



Meeting Date 10/03/06

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input type="checkbox"/> Public Hearing
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other

Prepared By: Ashley Golden, Senior Planner *AG* Agenda Item No. I-3
 Reviewed By: City Manager *[Signature]* City Attorney Holmberg *[Signature]* Finance *[Signature]* Other _____

DATE: August 30, 2006

TO: City Council

FROM: Matthew Winegar, Development Services Director
 Development Services Department

Curtis P. Cannon, Community Development Director
 Community Development Department

all for MW
William D. Penellato (for)

SUBJECT: License Agreement for Use of the City's Right-of-Way North of the 141 & 143 West Fifth Street

RECOMMENDATION

That City Council approve and authorize the Mayor to execute an Agreement (A-6737) with Charles G. Logue, Candy S. Logue, Travis Logue, and Kyber Logue for the installation and maintenance of electrical and gas utility lines (the "utility lines") under the City's right-of-way north of 141 and 143 West Fifth Street.

DISCUSSION

The Logue family recently purchased the former Bank of A. Levy property and completed a lot line adjustment (PZ 05-310-4) to create two separate parcels, 141 West Fifth Street (the former Bank of A. Levy) and 143 West Fifth Street (the former addition to the Bank of a Levy). The owner is currently underway with tenant improvements, both inside and outside the buildings, for future leasing needs. As a result of the improvements and lot line adjustment utility lines have to be run to each building separately. Because the existing buildings are built to the property lines the best option of the property owner is to enter into the attached license agreement with the City to install utility lines through from the northeast corner of 143 West Fifth Street, through the City's public right-of-way to the north of the properties, on the north side of 141 West Fifth Street.

In summary, the highlights of the requirements included in the agreement as recommended by City staff are as follows:

- Indemnification – Licensee will indemnify The City.
- Insurance – The Licensee must provide and maintain General Liability insurance coverage, and must list the City as additional insured.
- Maintenance Standards – The Licensee must maintain the utility lines in good repair at all times. If it is necessary to disturb City property to repair or maintain the utility lines, Licensee shall restore and repair such City property to a condition at least as good as prior to the disturbance.
- Compensation to the City – Licensee shall remove and replace existing walkway and paving to match the City’s sidewalk improvement plan. Licensee shall install electrical and irrigation lines for future lighting and landscape needs. Licensee shall install conduit for future security needs. All improvements will be in accordance with Oxnard City Code and development standards and to the City’s satisfaction. All costs associated with the improvements identified above and in Exhibit C of the attached License Agreement are the responsibility of the Licensee.

FINANCIAL IMPACT

There is no estimated financial impact to the current FY budget (FY2006-2007).

ATTACHMENTS

Attachment 1 – License for Long Term Encroachment on City Property Agreement

NOTE: Attachment No. 1 has been provided to the City Council. Copies are available for review at the Circulation Desk in the Library after 6:00 p.m. on the Thursday prior to the Council meeting and at the City Clerk’s Office after 8:00 a.m. on Monday.

000010