Manager's findings. If, as a result of a Periodic Review, the City Council finds and determines on the basis of substantial evidence that the Developer has not complied in good faith with the terms or conditions of this Agreement, the City shall issue a written "Notice of Non-Compliance" to the Developer specifying the grounds therefore and all facts demonstrating such non-compliance. The Developer's failure to cure the alleged non-compliance within sixty (60) days after receipt of the notice, or, if such noncompliance is not capable of being cured within sixty (60) days, the Developer's failure to initiate all actions required to cure such non-compliance within sixty (60) days after receipt of the notice and completion of the cure of such non-compliance within one hundred twenty (120) days, shall constitute a default under this

Agreement on the part of the Developer and shall constitute grounds for the termination of this Agreement by the City as provided for below.

(c) **Termination or Modification for Non-Compliance.** Pursuant to Government Code section 65865.1, if the City Council finds and determines, on the basis of substantial evidence, that the Developer has not complied in good faith with the terms or conditions of this Agreement, the City Council may modify or terminate this Agreement. Any action by the City with respect to the termination or modification of this Agreement shall comply with the notice and public hearing requirements of Government Code section 65867 in addition to any other notice required by law. Additionally, the City shall give the Developer written notice of its intention to terminate or modify this Agreement and shall grant the Developer a reasonable opportunity to be heard on the matter and to oppose such termination or modification by the City.

**19. Modification, Amendment or Cancellation by Mutual Consent.** Pursuant to Government Code section 65868, this Agreement may be amended or canceled, in whole or in part, by mutual written consent of the City and the Developer or their successors in interest. Public notice of the parties' intention to amend or cancel any portion of this Agreement shall be given in the manner provided by Government Code section 65867. Any amendment to the Agreement shall be subject to the provisions of Government Code section 65867.5.

## **20. Defaults, Notice and Cure Periods, Events of Default and Remedies.**

### **20.1 Default By the Developer.**

**20.1.1 Default.** If the Developer does not perform its obligations under this Agreement in a timely manner, the City may exercise all rights and remedies provided in this Agreement, provided the City shall have first given written notice to the Developer as provided in Paragraph 26(a) hereof.

**20.1.2 Notice of Default.** If the Developer does not perform its obligations under this Agreement in a timely manner, the City through the City Manager may submit to the Developer a written notice of default in the manner prescribed in Paragraph 26(a) identifying with specificity those obligations of the Developer under this Agreement which have not been timely performed. Upon receipt of any such written notice of default, the Developer shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of any such written notice of default and shall complete the cure of any such default(s) no later than thirty (30) days after receipt of any such written notice of default, or if such default(s) is not capable of being cured within thirty (30) days, no later than one hundred twenty (120) days after receipt of any such written notice of default, provided the Developer commences the cure of any such default(s) within such thirty (30) day period and thereafter diligently pursues such cure at all times until any such default(s) is cured.

**20.1.3 Failure to Cure Default Procedure.** If after the cure period provided in Paragraph 21.1.2 has elapsed, the City Manager finds and determines the Developer, or its successors, transferees and/or assignees, as the case may be, remains in default and that the



City intends to terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, the City's Development Services Director shall make a report to the Planning Commission and then set a public hearing before the Planning Commission in accordance with the notice and hearing requirements of Government Code sections 65867 and 65868. If after public hearing, the Planning Commission finds and determines, on the basis of substantial evidence, that the Developer, or its successors, transferees and/or assigns, as the case may be, has not cured a default under this Agreement pursuant to this Paragraph 21, and that the City shall terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, the Developer, and its successors, transferees and/or assigns, shall be entitled to appeal that finding and determination to the City Council. Such right of appeal shall include, but not be limited to, an objection to the manner in which the City intends to modify this Agreement if the City intends as a result of a default of the Developer, or one of its successors or assigns, to modify this Agreement. In the event of a finding and determination that all defaults are cured, there shall be no appeal by any person or entity. Nothing in this Paragraph 21 or this Agreement shall be construed as modifying or abrogating the City Council's review of Planning Commission actions or limiting the City's rights and remedies available at law or in equity, which shall include (without limitation) compelling the specific performance of the Developer's obligations under this Agreement.

**20.1.4 Termination or Modifications of Agreements.** The City may terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, after such final determination of the City Council or, where no appeal is taken, after the expiration of the applicable appeal periods described herein. There shall be no modifications of this Agreement unless the City Council acts pursuant to Government Code sections 65967.5 and 65868, irrespective of whether an appeal is taken as provided herein.

**20.1.5 Lender Protection Provisions.**

**20.1.5.1 Notice of Default.** In addition to the notice provisions set forth in Paragraph 20.1.2, the City shall send a copy of any notice of default sent to the Developer or any of its successors or assigns to any lender that has made a loan then secured by a deed of trust against the Property, or a portion thereof, provided such lender shall have (a) delivered to the City written notice in the manner provided in Paragraph 25(a) of such lender's election to receive a copy of any such written notice of default and (b) provided to the City a recorded copy of any such deed of trust. Any such lender that makes a loan secured by a deed of trust against the Property, or a portion thereof, and delivers a written notice to the City and provides the City with a recorded copy of any such deed of trust in accordance with the provisions of this Paragraph 20.1.5.1 is herein referred to as a "Qualified Lender."

**20.1.5.2 Right of a Qualified Lender to Cure a Default.** The City shall send a written notice of any Developer default to each Qualified Lender. From and after receipt of any such written notice of default, each Qualified Lender shall have the right to cure any such default within the same cure periods as provided to the Developer hereunder. If the nature of any such default is such that a Qualified Lender cannot reasonably cure any such default without being the owner of the Property, or the applicable portion thereof, (as reasonably determined by the City), then so long as the Qualified Lender(s) is (are) diligently proceeding (as

reasonably determined by the City) to foreclose the lien of its deed of trust against the Property, or the applicable portion thereof, and after completing any such foreclosure promptly commences the cure of any such default and thereafter diligently pursues the cure of such default to completion, then such Qualified Lender shall have an additional sixty (60) days following such foreclosure to cure any such default. Any lender that has made a loan to a party that owns a single family Dwelling Unit (whether a detached single family home, a townhome or a condominium), provided such party is not a developer of the Property or a portion, thereof shall not be deemed to be a Qualified Lender.

**20.1.5.3 Exercise of City's Remedies.** Notwithstanding any other provision of this Agreement, the City shall not exercise any right or remedy to cancel or amend this Agreement during any cure period.

## **20.2 Default by the City.**

**20.2.1 Default.** In the event the City does not accept, process or render a decision in a timely manner on necessary development permits, entitlements, or other land use or building approvals for use as provided in this Agreement upon compliance with the requirements therefore, or as otherwise agreed to by the City and Developer, or the City otherwise defaults under the provisions of this Agreement, subject to Paragraph 20.3, the Developer shall have all rights and remedies provided herein or by applicable law, which shall include compelling the specific performance of the City's obligations under this Agreement provided the Developer has first complied with the procedures in Paragraph 20.2.2.

**20.2.2 Notice of Default.** Prior to the exercise of any other right or remedy arising out of a default by the City under this Agreement, the Developer shall first submit to the City a written notice of default stating with specificity those obligations which have not been performed under this Agreement. Upon receipt of the notice of default, the City shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of such default(s) no later than thirty (30) days after receipt of the notice of default, or such longer period as is reasonably necessary to remedy such default(s), provided the City shall continuously and diligently pursue each remedy at all times until such default(s) is cured. In the case of a dispute as to whether the City is in default under this Agreement or whether the City has cured the default, or to seek the enforcement of this Agreement, the City and the Developer may submit the matter to negotiation/mediation pursuant to Paragraph 25(n) of this Agreement.

**20.3 Monetary Damages.** The Developer and the City acknowledge that neither the City nor the Developer would have entered into this Agreement if either were liable for monetary damages under or with respect to this Agreement or the application thereof. Both the City and the Developer agree and recognize that, as a practical matter, it may not be possible to determine an amount of monetary damages which would adequately compensate the Developer for its investment of time and financial resources in planning to arrive at the kind, location, intensity of use, and improvements for the Project, nor to calculate the consideration the City would require to enter into this Agreement to justify such exposure. Therefore, the City and the Developer agree that neither shall be liable for monetary damages under or with respect to

this Agreement or the application thereof and the City and the Developer covenant not to sue for or claim any monetary damages for the breach of any provision of this Agreement. This foregoing waiver shall not be deemed to apply to any fees or other monetary amounts specifically required to be paid by the Developer to the City pursuant to this Agreement, including, but not limited to, any amounts due pursuant to Paragraph 25 (g) and 25(m). The foregoing waiver shall also not be deemed to apply to any fees or other monetary amounts specifically required to be paid or credited by the City to the Developer pursuant to this Agreement, including, but not limited to any fee credits specifically required to be credited by City to Developer or its assignee(s).

**21. Administration of Agreement and Resolution of Disputes.** The Developer shall at all times have the right to appeal to the City Council any decision or determination made by any employee, agent or other representative of the City concerning the Project or the interpretation and administration of this Agreement. All City Council decisions or determinations regarding the Project or the administration of this Agreement shall also be subject to judicial review pursuant to Code of Civil Procedure section 1094.5, provided that, pursuant to Code of Civil Procedure section 1094.6, any such action must be filed in a court of competent jurisdiction not later than ninety (90) days after the date on which the City Council's decision becomes final. In addition, in the event the Developer and the City cannot agree whether a default on the part of the Developer, or any of its successors or assigns, under this Agreement exists or whether or not any such default has been cured, then the City or the Developer may submit the matter to negotiation/mediation pursuant to Paragraph 25(n).

**22. Recordation of this Agreement.** Pursuant to Government Code section 65868.5, the City Clerk shall record a copy of this Agreement in the Official Records of the County within ten (10) days after the mutual execution of this Agreement.

**23. Constructive Notice and Acceptance.** Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is, and shall be, conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Property.

**24. No Third Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit of the City, the CDC, the Developer and their respective successors and assigns. No other person or entity shall have any right of action based upon any provision of this Agreement.

**25. Miscellaneous.**

(a) Notices. All notices which are allowed or required to be given hereunder shall be in writing and (1) shall be deemed given and received when personally delivered or (2) shall be deemed given when the same are deposited in the United States mail, with postage prepaid, to be sent by registered or certified mail or overnight mail service, addressed to the applicable designated person by one party to the other in writing, and shall be deemed received on the second business day after such mailing.

If to City:

City of Oxnard  
300 West Third Street, 4<sup>th</sup> Floor  
Oxnard, California 93030  
Attention: City Manager  
Tel. No.: (805) 385-7430  
Fax No.: (805) 385-7595

with a copy to:

City of Oxnard  
214 South C Street  
Oxnard, California 93030  
Attention: Development Services Director  
Tel. No.: (805) 385-7877  
Fax No.: (805) 385-7854

City of Oxnard  
300 West Third Street, 3<sup>rd</sup> Floor  
Oxnard, California 93030  
Attention: City Attorney  
Tel. No.: (805) 385-7483  
Fax No.: (805) 385-7423

City of Oxnard  
214 South C Street  
Oxnard, California 93030  
Attention: Planning Manager  
Tel. No.: (805) 385-7863  
Fax No.: (805) 385-7417

If to the Developer:

Oxnard Village Investments, LLC  
31238 Via Colinas, Suite F  
Westlake Village, CA 91362  
Attention: Vince Daly  
Tel. No.: (818) 889-7252  
Fax No.: (881) 889-7085

And

270 Newport Center Dr., Suite 200  
Newport Beach, CA 92660  
Attention: Carl Renezeder  
Tel. No.: (949) 719-9040  
Fax. No.: (949) 644-4509

with a copy to:

Stowell, Zeilenga, Ruth, Vaughn & Treiger  
LLP  
2815 Townsgate Road, Suite 330  
Westlake Village, CA 91361  
Attention: James D. Vaughn  
Tel. No.: (805) 446-1496  
Fax No.: (805) 446-1490

(b) Severability. If any part of this Agreement is declared invalid for any reason, such invalidity shall not affect the validity of the remainder of the Agreement. The other parts of this Agreement shall remain in effect as if this Agreement had been executed without the invalid part. The City and the Developer intend and desire that the remaining parts of this Agreement continue to be effective without any part or parts that have been declared invalid.

(c) Entire Agreement; Conflicts. This Agreement represents the entire agreement between the City and the Developer with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the City and the Developer with respect to the matters contained in this Agreement. Should any or all of the provisions of this Agreement be found to be in conflict with any other provision or provisions found in the Applicable Rules or the Subsequent Applicable Rules, then the provisions of this Agreement shall govern and prevail.

(d) Further Assurances. The City and the Developer agree to perform, from time to time, such further acts and to execute and deliver such further instruments reasonably to effect the intents and purposes of this Agreement, provided that the intended obligations of the City and the Developer are not thereby modified.

(e) Inurement and Assignment. This Agreement shall inure to the benefit of and bind the successors and assigns of the City and the Developer, may be assigned by either the City or the Developer to any party or parties purchasing all or any part of the Property, or any interest therein pursuant to the provisions of this Paragraph 26(e). The specific rights and obligations of this Agreement shall be deemed covenants running with the land that concern and affect the Property. Prior to Developer's assignment of any rights, duties or obligations under this Agreement, the Developer shall present such information to the City as will demonstrate to the City's reasonable satisfaction that the proposed successor and/or assignee has the financial ability and experience to fulfill those specific rights, duties and obligations under the Agreement that the successor and/or assignee would assume. In addition, the Developer and the proposed assignee shall present to the City a signed agreement delineating the right to use the credits established by this Agreement as between such parties. City shall have the right to approve the proposed successor and/or assignee, provided that the City's approval may not be unreasonably withheld, conditioned or delayed. The provisions of this Paragraph 26(e) shall be self-executing and shall not require the execution or recordation of any further document or instrument.

(f) Negation of Agency. The City and the Developer acknowledge that, in entering into and performing under this Agreement, each is acting as an independent entity and not as an agent of the other in any respect. Nothing contained herein or in any document

executed in connection herewith shall be construed as making the City and the Developer joint venture's, partners or employer/employee.

(g) Attorneys' Fees. In the event of any claim, dispute or controversy arising out of or relating to this Agreement, including an action for declaratory relief, the prevailing party in such action or proceeding shall be entitled to recover its court costs and reasonable out-of-pocket expenses not limited to taxable costs, including, but not limited to telephone calls, photocopies, expert witness, travel, and reasonable attorneys' fees and costs to be fixed by the court. Such recovery shall include, but not limited to, court costs, out-of-pocket expenses and attorneys' fees on appeal, if any. The court shall determine who is the "prevailing party," whether or not the dispute or controversy proceeds to final judgment. If the City or Developer is reasonably required to incur such out-of-pocket expenses and attorneys' fees as a result of any claim arising out of or concerning this Agreement or any right or obligation derived hereunder, then the prevailing party shall be entitled to recover such reasonable out-of-pocket expenses and attorneys' fees whether or not an action is filed.

(h) 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.

(i) Force Majeure. Performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to one or more of the following events, provided that any one or more of such event(s) actually delays or interferes with the timely performance of the matter to which it would apply and despite the exercise of diligence and good business practices and such event(s) are beyond the reasonable control of the party claiming such interference: war, terrorism, terrorist acts, insurrection, strikes, lock-outs, unavailability in the marketplace of essential labor, tools, materials or supplies, failure of any contractor, subcontractor, or consultant to timely perform (so long as Developer is not otherwise in default of any obligation under this Agreement and is exercising commercially reasonable diligence in an effort to either replace such contractor, subcontractor or consultant or enforce the obligations of such contractor, subcontractor or consultant to perform), riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, or unusually severe weather. An extension of time for any such cause (a "Force Majeure Delay") shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of actual knowledge of the commencement of the cause. Notwithstanding the foregoing, none of the foregoing events shall constitute a Force Majeure Delay unless and until the party claiming such delay and interference delivers to the other party written notice describing the event, its cause, when and how such party obtained knowledge, the date and the event commenced, and the estimated delay resulting therefrom.

(j) Paragraph Headings. The paragraph 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.

(k) Time of Essence. Time is of the essence of this Agreement, and all performances required hereunder shall be completed within the time periods specified. Any failure of performance shall be deemed as a material breach of this Agreement.

(l) 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.

(m) Indemnification. The Developer agrees, as a condition of approval of this Agreement, to indemnify, defend and hold harmless at the Developer's expense, the City, the City Council, and the City's agents, officers and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul the approval of this Agreement, the Specific Plan or EIR or to determine the reasonableness, legality or validity of any provision hereof or obligation contained herein. Developer also agrees to indemnify the City, the City Council, and the City's officials, agents and employees for any claims, acts or proceedings relating to the Project's affordable housing requirements, including, but not limited to, any challenge to the City's Housing Element arising from such requirements.

The indemnity described in this section is not subject to the provisions of paragraph 7 providing that obligations cease if the Project does not go forward.

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. The Developer shall provide a defense to the City with counsel reasonably selected by Developer and City to defend both the City and Developer, and shall reimburse the City for any court costs which the 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 at its own expense, but such participation shall not relieve the Developer of the obligations of this Paragraph 25(m).

(n) Alternative Dispute Resolution Procedure.

(1) Dispute. If a dispute arises concerning whether the City or the Developer or any of Developer's successors or assigns is in default under this Agreement or whether any such default has been cured or whether or not a dispute is subject to this Paragraph (a "Dispute"), then such dispute shall be subject to negotiation between the parties to this Agreement, and if then not resolved shall be subject to non-binding mediation, both as set forth below, before either party may institute legal proceedings.

(2) Negotiation. If a Dispute arises, the parties agree to negotiate in good faith to resolve the Dispute. If the negotiations do not resolve the Dispute to the reasonable satisfaction of the parties within 15 days from a written request for a negotiation, then each party shall give notice to the other party identifying an official or executive officer who has authority to resolve the Dispute to meet in person with the other party's designated official or executive officer who is similarly authorized. The designated persons identified by each party shall meet in person for one day within the 20-day period following the expiration of the 15-day period and

the designated persons shall attempt in good faith to resolve the Dispute. If the designated persons are unable to resolve the Dispute, then the Dispute shall be submitted to non-binding mediation.

(3) Mediation.

(i) Within 15 days following the designated persons' meeting described in subparagraph 2, above, either party may initiate non-binding mediation (the "Mediation"), conducted by Judicial Arbitration & Mediation Services, Inc. ("JAMS") or other agreed upon mediator. Either party may initiate the Mediation by written notice to the other party.

(ii) The mediator shall be a retired judge or other mediator, selected by mutual agreement of the parties, and if they cannot agree within 15 days after the Mediation notice, the mediator shall be selected through the procedures regularly followed by JAMS. The Mediation shall be held within 15 days after the Mediator is selected, or a longer period as the parties and the mediator mutually decide.

(iii) If the Dispute is not fully resolved by mutual agreement of the parties within 15 days after completion of the Mediation, then either party may institute legal proceedings.

(iv) The parties shall bear equally the cost of the mediator's fees and expenses, but each party shall pay its own attorneys' and expert witness fees and any other associated costs.

(4) Preservation of Rights. Nothing in this Paragraph shall limit a party's right to seek an injunction or restraining order from a court in circumstances where such equitable relief is deemed necessary by a party to preserve such party's rights.

(o) Inspection of Books. Within a reasonable time period after receiving a written request from the City, Developer shall allow the City to inspect and audit Developer's books and records as they relate to the purposes of this Agreement. The City shall maintain the confidentiality of the Developer's books records to the maximum extent permitted by law.

(p) Reference of California Law. Unless expressly stated to the contrary, all references to statutes herein are to the California codes.

(q) Interpretation. The language in all parts of this Agreement shall in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any party. The parties hereto acknowledge and agree that this Agreement has been prepared jointly by the parties and has been the subject of arm's length and careful negotiation over a considerable period of time, that each party has independently reviewed this Agreement with legal counsel, and that each party has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this



Agreement shall not be interpreted or construed against the party preparing it, and instead other rules of interpretation and construction shall be utilized.

IN WITNESS WHEREOF, the City and the Developer hereto have each executed this Agreement as of the date first written above.

**Developer:**

**OXNARD VILLAGE INVESTMENTS, LLC**


By:   
Name: Vince Daly

Its: Attorney-In-Fact

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**City:**

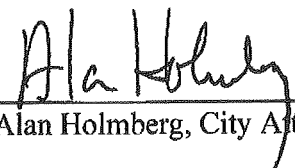
**CITY OF OXNARD**, a municipal corporation of  
the State of California

By:   
Dr. Thomas E. Holden, Mayor

**ATTEST:**

  
Daniel Martinez, City Clerk

**APPROVED AS TO FORM:**

  
Alan Holmberg, City Attorney

ACKNOWLEDGMENT

State of California

County of Ventura

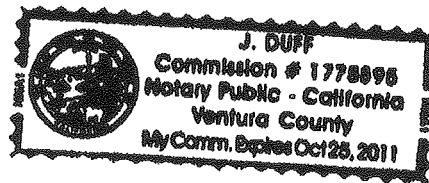
On Jan. 26 2009, before me, J. Duff,  
 a Notary Public, personally appeared Marie Daly,  
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
 subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
 in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
 the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

(Seal)



State of California

County of Ventura

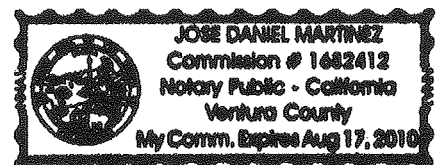
On 3 February 2009, before me, Jose Daniel Martinez,  
 a Notary Public, personally appeared Thomas E. Holden,  
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
 subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
 in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
 the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

(Seal)

Attachment 5Page 31 of 54

State of California

County of \_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

Attachment 5  
Page 32 of 54

Exhibit A

**Legal Description of Property**

[behind this page]

Attachment 5  
Page 33 of 54

**EXHIBIT "A" – LEGAL DESCRIPTION****PARCEL A:**

That portion of Subdivision 9, Rancho El Rio de Santa Clara O' La Colonia, in the City of Oxnard, County of Ventura, State of California, according to that certain Partition Map filed in the Office of the County Clerk of said County, in that certain action entitled "Thomas A. Scott, et al., Plffs. vs. Rafael Gonzales, et al., Defts." described as follows:

Beginning at a point in that certain course, recited as "South 66° 34' 30" East 573.33 feet", in the deed to the State of California, recorded January 27, 1955 as Instrument No. 2961, in Book 1260, Page 453, Official Records, distant along said certain course South 66° 34' 30" East 195.91 feet from the Easterly line of the land described in the deed to Western Trailer Park, Inc., recorded June 10 1954 as Instrument No. 16613, in Book 1208, Page 17, Official Records; thence parallel with said Easterly line,

1st: South 0° 30' West, 81.41 feet; thence

2nd: South 84° 06' 30" West, 68.21 feet; thence

3rd: South 7° 52' 15" West, 75.25 feet; thence

4th: North 89° 23' 15" West, 103.01 feet, more or less, to a point in the Easterly line of said land of Western Trailer Park, Inc., distant along said Easterly line, South 0° 30' West, 239.75 feet from said certain course recited as "South 66° 34' 30" East, 573.33 feet"; thence along said Easterly line,

5th: South 0° 30' West, 238.67 feet; thence

6th: South 89° 23' 15" East, 336.33 feet; thence

7th: North 0° 36' 45" East, 39.52 feet; thence

8th: North 89° 23' 15" West, 50.00 feet; thence

9th: North 0° 36' 45" East, 50.00 feet; thence

10th: South 89° 23' 15" East, 50.00 feet; thence

11th: North 0° 36' 45" East, 230.43 feet to the beginning of a tangent curve concave Southwesterly having a radius of 25.00 feet; thence

12th: Northerly and Northwesterly along said curve through an angle of 67° 11' 15" an arc distance of 29.32 feet to the point of tangency with said certain course recited as "South 66° 34' 30" East, 573.33 feet"; thence along said certain course,

13th: North 66° 34' 30" West, 153.37 feet to the Point of Beginning.

Attachment 5  
Page 34 of 54

**PARCEL B:**

That portion of Subdivision 9, Rancho El Rio de Santa Clara O' La Colonia, in the City of Oxnard, County of Ventura, State of California, according to that certain Partition Map filed in the Office of the County Clerk of said County, in that certain action entitled "Thomas A. Scott, et al., Plffs. vs. Rafael Gonzales, et al., Defts." described as follows:

Commencing at the intersection of that certain course recited as "South 66° 34' 30" East, 573.33 feet", in the deed to the State of California, recorded January 27, 1955 as Instrument No. 2961, in Book 1260, Page 453, Official Records, with a line which is parallel with and distant Easterly 210.00 feet, measured at right angles from the Westerly line of the land described in the deed to Martin V. Smith and wife, recorded April 29, 1946 as Instrument No. 10429, in Book 745, Page 450, Official Records; thence along said parallel line South 0° 30' West, 623.42 feet to the True Point of Beginning; thence continuing along said parallel line,

1st: South 0° 30' West, 64.76 feet; thence

2nd: North 89° 30' West, 210.00 feet to the Westerly line of said land of Martin V. Smith; thence along said Westerly line,

3rd: South 0° 30' West, 258.43 feet to the Northwesterly line of the Southern Pacific Railroad right of way, 100 feet wide; thence along said Northwesterly line,

4th: South 49° 56' East, 706.38 feet; thence

5th: North 0° 36' 45" East, 772.48 feet to the intersection with a line which bears South 89° 23' 15" East, from said True Point of Beginning; thence along said line,

6th: North 89° 23' 15" West, 336.05 feet to the True Point of Beginning.

EXCEPT THEREFROM all oil, gas, minerals and other hydrocarbon substances in and under said land lying below a depth of 100 feet from the surface thereof; but with no right of surface entry.

**PARCEL C:**

That portion of Subdivision 9, Rancho El Rio de Santa Clara O' La Colonia, in the City of Oxnard, County of Ventura, State of California, according to that certain Partition Map filed in the Office of the County Clerk of said County, in that certain action entitled "Thomas A. Scott, et al., Plffs. vs. Rafael Gonzales, et al., Defts." described as follows:

Beginning at a point on the Westerly line of the land described in the deed to Martin V. Smith and wife, recorded April 29, 1946 as Instrument No. 10429, in Book 745, Page 450, Official Records, distant along said Westerly line, South  $0^{\circ} 30'$  West, 140 feet from the Southwesterly corner of the land described in the deed to the State of California, recorded April 14, 1948 as Instrument No. 6528, in Book 823, Page 494, Official Records; thence at right angles,

1st: South  $89^{\circ} 30'$  East, 60.00 feet; thence parallel with said Westerly line,

2nd: North  $0^{\circ} 30'$  East, 110.00 feet, more or less, to the Southerly line of the land in the deed to the State of California, recorded January 27, 1955 as Instrument No. 2961, in Book 1260, Page 453, Official Records, being a curve concave Southerly having a radius of 200.00 feet, a central angle of  $26^{\circ} 07' 21''$  and a radial line at the beginning of said curve in said Westerly line bears North  $2^{\circ} 41' 51''$  West; thence

3rd: Easterly, along said curve, an arc distance of 32.00 feet, more or less, to the Easterly terminus of said curve; thence tangent to said curve

4th: South  $66^{\circ} 34' 30''$  East, 130.00 feet, more or less, to the intersection with a line which is parallel with and Easterly 210.00, measured at right angles from the Westerly line of said land of Martin V. Smith; thence along said parallel line

5th: South  $0^{\circ} 30'$  West, 688.16 feet; thence at right angles,

6th: North  $89^{\circ} 30'$  West, 210.00 feet to the Westerly line of said land of Martin V. Smith; thence along said Westerly line,

7th: North  $0^{\circ} 30'$  East, 637.00 feet to the Point of Beginning.

EXCEPT THEREFROM all oil, gas, minerals and other hydrocarbon substances in and under said land lying below a depth of 100 feet from the surface thereof; but with no right of surface entry.

#### PARCEL D:

That portion of Subdivision 9, Rancho El Rio de Santa Clara O' La Colonia, in the City of Oxnard, County of Ventura, State of California, according to that certain Partition Map filed in the Office of the County Clerk of said County, in that certain action entitled "Thomas A. Scott, et al., Plffs. vs. Rafael Gonzales, et al., Defts." described as follows:

Beginning at a point on the Westerly line of the land described in the deed to Martin V. Smith and wife, recorded April 29, 1946 as Instrument No. 10429, in Book 745, Page 450, Official Records, distant along said Westerly line, South  $0^{\circ} 30'$  West, 140.00 feet from the Southwesterly corner of the land described in the deed to the State of California, recorded April 14, 1948 as Instrument No. 6528, in Book 823, Page 494, Official Records; thence at right angles,

- 1st: South 89° 30' East, 60.00 feet; thence parallel with said Westerly line,
- 2nd: North 0° 30' East, 110.00 feet, more or less, to the Southerly line of the land in the deed to the State of California, recorded January 27, 1955 as Instrument No. 2961, in Book 1260, Page 453, Official Records, being a curve concave Southerly having a radius of 200.00 feet, a central angle of 26° 07' 21" and a radial line at the beginning of said curve in said Westerly line bears North 2° 41' 51" West; thence,
- 3rd: Westerly and Southwesterly, along said curve, an arc distance of 59.19 feet to the Westerly line of said land of Martin V. Smith; thence along said Westerly line,
- 4th: South 0° 30' West, 115.00 feet, more or less, to the Point of Beginning.

**PARCEL E:**

That portion of Subdivision 9, Rancho El Rio de Santa Clara O' La Colonia, in the City of Oxnard, County of Ventura, State of California, according to that certain Partition Map filed in the Office of the County Clerk of said County, in that certain action entitled "Thomas A. Scott, et al., Plffs. vs. Rafael Gonzales, et al., Defts." described as follows:

Beginning at the intersection of a line which is parallel with and distant Easterly 210.00 feet, measured at right angles from the Westerly line of the land described in the deed to Martin V. Smith and wife, recorded April 29, 1946 as Instrument No. 10429, in Book 745, Page 450, Official Records, with that certain course, recited as "South 66° 34' 30" East 573.33 feet", in the deed to the State of California, recorded January 27, 1955 as Instrument No. 2961, in Book 1260, Page 453, Official Records, thence along said certain course,

- 1st: South 66° 34' 30" East, 195.91 feet; thence parallel with the Westerly line of said land of Martin V. Smith,
- 2nd: South 0° 30' West, 81.41 feet; thence
- 3rd: South 84° 06' 30" West, 68.21 feet; thence
- 4th: South 7° 52' 15" West, 75.25 feet; thence
- 5th: North 89° 23' 15" West, 103.01 feet, to said 1st mentioned parallel line; thence along said parallel line,
- 6th: North 0° 30' East, 234.75 feet, more or less, to the Point of Beginning.

**PARCEL F:**



That portion of Subdivision 9, Rancho El Rio de Santa Clara O' La Colonia, in the City of Oxnard, County of Ventura, State of California, according to that certain Partition Map filed in the Office of the County Clerk of said County, in that certain action entitled "Thomas A. Scott, et al., Plffs. vs. Rafael Gonzales, et al., Defts." described as follows:

Commencing at the intersection of that certain course recited as "South 66° 34' 30" East, 573.33 feet", in the deed to the State of California, recorded January 27, 1955 as Instrument No. 2961, in Book 1260, Page 453, Official Records, with a line which is parallel with and distant Easterly 210.00 feet, measured at right angles from the Westerly line of the land described in the deed to Martin V. Smith and wife, recorded April 29, 1946 as Instrument No. 10429, in Book 745, Page 450, Official Records; thence along said parallel line South 0° 30' West, 623.42 feet to the True Point of Beginning; thence along said parallel line,

1st: North 0° 30' East, 150.00 feet, more or less, to the Southwesterly corner of the land described in the deed to Twenty Year Venture, Inc., recorded January 6, 1958 as Instrument No. 357, in Book 1579, Page 68, Official Records; thence along the boundary of said last mentioned land by the following 7 courses,

2nd: South 89° 23' 15" East, 336.33 feet; thence

3rd: North 0° 36' 45" East, 39.52 feet; thence

4th: North 89° 23' 15" West, 50.00 feet; thence

5th: North 0° 36' 45" East, 50.00 feet; thence

6th: South 89° 23' 15" East, 50.00 feet; thence

7th: North 0° 36' 45" East, 230.43 feet to the beginning of a tangent curve concave Southwesterly having a radius of 25.00 feet; thence

8th: Northerly and Northwesterly along said curve through an angle of 67° 11' 15" an arc distance of 29.32 feet to the point of tangency with said certain course recited as "South 66° 34' 30" East, 573.33 feet"; thence along said certain course,

9th: South 66° 34' 30" East, 94.00 feet, more or less, to the Southeasterly terminus of said certain course; thence continuing along the boundary of said land of the State of California by the following 7 courses,

10th: South 60° 51' 10" East, 93.92 feet to an angle point; thence

11th: South 63° 54' 52" East, 104.95 feet to an angle point; thence

- 12th: South 64° 18' 10" East, 115.31 feet to the beginning of a non-tangent curve concave Southwesterly having a radius of 1392.00 feet and a radial line bears North 32° 49' 03" East; thence
- 13th: Southeasterly along said last mentioned curve through an angle of 11° 57' 27" an arc distance of 290.51 feet to the beginning of a compound curve concave Southwesterly having a radius of 100 feet; thence
- 14th: Southeasterly along said last mentioned curve through an angle of 20° 20' 41" an arc distance of 35.31 feet; thence tangent to said curve
- 15th: South 24° 52' 49" East, 163.19 feet to the beginning of a tangent curve concave Northeasterly having a radius of 308 feet; thence
- 16th: Southeasterly along said last mentioned curve through an angle of 20° 47' 35" an arc distance of 111.78 feet to the intersection with the Easterly line of that certain 16.50 foot strip of land as described in the deed to Martin V. Smith, recorded May 5, 1953 as Instrument No. 10414, in Book 1132, Page 42, Official Records; thence along said Easterly line
- 17th: South 0° 38' 45" West, 1085.33 feet, more or less, to a point distant along the prolongation of said Easterly line North 0° 38' 45" East, 165.43 feet from the Southerly terminus of the 1st course, recited as "South 0° 04' West, 1800.40 feet" in the deed to Carl C. Cole, recorded June 15, 1932, in Book 383, Page 77, Official Records; thence along the 6th course recited as "South 89° 37' East, 346.29 feet", in said last mentioned deed recorded in Book 383, Page 77, Official Records; thence
- 18th: North 89° 37' West, 203.73 feet to the Northwesterly line of the Southern Pacific Railroad right of way, 100 feet wide; thence along said Northwesterly line,
- 19th: North 49° 46' West, 683.5 feet, more or less, to a point distant along the Northwesterly line of said 100 foot right of way, south 49° 46' East, 706.38 feet from the westerly line of said 1st mentioned land of Martin V. Smith; thence
- 20th: North 0° 36' 45" East, 722.48 feet to the intersection with a line which bears, South 89° 23' 15" East from the True Point of Beginning; thence
- 21st: North 89° 23' 15" West, 336.05 feet to the True Point of Beginning.

EXCEPTING THEREFROM that portion thereof described as follows:

Commencing at the intersection of the Southwesterly line of the land described in the deed to the State of California, recorded April 14, 1948 as Instrument No. 6528, in Book 823, Page 494, Official Records, with the Easterly line of the land described in the deed to Martin V. Smith and wife, recorded April 15, 1946 as Instrument No. 9238, in Book 747, Page 97, Official Records; thence along said Easterly line South  $0^{\circ} 38' 45''$  West, 122.00 feet; thence North  $89^{\circ} 23' 15''$  West, 13.50 feet to the True Point of Beginning; thence continuing

1st: North  $89^{\circ} 23' 15''$  West, 105.00 feet; thence at right angles

2nd: South  $0^{\circ} 36' 45''$  West, 200.00 feet; thence parallel with the hereinbefore described 1st course

3rd: South  $89^{\circ} 23' 15''$  East, 105.00 feet, more or less, to the intersection with a line which is parallel with the Easterly line of said land of Martin V. Smith and passes through said True Point of Beginning; thence along said last mentioned parallel line

4th: North  $0^{\circ} 38' 45''$  East, 200.00 feet to the True Point of Beginning.

ALSO EXCEPTING THEREFROM an undivided one-half of all oil, gas and other mineral substances in and under a portion of said land or that may be produced and saved therefrom as reserved by Dora Sanderson, Trustee in deed recorded July 27, 1945 as Instrument No. 9151, in Book 726, Page 63, Official Records.

#### PARCEL G:

That portion of Subdivision 9, Rancho El Rio de Santa Clara O' La Colonia, in the City of Oxnard, County of Ventura, State of California, according to that certain Partition Map filed in the Office of the County Clerk of said County, in that certain action entitled "Thomas A. Scott, et al., Plffs. vs. Rafael Gonzales, et al., Defts." described as follows:

Beginning at a point on the Westerly line of the land described in the deed to Simon Cohn, recorded in Book 81, Page 160 of Deeds, distant along said Westerly line, South  $0^{\circ} 38'$  West, 200.00 feet from the intersection of said Westerly line with the Southwesterly line of the land described in the deed to the State of California, recorded April 25, 1948 as Instrument No. 7363, in Book 826, Page 229, Official Records; thence along said Westerly line

1st: North  $0^{\circ} 38'$  East, 113.88 feet to the beginning of a non-tangent curve concave Northeasterly having a radius of 308.00 feet and a radial line bears South  $44^{\circ} 19' 36''$  West; thence

2nd: Southeasterly along said curve through an angle of  $3^{\circ} 41' 23''$  an arc distance of 19.38 feet; thence tangent to said curve

3rd: South 49° 21' 47" East, 105.55 feet to the beginning of a tangent curve concave Southwesterly having a radius of 100.00 feet; thence

4th: Southeasterly along said curve through an angle of 23° 33' 28" an arc distance of 41.32 feet to a point on said Southwesterly line of the land conveyed to the State of California; thence

5th: Southeasterly along said Southwesterly line being a curve concave Southwesterly having a radius of 1392.00 feet, an arc distance of 2.7 feet, more or less, to the intersection with a line which extends South 89° 22' East, measured at right angles to the Westerly line of said land of Simon Cohn, from said Point of Beginning; thence along said right angle line

6th: North 89° 22' West, 121.00 feet, more or less, to the Point of Beginning.

EXCEPTING THEREFROM all oils and minerals in and under said land as excepted in deed from Clarence A. Markel and Lucille B. Markel, recorded February 11, 1954 as Instrument No. 4118, in Book 1183, Page 46, Official Records.

**PARCEL H:**

That portion of Lot 15, Underpass Industrial Tract No. 1, in the City of Oxnard, County of Ventura, State of California, as per Map recorded in Book 21, Page 78 of Maps, in the Office of the County Recorder of said County and that portion of Subdivisions 9 and 10, Rancho El Rio de Santa Clara O' La Colonia, in the City of Oxnard, County of Ventura, State of California, according to that certain Partition Map filed in the Office of the County Clerk of said County, in that certain action entitled "Thomas A. Scott, et al., Plffs. vs. Rafael Gonzales, et al., Defts." described as a whole as follows:

Beginning at a point on the Southwesterly line of said Lot 15, distant thereon North 49° 56' 00" West, 164.05 feet from the most Southerly corner of said Lot; thence

1st: North 40° 04' 00" East, 117.05 feet to the Northeasterly line of said Lot 15; thence along said Northeasterly line

2nd: North 14° 25' 30" West, 184.12 feet; thence

3rd: North 88° 26' 00" West, to the Westerly line of said Lot 15; thence along said Westerly line

4th: North 0° 39' 00" East, to the Easterly terminus of the 18th course described in Parcel 6 in the Deed of Trust recorded on June 30, 1961 as Instrument No. 28094, in Book 2017, Page 464, Official Records; thence along said 18th course

5<sup>th</sup>: North 89° 37' 00" West, 203.73 feet to the Northwestern line of the Southern Pacific Railroad Company right of way, 100 feet wide; thence along said Northwestern line

6<sup>th</sup>: South 49° 56' 00" East, to the Point of Beginning.

EXCEPTING THEREFROM one-half (1/2) of all oil, gas, minerals and other hydrocarbon substances in and under said land, without the right to enter upon, possess or use any part of the surface of said land above a depth of 500 feet below the surface for the purposes of processing, extracting, or exploring for oil, gas or other hydrocarbon substances or minerals in or under said land for a period of Twenty (20) years from and after the date hereof and in the event that oil, gas or other hydrocarbon substances or mineral production or development is commenced within said period of Twenty (20) years then for so long thereafter as said development or production is continued, as reserved by Lester R. Howard and Joanna Howard, in deed recorded September 29, 1961 as Instrument No. 42785, in Book 2053, Page 556, Official Records.

#### PARCEL I:

That portion of Lot 15, Underpass Industrial Tract 1, in the City of Oxnard, County of Ventura, State of California, as per Map recorded in Book 21, Page 78 of Maps, in the Office of the County Recorder of said County, described as follows:

Commencing at a point on the Southwesterly line of said Lot 15, distant thereon North 49° 56' 00" West, 164.05 feet from the most Southerly corner of said Lot; thence North 40° 04' 00" East, 117.05 feet to the Northeasterly line of said Lot 15; thence along said Northeasterly line, North 14° 25' 30" West, 184.12 feet to the True Point of Beginning; thence

1<sup>st</sup>: North 88° 26' 00" West, to the Westerly line of said Lot 15; thence along said Westerly line

2<sup>nd</sup>: North 0° 39' 00" East, to the Northwestern corner of said Lot 15; thence along the boundary of said Lot 15 by the following three courses;

3<sup>rd</sup>: South 89° 10' 30" East, 197.86 feet to the beginning of a tangent curve concave Southwesterly having a radius of 15.00 feet; thence

4<sup>th</sup>: Southeasterly along said curve, through a central angle of 74° 45' North arc distance of 19.57 feet; thence tangent to said curve

5<sup>th</sup>: South 14° 25' 30" East, to the True Point of Beginning.

EXCEPTING THEREFROM one-half (1/2) of all oil, gas, minerals and other hydrocarbon substances in and under said land, without the right to enter upon, possess or use any part of the surface of said land above a depth of 500 feet below the surface for

the purposes of processing, extracting or exploring for oil, gas or other hydrocarbon substances or minerals in or under said land for a period of Twenty (20) years from and after the date hereof and in the event that oil, gas or other hydrocarbon substances or mineral production or development is commenced within said period of Twenty (20) years then for so long thereafter as said development or production is continued, as reserved by Lester R. Howard and Joanna Howard, in deed recorded September 29, 1961 as Instrument No. 42785, in Book 2053, Page 556, Official Records.

**PARCEL J:**

That portion of Subdivision 9, Rancho El Rio de Santa Clara O' La Colonia, in the City of Oxnard, County of Ventura, State of California, according to that certain Partition Map filed in the Office of the County Clerk of said County, in that certain action entitled "Thomas A. Scott, et al., Plffs, vs. Rafael Gonzales, et al., Defts." described as follows:

Beginning at a point on the Easterly line of the land described in the deed to Carl C. Cole and wife, recorded July 15, 1931 in Book 383, Page 77, of Official Records, distant along said Easterly line South 0° 38' West, 200.00 feet from the intersection of said Easterly line with the Southwesterly line of that certain strip of land 58.00 feet in width, as described in the deed to the State of California, recorded April 28, 1948 as Instrument No. 7363, in Book 826, Page 229, Official Records; thence continuing along said Easterly line,

1<sup>st</sup>: South 0° 38' West, 449.43 feet, more or less, to the Northwestern corner of the land described in the deed to George E. Heavens and wife, recorded October 16, 1946 as Instrument No. 25106, in Book 768, Page 41, Official Records; thence along the Northwestern line thereof

2<sup>nd</sup>: North 67° 45' 30" East, 262.49 feet, to the Southwesterly line of the land described in the deed to the State of California, recorded February 11, 1948 as Instrument No. 2489, in Book 817, Page 457, Official Records; thence

3<sup>rd</sup>: Northwesterly, along said last mentioned Southwesterly line to and along the Southwesterly line of said certain 58 foot strip and/or to and along the Southwesterly line of the land described in the deed to the State of California, recorded March 15, 1955 as Instrument No. 9113, in Book 1273, Page 199, Official Records, to the intersection with a line which bears South 89° 22' East, measured at right angles to the Easterly line of said land of Carl C. Cole from said Point of Beginning; thence along said last mentioned land

4<sup>th</sup>: North 89° 22' West to the Point of Beginning.

EXCEPTING THEREFROM all oil, gas, minerals and other hydrocarbon substances in and under said land, without, however, the right of surface entry or any right of entry in and to the subsurface thereof at a depth of less than 500 feet beneath the surface for the development or removal of said substances.

Said land lies within land shown on Registered Engineer's Map filed in Book 7, Page 64 of Record of Survey.

**PARCEL K:**

All of the land lying within the exterior boundaries of Underpass Industrial Tract 1, in the City of Oxnard, County of Ventura, State of California, as per Map recorded in Book 21, Page 78 of Maps, in the Office of the County Recorder of said County.

EXCEPTING THEREFROM that portion thereof described as follows:

Beginning at the intersection of the South line of the land conveyed to A.L. Hobson and W.A. Hobson by Deed recorded in Book 119, Page 91 of Deed, with the West line of the land conveyed to the State of California by deed recorded in Book 826, Page 55, Official Records; thence along said South line, North 89° 19' 15" West, 97.42 feet, more or less, to the most Southerly corner of Lot 14 of said Underpass Industrial Tract 1; thence along the Easterly line of said Lot 14, North 2° 05' 00" West, 197.92 feet to the beginning of a tangent curve concave to the West having a radius of 460 feet and a central angle of 12° 21' 45"; thence Northerly along said curve an arc distance of 99.25 feet to a ¾ inch iron pipe in the East line of Lot 13 of the Tract last referred to; thence along said East line of said Lot 13 and prolongation thereof, North 14° 26' 45" West, 154.64 feet, more or less, to a ¾ inch iron pipe set in the Southerly line of Lot 9 of said Underpass Industrial Tract 1; thence North 75° 33' 15" East, 3 feet to the Southeast corner of said Lot 9; thence along the East line of said Lot 9 and prolongation thereof, North 14° 26' 45" West, 175.24 feet to a ¾ inch iron pipe set at the Westerly terminus of that certain course in Parcel 2 of the land described in deed recorded in Book 826, Page 55 Official Records, recited therein as bearing South 75° 34' 30" West, 38 feet; thence North 75° 34' 30" East, 38.00 feet to a ¾ inch iron pipe at the Easterly terminus of said course; thence along the Easterly line of said Underpass Industrial Tract 1, South 14° 26' 45" East, 646.91 feet to the Point of Beginning.

ALSO EXCEPTING THEREFROM Lots 12 and 13 of said Underpass Industrial Tract 1.

ALSO EXCEPTING THEREFROM that portion of Lot 15, Underpass Industrial Tract 1, in the City of Oxnard, County of Ventura, State of California, as per Map recorded in Book 21, Page 78 of Maps, in the Office of the County Recorder of said County, lying Northerly and Northwesterly of the following described line:

Beginning at a point on the Southwesterly line of said Lot 15, distant thereon North 49° 56' 00" West, 164.05 feet from the most Southerly corner of said Lot; thence,

1<sup>st</sup>: North 40° 04' 00" East, 117.05 feet to the Northeasterly line of said Lot 15.

EXCEPTING THEREFROM one-half (1/2) of all oil, gas, minerals and other hydrocarbon substances in and under said land, without the right to enter upon, possess or

use any part of the surface of said land above a depth of 500 feet below the surface for the purposes of processing, extracting, or exploring for oil, gas or other hydrocarbon substances or minerals in or under said land for a period of twenty (20) years from and after the date hereof and in the event that oil, gas or other hydrocarbon substances or mineral production or development is commenced within said period of twenty (20) years then for so long thereafter as said development or production is continued, as reserved by Lester R. Howard and Joanna Howard, in deed recorded September 29, 1961 as Instrument No. 42785, in Book 2053, Page 556, Official Records.

A portion of said land is shown on Registered Engineer's Map filed in Book 25, Page 19 of Records of Survey.

**PARCEL L:**

Part of Subdivision 9, Rancho El Rio de Santa Clara O' La Colonia, in the City of Oxnard, County of Ventura, State of California, as per Partition Map filed in the Office of the County Clerk of said Ventura County, in that certain action entitled "Thomas A. Scott, et al., Plffs. vs. Rafael Gonzales, et al., Defts." and described as follows:

Beginning at a 2 inch iron pipe set in the 1<sup>st</sup> course, as described in deed to Carl C. Cole, recorded in Book 383, Page 77 Official Records, in the Office of the County Recorder of said County at the Southwest corner of that certain parcel of land, as conveyed to Lloyd M. Braden, et al., by deed recorded in Book 747, Page 279, Official Records; thence from said Point of Beginning

1<sup>st</sup>: North 0° 39' 30" East, 66.84 feet along the Westerly line of said lands of Lloyd M. Braden, et al., and along the first course of deed to Carl C. Cole, as above described to a point from which the Northwest corner of said lands of Lloyd M. Braden, et al., the same being the Southwest corner of that certain parcel of land, as conveyed to Simon Cohn, by deed recorded in Book 81, Page 160 of Deeds, bears North 0° 39' 30" East, 392.82 feet distant; thence

2<sup>nd</sup>: North 67° 47' East, 322.09 feet to a point in the Westerly line of the California State Highway right of way, 100.00 feet wide, as conveyed to the State of California, by deed recorded in Book 319, Page 86, of Official Records; thence along same,

3<sup>rd</sup>: South 14° 25' 30" East, 200.00 feet to the Southeast corner of said lands of Lloyd M. Braden, et al., as above described; thence,

4<sup>th</sup>: North 89° 10' West, 348.80 feet along the Southerly line of said lands of Lloyd M. Braden, et al., to the Point of Beginning.

EXCEPTING THEREFROM that portion conveyed to the State of California by deed recorded March 30, 1948 in Book 824, Page 198, Official Records.

**PARCEL M:**



That portion of Subdivision 9, Rancho El Rio de Santa Clara O' La Colonia, in the City of Oxnard, County of Ventura, State of California, according to that certain Partition Map filed in the Office of the County Clerk of said Ventura County, in an action entitled "Thomas A. Scott, et al., Plffs. vs. Rafael Gonzales, et al., Defts." described as follows:

Commencing at the intersection of the Easterly line of the land conveyed to Martin V. Smith by deed recorded April 15, 1946 as Instrument No. 9238, in Book 747, Page 97, Official Records, with the Southwesterly line of the land conveyed to the State of California by deed recorded April 14, 1948 as Instrument No. 6528, in Book 823, Page 494, Official Records; thence along the Easterly line South 0° 38' 45" West, 122.00 feet; thence North 89° 23' 15" West, 13.50 feet to the True Point of Beginning; thence from said True Point of Beginning,

1<sup>st</sup>: North 89° 23' 15" West, 105.12 feet; thence

2<sup>nd</sup>: South 0° 36' 45" West, 200.00 feet; thence

3<sup>rd</sup>: South 89° 23' 15" East, 105.00 feet to a line which is parallel with and distant Westerly 13.5 feet from the Easterly line of said land of Martin V. Smith; thence along said parallel line

4<sup>th</sup>: North 0° 38' 45" East, 200.00 feet to the True Point of Beginning.

EXCEPTING THEREFROM one-half of all oil, gas and other mineral substances in and under said land or that may be produced and saved therefrom, as reserved by Dora Sanderson, Trustee, in deed recorded July 27, 1945 in Book 726, Page 63, Official Records.

#### PARCEL N:

Lots 12 and 13 of Underpass Industrial Tract 1, in the City of Oxnard, County of Ventura, State of California, as per Map recorded in Book 21, Page 78 of Maps, in the Office of the County Recorder of said County.

EXCEPTING THEREFROM one-half (1/2) of all oil, gas, minerals and other hydrocarbon substances in and under said land, without the right to enter upon, possess or use any part of the surface of said land above a depth of 500 feet below the surface for the purposes of processing, extracting or exploring for oil, gas or other hydrocarbon substances or minerals in or under said land for a period of twenty (20) years from and after the date hereof and in the event that oil, gas or other hydrocarbon substances or mineral production or development is commenced within said period of twenty (20) years then for so long thereafter as said development or production is continued, as reserved by Lester R. Howard and Joanna Howard, in deed recorded September 29, 1961 as Instrument No. 42785, in Book 2053, Page 556, Official Records.

EXCEPTING THEREFROM the remaining one-half interest in all oil, gas, minerals and other hydrocarbon substances in and under said land lying below a depth of 500 feet from the surface thereof, but with no right of surface entry, as provided in the deed recorded July 31, 1981 as File No. 81-72514, Official Records.

**PARCEL O:**

Parcel 1, in the City of Oxnard, County of Ventura, State of California, as per Map recorded in Book 31, Page 67 of Parcel Maps, in the Office of the County Recorder of said County.

**PARCEL P:**

That portion of Subdivision 9 of the Rancho El Rio de Santa Clara O' La Colonia, in the City of Oxnard, as said Subdivision is designated and delineated on that certain Map filed in the Office of the County Clerk of said County, in that certain action entitled "Thomas A. Scott, et al., Pliffs, vs. Rafael Gonzales, et al., Defts." and more particularly described as follows:

Beginning at the most Southerly corner of that certain parcel of land described in Parcel "A" in deed recorded in Book 1931, Page 411, Official Records, said most Southerly corner being a point in the Northeasterly line of the right of way of the Southern Pacific Railroad Company, 100 feet wide, described in the deed recorded in the Office of the County Recorder of said County, in Book 54, Page 576 of Deeds; thence along said Northeasterly line,

1<sup>st</sup>: North 49° 56' 03" West, 33.41 feet; thence

2<sup>nd</sup>: North 23° 44' 57" East, 192.80 feet to a point in the Easterly boundary of the above- mentioned Parcel "A"; thence along said Easterly boundary

3<sup>rd</sup>: South 14° 44' 14" West, 204.72 feet to the Point of Beginning.

EXCEPTING THEREFROM all oil, gas, minerals and other hydrocarbon substances in and under said land lying below a depth of 500 feet from the surface thereof, but with no right of surface entry.

END OF LEGAL DESCRIPTION

**Exhibit B**

**Description of Off-Site Improvements and Cost Allocation**

[behind this page]

Attachment 5  
Page 48 of 54

**CITY OF OXNARD  
VILLAGE DEVELOPMENT  
EXHIBIT B  
OFF-SITE IMPROVEMENTS**

Description	Village	
	(%)	(\$)
<i><b>Water</b></i>		
18" Water Line (Wagon Wheel Loop Phase 1)	0%	\$ -
18" Water Line (Wagon Wheel Loop Phase 2)	0%	\$ -
18" Water Line (Wagon Wheel Loop Phase 3)	62%	\$ 1,336,224
18" Water Line (Wagon Wheel Loop Phase 4)	62%	\$ 1,085,682
Subtotal		\$ 2,421,906
<i><b>Gravity Sewer</b></i>		
10" Gravity Sewer (Wagon Wheel to new lift station)	100%	\$ 1,016,000
18" Gravity Sewer (existing to new lift stations)	55%	\$ 484,110
21" Gravity Sewer (new lift station inlet)	62%	\$ 63,240
Subtotal		\$ 1,563,350
<i><b>Sewer Force Main</b></i>		
16" Force Main (new lift station to Gonzales Rd)	62%	\$ 1,503,252
Subtotal		\$ 1,503,252
<i><b>New Lift Station</b></i>		
New Lift Station	49.5%	\$ 990,000
Subtotal		\$ 990,000
<i><b>Recycled Water</b></i>		
16" Recycled Water (Gonzales Rd to Wagon Wheel)	51%	\$ 1,691,976
Subtotal		\$ 1,691,976
Subtotal		\$ 8,170,484
Contingency (@20%)		\$ 1,634,097
Total		\$ 9,804,581

**Exhibit C**

**Affordable Housing Bedroom and Rent Schedule**

[behind this page]

Attachment 5  
Page 50 of 54

## EXHIBIT C - Affordable Housing Bedroom and Rent Schedule

Description of Replacement Housing UnitsExtremely Low

Size	1 BR	2 BR	3 BR	4 BR	Total
Total	12	16	8	5	41

Bedrooms	12	32	24	20	88
----------	----	----	----	----	----

Very Low

Size	1 BR	2 BR	3 BR	4 BR	Total
Total	12	16	16	5	49

Bedrooms	12	32	48	20	112
----------	----	----	----	----	-----

Lower

Size	1 BR	2 BR	3 BR	4 BR	Total
Total	2	4	3	4	13

Bedrooms	2	8	9	16	35
----------	---	---	---	----	----

Low

Size	1 BR	2 BR	3 BR	4 BR	Total
Total	3	2	2	3	10

Bedrooms	3	4	6	12	25
----------	---	---	---	----	----

Moderate

Size	1 BR	2 BR	3 BR	4 BR	Total
Total	5	0	1	0	6

Bedrooms	5	0	3	0	8
----------	---	---	---	---	---

Description of Units and Replacement Housing Units

Totals

Size	1 BR	2 BR	3 BR	4 BR	Total
Total	34	38	30	17	119
Bedrooms	34	76	90	68	268

Description of Units and Replacement Housing Units

Page 5 of 6

Attachment 5  
Page 52 of 54

**Exhibit D**

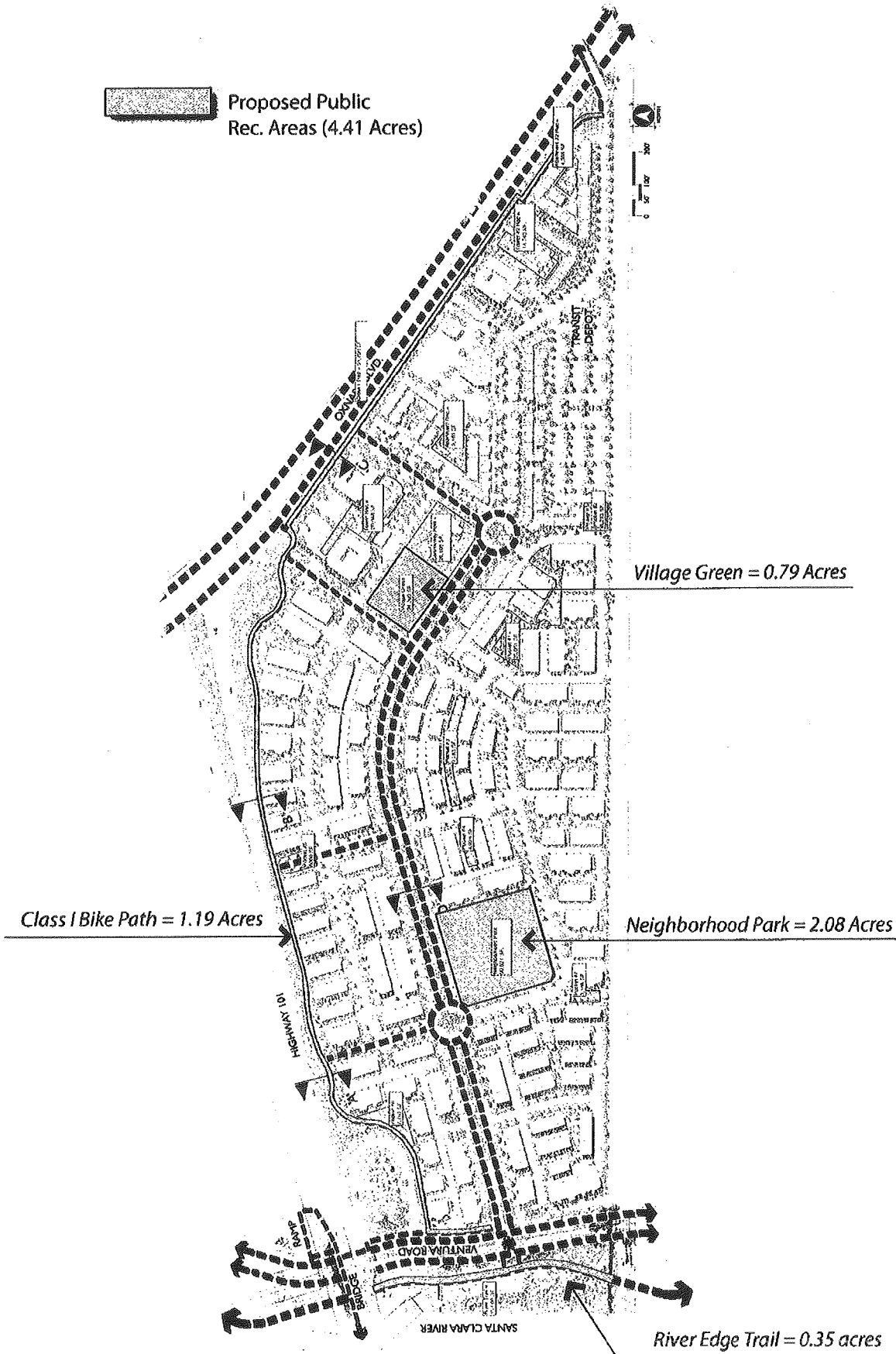
**Public Recreation Areas**

**[behind this page]**



# Exhibit "D" Public Recreation Areas

ITEM M-1



**RECORDING REQUESTED BY:**

City of Oxnard

Request recording without fee.  
Record for benefit of City of  
Oxnard pursuant to Section 27383  
of Government Code.

**WHEN RECORDED MAIL TO:**

City of Oxnard  
305 West Third Street  
Oxnard, California 93030  
Attn: City Clerk



20150812-00122252-0 1/76

Ventura County Clerk and Recorder  
MARK A. LUNN  
08/12/2015 12:58:09 PM  
972801 \$ .00 JO

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT****Agreement No. A-7122**

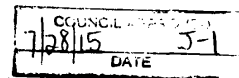
**THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT** (this "Amendment") is made in Ventura County, California as of 28th July, 2015, by and between the **CITY OF OXNARD**, a municipal corporation of the State of California ("City"); and **OXNARD CRFL PARTNERS, LLC**, a Delaware limited liability company, successor in interest to **OXNARD VILLAGE INVESTMENTS, LLC** ("Developer").

**RECITALS**

A. Developer is the owner of and is developing real property located in the City and more particularly described in Exhibit A attached hereto and incorporated herein by this reference ("Developer's Property"). City and Developer's predecessor in interest entered into a Development Agreement dated as of January 27, 2009, and recorded on March 10, 2009 as Instrument No. 20090310-00037202-0 in the Ventura County Recorder's Office (the "Original Agreement"). Exhibit A attached hereto includes a small area that was inadvertently left out of the Original Agreement. This area is described in Exhibit A-1, which is attached hereto and incorporated herein by this reference.

B. Developer has taken certain actions to develop Developer's Property, but significant additional work will be needed in order to complete the Project.

First Amendment to Development Agreement



C. City desires that Developer undertake additional measures that will benefit the public generally. In particular, as further described below, Developer agrees to provide additional protection from storm waters and flooding over and above that required by current entitlements. In particular, City, per a letter dated October 6, 2014 to the Ventura County Watershed Protection District (the "District"), desires to proceed in conjunction with the District to construct Alternative I-C for Reach 1-3 and Alternative II-D for Reach 4 as described in the RBF Study dated March 2014 in order to maintain the Project area and surrounding areas outside of the 1% chance (100-year) storm event.

D. So as to assure such additional protection from storm waters and flooding and the other public benefits described in Recital "F" of the Original Agreement and to improve the coordination among the various entitlements, City and Developer have agreed to the other adjustments to the Original Agreement.

E. City and Developer agree that because of severe economic downturns that have occurred over the past five years, there have been changes to the market requiring adjustments to the Original Agreement due to factors that are not the fault of, and are beyond the control of, Developer and City.

F. Developer is seeking to amend the Original Agreement to extend certain dates in the Development Agreement as set forth below.

G. The Effective Date of this Amendment is specified in Section 6(j), below.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated into the operative provisions of this Amendment by this reference and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, City and Developer agree as follows:

**Section 1. Developer Participation in Storm Water and Flood Protection.**

Developer shall proceed with design and construction of the flood protection improvements, which may include floodwalls, flood improvements and flood protection facilities and storm water quality best management practices devices, along the Ventura Road frontage of the Project identified as Alternative I-C in the RBF Study dated March 2014 (the "Flood Protection Improvements"), in conjunction with the County of Ventura Watershed Protection District (the "District"), to provide protection from flooding by the Santa Clara River. See, Exhibit B, which is attached hereto and incorporated herein by this reference. Developer agrees, as part of this Amendment, to help fund or construct the Flood Protection Improvements. The Flood Protection Improvements, when constructed and accepted, shall be public improvements maintained and operated through the creation of a Financing District (as that term is defined in Paragraph 1.14 of the Original Agreement) in accordance with Paragraph 7(g) of the Original Agreement and applicable conditions of approval for Tract No. 5745. Developer's obligation in this respect is expressly conditioned upon being able to move forward with the construction of marketable residential units during the design and construction of the Flood Protection Improvements. Therefore, City expressly commits to issue building permits during the design of the Flood Protection Improvements, FEMA review of any Developer submitted Conditional

Letter of Map Revision and construction of the Flood Protection Improvements. Developer shall complete construction of the Flood Protection Improvements prior to the earlier of: (i) issuance of the certificate of occupancy for the 544th residential unit within the boundary of Tract No. 5745; or (ii) District's completion of Reach 4 flood protection improvements.

During construction of all residential units, Developer shall take all required actions necessary to protect the units from flooding in accordance with the then-current FEMA map for the Project. As a condition of approval of this Amendment, Developer agrees to indemnify, defend and hold harmless at Developer's expense, City, the City Council, and City's agents, officers and employees from and against any claim, action or proceeding relating to damage from flooding alleged to have been caused by any action or inaction by City in its regulatory capacity. Such indemnity and defense obligation shall be governed by Paragraph 25(m) of the Original Agreement.

**Section 2. Delivery of Certain Public Improvements.**

City shall not require delivery of the MUP Bridge, the Orchard Traffic Signal, or the Oxnard Boulevard Sidewalk (from Vineyard Avenue to Orchard Place) completion prior to the final inspection for the 540th residential unit in the Project.

**Section 3. Extension.**

The Term specified in Paragraph 2 of the Original Agreement shall be and hereby is extended to that date twenty (20) years from the Effective Date of this Amendment.

**Section 4. Additional Revisions.**

The parties hereto agree to the additional revisions to the Original Agreement set forth in Exhibit C, which is attached hereto and incorporated herein by this reference.

**Section 5. Compliance.**

Developer's work to date is deemed to comply with the Original Agreement and related land use enactments.

**Section 6. Standard Provisions.**

- (a) Entire Agreement. Except for the Original Agreement, which this First Amendment to Development Agreement amends, this Amendment represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the parties hereto with respect to the matters contained in this Amendment.
- (b) Priority of Documents. In any case of conflict, this Amendment shall control over the Original Agreement and over the exhibits to this Amendment. The exhibits to this Amendment shall control over the Original Agreement. Paragraph 3 of the Original Agreement is restated as of the Effective Date of this Amendment.

- (c) Section Headings. The section headings contained in this Amendment are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.
- (d) Counterparts. This Amendment 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.
- (e) No Reliance on Other Parties. All parties to this Amendment declare that, prior to the execution of this Amendment, 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 Amendment and making the decision to execute it. The parties hereto each represent and acknowledge that in executing this Amendment, 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 Amendment.
- (f) Construction. The provisions of this Amendment shall be liberally construed to effect its purpose. The language of this Amendment shall be construed according to its plain meaning and shall not be construed for or against any party hereto, as each party hereto has participated in the drafting of this Amendment 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.
- (g) Successors and Assigns. This Amendment shall be binding on and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.
- (h) Governing Law. The validity and interpretation of this Amendment shall be governed by the laws of the State of California without giving effect to the principles of conflict of laws.
- (i) Authority. Each party hereto certifies and warrants that all individuals executing this Amendment and other related documents on its behalf have the capacity and have been duly authorized to do so. Each party hereto shall also indemnify the other party to this Amendment and hold it harmless from all damages, costs, attorneys' fees, and other expenses, if a signatory is not so authorized.
- (j) Effective Date. After this Amendment has been signed by authorized representatives of each of the parties hereto, this Amendment shall become effective on the date on which the ordinance approving this Amendment becomes effective under Government Code section 36937.
- (k) Definitions. All terms not specifically defined in this Amendment shall have the meanings ascribed to them in the Original Agreement.

- (l) Unintended Results/Good Faith. The parties hereto agree that should any provision of this Amendment or the Original Agreement result in a situation that was not within the contemplation of the parties hereto and imposes a substantial burden on either or both of them, the parties hereto shall negotiate in good faith to modify the Original Agreement or this Amendment to meet the reasonable expectations of the parties hereto.
- (m) Recording. City shall cause this Amendment to be recorded in the Official Records of the County within ten (10) days after the mutual execution of this Amendment, but failure to so record shall not alter the rights of the parties hereto.
- (n) Indemnity. In the event any legal action instituted by a third party or other government entity or official challenging the validity of this Amendment, City and Developer agree to cooperate in defending such action, with Developer to indemnify City pursuant to Paragraph 25(m) of the Original Agreement.

[signatures on following page]

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties to this Amendment have each executed this Amendment as of the date first written above.

**CITY:**

CITY OF OXNARD, a public body,  
corporate and politic

Date: 7/28/2015

By: Carina Flynn for TF  
Tim Flynn, Mayor

ATTEST:

By: [Signature]  
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

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

APPROVED AS TO FORM AND CONTENT:

KANE, BALLMER & BERKMAN  
Redevelopment Special Counsel

By: Sodd C. Massey

**DEVELOPER:**

**OXNARD CRFL PARTNERS, LLC,**  
a Delaware limited liability company

By: [Signature]  
Name: Carl Renezeder

Title: Authorized Signatory

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

State of California )  
County of Orange )

On July 21, 2015, before me, Lourdes R. Cirignano, a Notary Public, personally appeared Carl Reneeder, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature [Signature]



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

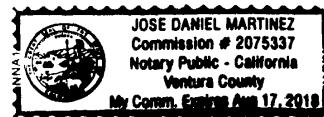
State of California )  
County of Ventura )

On July 28, 2015, before me, Jose Daniel Martinez, a Notary Public, personally appeared Carmel Ramirez, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature [Signature]



First Amendment to Development Agreement



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

State of California )  
County of \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

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

State of California )  
County of \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

**EXHIBIT A**

**DEVELOPER'S PROPERTY**

[behind this page]

First Amendment to Development Agreement

9

EXHIBIT A

## Legal Description of Property

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 A: (APN 139-0-022-040)**

THAT PORTION OF SUBDIVISION 9, RANCHO EL RIO DE SANTA CLARA O' LA COLONIA, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THAT CERTAIN PARTITION MAP FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY, IN THAT CERTAIN ACTION ENTITLED "THOMAS A. SCOTT, ET AL., PLFFS. VS. RAFAEL GONZALES, ET AL., DEFTS." DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THAT CERTAIN COURSE, RECITED AS "SOUTH 66° 34' 30" EAST 573.33 FEET", IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED JANUARY 27, 1955 AS INSTRUMENT NO. 2961, IN BOOK 1260, PAGE 453, OFFICIAL RECORDS, DISTANT ALONG SAID CERTAIN COURSE SOUTH 66° 34' 30" EAST 195.91 FEET FROM THE EASTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO WESTERN TRAILER PARK, INC., RECORDED JUNE 10 1954 AS INSTRUMENT NO. 16613, IN BOOK 1208, PAGE 17, OFFICIAL RECORDS; THENCE PARALLEL WITH SAID EASTERLY LINE,

1ST: SOUTH 0° 30' WEST, 81.41 FEET; THENCE

2ND: SOUTH 84° 06' 30" WEST, 68.21 FEET; THENCE

3RD: SOUTH 7° 52' 15" WEST, 75.25 FEET; THENCE

4TH: NORTH 89° 23' 15" WEST, 103.01 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF SAID LAND OF WESTERN TRAILER PARK, INC., DISTANT ALONG SAID EASTERLY LINE, SOUTH 0° 30' WEST, 239.75 FEET FROM SAID CERTAIN COURSE RECITED AS "SOUTH 66° 34' 30" EAST, 573.33 FEET"; THENCE ALONG SAID EASTERLY LINE,

5TH: SOUTH 0° 30' WEST, 238.67 FEET; THENCE

6TH: SOUTH 89° 23' 15" EAST, 336.33 FEET; THENCE

7TH: NORTH 0° 36' 45" EAST, 39.52 FEET; THENCE

8TH: NORTH 89° 23' 15" WEST, 50.00 FEET; THENCE

9TH: NORTH 0° 36' 45" EAST, 50.00 FEET; THENCE

10TH: SOUTH 89° 23' 15" EAST, 50.00 FEET; THENCE

2607 030510-0001  
6026344 2 07 13 15

Exhibit A

11TH: NORTH 0° 36' 45" EAST, 230.43 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE

12TH: NORTHERLY AND NORTHWESTERLY ALONG SAID CURVE THROUGH AN ANGLE OF 67° 11' 15" AN ARC DISTANCE OF 29.32 FEET TO THE POINT OF TANGENCY WITH SAID CERTAIN COURSE RECITED AS "SOUTH 66° 34' 30" EAST, 573.33 FEET"; THENCE ALONG SAID CERTAIN COURSE,

13TH: NORTH 66° 34' 30" WEST, 153.37 FEET TO THE POINT OF BEGINNING.

**PARCEL B: INTENTIONALLY DELETED**

**PARCEL C: (APN 139-0-022-165)**

THAT PORTION OF SUBDIVISION 9, RANCHO EL RIO DE SANTA CLARA O' LA COLONIA, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THAT CERTAIN PARTITION MAP FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY, IN THAT CERTAIN ACTION ENTITLED "THOMAS A. SCOTT, ET AL., PLFFS. VS. RAFAEL GONZALES, ET AL., DEFTS." DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO MARTIN V. SMITH AND WIFE, RECORDED APRIL 29, 1946 AS INSTRUMENT NO. 10429, IN BOOK 745, PAGE 450, OFFICIAL RECORDS, DISTANT ALONG SAID WESTERLY LINE, SOUTH 0° 30' WEST, 140 FEET FROM THE SOUTHWESTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED APRIL 14, 1948 AS INSTRUMENT NO. 6528, IN BOOK 823, PAGE 494, OFFICIAL RECORDS; THENCE AT RIGHT ANGLES,

1ST: SOUTH 89° 30' EAST, 60.00 FEET; THENCE PARALLEL WITH SAID WESTERLY LINE,

2ND: NORTH 0° 30' EAST, 110.00 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF THE LAND IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED JANUARY 27, 1955 AS INSTRUMENT NO. 2961, IN BOOK 1260, PAGE 453, OFFICIAL RECORDS, BEING A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 26° 07' 21" AND A RADIAL LINE AT THE BEGINNING OF SAID CURVE IN SAID WESTERLY LINE BEARS NORTH 2° 41' 51" WEST; THENCE

3RD: EASTERLY, ALONG SAID CURVE, AN ARC DISTANCE OF 32.00 FEET, MORE OR LESS, TO THE EASTERLY TERMINUS OF SAID CURVE; THENCE TANGENT TO SAID CURVE

4TH: SOUTH 66° 34' 30" EAST, 130.00 FEET, MORE OR LESS, TO THE INTERSECTION WITH A LINE WHICH IS PARALLEL WITH AND EASTERLY 210.00, MEASURED AT RIGHT ANGLES FROM THE WESTERLY LINE OF SAID LAND OF MARTIN V. SMITH; THENCE ALONG SAID PARALLEL LINE

5TH: SOUTH 0° 30' WEST, 688.16 FEET; THENCE AT RIGHT ANGLES.

6TH: NORTH 89° 30' WEST, 210.00 FEET TO THE WESTERLY LINE OF SAID LAND OF MARTIN V. SMITH; THENCE ALONG SAID WESTERLY LINE.

7TH: NORTH 0° 30' EAST, 637.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF OF ALL OIL, GAS AND OTHER MINERAL SUBSTANCES IN AND UNDER A PORTION OF SAID LAND OR THAT MAY BE PRODUCED AND SAVED THEREFROM AS RESERVED BY DORA SANDERSON, TRUSTEE IN DEED RECORDED JULY 27, 1945 AS INSTRUMENT NO. 9151, IN BOOK 726, PAGE 63, OFFICIAL RECORDS.

**PARCEL D: (APN 139-0-022-015)**

THAT PORTION OF SUBDIVISION 9, RANCHO EL RIO DE SANTA CLARA O' LA COLONIA, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THAT CERTAIN PARTITION MAP FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY, IN THAT CERTAIN ACTION ENTITLED "THOMAS A. SCOTT, ET AL., PLFFS. VS. RAFAEL GONZALES, ET AL., DEFTS." DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO MARTIN V. SMITH AND WIFE, RECORDED APRIL 29, 1946 AS INSTRUMENT NO. 10429, IN BOOK 745, PAGE 450, OFFICIAL RECORDS, DISTANT ALONG SAID WESTERLY LINE, SOUTH 0° 30' WEST, 140.00 FEET FROM THE SOUTHWESTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED APRIL 14, 1948 AS INSTRUMENT NO. 6528, IN BOOK 823, PAGE 494, OFFICIAL RECORDS; THENCE AT RIGHT ANGLES,

1ST: SOUTH 89° 30' EAST, 60.00 FEET; THENCE PARALLEL WITH SAID WESTERLY LINE,

2ND: NORTH 0° 30' EAST, 110.00 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF THE LAND IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED JANUARY 27, 1955 AS INSTRUMENT NO. 2961, IN BOOK 1260, PAGE 453, OFFICIAL RECORDS, BEING A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 26° 07' 21" AND A RADIAL LINE AT THE BEGINNING OF SAID CURVE IN SAID WESTERLY LINE BEARS NORTH 2° 41' 51" WEST; THENCE,

3RD: WESTERLY AND SOUTHWESTERLY, ALONG SAID CURVE, AN ARC DISTANCE OF 59.19 FEET TO THE WESTERLY LINE OF SAID LAND OF MARTIN V. SMITH; THENCE ALONG SAID WESTERLY LINE.

4TH: SOUTH 0° 30' WEST, 115.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

**PARCEL E: (APN 139-0-022-030)**

THAT PORTION OF SUBDIVISION 9, RANCHO EL RIO DE SANTA CLARA O' LA COLONIA, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THAT CERTAIN PARTITION MAP FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY, IN THAT CERTAIN ACTION ENTITLED "THOMAS A. SCOTT, ET AL., PLFFS. VS. RAFAEL GONZALES, ET AL., DEFTS." DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A LINE WHICH IS PARALLEL WITH AND DISTANT EASTERLY 210.00 FEET, MEASURED AT RIGHT ANGLES FROM THE WESTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO MARTIN V. SMITH AND WIFE, RECORDED APRIL 29, 1946 AS INSTRUMENT NO. 10429, IN BOOK 745, PAGE 450, OFFICIAL RECORDS, WITH THAT CERTAIN COURSE, RECITED AS "SOUTH 66° 34' 30" EAST 573.33 FEET", IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED JANUARY 27, 1955 AS INSTRUMENT NO. 2961, IN BOOK 1260, PAGE 453, OFFICIAL RECORDS, THENCE ALONG SAID CERTAIN COURSE,

1ST: SOUTH 66° 34' 30" EAST, 195.91 FEET; THENCE PARALLEL WITH THE WESTERLY LINE OF SAID LAND OF MARTIN V. SMITH,

2ND: SOUTH 0° 30' WEST, 81.41 FEET; THENCE

3RD: SOUTH 84° 06' 30" WEST, 68.21 FEET; THENCE

4TH: SOUTH 7° 52' 15" WEST, 75.25 FEET; THENCE

5TH: NORTH 89° 23' 15" WEST, 103.01 FEET, TO SAID 1ST MENTIONED PARALLEL LINE; THENCE ALONG SAID PARALLEL LINE,

6TH: NORTH 0° 30' EAST, 234.75 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

**PARCEL F: INTENTIONALLY DELETED****PARCEL G: (APN 139-0-170-015)**

THAT PORTION OF SUBDIVISION 9, RANCHO EL RIO DE SANTA CLARA O' LA COLONIA, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THAT CERTAIN PARTITION MAP FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY, IN THAT CERTAIN ACTION ENTITLED "THOMAS A. SCOTT, ET AL., PLFFS. VS. RAFAEL GONZALES, ET AL., DEFTS." DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO SIMON COHN, RECORDED IN BOOK 81, PAGE 160 OF DEEDS, DISTANT ALONG SAID WESTERLY LINE, SOUTH 0° 38' WEST, 200.00 FEET FROM THE INTERSECTION OF SAID WESTERLY LINE WITH THE SOUTHWESTERLY LINE

OF THE LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA,  
RECORDED APRIL 25, 1948 AS INSTRUMENT NO. 7363, IN BOOK 826, PAGE 229,  
OFFICIAL RECORDS; THENCE ALONG SAID WESTERLY LINE

1ST: NORTH 0° 38' EAST, 113.88 FEET TO THE BEGINNING OF A NON-  
TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 308.00 FEET  
AND A RADIAL LINE BEARS SOUTH 44° 19' 36" WEST; THENCE

2ND: SOUTHEASTERLY ALONG SAID CURVE THROUGH AN ANGLE OF 3°  
41' 23" AN ARC DISTANCE OF 19.38 FEET; THENCE TANGENT TO SAID CURVE

3RD: SOUTH 49° 21' 47" EAST, 105.55 FEET TO THE BEGINNING OF A  
TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 100.00 FEET;  
THENCE

4TH: SOUTHEASTERLY ALONG SAID CURVE THROUGH AN ANGLE OF 23°  
33' 28" AN ARC DISTANCE OF 41.32 FEET TO A POINT ON SAID SOUTHWESTERLY  
LINE OF THE LAND CONVEYED TO THE STATE OF CALIFORNIA; THENCE

5TH: SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE BEING A  
CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1392.00 FEET, AN ARC  
DISTANCE OF 2.7 FEET, MORE OR LESS, TO THE INTERSECTION WITH A LINE  
WHICH EXTENDS SOUTH 89° 22' EAST, MEASURED AT RIGHT ANGLES TO THE  
WESTERLY LINE OF SAID LAND OF SIMON COHN, FROM SAID POINT OF  
BEGINNING; THENCE ALONG SAID RIGHT ANGLE LINE

6TH: NORTH 89° 22' WEST, 121.00 FEET, MORE OR LESS, TO THE POINT OF  
BEGINNING.

EXCEPTING THEREFROM ALL OILS AND MINERALS IN AND UNDER SAID LAND AS  
EXCEPTED IN DEED FROM CLARENCE A. MARKEL AND LUCILLE B. MARKEL,  
RECORDED FEBRUARY 11, 1954 AS INSTRUMENT NO. 4118, IN BOOK 1183, PAGE 46,  
OFFICIAL RECORDS.

**PARCEL H: (APN PTN. 139-0-161-035)**

THAT PORTION OF LOT 15, UNDERPASS INDUSTRIAL TRACT NO. 1, IN THE CITY OF  
OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED  
IN BOOK 21, PAGE 78 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF  
SAID COUNTY AND THAT PORTION OF SUBDIVISIONS 9 AND 10, RANCHO EL RIO  
DE SANTA CLARA O' LA COLONIA, IN THE CITY OF OXNARD, COUNTY OF  
VENTURA, STATE OF CALIFORNIA, ACCORDING TO THAT CERTAIN PARTITION  
MAP FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY, IN THAT  
CERTAIN ACTION ENTITLED "THOMAS A. SCOTT, ET AL., PLFFS. VS. RAFAEL  
GONZALES, ET AL., DEFTS." DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 15, DISTANT THEREON NORTH 49° 56' 00" WEST, 164.05 FEET FROM THE MOST SOUTHERLY CORNER OF SAID LOT; THENCE

1ST: NORTH 40° 04' 00" EAST, 117.05 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 15; THENCE ALONG SAID NORTHEASTERLY LINE

2ND: NORTH 14° 25' 30" WEST, 184.12 FEET; THENCE

3RD: NORTH 88° 26' 00" WEST, TO THE WESTERLY LINE OF SAID LOT 15; THENCE ALONG SAID WESTERLY LINE

4TH: NORTH 0° 39' 00" EAST, TO THE EASTERLY TERMINUS OF THE 18TH COURSE DESCRIBED IN PARCEL 6 IN THE DEED OF TRUST RECORDED ON JUNE 30, 1961 AS INSTRUMENT NO. 28094, IN BOOK 2017, PAGE 464, OFFICIAL RECORDS; THENCE ALONG SAID 18TH COURSE

5TH: NORTH 89° 37' 00" WEST, 203.73 FEET TO THE NORTHWESTERLY LINE OF THE SOUTHERN PACIFIC RAILROAD COMPANY RIGHT OF WAY, 100 FEET WIDE; THENCE ALONG SAID NORTHWESTERLY LINE

6TH: SOUTH 49° 56' 00" EAST, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ONE-HALF (1/2) OF ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, WITHOUT THE RIGHT TO ENTER UPON, POSSESS OR USE ANY PART OF THE SURFACE OF SAID LAND ABOVE A DEPTH OF 500 FEET BELOW THE SURFACE FOR THE PURPOSES OF PROCESSING, EXTRACTING, OR EXPLORING FOR OIL, GAS OR OTHER HYDROCARBON SUBSTANCES OR MINERALS IN OR UNDER SAID LAND FOR A PERIOD OF TWENTY (20) YEARS FROM AND AFTER THE DATE HEREOF AND IN THE EVENT THAT OIL, GAS OR OTHER HYDROCARBON SUBSTANCES OR MINERAL PRODUCTION OR DEVELOPMENT IS COMMENCED WITHIN SAID PERIOD OF TWENTY (20) YEARS THEN FOR SO LONG THEREAFTER AS SAID DEVELOPMENT OR PRODUCTION IS CONTINUED, AS RESERVED BY LESTER R. HOWARD AND JOANNA HOWARD, IN DEED RECORDED SEPTEMBER 29, 1961 AS INSTRUMENT NO. 42785, IN BOOK 2053, PAGE 556, OFFICIAL RECORDS.

**PARCEL I: (APN PTN. 139-0-161-035)**

THAT PORTION OF LOT 15, UNDERPASS INDUSTRIAL TRACT I, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 21, PAGE 78 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 15, DISTANT THEREON NORTH 49° 56' 00" WEST, 164.05 FEET FROM THE MOST SOUTHERLY CORNER OF SAID LOT; THENCE NORTH 40° 04' 00" EAST, 117.05 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 15; THENCE ALONG SAID



NORTHEASTERLY LINE, NORTH 14° 25' 30" WEST, 184.12 FEET TO THE TRUE POINT OF BEGINNING; THENCE

1ST: NORTH 88° 26' 00" WEST, TO THE WESTERLY LINE OF SAID LOT 15; THENCE ALONG SAID WESTERLY LINE

2ND: NORTH 0° 39' 00" EAST, TO THE NORTHWESTERLY CORNER OF SAID LOT 15; THENCE ALONG THE BOUNDARY OF SAID LOT 15 BY THE FOLLOWING THREE COURSES;

3RD: SOUTH 89° 10' 30" EAST, 197.86 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 15.00 FEET; THENCE

4TH: SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 74° 45' NORTH ARC DISTANCE OF 19.57 FEET; THENCE TANGENT TO SAID CURVE

5TH: SOUTH 14° 25' 30" EAST, TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ONE-HALF (1/2) OF ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, WITHOUT THE RIGHT TO ENTER UPON, POSSESS OR USE ANY PART OF THE SURFACE OF SAID LAND ABOVE A DEPTH OF 500 FEET BELOW THE SURFACE FOR

THE PURPOSES OF PROCESSING, EXTRACTING OR EXPLORING FOR OIL, GAS OR OTHER HYDROCARBON SUBSTANCES OR MINERALS IN OR UNDER SAID LAND FOR A PERIOD OF TWENTY (20) YEARS FROM AND AFTER THE DATE HEREOF AND IN THE EVENT THAT OIL, GAS OR OTHER HYDROCARBON SUBSTANCES OR MINERAL PRODUCTION OR DEVELOPMENT IS COMMENCED WITHIN SAID PERIOD OF TWENTY (20) YEARS THEN FOR SO LONG THEREAFTER AS SAID DEVELOPMENT OR PRODUCTION IS CONTINUED, AS RESERVED BY LESTER R. HOWARD AND JOANNA HOWARD, IN DEED RECORDED SEPTEMBER 29, 1961 AS INSTRUMENT NO. 42785, IN BOOK 2053, PAGE 556, OFFICIAL RECORDS.

**PARCEL J: (APN 139-0-170-025)**

THAT PORTION OF SUBDIVISION 9, RANCHO EL RIO DE SANTA CLARA O' LA COLONIA, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THAT CERTAIN PARTITION MAP FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY, IN THAT CERTAIN ACTION ENTITLED "THOMAS A. SCOTT, ET AL., PLFFS, VS. RAFAEL GONZALES, ET AL., DEFTS." DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO CARL C. COLE AND WIFE, RECORDED JULY 15, 1931 IN BOOK 383, PAGE 77, OF OFFICIAL RECORDS, DISTANT ALONG SAID EASTERLY LINE SOUTH 0° 38' WEST, 200.00 FEET FROM THE INTERSECTION OF SAID EASTERLY LINE WITH

THE SOUTHWESTERLY LINE OF THAT CERTAIN STRIP OF LAND 58.00 FEET IN WIDTH, AS DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED APRIL 28, 1948 AS INSTRUMENT NO. 7363, IN BOOK 826, PAGE 229, OFFICIAL RECORDS; THENCE CONTINUING ALONG SAID EASTERLY LINE,

1ST: SOUTH 0° 38' WEST, 449.43 FEET, MORE OR LESS, TO THE NORTHWESTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO GEORGE E. HEAVENS AND WIFE, RECORDED OCTOBER 16, 1946 AS INSTRUMENT NO. 25106, IN BOOK 768, PAGE 41, OFFICIAL RECORDS; THENCE ALONG THE NORTHWESTERLY LINE THEREOF

2ND: NORTH 67° 45' 30" EAST, 262.49 FEET, TO THE SOUTHWESTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED FEBRUARY 11, 1948 AS INSTRUMENT NO. 2489, IN BOOK 817, PAGE 457, OFFICIAL RECORDS; THENCE

3RD: NORTHWESTERLY, ALONG SAID LAST MENTIONED SOUTHWESTERLY LINE TO AND ALONG THE SOUTHWESTERLY LINE OF SAID CERTAIN 58 FOOT STRIP AND/OR TO AND ALONG THE SOUTHWESTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED MARCH 15, 1955 AS INSTRUMENT NO. 9113, IN BOOK 1273, PAGE 199, OFFICIAL RECORDS, TO THE INTERSECTION WITH A LINE WHICH BEARS SOUTH 89° 22' EAST, MEASURED AT RIGHT ANGLES TO THE EASTERLY LINE OF SAID LAND OF CARL C. COLE FROM SAID POINT OF BEGINNING; THENCE ALONG SAID LAST MENTIONED LAND

4TH: NORTH 89° 22' WEST TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL OILS AND MINERALS IN AND UNDER SAID LAND AS EXCEPTED IN DEED FROM CLARENCE A. MARKEL AND LUCILLE B. MARKEL, RECORDED FEBRUARY 11, 1954 AS INSTRUMENT NO. 4118, IN BOOK 1183, PAGE 46, OFFICIAL RECORDS.

SAID LAND LIES WITHIN LAND SHOWN ON REGISTERED ENGINEER'S MAP FILED IN BOOK 7, PAGE 64 OF RECORD OF SURVEY.

**PARCEL K: APN 139-0-161-025; APN 139-0-162-040, 085; APN 139-0-170-045, 055, 095; AND PTN. 139-0-161-035**

ALL OF THE LAND LYING WITHIN THE EXTERIOR BOUNDARIES OF UNDERPASS INDUSTRIAL TRACT 1, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 21, PAGE 78 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE LAND CONVEYED TO A.L. HOBSON AND W.A. HOBSON BY DEED RECORDED IN BOOK

119, PAGE 91 OF DEED, WITH THE WEST LINE OF THE LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED IN BOOK 826, PAGE 55, OFFICIAL RECORDS; THENCE ALONG SAID SOUTH LINE, NORTH 89° 19' 15" WEST, 97.42 FEET, MORE OR LESS, TO THE MOST SOUTHERLY CORNER OF LOT 14 OF SAID UNDERPASS INDUSTRIAL TRACT 1; THENCE ALONG THE EASTERLY LINE OF SAID LOT 14, NORTH 2° 05' 00" WEST, 197.92 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 460 FEET AND A CENTRAL ANGLE OF 12° 21' 45"; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 99.25 FEET TO A ¾ INCH IRON PIPE IN THE EAST LINE OF LOT 13 OF THE TRACT LAST REFERRED TO; THENCE ALONG SAID EAST LINE OF SAID LOT 13 AND PROLONGATION THEREOF, NORTH 14° 26' 45" WEST, 154.64 FEET, MORE OR LESS, TO A ¾ INCH IRON PIPE SET IN THE SOUTHERLY LINE OF LOT 9 OF SAID UNDERPASS INDUSTRIAL TRACT 1; THENCE NORTH 75° 33' 15" EAST, 3 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9; THENCE ALONG THE EAST LINE OF SAID LOT 9 AND PROLONGATION THEREOF, NORTH 14° 26' 45" WEST, 175.24 FEET TO A ¾ INCH IRON PIPE SET AT THE WESTERLY TERMINUS OF THAT CERTAIN COURSE IN PARCEL 2 OF THE LAND DESCRIBED IN DEED RECORDED IN BOOK 826, PAGE 55 OFFICIAL RECORDS, RECITED THEREIN AS BEARING SOUTH 75° 34' 30" WEST, 38 FEET; THENCE NORTH 75° 34' 30" EAST, 38.00 FEET TO A ¾ INCH IRON PIPE AT THE EASTERLY TERMINUS OF SAID COURSE; THENCE ALONG THE EASTERLY LINE OF SAID UNDERPASS INDUSTRIAL TRACT 1, SOUTH 14° 26' 45" EAST, 646.91 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM LOTS 12 AND 13 OF SAID UNDERPASS INDUSTRIAL TRACT 1.

ALSO EXCEPTING THEREFROM THAT PORTION OF LOT 15, UNDERPASS INDUSTRIAL TRACT 1, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 21, PAGE 78 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHERLY AND NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 15, DISTANT THEREON NORTH 49° 56' 00" WEST, 164.05 FEET FROM THE MOST SOUTHERLY CORNER OF SAID LOT; THENCE,

1ST: NORTH 40° 04' 00" EAST, 117.05 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 15.

EXCEPT THEREFROM ANY PORTION OF SAID LAND LYING WITHIN LOTS 1, 2 AND 3 AS DESCRIBED ON THAT CERTAIN "CERTIFICATE OF APPROVAL FOR LOT LINE ADJUSTMENT" RECORDED JULY 16, 2012 AS INSTRUMENT NO. 20120716-00123879 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ONE-HALF (1/2) OF ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, WITHOUT THE RIGHT TO ENTER UPON, POSSESS OR USE ANY PART OF THE SURFACE OF SAID

LAND ABOVE A DEPTH OF 500 FEET BELOW THE SURFACE FOR THE PURPOSES OF PROCESSING, EXTRACTING, OR EXPLORING FOR OIL, GAS OR OTHER HYDROCARBON SUBSTANCES OR MINERALS IN OR UNDER SAID LAND FOR A PERIOD OF TWENTY (20) YEARS FROM AND AFTER THE DATE HEREOF AND IN THE EVENT THAT OIL, GAS OR OTHER HYDROCARBON SUBSTANCES OR MINERAL PRODUCTION OR DEVELOPMENT IS COMMENCED WITHIN SAID PERIOD OF TWENTY (20) YEARS THEN FOR SO LONG THEREAFTER AS SAID DEVELOPMENT OR PRODUCTION IS CONTINUED, AS RESERVED BY LESTER R. HOWARD AND JOANNA HOWARD, IN DEED RECORDED SEPTEMBER 29, 1961 AS INSTRUMENT NO. 42785, IN BOOK 2053, PAGE 556, OFFICIAL RECORDS.

A PORTION OF SAID LAND IS SHOWN ON REGISTERED ENGINEER'S MAP FILED IN BOOK 25, PAGE 19 OF RECORDS OF SURVEY.

**PARCEL L: (APN 139-0-170-030)**

PART OF SUBDIVISION 9, RANCHO EL RIO DE SANTA CLARA O' LA COLONIA, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER PARTITION MAP FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID VENTURA COUNTY, IN THAT CERTAIN ACTION ENTITLED "THOMAS A. SCOTT, ET AL., PLFFS. VS. RAFAEL GONZALES, ET AL., DEFTS." AND DESCRIBED AS FOLLOWS:

BEGINNING AT A 2 INCH IRON PIPE SET IN THE 1ST COURSE, AS DESCRIBED IN DEED TO CARL C. COLE, RECORDED IN BOOK 383, PAGE 77 OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AT THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND, AS CONVEYED TO LLOYD M. BRADEN, ET AL., BY DEED RECORDED IN BOOK 747, PAGE 279, OFFICIAL RECORDS; THENCE FROM SAID POINT OF BEGINNING

1ST: NORTH 0° 39' 30" EAST, 66.84 FEET ALONG THE WESTERLY LINE OF SAID LANDS OF LLOYD M. BRADEN, ET AL., AND ALONG THE FIRST COURSE OF DEED TO CARL C. COLE, AS ABOVE DESCRIBED TO A POINT FROM WHICH THE NORTHWEST CORNER OF SAID LANDS OF LLOYD M. BRADEN, ET AL., THE SAME BEING THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND, AS CONVEYED TO SIMON COHN, BY DEED RECORDED IN BOOK 81, PAGE 160 OF DEEDS, BEARS NORTH 0° 39' 30" EAST, 392.82 FEET DISTANT; THENCE

2ND: NORTH 67° 47' EAST, 322.09 FEET TO A POINT IN THE WESTERLY LINE OF THE CALIFORNIA STATE HIGHWAY RIGHT OF WAY, 100.00 FEET WIDE, AS CONVEYED TO THE STATE OF CALIFORNIA, BY DEED RECORDED IN BOOK 319, PAGE 186, OF OFFICIAL RECORDS; THENCE ALONG SAME,

3RD: SOUTH 14° 25' 30" EAST, 200.00 FEET TO THE SOUTHEAST CORNER OF SAID LANDS OF LLOYD M. BRADEN, ET AL., AS ABOVE DESCRIBED; THENCE,

4TH: NORTH 89° 10' WEST, 348.80 FEET ALONG THE SOUTHERLY LINE OF SAID LANDS OF LLOYD M. BRADEN, ET AL., TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED MARCH 30, 1948 IN BOOK 824, PAGE 198, OFFICIAL RECORDS.

**PARCEL M: (APN 139-0-022-060)**

THAT PORTION OF SUBDIVISION 9, RANCHO EL RIO DE SANTA CLARA O' LA COLONIA, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THAT CERTAIN PARTITION MAP FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID VENTURA COUNTY, IN AN ACTION ENTITLED "THOMAS A. SCOTT, ET AL., PLFFS. VS. RAFAEL GONZALES, ET AL., DEFTS." DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF THE LAND CONVEYED TO MARTIN V. SMITH BY DEED RECORDED APRIL 15, 1946 AS INSTRUMENT NO. 9238, IN BOOK 747, PAGE 97, OFFICIAL RECORDS, WITH THE SOUTHWESTERLY LINE OF THE LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED APRIL 14, 1948 AS INSTRUMENT NO. 6528, IN BOOK 893, PAGE 494, OFFICIAL RECORDS; THENCE ALONG THE EASTERLY LINE SOUTH 0° 38' 45" WEST, 122.00 FEET; THENCE NORTH 89° 23' 15" WEST, 13.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING,

1ST: NORTH 89° 23' 15" WEST, 105.12 FEET; THENCE

2ND: SOUTH 0° 36' 45" WEST, 200.00 FEET; THENCE

3RD: SOUTH 89° 23' 15" EAST, 105.00 FEET TO A LINE WHICH IS PARALLEL WITH AND DISTANT WESTERLY 13.5 FEET FROM THE EASTERLY LINE OF SAID LAND OF MARTIN V. SMITH; THENCE ALONG SAID PARALLEL LINE

4TH: NORTH 0° 38' 45" EAST, 200.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ONE-HALF OF ALL OIL, GAS AND OTHER MINERAL SUBSTANCES IN AND UNDER SAID LAND OR THAT MAY BE PRODUCED AND SAVED THEREFROM, AS RESERVED BY DORA SANDERSON, TRUSTEE, IN DEED RECORDED JULY 27, 1945 IN BOOK 726, PAGE 63, OFFICIAL RECORDS.

**PARCEL N: (APN 139-0-162-075)**

LOTS 12 AND 13 OF UNDERPASS INDUSTRIAL TRACT 1, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 21, PAGE 78 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ONE-HALF (1/2) OF ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, WITHOUT THE RIGHT TO ENTER UPON, POSSESS OR USE ANY PART OF THE SURFACE OF SAID

LAND ABOVE A DEPTH OF 500 FEET BELOW THE SURFACE FOR THE PURPOSES OF PROCESSING, EXTRACTING OR EXPLORING FOR OIL, GAS OR OTHER HYDROCARBON SUBSTANCES OR MINERALS IN OR UNDER SAID LAND FOR A PERIOD OF TWENTY (20) YEARS FROM AND AFTER THE DATE HEREOF AND IN THE EVENT THAT OIL, GAS OR OTHER HYDROCARBON SUBSTANCES OR MINERAL PRODUCTION OR DEVELOPMENT IS COMMENCED WITHIN SAID PERIOD OF TWENTY (20) YEARS THEN FOR SO LONG THEREAFTER AS SAID DEVELOPMENT OR PRODUCTION IS CONTINUED, AS RESERVED BY LESTER R. HOWARD AND JOANNA HOWARD, IN DEED RECORDED SEPTEMBER 29, 1961 AS INSTRUMENT NO. 42785, IN BOOK 2053, PAGE 556, OFFICIAL RECORDS.

EXCEPTING THEREFROM THE REMAINING ONE-HALF INTEREST IN ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE THEREOF, BUT WITH NO RIGHT OF SURFACE ENTRY, AS PROVIDED IN THE DEED RECORDED JULY 31, 1981 AS FILE NO. 81-72514, OFFICIAL RECORDS.

**PARCEL O: (APN 139-0-150-110)**

PARCEL I, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 31, PAGE 67 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**PARCEL P: (APN 139-0-150-135)**

THAT PORTION OF SUBDIVISION 9 OF THE RANCHO EL RIO DE SANTA CLARA O' LA COLONIA, IN THE CITY OF OXNARD, AS SAID SUBDIVISION IS DESIGNATED AND DELINEATED ON THAT CERTAIN MAP FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY, IN THAT CERTAIN ACTION ENTITLED "THOMAS A. SCOTT, ET AL., PLFFS, VS. RAFAEL GONZALES, ET AL., DEFTS." AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN PARCEL "A" IN DEED RECORDED IN BOOK 1931, PAGE 411, OFFICIAL RECORDS, SAID MOST SOUTHERLY CORNER BEING A POINT IN THE NORTHEASTERLY LINE OF THE RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD COMPANY, 100 FEET WIDE, DESCRIBED IN THE DEED RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, IN BOOK 54, PAGE 576 OF DEEDS; THENCE ALONG SAID NORTHEASTERLY LINE,

1ST: NORTH 49° 56' 03" WEST, 33.41 FEET; THENCE

2ND: NORTH 23° 44' 57" EAST, 192.80 FEET TO A POINT IN THE EASTERLY BOUNDARY OF THE ABOVE-MENTIONED PARCEL "A"; THENCE ALONG SAID EASTERLY BOUNDARY

3RD: SOUTH 14° 44' 14" WEST, 204.72 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF OF ALL OIL, GAS AND OTHER MINERAL SUBSTANCES IN AND UNDER A PORTION OF SAID LAND OR THAT MAY BE PRODUCED AND SAVED THEREFROM AS RESERVED BY DORA SANDERSON, TRUSTEE IN DEED RECORDED JULY 27, 1945 AS INSTRUMENT NO. 9151, IN BOOK 726, PAGE 63, OFFICIAL RECORDS.

**PARCEL Q: (APN 139-0-022-245)**

A PORTION OF SUBDIVISION 9 OF THE RANCHO EL RIO DE SANTA CLARA O' LA COLONIA, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS SHOWN ON A PARTITION MAP OF SAID RANCHO FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY IN AN ACTION ENTITLED "THOMAS A. SCOTT, ET AL, PLFFS, VS. RAFAEL GONZALES, ET AL., DEFTS.", DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF LOT 16 OF UNDERPASS INDUSTRIAL TRACT NO. 1, AS PER MAP RECORDED IN BOOK 21, PAGE 78 OF MAPS, DISTANT SOUTH 0° 39' WEST 119.50 FEET FROM THE MOST NORTHWESTERLY CORNER OF SAID LOT 166; THENCE,

1ST: SOUTH 89°10'30" EAST 30 FEET; THENCE,

2ND: SOUTH 0°39' WEST 30 FEET; THENCE,

3RD: NORTH 89°10' 30" WEST 30 FEET TO AN ANGLE POINT ON THE BOUNDARY OF SAID LOT 16; THENCE,

4TH: NORTH 0°39' EAST 30 FEET TO THE POINT OF BEGINNING.

**PARCEL R: (139-0-022-200, 139-0-022-215, 139-0-022-265, AS TO LOT 1; 139-0-022-235, 139-0-022-255, AS TO LOT 2; AND 139-0-022-140, 139-0-022-175, 139-0-022-185, 139-0-022-190, 139-0-022-225, 139-0-022-275, AS TO LOT 3)**

THOSE PORTIONS OF SUBDIVISIONS 9 AND 10, RANCHO EL RIO DE SANTA CLARA O' LA COLONIA, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THAT CERTAIN PARTITION MAP FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY, IN THAT CERTAIN ACTION ENTITLED "THOMAS A. SCOTT, ET AL., PLFFS. VS. RAFAEL GONZALES, ET AL, DEFTS.," TOGETHER WITH A PORTION OF LOT 16 OF UNDERPASS INDUSTRIAL TRACT NO. 1, AS SHOWN ON THE MAP FILED IN BOOK 21, PAGES 78 AND 79 OF MISCELLANEOUS RECORDS (MAPS), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH A PORTION OF UNDERPASS STREET AS ABANDONED AS DESCRIBED AS PARCEL 1 IN THE RESOLUTION DOCUMENT RECORDED MAY 13, 1957 IN BOOK 1512, PAGE 384 OF OFFICIAL RECORDS, IN THE OFFICE OF SAID COUNTY RECORDER DESCRIBED IN WHOLE AS FOLLOWS:

2607 0305104001  
6026344 2 007 13 15

A-13

LOTS 1, 2 AND 3 AS DESCRIBED ON THAT CERTAIN "CERTIFICATE OF APPROVAL  
FOR LOT LINE ADJUSTMENT" RECORDED JULY 16, 2012 AS INSTRUMENT NO.  
20120716-00123879 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF OF ALL OIL, GAS AND OTHER  
MINERAL SUBSTANCES IN AND UNDER A PORTION OF SAID LAND OR THAT MAY  
BE PRODUCED AND SAVED THEREFROM AS RESERVED BY DORA SANDERSON,  
TRUSTEE IN DEED RECORDED JULY 27, 1945 AS INSTRUMENT NO. 9151, IN BOOK  
726, PAGE 63, OFFICIAL RECORDS

2607 030510-0001  
6026344 2 307 13 15

A-14



**EXHIBIT A-1**

ADDITION TO DEVELOPER'S PROPERTY

[behind this page]

First Amendment to Development Agreement

10

Parcel Q: A portion of Subdivision 9 of the Rancho El Rio de Santa Clara o'la Colonia, in the City of Oxnard, County of Ventura, State of California, as shown on a Partition Map of said Rancho filed in the office of the County Clerk of said County in an action entitled "Thomas A. Scott, et al., Plffs. vs. Rafael Gonzales, et al., Defs.", described as follows:

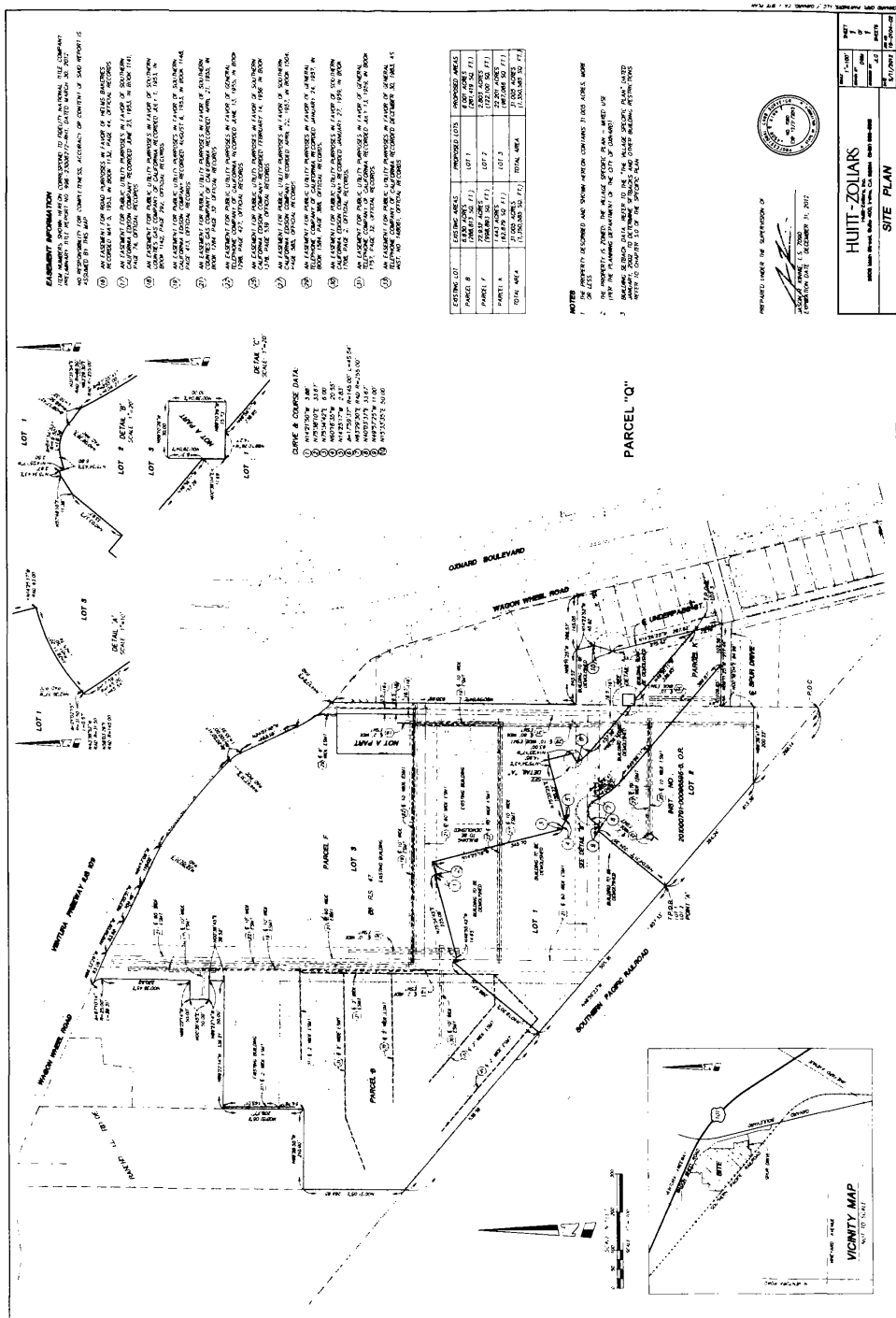
Beginning at a point on the West line of Lot 16 of Underpass Industrial Tract No. 1, as per Map recorded in Book 21, Page 78 of Maps, distant South  $0^{\circ} 39'$  West 119.50 feet from the most Northwesterly corner of said Lot 166; thence,

1st: South  $89^{\circ} 10' 30''$  East 30 feet; thence,

2nd: South  $0^{\circ} 39'$  West 30 feet; thence,

3rd: North  $89^{\circ} 10' 30''$  West 30 feet to an angle point on the boundary of said Lot 16; thence,

4th: North  $0^{\circ} 39'$  East 30 feet to the point of beginning.



**EXHIBIT B**

RBF STUDY

[behind this page]

First Amendment to Development Agreement

11



## **SANTA CLARA RIVER LEVEE SYSTEM (SCR-3): ALTERNATIVES ANALYSIS**

*Summary Memorandum  
March 2014*

***Prepared for:***

Ventura County Watershed Protection District  
800 South Victoria Avenue  
Ventura, CA 93009-1300

***Prepared by:***

RBF Consulting  
A Company of Michael Baker International  
14725 Alton Parkway  
Irvine, CA 92618  
JN 136628

***In Association with:***

Kleinfelder  
2 Ada, Suite 250  
Irvine, CA 92618



*Santa Clara River Levee System (SCRL-3):  
Alternatives Analysis*

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**Cover Photograph:**

Looking downstream along the Santa Clara River at the upstream end of Reach 3, November 2012

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March 2014

*RBF Consulting*

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## 1 INTRODUCTION

The document entitled, "Santa Clara River Levee System (SCR-3) Reaches 1-4 – Evaluation and Design Report – County of Ventura, California," prepared by Wood Rodgers Inc. (WRI), dated March 2013 was prepared to identify and evaluate alternatives for the improvement of the SCR-3 levee system in the City of Oxnard. The report divided the levee system into four reaches. The first three reaches (1-3) extend from the downstream limits of the project at the Bailard Landfill upstream to the point where Ventura Road begins to parallel the Santa Clara River. Reach 4 extends from this point upstream to the Highway 101 crossing and the downstream limits of the SCR-1 levee system. The WRI report evaluated Reaches 1 through 3 together and Reach 4 separately. The vicinity of the project and location of the reaches are shown on Figures 1 and 2.

Chapter 2 of the report focused on the Reach 1 through 3 alternatives. Numerous alternatives were evaluated and discussed, and the report identified 2 alternatives for the final evaluation. These included 1A and 1B. Alternative 1A was the recommended alternative and included sections of levee improvements that tied into the existing landfill as high ground where possible. This alternative also included additional fill to raise all sections above the design water surface elevations. Alternative 1B was identified as the full levee improvement alternative. It included a continuous levee system for Reaches 1 through 3 and did not tie into the existing landfills.

Section 5 of the report focused on the Reach 4 Alternatives. Again, numerous rounds of alternatives were evaluated and discussed, and the report identified 2 alternatives for the final evaluation. These included 1D and the combination of 4A+5C. Alternative 1D was the recommended alternative and included a floodwall along the riverside of Ventura Road for the entire reach. Alternative 4A+5C included a floodwall partially on the riverside and partially on the landside of Ventura Road south of the Union Pacific Railroad (UPRR) and fill in the Wagon Wheel Development area north of the railroad to Highway 101.

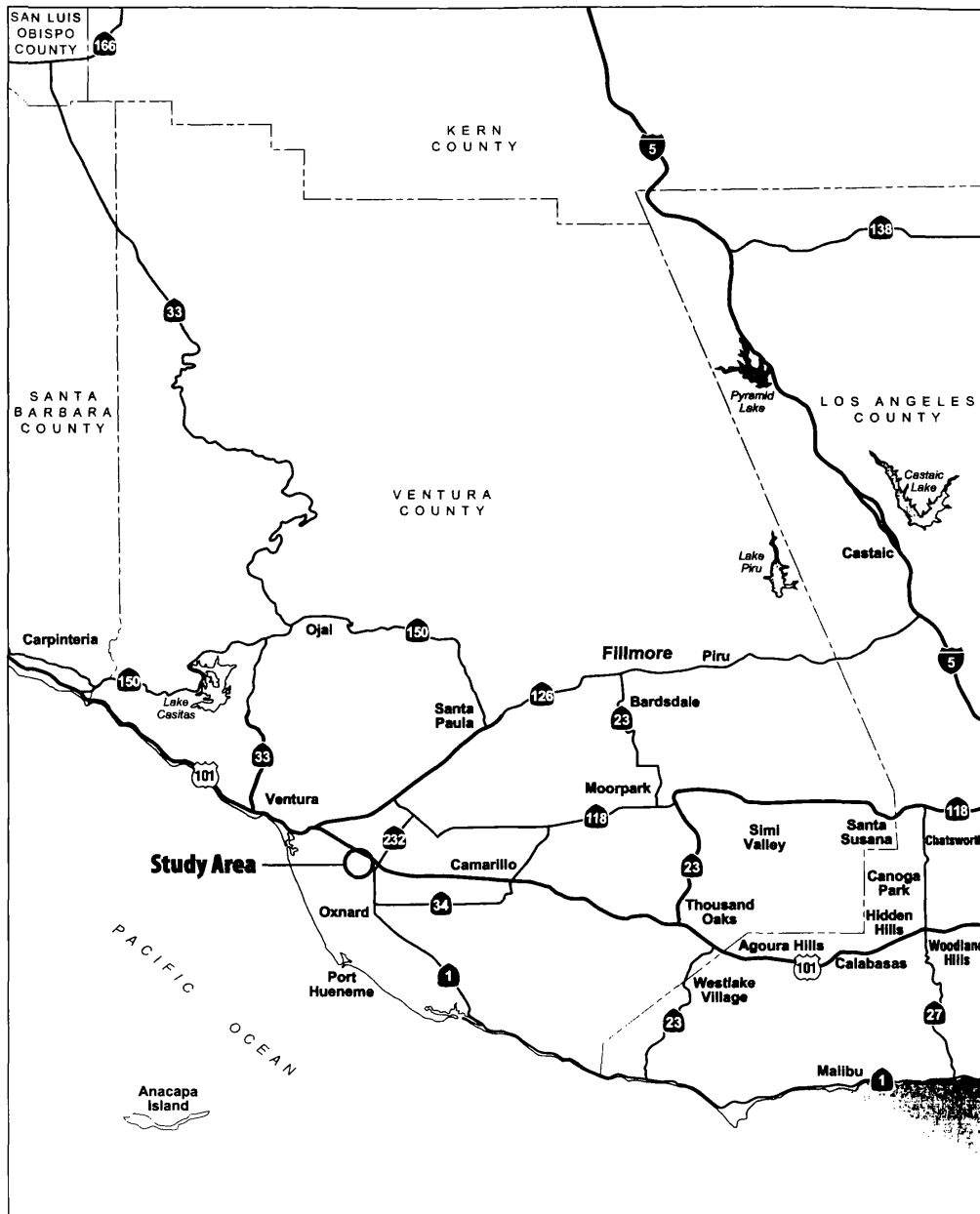
RBF has completed a detailed review of the previous work and prepared numerous additional technical studies in support of the final design. These technical studies include detailed hydraulics, scour calculations, geotechnical investigations, review of FEMA certification requirements, and a type selection report for the floodwall design. In addition, the Wagon Wheel development between the UPRR and Highway 101 is currently processing a tentative tract map with the City of Oxnard. This provides opportunities to consider different options adjacent to that proposed development. The results of these studies and the on-going tentative tract processing suggest that an additional review of the various alternatives in Reaches 1-3 and 4 should be considered prior to the development of the final design.

### **1.1 Study Goal and Objectives**

The primary goal of this alternatives analysis is to re-evaluate the previous alternatives based on additional data, and develop a refined set of alternatives analyses and sensitivity matrices to facilitate the identification and selection of a recommended project for the SCR-3 levee system.

The objectives of this study are identified below:

- Compile and review previous alternatives from WRI report
- Identify potential modifications and refinements to the previous alternatives
- Develop potential concepts and establish a new set of alternatives for evaluation in conjunction with the District and the City.
- Identify design parameters and evaluation criteria used to develop design alternatives.
- Prepare a conceptual level plan for each alternative to be evaluated including layout of the alternative with facility sizing and typical sections.
- Prepare a summary evaluation for the alternatives including the benefits and constraints, estimated project cost, environmental and right-of-way impacts, and compliance with FEMA requirements.
- Develop a set of sensitivity matrices to be applied to the alternatives including:
  1. Cost matrix
  2. Schedule matrix
  3. Regulatory matrix
  4. Risk matrix
- Prepare a technical memorandum and graphic exhibits to summarize the results of the alternative evaluation.



**RBF**  
A Baker Company

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2/4/14 IN 1106/28 1/8/2015 MAS

SANTA CLARA RIVER (SCR-3) LEVEES  
**Regional Vicinity**

Figure 1

*Santa Clara River Levee System (SCR-3).  
Alternatives Analysis*

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SANTA CLARA RIVER (SCR-3) LEVEES  
**Local Vicinity**

**Figure 2**

*Santa Clara River Levee System (SCR-3):  
Alternatives Analysis*

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## 2 REACHES 1 THROUGH 3

Three (3) alternatives were identified and evaluated for these combined reaches. The alternatives include the previously recommended alternative and the full levee alternative from the WRI report, and a new modified alternative that eliminates the levee improvements in Reach 2. The alternatives were re-named to avoid any confusion with the previous work.

Subsequent to the preparation of the WRI report, additional geotechnical investigations completed by Kleinfelder have provided new information on the existing bank protection in Reach 2. The previous studies by WRI and Anderson Consulting Engineers, Inc. (ACE) have indicated that the existing riprap in the middle portion of Reach 2 (Sta 170+00 to 190+00) may be inadequate for toe down depth and shear stress. This determination was based on the lack of information available at the time. The subsequent testing has revealed that the toe down depths and riprap thickness is similar to the other sections in Reach 2 and appears to be adequate. Therefore, removal and replacement of the riprap bank protection in Reach 2 has been eliminated from the project alternatives.

The following sections provide a summary of the project alternatives.

### 2.1 Alternative I.A - Full Levee System

This alternative includes a continuous raised earthen levee on top of the existing levee for the full limits of the project improvements. It does not require tie-ins to the existing closed landfills for high ground. Sheet pile scour protection is proposed along the upper 400 feet of Reach 3 and will tie-in with the Reach 4 improvements. This sheet pile will eliminate the need for additional bendway weirs in the area.

**Flood Protection:** This alternative will provide full flood protection for Reaches 1 through 3. This system also provides additional flood protection for the existing closed landfills and golf course maintenance facilities in Reach 2.

### 2.2 Alternative I.B - Levee System with Landfill Tie-ins and Protection to Golf Course Maintenance

This alternative was the recommended project in the Wood Rogers study. It includes an earthen raised levee that ties into the existing closed landfills as high ground. In Reach 2, the levee is extended beyond the closest landfill tie-in to provide flood protection for the Ventura Regional Sanitation District (VRSD) flare and River Ridge Golf Course maintenance yard. In areas that would no longer be considered levees (between landfill tie-in locations, station 165+00 to 178+00), the river bank maintenance roads were raised to be above the design water surface

elevations. Sheet pile scour protection is proposed along the upper 400 feet of Reach 3 and will tie-in with the Reach 4 improvements similar to Alternative I.A.

**Flood Protection:** This alternative will provide full flood protection for Reaches 1 through 3. This system also provides additional flood protection for the existing closed landfills and golf course maintenance facilities in Reach 2.

### **2.3 Alternative I.C - Levee System with Landfill Tie-ins and No Protection to Golf Course Maintenance**

This alternative is modified from Alternative I.B to eliminate the improvements in Reach 2. Levee systems in Reaches 1 and 3 would be constructed and tie into the existing closed landfills at the closest acceptable locations. No flood protection would be provided to the VRSD flare or the golf course maintenance yard. The existing golf course drainage swale, located at the mid-point of Reach 2 would be filled in to eliminate the levee condition at this isolated location. Sheet pile scour protection is proposed along the upper 400 feet of Reach 3 and will tie-in with the Reach 4 improvements similar to the other alternatives.

**Flood Protection:** This alternative is anticipated to provide full flood protection for the properties protected by the system, but does not protect the golf course maintenance yard or provide additional river bank protection for the existing closed landfills.

### **2.4 Summary of Reach 1 - 3 Alternatives**

Alternative I.A provides the best flood protection but is also the most expensive. It has the largest environmental impact, and requires the most coordination with the regulatory agencies.

Alternatives I.B is a reduced version of Alternative I.A and results in a minor reduction in the project cost. However, it requires the maximum number of tie-ins (5 total) to the existing closed landfills.

Alternative I.C is designed to eliminate the majority of the levee improvements in Reach 2 and provide significant reductions in the project cost and environmental impacts. By placing fill in the existing golf course drainage swale, if effective, eliminates Reach 2 as a levee system and avoids the construction requirements to improve the system to FEMA criteria. It does not protect the golf course or landfill facilities, and includes additional requirements for long-term maintenance and operations. The critical issue for Alternative I.C is to obtain FEMA concurrence that the drainage swale fill will eliminate the levee conditions. To gain acceptance it is anticipated that a comprehensive operations and maintenance plan will be required to monitor the bank and provide corrective measures if significant bank failures occur.



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*Santa Clara River Levee System (SCR-3):  
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A summary matrix for the alternatives is attached as Exhibit A with detailed cost estimates for each alternative (Exhibits B1 through B3). The summary matrix highlights the benefits and constraints of each alternative along with the anticipated permitting requirements and project costs. The alternatives are shown graphically on Figures 3 through 6.

### 3 REACH 4 ALTERNATIVES

Four (4) potential alternatives were identified for the Reach 4 levee improvements. These alternatives were based on modifications to the various project elements from the previous work, and developed from the additional studies and information completed by the RBF team. The alternatives are re-named to avoid any confusion with the previous work. The following section provides a summary of the project alternatives.

#### 3.1 Alternative II.A - Floodwall along Riverside of Ventura Road

This alternative includes a 2,900 foot long floodwall along the riverside of Ventura Road from Reach 3 to Highway 101. The floodwall will vary in height from 6 feet to over 22 feet. The largest heights will be in the vicinity of the UPRR crossing. The visible height at this location will be approximately 22 feet. The floodwall is proposed to be located 17.5 feet from the existing roadway pavement. This distance was established to accommodate the future master planned bikeway (16-feet wide) and a curb and gutter along the roadway. Where curb and gutter already exists, the floodwall offset was 16 feet. A 13 foot high FloodBreak flood gate would be placed across Ventura Road just downstream of Highway 101. The gate is required to provide flood protection until the SCR-1 improvements are completed. Upon completion of the SCR-1 improvements, the gate can be removed or simply de-activated. No pump station is anticipated for any of the alternatives at the El Rio Drain based on the preliminary interior drainage studies completed.

A variation on the alternative was evaluated to eliminate the interim flood gate along Ventura Road downstream of the Highway 101 crossing. The variation includes improving approximately 1,000 feet of the SCR-1 levee upstream of the crossing, and reconstructing 1,200 feet of Ventura Road to raise the grade to above the design water surface elevation. This would require that the road be raised by approximately 8 feet and would eliminate the need for the flood gate. While the improvements may be possible, a full geometric layout of the roadway improvements would be necessary to determine if adequate stopping and decision distances can be obtained prior to the intersection with Town Center Drive. Assuming that they are adequate, the estimated roadway and levee improvement cost is approximately \$3,000,000. In addition, the SCR-1 is a federally constructed facility and is anticipated to require a USACE 408 permit. The permit would add approximately 3 years to the approval and construction process. The alternative could also result in ponding behind the improvements to an elevation of 82 feet MSL if the SCR-1 levee were to be breached. For these reasons this variation of Alternative II.A was dropped from further consideration.

**Flood Protection:** This alternative will provide full flood protection for the areas downstream of Highway 101, and would not impact the future SCR-1 improvements. However, prior to the

completion of the SCR-1 improvements, any breach in that system upstream of Hwy 101 could result in ponding behind the flood gate. The maximum ponding level would be approximately 78 feet (based on the elevation of the existing SCR-1 levee), and would be an increase in the water surface elevations compared to the existing condition. The extent of the interim ponding is illustrated on Figure 10.

### **3.2 Alternative II.B - Floodwall along Landside of Ventura Road and along the El Rio Drain, Fill in the Wagon Wheel Area**

This alternative includes a floodwall on the riverside of Ventura Road for approximately 900 feet. The wall will have a visible height of approximately 6 feet and will be offset from the roadway similar to Alternative II.A. The floodwall will then cross Ventura Road at the high point in the road. A FloodBreak flood gate is proposed for the roadway crossing (6-foot high gate). The floodwall will then extend along the top of the existing slope on the landside of Ventura Road to the El Rio Drain. The floodwall will vary in height from 6 feet down to 4 feet near the El Rio Drain. The floodwall will then continue along the El Rio Drain to approximately Oxnard Boulevard where it will terminate on higher ground. Between the UPRR and Highway 101, the Wagon Wheel development will be placed on fill (up to 8 feet in depth) to an elevation above the 100-year floodplain. The fill along Ventura Road would be faced with riprap to provide erosion protection. No improvements in the Wagon Wheel development would be constructed with the SCR-3 project. However, the cost of the fill material and lost developable acreage (right-of-way) from the fill slope is included in the alternatives analysis cost estimate.

**Flood Protection:** This alternative will provide flood protection downstream of the UPRR with the initial construction, and full flood protection once the Wagon Wheel improvements are constructed. This alternative results in a gap in the levee system between SCR-3 and SCR-1 at the downstream side of the Highway 101 crossing. As a result, some flooding would occur upstream of Highway 101 without an additional flood gate in the vicinity of the highway crossing, even with the SCR-1 improvements. The extent of the flooding is shown in Figure 11 and is based on the design water surface elevation at the gap location.

### **3.3 Alternative II.C - Floodwall along the Landside of Ventura Road to UPRR and along Wagon Wheel Area**

This alternative is similar to Alternative II.B except that the floodwall on the landside of Ventura Road would tie directly into the UPRR embankment rather than extending along the El Rio Drain. Between the UPRR crossing and Highway 101, a floodwall would be constructed on the landside of Ventura Road. A second FloodBreak floodgate would be required at the future entrance to the Wagon Wheel development. Due to the relocation of the streets with the Wagon Wheel development, it is not anticipated that the flood wall and gates between the UPRR crossing and Highway 101 could be completed with the initial SCR-3 construction.

**Flood Protection:** The UPRR embankment is not anticipated to provide flood protection in conformance with the FEMA requirements, therefore no flood protection would be provided with the initial construction. Full flood protection for the SCR-3 project reach would be obtained once the Wagon Wheel improvements are constructed. Some flooding would occur upstream of Highway 101 without an additional flood gate in the vicinity of the highway crossing, even with the SCR-1 improvements (Figure 11) similar to Alternative II.B.

#### **3.4 Alternative II.D - Floodwall along Landside of Ventura Road to UPRR and fill in Wagon Wheel Area**

This alternative is similar to Alternative II.B except that the floodwall on the landside of Ventura Road would tie directly into the UPRR embankment rather than extending along the El Rio Drain. This would reduce the project cost, however, it is not anticipated that the railroad embankment would be considered adequate as an earthen levee. Between the UPRR and Highway 101, the Wagon Wheel development will be placed on fill to an elevation above the 100-year floodplain. The fill along Ventura Road would be faced with riprap to provide erosion protection.

**Flood Protection:** Similar to Alternative II.C, the UPRR embankment is not anticipated to provide flood protection in conformance with the FEMA requirements, therefore no flood protection would be provided with the initial construction. Full flood protection for the SCR-3 project reach would be obtained once the Wagon Wheel improvements are constructed. Similar to Alternatives II.B and II.C, some flooding would occur upstream of Highway 101 without an additional flood gate in the vicinity of the crossing, even with the SCR-1 improvements (Figure 11).

#### **3.5 Summary of Reach 4 Alternatives**

Alternative II.A provides the best flood protection but is also the most expensive. It has the largest environmental impact, and requires the most coordination with the UPRR and Caltrans to construct. Once SCR-1 is completed, it will also prevent flooding along Ventura Road and the flood gate can be eliminated. However, prior to the SCR-1 improvements, it could potentially result in adverse impacts to the flooding immediately upstream of Highway 101.

Alternatives II.B, II.C, and II.D are variations of a similar concept, which is to reduce the floodwall height by moving the floodwall to the landside of Ventura Road near the high point in the road (approximately 900 feet southwest of the UPRR crossing). Alternatives II.B and II.D will have floodwalls of about 6-feet. This is less than Alternative II.A which will have floodwalls up to 22-feet high. Alternative II.C will also have high floodwalls in the reach from the UPRR to Highway 101. A critical issue with Alternatives II.B and II.D is that they will not provide flood protection until the Wagon Wheel improvements are completed. All three of these alternatives (II.B, II.C, and II.D) will also leave a gap in the system on the downstream side of Highway 101. Since the

*Santa Clara River Levee System (SCR-3):  
Alternatives Analysis*

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walls and fill will be on the landside of Ventura Road, they will not connect with the SCR-1 improvements. This will allow runoff to backflow under the freeway and flood a portion of the area north of the highway. Installation of a permanent flood gate across Ventura Road (either upstream or downstream of the freeway) would eliminate that problem. The cost for the flood gate is approximately \$2,000,000 and is not included in the cost estimates.

A summary matrix for the alternatives is attached as Exhibit C with detailed cost estimates for each alternative (Exhibits D1 through D4). The summary matrix highlights the benefits and constraints of each alternative along with the anticipated permitting requirements and project costs. The alternatives are shown graphically on Figures 6 through 9. The ponding limits upstream of Highway 101 are shown on Figures 10 and 11.

## 4 SENSITIVITY MATRICES

A series of matrices have been developed and applied to each of the alternatives in both Reach 1-3 and Reach 4 to facilitate the evaluation of the reach alternatives and combination of alternatives to assist in the selection of a recommended project. The following matrices have been developed:

**Cost** – This matrix was developed to compare various combinations of the Reach 1-3 and Reach 4 alternatives on the total cost of the project.

**Schedule** – The schedule matrix includes a combination of timeframes to complete the design and construction of the various alternatives. It includes the overall schedule for the alternatives to the completion of construction, and is divided into three (3) components; design, permitting, and construction. The permitting includes the environmental and regulatory permits including stakeholder permits/agreements from the UPRR, Caltrans, and VRSD.

**Regulatory** – The regulatory matrix was developed to assist in evaluating the potential impacts associated with processing the alternatives with the various agencies that will be required to issue permits and/or enter into agreements for the construction. The matrix includes the different permits anticipated to be required for each of the project alternatives.

**Risk** – The risk matrix is a summary matrix to quantify the risk associated with each alternative. It identifies a number to signify the potential risks associated with the alternative, and is divided between the Reach 1-3 and Reach 4 alternatives. Each alternative in the reaches is assigned a level of risk for the identified category. A weighting factor was identified for each category, and point value is established for the level of risk (high, medium, low). A total score can then be determined for each alternative. A low number represents a lower risk, while a larger number represents a higher risk. The different matrices are included as Exhibits E through H. A summary of the risk matrix is included below.

**Total Risk Summary Matrix**

Alternative		Reach 4			
		II.A	II.B	II.C	II.D
Reach 1-3	I.A	102	84	96	72
	I.B	118	100	112	88
	I.C	118	100	112	88

**Exhibit A**  
**Santa Clara River (SCR-3) Levee Improvement Project**  
**Reaches 1-3 Alternatives Analysis Matrix**

Alternative Name	Alternative 1A	Alternative 1B	Alternative 1C
Project Description	Full Levee System	Levee System with Landfill Tie-ins and Protection to Golf Course Maintenance	Levee System with Landfill Tie-ins and No Protection to Golf Course Maintenance
Flood Protection and Other Benefits	Continuous earthen levee system Eliminate landfill tie-ins (except Bailard) Protects all golf course and landfill facilities Ability to modify for 200-year event Highest level of flood protection Limited environmental impacts	Partial levee in Reaches 1 and 3 Protects golf course maintenance and landfill flare Ability to modify for 200-year event Access road above 100-year water surface profile Limited environmental impacts	Earthen levee in Reaches 1 and 3 No levee in Reach 2 Golf course fill at drainages swale Limited environmental impacts
Contraints and Other Challenges	Flood/Retaining walls at golf maintenance Use State DWR standards for levee vegetation	Landfill tie-ins (5 required) Flood/Retaining walls at golf maintenance Use State DWR standards for levee vegetation	Landfill tie-ins (3 required) Does not protect golf maintenance facility Higher risk during storm event Difficult to modify for 200-year event Use State DWR standards for levee vegetation Impacts golf course operations Access road not above 100-year water surface
Permit Requirements	Regulatory Permits (USACE, CDFW, RWQCB, NMFS, USFWS) Landfill permits	Regulatory Permits (USACE, CDFW, RWQCB, NMFS, USFWS) Landfill permits	Regulatory Permits (USACE, CDFW, RWQCB, NMFS, USFWS) Landfill permits
Meets FEMA Requirements?	Yes	Yes, some risk at landfill tie-ins	Likely to be accredited, higher risk associated with golf course drainages swale fill
Capital Cost Estimate <sup>(1)</sup>	\$4,248,650	\$3,871,150	\$2,805,250
Environmental Mitigation <sup>(2)</sup>	\$420,000	\$420,000	\$165,000
Contingency (15%)	\$700,298	\$643,673	\$445,538
Construction Management/ Inspection/Bio Monitoring (8%)	\$373,492	\$343,292	\$237,620
<b>Total Project Cost</b>	<b>\$5,742,440</b>	<b>\$5,278,115</b>	<b>\$3,653,408</b>
<b>YR 2016 - Total Project Cost<sup>(3)</sup></b>	<b>\$6,029,581</b>	<b>\$6,042,889</b>	<b>\$6,896,979</b>

**Notes:**

1. Based on State DWR policy for Levee Vegetation (20-foot vegetative thinning along top of levee)
2. Based on Construction Cost Index of +2.5% per year (2014 base year for unit prices)

## Exhibit B.1

Santa Clara River (SCR-3) Levee Improvement Project Reaches 1-3 - Alternative I.A (Full Levee)						
Line Item	Description	Unit	Quantity	Unit Cost	Cost	Category Cost
<b>General</b>						<b>\$632,500</b>
1	Mobilization and Bonding	LS	1	\$175,000	\$175,000	
2	Clearing and Grubbing	AC	7.0	\$6,000	\$42,000	
3	Demolition and Removals	LS	1	\$85,500	\$85,500	
4	SWPPP	LS	1	\$30,000	\$30,000	
5	Diversion and Control of Water	LS	1	\$150,000	\$150,000	
6	Traffic Control	LS	1	\$150,000	\$150,000	
<b>Levee</b>						<b>\$3,067,500</b>
7	Foundation Excavation	CY	28,500	\$5	\$142,500	
8	Golf Course Fill	CY	0	\$10	\$0	
9	Levee Embankment Fill	CY	91,000	\$15	\$1,365,000	
10	Landfill Tie-in	EA	1	\$10,000	\$10,000	
11	Riprap (1/4 ton)	CY	3,000	\$75	\$225,000	
12	Sheet pile (Sta 214+00 to 217+50)	LS	1	\$1,325,000	\$1,325,000	
<b>Concrete Structures</b>						<b>\$336,150</b>
13	Concrete Retaining Wall	LF	375	\$250	\$93,750	
14	Structure Excavation & Backfill	CY	500	\$10	\$5,000	
15	Concrete Slide Gate Structures	CY	125	\$500	\$62,500	
16	66" RCP	LF	0	\$250	\$0	
17	Flap Gate - 24"	EA	1	\$3,100	\$3,100	
18	Flap Gate - 66"	EA	2	\$19,000	\$38,000	
19	Slide Gate - 24"	EA	2	\$4,500	\$9,000	
20	Slide Gate - 48"	EA	2	\$7,400	\$14,800	
21	Slide Gate - 66"	EA	2	\$13,000	\$26,000	
22	Slide Gate - 72"	EA	2	\$17,000	\$34,000	
23	Utility relocations	LS	1	\$50,000	\$50,000	
<b>Miscellaneous</b>						<b>\$212,500</b>
24	AB Access Road (12' wide, 6" thick)	LF	8,700	\$15	\$130,500	
25	6' Chain Link Fence	LF	1,800	\$20	\$36,000	
26	Swing Gate	EA	3	\$3,000	\$9,000	
27	Hydroseed Slopes	AC	3	\$3,000	\$9,000	
28	Vegetation Thinning (20' wide)	AC	2.8	\$10,000	\$28,000	
29	Vegetation Removal	AC	0.0	\$25,000	\$0	
<b>Construction Cost Subtotal</b>						<b>\$4,248,650</b>
Environ. Impact Mitigation-Temporary (2.5:1)				AC	\$375,000	\$0.00
Environ. Impact Mitigation-Permanent (1:1 - Veg Thinning)				AC	2.8	\$150,000
Environ. Impact Mitigation-Permanent (5:1)				AC	0.0	\$750,000
<b>Project Contingencies (15%)</b>						<b>\$700,298</b>
<b>Construction Management/Inspection/Biological Monitoring (8%)</b>						<b>\$373,492</b>
<b>Total Project Cost</b>						<b>\$5,742,440</b>
<b>YR 2016 - Total Project Cost<sup>(2)</sup></b>						<b>\$6,029,561</b>

## Notes:

1. Cost and mitigation requirements based on using State DWR Levee Vegetation Policy
2. Based on Construction Cost Index of +2.5% per year (2014 Base year for unit prices)



**Exhibit B.2**

Santa Clara River (SCR-3) Levee Improvement Project						
Reaches 1-3 • Alternative I.B (Levee System w/golf maintenance protection)						
Line Item	Description	Unit	Quantity	Unit Cost	Cost	Category Cost
	General					\$632,500
1	Mobilization and Bonding	LS	1	\$175,000	\$175,000	
2	Clearing and Grubbing	AC	7.0	\$6,000	\$42,000	
3	Demolition and Removals	LS	1	\$85,500	\$85,500	
4	SWPPP	LS	1	\$30,000	\$30,000	
5	Diversion and Control of Water	LS	1	\$150,000	\$150,000	
6	Traffic Control	LS	1	\$150,000	\$150,000	
	Levee					\$2,690,000
7	Foundation Excavation	CY	14,000	\$5	\$70,000	
8	Golf Course Fill	CY	0	\$10	\$0	
9	Levee Embankment Fill	CY	68,000	\$15	\$1,020,000	
10	Landfill Tie-in	EA	5	\$10,000	\$50,000	
11	Riprap (1/4 ton)	CY	3,000	\$75	\$225,000	
12	Sheet pile (Sta 214+00 to 217+50)	LS	1	\$1,325,000	\$1,325,000	
	Concrete Structures					\$336,150
13	Concrete Retaining Wall	LF	375	\$250	\$93,750	
14	Structure Excavation & Backfill	CY	500	\$10	\$5,000	
15	Concrete Slide Gate Structures	CY	125	\$500	\$62,500	
16	66" RCP	LF	0	\$250	\$0	
17	Flap Gate - 24"	EA	1	\$3,100	\$3,100	
18	Flap Gate - 66"	EA	2	\$19,000	\$38,000	
19	Slide Gate - 24"	EA	2	\$4,500	\$9,000	
20	Slide Gate - 48"	EA	2	\$7,400	\$14,800	
21	Slide Gate - 66"	EA	2	\$13,000	\$26,000	
22	Slide Gate - 72"	EA	2	\$17,000	\$34,000	
23	Utility relocations	LS	1	\$50,000	\$50,000	
	Miscellaneous					\$212,500
24	AB Access Road (12' wide, 6" thick)	LF	8,700	\$15	\$130,500	
25	6' Chain Link Fence	LF	1,800	\$20	\$36,000	
26	Swing Gate	EA	3	\$3,000	\$9,000	
27	Hydroseed Slopes	AC	3	\$3,000	\$9,000	
28	Vegetation Thinning (20' wide)	AC	2.8	\$10,000	\$28,000	
29	Vegetation Removal	AC	0.0	\$25,000	\$0	
Construction Cost Subtotal						\$3,871,150
Environ. Impact Mitigation-Temporary (2.5:1)		AC	0.0	\$375,000	\$0.00	
Environ. Impact Mitigation-Permanent (1:1 - Veg Thinning)		AC	2.8	\$150,000	\$420,000.00	
Environ. Impact Mitigation-Permanent (5:1)		AC	0.0	\$750,000	\$0.00	
Project Contingencies (15%)						\$643,673
Construction Management/Inspection/Biological Monitoring (8%)						\$343,292
Total Project Cost						\$5,278,115
YR 2016 - Total Project Cost <sup>(2)</sup>						\$5,542,020

**Notes:**

1. Cost and mitigation requirements based on using State DWR Levee Vegetation Policy
2. Based on Construction Cost Index of +2.5% per year (2014 Base year for unit prices)

## Exhibit B.3

Santa Clara River (SCR-3) Levee Improvement Project Reaches 1-3 - Alternative I.C (Levee System w/no golf maintenance protection)						
Line Item	Description	Unit	Quantity	Unit Cost	Cost	Category Cost
<b>General</b>						<b>\$492,800</b>
1	Mobilization and Bonding	LS	1	\$150,000	\$150,000	
2	Clearing and Grubbing	AC	6.3	\$6,000	\$37,800	
3	Demolition and Removals	LS	1	\$25,000	\$25,000	
4	SWPPP	LS	1	\$30,000	\$30,000	
5	Diversion and Control of Water	LS	1	\$100,000	\$100,000	
6	Traffic Control	LS	1	\$150,000	\$150,000	
<b>Levee</b>						<b>\$1,901,050</b>
7	Foundation Excavation	CY	6,090	\$5	\$30,450	
8	Golf Course Fill	CY	15,500	\$10	\$155,000	
9	Levee Embankment Fill	CY	13,840	\$15	\$207,600	
10	Landfill Tie-in	EA	3	\$10,000	\$30,000	
11	Riprap (1/4 ton)	CY	2,040	\$75	\$153,000	
12	Sheet pile (Sta 214+00 to 217+50)	LS	1	\$1,325,000	\$1,325,000	
<b>Concrete Structures</b>						<b>\$299,900</b>
13	Concrete Retaining Wall	LF	0	\$250	\$0	
14	Structure Excavation & Backfill	CY	0	\$10	\$0	
15	Concrete Slide Gate Structures	CY	125	\$500	\$62,500	
16	66" RCP	LF	350	\$250	\$87,500	
17	Flap Gate - 24"	EA	1	\$3,100	\$3,100	
18	Flap Gate - 66"	EA	2	\$19,000	\$38,000	
19	Slide Gate - 24"	EA	2	\$4,500	\$9,000	
20	Slide Gate - 48"	EA	2	\$7,400	\$14,800	
21	Slide Gate - 66"	EA	2	\$13,000	\$26,000	
22	Slide Gate - 72"	EA	2	\$17,000	\$34,000	
23	Utility relocations	LS	1	\$25,000	\$25,000	
<b>Miscellaneous</b>						<b>\$111,500</b>
24	AB Access Road (12' wide, 6" thick)	LF	3,500	\$15	\$52,500	
25	6' Chain Link Fence	LF	1,800	\$20	\$36,000	
26	Swing Gate	EA	3	\$3,000	\$9,000	
27	Hydroseed Slopes	AC	1	\$3,000	\$3,000	
28	Vegetation Thinning (20' wide)	AC	1.1	\$10,000	\$11,000	
29	Vegetation Removal	AC	0.0	\$25,000	\$0	
<b>Construction Cost Subtotal</b>						<b>\$2,805,250</b>
Environ. Impact Mitigation-Temporary (2.5:1)				AC	0.0	\$375,000
Environ. Impact Mitigation-Permanent (1:1 - Veg Thinning)				AC	1.1	\$150,000
Environ. Impact Mitigation-Permanent (5:1)				AC	0.0	\$750,000
<b>Project Contingencies (15%)</b>						<b>\$445,538</b>
<b>Construction Management/Inspection/Biological Monitoring (8%)</b>						<b>\$237,620</b>
<b>Total Project Cost</b>						<b>\$3,653,408</b>
<b>YR 2016 - Total Project Cost <sup>(2)</sup></b>						<b>\$3,836,078</b>

## Notes:

1. Cost and mitigation requirements based on using State DWR Levee Vegetation Policy
2. Based on Construction Cost Index of +2.5% per year (2014 Base year for unit prices)

**Exhibit C**  
**Santa Clara River (SCR-3) Levee Improvement Project**  
**Reach 4 - Alternatives Analysis Matrix**

Alternative Name	Alternative I/A	Alternative I/B	Alternative I/C	Alternative I/D
Project Description	Floodwall along Riverside of Ventura Road	Floodwall along Landside of Ventura Road and along El Rio Drain. Fill in Wagon Wheel area	Floodwall along Landside of Ventura Road to UPRR and along Wagon Wheel area.	Floodwall along Landside of Ventura Road to UPRR and fill in Wagon Wheel area.
Flood Protection and Other Benefits	Continuous flood wall Protects Ventura Road from flooding Ability to modify for 200-year event Temporary flood gate at Hwy 101	Reduced height flood wall (max. 6' tall) Permanent flood gate on Ventura Road (6' high) Caltrans and UPRR permits by others Reduced environmental impacts	High and low flood walls Permanent flood gate on Ventura Road (6' high) Caltrans permit by others Reduced environmental impacts	Reduced height flood wall (max. 6' tall) Permanent flood gate on Ventura Road (6' high) Caltrans permit by others Reduced environmental impacts
Constraints and Other Challenges	High flood wall (up to 22' tall) Caltrans encroachment permit Significant Union Pacific RR coordination Temporary flood gate Active Operations: temporary flood gate only Potential ponding upstream of Hwy 101	Does not protect Ventura Road from flooding Difficult to modify for 200-year event No levee certification until Wagon Wheel occurs Active Operations: permanent flood gate Some flooding upstream of Hwy 101	Does not protect Ventura Road from flooding Difficult to modify for 200-year event No levee certification until Wagon Wheel occurs Active Operations: 2 permanent flood gates Some flooding upstream of Hwy 101	Does not protect Ventura Road from flooding Difficult to modify for 200-year event No levee certification until Wagon Wheel occurs Active Operations: permanent flood gate Some flooding upstream of Hwy 101
Permit Requirements	Regulatory Permits (USACE, CDFW, RWQCB, NMFS, USFWS) UPRR Encroachment Permit Caltrans Encroachment Permit	Regulatory Permits (USACE, CDFW, RWQCB, NMFS, USFWS)	Regulatory Permits (USACE, CDFW, RWQCB, NMFS, USFWS) UPRR Encroachment Permit Caltrans Encroachment Permit	Regulatory Permits (USACE, CDFW, RWQCB, NMFS, USFWS) UPRR Encroachment Permit
Meets FEMA Requirements?	Yes for entire reach	Yes, downstream of UPRR can be certified separately. Upstream of UPRR with Wagon Wheel Dev.	Yes, all improvements including Wagon Wheel Dev. need to be completed to certify	Yes, all improvements including Wagon Wheel Dev. need to be completed to certify
Capital Cost Estimate	\$10,885,639	\$10,834,800	\$6,727,700	\$6,727,700
Temp Flood Gate (Ventura Rd)	\$2,050,000	\$0	\$0	\$0
Environmental Mitigation	\$1,800,000	\$562,500	\$562,500	\$562,500
Contingency (15%)	\$2,210,946	\$1,709,565	\$1,093,530	\$1,093,530
Construction Management/Inspection/Bio Monitoring (8%)	\$1,179,171	\$911,788	\$583,216	\$583,216
<b>Total Project Cost - Public Contract</b>	<b>\$15,135,756</b>	<b>\$14,109,653</b>	<b>\$9,966,751</b>	<b>\$9,966,751</b>
<b>VR 2017 - Public Project Cost B1</b>	<b>\$15,135,756</b>	<b>\$14,109,653</b>	<b>\$9,966,751</b>	<b>\$9,966,751</b>
Wagon Wheel Improvements:				
Fill and borrow	\$0	\$3,165,000	\$9,000	\$3,165,000
Flood wall and gate	\$0	\$0	\$3,676,550	\$0
Right-of-way	\$0	\$250,000	\$250,000	\$250,000
Contingency (15%)	\$0	\$512,350	\$590,393	\$512,350
Construction Management/Inspection/Bio Monitoring (8%)	\$0	\$273,300	\$14,876	\$273,300
<b>Total Project Cost-Developer Contract</b>	<b>\$0</b>	<b>\$4,300,650</b>	<b>\$4,532,250</b>	<b>\$4,300,650</b>
<b>VR 2017-Developer Project Cost B1</b>	<b>\$0</b>	<b>\$4,300,650</b>	<b>\$4,532,250</b>	<b>\$4,300,650</b>
<b>VR 2017 - Total Project Cost B1</b>	<b>\$15,135,756</b>	<b>\$18,410,303</b>	<b>\$14,508,999</b>	<b>\$14,267,401</b>

**Notes:**

1. Based on Construction Cost Index of +2.5% per year (2014 Base year for unit prices)

Exhibit D.1

Santa Clara River (SCR-3) Levee Improvement Project						
Reach 4 - Alternative II.A						
Line Item	Description	Unit	Quantity	Unit Cost	Cost	Category Cost
<b>General</b>						<b>\$727,500</b>
1	Mobilization and Bonding (3%)	LS	1	\$385,000	\$385,000	
2	Clearing and Grubbing	AC	2.5	\$25,000	\$62,500	
3	SWPPP	LS	1	\$30,000	\$30,000	
4	Diversion and Control of Water	LS	1	\$100,000	\$100,000	
5	Traffic Control	LS	1	\$150,000	\$150,000	
<b>Levee and Flood Wall</b>						<b>\$10,117,139</b>
6	RC Flood Wall - Type A2	LF	600	\$5,242	\$3,145,200	
7	RC Flood Wall - Type C2	LF	1,167	\$2,252	\$2,627,617	
8	RC Flood Wall - Type D	LF	830	\$5,053	\$4,194,322	
9	Riprap Removal and Replacment	CY	1,000	\$150	\$150,000	
<b>Miscellaneous</b>						<b>\$45,000</b>
10	6' Chain Link Fence	LF	200	\$20	\$4,000	
11	Swing Gate	EA	1	\$3,000	\$3,000	
12	RC Drain Channel and Flap Gate	EA	1	\$30,000	\$30,000	
13	HP Gas Valve relocations	EA	4	\$2,000	\$8,000	
14	Landscaping	SF	0	\$2.5	\$0	
15	Concrete Trail	SF	0	\$4.0	\$0	
<b>Flood Gate System</b>						<b>\$2,050,000</b>
16	FloodBreak Gate System (13-foot)	LS	1	\$1,600,000	\$1,600,000	
17	Concrete Abutments	LS	1	\$250,000	\$250,000	
18	Street modifications	LS	1	\$150,000	\$150,000	
19	Utility relocations	LS	1	\$50,000	\$50,000	
<b>Public Contract - Construction Cost Subtotal</b>						<b>\$12,939,639</b>
Environmental Impact Mitigation-Temporary (2.5:1)				AC	0.8	\$375,000
Environmental Impact Mitigation-Permanent (5:1)				AC	2.0	\$750,000
<b>Project Contingencies (15%)</b>						<b>\$2,210,946</b>
<b>Construction Management/Inspection/Biological Monitoring (8%)</b>						<b>\$1,179,171</b>
<b>Public Contract - Total Project Cost</b>						<b>\$18,129,756</b>
<b>YR 2017 - Public Contract - Total Project Cost<sup>(1)</sup></b>						<b>\$19,489,488</b>
<b>Wagon Wheel Improvements</b>						<b>\$0</b>
20	Import Fill	CY	0	\$15	\$0	
21	Floodwall - Type D (No sheet pile)	LF	0	\$2,503	\$0	
22	FloodBreak Flood gate	EA	0	\$1,500,000	\$0	
23	Riprap Bank Protection	CY	0	\$75	\$0	
24	Right-of-Way	Acre	0	\$500,000	\$0	
<b>Developer Contract - Construction Cost Subtotal</b>						<b>\$0</b>
<b>Project Contingencies (15%)</b>						<b>\$0</b>
<b>Construction Management/Inspection/Biological Monitoring (8%)</b>						<b>\$0</b>
<b>Developer Contract - Total Project Cost</b>						<b>\$0</b>
<b>YR 2017 - Developer Contract - Total Project Cost<sup>(1)</sup></b>						<b>\$0</b>
<b>YR 2017 - Total Project Cost<sup>(1)</sup></b>						<b>\$19,489,488</b>

**Notes:**

1. Based on Construction Cost Index of +2.5% per year (2014 Base year for unit prices)

## Exhibit D.2

Santa Clara River (SCR-3) Levee Improvement Project Reach 4 - Alternative II.B						
Line Item	Description	Unit	Quantity	Unit Cost	Cost	Category Cost
<b>General</b>						<b>\$592,500</b>
1	Mobilization and Bonding (3%)	LS	1	\$325,000	\$325,000	
2	Clearing and Grubbing	AC	2.5	\$25,000	\$62,500	
3	SWPPP	LS	1	\$30,000	\$30,000	
4	Diversion and Control of Water	LS	1	\$75,000	\$75,000	
5	Traffic Control	LS	1	\$100,000	\$100,000	
<b>Levee and Flood Wall</b>						<b>\$8,978,500</b>
6	RC Flood Wall - Type A2	LF	600	\$5,242	\$3,145,200	
7	RC Flood Wall - Type C2	LF	350	\$1,418	\$496,300	
8	RC Flood Wall - Landside and El Rio Drain	LF	4,200	\$1,210	\$5,082,000	
9	Riprap Removal and Replacment	CY	1,700	\$150	\$255,000	
<b>Miscellaneous</b>						<b>\$113,600</b>
10	6' Chain Link Fence	LF	200	\$20	\$4,000	
11	Swing Gate	EA	1	\$3,000	\$3,000	
12	RC Drain Channel and Flap Gate	EA	1	\$30,000	\$30,000	
13	HP Gas Valve relocations	EA	4	\$2,000	\$8,000	
14	Landscaping	SF	14,000	\$2.5	\$35,000	
15	Concrete Trail	SF	8,400	\$4.0	\$33,600	
<b>Flood Gate System</b>						<b>\$1,150,000</b>
16	FloodBreak Gate System (6-foot)	LS	1	\$850,000	\$850,000	
17	Concrete Abutments	LS	1	\$150,000	\$150,000	
18	Street modifications	LS	1	\$100,000	\$100,000	
19	Utility relocations	LS	1	\$50,000	\$50,000	
<b>Public Contract - Construction Cost Subtotal</b>						<b>\$10,834,600</b>
Environmental Impact Mitigation-Temporary (2.5:1)				AC	0.3	\$375,000
						\$112,500.00
Environmental Impact Mitigation-Permanent (5:1)				AC	0.6	\$750,000
						\$450,000.00
<b>Project Contingencies (15%)</b>						<b>\$1,709,565</b>
<b>Construction Management/Inspection/Biological Monitoring (8%)</b>						<b>\$911,768</b>
<b>Public Contract - Total Project Cost</b>						<b>\$14,018,433</b>
<b>YR 2017 - Public Contract - Total Project Cost <sup>(1)</sup></b>						<b>\$15,069,815</b>
<b>Wagon Wheel Improvements</b>						<b>\$3,415,000</b>
20	Import Fill	CY	207,000	\$15	\$3,105,000	
21	Floodwall - Type D (No sheet pile)	LF	0	\$2,503	\$0	
22	FloodBreak Flood gate	EA	0	\$1,500,000	\$0	
23	Riprap Bank Protection	CY	800	\$75	\$60,000	
24	Right-of-Way	Acre	0.5	\$500,000	\$250,000	
<b>Developer Contract - Construction Cost Subtotal</b>						<b>\$3,415,000</b>
<b>Project Contingencies (15%)</b>						<b>\$512,250</b>
<b>Construction Management/Inspection/Biological Monitoring (8%)</b>						<b>\$273,200</b>
<b>Developer Contract - Total Project Cost</b>						<b>\$4,200,450</b>
<b>YR 2017 - Developer Contract - Total Project Cost <sup>(1)</sup></b>						<b>\$4,515,484</b>
<b>YR 2017 - Total Project Cost <sup>(1)</sup></b>						<b>\$19,585,299</b>

## Notes:

1. Based on Construction Cost Index of +2.5% per year (2014 Base year for unit prices)

## Exhibit D.3

Santa Clara River (SCR-3) Levee Improvement Project Reach 4 - Alternative II.C						
Line Item	Description	Unit	Quantity	Unit Cost	Cost	Category Cost
<b>General</b>						<b>\$472,500</b>
1	Mobilization and Bonding (3%)	LS	1	\$205,000	\$205,000	
2	Clearing and Grubbing	AC	2.5	\$25,000	\$62,500	
3	SWPPP	LS	1	\$30,000	\$30,000	
4	Diversion and Control of Water	LS	1	\$75,000	\$75,000	
5	Traffic Control	LS	1	\$100,000	\$100,000	
<b>Levee and Flood Wall</b>						<b>\$4,991,600</b>
6	RC Flood Wall - Type A2	LF	600	\$5,242	\$3,145,200	
7	RC Flood Wall - Type C2	LF	350	\$1,418	\$496,300	
8	RC Flood Wall - Landside to UPRR	LF	860	\$1,210	\$1,040,600	
9	UPRR Embankment Fill	CY	300	\$15	\$4,500	
10	El Rio Drain Channel Modifications	LS	1	\$50,000	\$50,000	
11	Riprap Removal and Replacement	CY	1,700	\$150	\$255,000	
<b>Miscellaneous</b>						<b>\$113,600</b>
12	6' Chain Link Fence	LF	200	\$20	\$4,000	
13	Swing Gate	EA	1	\$3,000	\$3,000	
14	RC Drain Channel and Flap Gate	EA	1	\$30,000	\$30,000	
15	HP Gas Valve relocations	EA	4	\$2,000	\$8,000	
16	Landscaping	SF	14,000	\$2.5	\$35,000	
17	Concrete Trail	SF	8,400	\$4.0	\$33,600	
<b>Flood Gate System</b>						<b>\$1,150,000</b>
18	FloodBreak Gate System (6-foot)	LS	1	\$850,000	\$850,000	
19	Concrete Abutments	LS	1	\$150,000	\$150,000	
20	Street modifications	LS	1	\$100,000	\$100,000	
21	Utility relocations	LS	1	\$50,000	\$50,000	
<b>Public Contract - Construction Cost Subtotal</b>						<b>\$6,727,700</b>
Environmental Impact Mitigation-Temporary (2.5:1)				AC	0.3	\$375,000
Environmental Impact Mitigation-Permanent (5:1)				AC	0.6	\$750,000
<b>Project Contingencies (15%)</b>						<b>\$1,093,530</b>
<b>Construction Management/Inspection/Biological Monitoring (8%)</b>						<b>\$583,216</b>
<b>Public Contract - Total Project Cost</b>						<b>\$8,964,946</b>
<b>YR 2017 - Public Contract - Total Project Cost <sup>(2)</sup></b>						<b>\$9,630,467</b>
<b>Wagon Wheel Improvements</b>						<b>\$3,935,950</b>
22	Import Fill	CY	600	\$15	\$9,000	
23	Floodwall - Type D (No sheet pile)	LF	650	\$2,503	\$1,626,950	
24	FloodBreak Flood gate (13-foot)	EA	1	\$2,050,000	\$2,050,000	
25	Riprap Bank Protection	CY	0	\$75	\$0	
26	Right-of-Way	Acre	0.5	\$500,000	\$250,000	
<b>Developer Contract - Construction Cost Subtotal</b>						<b>\$3,935,950</b>
<b>Project Contingencies (15%)</b>						<b>\$590,393</b>
<b>Construction Management/Inspection/Biological Monitoring (8%)</b>						<b>\$314,876</b>
<b>Developer Contract - Total Project Cost</b>						<b>\$4,841,219</b>
<b>YR 2017 - Developer Contract - Total Project Cost <sup>(2)</sup></b>						<b>\$5,204,310</b>
<b>YR 2017 - Total Project Cost <sup>(2)</sup></b>						<b>\$14,843,777</b>

## Notes:

1. Based on Construction Cost Index of +2.5% per year (2014 Base year for unit prices)

## Exhibit D.4

Santa Clara River (SCR-3) Levee Improvement Project Reach 4 - Alternative II.D						
Line Item	Description	Unit	Quantity	Unit Cost	Cost	Category Cost
<b>General</b>						<b>\$472,500</b>
1	Mobilization and Bonding (3%)	LS	1	\$205,000	\$205,000	
2	Clearing and Grubbing	AC	2.5	\$25,000	\$62,500	
3	SWPPP	LS	1	\$30,000	\$30,000	
4	Diversion and Control of Water	LS	1	\$75,000	\$75,000	
5	Traffic Control	LS	1	\$100,000	\$100,000	
<b>Levee and Flood Wall</b>						<b>\$4,991,600</b>
6	RC Flood Wall - Type A2	LF	600	\$5,242	\$3,145,200	
7	RC Flood Wall - Type C2	LF	350	\$1,418	\$496,300	
8	RC Flood Wall - Landside to UPRR	LF	860	\$1,210	\$1,040,600	
9	UPRR Embankment Fill	CY	300	\$15	\$4,500	
10	El Rio Drain Channel Modifications	LS	1	\$50,000	\$50,000	
11	Riprap Removal and Replacement	CY	1,700	\$150	\$255,000	
<b>Miscellaneous</b>						<b>\$113,600</b>
12	6' Chain Link Fence	LF	200	\$20	\$4,000	
13	Swing Gate	EA	1	\$3,000	\$3,000	
14	RC Drain Channel and Flap Gate	EA	1	\$30,000	\$30,000	
15	HP Gas Valve relocations	EA	4	\$2,000	\$8,000	
16	Landscaping	SF	14,000	\$2.5	\$35,000	
17	Concrete Trail	SF	8,400	\$4.0	\$33,600	
<b>Flood Gate System</b>						<b>\$1,150,000</b>
18	FloodBreak Gate System (6-foot)	LS	1	\$850,000	\$850,000	
19	Concrete Abutments	LS	1	\$150,000	\$150,000	
20	Street modifications	LS	1	\$100,000	\$100,000	
21	Utility relocations	LS	1	\$50,000	\$50,000	
<b>Public Contract - Construction Cost Subtotal</b>						<b>\$6,727,700</b>
Environmental Impact Mitigation-Temporary (2.5:1)				AC	0.3	\$375,000
Environmental Impact Mitigation-Permanent (5:1)				AC	0.6	\$750,000
<b>Project Contingencies (15%)</b>						<b>\$1,093,530</b>
<b>Construction Management/Inspection/Biological Monitoring (8%)</b>						<b>\$583,216</b>
<b>Public Contract - Total Project Cost</b>						<b>\$8,966,946</b>
<b>YR 2017 - Public Contract - Total Project Cost <sup>(1)</sup></b>						<b>\$9,639,467</b>
<b>Wagon Wheel Improvements</b>						<b>\$3,415,000</b>
22	Import Fill	CY	207,000	\$15	\$3,105,000	
23	Floodwall - Type D (No sheet pile)	LF	0	\$2,503	\$0	
24	FloodBreak Flood gate (13-foot)	EA	0	\$2,050,000	\$0	
25	Riprap Bank Protection	CY	800	\$75	\$60,000	
26	Right-of-Way	Acre	0.5	\$500,000	\$250,000	
<b>Developer Contract - Construction Cost Subtotal</b>						<b>\$3,415,000</b>
<b>Project Contingencies (15%)</b>						<b>\$512,250</b>
<b>Construction Management/Inspection/Biological Monitoring (8%)</b>						<b>\$273,200</b>
<b>Developer Contract - Total Project Cost</b>						<b>\$4,200,450</b>
<b>YR 2017 - Developer Contract - Total Project Cost <sup>(1)</sup></b>						<b>\$4,515,484</b>
<b>YR 2017 - Total Project Cost <sup>(1)</sup></b>						<b>\$14,154,951</b>

## Notes:

1. Based on Construction Cost Index of +2.5% per year (2014 Base year for unit prices)

**Exhibit E**  
**SCR-3 Evaluation Matrices**  
**Total Cost Matrix**  
**(\$ million)**

Alternative		Reach 4			
		II.A	II.B	II.C	II.D
Reach 1-3	I.A	\$25.5	\$25.6	\$20.8	\$20.1
	I.B	\$25.0	\$25.1	\$20.3	\$19.6
	I.C	\$23.4	\$23.5	\$18.7	\$18.0

Alternative Cost: (millions)	
I.A	\$6.0
I.B	\$5.5
I.C	\$3.9
II.A	\$19.5
II.B	\$19.6
II.C	\$14.8
II.D	\$14.1



Exhibit F  
SCR-3 Evaluation Matrices  
Schedule Matrix

Alternative		2014				2015				2016				2017				2018 <sup>10</sup>			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
<b>Reaches 1-3</b>																					
I.A	Design & Construction																				
	Environmental/Permitting																				
I.B	Design & Construction																				
	Environmental/Permitting																				
I.C	Design & Construction																				
	Environmental/Permitting																				
<b>Reach 4</b>																					
II.A	Design & Construction																				
	Environmental/Permitting																				
II.B	Design & Construction																				
	Environmental/Permitting																				
II.C	Design & Construction																				
	Environmental/Permitting																				
II.D	Design & Construction <sup>12)</sup>																				
	Environmental/Permitting																				

**Notes:**

- 1 Anticipated early effective date for new Digital Flood Insurance Rate Maps (DFIRMs) - January 2018  
 2 Reach 4 - Alternative D would not provide for an accredited levee system without the Wagon Wheel Improvements

**Exhibit G**  
**SCR-3 Evaluation Matrices**  
**Regulatory Matrix**

Alternative	Environmental						Stakeholder Agencies					Total Permits Required
	CEQA / NEPA	USACE 404 Permit	CDFW 1600	RWQCB 401 Certification	NMFS - Consultation	USFWS	UPRR Agreement	Caltrans Encroachment Permit	VRSD Permit	City of Oxnard - Golf Course Permit		
Reaches 1-3												
I.A	X	X	X	X	X	X			X	X	8	
I.B	X	X	X	X	X	X			X	X	8	
I.C	X	X	X	X	X	X			X		7	
Reach 4												
II.A	X	X	X	X	X	X	X	X			8	
II.B	X	X	X	X	X	X					6	
II.C	X	X	X	X	X	X	X	X			8	
II.D	X	X	X	X	X	X	X	X			7	

Exhibit H  
SCR-3 Evaluation Matrices  
Risk Matrix

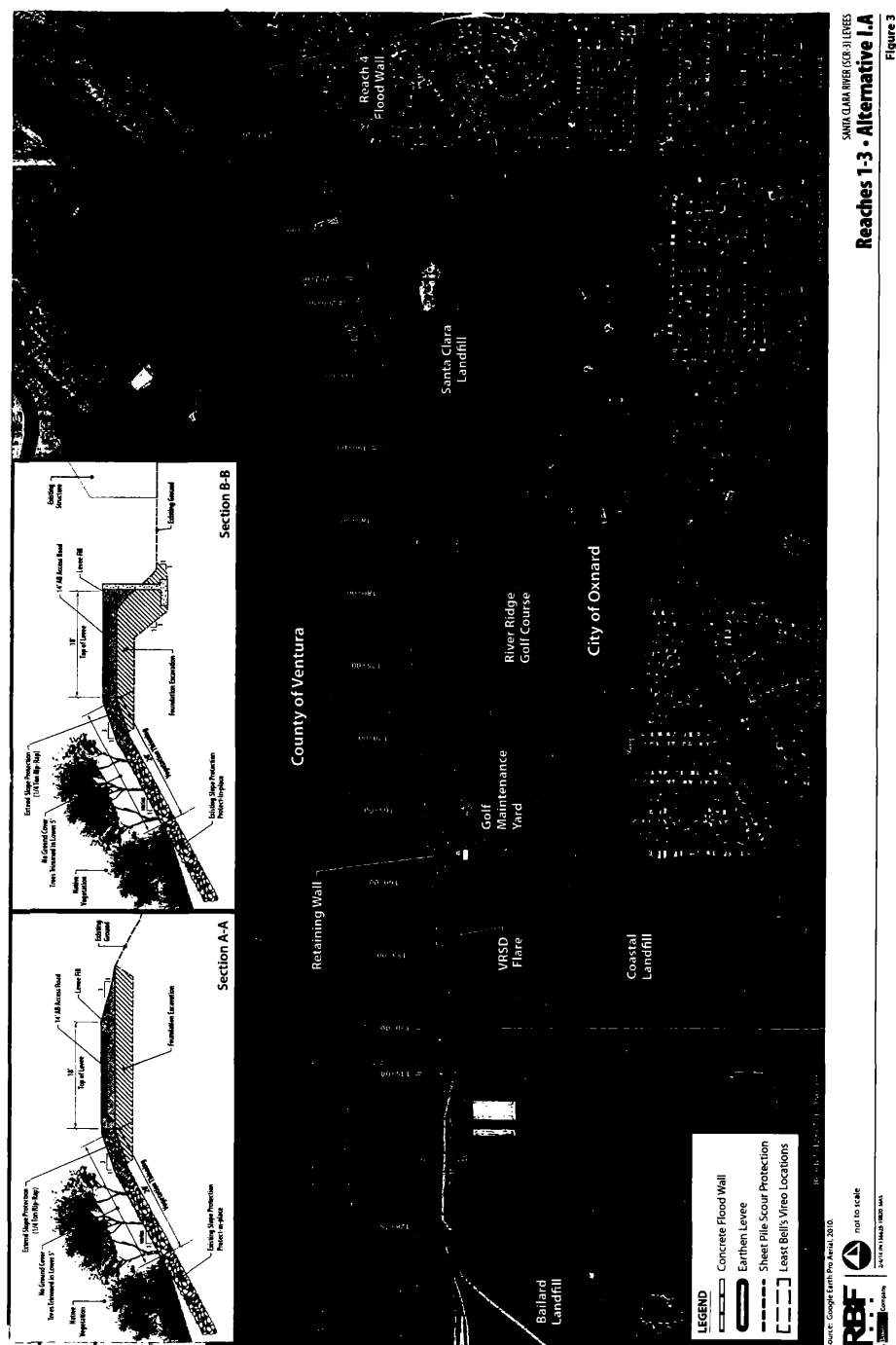
Alternative	FEMA Criteria												Score
	Freeboard	Closures	Embankment Protection	Stability/Settlement	Interior Drainage	Operations and Maintenance	Street Flooding/Closures	Adherence to Schedule	Permit Requirements	Total Project Cost	Construction Complexity	Robustness & Resiliency	
Weighting	1	1	1	1	1	1	2	2	3	3	2	3	
Reaches 1-3													
I.A	Low	Low	Medium	Low	Low	Low	Low	Low	Low	High	Low	Low	35
I.B	Medium	High	Medium	Low	Low	Medium	Low	Medium	Low	Medium	Medium	Medium	51
I.C	Medium	Medium	Medium	Low	Low	High	Low	Medium	Low	Low	Medium	High	51
Reach 4													
II.A	Low	Low	Low	Low	Low	Low	Low	High	High	High	High	Medium	67
II.B	Low	Medium	Low	Low	Low	Low	High	Low	Medium	High	Low	Low	49
II.C	Low	High	Low	Low	Low	Medium	High	Medium	Medium	Medium	Medium	Medium	61
II.D	Low	Medium	Low	Low	Low	Low	High	Low	Medium	Low	Low	Low	37

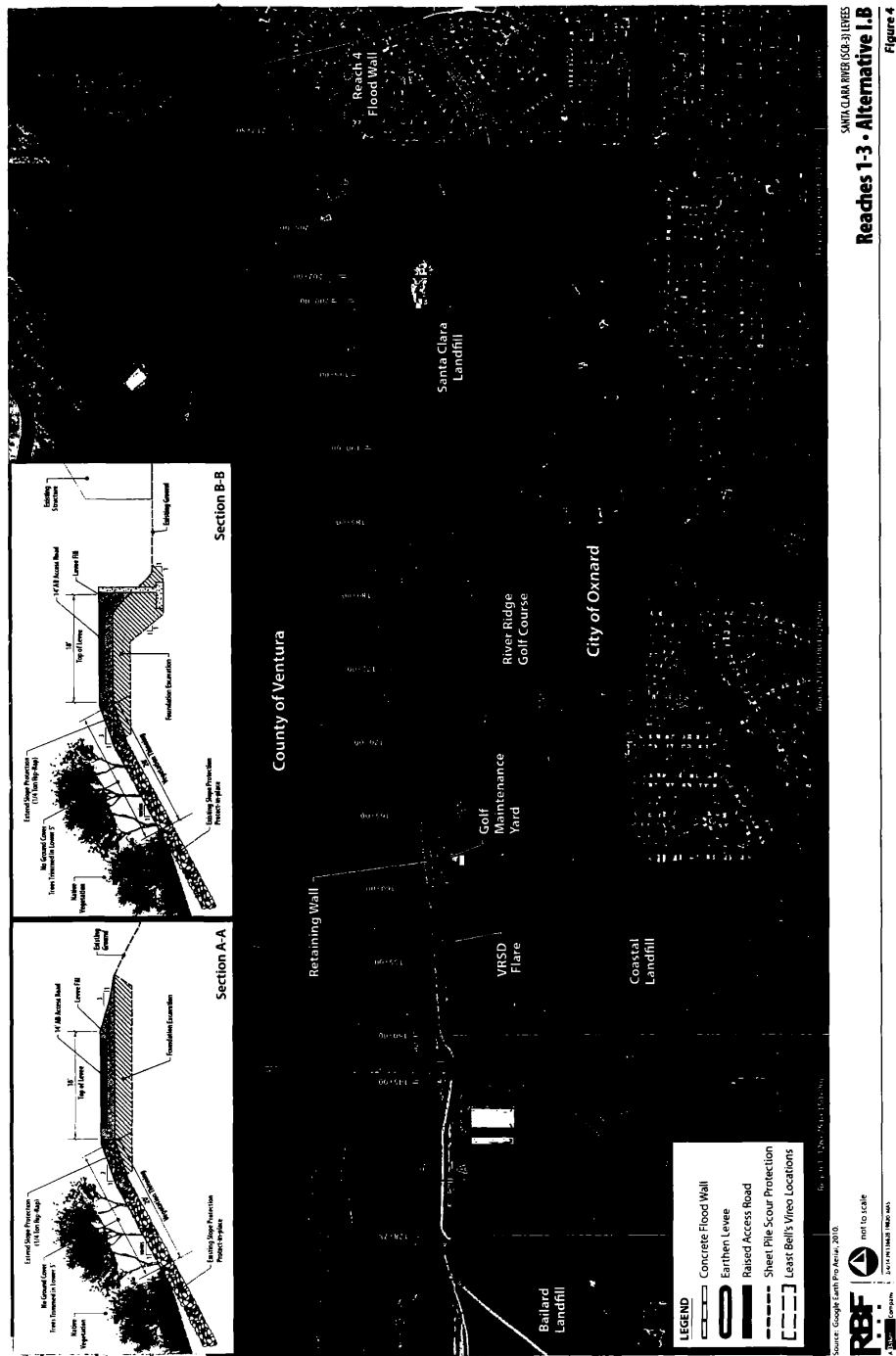
Scoring: (Higher number = high risk, lower number = low risk)

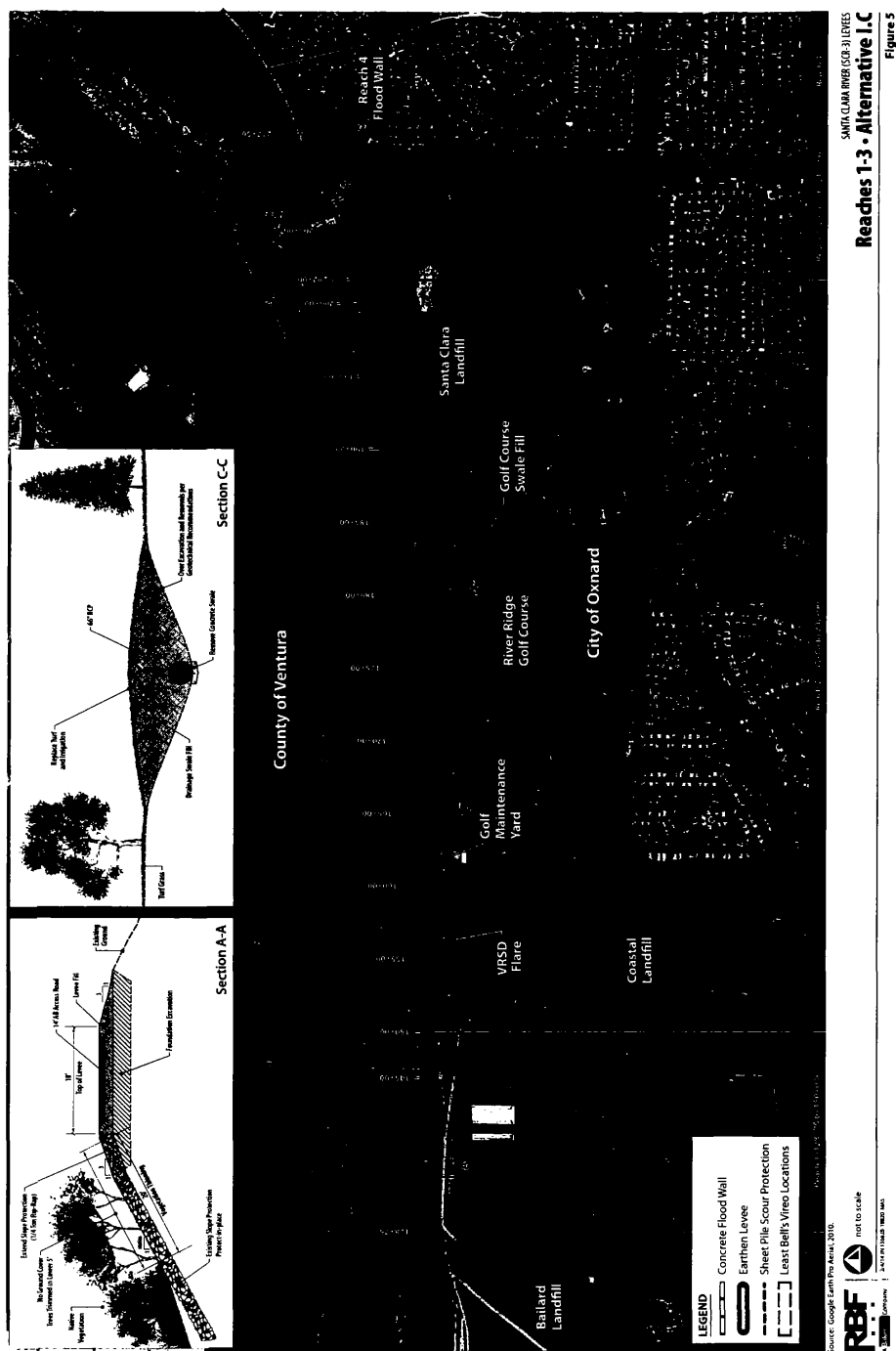
Low 1  
Medium 3  
High 5  
NA 0

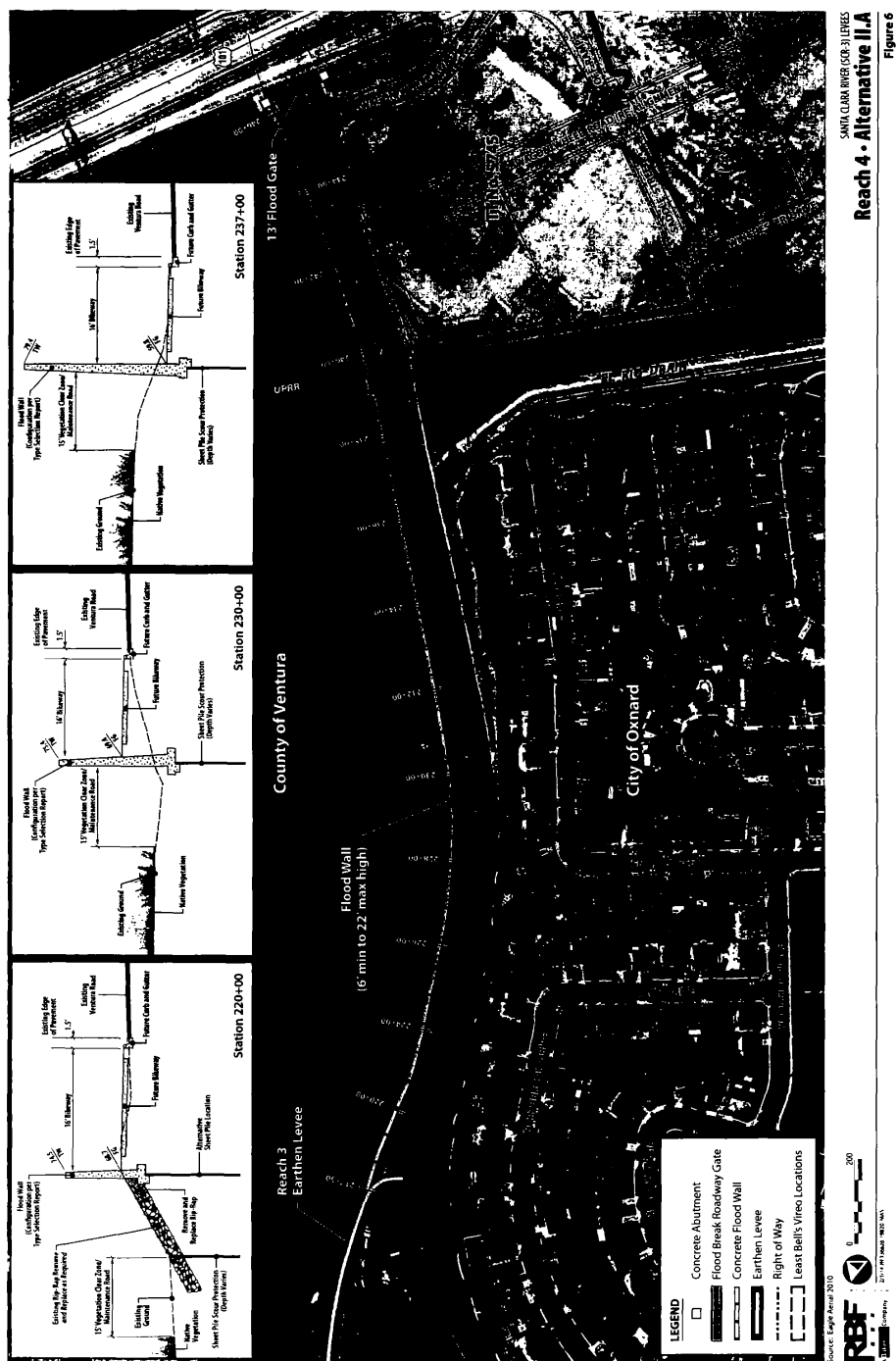
Total Risk Summary Matrix

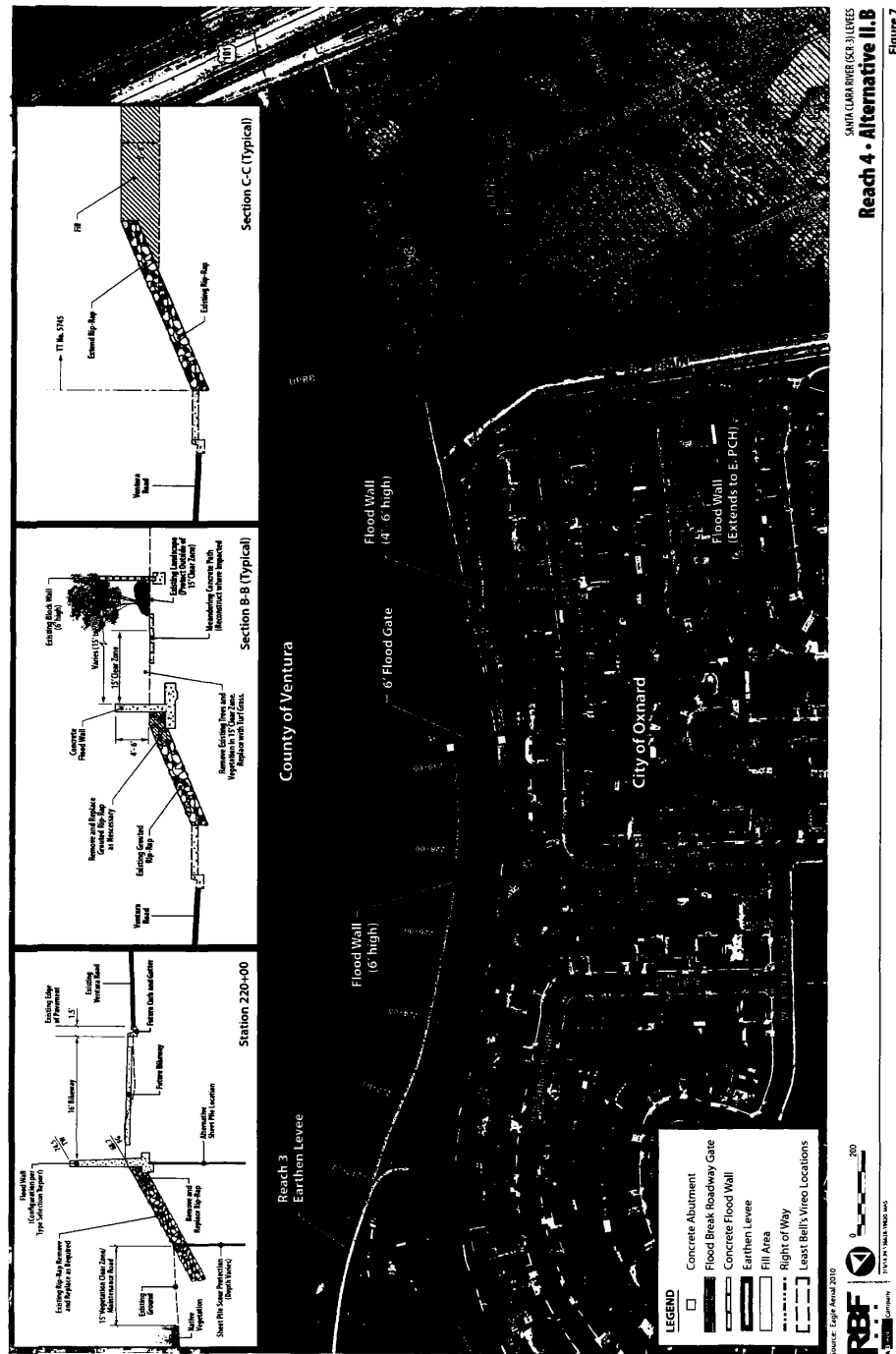
Alternative	Reach 4			
	II.A	II.B	II.C	II.D
Reach 1-3				
I.A	102	84	96	72
I.B	118	100	112	88
I.C	118	100	112	88



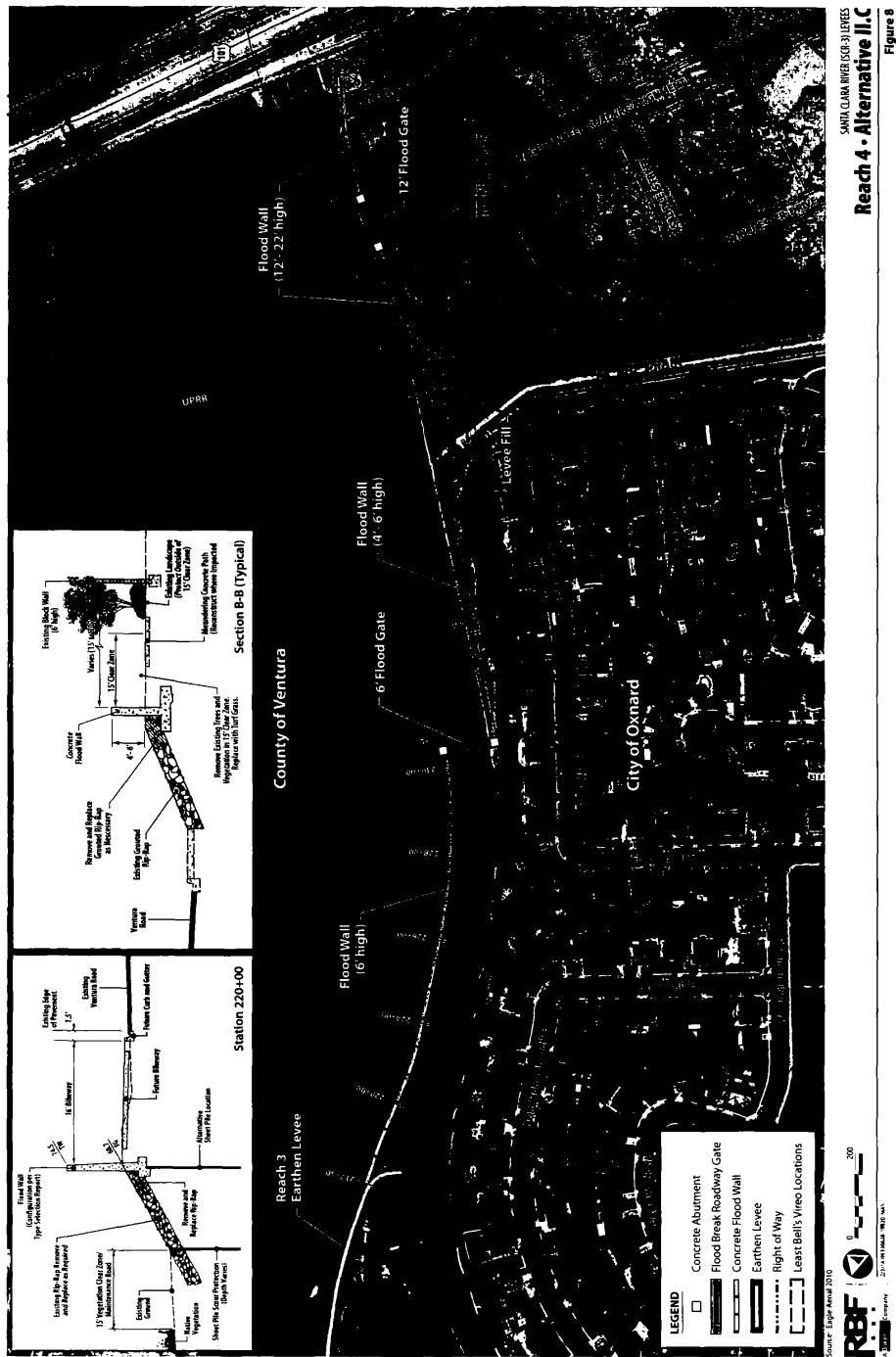




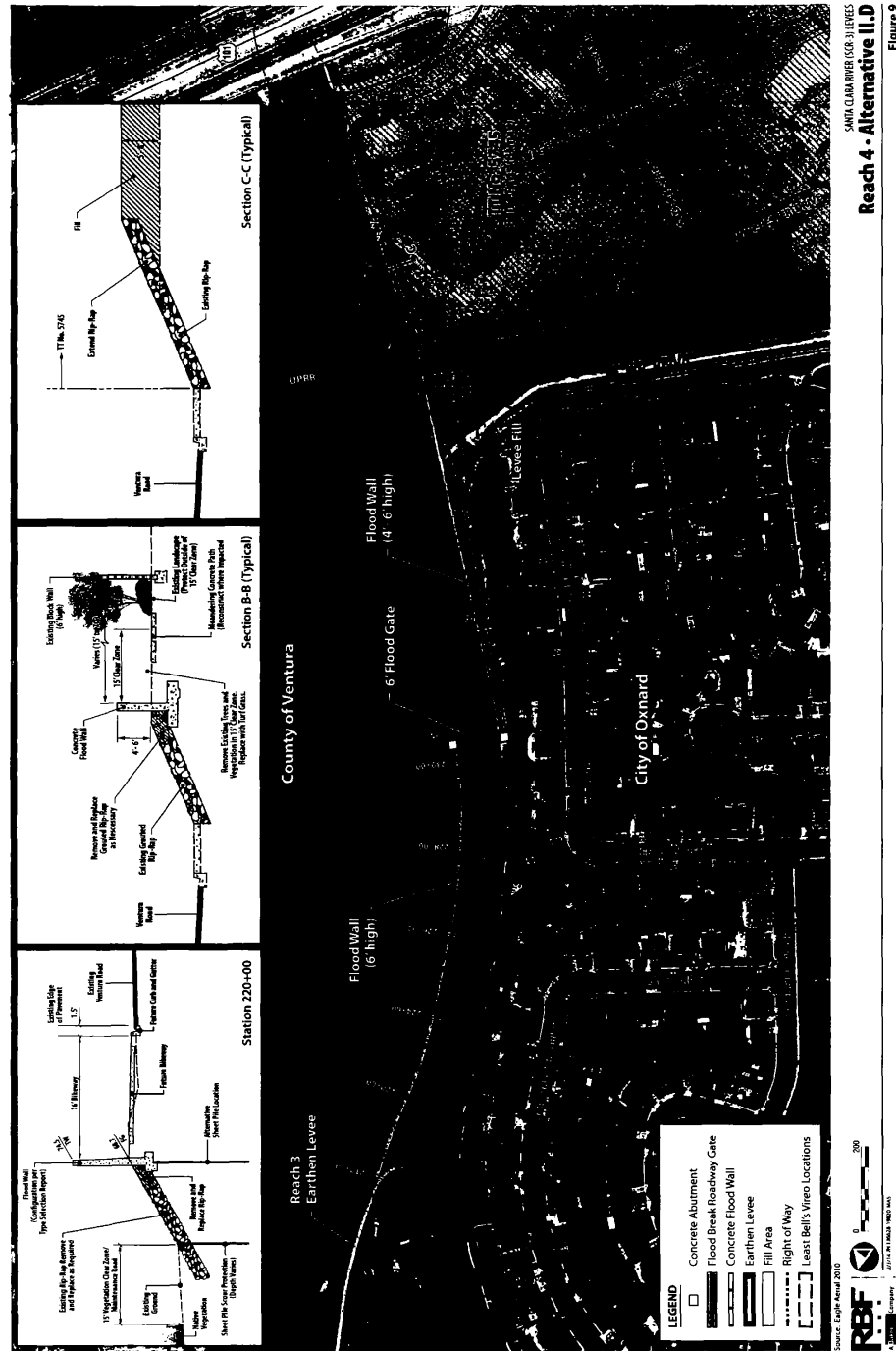








**Reach 4 - Alternative II.C**  
**Figure 8**



**Reach 4 - Alternative II.D**  
Figure 9



Figure 10

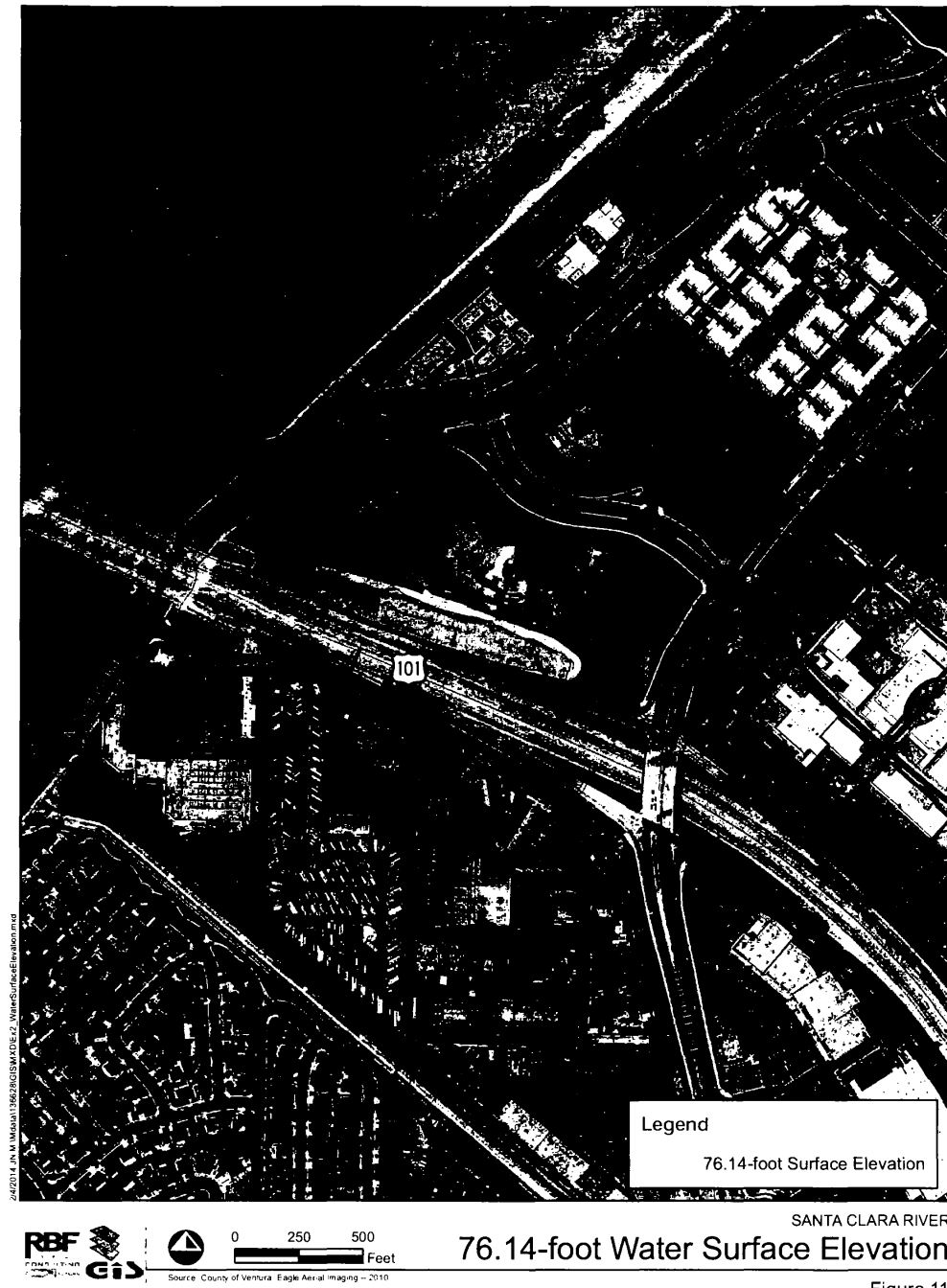


Figure 11

**EXHIBIT C**

OTHER CHANGES

{behind this page}

First Amendment to Development Agreement

12

**EXHIBIT C****ADDITIONAL REVISIONS TO ORIGINAL AGREEMENT**

- Section 1.** Paragraph 4.5 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

“City or Third Party shall construct the Off-Site Improvements. Beginning with the building permit for the first Dwelling Unit of the Project that exceeds the Capacity Limit and at the time of issuance of each building permit for a Dwelling Unit thereafter, Developer shall pay to City that portion of the Total Estimated Off-Site Improvement Cost attributable to Developer (the “Permit Reimbursement Cost”) divided by the difference of the maximum number of Project Dwelling Units and the Capacity Limit as increased at the time of payment by the following formula:

$$(\text{Date of payment} - \text{Capacity Limit date}) / 365 \text{ days} = Y$$

$$\text{Payment on a specific date} = \text{Permit Reimbursement Cost} \times (1.05)^Y$$

Interest rate shall not exceed 5.0%.

For purposes of this paragraph 4.5 and paragraph 4.6 below, Capacity Limit date is the date on which Developer applies for a building permit for construction which causes the Project unit count to exceed Capacity Limit to be provided by City pursuant to paragraph 4.4.

At any time Developer may pay the Permit Reimbursement Cost for any or all Dwelling Units and the cost shall be calculated as of the date of payment in accordance with the above formula. In any event, the Total Estimated Off-Site Improvement Cost, together with the interest factor as calculated in the above formula, shall be due on January 27, 2024.”

- Section 2.** Paragraph 5 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

**“Capital Growth Impact Fees.** In connection with the Project, Developer shall pay to City the capital growth impact fee on a per Dwelling Unit basis on or before issuance of a building permit for any Dwelling Unit, which

is assessed at the rate then in effect at the time of assessment (the "Growth Fees"). Developer's obligation to pay the Growth Fees set forth herein shall be limited to and shall not exceed the amount of \$2,850,000. The parties agree that the Growth Fees and lump-sum payment specified below in this paragraph together fully satisfy the condition described in Mitigation Monitoring Measure No. PS-I (a) for one fire truck and associated fire station upgrades. On or prior to the March 1, 2017, Developer shall pay to City an additional lump-sum payment in the amount reasonably requested by the City (not to exceed \$300,000)."

**Section 3.** Paragraph 7(c) of the Original Agreement is hereby amended to read as follows:

**"Development Design Review and Subsequent Entitlement Review.** City and Developer shall cooperate to expedite the development design review process, building plan review process, improvement plan review process, and if necessary, expedite the entitlement review process for the residential and commercial developments to be located within the Project as outlined in the Specific Plan (Chapter 8.0 – Administration and Implementation). Review of any application through any expedited process as provided by this subparagraph shall not be deemed to waive any of the Applicable Rules pertaining to review or approval of such application, including, but not limited to, a public hearing, if any, required therefore. Developer authorizes the imposition of City fees paid to the City sufficient to cover City's estimated costs of utilizing City staff, retaining an outside consultant or any combination thereof in order to expedite the review process. Any such process shall terminate upon the expiration or termination of this Agreement or the issuance of the final certificate of occupancy for development within the Project, whichever occurs first.

If Developer chooses to utilize an expedited plan check process for the review of improvement plans and building plans for the Project, within two (2) weeks of written request by Developer, City shall determine whether the City will retain an outside consultant for review of the Developer's improvement plans and building plans. Such outside consultant or City staff shall be at the sole selection of City and shall be paid for at the sole cost and expense of

Developer through the payment of an increased plan check fee set forth herein. Prior to the City's commencement of any expedited plan check for an improvement plan or building plan, Developer shall pay City deposit fee equal to one hundred and twenty percent (120%) of the then current plan review fee for review of an improvement or building plan ("Expedited Plan Check Fee"). Once a consultant is selected or City staff identified, City shall complete plan check review for improvement plans and building plans according to the following schedule:

First Plan check:	City shall provide complete comments and markup within 20 working days of submittal of a complete package.
Second Plan check:	City shall provide complete comments and markup within 15 working days of submittal of a complete package that responds to all markups and comments.
Any subsequent Plan check:	City shall provide complete comments and markup within 10 working days of submittal of a complete package that responds to all markups and comments.

Upon completion of plan check review and City deems the plan set is approved, the City shall calculate and provide permit fees to the Developer within 10 (ten) working days of plan set approval.

Should City determine, in its sole and absolute discretion, that the Expedited Plan Check Fee will be insufficient to cover City's actual costs of utilizing City staff, retaining an outside consultant or any combination thereof in order to



expedite the review process. City may increase the Expedited Plan Check Fee upon prior notice to Developer of the basis for the increased Expedited Plan Check Fee or have no further obligation to expedite review as set forth herein.”

**Section 4.** Paragraph 7(d) of the Original Agreement is hereby amended to read as follows:

**“Development Impact Fees.** In addition to the obligations set forth elsewhere in this Agreement, Developer shall be responsible for paying when due all Development Impact Fees in connection with development of the Project at the rates then in effect. Subject to all applicable laws then in effect, City shall have the right: (i) to charge and apply to the Property all Development Impact Fees and assessments as may be in effect at the time applicable to the Project; and (ii) to increase or otherwise modify any and all Development Impact Fees (including without limitation new categories of impact fees) applicable to the Project.

Notwithstanding any other provision or regulation relating to Development Impact Fees, the maximum amount of any traffic impact fee assessed shall be limited to no more than 10 percent (10%) above the rate then in effect on the date of issuance of the first building permit for a Dwelling Unit. The limitation set forth herein shall expire on July 1, 2021. After July 1, 2021, Developer shall pay the traffic impact fee then in effect on the date of issuance of a building permit for any Dwelling Unit.”

**Section 5.** Paragraph 7(g) of the Original Agreement is hereby deleted in its entirety and replaced with the following:

**“Financing Districts.** At City’s request, Developer agrees to the formation of one or more Financing Districts to be formed over all or part of the Property in accordance with this Agreement and applicable conditions of approval for Tract No. 5745. If formed, such Financing District or Financing Districts shall include the Property or a portion thereof within its boundaries for the purpose of funding the planning, design, construction and/or maintenance of public improvements required to be constructed, including, but not limited to: public parks; public landscaping; the Multi-Use Path (“MUP”), including exercise equipment in the MUP

area: the MUP bridge over Oxnard Boulevard; street lights; retaining walls, including the retaining wall on Oxnard Boulevard and Ventura Road; street trees; medians and sidewalks in the and adjacent to the Project; floodwalls, flood improvements, and flood protection facilities; storm water quality best management practices devices (such as storm water filters and grassy swales, etc.); Caltrans landscape area(s); school facilities and/or mitigation payments; as well as any other public improvement mutually agreed upon in writing by the City and Developer. If applicable law requires a vote by the landowners on formation or any financial aspect of a Financing District, Developer and its successors and assigns to any parcel which is subject to this Agreement shall cast an affirmative vote if requested to do so by the City; provided, however, that such consent shall not be deemed a waiver of the Developer's right to challenge or protest the manner in which the assessments from such district or districts are allocated to the various properties within the district and the amount of such assessments. Developer understands and agrees: (i) City may determine in its sole discretion to what extent, if any, it shall have financial liability for any bonds or other financial obligations of a Financing District; and (ii) that pursuant to adopted City policy, any bonds issued by any Financing District that create a City liability shall be paid off prior to the sale of any dwelling unit on any parcel securing any such bond." The use of such Financing District is currently intended only for specific purposes related to flood control and best management practices devices (storm water filters, etc). However, in the event other improvements or facilities contemplated to be financed and managed through private entities are not performed, those functions may be assumed by the Financing District. The use of such Financing District is not intended to expand or increase any obligation on the Project beyond those already contemplated under this Agreement and related approvals.

**Section 6.** Paragraph 8 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

**Quimby Fee Credit and In-Lieu Fees.** The City acknowledges, as specified in the Specific Plan, approximately 7.4 acres of the Project will consist of parks and open space areas, including among other things, parks, pocket parks, trails, and other open space areas. Developer

shall be required to develop and dedicate approximately 4.27 acres for parks on Lots A, B, C in "turnkey" condition ready for use by the public and acceptance of same by the City. City shall grant full credit ("Quimby Fee Credit") to Developer in an amount equal to the sum of the value of the land and costs reasonably incurred by Developer in connection with the engineering and construction of the approximately 4.27 acres of parks. In addition Developer shall design and construct Multi-Use Path ("MUP") within the Project as set forth in the applicable condition(s) of approval for Tract No. 5745. Notwithstanding any applicable condition(s) of approval for Tract No. 5745 to the contrary, upon acceptable of the MUP, City shall grant Quimby Fee Credit to Developer in an amount equal to the sum of the value of the land and costs reasonably incurred by Developer in connection with the engineering and construction of the MUP. Any Quimby Fee Credit shall be applied against Quimby Fees due for development within the Project. To the extent that, at the time of issuance of building permits for any portion of the Project, adequate Fee Credits do not exist to cover the applicable Quimby Fees, City shall not require the payment of Quimby Fees until the issuance of certificates of occupancy for that portion of the Project. If, at the time of issuance of certificates of occupancy, adequate Fee Credits still do not exist to cover the applicable Quimby Fees, Developer shall pay the Quimby Fees then due to City. The total amount of Quimby Fees necessary to develop the 4.27 acres of parks and additional park acreage for the MUP within the Project exceed the estimated Quimby Fee calculated for the project which is an amount equal to the sum of the value of the land and costs reasonably incurred by Developer in connection with the engineering and construction of the approximately 4.27 acres of parks and MUP within the Project. The parties acknowledge and agree that the total Quimby Fees set forth above are based on the Specific Plan entitlement of maximum 1,500 Dwelling Units.

**Section 7.** Paragraph 15.1 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

"Reserved."

**Section 8.** Paragraph 15.2 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

**“Santa Clara River Trail.** Within ninety (90) days after the effective date of the First Amendment to Development Agreement, Developer shall contribute an amount not to exceed \$120,000 to cover costs that Consultant may incur to plan and design the Santa Clara River Trail or, at Developer’s sole option, a multi-use path extension beneath the Caltrans Highway 101 Bridge on Ventura Road. Planning and design work on the Santa Clara River Trail, or alternative multi-use path, shall occur concurrently with planning and design work associated with the Ventura Road improvement plans. Developer shall provide the City evidence of payment and receipt to design consultant for either the Santa Clara River Trail or multi-use path beneath the Caltrans Highway 101 Bridge on Ventura Road. Developer shall not receive Air Quality Fee Credit for the design of this improvement.

Notwithstanding any other provision to the contrary, upon City’s acceptance of said improvements, City shall grant credit to Developer in an amount equal to one half the sum of the value of the land and costs reasonably incurred by Developer in connection with the engineering and construction of the Santa Clara River Trail or multi-use path. Said credit shall be applied towards any Air Quality Fees that Developer is obligated to pay pursuant to the Applicable Rules. If Developer does not receive a credit pursuant to this paragraph, City shall not be required to reimburse, or provide Developer credit for, any air quality fees or any other Development Impact Fee as consideration for the obligations set forth in this paragraph 15.2.”

**Section 9.** Paragraph 16.2 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

“Reserved.”

**Section 10.** Paragraph 16.3 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

**“Golf Course Development Fee.** Developer shall pay City \$3,000,000 for the Golf Course Development Fee, as follows: (i) a one-time payment of \$550,000 shall be made to the City by the Developer prior to June 1, 2016 and (ii) commencing with the issuance of the first building permit for the first for-sale Dwelling Unit and each time a building permit is issued thereafter for a for-sale Dwelling Unit until

the Project is completed, a fee of \$4,382.83 per unit.”

**Section 11.** Paragraph 16.4 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

“**Metrolink Train Platform.** City may require Developer to construct the Metrolink Train Platform if, and only if, Union Pacific Railroad and Ventura County Transit Commission deem a platform is necessary within the Project and such condition is imposed on or before January 31, 2017. Otherwise, City shall impose standard transit requirements, which may include design and installation of secure bicycle storage, park and ride parking stalls, and turnout for Metrolink shuttle service in accordance with the Applicable Rules.”

**Oxnard CRFL Partners, LLC**  
**Cost Associated with Parks B/C**  
**As of 2019-05-15**

Acres 2  
 Per Acre 401,294

	<b>Committed</b>	<b>Invoiced</b>	<b>Paid</b>
<b>Land Value</b>	802,588	802,588	802,588
<b>Job Cost Entries</b>			
Civil Eng	69,800	69,800	64,980
Soils Eng	25,099	4,909	4,909
Utility Consultant	1,800	1,800	1,800
Landscape Architecture	124,200	124,200	124,200
Other Engineering	16,795	15,262	14,517
Permits/Fees/Bonds	85,389	85,389	85,389
Property Tax	20,480	20,480	20,480
Lot B/C Construction *	2,406,941	1,829,862	1,769,436
<b>Total Job Cost</b>	2,750,504	2,151,701	2,085,710
<b>Total with Land Alloc</b>	3,553,092	2,954,289	2,888,298

**\* Lot B/C Construction Break-down**

Storm Drain	152,934	152,934	152,934
Dry Utilities	68,531	64,525	42,316
Landscape/Irrigation	698,514	420,873	417,317
Hardscape	1,049,830	822,474	797,877
Site Lighting	166,450	152,050	152,050
Offsite Insp	6,444	5,471	4,851
Grading	114,559	103,176	103,176
Native Amer Monitoring	4,800	4,620	4,620
Mobilization	2,760	2,760	2,760
Decorative Paving	76,213	51,471	51,471
Fencing	19,335	19,335	19,335
Landscape Maintenance	35,815	19,415	11,080
Indirects	10,758	10,758	9,649
	2,406,941	1,829,862	1,769,436

# **TENTATIVE TRACT NO. 5745**

## **OXNARD VILLAGE**

**Park Locations: Lots A, B, & C**



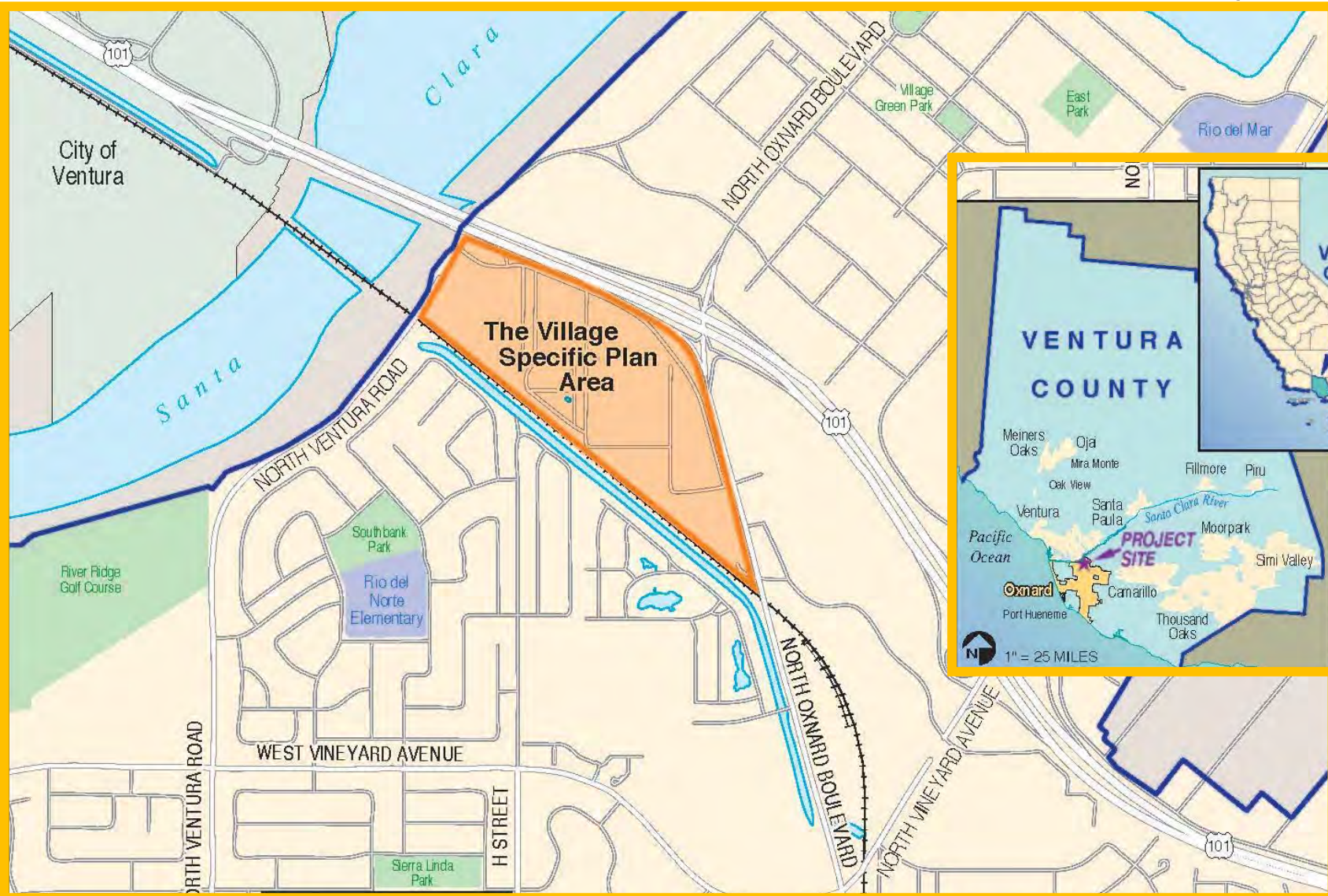
# OXNARD VILLAGE SPECIFIC PLAN (WAGON WHEEL) QUIMBY FEE CREDIT

Kathleen Mallory, Planning and Sustainability Manager  
Community Development Department

City Council Meeting  
July 2, 2019



## Vicinity Map



- Oxnard Village Specific Plan (62 acres)
- Adopted January 2009
- Provides Infrastructure Plans, Guidelines, Standards & Regulation for:
  - 1,500 Dwelling Units
  - 50,300 sf Commercial
  - 7.4 ac Parks & Open Space



January 2009

## *The Village* SPECIFIC PLAN



City of Oxnard , CA

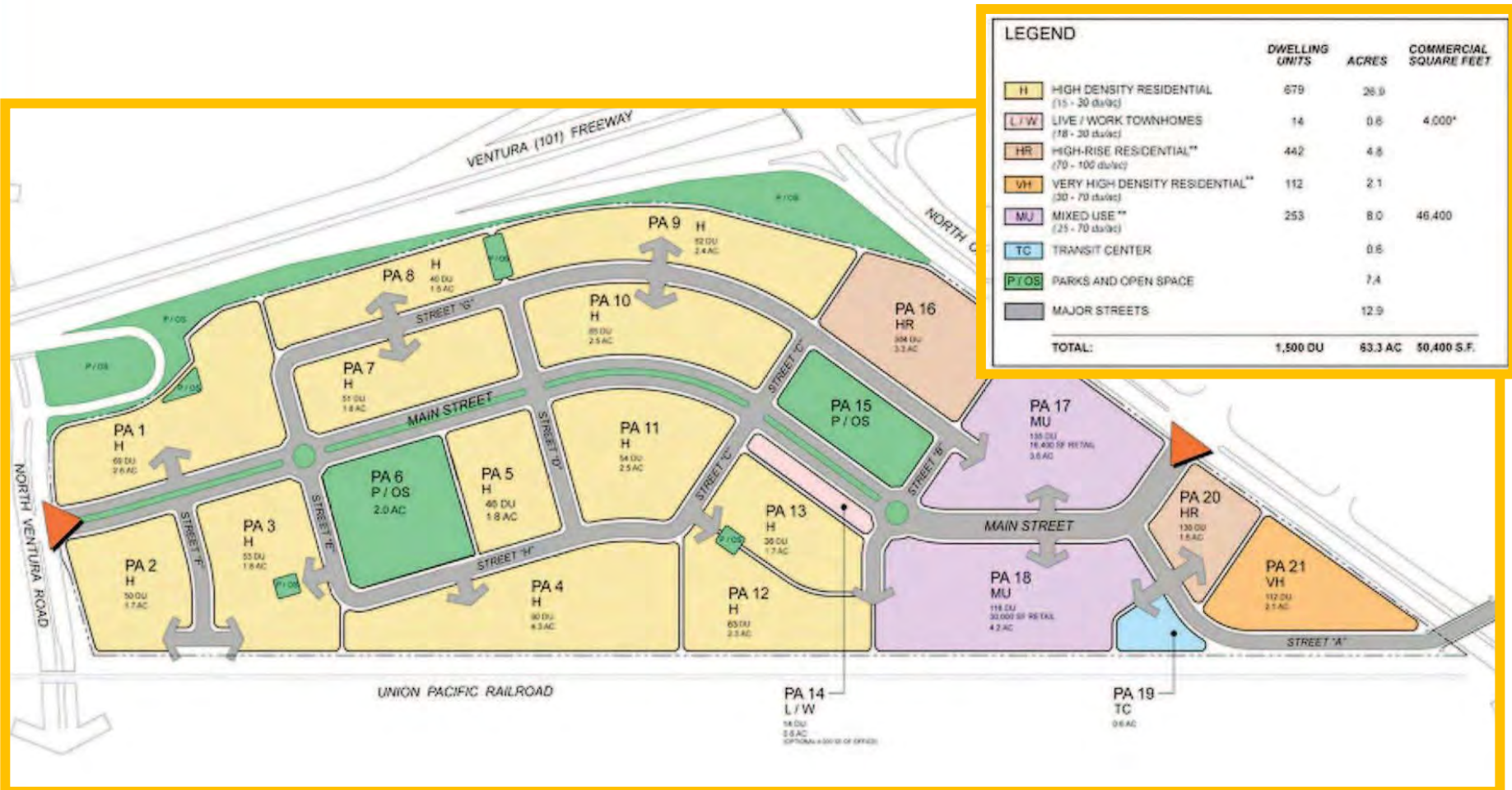
PREPARED BY: THE DALY GROUP  
31238 VIA COLINAS, SUITE F  
WESTLAKE VILLAGE, CA 91362  
TEL: (818) 889-7252 FAX: (818) 889-7085

CONSULTANTS: McLARAND VASQUEZ EMSIEK, Architect  
MJS DESIGN GROUP, Landscape Architect  
HUITT-ZOLLARS, Engineer  
GEO SOILS, Geotechnical Engineer  
NELSON/NYGAARD, Traffic Engineering

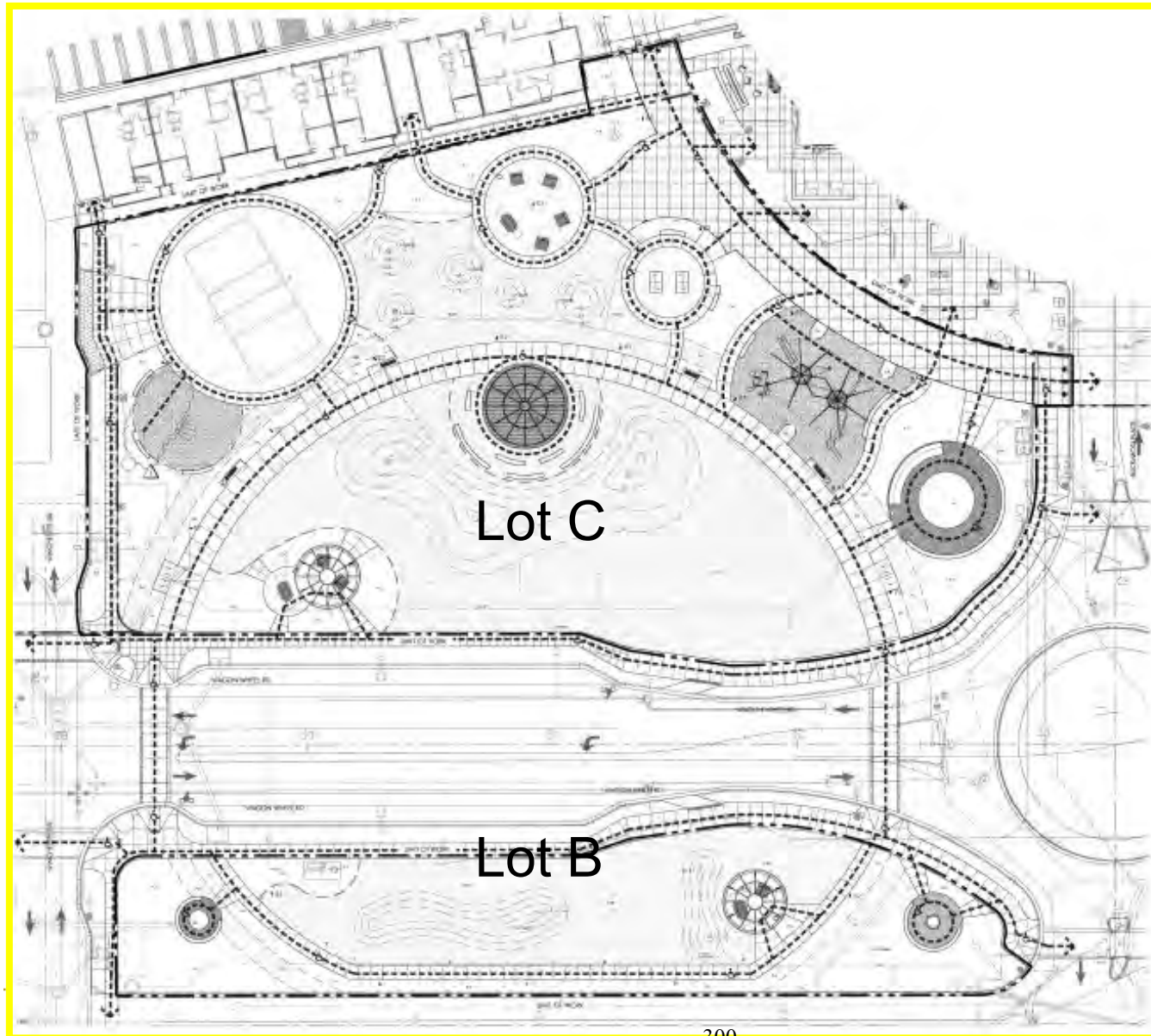
DEVELOPER: OXNARD VILLAGE INVESTMENTS, LLC.  
250 CITRUS GROVE LANE, SUITE 250  
OXNARD, CA 93036  
TEL: (866) 380-7793 FAX: (866) 380-7793



## 2008 Oxnard Village Specific Plan Land Use Map



- In July 2015 City Council approved DA Amendment.
  - Paragraph 8 – Develop & dedicate to City completed parks on Lots A, B & C. Upon acceptance of the parks, City will grant Developer Quimby fee credits for land & construction expenses of parks.
  - Paragraph 7(g) - CFD required for funding maintenance of parks.



## Lots B & C Tract 5745



# PARK IMPROVEMENTS

ITEM M-1



- Developer has completed Parks on Lots B & C (1.98 acre); they are available for public use.
- Developer is maintaining parks through Homeowners Association (HOA) at no cost to City or CFD.
- Developer reported \$2.9 million expenses for Park development (hard and soft costs). Pending Quimby obligation for projects under building plan check = \$2.7 million.

- Intent of City's Quimby is to ensure adequate park space is available for residents of new developments.
- Since subject park space is completed & available to the community, early issuance of Quimby credits is consistent with intent & purpose of the regulations.
- Once adequate CFD funds have been generated to pay for maintenance, the City will accept the parks & the CFD will assume the costs of maintaining the parks; this is anticipated in be in February 2020.



That City Council authorize early issuance of Quimby fee credits for the Wagon Wheel Project.



# Discussion



**CITY COUNCIL AGENDA REPORT**  
**REPORTS**  
**AGENDA ITEM NO. M.2.**

**DATE:** July 2, 2019

**TO:** City Council

**FROM:** Jeffrey Lambert, Community Development Director, (805) 385-7882, jeffrey.lambert@oxnard.org

**SUBJECT:** 2013-2021 Mid-Cycle Housing Element 2018 Annual Progress Report. (10/10/10)

**RECOMMENDATION**

That the City Council receive and file a report summarizing the 2018 Annual Progress Report (APR) filed with the Department of Housing and Community Development (HCD) on April 1, 2019.

**BACKGROUND**

Since 1969, California has required that all cities and counties adopt a housing element as part of their general plan guided by the eight-year Regional Housing Needs Assessment (RHNA) process with specific content requirements known collectively as "housing-element law." HCD reviews each housing element to determine whether it complies with housing element law, leading to HCD certification. Once the housing element is certified, each jurisdiction is required to submit an Annual Progress Report (APR) on the progress in implementing their respective housing element goals, policies, and programs (Government Code Section 65400(2)). The APR tracks housing development by four income categories: very low, low, moderate, and above moderate. The APR must be submitted to HCD and the Governor's Office of Planning and Research (OPR) by April 1 of each year covering the previous calendar year.

For Oxnard and Ventura County, the current RHNA housing element planning period is 2013 to 2021, the City's 2013-2021 Mid-Cycle Housing Element (Housing Element) was adopted in October of 2017, and HCD certified the Oxnard Housing Element in January of 2018. The APR was electronically transmitted to HCD and OPR on Thursday, March 28, 2019 in compliance with the statutory deadline.

**ANALYSIS**

The APR has seven tables, summarized below:

Table A Housing Development Applications Submitted (in calendar 2018)

- 49 residential development applications filed.
- 37 of the 61 applications were for Accessory Dwelling Units (ADU).
- Affordability levels for total of 156 units in 49 applications:

4 very low  
 37 low (all ADU's)  
 115 above moderate

Table A-2 Entitled, Building Permit Issued, or Certificate of Occupancy by Affordability

- Development permitting/entitlements approved for 615 units:

36 very low  
61 low  
81 moderate  
437 above moderate

- Building permit(s) issued for 427 units:

51 very low  
230 low  
146 above moderate

- Certificate of Occupancy issued for 165 units:

71 low  
94 above moderate

Table C Sites Identified or Rezoned to Accommodate Shortfall Housing Need

- In 2018, no parcels were rezoned because capacity existed throughout the year for the remaining RHNA need.
- The APR and the Housing Element serve different but related purposes. The APR is an annual report of actual housing development activity by affordability level while the Housing Element identifies land zoned for possible development that, cumulatively, accommodates the remaining RHNA allocation after subtracting actual development since 2014, the beginning of the current RHNA cycle. The Community Development Department maintains a list of projects and possible development sites that do not appear in the APR because no applications, entitlements, permits, or certificates of occupancy were issued in 2018.
- Below is an update of the 2013-2021 Mid-Cycle Housing Element, Table F-1, documenting the additional and reallocated capacity to accommodate the RHNA. As shown in column H, the City has surplus capacity (i.e. opportunities) to meet all categories of the remaining 2013-2021 RHNA, after updating data through 2018. The City will continue to monitor AAHOP capacity and development and will revisit these data in early 2020 for the 2019 Annual Progress Report.

Table D Housing Program Progress Report

- Attachment A is the report on the 31 Housing Element programs.

Table E Commercial Development Bonus Approved

- The City has no commercial development bonus program and did not approve any project that could be characterized to include a commercial development bonus.

Table F Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites

- No units were in this category.

**Table F-1 Comparison of Site Capacity and the Regional Housing Need Allocation (2018)**

	A	B	C	D = B+C	E	F	G	H=E-F-G
Income Group	RHNA	Units Built 2014-2018	U/C or Approved Projects	Total Progress	Remaining RHNA	AAHOP Inventory Capacity/ Vacant Land	Projected ADU Capacity Thru 2021	Surplus over Remaining RHNA Need
	Table D-1	Table D-2	Table D-3		Table D-4	Table S2-1 and Table S2-2		
Extremely Low	1,688	131	40	171	1,517	1,773	150	148
Very Low								
Low	1,160	671	231	902	258	250**	--	124
Moderate	1,351	375	850	1,225	126			
Above Moderate		408				500**	--	344
Above Moderate DOF*	3,102	462	2076	2,946	156			
	7,301	2,047	3,197	5,244	2,057	1,773	150	616

\* DOF Reports E-5 2013 to 2018 calculate to 462 additional units, assumed to be above moderate.

\*\* Downtown Code project anticipates 1,100 units. Lower income units listed in AAHOP inventory.

## 2021-2029 REGIONAL HOUSING NEEDS ASSESSMENT (RHNA) UPDATE

The Southern California Association of Governments (SCAG) is in the process of developing the sixth-cycle RHNA allocation plan for the period October 2021 through October 2029. The sixth-cycle RHNA is coordinated with the 2045 Regional Transportation Plan (RTP) and the Sustainable Communities Strategy (SCS), the state-mandated plan for reducing greenhouse gas emissions from cars and light trucks through integrated transportation, land use, housing and environmental planning. SCAG began the 2021-2029 RHNA process in 2018 by requesting its 192 cities and six counties (Ventura, Los Angeles, Orange, Riverside, San Bernardino, and Imperial) to update and correct population, employment, and housing projections and a range of geographic databases (General Plan, zoning, 2016 land use, infill sites). Oxnard staff completed this work on schedule last year. SCAG intends to utilize this “Bottom-Up Local Input and Envisioning Process” to explore local growth scenarios that collectively meet the yet-to-be-determined 2021-2029 SCAG RHNA target. Several “Connect SoCal” public workshops were held in May and June in several Ventura County locations. Once SCAG adopts RHNA allocations for every city and county in late 2020, Oxnard has until October 2021 to adopt its required 2021-2029 Housing Element. The City’s 2021-2029 RHNA housing allocation is anticipated to be determined by SCAG in mid-2020.

Currently, SCAG is developing a RHNA allocation methodology that incorporates local planning factors identified by State law. Planning staff completed and submitted the planning factors survey to SCAG on April 30, 2019. The factors that will impact our upcoming RHNA numbers include overcrowding, water availability, proximity to public transit stations, and preservation of agricultural land, to name a few factors. Even with consideration to these factors, it is likely that the City’s 2021-2029 housing allocation will increase. Mayor Pro-Tem Ramirez is the SCAG RHNA methodology subcommittee member representing Ventura County.

## 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 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.

This agenda item supports the Economic Development strategy. The purpose of the Economic Development strategy is to develop and enhance Oxnard's business climate, promote the City's fiscal health, and support economic growth in a manner consistent with the City's unique character. This item supports the following goals and objectives:

Goal 1. Create vibrant and economically sustainable commercial, industrial and retail industries throughout the City.

Objective 1a. Focus available resources on a comprehensive effort to promote economic activity in Oxnard, including a marketing program that communicates the City's available resources and assets.

Goal 5. Revitalize Oxnard's downtown and pursue economic development opportunities.

Objective 5a. Develop a vision and plan (with timelines) for downtown revitalization to create a vibrant center for our community, emphasizing cultural arts, diversity and historic assets.

## **FINANCIAL IMPACT**

Preparation and submission of the APR is required by State law. The State does not directly compensate the City for staff and consultant costs associated with the APR. Timely filing of the APR continues to qualify the City for a range of State grants and programs for which compliance with housing element law is a requirement.

## **COMMITTEE OUTCOME**

This report was presented to the Housing and Economic Development Committee on May 14, 2019. The Committee accepted the Annual Report and asked questions regarding the upcoming Regional Housing Needs Assessment (RHNA) process concerning the methodology for assigning RHNA numbers to the City of Oxnard and the parameters within which these decisions would be made. It was suggested that staff provide additional information on the upcoming RHNA methodology and decision-making when that is provided by the Southern California Association of Governments in the fall of 2019.

*Prepared by: Chris Williamson , Contract Planner*

## **ATTACHMENTS**

1. Attachment A - 2018 Annual Progress Report Table D
2. CC 07.02.19 Housing Element 2018 Annual Progress Report (1)

2018 Annual Progress Report Table D			
Program Implementation Status pursuant to GC Section 65583			
<b>Housing Programs Progress Report</b> Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Program 1: Code Compliance Program	Ensure compliance with City codes, with a focus on garage conversions and unpermitted additions. 600 cases per month.	Ongoing	<p>Program 1 is an ongoing program with no specific objective for calendar year 2018.</p> <p>In 2018, the Code Compliance Division had a staff of eight field officers and one manager who carried an average of 300 cases per month. The types of cases related to residential properties are, from most to least, as follows: substandard housing, property maintenance, zoning violations, weed abatement, inoperable vehicles, and encroachments.</p> <p>Community Development also implements this program through the permit review process for additions and/or new development. On every discretionary permit, standard a condition of approval require maintenance of property and removal of graffiti within five calendar days.</p> <p>Code Compliance inspectors meet regularly with Community Development building inspector field staff and the City Attorney's Office to coordinate and prioritize the Code Compliance workload. The majority of cases referred involve home improvements completed without permits (replacement windows, water heaters, etc.), substandard housing including conversion of garages or internal subdivisions to create illegal living quarters that violate Building, Housing, Health and Safety, and Zoning Codes.</p>

Program 2: Citywide Homeowner Repair Program	Provide loans to rehabilitate 25 very low- and 25 low- income homes annually as funding allows.	Seek funding annually	<p>Program 2 is an ongoing program with an annual objective of 50 rehabilitation loans to lower income households, as funding allows.</p> <p>During 2018, the Housing Department assisted six lower-income families with rehabilitation loans: two loans with low-income families, one loan with a very low-income family, and three loans with extremely low income families. The average loan was for \$32,165 and the total of the six loans was \$192,987. All of the loans were funded with CDBG funds. While an estimate of 50 annual home repair loans may have been an appropriate estimate at the time the original goal was set, a more appropriate annual target should be 6 to 10 loans given available resources, the average home repair loan amount, and applications received. The Housing Department will work with the Code Compliance staff to inform homeowners of the this homeowner repair program and will continue to market the program to assist in increasing the number of eligible homeowners throughout the City that participate in the program.</p>
Program 3: All-Affordable Housing Opportunity Program (AAHOP) and “-AH” additive zone designation	Rezone AAHOP sites with the -AH additive zone designation and continue to maintain a running AAHOP inventory that meets or exceeds the remaining RHNA allocation need.	Place -AH additive zone designation on new sites within 180 days of HCD certification of the 2013-2021 Housing Element	<p>Program 3 is a one-time program to be completed by 2018.</p> <p>On October 10, 2017, the City adopted its 2013-2021 Mid-Cycle Housing Element (Resolution 15,060) which was subsequently conditionally certified by the Department of Housing and Community Development (HCD) on January 11, 2018. The certification was conditioned on “...timely and effective implementation of remaining commitments in Programs 3, 6, 25, 26, and 29.” At that time, staff anticipated an increase in Program 3 AAHOP sites to accommodate 264 lower income units to meet the remaining unmet Regional Housing Needs Allocation (RHNA). During 2018, staff reviewed Accessory Dwelling Units (ADU) permitting activity as an alternative source of lower income units to satisfy the remaining RHNA need. A total of 53 ADU permit applications were filed in 2017 and 2018 of which 40 are permitted and/or under construction and the remainder are being ministerially processed. Based on the ADU permits filed and</p>



			<p>continued strong public interest, the Planning Manager expects to be able to ministerially approved 50 affordable ADUs per year for the remainder of 2019, 2020, and 2021 for a total of 253 ADUs. These units are able to be counted towards the remaining RHNA lower income unit need. With the Program 3 lower income need of 264 units now being met by ADUs and additional rental units having been provided by other projects based on their advertised rental rates, there is no need to identify additional AAHOP sites under Program 3.</p> <p>Program 3 also noted that the citywide General Plan Consistency Re-Zoning program could be opportunity to rezone several AAHOP sites, but was not a requirement of Program 3. The consistency rezoning program is in progress and expected to be completed by the end of 2019.</p>
Program 4: Urban Village Program	Implement the 2030 General Plan Urban Village Program	End of 2021	<p>Program 4 is an ongoing program with no specific objective for calendar year 2018.</p> <p>During 2018, Planning staff continued to evaluate the Teal Club Specific Plan, the conceptual Northeast Community Specific Plan Specific Plan amendment (Maulhardt 107 acres), and the Fisherman's Village redevelopment to ensure consistency with General Plan Urban Village policies. The policies are intended to provide and promote a pedestrian orientation to reduce vehicle trips and vehicle miles traveled and, therefore, reduce greenhouse gas emissions. Community Development will continue to consider renaming this program "Transit-Oriented Development Neighborhood, District, or Corridor."</p>
Program 5: Parcel Assemblage	Support State legislation that enables site assembly through creation of a tax-increment supported program or district.	Implement as feasible during planning period if State legislation and/or programs enable a tax-increment or similar program that	<p>Program 5 is an ongoing program with a 2019 objective to review the program effectiveness.</p> <p>During 2018, no progress in this program was achieved as no state-level program was initiated and there are inadequate City funds to finance a parcel assembly program. Community Development will</p>

		leads to funding for site assembly.	continue to monitor enabling legislation and seek funding.
Program 6: Zoning Code Amendments	Revise Zoning Code to comply with recently adopted state law.	2017 for Chapter 16 amendments 2018 for Chapter 17 (Coastal Zoning) amendments 2019	<p>Program 6 is a program with implementation during 2017, 2018, and 2019.</p> <p>Most of the Program 6 objectives were accomplished with the adoption of a zone text amendment in conjunction with the 2013-2021 Mid-Cycle Housing Element on October 10, 2017. During 2018, Planning prepared a zone text amendment to update Accessory Dwelling Unit (ADU) regulations to be consistent with additional State ADU legislation that was adopted in 2017 and became effective January 1, 2018. This second ADU zone text amendment includes the following: clarification that passageways cannot be used to connect an ADU to the primary unit; clarification that an ADU will have separate bath, full kitchen facilities, and a separate or combined living area, and sleeping areas; added text regarding utility connection fees consistent with State Law, a added text that the ADU has a separate primary entrance; reduction in the minimum ADU floor area to 220 gsf., added text to allow the ADU floor area to be determined by the total primary unit floor area that includes a concurrent primary unit floor area addition, added text regarding parking consistent with State Law, clarification that fire safety access could be a sufficient reason to increase an otherwise allowed ADU minimum setback requirement, added text that an ADU is allowed in the CBD and C-2 zones with a special use permit and that the CBD zone is subject to possible Downtown Development Code amendments, and added a discretionary review process for larger properties with a relatively small existing primary dwelling unit that allows for development of a new primary unit and re-designation of the existing unit as the ADU.</p> <p>In 2018, the Planning Division prepared drafts of several sections for the Chapter 17 Coastal Zoning Code update as part of the Local Coastal Program (LCP) comprehensive update. The LCP update is</p>

			taking longer than anticipated. The LCP Update objective is to fully draft the LCP policies that are the basis of a Coastal Zoning update.
Program 7: Housing Permitting Process Review	Review and streamline permitting process, especially for AAHOP projects, second units, and manufactured housing.	Annually and as project applications are submitted.	<p>Program 7 is a partially completed program for ADU and AAHOP projects. The program remains ongoing in terms of continuous review of the permitting process.</p> <p>During 2018, Community Development filled a newly created position, Permit Coordinator, to assist in the building permit process, and the Planning Division filled two vacant positions and was fully staffed by the end of 2018. During 2018, three AAHOP projects were entitled for a total of 91 lower income units (Cypress Gardens Special Needs [30 units], 2161 Etting Road Cabrillo Farmworker Housing [42], and 234 Johnson Rd [19]). Two AAHOP projects were approved by the Development Services Director while one project with a State Density Bonus had to go to Planning Commission for approval. There were no projects involving manufactured housing in 2018 and no changes are anticipated to City permitting regulations or procedures involving manufactured housing.</p>
Program 8: SOAR Affordable Housing Exemption Study	Develop guidelines for the possible use of the affordable housing exemption in the SOAR ordinance.	During the planning period, if needed.	<p>Program 8 has a completion target year of 2019.</p> <p>As documented in the 2013-2021 Mid-Cycle Housing Element, SOAR has not been an impediment to development of affordable housing. Affordable housing is being developed and AAHOP sites are available without need to use the 20-acre per year Oxnard SOAR affordable housing exemption. This program will likely not be needed through the end of this RHNA planning period.</p>
Program 9: Farmworker Housing Program	Review and pursue farmworker housing opportunities. Amend the Zoning Code to comply with state law regarding Employee	Initiate historic evaluation of the Camp Vanessa camp and prepare	<p>Program 9 has an intermediate completion target year of 2019 and then remains ongoing.</p> <p>As documented in the 2013-2021 Mid-Cycle Housing Element, several</p>

	(farmworker) Housing. At least three projects to be at least in pre-development planning with a qualified nonprofit developer.	brochure by 2016; Amend Zoning Code to comply with Employee Housing Act by 2018; continue to participate with House Farmworkers stakeholders and their projects and meet with the group at least twice a year.	<p>farmworker developments have been completed in the City utilizing a variety of local, federal, and state funding sources. The zone text amendments adopted in tandem with the 2013-2021 Mid-Cycle Housing Element brought the code into compliance with State Employee Housing law. The 42-unit Etting Road farmworker housing project and a remodel of the Garden City Labor Camp were approved in 2018. The labor camp facility has many upgrades that greatly improve the quality of life, address security concerns, and extends the life of the facility used by H2A visa guest workers. The City did not conduct a historic evaluation of the Camp Vanessa “Bracero” farm labor facility but did work closely with its new owners to accept a ministerial application for an extensive remodel (formally filed in 2019) that will extend the life of the facility with a capacity of up to 500 H2A visa workers. The City did not develop an informational brochure. Planning staff attended the HouseFarmWorkers monthly meeting on two occasions. Therefore, the initial portion of this objective was completed.</p> <p>Planning Division staff continue to work with farmworker stakeholders and the nonprofit community to discuss possible options for locating suitable and available sites for farmworker housing. The Housing Department will continue to seek development partners and funding that can be used to develop affordable farmworker housing.</p>
Program 10: Inclusionary Housing Program	Produce 50 units per year on average on-site, in-lieu fees lead to average of 30 units per year. No units are counted toward RHNA, as they are not considered certain by HCD.	Monitor annually and ongoing. 2017, 2018	<p>Program 10 has intermediate completion target year of 2017 and 2018 and then remains ongoing.</p> <p>In 2016, Community Development prepared a draft ordinance to codify the Inclusionary Housing Program ordinance into the Zoning Code. Staff expects to present the ordinance for adoption when the in-lieu fee analysis is completed in 2019.</p> <p>During 2018, the development of five affordable units were funded with funds collected from inclusionary housing in-lieu fees. Two units</p>

			<p>were rental units in a 40-unit 100% affordable rental development to house veterans. This development was under construction in 2018 and is scheduled to be completed in 2019. Three of the units were single-family homes in a 100% affordable homeownership development that included a total of 6 single-family homes that were completed and sold to income-qualified families in 2018.</p> <p>In an effort to increase the number of affordable units developed with in-lieu fees, the City is currently in the process of conducting a study to increase the amount of in-lieu fees collected from residential housing developers. The City's current in-lieu fee is greatly below that of other jurisdictions and insufficient to develop and meet the City's affordable housing needs.</p> <p>In 2018, 5 on-site inclusionary affordable units were provided in 2 development projects. These units are being counted towards the City's RHNA target.</p> <p>The 2013-2021 Mid-Cycle Housing Element does not include any inclusionary units towards meeting the RHNA target until the projects are approved and have an inclusionary condition of approval.</p>
Program 11: Homeownership Assistance Citywide	Assist a total of 40 households annually.	Ongoing	<p>Program 11 is an ongoing program with an annual objective of assisting 40 households to purchase their housing.</p> <p>During 2018, Oxnard provided homeownership assistance funded by HOME, CalHome, BEGIN, in-lieu fees, and CDBG. A total of 19 households were assisted with a total of \$805,591 in funding. The average loan was for \$42,400. In addition, the Housing Authority conducts a Family Self-Sufficiency (FSS) program to help families save money for a home or other special needs. In 2018, one public housing FSS family transitioned to homeownership. While homeownership assistance averaged at least 40 households a year between 2014-2016, the elimination of HERO homeownership assistance funding (former</p>

			redevelopment agency funding through the City's Community Development Commission (CDC)) and a lack of sufficient available affordable housing in the local real estate market for low-income families has resulted in a reduced number of first time homebuyer loans issued. Given current and available resources, a more realistic annual target may be 16 to 20 annual households assisted.
Program 12: Mortgage Credit Certificate (MCC)	Continue working with the Ventura County Consortium to distribute funding and work toward Oxnard residents using at least 6 mortgage Credit Certificates per year.	Ongoing and as far as first-time homebuyers' applications are pursued.	<p>Program 12 is an ongoing program with an annual objective of assisting six households to purchase their housing.</p> <p>The City is continuing to work with the Ventura County Consortium. During 2018, 15 Oxnard residents received MCC, as reported by the Ventura County Consortium, exceeding the City's goal of 6 MCCs issued to Oxnard residents.</p>
Program 13: Financial and Regulatory Assistance	Continuing to provide financial and regulatory assistance.	Pursue AHSC funding annually beginning in 2015.	<p>Program 13 is an ongoing program with no specific objective for 2018.</p> <p>During 2018, no applications were filed for AHSC funding. Community Development will continue to evaluate projects for AHSC applications. The challenge is showing significant Greenhouse Gas (GHG) reductions to score well against other AHSC applications and the costs of preparing the applications.</p>
Program 14: Shelter Development Program	Continue to work toward development of a year- round emergency shelter.	Amend Zoning Code to fully address SB 2 requirements for transitional and supportive housing by 2019.	<p>Program 14 has an intermediate completion target year of 2019, and then remains ongoing.</p> <p>Per information included in the certified 2013-2021 Mid-Cycle Housing Element, the City has completed SB2-related Zone Code updates. During 2018, the Commission on Homelessness was kept abreast of developments towards meeting this objective at their monthly meetings. The Community Development and Housing Departments are working on a partnership with the City of Ventura and the County of Ventura to develop year-round shelters in both jurisdictions, along with contracting with Mercy Housing to operate the permanent</p>

			shelter. The operation of the permanent year-round shelter is scheduled for December 2019.
Program 15: Homeless Assistance	Continue to implement program with shelter for women and children and winter warming service that averages 700 person-nights.	Ongoing through planning period.	<p>Program 15 is an ongoing program with no specific objective for 2018.</p> <p>During 2018, Homeless Services implemented and assisted the adults with children shelter at Gabriel's House with 45 persons a night. The winter warming shelter met its goal of serving 700+ unduplicated persons annually. (Note that there is a correction to the goal listed, the intent was to set a goal of assisting at least 700 persons annually not average 700 persons per night). Homeless Services continues to assist Grants Management and the Oxnard Housing Authority with CDBG, ESG and HUD-VASH. Currently, staff is facilitating \$249,000 in CDBG funds for design and remodeling at Gabriel's House, utilizing \$200,000 for emergency shelter assistance, providing ESG sub-recipients with monitoring and technical assistance and awaits the placement of HUD-VASH recipients for the Ormond Beach Project. Homeless Services has also developed 1.5 million dollars in Measure O funds and 1.5 Million in State HEAP funding to build and operate the permanent year -round shelter through a tri-party agreement with the City of Ventura and County of Ventura in order to assist homeless and at-risk individuals and families.</p>
Program 16: At-Risk Household Assistance	Continue to monitor assisted units, and if any become at risk, work with property owners to develop a strategy to maintain any at-risk through 2023.	As needed through 2023.	<p>Program 16 is an ongoing program with no specific objective for 2018.</p> <p>As documented in the 2013-2021 Mid-Cycle Housing Element, Section B-7, there are no assisted units at-risk within the current planning period. Community Development will continue to monitor assisted units, and if any become at risk, work with property owners to develop a strategy to maintaining their affordability.</p>
Program 17: Fostering Self-Sufficiency	Support community-based organizations to assist a minimum of 90 households annually, with	Annually and ongoing. 2017, 2018, 2019,2020-2021	Program 17 is an ongoing program with an annual objective of assisting 90 households.

	Oxnard residents compromising a minimum of 80 percent of those assisted, with a program goal of 100 percent.		During 2018, the goal of assisting a minimum of 90 families was met. Forty (40) Public Housing and 42 Section 8 low-income families participated in the Family Self-Sufficiency program. Of these families, three public housing and four Section 8 families graduated from the FSS program. One FSS family purchased a home and three FSS families (1 Section 8 and 2 public housing families) transitioned out of subsidized housing. For the reporting period 03/23/17-03/23/18, there were 400 individuals enrolled in various programs facilitated by the ROSS Services Coordinator. Ross programs include participation in employment training/mentoring programs, tutoring programs, GED attainment programs, job retention activities, and basic office skill workshops. All of these programs will complement a family's goal of moving out of assisted housing. However; there are often other factors that affect a family's ability to transition.
Program 18: Section 8 Assistance Program	Continue to participate, encourage property owners to register units, and seek to raise the payment standard as needed.	Seek new vouchers and/or to raise the payment standard as needed annually.	<p>Program 18 is an ongoing program with no specific objective for 2018.</p> <p>On average 1,586 vouchers were in use in 2018 which does not include project based vouchers issued for the Las Cortes Project which was fully leased in 2019. The housing wait list was not opened in 2018, but was officially opened in 2019 01/15/19 at 9:00 a.m. As of 02/11/19, approximately 3,900 applications were received.</p> <p>During 2018, Housing Authority staff encouraged all landlords to register their available units/properties on the "Go Section 8" website/portal which can help landlords to market their units at no cost. In addition, Section 8 staff educated potential landlords on the benefits of accepting the Section 8 program. Services offered to Section 8 landlords included the recently activated landlord on-line web-portal which offers the convenience of access to the ledgers and inspections for units that are currently rented to Section 8 program participants. The payment standard was increased/decreased on an annual basis when the Fair Market Rents were revised/published by HUD. The total number of Housing Choice Vouchers that were</p>



			available in 2018 was 1,825.
Program 19: Fair Housing Services	Continue to implement and advertise the program in cooperation with the Housing Rights Center. Average 320 per year.	Ongoing.	<p>Program 19 is an ongoing program with no specific objective for 2018.</p> <p>During 2018, the City continued contracting with the Housing Rights Center to provide individual case management and investigation services to Oxnard Residents, housing providers, and home seekers. This contract is entirely funded with CDBG funds. In 2018 the goal of 320 client contacts was met. There were at least 333 contacts (143 client households, about 160 paper distributions, 26 attendees at training sessions, and an unknown number of website contacts for Oxnard residents).</p>
Program 20: Energy Conservation	Increase public awareness and information on energy conservation opportunities and assistance programs for new and existing residential units, and comply with state energy conservation requirements.	Advertise programs and implement project-related standards as feasible when development applications are received.	<p>Program 20 is an ongoing program with no specific objective for 2018.</p> <p>During 2018, Community Development continued to post and distribute information on currently available weatherization and energy conservation programs to residents and property owners through annual mailings in City utility billings and distributed program information to community organizations and at municipal offices; Community Development continued to enforce state requirements, including Title 24 of the California Code of Regulations, for energy conservation in new residential projects and encouraged residential developers to employ additional energy conservation measures for the siting of buildings, landscaping, and solar access; and Community Development continued to encourage development of affordable housing units that utilize passive or active energy saving features (e.g. solar panels, efficient appliances, and efficient building materials).</p>
Program 21: Report Housing Element Implementation	Report annually on accomplishing the goals, policies, and programs that fulfill state law requirements.	Report Annually. 2017, 2018, 2019, 2020-2021	<p>Program 21 is an ongoing program with an annual objective of filing the Annual Progress Report (APR) by April 1 for the preceding calendar year.</p> <p>The 2018 APR was filed on the April 1, 2019 deadline. All previous APR</p>

			were filed by their respective due dates.
Program 22: Reasonable Accommodation	Continue to implement reasonable accommodation ordinance for disabled persons.	Amend Section 15-501.5 of Division 17 Reasonable Accommodation by 2017. Review requests for reasonable accommodation as they are received.	<p>Program 22 has an intermediate completion target year of 2017, and then remains ongoing.</p> <p>During 2018, there were no changes to this program. Community Development continued to process requests for reasonable accommodation which are reviewed on a staff level, and approved four Reasonable Accommodation permits.</p>
Program 23: Special Needs Group	Work to identify funding and assist in addressing the housing needs of special needs groups.	Identify funding opportunities annually and/or as funding becomes available. 2017, 2018, 2019, 2020-2021	<p>Program 23 is an ongoing program with an annual objective of assisting 90 households.</p> <p>During 2018, a web-platform was established to open a waitlist exclusively for homeless applicants when needed. At this time all applicants are given an opportunity to apply to the waitlists. The application allows for someone to indicate if they are homeless. Currently OHA has a total of 15 vouchers set -aside for homeless applicants referred to OHA. No new families have been admitted to the program due to lack of funding for the past two calendar years. There are eight vouchers available/remaining. The City of Oxnard Housing Authority partnered with the Housing Authority of the City of San Buenaventura and Area Housing Authority of the County of Ventura to apply for the Mainstream Voucher funding opportunity which targets non-elderly persons with disabilities transitioning out of institutional settings and at risk of becoming homeless. The grant was approved. In 2018, Homeless Services successfully worked with the City of Ventura and the County of Ventura to establish funding for a permanent year-round shelter and to establish a temporary emergency shelter in Oxnard. Homeless Services was able to develop 3.2 million dollars for sheltering and received \$360,000 directly from the two other jurisdictions for the emergency shelter operation. Homeless Services also worked with the architectural firm Luaterbach</p>

			and Associates on a \$100,000 CDBG contract for ADA improvements to the Gabriel's House Family transition center. No other funding was identified in 2018 to assist in addressing housing needs for special groups.
Program 24: Mobile Home Park Conservation Ordinance	Clarify the mobile home park condominium conversion process based on recent case law.	Annually.	<p>Program 24 is an ongoing program with no specific objective for 2018.</p> <p>As of 2019, a review of recent case law pertaining to conversions of mobile home parks to condominium ownership to determine if there is a need to modify the mobile home conversion code and/or administrative procedures for mobile home park conversions had not been completed by the City Attorney's office.</p>
Program 25: Annexation	Allow additional capacity to meet the City's RHNA.	Annexation within 18 months of Housing Element adoption; Consider alternative approaches if annexation doesn't occur by 2018. 2017, 2018, 2019	<p>Program 25 has an intermediate completion target years of 2017, 2018, and 2019.</p> <p>The Teal Club Specific Plan (TSCP) annexation application remains in a 'hold' status as the Oxnard School District completes its acquisition of a portion of the site for a Middle School. The TSCP Draft EIR was circulated in early 2016 and the entitlement action is expected to begin again in 2019 after the EIR is updated. If the project and annexation are approved, some number of affordable units would likely be counted in the next housing element planning period, 2021 to 2029. As stated in Programs 3 and 26, Community Development has determined that the City has met the RHNA target with completed projects, proposed projects, and anticipated ADU approvals by 2021. Therefore, there is no need to consider alternatives to the TCSP annexation as stated in the program.</p> <p>In 2018, the Rio School District file an annexation for an 11 acre surplus school site that included 182 condominium housing units and 19 affordable units required by the City's inclusionary ordinance. The application remains in progress.</p>
Program 26: AAHOP	Ensure the AAHOP does not	Update AAHOP site list	Program 26 requires an annual review from 2017 through 2021.

Monitoring Program	constrain the development of affordable housing.	and map annually; continue to refine the AAHOP program annually and as needed. 2017, 2018, 2019, 2020-2021	During 2018, there were no changes to this program. Community Development continued to post and distribute information on currently available AAHOP sites and continued to provide information to owners and developers about the AAHOP incentives. As stated in Program 3 above, three AAHOP projects were entitled in 2018 for a total of 91 lower income units (Cypress Gardens Special Needs [30 units], 2161 Etting Road Cabrillo Farmworker Housing [42], and 234 Johnson Rd [19]). A previously-approved AAHOP project, Gateway Apartments, is nearing completion with 240 affordable units. Community Development has determined that the City has surplus capacity to meet all categories of the remaining 2013-2021 RHNA. With the Program 3 previously-identified lower income need now being met by ADUs and other projects, there is no need to identify additional AAHOP sites or modify the program.
Program 27: Large Households	As project applications are submitted.	Assist in the development of larger units to accommodate larger households.	Program 27 is an ongoing program with no specific objective for 2018.  During 2018, there were no changes to this program. Community Development continued to encourage and developments to add additional bedrooms. However, developers are saying that there is a strong demand for smaller units for newly formed households of roommates, young couples with no children, and 'empty-nesters.'
Program 28: Extremely Low-Income Households	Comply with AB 2634.	Look for opportunities to develop or facilitate extremely low-income units at least annually.	Program 28 is an ongoing program with no specific objective for 2018.  During 2018, there were no changes to this program. The City continues to encourage the development of housing suitable for extremely low-income households (i.e., single-room occupancy units, transitional housing). The AAHOP Cypress Gardens project, approved in 2018, included 30 single and one-bedroom units for special needs residents who are likely to be extremely low income.
Program 29: Review of	Continue to review alternative	Amend parking	Program 29 is an ongoing program with a reporting requirement every

Parking Standards	parking requirements in all zoning districts.	requirements by 2017 and monitor and report every 2 years. 2017, 2019	<p>two years. The next required report is in 2019.</p> <p>During 2018, the Planning Division prepared the ADU zone text amendment that included clarification of parking requirements consistent with State law (see Program 6). Multifamily projects are generally reducing guest parking, utilizing tandem parking, and using more surface parking as the projects qualify for Density Bonus parking standards by complying with the City's 10% inclusionary ordinance. The City will continue to allow reduced parking requirements for senior and affordable housing projects with approval of a parking study as well as shared parking when uses with different peaking characteristics (such as offices and apartments) are combined in a single structure. The City will also monitor the impacts of these parking studies and report every two years on any constraints identified in their annual Housing Element report to HCD (beginning in the 2019 APR). Planning developed the new Downtown Code with reduced parking requirements for residential uses in the downtown and reductions for studio and one-bedroom apartments.</p> <p>The City did not establish a fixed parking requirement for congregate living facilities, community care facilities and small residential care facilities for disabled person, nor explore the feasibility of an ordinance that would prohibit the long-term storage of cars in designated parking spaces in multifamily complexes, thereby ensuring that the spaces may remain available for tenant use. The City plans to evaluate the associated costs with the current parking requirements to ensure they are not a constraint on development in 2020.</p>
Program 30: Large Site Program	Assist with large site development	As project applications are submitted.	<p>Program 30 is an ongoing program with no specific objective for 2018.</p> <p>During 2018, Community Development staff worked closely with the Oxnard Union High School District and owners of a 107-acre vacant parcel to identify requirements and opportunities for affordable housing. Community Development staff also worked closely with the</p>

			Rio School District, owner of an 11-acre parcel contiguous to City limits for possible annexation and inclusion of affordable housing.
Program 31: City Owned Sites and AAHOP Developer Assistance	Promote development of AAHOP projects on City-owned sites and assist potential developers with AAHOP projects.	Promote awareness of availability of City-owned AAHOP sites and provide assistance to applicants on an ongoing basis; disseminate information on technical assistance annually. 2018, 2019, 2020-2021	<p>Program 31 was added with the adoption of the 2013-2021 Mid-Cycle Housing Element with the first annual report due for 2018.</p> <p>During 2018, the City retained consultants to prepare a form-based zoning code for the Central Business District as part of an enhanced effort to generate housing and commercial development in and around the downtown area. As part of the planning process, several City-owned and/or Successor Agency parcels in the downtown were identified for consolidation and development. In 2018, a RFP was issued for concept proposals but the responses were not fully in line with the City's vision. The program continues into 2019 with the planned adoption of the new Downtown Code.</p>

# 2013-2021 Mid-Cycle Housing Element Progress Report

Kathleen Mallory, Planning and Sustainability  
Manager

Community Development Department

City Council Meeting  
July 2, 2019

- Current Regional Housing Needs Assessment (RHNA) planning period is 2013 to 2021.
- Housing Element adopted October, 2017.
- Housing and Community Development (HCD) requires Annual Progress Report (APR) by April 1 for 2018.
- 2018 APR filed on March 28, 2019 for 2018.
- APR covers calendar year 2018.
- HED Committee received report on May 14, 2019.



### Table A - Planning housing applications filed in 2018:

- 49 planning applications filed
- 37 for Accessory Dwelling Units
- Affordability levels for total of 156 units in 49 applications:
  - 4 very low
  - 37 low (Accessory Dwelling Units)
  - 115 above moderate

### Table A2 - Building Permits Issued, Certificate of Occupancy

- 615 units received Planning entitlements (in 2018)
- 426 units issued building permits (in 2018)
  - This are not necessarily the same units as the 615 units
- 165 units completed
  - These units could include units from prior years
- 1,206 Total Units

### Affordability levels of the 1,206 units:

- 448 very low and low
- 81 moderate
- 677 above moderate

### Table C - Rezoning to Accommodate RHNA

- Not needed, capacity remains for remaining need.

### Table D - Progress on 31 Housing Programs

- Attachment A has update on each program.

Tables E and F - Not Applicable in Oxnard.

### Southern California Association of Governments (SCAG)

- 2018: City updated several SCAG GIS databases
- 2019: SCAG developing RHNA allocation methodology
  - Expected to be completed in September
- 2020: SCAG assigns RHNA target to all jurisdictions
  - Expected to be assigned in February 2020
- 2021: New Housing Element due by October 2021

Expectations are that the 2021-2029 RHNA will be higher than previous RHNA's to incorporate recent State legislation

RHNA methodology required to reflect local planning factors

- Several factors would tend to limit RHNA
  - Low household rate of growth
  - Limited Resources
- Several factors would tend to increase RHNA
  - Overcrowding; future vacancy need
- Relative to other SCAG jurisdictions
- RHNA allows for appeal of others' allocations

Oxnard Transit Center is High-Quality Transit Area (HQTA)

- SCAG anticipates significant growth

- APR required by State law.
- State does not directly compensate the City.
- Timely filing qualifies the City for grants and programs
- Per the recommendation of the City Council HEDC Committee, staff will return to City Council in October with a report on the RHNA methodology and decision-making process.

That the City Council receive a report summarizing the 2018 Annual Progress Report (APR) filed with the Department of Housing and Community Development (HCD) on April 1, 2019.



# Questions?