



Meeting Date: 5/12/2009

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 (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Prepared By: Cynthia Daniels, AICP *Ed* Agenda Item No. I-4
 Reviewed By: City Manager *MMH* City Attorney *SMT* Finance *AC* Other: Community Development *CC*

DATE: April 30, 2009

TO: City Council
Community Development Commission

FROM: Cynthia Daniels *Cynthia Daniels*
Development Services Department

SUBJECT: Special Budget Appropriation; First Amendment to Agreement with Overland, Pacific & Cutler, Inc. for Rice Avenue/Santa Clara Avenue Interchange Improvements at Highway 101; Cooperation Agreement Between City and Community Development Commission

RECOMMENDATION

That City Council:

1. Approve a special budget appropriation of \$808,000 from the HERO fund balance to "HWY 101-Rice Interchange" for the Rice Avenue/Santa Clara Avenue interchange improvements at Highway 101.
2. Approve and authorize the Mayor to execute the First Amendment to the agreement with Overland, Pacific & Cutler, Inc. (OPC) to increase the contract amount by \$435,000 for a total of \$615,000 for right of way acquisition and relocation services for the Rice Avenue/Santa Clara Avenue interchange improvements at Highway 101 (Agreement No. 4512-08-DS).
3. Approve and authorize the Mayor to execute a Cooperation Agreement (No. A-7181) by and between the City of Oxnard and Oxnard Community Development Commission in an amount not to exceed \$808,000 for the Rice Avenue/Santa Clara Avenue Interchange Improvements.
4. Authorize the Mayor or City Manager, on behalf of the City, to each sign all documents necessary and appropriate to carry out and implement the Cooperation Agreement, and to administer the City's obligations, responsibilities, and duties to be performed thereunder.
5. Approve and adopt a resolution entitled "A Resolution of the City Council of the City of Oxnard, California, Consenting to the Payment or Reimbursement by the Oxnard Community Development Commission of a Portion of the Costs Related to Certain Public Improvements in the Historic Enhancement and Revitalization of Oxnard (HERO) Project Area, and Making Certain

Determinations and Findings (Rice Avenue/Santa Clara Avenue Interchange Improvements)".

That Community Development Commission ("Commission"):

1. Approve a special budget appropriation of \$808,000 from the HERO fund balance to "HWY 101-Rice Interchange" for the Rice Avenue/Santa Clara Avenue interchange improvements at Highway 101.
2. Approve and authorize the Chairman or Executive Director to execute a Cooperation Agreement (No. A-7181) by and between the City of Oxnard and Oxnard Community Development Commission in an amount not to exceed \$808,000 for the Rice Avenue/Santa Clara Avenue Interchange Improvements.
3. Authorize the Chairman or Executive Director, on behalf of the Commission, to each sign all documents necessary and appropriate to carry out and implement the Cooperation Agreement, and to administer the Commission's obligations, responsibilities, and duties to be performed thereunder.
4. Approve and adopt a resolution entitled "A Resolution of the Oxnard Community Development Commission Agreeing to Pay or Reimburse a Portion of the Costs Related to Certain Public Improvements in the Historic Enhancement and Revitalization of Oxnard (HERO) Project Area, and Making Certain Determinations and Findings (Rice Avenue/Santa Clara Avenue Interchange Improvements)".

DISCUSSION

The City hired Cutler and Associates, now called Overland, Pacific & Cutler, Inc., in September 2002 to perform right of way acquisition and relocation consulting services for the Rice Avenue/Santa Clara Avenue interchange improvements at U.S. Highway 101. The City approved a new contract for \$180,000 on July 9, 2008. The current contract addresses the remaining work for the right of way required by federal and State laws and regulations. The First Amendment increases the scope of work and fees to remove and dispose of the leaking underground fuel storage tanks and contaminated soil at the former gas station located at 3025 Santa Clara Avenue.

Pursuant to Section 33445 of the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*), the Commission may, with the consent of the City Council, pay all or part of the value of the land for and the cost of the installation and construction of any facility, structure, or other improvement which is publicly owned either within or outside a project area, if the City Council makes certain determinations. Section 33445(c) of the California Community Redevelopment Law further provides that when the value of the land or the cost of the installation and construction of the building, facility, structure, or other improvement, or both, has been, or will be, paid or provided for initially by the City, the Commission may enter into a contract with the City under which the Commission agrees to reimburse the City. The Commission desires to pay for or reimburse the City for a portion of the costs for the interchange improvements and the Commission and City have negotiated a Cooperation

Agreement to that effect.

FINANCIAL IMPACT

The request would increase the OPC contract amount by \$435,000 for a total of \$615,000. Appropriating \$808,000 from HERO fund balance to "HWY 101-Rice Interchange" Account No. 405-9718-826-8209 Project No. 873114 would provide sufficient funds for the consulting services.

CD

- Attachment #1 Special Budget Appropriation
- #2 First Amendment to Agreement No. 4512-08-DS
 - #3 Agreement No. A-7181 by and between the City of Oxnard and Oxnard Community Development Commission (Rice Avenue/Santa Clara Avenue Interchange Improvements)
 - #4 City Council Resolution entitled "A Resolution of the City Council of the City of Oxnard, California, Consenting to the Payment or Reimbursement by the Oxnard Community Development Commission of a Portion of the Costs Related to Certain Public Improvements in the Historic Enhancement and Revitalization of Oxnard (HERO) Project Area, and Making Certain Determinations and Findings (Rice Avenue/Santa Clara Avenue Interchange Improvements)"
 - #5 Commission Resolution entitled "A Resolution of the Oxnard Community Development Commission Agreeing to Pay or Reimburse a Portion of the Costs Related to Certain Public Improvements in the Historic Enhancement and Revitalization of Oxnard (HERO) Project Area, and Making Certain Determinations and Findings (Rice Avenue/Santa Clara Avenue Interchange Improvements)"

CITY OF OXNARD
REQUEST FOR SPECIAL BUDGET APPROPRIATION

To the City Manager:

May 12, 2009

Request is hereby made for an appropriation of total \$ 808,000

Reason for appropriation: Appropriating funds from the HERO Fund Balance to the Hwy 101-Rice Interchange Project to remove and dispose of contaminated soil and leaking underground fuel tanks, and other improvements related to the interchange.

<u>FUND</u>	<u>DESCRIPTION/ACCOUNT</u>	<u>AMOUNT</u>
HERO (405)	Hwy 101 Rice Interchange 9718 - (873114) 826-8209 - Service-Other Professional/Contract	<u>808,000</u>
	Net Estimated Change to HERO Fund Balance	<u>(808,000)</u>

Austin P. Cannon


 Manager

REQUIRES CITY COUNCIL APPROVAL

DIRECTOR OF FINANCE

James Cameron

Disposition

Approved _____

Rejected _____

Transfer by Journal Voucher _____

 City Manager

FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This First Amendment ("First Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2009, by and between the City of Oxnard, a municipal corporation ("City"), and Overland, Pacific & Cutler, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on July 9, 2008, by City and Consultant.

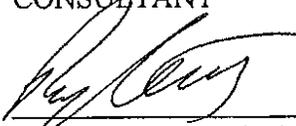
City and Consultant agree as follows:

1. In section 12, the date "December 31, 2009" is deleted and replaced by the date "December 31, 2010."
2. In Section 14a the amount "\$180,000" is deleted and replaced with the amount "\$615,000."
3. Exhibit A is supplemented by Exhibit A-1, attached hereto and incorporated herein by reference. References in the Agreement to Exhibit A shall be deemed to be references to Exhibits A and A-1.
4. Exhibit B is supplemented by Exhibit B-1, attached hereto and incorporated herein by reference. References in the Agreement to Exhibit B shall be deemed to be references to Exhibits B and B-1.
5. Exhibit C is supplemented by Exhibit C-1, attached hereto and incorporated herein by reference. References in the Agreement to Exhibit C shall be deemed to be references to Exhibits C and C-1.
6. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

CONSULTANT

Dr. Thomas E. Holden, Mayor



Ray Armstrong, Principal

ATTEST:

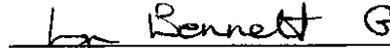
Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:



James Cameron, Risk Manager

APPROVED AS TO CONTENT:



Cynthia Daniels, Project Manager

Exhibit A-1 – Scope of Work
Rice Avenue Interchange Project
Amended May, 2009

In addition to all items listed in Exhibit A of Agreement No. 4512-08-DS, Consultant and its subconsultants shall provide the following additional services (amended items shown *italicized and in bold*):

Project Planning and Management.

Provide ongoing project planning and right of way consultation, including policy and budget analysis. Coordinate and participate in meetings with the public, official representatives, and subcontracted team members. Prepare periodic status reports based on agreed-upon milestones. Represent City at public meetings, hearings and litigation related matters. Coordinate with federal and state oversight agencies such as Caltrans, and FHWA as necessary. Monitor and participate in project related communications which may impact right of way activities or construction activities. Administer the subcontracts and manage all necessary disciplines needed for the Right of Way and demolition portions of the project. May include post project audit representation.

Relocation Assistance Services.

Provide on-going relocation assistance services to the remaining occupants of City-owned real property and process any appeals. Coordinate any unlawful detainer actions through the City Attorney's office of special counsel as directed by City.

Property Management/Demolition Coordination.

Prepare any needed new, and administer any on-going lease agreements associated with the purchased rights of way or displacement activities. Coordinate lease compliance with City. Prepare and coordinate bids and handle procurement for demolition of structures including arranging for structural testing of same. Make recommendations to City for bid selection and approval. Administer performance of demolition sub-contractors. *Monitor the demolition and/or underground tank removal process including recommendations regarding requested change orders submitted by selected consultant/contractors.* Contract for board-up, fencing, or other maintenance, security or remediation measures as may be required.

Site Clearance and Demolition.

Sub-contracted service. Perform all structural remediation and demolition services needed to clear improvements from acquired City right of way. Remove underground storage tanks and associated improvements, structures, site improvements, or any other barrier to construction on City right of way. Coordinate with WoreyParsons Komex and others related to the underground storage tank removal and subsequent site investigations and remediation contracts.

Exhibit B-1 – Schedule
Rice Avenue Interchange Project
Amended May, 2009

In addition to all items listed in Exhibit B of Agreement No. 4512-08-DS, Consultant and its subconsultants shall provide services within the following timeframes (amended timeframes shown *italicized and in bold*):

Project Planning and Management.

On-going activities will commence July 15, 2008 and generally be finished by December, 2009 except for post-project audit representation which could extend up to two years beyond completion of construction.

Relocation Assistance Services.

On-going activities will commence July 15, 2008 and generally be finished by December, 2008.

Property Management/Demolition Coordination.

On-going property management activities will commence July 15, 2008 and generally be finished upon completion of construction unless superseded by the construction contractors activities. Demolition coordination activities will commence July 17, 2008 and will be complete by *April, 2009*.

Site Clearance and Demolition.

Demolition activities will commence July 17, 2008 and will be complete by *April, 2009*.

Exhibit C-1 – Hourly Rate Schedule
Rice Avenue Interchange Project
Amended May, 2009

In addition to all items listed in Exhibit C of Agreement No. 4512-08-DS, Consultant and its subconsultants shall adhere to the following fees (amended items shown *italicized and in bold*):

2009

Principal	\$185.00 per hour
Senior Project Manager	\$135.00 per hour
Project Manager	<i>\$130.00</i> per hour
Senior Acquisition/Relocation Consultant	\$115.00 per hour
Acquisition/Relocation Consultant/Analyst	\$ 105.00 per hour
Real Estate Technician/Escrow Officer/Project Support	\$ 73.00 per hour
Secretarial/Clerical	\$ 45.00 per hour

There will be no additional charges for photocopying, first class postage, telephone, facsimile and cellular communication charges. Reimbursable mileage may be billed at the current allowable IRS rate. Out-of-pocket expenses including pre-approved travel and lodging, outside exhibit preparation, requested overnight courier, registered or certified mailings, and specialty reproduction will be charged at cost plus ten percent (+10%) for administration, coordination and handling. Subcontracted services will be invoiced at cost plus ten percent (+10%) not to exceed \$2,500 for any single transaction/assignment.

In the event Consultant is required to perform services in relation to litigation arising out of any project of City, such services shall be invoiced at two times the hourly rates.

Consultant reserves the right to modify the stated hourly rates by no more than 3% on the anniversary date of this agreement.

Project Budget – *\$615,000*

Project Planning and Management.

Time and Materials not to exceed \$5,000

Relocation Assistance Services.

Time and Materials not to exceed \$15,000

Property Management/Demolition Coordination.

Time and Materials not to exceed \$25,000

Site Clearance and Demolition.

Actual cost plus 10% not to exceed \$2,500 for any single transaction/assignment, *estimated at \$570,000*

**Cooperation Agreement
By And Between
City Of Oxnard And
Oxnard Community Development Commission
(Rice Avenue/Santa Clara Avenue Interchange Improvements)**

THIS COOPERATION AGREEMENT ("Agreement") is entered into this ___ day of _____, 2009, by and between the City of Oxnard ("City") and the Oxnard Community Development Commission ("Commission"), with reference to the following facts:

RECITALS

A. The City and Commission desire to cooperate in the development and construction of the Rice Avenue/Santa Clara Avenue Interchange Improvements at Highway 101 ("Interchange Improvements"). The Interchange Improvements will allow the City to reconfigure a more direct route to the Port of Hueneme and the Pacific Coast Highway, bypassing the current route along Oxnard Boulevard through the City's downtown.

B. The City has adopted a Redevelopment Plan for the Historic Enhancement and Revitalization of Oxnard (HERO) Project Area ("Project Area"). The Interchange Improvements are located within the Project Area.

C. Pursuant to Section 33445(a) of the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*), the Commission may, with the consent of the City Council, pay all or part of the value of the land for and the cost of the installation and construction of any building, facility, structure, or other improvement which is publicly owned either within or outside a project area, if the City Council makes certain determinations. The City Council and the Commission have made the determinations required by Section 33445.

D. The Commission desires to make available to the City the Commission's tax increment funds from the Project Area for a portion of the costs for the Interchange Improvements.

NOW, THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I COMMISSION'S CONTRIBUTION OF TAX INCREMENT FUNDS

Section 101 Contribution

The Commission agrees to pay for or reimburse the City monies from its allocation of tax increment funds from the Project Area an amount not to exceed \$808,000 ("Tax Increment Funds") for a portion of the costs for the Interchange Improvements. Such payment or reimbursement shall be in accordance with procedures acceptable to the Commission Executive Director, the Community Development Director, or either of their respective designees.

Section 102 City's Obligation

The City agrees to utilize the Tax Increment Funds solely to pay the costs of the Interchange Improvements.

ARTICLE II GENERAL PROVISIONS

Section 201 Liability and Indemnification

In contemplation of the provisions of California Government Code Section 895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Government Code Section 895, the parties hereto, as between themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by negligent or wrongful acts or omissions occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve the above-stated purpose, each party indemnifies, defends and holds harmless the other parties for any liability, losses, cost or expenses that may be incurred by such other parties solely by reason of Government Code Section 895.2.

Section 202 Recitals

The "Recitals" of this Agreement constitute a material part of this Agreement and are incorporated by reference as though fully set forth hereto.

Section 203 Entire Agreement

This Agreement may be executed in counterpart originals, each of which is deemed to be an original. This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to the subject matter of this Agreement.

Section 204 No Third Party Beneficiaries

This Agreement is intended solely for the benefit of the City and the Commission. There shall be no third party beneficiaries under this Agreement.

Section 205 Waivers and Amendments

All waivers of the provisions of this Agreement and all amendments to this Agreement must be in writing and signed by the authorized representatives of the parties.

Section 206 Enforced Delay

For purposes of any provision of this Agreement, no party, nor any successors or assign of any party, shall be considered in breach of, or default in, its obligations under this Agreement as a result of the enforced delay in the performance of such obligations due to causes beyond such party's reasonable control, including, without limitation, failure of governmental agencies to act or to issue necessary permits or licenses, acts of God, acts of the public enemy, acts of the State or Federal governments, acts

Cooperation Agreement (4-29-09) for HERO

of any other party (including, but not limited to, delays in performing such other party's obligations pursuant to this Agreement), fires, floods, epidemics, quarantine restrictions, strikes, labor disputes, freight embargoes, inability to obtain materials or supplies or unusually severe weather or delays of contractors and subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of such party shall be extended for the period of the enforced delay.

Section 207 Indebtedness

The Commission's obligation under this Agreement shall constitute an indebtedness of the Commission for the purpose of carrying out the redevelopment project for the Project Area.

Section 208 Notices

Any notice to be given or other document to be delivered by either party to the other may be delivered in person or may be deposited in the United States mail, with first class postage prepaid, and addressed as follows:

City: City of Oxnard
 300 West Third Street
 Oxnard, California 93030
 Attn: City Manager

Commission: Oxnard Community Development Commission
 214 South C Street
 Oxnard, California 93030
 Attn: Executive Director

Section 209 Further Documents

The parties hereto hereby agree to execute such other documents and to take such other actions as may be reasonably necessary to further the purposes of this Agreement.

Section 210 Time of the Essence

Time is of the essence in this Agreement.

Section 211 Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the successors, assignees, personal representatives, heirs and legatees of all the respective parties hereto.

Section 212 Invalidity

If any term or provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. It is the intention of the parties hereto that in lieu of each clause or provision of this Agreement

that is illegal, invalid or unenforceable, there be added as a part of this Agreement an enforceable clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible.

Section 213 Interpretation

No provision in this Agreement is to be interpreted for or against any party because that party or its legal representatives drafted such provision.

Section 214 Voluntary Agreement

The parties hereto further represent and declare that they carefully read this Agreement and know the contents thereof, and that they sign the same freely and voluntarily.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

CITY OF OXNARD

OXNARD COMMUNITY DEVELOPMENT
COMMISSION

Dr. Thomas E. Holden, Mayor

Dr. Thomas E. Holden, Chairman

ATTEST:

ATTEST:

Daniel Martinez, City Clerk

Daniel Martinez, Secretary Designate

APPROVED AS TO FORM:

APPROVED AS TO FORM:



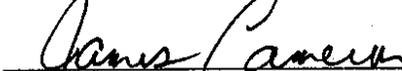
Alan Holmberg, City Attorney



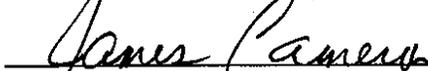
Alan Holmberg, General Counsel

APPROVED AS TO INSURANCE:

APPROVED AS TO INSURANCE:



James Cameron, Risk Manager



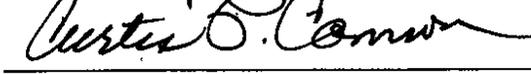
James Cameron, Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:



Matthew Winegar, Development Services
Director



Curtis Cannon, Community Development
Director

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD, CALIFORNIA, CONSENTING TO THE PAYMENT OR REIMBURSEMENT BY THE OXNARD COMMUNITY DEVELOPMENT COMMISSION OF A PORTION OF THE COSTS RELATED TO CERTAIN PUBLIC IMPROVEMENTS IN THE HISTORIC ENHANCEMENT AND REVITALIZATION OF OXNARD (HERO) PROJECT AREA, AND MAKING CERTAIN DETERMINATIONS AND FINDINGS (RICE AVENUE/SANTA CLARA AVENUE INTERCHANGE IMPROVEMENTS)

WHEREAS, the Oxnard Community Development Commission ("Commission") is engaged in activities necessary to implement the Redevelopment Plan ("Redevelopment Plan") for the HERO Project Area (the "Project Area"); and

WHEREAS, the Commission has adopted a Five Year Implementation Plan for the Project Area, as amended, in accordance with Section 33490 of the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*) ("CRL") (the "Implementation Plan"); and

WHEREAS, pursuant to Section 33445 of the CRL, the Commission may, with the consent of the City Council ("City Council") of the City of Oxnard ("City"), pay all or part of the value of the land for and the cost of the installation and construction of any facility, structure, or other improvement which is publicly owned either within or outside a project area, if the City Council makes certain determinations; and

WHEREAS, the City and Commission desire to cooperate in the development and construction of the Rice Avenue/Santa Clara Avenue Interchange Improvements at Highway 101 ("Interchange Improvements"). The Interchange Improvements are public improvements located within the Project Area; and

WHEREAS, the Commission desires to pay for or reimburse the City for a portion of the costs for the Interchange Improvements and the Commission and City have negotiated a Cooperation Agreement to that effect ("Cooperation Agreement"); and

WHEREAS, it is in the best interests of the City and for the common benefit of residents, employees, business tenants and property owners within the Project Area and the City as a whole for the Interchange Improvements to be installed and constructed; and

WHEREAS, since there are no other reasonable means available to the City to fully finance the Interchange Improvements, the Commission proposes to pay for or reimburse the City for a portion of the costs for the Interchange Improvements in accordance with the Cooperation Agreement; and

WHEREAS, the Interchange Improvements are of benefit to the Project Area and the immediate neighborhood in which the Interchange Improvements are located; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

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

1. The City hereby finds and determines that all recitals set forth in this Resolution are true and correct and incorporated herein in full by this reference.

2. Based on substantial evidence in the record, the City hereby finds and determines that:

a. The Interchange Improvements are of benefit to the Project Area and the immediate neighborhood in which the Interchange Improvements are located. This finding is based, in part, on the fact that six major goals of the City contained in the Implementation Plan include: (1) establishment, by effective use of the redevelopment process, a planning and implementation framework that will ensure proper, long-term development of identified blighted areas; (2) development of underdeveloped or poorly developed areas; (3) elimination and prevention of the spread of blight and deterioration; (4) strengthening the economic base of the Project Areas by installation of needed improvements; (5) elimination or mitigation certain environmental deficiencies such as insufficient off-street and on-street parking and other similar Interchange Improvements, facilities and utility deficiencies that adversely affect the Project Area; and (6) promotion of private sector investment within the Project Area. The installation and construction of the Interchange Improvements assist in obtaining these goals. One of the programs undertaken pursuant to the Implementation Plan to facilitate the achievement of these goals is a Public Facilities program which includes urban design improvements, public utilities, and street construction. Street construction encompasses a wide variety of vehicular and pedestrian improvements to improve access and safety, expand parking capacity, and enhance the overall functionality of public rights-of-way. As described in the Implementation Plan, activities grouped under the Public Facilities program are designed to enhance the physical image of public spaces and rectify public improvement deficiencies. Moreover, one of the five year priorities for the Project Area in the Implementation Plan is "upgrade Hwy 101 inter-changes". The relationship between specific activities and blight elimination in the Project Area is summarized in Table 11 of the Implementation Plan. The Interchange Improvements assist in obtaining the goals listed in the Implementation Plan, is consistent with the Implementation Plan and will assist in the elimination of one or more blighting conditions in the Project Area.

b. No other reasonable means of financing the Interchange Improvements are available to the City. This finding is based, in part, on the fact that the City itself is not in a position to fully finance the installation and construction of the Interchange Improvements. Without the assistance of tax increment funding from the Project Area, capital improvements in other parts of the City would have to be deferred or eliminated. Given the constraints on financing sources which are under the direction of the City, it is clear that all anticipated and needed public capital improvements cannot be completed using only City funds. There must be a combination of tax increment and non-tax increment funding.

c. The payment of funds by the Commission for costs related to the Interchange Improvements will assist in the elimination of one or more blighting conditions within the Project Area and is consistent with the Implementation Plan for the Project Area. This finding is based, in part, on the fact that as discussed above in Section 2.a., the Interchange Improvements assist in obtaining the goals listed in the Implementation Plan, are consistent with the Implementation Plan and will assist in the elimination of one or more blighting conditions in the Project Area.

3. The City hereby consents to the Commission's payment or reimbursement for a portion of the costs for the Interchange Improvements in accordance with the Cooperation Agreement.

4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this _____ day of _____, 2009, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

OXNARD COMMUNITY DEVELOPMENT COMMISSION

Resolution No. _____

A RESOLUTION OF THE OXNARD COMMUNITY DEVELOPMENT COMMISSION AGREEING TO PAY OR REIMBURSE A PORTION OF THE COSTS RELATED TO CERTAIN PUBLIC IMPROVEMENTS IN THE HISTORIC ENHANCEMENT AND REVITALIZATION OF OXNARD (HERO) PROJECT AREA, AND MAKING CERTAIN DETERMINATIONS AND FINDINGS (RICE AVENUE/SANTA CLARA AVENUE INTERCHANGE IMPROVEMENTS)

WHEREAS, the Oxnard Community Development Commission ("Commission") is engaged in activities necessary to implement the Redevelopment Plan ("Redevelopment Plan") for the HERO Project Area (the "Project Area"); and

WHEREAS, the Commission has adopted a Five Year Implementation Plan for the Project Area, as amended, in accordance with Section 33490 of the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*) ("CRL") (the "Implementation Plan"); and

WHEREAS, pursuant to Section 33445 of the CRL, the Commission may, with the consent of the City Council ("City Council") of the City of Oxnard ("City"), pay all or part of the value of the land for and the cost of the installation and construction of any facility, structure, or other improvement which is publicly owned either within or outside a project area, if the City Council makes certain determinations; and

WHEREAS, the City and Commission desire to cooperate in the development and construction of the Rice Avenue/Santa Clara Avenue Interchange Improvements at Highway 101 ("Interchange Improvements"). The Interchange Improvements are public improvements located within the Project Area; and

WHEREAS, the Commission desires to pay for or reimburse the City for a portion of the costs for the Interchange Improvements and the Commission and City have negotiated a Cooperation Agreement to that effect ("Cooperation Agreement"); and

WHEREAS, it is in the best interests of the City and for the common benefit of residents, employees, business tenants and property owners within the Project Area and the City as a whole for the Interchange Improvements to be installed and constructed; and

WHEREAS, since there are no other reasonable means available to the City to fully finance the Interchange Improvements, the Commission proposes to pay for or reimburse the City for a portion of the costs for the Interchange Improvements in accordance with the Cooperation Agreement; and

WHEREAS, the Interchange Improvements are of benefit to the Project Area and the immediate neighborhood in which the Interchange Improvements are located; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, the Oxnard Community Development Commission hereby resolves as follows:

1. The Commission hereby finds and determines that all recitals set forth in this Resolution are true and correct and incorporated herein in full by this reference.

2. Based on substantial evidence in the record, the Commission hereby finds and determines that:

a. The Interchange Improvements are of benefit to the Project Area and the immediate neighborhood in which the Interchange Improvements are located. This finding is based, in part, on the fact that six major goals of the City contained in the Implementation Plan include: (1) establishment, by effective use of the redevelopment process, a planning and implementation framework that will ensure proper, long-term development of identified blighted areas; (2) development of underdeveloped or poorly developed areas; (3) elimination and prevention of the spread of blight and deterioration; (4) strengthening the economic base of the Project Areas by installation of needed improvements; (5) elimination or mitigation certain environmental deficiencies such as insufficient off-street and on-street parking and other similar Interchange Improvements, facilities and utility deficiencies that adversely affect the Project Area; and (6) promotion of private sector investment within the Project Area. The installation and construction of the Interchange Improvements assist in obtaining these goals. One of the programs undertaken pursuant to the Implementation Plan to facilitate the achievement of these goals is a Public Facilities program which includes urban design improvements, public utilities, and street construction. Street construction encompasses a wide variety of vehicular and pedestrian improvements to improve access and safety, expand parking capacity, and enhance the overall functionality of public rights-of-way. As described in the Implementation Plan, activities grouped under the Public Facilities program are designed to enhance the physical image of public spaces and rectify public improvement deficiencies. Moreover, one of the five year priorities for the Project Area in the Implementation Plan is "upgrade Hwy 101 inter-changes". The relationship between specific activities and blight elimination in the Project Area is summarized in Table 11 of the Implementation Plan. The Interchange Improvements assist in obtaining the goals listed in the Implementation Plan, is consistent with the Implementation Plan and will assist in the elimination of one or more blighting conditions in the Project Area.

b. No other reasonable means of financing the Interchange Improvements are available to the City. This finding is based, in part, on the fact that the City itself is not in a position to fully finance the installation and construction of the Interchange Improvements. Without the assistance of tax increment funding from the Project Area, capital improvements in other parts of the City would have to be deferred or eliminated. Given the constraints on financing sources which are under the direction of the City, it is clear that all anticipated and needed public capital improvements cannot be completed using only City funds. There must be a combination of tax increment and non-tax increment funding.

c. The payment of funds by the Commission for costs related to the Interchange Improvements will assist in the elimination of one or more blighting conditions within the Project Area and is consistent with the Implementation Plan for the Project Area. This finding is based, in part, on the fact that as discussed above in Section 2.a., the Interchange Improvements assist in obtaining the goals listed in the Implementation Plan, are consistent with the Implementation Plan and will assist in the elimination of one or more blighting conditions in the Project Area.

3. The Commission hereby agrees to pay for or reimburse the City for a portion of the costs for the Interchange Improvements in accordance with the Cooperation Agreement.

4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this _____ day of _____, 2009, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dr. Thomas E. Holden, Chairman

ATTEST:

Daniel Martinez, Secretary Designate

APPROVED AS TO FORM:



Alan Holmberg, General Counsel