

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



AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Council Chambers, 305 West Third Street
February 4, 2020
Closed Session - 5:00 PM
Regular Meeting - 6:00 PM

A. ROLL CALL, POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION (5:00 PM)

1. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1)) (City Council)
Name of case: City of Port Hueneme; et al. v. City of Oxnard; Albino Gonzalez, et al.
Ventura County Superior Court Case No. 56-2018-00511489-CU-MC-VTA
2. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1)) (City Council/Successor Agency)
Name of case: City of Oxnard; et al. v. California Director of Finance Keely Martin Bosler, et al.
Sacramento County Superior Court Case No. 34-2019-80003259
3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS - (Government Code section 54956.8) (City Council)
Property: 418 West Fourth Street, Oxnard
Agency Negotiators: Jeffrey Lambert, Development Services Director
Negotiating Party: BikeVentura (Joey Juhasz-Lukomski, Executive Director)
Under negotiation: Price and terms of payment.

D. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

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)

E. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating the Month of February 2020 as "Black History 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 January 15, 2020 special

meeting and January 21, 2020 regular meeting as presented.

Legislative Body: City Council

Contact: Michelle Ascencion, (805) 385-7805

2. Housing Department

SUBJECT: CalHome Mortgage and Rehabilitation Assistance Program Funding Application.

RECOMMENDATION: That the City Council:

1. Adopt a resolution authorizing the City Manager to submit an application to the California State Department of Housing and Community Development for \$950,000 in CalHome grant program funds to be used for first-time home-buyer assistance and owner-occupied residential rehabilitation assistance and execute a Standard Agreement with the California State Department of Housing and Community Development, if awarded funds, and any related documents necessary to participate in the CalHome program including required amendments and modifications; and
2. Authorize the Housing Director to review and approve updates and other changes from time to time to program policies and procedures for the City's existing First-Time Homebuyer and Residential Rehabilitation programs for consistency with CalHome and other regulations pertaining to these programs and the City's housing priorities.

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

3. Public Works Department

SUBJECT: Appropriation of Funds for Wastewater Treatment Reliability Projects.

RECOMMENDATION: That the City Council authorize an appropriation from the Wastewater Treatment Operating Fund 621 in the amount of \$451,680 to fund agreement A-7815 with AECOM Technical Services Inc. for engineering design services for projects at the Oxnard Wastewater Treatment Plant. (Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

4. Public Works Department

SUBJECT: Award Solicitation PW 20-32 to Summit Air Conditioning, A-8197 for On-Call HVAC Maintenance and Repair Services.

RECOMMENDATION: That the City Council approve and authorize the City Manager to execute Agreement No. A-8197 with Shawn Steinberg DBA Summit Air Conditioning in the amount not to exceed \$200,000 for a three (3) year period for on-call Heating Ventilation and Air Conditioning (HVAC) maintenance and repair services. (Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

5. Public Works Department

SUBJECT: Appropriate Funds for Oxnard Boulevard & Saviers Road Signal Improvements PW 19-97 (Project No. 173102).

RECOMMENDATION: That the City Council approve a budget appropriation of \$90,585 for the Oxnard Boulevard & Saviers Road Signal Improvements PW 19-97 (Project No. 173102). This amount includes \$20,475 from the fund balance of the Circulation System Improvement Fees (Fund 354) and an

increase in Highway Safety Improvement Program (HSIP) grant revenue (Fund 275) of \$70,110.
(Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

6. Public Works Department

SUBJECT: Dokken Engineering 8792-19-PW Traffic Signal Modifications Project No. 183114.

RECOMMENDATION: That City Council:

1. Approve a budget appropriation of \$164,355 to Traffic Signal Modifications PW 19-98 (Project No. 183114). This amount includes \$14,685 from the fund balance of the Circulation System Improvement Fees (Fund 354) and an increase in Highway Safety Improvement Program (HSIP) grant revenue (Fund 275) of \$149,670; and
2. Authorize the Mayor to execute Agreement No. 8792-19-PW in the amount of \$224,833 with Dokken Engineering for the Traffic Signal Modifications project PW 19-98 (Project No. 183114). (Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

7. Public Works Department

SUBJECT: Award Professional Services Agreement A-8202 with Pavement Engineering Inc. for City's Pavement Management Systems Update.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Professional Services Agreement A-8202 with Pavement Engineering Inc. (PEI) for a three year term, in an amount not to exceed \$353,275, for the Pavement Management Systems (PMS) Update. (Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

8. Public Works Department

SUBJECT: Purchase of Police Department Vehicles, Motorcycles, and Off-Road Vehicles.

RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute six (6) Purchase Orders for a total amount of \$595,829.21, for a total of twelve (12) public safety vehicle purchases with accessories and equipment:
 - a) Seven (7) patrol vehicles for a cost of \$349,724.01 from National Auto Fleet Group;
 - b) Three (3) police motorcycles for a cost of \$94,881.54 from Long Beach BMW Motorcycles;
 - c) One (1) Ford Transit Cargo Van for a cost of \$69,321.51 from National Auto Fleet Group;
 - d) One (1) 4x4 pick-up for a cost of \$48,787.86 from National Auto Fleet Group;
 - e) Police Radios for a cost of \$12,681.29 from Telecom, Inc.;
 - f) Mobile Dispatch Computers for a cost of \$20,433.00 from PCS Mobile.
2. Authorize a budget appropriation of \$595,829 from 2018 Bank of America Line of Credit in the amount of \$541,893 and \$53,936 from RiverPark CFD#5 Fund 174 Fund Balance (Public Safety Committee approved 3-0).

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

9. Public Works Department

SUBJECT: Award Trade Services Agreement A-8129 to Quinn Company for Department-wide Maintenance of Generators and Heavy Equipment.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a three (3) year Trade Services Agreement A-8129 with Quinn Company for the maintenance of department generators and heavy equipment, for an amount not to exceed \$610,083.33. (Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

L. PUBLIC HEARINGS

1. Community Development Department

SUBJECT: Appeal of Planning Commission Action of PZ 18-500-12, Special Use Permit Regarding Property Located at 2900 Saviers Road; Request for Continuance to Date Uncertain. (5/5/5)

RECOMMENDATION: That the City Council continue the appeal hearing for Planning and Zoning Permit No. 18-500-12 (SUP) for property located at 2900 Saviers Road to a date uncertain.

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

2. Community Development Department

SUBJECT: Rio Urbana Development Project located at 2714 East Vineyard Avenue consisting of 15,000 SF Office Building and 167 For Sale Residential Units Over Nine Individual Buildings. Filed By Rio School District and The Pacific Companies. (10/15/10)

RECOMMENDATION: That the City Council:

1. Conduct a public hearing;
2. Adopt a Resolution adopting Mitigated Negative Declaration (MND) 2017-04, authorizing proceeding with Annexation of the Parcel PZ Nos. 17-610-01 (Annexation) (subject to approval of Tax Sharing Agreement) and approving 17-620-01 (General Plan Amendment) to change the land use designation from School to Commercial General and to add the Project site to the El Rio West Neighborhood, subject to certain findings and conditions;
3. Adopt a Resolution adopting PZ Nos. 17-300-03 (Tentative Subdivision Map for Tract No. 5998) and 17-535-02 (Density Bonus), subject to certain findings and conditions;
4. Introduce an Ordinance (by title only, waiving further reading) approving PZ No. 17-560-01 (Pre-Zoning) to General Commercial Planned Development (C2-PD); and
5. Authorize City staff to negotiate with the County of Ventura a Project Specific Tax Share Agreement.

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

M. REPORTS

1. Finance Department

SUBJECT: Corrective Action Plan Update. (15/5/5)

RECOMMENDATION: That the City Council receives an update on progress made on the Corrective Action Plan (CAP) in response to Single Audit findings received for audits conducted on fiscal years

2015 through 2018. (Finance and Governance Committee approved 3-0)

Legislative Body: City Council

Contact: Kevin Riper, (805) 385-7475

2. Finance Department

SUBJECT: FY 2018-19 Comprehensive Annual Financial Report and Summary Presentation. (20/10/5)

RECOMMENDATION: That the City Council receive and file the FY 2018-19 Comprehensive Annual Financial Report (CAFR) and receive a summary presentation presented by the City's external auditors, Eadie + Payne, LLP. (Finance and Governance Committee approved 3-0)

Legislative Body: City Council

Contact: Kevin Riper, (805) 385-7475

3. City Manager Department

SUBJECT: City of Oxnard Internal Audit Annual Work Plan Proposal for FY 2019/2020. (5/5/5)

RECOMMENDATION: That the City Council ratify the Internal Auditor Annual Work Plan for FY2019/2020. (Finance and Governance Committee approved 3-0)

Legislative Body: City Council

Contact: Shiri Klima, (805) 385-7487

N. ADJOURNMENT



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

DATE: February 4, 2020

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 January 15, 2020 special meeting and January 21, 2020 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 items 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 01.15.2020 CC special meeting
2. Minutes 01.21.2020 CC,HA regular meeting

MINUTES
 OXNARD CITY COUNCIL
 Special Meeting
 January 15, 2020

A. ROLL CALL, POSTING OF AGENDA

At 5:33 p.m., Mayor Flynn called to order the special meeting of the Oxnard City Council in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Gabriela Basua, Bryan A. MacDonald, Bert E. Perello, Mayor Pro Tem Carmen Ramirez, and Mayor Tim Flynn were present; Councilmembers Vianey Lopez and Oscar Madrigal were absent (arrived at 5:46 p.m. and 6:26 p.m., respectively).

Staff members present were Alexander Nguyen, City Manager; Stephen M. Fischer, City Attorney; Ashley Golden, Assistant City Manager; Shiri Klima, Deputy City Manager; Jeffrey Lambert, Community Development Director; and Michelle Ascencion, City Clerk.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS (None received.)

C. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code section 54956.9(d)(1))
 Name of Case: In the Matter of: Order Instituting Rulemaking to Develop an Electricity Integrated Resource Planning Framework and to Coordinate and Refine Long-Term Procurement Planning Requirements Public Utilities Commission Proceeding No. R.16-02-007.

Mayor Flynn read the following closed session statement:

“The City Council will recess to a closed session, pursuant to Government Code section 54956.9(d)(1), to confer with its attorneys. The title of the litigation being discussed is the California Public Utilities Commission Proceeding to Develop an Electricity Integrated Resource Planning Framework and to Coordinate and Refine Long-Term Procurement Planning Requirements.”

At 5:35 p.m., the City Council recessed to a closed session. At 6:10 p.m. the City Council reconvened in open session in the Council Chambers. The City Attorney made the following announcement: “The City Council met in closed session on the matter of the PUC proceeding and provided direction to legal counsel.”

D. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

E. REPORTS

City Attorney Department

1. SUBJECT: 9212 Report regarding:

A. "Expansion of Duties of Elected City Treasurer By Appointing the City Treasurer as Director of Finance and Giving the City Treasurer Additional Duties Pursuant to that New Role: Authority Over City's Finance Department; Selection and Oversight of Internal Auditor; Establishment, Preparation and Submittal of Monthly Financial Reports; Establishment, Preparation and Submittal of Monthly Performance Measurements for City Departments; and Preparation and Submittal of Annual City Budget";

B. "Early Termination of Measure O Sales Tax If Specific Pavement Standards for City Streets and Alleys Are Not Met; Extension of Measure O Sales Tax For Additional Five Year Periods If Specific Pavement Standards Are Met"; and

C. "New Requirements Regarding the Way in Which City Council Meetings, Council Committees and Other City Legislative Bodies Are Run."

RECOMMENDATION: That the City Council receive the Election Code Section 9212 report prepared by Russ Branson of Russ Branson Consulting regarding the following three initiatives certified by the City Clerk as sufficient:

A. "Expansion of Duties of Elected City Treasurer By Appointing the City Treasurer as Director of Finance and Giving the City Treasurer Additional Duties Pursuant to that New Role: Authority Over City's Finance Department; Selection and Oversight of Internal Auditor; Establishment, Preparation and Submittal of Monthly Financial Reports; Establishment, Preparation and Submittal of Monthly Performance Measurements for City Departments; and Preparation and Submittal of Annual City Budget";

B. "Early Termination of Measure O Sales Tax If Specific Pavement Standards for City Streets and Alleys Are Not Met; Extension of Measure O Sales Tax For Additional Five Year Periods If Specific Pavement Standards Are Met"; and

C. "New Requirements Regarding the Way in Which City Council Meetings, Council Committees and Other City Legislative Bodies Are Run."

The City Attorney introduced Russ Branson of Russ Branson Consulting, who gave a report. Public comments were received from Christopher Williams, Phillip Molina, Ray Blattel, Peter Martinez, Nancy Lindholm, Kay Brainard, Deborah Baber, Lauraine Effress, Steve McNaughten, Aaron Starr, Alicia Percell, Alex Burum, Steve Buenger, Pat Brown, Greg Runyon, Daniel Chavez Jr., Tim Lumas, Mike Gregson, Gabriel Teran, and Armando Delgado. Written comments were received from Lauraine Effress and Aaron Starr. Discussion ensued among the Council and staff. No action was required.

City Attorney Department

2. SUBJECT: 9212 Report Regarding "Expedited Processing of Certain City-Issued Development Permits If Projects Meet Specific Requirements and Project Applications Are Filed By Specified Professionals Who Have Received Required Training Pursuant to the New Program; Program Includes Audits of Approved Permits and Appeals of Certain Denied Permits and Adverse Certification Actions of the Specified Professionals to Newly Created Appeals Board and to the City Council."

RECOMMENDATION: That the City Council receive an Election Code Section 9212 report prepared by Community Development Director Jeff Lambert regarding the following initiative certified by the City Clerk as sufficient: "Expedited Processing of Certain City-Issued Development Permits If Projects Meet Specific Requirements and Project Applications Are Filed By Specified Professionals Who Have Received Required Training Pursuant to the New Program; Program Includes Audits of Approved Permits

and Appeals of Certain Denied Permits and Adverse Certification Actions of the Specified Professionals to Newly Created Appeals Board and to the City Council.”

The City Attorney introduced the Community Development Director, who gave a report. Public comments were received from Lauraine Effress, Mac McLaughlin, Nancy Lindholm, Corey Harpole, Armando Delgado, Jonathan Duran, Scott Zimmerman, Pat Brown, Aaron Starr, Alicia Percell, Miguel Rodriguez, Jackie Tedeschi, and Greg Runyon. No action was required.

F. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public comments were received from Aaron Starr and Alicia Percell.

G. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Initiation of litigation pursuant to Government Code Section 54956.9, subd. (d)(4):
Four cases.

Mayor Flynn read the following closed session statement:

“The City Council will recess to a closed session pursuant to Government Code section 54956.9(d)(4), based on existing facts and circumstances, to decide whether to initiate litigation in four potential cases.”

At 9:39 p.m., the City Council recessed to a closed session. At 10:43 p.m. the City Council reconvened in open session in the Council Chambers. The City Attorney made the following announcement: “The City Council has directed the City Attorney to initiate legal actions regarding three of the four initiatives. By a vote of 6-1, with Councilmember Madrigal dissenting, the City Council voted to initiate litigation on the measure entitled, ‘New Requirements Regarding the Way in Which City Council Meetings, Council Committees and Other City Legislative Bodies Are Run.’ By a vote of 6-1, with Councilmember Madrigal dissenting, the City Council voted to initiate litigation on the measure entitled, ‘Early Termination of Measure O Sales Tax If Specific Pavement Standards for City Streets and Alleys Are Not Met; Extension of Measure O Sales Tax For Additional Five Year Periods If Specific Pavement Standards Are Met.’ By a vote of 6-1, with Councilmember Madrigal dissenting, the City Council voted to initiate litigation on the measure entitled, ‘Expansion of Duties of Elected City Treasurer By Appointing the City Treasurer as Director of Finance and Giving the City Treasurer Additional Duties Pursuant to that New Role: Authority Over City’s Finance Department; Selection and Oversight of Internal Auditor; Establishment, Preparation and Submittal of Monthly Financial Reports; Establishment, Preparation and Submittal of Monthly Performance Measurements for City Departments; and Preparation and Submittal of Annual City Budget.’ ”

H. REPORTS

City Attorney Department

1. SUBJECT: Consideration of Action on Initiative Measures Titled:

1. “New Requirements Regarding the Way in Which City Council Meetings, Council

Committees and Other City Legislative Bodies Are Run;”

2. “Early Termination of Measure O Sales Tax If Specific Pavement Standards for City Streets and Alleys Are Not Met; Extension of Measure O Sales Tax For Additional Five Year Periods If Specific Pavement Standards Are Met;”

3. “Expedited Processing of Certain City-Issued Development Permits If Projects Meet Specific Requirements and Project Applications Are Filed By Specified Professionals Who Have Received Required Training Pursuant to the New Program; Program Includes Audits of Approved Permits and Appeals of Certain Denied Permits and Adverse Certification Actions of the Specified Professionals to Newly Created Appeals Board and to the City Council;” and

4. “Expansion of Duties of Elected City Treasurer By Appointing the City Treasurer as Director of Finance and Giving the City Treasurer Additional Duties Pursuant to that New Role: Authority Over City’s Finance Department; Selection and Oversight of Internal Auditor; Establishment, Preparation and Submittal of Monthly Financial Reports; Establishment, Preparation and Submittal of Monthly Performance Measurements for City Departments; and Preparation and Submittal of Annual City Budget.”

RECOMMENDATION: That the City Council:

1. For each of the four initiatives, either: a) adopt the ordinance, or b) call an election; and
2. If calling the election, adopt **Resolution No. 15,296 [permits initiative]** ordering consolidation with the November 3, 2020 statewide election and requesting the County Clerk to conduct the election and authorizing the Board of Supervisors to canvass the returns.

(As it was after 10:00 p.m., the City Council voted unanimously to proceed with the item.)

The City Attorney explained that based on the actions taken in closed session which were previously announced, the recommended action pertained only to the third initiative (regarding permits) in the Subject list, since the others will be subjected to a court challenge. The City Attorney gave a report. Public comments were received from Greg Runyon. Discussion ensued among the Council and staff.

It was moved by Councilman MacDonald, seconded by Councilmember Madrigal, to call an election and adopt the consolidation resolution for the permits initiative only. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, and Ramirez voted in favor; Perello voted no, stating he feels the permits initiative should also go to litigation. The motion carried 6-1.

I. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 10:55 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor

MINUTES
 OXNARD CITY COUNCIL
 Regular Meeting
 January 21, 2020

A. ROLL CALL, POSTING OF AGENDA

At 5:32 p.m., Mayor Flynn called to order the regular meeting of the Oxnard City Council (concurrently with the Oxnard Housing Authority) in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Gabriela Basua, Vianey Lopez, Bryan A. MacDonald, Bert E. Perello, Mayor Pro Tem Carmen Ramirez, and Mayor Tim Flynn were present; Councilmember Oscar Madrigal was absent (arrived at 6:43 p.m.). Housing Commissioner Jose Andrade arrived at 6:00 p.m.; Commissioner Francisco Vega was absent.

Staff members present were Alexander Nguyen, City Manager; Stephen M. Fischer, City Attorney; Ashley Golden, Assistant City Manager; Shiri Klima, Deputy City Manager; and Michelle Ascencion, City Clerk.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS (None received.)

C. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1)) (City Council)
 Name of case: In the Matter of: Order Instituting Rulemaking to Develop an Electricity Integrated Resource Planning Framework and to Coordinate and Refine Long-Term Procurement Planning Requirements Public Utilities Commission Proceeding No. R.16-02-007.

Mayor Flynn read the following closed session statement:

“The City Council will recess to a closed session, pursuant to Government Code section 54956.9(d)(1), to confer with its attorneys. The title of the legislation being discussed is the California Public Utilities Commission Proceeding to Develop an Electricity Integrated Resource Planning Framework and to Coordinate and Refine Long-Term Procurement Planning Requirements.”

At 5:33 p.m., the City Council recessed to a closed session. At 6:06 p.m. the City Council reconvened in open session in the Council Chambers. The City Attorney announced that there were no reportable actions out of closed session.

D. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

Additional staff members present at this time were Brian Yanez, Assistant Public Works Director; Emilio Ramirez, Housing Director; Kevin Riper, Chief Financial Officer; Keith Brooks, Chief Information Officer; Mike Shaffer, Information Technology Manager; Roger Brooks, Code

Compliance Manager; and Denise Shadinger, Police Commander.

E. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Gabriel Pimental (5G towers), Ray Blattel (mayor's comments during previous meeting), Chris Frost (Tri-County Sentry newspaper); Greg Runyon (the importance of unity and kindness), Pat Brown (recent Planning Commission meeting and Community Meeting), Aaron Starr (citizen initiative process), and Larry Barbarine (homeless assistance, opportunity zones, Christmas tree pickup, computer security, and city investments).

F. REPORT OF CITY MANAGER

The City Manager introduced Dr. Gabino Aguiere, Region 5 Coordinator for the upcoming 2020 Census, who gave an update on the Complete Count Committee's education and awareness efforts. The City Manager also announced the upcoming annual homeless point-in-time count.

City Manager Department

1. SUBJECT: Agreement for Demolition and Remediation of the Ormond Beach Generating Station.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Agreement No. A-8207 with GenOn California South, GP (GenOn) setting forth a timeline for, and GenOn's funding of, demolition and remediation of the Ormond Beach Generating Station (OBGS), and regulatory objectives to support extending operation of OBGS through 2023 to fund demolition and remediation to be completed by 2027.

The City Manager gave a report. Public comments were received from Pat Brown, Lauraine Effress, and Alicia Percell. 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.

G. CITY COUNCIL REPORTS

Mayor Pro Tem Ramirez reported on the recent "Oxnard Together" event. She later reported on the Martin Luther King Day march, an O'My Theater children's performance, and the Jackson Wheeler poetry event at the library.

Councilmember Madrigal commented on the Martin Luther King Day march, showing compassion for the homeless, and improving the city's reputation and quality of life.

Councilman MacDonald reported on the Martin Luther King Day march and announced an upcoming SCE Government Advisory Council meeting.

Councilmember Lopez announced upcoming trainings for the homeless point-in-time count, reported on the recent Southwinds neighborhood meeting, and announced the upcoming Cal-Gisler neighborhood meeting.

Councilmember Perello reported on the Martin Luther King Day march, announced upcoming neighborhood council meetings, commented on the Tierra Rejada landfill, a recent Planning Commission meeting, opportunity zones, 5G, and public walkways in the Oxnard Shores neighborhood.

Councilwoman Basua reported on attending recent cleanup events at Ormond Beach and announced she was spearheading the initiation of monthly beach cleanup events.

H. REVIEW OF INFORMATION/CONSENT AGENDA

Councilman MacDonald announced a potential real estate conflict on item J-3 and left the dais when that item was discussed. Items J-2, J-3, and J-4 were discussed among the Council and staff.

I. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Ray Blattel and Pat Brown.

J. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.
RECOMMENDATION: That the City Council approve the minutes of the January 7, 2020 regular meeting as presented.

Public Works Department

2. SUBJECT: Award Agreement A-8203 to Tomar Construction for Fire Station 6 Roof Replacement Project.
RECOMMENDATION: That the City Council:
 1. Award and authorize the Mayor to execute Agreement A-8203 in the amount of \$377,270.50 from existing appropriation of the Fire Station 6 Roof Replacement Project (Project No. MO2206) with Tomar Construction, Inc.;
 2. Approve \$37,727 for project contingency from existing appropriation of the Fire Station 6 Roof Replacement (Project No. MO2206); and
 3. Approve \$37,727 for engineering, inspection, survey and project management from existing appropriation of the Fire Station 6 Roof Replacement (Project No. MO2206).
3. SUBJECT: Award Contract A-8188 to Pueblo Construction for PAL Gym South Wing Roof Repair.
RECOMMENDATION: That the City Council:
 1. Award and authorize the Mayor to execute Agreement A-8188 in the amount of \$206,490.60 for the PAL Gymnasium South Wing Roof Repair Project Specification No. PW 20-11 (Project No. 205501) with Pueblo Construction, Inc.;
 2. Approve \$20,649 for Project contingency from existing appropriation of the Oxnard PAL Facility Rehab (Project No. 205501) ; and
 3. Approve \$20,649 for engineering, inspection, survey and project management from existing appropriation of the Oxnard PAL Facility Rehab (Project No. 205501).

4. SUBJECT: Agreement A-8191 for Tree Maintenance Services PW 20-22.

RECOMMENDATION: That City Council:

1. Award and authorize the Mayor to execute Agreement No. 8191 with West Coast Arborists, Inc., for a five (5) year term for an amount not to exceed \$2,700,000, for tree maintenance services; and
2. Authorize a Budget Appropriation in the amount of \$180,000 from Special Districts: LMDs 23, 25, 33, 34, 40, 47, 52, 53, and CFD 2.
(Public Works and Transportation Committee approved 3-0)

It was moved by Councilmember Perello, seconded by Mayor Pro Tem Ramirez, to approve Information/Consent items J-1, J-2, and J-4 as presented. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Perello, to approve Information/Consent item J-3 as presented. VOTE: Basua, Flynn, Lopez, Madrigal, Perello, and Ramirez voted in favor; MacDonald was recused. The motion carried 6-0-1.

K. REPORTS

Housing Department

3. SUBJECT: Demolition of Colonia Village.

RECOMMENDATION: That the Housing Authority Board of Commissioners adopt **Resolution No. 1315** approving an amendment to the Public and Indian Housing Information Center (PIC) Application DDA0001989 at Colonia Village, CA031001 allowing for the demolition of the existing public housing units prior to the disposition of such property in accordance with existing HUD approval and approving and authorizing an unsecured promissory note (predevelopment loan) for the purpose of providing for the immediate demolition of the existing public housing units.

The Housing Director gave a report. The City Attorney announced that Councilmember Madrigal had recused himself due to a real estate conflict and left the dais during the presentation. 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: Andrade, Basua, Flynn, Lopez, MacDonald, Perello, and Ramirez voted in favor; Madrigal was absent (recused). The motion carried 7-0-1.

Councilmember Madrigal returned to the dais.

Finance Department

1. SUBJECT: Approval of 2020 Gas Tax Revenue Refunding Bonds (Refinancing of the Gas Tax Revenue Certificates of Participation (2007 Street Improvement Program)).

RECOMMENDATION: That the City Council approve **Resolution No. 15,297: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING THE ISSUANCE AND SALE OF GAS TAX REVENUE**

REFUNDING BONDS, SERIES 2020 TO REFINANCE OUTSTANDING OBLIGATIONS, AUTHORIZING EXECUTION OF AN INDENTURE OF TRUST, AND AUTHORIZING EXECUTION OF AND APPROVING RELATED AGREEMENTS AND OFFICIAL ACTIONS. (Finance and Governance Committee approved 3-0)

The Chief Financial Officer made some brief remarks and introduced Craig Hill of NHA Advisors, who gave a report. Discussion ensued among the Council and staff.

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

Information Technology Department

2. SUBJECT: Oxnard 311 - Performance Update Report.
RECOMMENDATION: That the City Council receive an update on the third year (and first half of fourth year) performance of the Oxnard 311 Constituent Relationship Management Mobile Application.

The Chief Information Officer and Information Technology Manager gave a report. Public comments were received from Ray Blattel and Aaron Starr. Discussion ensued among the Council and staff. No action was required.

City Clerk Department

4. SUBJECT: Certificate of Sufficiency of Signatures for Initiative Petition.
RECOMMENDATION: That the City Council receive and file the certificate of sufficiency for the initiative: "Term Limits for the Mayor and Councilmembers, Extension of Mayor's Term from Two Years to Four Years Starting in 2022."

The City Clerk gave a report. Public comments were received from Aaron Starr. Discussion ensued among the Council and staff. No action was required.

L. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public comments were received from Ray Blattel and Aaron Starr.

M. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (City Council)
Initiation of litigation pursuant to Government Code Section 54956.9, subd. (d)(4): One case.

Mayor Flynn read the following closed session statement:

"The City Council will recess to a closed session, pursuant to Government Code section 54956.9(d)(4), based on existing facts and circumstances, to decide whether to initiate litigation in one potential case."

At 8:58 p.m., the City Council recessed to a closed session. At 9:18 p.m. the City Council reconvened in open session in the Council Chambers. The City Attorney announced that there were no reportable actions out of closed session.

N. REPORTS

City Attorney Department

1. SUBJECT: Consideration of Action on Initiative Measure Titled: “Term Limits for the Mayor and Councilmembers, Extension of Mayor’s Term from Two Years to Four Years Starting in 2022.”
RECOMMENDATION: That the City Council:
 1. For the above initiative, either: a) adopt **Ordinance No. 2974**, or b) call an election; and
 2. If calling the election, adopt a resolution ordering consolidation with the November 3, 2020 statewide election and requesting the County Clerk to conduct the election and authorizing the Board of Supervisors to canvass the returns.

The City Attorney gave a report. Public comments were received from Pat Brown, Aaron Starr, and Greg Runyon. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilman MacDonald, to adopt the Ordinance as presented. VOTE: Basua, Flynn, Lopez, MacDonald, Perello, and Ramirez voted in favor; Madrigal voted against. The motion carried 6-1.

O. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 9:27 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor



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

DATE: February 4, 2020

TO: City Council

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

SUBJECT: CalHome Mortgage and Rehabilitation Assistance Program Funding Application.

RECOMMENDATION

That the City Council:

1. Adopt a resolution authorizing the City Manager to submit an application to the California State Department of Housing and Community Development for \$950,000 in CalHome grant program funds to be used for first-time home-buyer assistance and owner-occupied residential rehabilitation assistance and execute a Standard Agreement with the California State Department of Housing and Community Development, if awarded funds, and any related documents necessary to participate in the CalHome program including required amendments and modifications; and
2. Authorize the Housing Director to review and approve updates and other changes from time to time to program policies and procedures for the City's existing First-Time Homebuyer and Residential Rehabilitation programs for consistency with CalHome and other regulations pertaining to these programs and the City's housing priorities.

BACKGROUND

On November 27, 2019, the California State Department of Housing and Community Development announced the availability of \$57 million under the CalHome -Notice of Funding Availability. Applications are due on January 27, 2020. State CalHome Program funds are made available through the Affordable Housing Bond Act Trust Fund of 2018 and are intended to be used by Local Public Agencies and Non-Profit Corporations to enable low- and very low-income households to become or remain homeowners.

CalHome funds are allocated through a competitive process based on the merits of each application received. The California State Department of Housing and Community Development will rate all CalHome applications received and assign them a score based on eligibility and minimum threshold criteria. Applicants may apply to fund up to two programs in a single application. The California State Department of Housing and Community Development will score each program separately. Therefore, applicants soliciting funding for two programs will have two separate scores. The two scores will be averaged into one score. The minimum application amount for any single activity or program is \$500,000 and \$600,000 if applying for more than one activity in one application. The maximum application amount for one or more activities is \$5 million. If awarded, applicants will have three years to spend all grant funds issued.

DISCUSSION

The following activities are eligible for funding within the CalHome Program and are recommended by the Housing Department to supplement the City's existing programs:

- First-Time Homebuyer Mortgage Assistance; and

- Owner-Occupied Rehabilitation Assistance (including or rehabilitation of Accessory Dwelling Units and Junior Accessory Dwelling Units)

The First-Time Homebuyer Mortgage Assistance Program provides funding to issue deferred payment loans to low-income first-time homebuyers for down-payment and closing costs. Housing staff recommends that the City request \$450,000 in Mortgage Assistance Funding from the California State Department of Housing and Community Development under the CalHome program. This funding will supplement the Housing Department's Affordable Housing and Rehabilitation Division's existing First-Time Homebuyer Program by providing gap funding for an average of five first-time homebuyer loans per year over the next three years. First-time homebuyer assistance will average \$30,000 per household assisted, be a silent second, have a simple interest rate of up to three percent per year, have a term of thirty years, and require that homebuyers occupy the home as their primary residence during the term of the loan. In addition, under the current CalHome Notice Of Funding Availability, homebuyers issued mortgage assistance loans will now have the option to purchase homes with Accessory Dwelling Units or Junior Accessory Dwelling Units.

The Owner-Occupied Residential Rehabilitation Assistance Program provides funding to issue deferred-payment loans to low-income homeowners for repairs and improvements to their homes (including manufactured homes not on permanent foundation) to correct any condition causing the home to be substandard. In addition, under the current CalHome NOFA, homebuyers issued owner-occupied residential rehabilitation assistance loans now have the option of including repair, full reconstruction, or the addition of an Accessory Dwelling Units or Junior Accessory Dwelling Units. Housing staff recommends that the City request \$500,000 in Owner-Occupied Residential Rehabilitation Assistance Funding from the California State Department of Housing and Community Development under the CalHome program. This funding will supplement the Housing Department's Affordable Housing and Rehabilitation Division's existing Residential Rehabilitation Program by providing deferred payment loans to homeowners with rehabilitation assistance totaling up to \$75,000 per household assisted, or a maximum of \$125,000 if the home is in need of reconstruction, for a total of six to sixteen loans over a three-year period depending on the loan amount each household receives. Deferred-payment loans will have an interest rate of up to three percent simple interest per year, a term of thirty years, and require that homeowners occupy the home as their primary residence during the term of the loan. However, financial assistance for manufactured homes will be issued in the form of a secured forgivable loan due in twenty years, with ten percent of the original principal to be forgiven annually for each additional year beyond the tenth year that the home is owned.

Activity Delivery Fees

The Housing Department's Affordable Housing and Rehabilitation Division staff will administer the loan programs. The California State Department of Housing and Community Development will provide funding to cover Activity Delivery Fees of up to ten (10) percent of the total award amount for the First-Time Homebuyer Mortgage Assistance Program and up to 20 percent of the total award amount for the Owner-Occupied Rehabilitation Loan Program. Activity Delivery Fees will be available to off-set direct costs related to processing of the loans. Thus, the immediate costs associated with processing loan applications are recoverable from a portion of the grant proceeds.

However, the long-range costs of monitoring the loans provided pursuant to the grant are not reimbursed by the California State Department of Housing and Community Development, nor recoverable via an Activity Delivery Fee. Every time a loan is provided to a first-time homebuyer or existing homeowner, the City assumes a long-term monitoring and compliance obligation. Affordable Housing staff will be required to monitor and enforce compliance with the owner-occupancy requirements, resale restrictions, and all other obligations set forth in the Resale Restriction Agreement, for the next 20 to 30 years.

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.

FINANCIAL IMPACT

There is no immediate financial impact associated with the filing of the application for the CalHome grant. If the City is successful in being awarded the grant, however, the City will incur certain costs.

If awarded CalHome funding, the immediate costs of receiving and processing applications from applicants for the first-time homebuyer and residential rehabilitation assistance programs will be incurred in the three years after a Standard Agreement with the California State Department of Housing and Community Development is executed. As indicated above, CalHome will allow the city to recapture Activity Delivery fees to reimburse the City for costs directly attributable to a specific loan application. There is, however, no provision under which the grant will provide funding to cover the City's monitoring, compliance, and enforcement costs over the next twenty to thirty years, which may impact the General Fund in the future.

Therefore, staff will return to City Council for long-term fiscal review and appropriations if and when the City is awarded the grant.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Elsa Brown, Affordable Housing Program Manager

ATTACHMENTS

1. Exhibit A - Resolution of Approval

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE CALHOME PROGRAM, THE EXECUTION OF A STANDARD AGREEMENT IF SELECTED FOR SUCH FUNDING AND ANY AMENDMENTS THERETO, AND ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE CALHOME PROGRAM.

WHEREAS, the City of Oxnard, a political subdivision of the State of California, wishes to apply for and receive an allocation of funds through the CalHome Program; and

WHEREAS, The California Department of Housing and Community Development (hereinafter referred to as "HCD") issued a Notice of Funding Availability ("NOFA") on November 27, 2019 and a subsequent Amended NOFA on December 23, 2019, for the CalHome program established by Chapter 84, Statutes of 2000 (SB 1656 Alarcon), and codified in Chapter 6 (commencing with Section 50650) of Part 2 of Division 31 of the Health and Safety Code (the "statute"). Pursuant to the statute, HCD is authorized to approve funding allocations utilizing monies made available by the State Legislature to the CalHome program, subject to the terms and conditions of the statute and the CalHome Program Regulations adopted by HCD in April 2004; and

WHEREAS, the City of Oxnard, wishes to submit an application to obtain from HCD an allocation of CalHome funds in the amount of \$950,000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OXNARD THAT:

SECTION 1. The City of Oxnard shall submit to HCD an application to participate in the CalHome Program in response to the NOFA issued on November 27, 2019, the Amended NOFA issued on December 23, 2019, and any amended NOFAs thereto which will request a funding allocation for the following activities: First-Time Mortgage Assistance in the amount of \$450,000 and Owner-Occupied Rehabilitation Assistance in the amount of \$500,000, located in the City of Oxnard.

SECTION 2. If the application for funding is approved, the City of Oxnard hereby agrees to use the CalHome funds for eligible activities in the manner presented in the application as approved by HCD and in accordance with program regulations cited above. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. The City of Oxnard acknowledges and agrees that it may be required to execute any and all other instruments necessary or required by HCD for participation in the CalHome Program.

SECTION 3. The City of Oxnard authorizes the City Manager of the City of Oxnard to execute in the name of the City of Oxnard, the application, the Standard Agreement, and any subsequent amendments or modifications thereto, as well as any documents required by HCD for participation in the Calhome Program, and any amendments thereto.

PASSED AND ADOPTED by the City Council of the City of Oxnard on this _____ day of _____, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen Fischer, City Attorney



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

DATE: February 4, 2020

TO: City Council

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

SUBJECT: Appropriation of Funds for Wastewater Treatment Reliability Projects.

RECOMMENDATION

That the City Council authorize an appropriation from the Wastewater Treatment Operating Fund 621 in the amount of \$451,680 to fund agreement A-7815 with AECOM Technical Services Inc. for engineering design services for projects at the Oxnard Wastewater Treatment Plant. (Public Works and Transportation Committee approved 3-0)

BACKGROUND

AECOM Technical Services Inc. (AECOM) provides the City of Oxnard with civil engineering services, primarily for the Wastewater and Water Divisions of the Public Works Department. The City previously had two agreements with AECOM: one for the Oxnard Wastewater Treatment Plant (OWTP) improvements (Wastewater Agreement A-7815) and another for the water operations support (Water Agreement A-7700).

On December 13, 2017 (second amendment to agreement A-7815), City Council approved merging the two contracts into one master agreement A-7815 for a total amount not to exceed \$13,429,858.

The breakdown of the total contract amount is:

- \$4,263,693 for Water
- \$8,916,165 for Wastewater (of which \$5,785,297 was added and approved for design and post design services)
- \$250,000 for on-call engineering services

DISCUSSION

On December 13, 2017, City Council approved the Second Amendment to Agreement A-7815 with AECOM Engineering in the amount of \$5,785,297 for the OWTP design and post design services. To date, \$5,333,617 of the contract amount has been encumbered. The scope of the second amendment was for the design and engineering services during construction for the OWTP reliability projects. AECOM has completed approximately 90% of the final design of the reliability projects.

Bid documents are being prepared for the following projects:

- Site Security Upgrades
- New Electrical Building

- New Emergency Generator
- Replacement Storage Building
- Headworks Odor Control
- Activated Sludge Tank Diffuser Replacement
- Inter-Stage Pumping Station Upgrades
- Replacement of SCADA System
- Motor Control Center Replacement
- Site Piping Improvements

The following projects are in construction:

- Rebuild of Third Cogeneration Unit
- Emergency Repairs Project

Staff is now requesting an appropriation of \$451,680 to complete the remaining OWTP design effort as well as engineering services during and after construction. This appropriation concludes the encumbrance of the remaining funds for the A-7815 AECOM agreement.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Process 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

Additional funding of \$451,680 is to be appropriated to fund the remaining design and post design engineering services of the listed projects for the OWTP. After this appropriation, the FY19-20 Projected Ending Unassigned Fund Balance of the Wastewater Operating Funds is \$27.14 million and the Wastewater Security Contamination Fund is \$1.54 million.

Project Number and Descriptions	Funding Wastewater Treatment Operating Fund 621
Project# 186605 Primary Clarifier Rehab	\$ 20,000.00
Project# 186607 Activated Sludge Tank Rehab	\$ 22,584.00
Project# 186613 SCADA	\$ 90,336.00
Project# 186614 Lab HVAC Unit	\$ 70,336.00
Project# 186620 Headworks Rehab & Odor Control	\$ 37,752.00
Project# 186621 Digesters Rehab	\$ 45,168.00
Project# 186622 Interstage & Effluent Pump Station	\$ 22,584.00

Rehab	
Project# 186624 Plant Motor Control Center Panel Replacement	\$ 22,584.00
Project# 186625 Main Electrical Building Replacement	\$ 22,584.00
Project# 186626 Site Piping Replacement	\$ 30,000.00
Project# 186627 WW Site Security	\$ 22,584.00
Project# 186628 Storage Warehouse Building	\$ 45,168.00
Total recommended	\$ 451,680.00

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on January 14, 2020 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. A-7815 Budget Appropriation
2. Executed Original Agreement - AECOM A-7815
3. AECOM A-7815 (A1)
4. A-7815 Amedment 2

REQUEST FOR BUDGET APPROPRIATION

ITEM #K-3

Department: PUBLIC WORKS
 Project/Program
 Manager: JORGE ESPINOSA

Date: November 12, 2019
 Phone: 805-276-7141

Reason for Appropriation:

Appropriate necessary funds to fulfill agreement A-7815 with AECOM for engineering and design services for Oxnard Wastewater Treatment Reliability Projects.

Accounts and Descriptions

AMOUNT

Fund: 621- WASTEWATER TREATMENT OPERATING

Expenditures/Transfers Out

PRIMARY CLARIFIER REHAB (Project 186605)

621-6631-826.86-25 ARCHITECTURAL & ENGINEERING COST 20,000

ACTIVATED SLUDGE TANK REHAB (Project 186607)

621-6631-826.86-25 ARCHITECTURAL & ENGINEERING COST 22,584

SCADA (PROJECT 186613)

621-6631-826.86-25 ARCHITECTURAL & ENGINEERING COST 90,336

LAB HVAC UNIT (Project 186614)

621-6631-826.86-25 ARCHITECTURAL & ENGINEERING COST 70,336

HEADWORKS REHAB & ODOR CONTROL (Project 186620)

621-6631-826.86-25 ARCHITECTURAL & ENGINEERING COST 37,752

DIGESTERS REHAB (Project 186621)

621-6631-826.86-25 ARCHITECTURAL & ENGINEERING COST 45,168

INTERSTAGE & EFFLUENT PUM STATION REHAB (PROJECT 186622)

621-6631-826.86-25 ARCHITECTURAL & ENGINEERING COST 22,584

PLANT MOTOR CONTROL CENTER PANEL REPLACEMENT (Project 186624)

621-6631-826.86-25 ARCHITECTURAL & ENGINEERING COST 22,584

MAIN ELECTRICAL BUILDING REPLACEMENT (Project 186625)

621-6631-826.86-25 ARCHITECTURAL & ENGINEERING COST 22,584

SITE PIPING REPLACEMENT (Project 186626)

621-6631-826.86-25 ARCHITECTURAL & ENGINEERING COST 30,000

STORAGE WAREHOUSE BUILDING (Project 186628)

621-6631-826.86-25 ARCHITECTURAL & ENGINEERING COST 45,168

Sub-total Expenditures 429,096

Net Change to Fund Balance (429,096)

Fund: 628- WW SEC & CONTAMINATION

WW SITE SECURITY (Project 186627)

628-6631-826.86-25 ARCHITECTURAL & ENGINEERING COST 22,584

Sub-total Expenditures 22,584

Net Change to Fund Balance (22,584)

Net Appropriation Change 451,680

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

Agreement No. A-7815

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made and entered into in the County of Ventura, State of California, this 28th day of July, 2015, by and between the City of Oxnard, a municipal corporation ("City"), and AECOM Technical Services, Inc. ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

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

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

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

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in Exhibit A attached hereto and incorporated by this reference in full herein (the "Services").

2. Method of Performing Services

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

3. Standard of Performance

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

4. Nonexclusive Services

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

5. Coordination of Services

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

ATTACHMENT NO. 1
PAGE 1 OF 58

6. Place of Work

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

7. Correction of Errors

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

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement pursuant to the schedule provided in Exhibit B attached hereto and incorporated by this reference in full herein. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Glen Hille, P.E., as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

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

11. City's Responsibility

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

12. Term of Agreement

This Agreement shall begin on July 28, 2015, and expire on July 28, 2016. 

13. Termination

a. This Agreement may be terminated by City without cause if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City

agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

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

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$218,745 for the Services at rates provided in Exhibit C attached hereto and incorporated by this reference in full herein.

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

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

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

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

15. Method of Payment

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

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

16. Responsibility for Expenses

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

17. Non-Appropriation of Funds

Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

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

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

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

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services

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

20. Confidentiality of Information

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

21. Indemnity

a. To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the "**Indemnified Party**") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Consultant's performance of this Agreement or Consultant's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

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

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

22. Insurance

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

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

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

23. Independent Contractor

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

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

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

24. Consultant Not Agent

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

25. Conflict of Interest

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

26. Assignability of Agreement

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

27. Successors and Assigns

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

28. Fair Employment Practices

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

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

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

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's

employment practices, to the extent such records are not confidential or privileged under State or federal law.

29. Force Majeure

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

30. Time of Essence

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

31. Covenants and Conditions

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

32. Governing Law

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

33. Compliance with Laws

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

34. Severability

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

35. Waiver

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

36. Counterparts

City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

37. Arbitration

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

38. Expenses of Enforcement

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

39. Authority to Execute

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

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

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to AECOM Technical Services, Inc., 1220 Avenida Acaso, Camarillo, CA 93012 Attention: Glen Hille, P.E.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Utilities Department, 305 West Third Street, East Wing, Oxnard, California 93030, Attention: Daniel Rydberg, P.E.

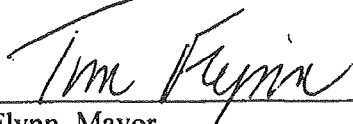
41. Amendment

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

42. Entire Agreement

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

CITY OF OXNARD



Tim Flynn, Mayor

CONSULTANT

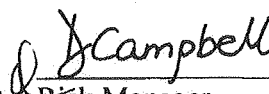

Glen Hille, Vice President
AECOM Technical Services, Inc.

ATTEST:



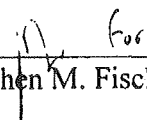
Daniel Martinez, City Clerk

APPROVED AS TO INSURANCE:



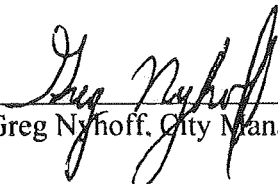
for Risk Manager

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

APPROVED AS TO AMOUNT:



Greg Nyhoff, City Manager

APPROVED AS TO CONTENT:



Daniel Rydberg, P.E., Interim Utilities Director

EXHIBIT A SCOPE OF SERVICES

This scope of work has been prepared for the proposed Capital Improvements Program being developed for the Oxnard Wastewater Treatment Plant (OWTP). The scope will be performed in multiple phases. The initial efforts include the tasks needed to support the rate study for the long-term capital improvements. If authorized, additional tasks include preliminary design of Phase 1 improvements to the OWTP, and conceptual design for the relocated facility.

The City of Oxnard is working with the Master Plan Consultant on the overall implementation plan for the funding and public interface of the OWTP Improvements. Thus, support for the following tasks is not included in this scope of services:

- Master planning
- Proposition 218 process
- Funding support
- Overall program CEQA compliance support
- Grant funding
- Interface with Regional Water Quality Control Board for Master Plan Project.
- Services related to contaminated soil/water or hazardous materials
- Regional Water Quality Control Board coordination and reporting
- Grant Management services

The Consultant anticipates the following conditions:

Safety: Consultant shall not have control over or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, including safety precautions and procedures, as these are solely the responsibility of the construction contractor. Consultant shall not have the authority to stop the work of the construction contractor. In no event shall Consultant be liable for the acts or omissions of any construction contractors, their subcontractors, any of their agents or employees, or any other persons or entities performing any work related to this project, or for the failure of any them to carry out construction work under contract with the City.

Opinions of Construction Cost: Any Opinion of the Construction Cost prepared by Consultant represents its judgment as a design professional and is supplied for the general guidance of City. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to City.

Hazardous Materials: Notwithstanding anything in this Agreement, Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure to persons to hazardous materials in any form, at the Project Site.

0.0 PROJECT MANAGEMENT – (PHASE 1)

0.1 PROJECT MANAGEMENT

Consultant will provide the following project management functions for 3 months:

0.1.1 Prepare Project Plan

The Project Work Plan will define how the consultation will proceed and will include tasks such as Consultant staffing assignment, communication protocol, deliverables, task leaders, and an anticipated project schedule.

- Deliverables: Project Work Plan

0.1.2 Prepare Monthly Invoices, Progress Reports, and Earned Value Analysis

Monthly progress reports will include summary of tasks completed, ongoing tasks, data requests, earned value analysis and work scheduled for following month. Reports will be submitted with monthly invoices.

- Deliverables: Monthly invoices, progress reports, and earned value analysis.

0.1.3 Project Management and QA/QC Coordination

This task includes coordination with the City and the project team, and quality control review. Overall project management for Phase 1 duration of 3 months, which includes supervision of in-house staff, planning and monitoring of contract budget and schedule, and coordination with the City and its other consultants, will be conducted by Project Manager, Joe Huang (PM).

0.2 MEETINGS AND WORKSHOPS

0.2.1 Coordination Meetings

The execution of the project from concept through design will require close coordination with City staff, as concepts and designs are developed and reviewed.

Meetings will be held at OWTP throughout the rate study support period and will include a summary of work completed, work planned, key issues, data needs, budget update and schedule overview. Consultant will lead the meetings and prepare an agenda, which will be distributed at least two days before the meeting. AECOM's and KEH's project managers will attend these meetings, with other technical staff attending as required.

- Deliverables: Meeting Summary will be delivered in Word and PDF format within seven (7) calendar days after the meeting.

1.0 CONCEPTUAL PLAN AND RATE STUDY SUPPORT (PHASE 1)

1.1 DEVELOP INTERIM NEEDS FOR OWTP

Consultant will review immediate needs plan for the existing OWTP, to provide capability to extend facility life up to eight (8) years. Investigations will include equipment and process evaluation for interim improvements that will extend process efficiency, replace deficient equipment, enhance interim treatment, and provide transition facilities as needed until the new treatment facility is commissioned.

Improvements and upgrades may include some or all of the following:

- a. Headworks Odor Control with Screen Walls, Concrete Repair, and Fiberglass Cover Replacement
- b. Headworks Below Cover Coating Repairs
- c. Replace Primary Clarifier Equipment
- d. Demolish Biotowers
- e. Add Baffle Walls in ASTs
- f. Upgrade Interstage Pump Station
- g. Effluent Pump Station Modification
- h. Clean Digesters
- i. Rehab the Gravity Thickeners
- j. Refurbish Belt Filter Presses
- k. Refurbish Cogeneration Units
- l. Standby Generators
- m. Replace Plant MCCs
- n. Plant-wide Utilities Upgrades
- o. SCADA System Upgrades

The evaluation will include review of plant operational risks, mandatory code and safety improvements, and remaining life analysis. Plant staff will be interviewed and maintenance history evaluated. Final recommendations will be subject to funding objectives and priorities established by the City.

A technical memorandum describing the analysis and recommendations will be prepared.

➤ Deliverables:

- Draft Investigations Technical Memorandum
- Final Investigations Technical Memorandum

1.2 CONCEPT DEVELOPMENT FOR FUTURE TREATMENT FACILITY

Based on the potential plan to relocate the treatment facilities to a new site, Consultant will develop detailed concepts for a membrane bioreactor facility in one of the several identified sites near West Hueneme Road. The conceptual plans will include up to three scenarios for incorporating existing facilities or abandoning the existing site. Concept

planning will include treatment requirements to meet Advanced Water Purification Facility (AWPF) raw water supply, Title 22 requirements for direct reuse, and ocean discharge

➤ Deliverables:

- Draft Conceptual Plan Technical Memorandum
- Conceptual Plan Review Workshop Minutes
- Final Conceptual Plan Technical Memorandum

1.3 COST PROJECTIONS FOR CAPITAL IMPROVEMENTS

Consultant will develop cost estimates to AAEC International, Class 4 Feasibility. Estimates will be developed on layout drawings developed for this purpose, using process sizing and industry standards for structure layouts. Estimates will include site development based on available site information, demolition and phasing of improvements for optimum use of existing facilities. It is intended that these estimates will refine the capital cost budgets as prepared by the Master Plan Consultant. A workshop will be held to review the estimates and assumptions on use of existing facilities.

➤ Deliverables:

- Draft and Final Construction Cost Estimates.
- Workshop Meeting Minutes.
- Meeting Summary will be delivered in Word and PDF format within seven (7) calendar days after the meeting.

1.4 PARTICIPATION IN WORKSHOPS

Consultant will develop presentations for workshops and planning meetings with the City to review the technical details of the various investigations. Alternative analyses will be developed using economic and non-economic criteria, and presented for discussion with City engineering and operations staff.

➤ Deliverables:

- Draft Presentation Materials in PowerPoint and PDF format
- Workshop Meeting Minutes.
- Meeting Summary will be delivered in Word and PDF format within seven (7) calendar days after the meeting.

1.5 COORDINATE WITH MASTER PLAN CONSULTANT

Consultant will share information and attend public meetings and workshops, and planning meetings to align efforts with those of the Master Plan Consultant.

Consultant will coordinate with the City and Master Plan consultant through Design Workshops. Master Plan Consultant's services will include, but not be limited to:

- Attendance and participation at meetings and workshops
- Graphic support and detailed evaluations of alternatives
- Overall wastewater system recommendations and co-ordination

2.0 PHASE 2 PRELIMINARY DESIGN (NOT AUTHORIZED)

Consultant will evaluate and perform the preliminary design of the interim improvements identified in the approved facilities plan determined in the rate study support efforts in Task 1:

- A. Interim Treatment Process Improvements.
- B. Site and Utilities Improvements.
- C. Emergency generator and main switchgear improvements.
- D. Collection system odor control facilities.

This initial procurement will include preliminary design of these elements, and other elements determined during facilities planning stage in Task 1. This analysis will determine sequencing and packaging of the elements into actual design and construction packages. This authorization will include detailed design, bidding and construction services for the Collection system odor control facilities.

Future Authorization: Consultant will conduct a siting study for a new treatment facility, for up to three sites identified by the City. Following site selection, Consultant shall develop a Conceptual design based on the recommendations developed in the updated facilities plan.

2.1 PROJECT MANAGEMENT

Consultant will provide the following project management functions for 16 months (8 months for preliminary design activities and 8 additional months for final design, bidding and construction of chemical feed facilities):

2.1.1 Prepare Project Charter

Includes facilitation of a kick-off meeting and project charter development; attendees will include all stakeholders, including operations, management and engineering staff.

- Deliverables: Project Charter.

2.1.2 Prepare Project Plan

The Project Work Plan will define how the OWTP improvements will proceed and will include tasks such as Consultant staffing assignment, communication protocol, deliverables, task leaders, goals and an anticipated project schedule. Effort includes a staff survey to develop a list of needs and prioritize actions.

- Deliverables: Project Work Plan

2.1.3 Prepare Monthly Invoices, Progress Reports, and Earned Value Analysis

Monthly progress reports will include summary of tasks completed, ongoing tasks, data requests, earned value analysis and work scheduled for following month. Reports will be submitted with monthly invoices.

- Deliverables: Monthly invoices, progress reports, and earned value analysis.

2.1.4 Project Management and QA/QC Coordination

This task includes coordination with the City and the project team, and quality control review. Overall project management for Phase 1 duration of 16 months, which includes supervision of in-house staff, planning and monitoring of contract budget and schedule, and coordination with the City and its other consultants, will be conducted by Project Manager, Joe Huang (PM).

Provide senior technical review and implement our quality assurance and quality control (QA/QC) measures throughout the project. Our QA/QC procedures ensure all work products provided to the City follow strict adherence to industry and City of Oxnard design standards

2.2 MEETINGS AND WORKSHOPS

2.2.1 Kickoff Workshop

An overall Project Kickoff Workshop will be held to establish the Project Charter and overall project direction and scope of the project tracks.

1. Kick-off Workshop – The intent of the workshop is to establish the Project Charter, review the overall project elements and identify and prioritize those elements in each Project track. Initial data request will be submitted by the Consultant. Attendees will include Project Managers for AECOM and KEH, as well as the lead designers as applicable.

2.2.2 Monthly Coordination Meetings

The execution of the project from concept through design will require close coordination with City staff, as concepts and designs are developed and reviewed.

Monthly meetings will be held at OWTP through delivery of the final preliminary design report, and through completion of construction of the collection system chemical feed facilities, and will include a summary of work completed, work planned, key issues, data needs, budget update and schedule overview. Consultant will lead the meetings and prepare an agenda, which will be distributed at least two days before the meeting. AECOM's and KEH's project managers will attend these meetings, with other technical staff attending as required.

- Deliverables: Meeting Summary will be delivered in Word and PDF format within seven (7) calendar days after the meeting.

3.0 PRELIMINARY INVESTIGATIONS (NOT AUTHORIZED)

3.1 DATA REVIEW AND SITE INVESTIGATIONS

Consultant will develop a data request and deliver to the City. Consultant will review the performance data, as-built files, equipment cut-sheets and conduct a field investigation with City staff.

The City will provide base drawings for existing onsite facilities, utilities, controls and infrastructure will be provided following notice to proceed.

3.2 COORDINATE WITH ENERGY COALITION (IF REQUIRED)

Consultant will coordinate with the City's Energy Consultant, Energy Coalition, to recognize opportunities to maximize energy efficiency and energy rebates. This coordination shall consist of inviting Energy Coalition to key meetings, providing and sharing information requested, and responding to Energy Coalition comments during planning, preliminary, and early in detailed design.

3.3 FIELD SURVEY

If required, consultant will provide an aerial topographic survey of the entire treatment facility areas, supplemented by ground surveys for the south area of OWTP, encompassing the area south of the Secondary Treatment Basins including the Primary Clarifiers, the Biotowers, and area around existing Effluent Pump Station. Furthermore, design level surveys will be performed at Lift Stations 6 and 8, Riverpark Development, Blending Station No. 1, and the Materials Recycling Facility to facilitate design of the chemical addition facilities at these sites.

This scope of services is limited to the services described herein and does not include potholing of existing underground utilities; title company reports, services and fees; boundary or construction surveying; setting boundary or right of way monuments; preparing and filing Corner Records or maps of any kind.

Aerial Topographic Mapping

- Perform control network survey for the purpose of establishing horizontal and vertical positions on the aerial targets for photogrammetric mapping. Control will be tied to the current datums in use for the Oxnard area: CCS83, Zone 5, Epoch 1995.00 horizontally and NAVD88 vertically.
- Coordinate with aerial mapping company to obtain aerial photography and mapping. Topographic mapping will be compiled using standard photogrammetric methods at a scale of 1 inch equals 20 feet, with a one foot contour interval as an AutoCAD drawing file.
- Perform field survey to locate visible surface features related to utilities such as meters, valves, backflow preventers, poles, warning signs, paint marks, exposed

pipe sections, etc., not identifiable from aerial mapping, as well as critical design constraints as known at the time of this proposal. Note, for cost control reasons, not all pipes and features at the facility are intended to be located by field survey at this time (although they will be depicted in the aerial mapping). Field surveys will include the areas listed above and the street corridor along Perkins. Additional data will be located by specific direction under the "field allowance" allocated (3 field days). The Consultant anticipates no internal surveys of tanks/structures.

- Perform field survey to locate visible surface features at the four offsite facilities previously noted. The Consultant anticipates no internal surveys of tanks/structures.
- Download and compute survey data. The data will be added to the AutoCAD base map drawing and each feature will be clearly labeled as identified in the field.
- Create an AutoCAD drawing for the project base map, including a title sheet with surveyor's notes, vicinity map and legend.
- Deliverables (electronic): Consultant will provide electronic AutoCAD drawing files. Consultant will include a PDF of a project information sheet, including the reduced scaled overall site limits, location map, surveyor's notes, control point listing, and record control references suitable to be plotted at a 22" x 34" sheet. This informational sheet will be signed and sealed by a California Licensed Land Surveyor. The actual mapping product is intended to be the electronic (digital) version only.

Digital Orthophotography

- Digital image files will be created in the appropriate format. The image will have a pixel resolution of 0.08 feet (each pixel will represent approximately 1" on the ground) suitable for plotting at a scale of 1" = 20'. Images will be inserted into the AutoCAD base map drawing.

Compile Utility Information

- Research utility providers via DigAlert within the immediate vicinity of project limits (public streets only) and request pertinent utility base maps and atlases sufficient to compile the offsite public utility features in the immediate vicinity of the site and that would be necessary to serve the property. These include water mains, sewer mains, gas mains, storm drain lines, fire hydrants, utility poles, telecommunications and cable television. Only onsite visible surface utilities will be shown. The offsite subsurface utility compilation will be combined with surface utility features made by field survey to depict the best estimation of location. Consultant cannot warrant the exact location, size or capacity of subsurface utilities and will only depict what is reported to us by the utility providers. Consultant will contact Underground Service Alert (USA) for marking lines prior to the field survey.

Subsurface Investigations

- OWTP is an existing operating facility with many underground pipelines, power and communication conduits, and other utilities. The Subsurface Investigation will

seek to identify the underground conditions in the areas south of the Secondary Treatment Basins, around the Primary Clarifiers and Biotowers. The scope of services for the Subsurface Investigation includes using a standard electromagnetic utility locator and with ground penetrating radar to locate pipes and other utilities. An allowance for additional subsurface investigations is included.

3.4 GEOTECHNICAL REPORT AND SEISMIC RESPONSE SPECTRA

The scope of services for Geotechnical Engineering will provide preliminary geotechnical design criteria for the OWTP and Headworks sites, and five collection system sites (Lift Stations 6 and 8, Riverpark Development, Blending Station No. 1, and the Materials Recycling Facility), and includes the following:

- After visiting the site to mark points of exploration with facility staff, and notifying Underground Service Alert, Consultant will explore the subsurface conditions and materials by drilling approximately five deep geotechnical borings, eight cone penetrometer test (CPT) soundings, and five environmental/geotechnical borings. The borings will be situated throughout the southern end of the OWTP facility in areas that are currently accessible, but ostensibly useful for the improvements expected to be constructed as part of the long range plan. Five total additional borings and five total environmental borings will be advanced at the collection system sites.
- A total of five 50-foot deep borings will be drilled using a mud rotary system at the OWTP and Headworks sites. Consultant will log the test holes and supervise the field study. Relatively undisturbed samples will be taken from the test holes and sealed in containers, and bulk samples from the cuttings will be secured in bags. The samples will be returned to Consultant's laboratory for testing. Consultant will utilize the mud rotary system to serve as a tremie to backfill the holes with slurry and/or bentonite, as per City of Oxnard guidelines. (The Consultant anticipates the cuttings are non-hazardous and they can be drummed and can be hauled off-site. Additional fees may be incurred if drummed materials are found to be hazardous.)
- Geotechnical borings at the Lift Stations 6 and 8, Riverpark Development, Materials Recycling Facility, and Blending Station No. 1 sites will be advanced to a depth of 50 feet for analysis of liquefaction potential, with samples handled as described above. Environmental borings at the Lift Stations 6 and 8 and Riverpark Development sites will be advanced to groundwater.
- The City will provide geotechnical information for the Blending Station No. 1 and Material Recycling Facility sites. The Consultant will review this information to determine whether additional borings will be required. This cost proposal includes a geotechnical and environmental boring at each of these two sites.
- A total of eight CPT soundings will be advanced at the OWTP and Headworks sites to provide additional data for use in analyzing the liquefaction potential and

settlement concerns with respect to subsurface soils. The soundings are planned to be advanced to depths ranging from 50 to 120 feet. The soundings, which are approximately 2 inches in diameter, will be backfilled with bentonite.

- Five borings for use in both environmental and geotechnical analyses would be advanced to depths ranging from 10 to 25 feet. Standard environmental testing protocols would be followed, and a licensed C57 drilling operator would be utilized to advance the borings. As the borings are advanced, environmental services would include screening of soil samples with a Photo Ionization Detector (PID), as per the RFP. The hollow-stem auger will be used as a tremie to backfill the borings with slurry and bentonite, as per City of Oxnard guidelines. (The Consultant anticipates the cuttings are non-hazardous and they can be drummed and can be hauled off-site. Additional fees may be incurred if drummed materials are found to exceed action limits.)
- Because of shallow groundwater conditions, and the seismicity of the region, the Consultants will have a focus on liquefaction and lateral spreading, and the potential design issues associated with those phenomena. These factors will be central to the planned exploration and analysis programs. Furthermore, testing will be performed to aid dewatering contractors in their estimation of quantities that will need to be pumped during construction.
- Laboratory testing will be performed on soil samples collected during the field exploration to help identify and evaluate subsurface site characteristics. Geotechnical tests will include, but may not be limited to: measurement of in-place moisture and density; determination of maximum density and optimum moisture of soils anticipated to be involved in site grading; direct shear testing of remolded samples of anticipated bearing soils; consolidation testing of in-situ conditions; expansion index testing of anticipated bearing soils; plasticity index and grain size analyses of key soil types; and pH, resistivity, soluble chloride and soluble sulfate testing of soils anticipated to be in contact with foundations. Environmental testing will include Total Petroleum Hydrocarbon (TPH) and Benzene, Toluene, Ethylbenzene, and Xylenes (BTEX) evaluations for samples where field PID readings equaled or exceeded 45 ppm. For the purposes of this proposal, the Consultant anticipates that five samples will need to be tested from each environmental boring in accordance with EPA procedures 8015 and 8020.
- Once field and laboratory tests are complete the data will be organized and analyzed by the Consultant to develop conclusions and recommendations relevant to site development.
- A Geotechnical Engineering Report will be prepared based on evaluation of the data obtained from the exploration and testing programs, and on experience and judgment. Included in the report will be descriptions of the field and laboratory tests performed during the Consultant's studies, discussions pertaining to the engineering properties of soil types encountered on-site, and recommendations for site development based on the geotechnical conditions.

Recommendations will include: criteria for grading; seismic design parameters; vertical, lateral and bearing pressures for use in structural design; estimated total and differential settlements; minimum foundation design criteria; and depth to groundwater.

4.0 PERMITTING FACILITIES (NOT AUTHORIZED)

4.1 STORM WATER PERMITTING

Consultant will assist the City in renewing its Storm Water Pollution Prevention Plans (SWPPPs) for the OWTP, Headworks, Advanced Water Purification Facility (AWPF), and Material Recycling Facility (MRF). The SWPPP will be prepared to comply with the requirements of the State of California's new General Permit for Storm Water Discharges Associated with Industrial Activities (i.e., Industrial General Permit [IGP]) (Water Quality Order 2014-0057-DWQ, National Pollutant Discharge Elimination System [NPDES] CAS000001). The Consultant anticipates the SWPPP is not being prepared to comply with the Ventura County Municipal Separate Storm Sewer System (MS4) permit. The scope of work for this task includes:

4.1.1 Review Available Materials

The Consultant anticipates that all of the storm water runoff traversing the treatment areas of the OWTP premises was captured and treated in the plant prior to 2008. With the 2008 expansion of the treatment plant, including the new headworks facility, this is no longer the case.

The City has also taken over operation of the Materials Recovery Facility (MRF) and will need to update the stormwater documentation for this facility.

The Consultant will review available documents and materials provided by City staff in email or hardcopy regarding the facility's operations to verify applicability of the IGP to the facility and to determine if the facility requires coverage under a Notice of Intent, or may be eligible for No Exposure Certification (NEC) or Notice of Non-Applicability (NONA). Materials to be provided by the OWTP staff include site maps and documents describing relevant attributes of the facility (storm drain maps, draft or internal SWPPP, Spill Prevention, Control, and Countermeasure Plan, Hazardous Materials Business Plan, storm drain map, and other environmental documents or permits). The Consultant will need City staff to provide existing facility drawings in CADD or GIS if available. The Consultant anticipates that the facilities do not have coverage under the current IGP and has not performed storm water sampling.

The Consultant will review those documents City staff can make available in advance of the Task 2.1.2 Site Visits, with additional data provided and reviewed during the site visit.

4.1.2 Conduct Site Visits

The Consultant will perform a one- to two-day site visit to the OWTP, Headworks, AWPF, and MRF to collect information needed to prepare the SWPPP and prepare

detailed site maps. During the site visits, the Consultant will inspect the sites' storm water drainage system to determine needed storm water sampling locations. The Consultant will identify which portions of the facilities' stormwater is captured and treated on the site, which portion may be discharged off-site to the City storm drain system, if any, and which portion is discharged directly to a detention basin without treatment, if any. The Consultant anticipates that City staff will provide a storm drain system map and have staff available to assist with removal of storm drain lids to verify the layout of the storm drain system.

During the site visits, the Consultant will discuss with City staff information needed to complete the SWPPP, such as:

- Make-up and experience of the Storm Water Pollution Prevention Team and training needs
- Availability of sampling equipment, if any
- Potential polluting materials used at the site, including storage locations and loading/unloading activities
- Comparison of current site operations versus minimum Best Management Practices (BMPs) required by the IGP; where possible, written standard operating procedures are desired

The Consultant anticipates that the facilities will not require the use of advanced BMPs to comply with the IGP. Costs to design advanced BMPs are not included in this proposal.

During the site visit, the Consultant will review the SWPPP checklist, NEC checklist, and site map requirements in accordance with the appendices and attachments to the IGP to ensure needed information is collected.

4.1.3 Prepare Draft SWPPP and Site Map

The Consultant will prepare the draft SWPPP and site map to comply with the new IGP. The Consultant's approach will be to keep the SWPPP brief and, thereby, functional for use by the OWTP, Headworks, AWWPF, and MRF staff. At a minimum, the SWPPP will cover the following topics:

- Facility name and contact information, including identifying the Storm Water Pollution Prevention Team
- Site description
- Site map
- List of industrial materials: industrial processes, material handling and storage areas, dust and particulate generating areas, significant spills and leaks, non-storm water discharges, erodible surfaces
- Assessment of potential pollutant sources
- Minimum BMPs: good housekeeping, preventive maintenance, spill and leak prevention and response, material handling and waste management, erosion and sediment control, employee training programs, quality assurance and record-keeping

- Advanced BMPs (if determined to be applicable – not included in our cost estimate): exposure minimization BMPs, storm water containment and discharge reduction BMPs, treatment control BMPs, other advanced BMPs
- Annual comprehensive facility compliance evaluation
- Monitoring Implementation Plan
- Date SWPPP initially prepared and date of amendments

Consultant will lead a workshop two weeks after delivery of the Draft documents to review and receive comments from City staff. One week before the workshop, the Consultant will provide an agenda to the City.

➤ Deliverables:

- Draft SWPPP and Site Map.
- Workshop Meeting Minutes.

The documents will be provided in electronic format via email, unless the City requests hardcopy or other digital format.

4.1.4 Prepare Final SWPPP and Site Map

The Consultant will revise the SWPPP and Site Map based on the City's comments. The final copy will be provided in electronic format via email for ease in uploading to the State Water Board's Storm Water Multiple Application and Report Tracking System (SMARTS) website. The Consultant will also provide up to three hardcopy and/or CD format copies of the Final SWPPP and Site Map if requested by the City.

➤ Deliverables:

- Final SWPPP and Site Map.

4.1.5 Permit Application Support

The Consultant will provide support to the City's staff complete the permit application process. Support will include providing additional information for use in entering the Permit Registration Documents in SMARTS, and assistance with data entry and document upload. However, the Consultant will not be able to directly enter information that must be uploaded by the Legally Responsible Person, such as providing certification. The City will be responsible for any required permit fees.

4.2 CEQA COMPLIANCE

Under this phase of the Contract, the Consultant will provide technical data and information for the program EIR being prepared by the City and its Environmental Consultant. It is the Consultant's understanding that this EIR is being prepared to satisfy Proposition 218 requirements. The Consultant will provide technical support for the Environment Consultants in the preparation of this document. To this end the Consultant is allocating 400 hours of support for coordinating with the Environmental Consultant.

Included in these hours is providing environmental permitting for the collection system chemical systems. The Consultant anticipates these facilities will fall within a Class 1 Categorical Exemption for Existing Facilities (CEQA Guidelines Section 15301).

5.0 RIGHT OF WAY ACQUISITION SERVICES (NOT AUTHORIZED)

6.0 PRELIMINARY DESIGN (NOT AUTHORIZED)

6.1 PRELIMINARY DESIGN DEVELOPMENT

6.1.1 Secondary Treatment Improvements

Consultant will prepare a Pre-Design Investigations Technical Memorandum to identify the best value process modifications, identify key project elements of the preferred alternative, and define the design criteria for the recommended alternative. Up to three (3) alternatives will be evaluated by the Consultant. Each alternative will include process description, flexibility of process, compatibility with future projects, redundancy assumptions, operational requirements, results of process modeling, and ancillary equipment requirements.

The Draft TM will be submitted to the City and reviewed with the City in a Pre-Design Workshop. The review comments will be incorporated into the Final TM before any detailed design efforts are initiated.

➤ Deliverables:

- Draft Pre-Design Investigations Technical Memorandum
- Pre-Design Review Workshop Minutes
- Final Pre-Design Investigations Technical Memorandum

6.1.2 Emergency Generator and Main Switchgear Improvements

The preliminary design of the emergency generator improvements consists of evaluation of the following:

- The new emergency standby power facility includes electrical switchgear, circuit breakers, automatic transfer switch, self-contained generator, sound attenuating structure, integral fuel storage system, and interconnection with the cogeneration system. The standby power facility will have sufficient capacity to power the entire OWTP except for the Headworks.
- Main switchgear improvements shifting the load from 480V bus to 2400V bus.
- Assess the corrosion in the electrical vaults and study options to mitigate the corrosion. Refurbish the vaults identified as needing repair.
- Study options for immediate modifications to provide a reliable and redundant power supply for the Effluent Pump Station, building upon those proposed in the 2007 EPS Conceptual Design Study.
- Instrumentation and SCADA upgrades to support the electrical modifications.
- Logic modifications for the cogeneration system with the new emergency power system.

Consultant will coordinate with the Master Plan Consultant's Arc Flash Study and develop the design as applicable in accordance with the Study's findings.

Consultant will prepare a Pre-Design Investigations Technical Memorandum that will include evaluation of up to two (2) alternatives for emergency generator and switchgear replacement. Evaluation for each alternative will include process description, flexibility of process, and compatibility with future plant expansion, life cycle costs, redundancy assumptions, operational requirements, and ancillary equipment requirements.

The Draft TM will be submitted to the City and reviewed with the City in a Pre-Design Workshop. The review comments will be incorporated into the Final TM before any detailed design efforts are initiated.

➤ Deliverables:

- Draft Pre-Design Investigations Technical Memorandum
- Pre-Design Review Workshop Minutes
- Final Pre-Design Investigations Technical Memorandum

6.1.3 Primary Clarifier Improvements

This task consists of evaluation of the alternatives for improvements to the Primary Clarifiers.

Consultant will undertake and complete pre-design investigations and summarize the results, conclusions and recommendations resulting from these investigations in a Pre-Design Technical Memorandum. This report will be submitted to the City and reviewed with the City in a Pre-Design Workshop before any detailed design efforts are initiated.

The Draft TM will be submitted to the City and reviewed with the City in a Pre-Design Workshop. The review comments will be incorporated into the Final TM before any detailed design efforts are initiated.

➤ Deliverables:

- Draft Pre-Design Investigations Technical Memorandum
- Pre-Design Review Workshop Minutes
- Final Pre-Design Investigations Technical Memorandum

6.1.4 Collection System Chemical Addition Facilities

Based on the recent chemical addition preliminary testing to reduce odors generated from the City's collection system, the City has elected to install the following facilities:

- Pilot study to obtain design criteria.
- Permanent Magnesium Hydroxide Addition Facility at the City's existing sewer Lift Station No. 6 (LS 6).
- Pilot Magnesium Hydroxide Addition Facilities at Lift Station No. 8 (LS8). To verify design criteria.

- Permanent Magnesium Hydroxide Addition Facility at the City's Riverpark Development.
- Permanent Magnesium Hydroxide Addition Facility at the City's Blending Station No. 1.
- Permanent Magnesium Hydroxide Addition Facility at the City's Solid Waste Transfer Station.

The chemical addition facilities will reduce significant odors generated from the City's Redwood, Central, and Eastern Trunk Sewers. The new chemical addition facility will include a chemical storage tank, chemical metering pumps, a mechanical mixer, power and water to the facility, and other accessories and supporting facilities.

Consultant will verify existing conditions via site investigations (including geotechnical for each Lift Station Site and the Riverpark Development Site), review of existing as-built documents, and available geotechnical reports (the City will provide existing geotechnical reports for Blending Station No. 1 and the Solid Waste Transfer Station) and property parcel maps and right-of-ways. The task includes the survey effort needed to prepare the site civil design drawings. Consultant will undertake and complete pre-design investigations and summarize the results, conclusions and recommendations resulting from these investigations in a Conceptual Design TM. This TM will be submitted to the City and reviewed with the City in a Review Workshop before any detailed design efforts are initiated.

Consultant will attend and actively participate in meeting with the City to identify permitting requirements; and will prepare documentation required to support the City's permit applications.

➤ Deliverables:

- Draft and Final Conceptual Design Technical Memorandum.
- Workshop Summary.

6.1.5 Early Warning System for High Sodium and Chloride

The purpose of this task is to provide preliminary design of a system to identify potentially high sodium and chloride in the AWPFF effluent. Consultant will investigate and identify a system for continuous monitoring of the influent to the OWTP and primary clarifier effluent. Consultant will perform the following:

- Review OWTP influent water quality data for sodium and chloride.
- Conduct site visit of OWTP facility.
- Review OWTP headworks facility drawings for potential monitoring equipment location.
- Review OWTP interstage pump station and secondary treatment basins drawings for potential monitoring equipment location.
- Review AWPFF drawings for potential monitoring equipment location.
- Identify system for monitoring.
- Provide specifications for monitoring systems.
- Provide conceptual level drawings for installation of the monitoring

equipment, including power and instrumentation wiring.

Consultant will undertake and complete investigations and produce a Draft Design Memorandum that includes sketches, equipment model numbers, and directions for the City to use for installation. This Memorandum will be submitted to the City and reviewed with the City in a review Workshop.

After the review Workshop, the Consultant will update the Memorandum and produce a Final Design Memorandum.

The Design memorandum will be used by the City for self-installation of the Early Warning System. The level of effort includes 100 hours for coordination with the City during installation.

➤ Deliverables

- Draft and Final Design Memoranda.
- Minutes of the Review Workshop.

6.1.6 Headworks Improvements

This task consists of evaluating improvements to the Headworks Area consisting of the following:

- Headworks Area 'Below cover' concrete repairs and coatings
- Headworks Grit Dewatering Building odor control duct work air balancing improvements.
- Headworks screenings conveyors enclosures and odor ventilation improvements
- Provide new influent pump seal/cooling water system.
- Replace Headworks fiberglass (FRP) covers.
- Modify odor control stations and chemical feed stations.
- Screen wall on the north and west sides of the Headworks property, running east to Perkins Road and south to the Railroad.

Consultant will undertake and complete pre-design investigations and summarize the results, conclusions and recommendations resulting from these investigations in a Pre-Design TM. This report will be submitted to the City and reviewed with the City in a Pre-Design Workshop before any detailed design efforts are initiated.

The Draft TM will be submitted to the City and reviewed with the City in a Pre-Design Workshop. The review comments will be incorporated into the Final TM before any detailed design efforts are initiated.

➤ Deliverables:

- Draft Pre-Design Investigations Technical Memorandum
- Pre-Design Review Workshop Minutes
- Final Pre-Design Investigations Technical Memorandum
- Screen wall conceptual rendering for public meeting.

6.1.7 Anaerobic Digestion Improvements

This task consists of evaluation of the first phase of improvements to the Digestion Facilities:

Consultant will undertake and complete pre-design investigations and summarize the results, conclusions and recommendations resulting from these investigations in a Conceptual Design TM. This TM will be submitted to the City and reviewed with the City in a Review Workshop before any detailed design efforts are initiated.

➤ Deliverables:

- Draft and Final Conceptual Design TM.
- Minutes of the Review Workshop.
- Specifications for cleaning Digesters 1 and 3.

6.1.8 Non-Hazardous Liquid Waste Receiving Station

Consultant will perform a study to identify criteria for the design of a non-hazardous liquid material receiving station at the Headworks or on the OWTP site.

Consultant will provide a conceptual design memorandum summarizing the design criteria and providing a conceptual layout of the station. The memorandum will be delivered two weeks before a review Workshop with the City staff.

After the review Workshop, the Consultant will update the memorandum and a Final Conceptual Design memorandum.

➤ Deliverables:

- Draft and Final Conceptual Design TM.
- Minutes of the Review Workshop.

6.1.9 Chlorination/Dechlorination Facilities

Consultant will perform an assessment of the existing chlorination and dechlorination facilities focusing on the condition of the existing equipment and long term needs of the OWTP.

Consultant will provide a conceptual design memorandum summarizing any improvements required, the appropriate design criteria, and providing a conceptual layout of the facilities. The memorandum will be delivered two weeks before a review Workshop with the City staff.

After the review Workshop, the Consultant will update the memorandum and a Final Conceptual Design memorandum.

➤ Deliverables:

- Draft and Final Conceptual Design TM.
- Review Workshop summary.

6.1.10 Outfall Hydraulics Study

OWTP discharges its treated effluent into the ocean via an outfall structure. OWTP has three means of discharging the treated effluent via the outfall. The first option is a 42-inch gravity line that connects to the downstream end of the Chlorine Contact Tank (CCT). This option is the main conveyance method until the effluent fluid level in the CCT exceeds the height of the "104 weir" at which point a variable speed vertical mixed turbine pump (Big Red), turns on and begins to convey treated effluent to the outfall. If the flow is such that the effluent fluid level in the CCT exceeds the height of the "105.5 weir," effluent is then routed to the outfall via the third means of effluent discharge, the existing Effluent Pump Station (EPS).

The current rated capacity of the outfall is 50 mgd. The Consultant will analyze the three discharge options to determine the hydraulic capacity of the outfall at high and low tide.

The analysis will only study the hydraulic capacity of the piping and pumping of the outfall. Study of the dispersion of the effluent in the ocean and whether this dispersion meets permit requirements is not within the scope of the analysis.

6.1.10.1 Develop Hydraulic Model.

Consultant will develop a computerized hydraulic model of the OWTP outfall structure, the 42-inch gravity line, Big Red, and the EPS based on record drawing information provided by the City. The model will be developed using SewerGEMS developed by Bentley Systems, Inc.

6.1.10.2 Develop Scenarios.

Consultant will analyze the following scenarios:

1. 42-inch gravity line at high tide
2. 42-inch gravity line at low tide
3. Big Red at high tide
4. Big Red at low tide
5. EPS at high tide
6. EPS at low tide

6.1.10.3 Hydraulic Analysis

Consultant will perform a hydraulic analysis for each scenario (Scenarios 1 - 6) to determine the maximum flow allowable through the 42-inch gravity line, Big Red, and the EPS at both high and low tides.

6.1.10.4 Review Results with City and Perform Additional Analysis if Needed.

Consultant will document the hydraulic analysis findings using figures and tables and meet with the City to review the results. Consultant will incorporate comments from the City, perform additional analysis, and provide updated results, if needed.

- Deliverables: Draft and Final TM summarizing the pipeline video assessment, hydraulic analysis and results. The report will include recommendations on operating flows conveyed via the 42-inch gravity line, Big Red, and the EPS at high and low tides

6.1.11 Flood Level Investigation

OWTP is constructed in a low-lying area that is potentially vulnerable to riverine, coastal, and tsunami flood hazards due to its proximity to multiple flood sources – the J Street Drain to the west, the Oxnard Industrial Drain to the east, and the Ormond Beach Wetland and Pacific Ocean to the south. Consultant understands that the OWTP would like to better understand their vulnerability to these flood hazards and has expressed interest in funding an initial investigation to identify the existing conditions (i.e., not future conditions hydrology or sea level rise) flood hazards and sources of flooding at the site.

Consultant will conduct an initial data inventory and investigation of readily-available resources to summarize the existing riverine, coastal, and tsunami flood risk at the OWTP.

- Consultant will review the effective Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) from the Federal Emergency Management Agency (FEMA) to determine the effective Base Flood Elevation (BFE) at the site. AECOM will also identify the source any existing conditions flooding (i.e., riverine or coastal).
- Consultant will compile and review previously published data layers and maps (such as those produced by the State of California in 2009) that depict tsunami inundation hazards at the site and make a high-level assessment of OWTP's vulnerability to tsunami hazards.
- Consultant will coordinate and review the City's 2030 General Plan.
- Consultant will leverage data products from the in-progress California Coastal Analysis and Mapping Project (funded by FEMA) to develop a preliminary estimate of the coastal BFE at the site. This estimate of the BFE will be preliminary and subject to change pending the outcome of the FEMA coastal flood hazard analysis.
- Consultant will develop a brief TM summarizing the findings of the flood hazard investigation including maps and figures depicting the extent of flooding at the site. The Consultant will identify potential next steps for the OWTP depending on the outcome of the investigation.
- Layout for a "Flood Wall" including location, extents and height.

6.1.12 Effluent Pump Station

This task consists of evaluating elements for upgrade of the existing Effluent Pump Station (EPS) with a relocated EPS as outlined in the 2007 Effluent Pump Station Study Technical Memorandum.

Consultant will undertake and complete pre-design investigations and summarize the results, conclusions and recommendations resulting from these investigations in a Pre-Design TM. This TM will be submitted to the City and reviewed with the City in a review Workshop.

After the review Workshop, the Consultant will update the memorandum and a Final Conceptual Design memorandum.

➤ Deliverables:

- Draft and Final Conceptual Design TM.
- Minutes of the Review Workshop.

6.1.13 Solids Processing Facilities

This task consists of determining the scope and sequence of improvements to the sludge dewatering system and Solids Processing Building.

Consultant will undertake and complete pre-design investigations and summarize the results, conclusions and recommendations resulting from these investigations in a Pre-Design TM. This TM will be submitted to the City and reviewed with the City in a review Workshop.

After the review Workshop, the Consultant will update the memorandum and a Final Conceptual Design memorandum.

➤ Deliverables:

- Draft and Final Conceptual Design TM.
- Minutes of the Review Workshop.

6.1.14 DAF Thickeners

This task consists of analysis to replace the existing DAF thickeners and provide added thickener capacity to meet long term needs of the OWTP.

Consultant will undertake and complete pre-design investigations and summarize the results, conclusions and recommendations resulting from these investigations in a Pre-Design TM. This TM will be submitted to the City and reviewed with the City in a review Workshop.

After the review Workshop, the Consultant will update the memorandum and a Final Conceptual Design memorandum.

➤ Deliverables:

- Draft and Final Conceptual Design TM.
- Minutes of the Review Workshop.

6.1.15 Cogeneration

This task consists of analysis to refurbish the Cogeneration Building to meet long term needs of the OWTP.

Consultant will undertake and complete pre-design investigations and summarize the results, conclusions and recommendations resulting from these investigations in a Pre-Design TM. This TM will be submitted to the City and reviewed with the City in a review Workshop.

After the review Workshop, the Consultant will update the memorandum and a Final Conceptual Design memorandum.

➤ Deliverables:

- Draft and Final Conceptual Design TM.
- Minutes of the Review Workshop.

6.1.16 OWTP Buildings Overall Plan

This task consists of studying the long-term needs of OWTP and the functions of various buildings on site.

Consultant will undertake and complete investigations and summarize the results, conclusions and recommendations resulting from these investigations in a Technical Memorandum. This TM will be submitted to the City and reviewed with the City in a review Workshop.

After the review Workshop, the Consultant will update the memorandum and a Final Conceptual Design memorandum.

➤ Deliverables:

- Draft and Final TM.
- Review Workshop Summary.
- Conceptual rendering for public meeting.

6.1.17 SCADA Upgrade and Replacement

This task consists of analysis to replace the SCADA system to meet long term needs of the OWTP.

Consultant will undertake and complete pre-design investigations and summarize the results, conclusions and recommendations resulting from these investigations in a Pre-Design TM. This TM will be submitted to the City and reviewed with the City in a review Workshop.

After the review Workshop, the Consultant will update the memorandum and a Final Conceptual Design memorandum.

➤ Deliverables:

- Draft and Final Conceptual Design TM.
- Minutes of the Review Workshop.

6.2 PRELIMINARY DESIGN REPORT (NOT AUTHORIZED)

At the completion of Preliminary Design for the subtasks in 4.1, Consultant will prepare a Preliminary Design Report (PDR) with a summary of total improvements to be designed, and a recommendation for construction phasing. The analysis will define the areas to be packaged for construction bidding together.

The PDR will include the following chapters:

1. **Introduction and Objective**
2. **Background and Design Criteria**
3. **Alternatives Analysis** – Section will reiterate the findings of the Pre-Design TMs incorporating comments from the Pre-Design Workshops.
4. **Demolition** – Consultant shall determine the expected demolition phasing/approach for the existing facilities.
5. **Ancillary Systems** – Existing ancillary systems will be reviewed based on the impact expected from the recommended alternatives. A table summarizing the required modifications will be provided.
6. **Redundancy/Construction Sequencing** – An overview of general construction sequencing will be provided. The OWTP must maintain full operational capability during construction. Conflicts will be identified and mitigation measures proposed.
7. **Life Cycle Cost Analysis** – An analysis of life cycle costs including capital costs, operating costs and a calculation of 20-year present day value will be provided for the City's consideration. Any Opinion of the Construction Cost prepared by the Consultant represents its judgment as a design professional and is supplied for the general guidance of City. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to City.
8. **Conclusion** – Overall project recommendations will be provided, along with magnitude of project cost and implementation plan.
9. **Concept Drawings:** Develop up to figures illustrating the proposed modifications.

Individual Design workshops will be held with the City at key project milestones during the Preliminary Design phase. These workshops will be attended by the AECOM Project Manager, KEH Project Manager, lead designers from the team and other technical staff as required. Each Workshop is anticipated to be approximately half day in duration. The workshops will be held at the OWTP. The following workshops are anticipated:

1. Initial Workshop – Workshop will be held after Task 6.1 analyses. Key issues will be identified and discussed. The intent of the workshop is to confirm the recommendations of the pre-design efforts and alternatives analyses with City staff and identify any ongoing concerns that must be documented for addressing in the preliminary and final design efforts.
2. Intermediate Workshop – This Workshop will occur approximately half way during the PDR preparation phase. Consultant will update the project team on the progress of the preliminary design effort. The direction of the analyses will be confirmed or re-established ahead of the preparation of the Draft PDR.
3. Draft Preliminary Design Report (PDR) Review Workshop – Two weeks after delivery of the PDR, the Consultant will lead the PDR Review Workshop. The final design packages, final design budget, schedule, and opinions of probable construction cost will also be reviewed. Subsequent to the Workshop, Consultant will prepare a Final PDR that will serve as the basis for the final design of each construction package.

- Deliverables: The results of this investigation will be included in a Draft PDR that will be delivered to the City for review two weeks prior to a PDR Review Workshop. Following the Workshop, the Draft PDR will be updated and a Final PDR will be submitted to the City. The Final PDR will serve to define the scope of each of the design packages.

6.3 PHASE 3 FINAL DESIGN (NOT AUTHORIZED)

This authorization will only advance the collection system odor control facilities into detailed design.

Other elements of the OWTP improvements will be authorized in a future amendment. The number of bid packages, drawings, and specifications to be prepared for the OWTP improvements will be determined during Preliminary Design.

Each Package will include Design Workshops, Drawings, Drawings, Specifications, Opinion of Probable Construction Cost, and Constructability Review as defined below:

Design Meetings

For each Package, Consultant has included three (3) Workshops as part of our scope of services. The Workshops are included at the following Milestones:

1. 60% Design Submittal
2. 90% Design Submittal

Further coordination of design efforts will be done during the regular monthly meetings in Task 0.2.

Consultant will prepare and distribute meeting agendas two days prior to scheduled meetings and also record and distribute meeting minutes to all attendees no later than

five days following the meeting. The meeting minutes will document the discussions and decisions made.

Bid Documents (Plans and Specifications)

Following completion of the PDR, Consultant will proceed with final design preparation as follows:

Submittal	Drawings	Specifications	Opinion of Cost	No. of Copies
60%	Plans, Sections, and Most Details for all disciplines	Draft	Updated	PDF, Word, and 10 hard copies
90%	All	Final Draft	Updated	PDF, Word, and 10 hard copies
FINAL	Bid ready	Bid Ready	Final	PDF and Word 1 Bound 1 Unbound for reproduction

Drawings will be prepared at 24" x 36" sheet size with 22" x 34" trim lines (for half size printing to 11" x 17").

Consultant shall prepare Technical Specifications based on the City's standard format, and shall reference the Standard Specifications for Public Works Construction (SSPWC) and any other applicable standards with supplements. Technical specifications sections shall use the CSI numbering system.

Engineer's Opinion of Probable Construction Cost

Prepare opinion of probable construction costs at the 60 percent and FINAL completion stages.

Constructability Review

At the 90% design completion stage, Consultant will perform a constructability, startup, and commissioning review including the following:

- Review of Agreement, General Conditions and General Requirements for inclusion of additional contract requirements for procedural issues and responsibilities for submittals, schedule, payment and change order procedures, quality control, protection of the environment, safety, and project closeout.
- Review of construction sequencing.
- Plan startup and commissioning activities.

- Specified quality control and testing requirements and responsibilities of the Contractor.
- Plan review for:
 - Consideration of special limitations imposed by the site.
 - Specifications that adequately relate to the plans and are not unnecessarily restrictive.
- Potential physical conflicts on the plans and conflicts between specifications and the plans.

Coordination with City Plan Check Department

The Consultant will submit the 90% contract documents to the City Plan Check department for review, answer comments, and revise documents as applicable. Consultant will prepare a memorandum summarizing the Plan Check comments and providing applicable revisions for each comment as applicable. Consultant will resubmit documents to the Plan Check as required. For the budgeting purposes, no resubmittals are anticipated.

6.3.1 Collection System Chemical Addition Facilities Detailed Design

Detailed design of the Collection System Odor Control Facilities includes the following in five bid packages:

- Permanent Magnesium Hydroxide Addition Facility at the City's existing sewer Lift Station No. 6 (LS 6).
- Interim Magnesium Hydroxide Addition Facilities at Lift Station No. 8 (LS8).
- Permanent Magnesium Hydroxide Addition Facility at the City's Riverpark Development.
- Permanent Magnesium Hydroxide Addition Facility at the City's Blending Station No. 1.
- Permanent Magnesium Hydroxide Addition Facility at the City's Solid Waste Transfer Station.

6.3.1.1 Design Meetings

➤ Deliverables:

- Meeting Agendas
- Meeting Minutes

6.3.1.2 Bid Documents

➤ Deliverables:

- 60% Progress Package as defined above.
- 90% Progress Package as defined above.
- Final Bid Ready Package as defined above

6.3.1.3 Engineer's Opinion of Probable Construction Cost**➤ Deliverables:**

- 60% Construction Cost Opinion Update as defined above.
- 90% Construction Cost Opinion Update as defined above.
- Final Construction Cost Opinion Update as defined above.

6.3.1.4 Constructability Review**➤ Deliverables:**

- Prepare one redlined set of plans, specifications, and schedule summary with comments.
- Prepare Summary of Findings Report, including Startup and Commissioning Plan.

6.3.1.5 Coordination with City Plan Check Department**➤ Deliverables:**

- Plan Check comments and responses memorandum.
- Resubmittal of documents, if applicable (none are anticipated).

6.4 DETAILED DESIGN FOR OWTP IMPROVEMENTS (FUTURE AUTHORIZATION)**7.0 PHASE 4 POST DESIGN SERVICES (NOT AUTHORIZED)**

Procurement Services for this Phase are anticipated to cover only the Collection System Chemical Addition Facilities and includes support for one bid package.

7.1 BID SUPPORT SERVICES (NOT AUTHORIZED)**7.1.1 Attend Pre-Bid Conference**

Consultant will assist the City in holding pre-bid conferences and jobsite tours. Consultant will issue meeting summaries including items discussed at the pre-bid conference.

7.1.2 Respond To Bidders and Prepare Addenda

Consultant will assist the City with responding to bidder's questions and distribute addenda to the construction package. Addenda, if any, will be issued no later than five working days prior to the scheduled bid opening. Consultant will compile technical responses and addenda. Consultant's fee anticipates two (2) addenda per construction package, if required.

7.1.3 Attend Bid Openings and Tabulate Bids

Consultant will attend one bid openings at the City, receive and review the bids (received by the City) to identify responsive and responsible bidders. Consultant will assist the City in evaluating bids and contacting references for the low bidder as well as review and tabulate bid results.

7.2 PROCUREMENT PHASE ASSISTANCE FOR OWTP IMPROVEMENTS

8.0 POST DESIGN SERVICES (NOT AUTHORIZED)

Post design services for this Phase are anticipated to cover only the construction phase engineering services for the Collection System Chemical Addition Facilities.

8.1 CONSTRUCTION SUPPORT SERVICES

8.1.1 Conferences and Meetings

8.1.1.1 Preconstruction Conferences

Consultant's design engineers shall attend and support pre-construction conferences for each construction package with the Construction Manager, the City, involved agencies, utilities, and the Contractor's team as they prepare to mobilize for the project.

8.1.1.2 Weekly Progress Meetings as Needed

Consultant design engineers and other pertinent staff will attend weekly progress meetings at the City's project site for each construction package with the Contractor, Construction Manager, permit agencies (if applicable) when/as needed.

8.1.2 Change Orders

Consultant will support CM in preparing and investigating proposed change orders submitted by the Contractor or requested by the City and/or its consultants.

8.1.3 Request For Information (RFIs)

Review, coordinate with the CM, and respond to Contractor's Requests for Information (RFIs). When appropriate, recommendations, suggestions and alternatives shall be provided to the Contractor and/or the City.

8.1.4 Submittals

Consultant will review Contractor submittals. After completion of the review, Consultant will return submittal to the CM and distribution to the Contractor and City.

8.1.5 Oversight & Coordination of Contractor Startup / Testing For All Construction Packages

Consultant will provide oversight of the contractor's startup and testing of the new facilities for all four construction packages. Consultant will review and comment on

detailed testing and startup plans prepared by the Contractor. Consultant will meet with contractor to review and discuss the draft startup and testing plans. For fee estimating purposes, we have anticipated one full time startup and testing specialist for approximately 6 months of the 18 month estimated construction duration.

8.2 POST DESIGN SERVICES FOR OWTP IMPROVEMENTS (NOT AUTHORIZED)

9.0 CONSTRUCTION ADMINISTRATION AND MANAGEMENT (NOT AUTHORIZED)

The Construction Manager (CM) and Field staff will be mobilized to the project site once construction is ready to begin. The CM and field staff will be based on site at the Oxnard WWTP. The CM will implement the record-keeping documentation and contract administration system developed during the pre-construction phase. AECOM will be the City's focal point (agent) for correspondence related to the construction phase of the project.

Consultant will provide on-site Construction Manager, Resident Associate, Technical Support, and Clerical staff.

Field staff will lead and support the following activities:

9.1 PRECONSTRUCTION CONFERENCES

Conduct pre-construction conferences for each construction package with the City, the design engineers, involved agencies, utilities, and the Contractor's team as they prepare to mobilize for the project. The CM will review plans and specifications with the Contractor in an effort to facilitate the Contractor's understanding of the project. The CM will review the Contractor's construction schedule for the project. The CM will review appropriate protocols and procedures detailed in the construction documentation. CM will prepare meeting minutes for the pre-construction meetings.

9.2 WEEKLY PROGRESS MEETINGS

Conduct weekly progress meetings at the City's project site for each construction package with the Contractor, permit agencies (if applicable), and the design representatives when/as needed. The principal purpose of the project coordination meetings will be to discuss the following:

- Review progress and work planned for the next week.
- Review progress of critical path schedule items (e.g., status of long lead time items).
- Notify the attendees of any construction deficiencies.
- Discuss labor, material, and equipment related to upcoming work.
- Address team coordination matters.

CM will plan for these meetings, chair these meetings, and conduct each meeting according to a published agenda. CM will prepare distribute meeting summaries which

include action items, summary of discussions, and identify the time and date of the next meeting.

9.3 SCHEDULING

Review the Contractor's schedule for each construction package on a monthly basis to verify that the projects are being executed in general accordance with the requirements of the contract documents. Monitor the Contractor's compliance with the agreed-upon scheduling requirements.

CM's major tasks associated with the overall schedule requirements will be to perform the following:

- Review the Contractor's schedule to determine that the milestones dates meet the overall schedule, and that no major conflicts exist.
- Review progress attained against the approved schedule to adequately record work-in-place, detect potential delays
- When appropriate, review the Contractor's plan for implementation of remedial measures to recover or maintain progress.
- If changes are made to the critical path items, review changes in assumptions and logic.
- In conjunction with the City, negotiate schedule adjustments with the Contractor, which may be required due to weather, change orders, or other impacts requiring schedule adjustments

9.4 CONSTRUCTION ADMINISTRATION

Process Contractors' correspondence and maintain a set of contract files for each construction package per contract documents and City standards. Issues requiring technical input will be forwarded to the City and the design engineers.

9.5 MONTHLY PROGRESS PAYMENTS AND REPORTS

Review Contractors' monthly progress payment requests, construction contract records, and reports specified to be submitted for compliance with contract documents for each construction package. Compile recommendations and forward to the City each month. Maintain a current estimate of overall construction cost for each construction package.

9.6 CHANGE ORDERS

Investigate proposed change orders submitted by the Contractor or requested by the City and/or its consultants. Change order submittals will include supporting records. CM's investigation will include an opinion as to the impacts on the construction package's schedule and budget, and will include a recommendation for action.

CM will perform the following tasks:

- Assemble documentation to include such items as inspection reports, test reports, drawings, sketches, photographs, and other materials as required.
- Assess the impacts of the proposed change on the package Contractor's schedule and operations.

- Prepare a written report summarizing the impact of the proposed change in terms of extra cost, cost savings, schedule, and effect on Contractor's obligations.
- Evaluate the Contractor's price proposals for reasonableness and accuracy of construction quantities, rates and unit prices, and time and schedule impacts.
- Maintain a separate change order log for each construction package as a means to track change order proposals through the review and approval process.
- Establish files for potential change orders or claims such as to accumulate documentation should the issues result in a change order or claim.

9.7 REQUESTS FOR INFORMATION (RFI)

Review, coordinate with the design engineers and respond to (up to 250) Contractor's Requests for Information (RFI), 50 for each construction package. When appropriate, recommendations, suggestions and alternatives shall be provided to the Contractor and/or the City.

9.8 SUBMITTALS

Receive from each construction package Contractor the required sets of specified submittals. Coordinate the review of the submittals with the design engineers. AECOM will maintain a log to manage shop drawings. The submittal review process will determine the following:

- All short-term look-ahead schedules containing critical submittal dates reflect the same dates in the logs.
- Submittals are reviewed in a timely fashion and returned to the Contractor to minimize lost production time.
- Logs are updated on a regular basis.
- Shop drawings have been reviewed and returned before associated work has begun.
- A copy of all submittals is maintained in the file.

After completion of the review, CM will return submittal to the Contractor and forward a copy to the City.

It is anticipated that the City, in addition to the Engineer's review, will review submittals related to worker safety protection, excavation plans, falsework plans, traffic control, trenchless methodologies, and dewatering plans prepared by the Contractor.

9.9 UTILITIES COORDINATION

Act as a liaison between the City and representatives of utility agencies. Assist the City with coordination of utility agencies during construction. All utility fees are to be paid by Contractor and/or City. The Contractor has the primary responsibility for coordinating the work with the utility agencies.

9.10 FIELD OBSERVATION

Implement observation guidelines for monitoring the Contractors' work. Conduct field observations and prepare documentation (daily reports) of construction tasks for

general compliance with the Contract documents.

Upon witnessing (and discussing with City) materials, erection or installation process, or levels of quality that do not meet the requirements of the construction contract documents, issue a Non-Conformance Report notifying the Contractor of such deviation and inquire about the Contractor's proposed corrective action. Copies will be forwarded to the City.

The Contractor for each construction package has sole responsibility for compliance with safety requirements on the construction contract. AECOM's staff will monitor the Contractors' general compliance with its safety program and advise the City of observed deficiencies.

Maintain a photographic log of construction activities and provide the City copies of significant photographs.

9.11 PUNCH LIST

Punch lists shall be developed to permit City acceptance of each segment of work to occur after the Contractor attains substantial completion. Conduct a final project review for each construction package with the City and the design engineer. Submit a recommendation for project acceptance after receiving the design engineer's concurrence.

9.12 RECORD DRAWINGS

CM will maintain a set of as-built drawings for each construction package during construction and will review the contractor's as-built drawings periodically to verify that changes are being documented. CM will collect as-built drawings from the contractor at contract close-out and submit to the Engineer for processing.

9.13 MATERIALS TESTING SERVICES AND SPECIALTY INSPECTIONS

CM will coordinate special inspection and testing with our materials inspection and testing sub consultant. AECOM will schedule, coordinate and monitor the compliance with the specified tests and frequency. AECOM will review the results of all materials testing inspections and will then make recommendations for acceptance of work or notify the Contractor of deficiencies. If deficiencies are discovered, CM will coordinate with the required project participants to determine an appropriate method for remediation and monitor actions taken to correct the deficient work. AECOM's subconsultant will provide the following:

- Provide Deputy Inspection.
- Provide soil, compaction and laboratory testing.
- Provide concrete testing.
- Provide asphalt testing.

9.14 LABOR COMPLIANCE

AECOM's will employ a State-certified sub consultant to provide Labor Compliance. The attached Letter from Golden State Labor Compliance dated 9/23/14 provides

clarification of the scope and level of effort for this Task 6.2.14. Program to monitor the Contractor's labor compliance, which includes the following:

- Pre-Job Conference. Conduct a pre-job conference with the Contractor and subcontractors listed in the bid before commencement of the work. Labor compliance requirements will be discussed and copies of the suggested reporting forms furnished. Records of the conferences will be kept on file.
- Monthly Audit of Contractor Certified Payroll. Review certified payrolls submitted by the Contractor and his subcontractors to verify compliance with the requirements of prevailing wage. Monitor that Apprenticeship requirements are being met.
- Monthly On-Site Interview. Conduct random on-site Contractor employee interviews on a monthly basis as required by the Labor Compliance Program.
- Violation Enforcement and Recommendations. Communicate potential violations to City and provide recommended action.

Annual Reporting to the Department of Industrial Relations (DIR). Compile and submit a summary report to the DIR. The report will be submitted annually during construction and at the conclusion of the project.

10.0 PROJECT CLOSEOUT (NOT AUTHORIZED)

10.1 POST CONSTRUCTION SERVICES

10.1.1 Final Project Review

Conduct final project review for each construction package with the City and submit a recommendation for project acceptance after design engineer's concurrence.

10.1.2 Final Report

Prepare final report of testing records for each construction package and submit to City.

10.1.3 Final Submittal Package

Compile a final submittal package (field records) for each construction package and submit to City.

11.0 NEW FACILITY CONCEPTUAL DESIGN SERVICES (NOT AUTHORIZED)

11.1 Permitting Services – To Be Determined (NOT AUTHORIZED)

11.2 Environmental Services – To Be Determined (NOT AUTHORIZED)

11.3 Site Acquisition Services – To be Determined (NOT AUTHORIZED)

11.4 Conceptual Design Services – To Be Determined (NOT AUTHORIZED)

**Exhibit B
Schedule**

Task	Sub Task	Description	AUG	SEPT	OCT
0		Project Management - Rate Study Support			
	0.1	Project Management			
	0.1.1	Prepare Project Plan	X		
	0.1.2	Prepare Monthly Invoices, Progress Reports, and Earned Value Analysis	X	X	X
	0.1.3	Project Management and QA/QC Coordination	X	X	
	0.2	Meetings and Workshops			
	0.2.1	Monthly Coordination Meetings	X	X	X
1		Conceptual Plan and Rate Study Support			
	1.1	Develop Interim Needs for OWTP	X	X	
	1.2	Concept Development for Future Treatment Facility	X	X	X
	1.3	Cost Projections for Capital Improvements	X	X	X
	1.4	Participation in Workshops	X	X	X
	1.5	Coordinate with Master Plan Consultant	X	X	X

Exhibit C

Task	Description	Hours	Phase 1 Planning Total Cost	Phase 2 Preliminary Design Total Cost (Not Authorized)	Phase 3 Final Design Total Cost (Not Authorized)	Phase 4 Post Design Total Cost (Not Authorized)
		(hr)	(\$)	(\$)	(\$)	(\$)
0.1	Project Management - Rate Study Support	356	\$ 68,377			
1.0	Conceptual Plan and Rate Study Support	819	\$ 150,097			
2.0	Project Management - Preliminary Design			\$ 318,914		
3.0	Preliminary Investigations					
3.1	Data Review & Site Investigations			\$ 61,118		
3.2	Coordinate with Master Plan Consultant			\$ 194,155		
3.3	Coordinate with Energy Coalition			\$ 28,095		
3.4	Field Survey			\$ 163,069		
3.5	Geotechnical			\$ 118,872		
4.0	Permitting			\$ 120,106		
6.1	Preliminary Design					
6.1.1	Secondary Treatment Improvements			\$ 240,907		
6.1.2	Emergency Generator & Main Switchgear Improvements			\$ 127,618		
6.1.3	Primary Clarifier Improvements			\$ 206,488		
6.1.4	Collection System Chemical Addition			\$ 182,478		
6.1.5	Early Warning System			\$ 97,525		
6.1.6	Headworks Improvements			\$ 200,000		
6.1.7	Anaerobic Digestion Improvements			\$ 250,000		
6.1.8	Non-Hazardous Liquid Waste Receiving Station			\$ 200,000		
6.1.9	Chlorination/Dechlorination Facilities			\$ 50,000		
6.1.10	Outfall Hydraulic Study			\$ 80,000		
6.1.11	Flood Level Investigation			\$ 35,000		
6.1.12	Effluent Pump Station			\$ 80,000		
6.1.13	Solids Processing Facilities			\$ 80,000		
6.1.14	DAFT Replacement and Expansion			\$ 80,000		
6.1.15	Cogeneration			\$ 70,000		
6.1.16	Buildings Overall Plan			\$ 100,000		
6.1.17	SCADA Upgrade and Replacement			\$ 200,000		
6.2	Preliminary Design Report			\$ 98,856		
6.3	Design					
6.3.1	Collection System Chemical Addition			\$ 396,532		
6.4.1	Secondary Treatment Improvements				\$ 2,500,000	
6.5.1	Emergency Generator & Main Switchgear Improvements				\$ 1,000,000	
6.6.1	Primary Clarifier Improvements				\$ 600,000	
6.7.1	Headworks Improvements				\$ 300,000	
6.8.1	Anaerobic Digestion Improvements				\$ 1,400,000	
6.9.1	Non-Hazardous Liquid Waste Receiving Station				\$ 250,000	
6.10.1	Chlorination/Dechlorination Facilities				\$ 300,000	
6.11.1	Effluent Pump Station				\$ 700,000	
6.12.1	Solids Processing Facilities				\$ 1,200,000	
6.13.1	DAFT Replacement and Expansion				\$ 500,000	
6.14.1	Cogeneration				\$ 1,000,000	
6.15.1	Administration/Operations Buildings				\$ 1,000,000	
6.16.1	SCADA Upgrade and Replacement				\$ 700,000	
7.0	Procurement Assistance					\$ 300,000
7.1	Collection System Chemical Addition			\$ 33,464		
8.0	Post Design Services					\$ 25,000,000
8.1	Collection System Chemical Addition			\$ 129,167		
10.0	Project Closeout					\$ 250,000
11.0	New Facility Conceptual Design					
11.1	Permitting Services					
11.2	Environmental Services					
11.3	Site Acquisition Services					
11.4	Conceptual Design Services					
	Total	1,175	\$ 218,475	\$ 3,942,366	\$ 11,450,000	\$ 25,550,000

AECOM
FEE SCHEDULE FOR PROFESSIONAL SERVICES
Effective January 1, 2015

Engineers, Planners, Architects, Scientists:

Student Assistant	\$ 87.00 per hour
Assistant I	\$ 106.00 per hour
Assistant II	\$ 121.00 per hour
Associate	\$ 142.00 per hour
Senior I	\$ 170.00 per hour
Senior II	\$ 196.00 per hour
Principal	\$ 235.00 per hour
Company Officer	\$ 255.00 per hour
Special Consultant	\$ 199.00 per hour

Construction Administration Personnel:

Resident Project Representative	\$ 118.00 per hour
Senior Resident Project Representative	\$ 137.00 per hour
Resident Engineer	\$ 168.00 per hour
Construction Services Manager	\$ 221.00 per hour

Technical Support Staff:

Clerical/General Office	\$ 76.00 per hour
Administrative Specialist	\$ 89.00 per hour
Drafter/CADD Technician	\$ 79.00 per hour
Assistant CADD Operator	\$ 92.00 per hour
Designer/CADD Operator	\$ 104.00 per hour
Senior Designer/Design CADD Operator	\$ 121.00 per hour
Design/CADD Supervisor	\$ 134.00 per hour

General Project Expenses ^{1/}

8.5% of Labor

Direct Project Expenses

Other Reproduction (8 1/2 x11 / 11x17 Color)	\$1.15 / 1.50 per page
Plan Sheet Printing - In House Bond/Vellum/Mylar	\$3.00/4.00/7.00 per sheet
Subcontracted Services/Reproduction	Cost + 15%
Subcontracted or Subconsultant Services	Cost + 15%
Auto Mileage for Construction Phase Services	\$0.60 per mile
Travel & Subsistence (other than mileage)	Cost
Miscellaneous Materials	Cost + 15%

If authorized by the Client, an overtime premium multiplier of 1.5 may be applied to the billing rate of hourly personnel who work overtime in order to meet a deadline which cannot be met during normal hours.

Applicable sales tax, if any, will be added to these rates. Invoices will be rendered monthly. Payment is due upon presentation. A late payment finance charge of 1.5% per month (but not exceeding the maximum rate allowable by law) will be applied to any unpaid balance commencing 30 days after the date of the original invoice.

Fee schedule is subject to change annually.

^{1/} Includes mail, telephone, fax, office photo copies, personal computers and mileage (except as noted).

ATTACHMENT NO. 1
 PAGE 46 OF 58

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

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

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

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

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

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. _____
300 West Third Street, Suite 302
Oxnard, California 93030

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

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

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

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

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

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

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

Endorsement Forms

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

INS-A.doc

ACCORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A SPECIFY COMPANY NAMES IN THIS SPACECOMPANY
LETTER B**OVERAGES**

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.

NO TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS**CERTIFICATE HOLDER**

City of Oxnard

Attention: Risk Manager

Reference No. _____

100 W. Third Street, Suite 302

Oxnard CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to coverage. ☐ Per Occurrence ☐ Per Claim (which)	
NAMED INSURED		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____	
_____ per accident, for bodily injury and property damage.			
I, in consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows: 1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability the inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1) Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER		AUTHORIZED REPRESENTATIVE	
CITY OF OXNARD Attention: Risk Manager Reference No. _____ 100 W. Third Street, Suite 302 Oxnard, CA 93030		☐ Broker/Agent ☐ Underwriter ☐ _____ I, _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____	



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 07/13/2015

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

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

PRODUCER Marsh Risk & Insurance Services CA License #0437153 777 South Figueroa Street Los Angeles, CA 90017 Attn: LosAngeles.CertRequest@Marsh.Com 06510 -AECOM--15-16 Camari GLALP 06 2017	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL: _____ ADDRESS: _____ <table style="width: 100%;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>16535 A+</td> </tr> <tr> <td>INSURER B : National Union Fire Insurance Co. of Pittsburgh, PA</td> <td>19445 A</td> </tr> <tr> <td>INSURER C : Illinois Union Insurance Co</td> <td>27960 A++</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535 A+	INSURER B : National Union Fire Insurance Co. of Pittsburgh, PA	19445 A	INSURER C : Illinois Union Insurance Co	27960 A++	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Zurich American Insurance Company	16535 A+														
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INSURER C : Illinois Union Insurance Co	27960 A++														
INSURER D :															
INSURER E :															
INSURER F :															
INSURED AECOM Technical Services, Inc. 1220 Avenida Acaso Camarillo, CA 93012															

COVERAGES **CERTIFICATE NUMBER:** LOS-001881781-01 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER: _____		GLO 5965891 07	04/01/2015	04/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS		BAP 5965893 07	04/01/2015	04/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$		BE 7528547	04/01/2015	04/01/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ PER STATUTE ☐ OTH-ER ☐
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N ☐ Y	N/A			E L. EACH ACCIDENT \$ E L. DISEASE - EA EMPLOYEE \$ E L. DISEASE - POLICY LIMIT \$
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.		EON G21654693 "CLAIMS MADE"	10/08/2014	04/01/2016	Per Claim/Agg \$1,000,000 Defense Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: City of Oxnard, Agreement No. 7815. Capital Improvements Program for Oxnard Wastewater Treatment Plant.

Certificate holder is named as additional insured for GL & AL coverages, but only as respects work performed by or on behalf of the named insured. Waiver of Subrogation is applicable where required by written contract with respect to GL and AL coverage.

CERTIFICATE HOLDER
CANCELLATION

 City of Oxnard
 Attn: Marsha Eubanks, Risk Manager
 300 West Third Street, Suite 302
 Oxnard, CA 93030

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

 AUTHORIZED REPRESENTATIVE
 of Marsh Risk & Insurance Services

David Denihan

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AECOM and Its Subsidiaries
GLO 5965891-07
Eff 04/01/2015

POLICY NUMBER: GLO 5965891-07

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Only those where required by contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

AECOM and Its Subsidiaries
BAP 5965893-07
Eff 04/01/2015

POLICY NUMBER: BAP 5965893-07

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
AECOM and Its Subsidiaries
Endorsement Effective Date:
04/01/2015

SCHEDULE

Name Of Person(s) Or Organization(s):
Only those where required by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.



CERTIFICATE OF LIABILITY INSURANCE

1/1/2016

DATE (MM/DD/YYYY)

7/13/2015

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

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

PRODUCER Lockton Insurance Brokers, LLC 19800 MacArthur Blvd., Suite 1250 CA License #0F15767 Irvine 92612 949-252-4400	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME:</td> </tr> <tr> <td>PHONE (A/C, No, Ext):</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: Insurance Company of the State of PA</td> <td>NAIC # 19429</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT NAME:		PHONE (A/C, No, Ext):	FAX (A/C, No):	E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE		INSURER A: Insurance Company of the State of PA	NAIC # 19429	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
CONTACT NAME:																					
PHONE (A/C, No, Ext):	FAX (A/C, No):																				
E-MAIL ADDRESS:																					
INSURER(S) AFFORDING COVERAGE																					
INSURER A: Insurance Company of the State of PA	NAIC # 19429																				
INSURER B:																					
INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED 1075642 AECOM AECOM Technical Services, Inc. 1220 Avenida Acaso Camarillo CA 93012																					

COVERAGES AECTE01 **CERTIFICATE NUMBER:** 13573083 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTIONS			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	SEE ATTACHED ACORD 101	1/1/2015	1/1/2016	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
 Notice of Cancellation applies per attached endorsement. Re: City of Oxnard Agreement No., 7815. Capital Improvements Program for Oxnard Wastewater Treatment Plant. Waiver of Subrogation applies per attached endorsement(s) or policy language.

CERTIFICATE HOLDER**CANCELLATION** See Attachments**13573083**
 City of Oxnard
 Marsha Eubanks, Risk Manager
 300 W. Third St., Ste. 302
 Oxnard CA 93030

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

AUTHORIZED REPRESENTATIVE

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Insurer A: The Insurance Company of the State of Pennsylvania

The Workers' Compensation coverage shown does not apply in monopolistic states. In the State of ND, OH, WA, and WY Workers' Compensation coverage is provided by the State Fund. In those States, the above reference policies provide Stop-Gap Employers' Liability only. Workers' Compensation policies apply as indicated below:

AECOM

WC 028328280 - CA
 WC 028328281 - FL
 WC 028328282 - MA,ND,OH,WA,WI,WY
 WC 028328283 - ME
 WC 028328284 - AK,AZ,VA
 WC 028328285 - IL,KY,NC,NH,UT,VT
 WC 028328286 - NJ, PA
 WC 028328287 - AL,AR,CO,CT,DC,DE,GA,HI,IA,ID,IN,KS,LA,MD,MI,MN,MO,MS,MT,NE,NM,NV,NY,OK,OR,RI,SC,SD,TN,TX,WV

URS Corporation

WC 028328288 - CA
 WC 028328289 - FL
 WC 028328290 - MA,ND,OH,WA,WI,WY
 WC 028328291 - AL,AR,CO,CT,DC,DE,GA,HI,IA,ID,IN,KS,LA,MD,MI,MN,MO,MS,MT,NE,NM,NV,NY,OK,OR,RI,SC,SD,TN,TX,WV
 WC 028328292 - IL,KY,NC,NH,UT,VT
 WC 028328293 - NJ,PA
 WC 028328294 - AK,AZ,VA
 WC 028328295 - ME

ACORD 101

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 1/1/2015 forms a part of Policy No. SEE ATTACHED ACORD 101

Issued to AECOM
AECOM Technical Services, Inc.

By The Insurance Company of the State of Pennsylvania

**LIMITED ADVICE OF CANCELLATION TO SCHEDULED ENTITIES
(WORKERS' COMPENSATION ONLY)**

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder(s) when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided the **Insurer**, either directly or through its broker of record, either:

(a) the name of the entity shown on the certificate, a contact name at such entity and the U.S. Postal Service mailing address of each such entity; or

(b) the email address of a contact at each such entity; and

3. prior to the effective date of cancellation, the **Named Insured** confirms to the Insurer, either directly or through its broker of record, that the persons or organizations set forth in the Schedule below, as well as their respective addresses listed, should continue to be a part of the Schedule and, if not, the names of the persons or organizations that should be deleted,

the **Insurer** will provide advice of cancellation (the "Advice") to each such Certificate Holder(s) confirmed by the **Named Insured** in writing to be correctly a part of the Schedule within 30 days after the **Named Insured** confirms the accuracy of the Schedule below with the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** confirms the accuracy of the Schedule below with the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided and subsequently confirmed by the **Named Insured** in writing, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the first named employer in Item 1 of the Information Page of this policy.

2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

WC 99 00 58
(Ed. 04/11)

BLANKET WAIVER OF OUR RIGHTS TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement effective: 12:01 AM 1/1/2015 forms a part of Policy WC 028328280
No. WC 028328288

Issued to: AECOM
AECOM Technical Services, Inc.

By: INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

WC 04 03 61
(Ed. 11/90)

Agreement No. A-7815

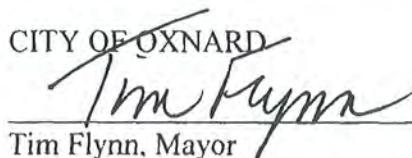
FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

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 5th day of April, 2016, by and between the City of Oxnard, a municipal corporation ("City"), and AECOM Technical Services, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on July 28, 2015, by City and Consultant.

City and Consultant agree as follows:

1. Effective April 5, 2016, in Section 1 of the Agreement, Exhibit A is supplemented with Exhibit A-1, attached hereto and incorporated herein by reference.
2. Effective April 5, 2016, in Section 8 of the Agreement, Exhibit B is supplemented with Exhibit B-1, attached hereto and incorporated herein by reference.
3. In Section 12 of the Agreement, the date "July 28, 2016" is deleted and replaced with the date "December 31, 2017."
4. In Section 14a of the Agreement, the figure "\$218,745" is deleted and replaced with the figure "\$3,130,868."
5. Effective April 5, 2016, in Section 14a of the Agreement, Exhibit C is deleted and replaced with Exhibit C-1 Cost of Services and Exhibit C-2 Fee Schedule for Professional Services, attached hereto and incorporated herein by reference.
6. As so amended, the Agreement remains in full force and effect.

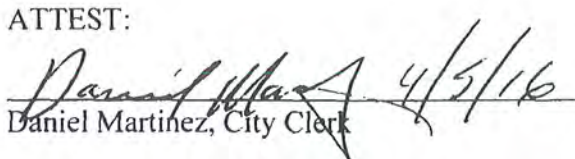
CITY OF OXNARD


 Tim Flynn, Mayor

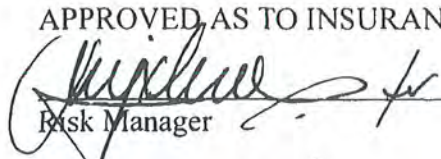
CONSULTANT


 Jan Hauser, P.E., Vice-President
 AECOM Technical Services, Inc.

ATTEST:


 Daniel Martinez, City Clerk

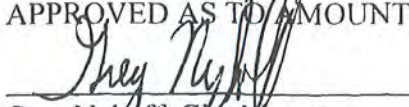
APPROVED AS TO INSURANCE:


 Risk Manager

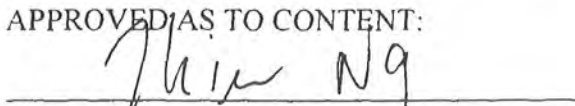
APPROVED AS TO FORM:


 Stephen M. Fischer, Interim City Attorney

APPROVED AS TO AMOUNT:


 Greg Nyhoff, City Manager

APPROVED AS TO CONTENT:


 Thien Ng, P.E., Project Manager

APPROVED AS TO CONTENT:

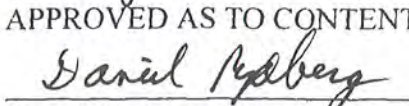

 Daniel Rydberg, P.E., Public Works Director

EXHIBIT A-1

SCOPE OF SERVICES

This scope of work has been prepared for the proposed Capital Improvements Program being developed for the Oxnard Wastewater Treatment Plant (OWTP). The scope will be performed in multiple phases. The Phase 1 efforts included the tasks needed to support the rate study for the long-term capital improvements. Phase 2 represents tasks associated with two project phases. Phase 2A is for projects which are considered urgent, and intended to be implemented starting late 2016. Phase 2B includes Capital improvement Projects which are required, but can be implemented after 2016.

This First Amendment includes Phase 2A preliminary and final design services for facilities with immediate needs improvement. The Phase 2A preliminary design services are as follows:

- Headworks improvements
- Primary clarifier improvements
- Biotower demolition
- Interstage pump station improvements
- Digester improvements
- Gravity thickener improvements
- Activated sludge improvements
- Effluent pump station improvements
- Emergency generator improvements
- Belt filter press improvements
- Co-generation improvements
- Secondary sedimentation tank improvements
- Flow equalization basin improvements
- Aeration Basin blower control upgrade
- Collection system chemical addition facilities
- Early water quality warning system for Advanced Water Purification Facility (AWPF)
- Plant control system improvements

The Phase 2A final design services are as follows:

- Primary clarifier improvements
- Biotower demolition
- Interstage pump station improvements
- Aeration Basin blower control upgrade

The Phase 2A design services amount is \$2,912,393.

The City of Oxnard is working with the Master Plan Consultant on the overall implementation plan for funding and public interface of the OWTP Improvements. Thus, support for the following tasks is not included in this scope of services:

- Master planning
- Proposition 218 process
- Funding support

Contract for Engineering Services – Amendment 1

- Overall program CEQA compliance support
- Grant funding
- Interface with Regional Water Quality Control Board for Master Plan Project.
- Services related to contaminated soil/water or hazardous materials
- Regional Water Quality Control Board coordination and reporting
- Grant Management services

The Consultant anticipates the following conditions:

Safety: Consultant shall not have control over or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, including safety precautions and procedures, as these are solely the responsibility of the construction contractor. Consultant shall not have the authority to stop the work of the construction contractor. In no event shall Consultant be liable for the acts or omissions of any construction contractors, their subcontractors, any of their agents or employees, or any other persons or entities performing any work related to this project, or for the failure of any them to carry out construction work under contract with the City.

Opinions of Construction Cost: Any Opinion of the Construction Cost prepared by Consultant represents its judgment as a design professional and is supplied for the general guidance of City. Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions

Hazardous Materials: Notwithstanding anything in this Agreement, Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure to persons of hazardous materials in any form, at the Project Site.

0.0 PROJECT MANAGEMENT – RATE STUDY SUPPORT - NO CHANGE IN COST

Consultant will provide the following project management functions:

0.1.1 Prepare Project Plan

The Project Work Plan will define how the consultation will proceed and will include tasks such as Consultant staffing assignment, communication protocol, deliverables, task leaders, and an anticipated project schedule.

- Deliverables: Project Work Plan

0.1.2 Prepare Monthly Invoices, Progress Reports, and Earned Value Analysis

Monthly progress reports will include summary of tasks completed, ongoing tasks, data requests, earned value analysis and work scheduled for following month. Reports will be submitted with monthly invoices.

- Deliverables: Monthly invoices, progress reports, and earned value analysis.

0.1.3 Project Management and QA/QC Coordination

This task includes coordination with the City and the project team, and quality control review. Overall project management for Phase 1 duration, which includes supervision of in-house staff, planning and monitoring of contract budget and schedule, and coordination with the City and its other consultants will be conducted by the Project Manager (PM).

0.2 MEETINGS AND WORKSHOPS

0.2.1 Coordination Meetings

The execution of the project from concept through design will require close coordination with City staff, as concepts and designs are developed and reviewed.

Meetings will be held at the OWTP throughout the rate study support period and will include a summary of work completed, work planned, key issues, data needs, budget update and schedule overview. Consultant will lead the meetings and prepare an agenda, which will be distributed at least two days before the meeting. Consultant's staff will attend these meetings, with other technical staff attending as required.

- Deliverables: Meeting Summary will be delivered in Word and PDF format within seven (7) calendar days after the meeting.

1.0 CONCEPTUAL PLAN AND RATE STUDY SUPPORT - NO CHANGE IN COST

1.1 DEVELOP INTERIM NEEDS FOR OWTP

Consultant will review immediate needs plan for the existing OWTP, to provide capability to extend facility life up to fifteen (15) years. Investigations will include equipment and process evaluation for interim improvements that will extend process efficiency, replace deficient equipment, enhance interim treatment, and provide transition facilities as needed until the new treatment facility is commissioned.

Improvements and upgrades may include some or all of the following areas:

- a. Headworks
- b. Primary Clarifiers
- c. Bio-towers Demolition
- d. Inter-stage Pump Station
- e. Activated Sludge Tanks and Blowers
- f. Secondary Clarifiers and Equipment
- g. Equalization Tanks and Equipment
- h. Effluent Pump Station
- i. Gravity Thickeners
- j. Dissolved Air Flotation Thickeners
- k. Digesters
- l. Belt Filter Presses
- m. Cogeneration Units
- n. New Standby Generators
- o. Plant Motor Control Center (MCC)
- p. Plant-wide Utilities Upgrades
- q. Supervisory Control and Data Acquisition (SCADA) System Upgrades

The evaluation will include review of plant operational risks, mandatory code and safety improvements, and remaining life analysis. Plant staff will be interviewed and maintenance history evaluated. Final recommendations will be subject to funding objectives and priorities established by the City.

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A technical memorandum describing the analysis and recommendations will be prepared.

➤ Deliverables:

- Draft Investigations Technical Memorandum
- Final Investigations Technical Memorandum

1.2 CONCEPT DEVELOPMENT FOR FUTURE TREATMENT FACILITY

Based on the potential plan to relocate the treatment facilities to a new site, Consultant will develop detailed concepts for a membrane bioreactor facility in one of the several identified sites near West Hueneme Road. The conceptual plans will include up to three scenarios for incorporating existing facilities or abandoning the existing site. Concept planning will include treatment requirements to meet Advanced Water Purification Facility (AWPF) raw water supply, Title 22 requirements for direct reuse, and ocean discharge.

➤ Deliverables:

- Draft Conceptual Plan Technical Memorandum
- Conceptual Plan Review Workshop Minutes
- Final Conceptual Plan Technical Memorandum

1.3 COST PROJECTIONS FOR CAPITAL IMPROVEMENTS

Consultant will develop cost estimates to AAEC International, Class 4 Level. Estimates will be developed on layout drawings developed for this purpose, using process sizing and industry standards for structure layouts. Estimates will include site development based on available site information, demolition and phasing of improvements for optimum use of existing facilities. It is intended that these estimates will refine the capital cost budgets as prepared by the Master Plan Consultant. A workshop will be held to review the estimates and assumptions on use of existing facilities.

➤ Deliverables:

- Draft and Final Construction Cost Estimates.
- Workshop Meeting Minutes.
- Meeting Summary will be delivered in Word and PDF format within seven (7) calendar days after the meeting.

1.4 PARTICIPATION IN WORKSHOPS

Consultant will develop presentations for workshops and planning meetings with the City to review the technical details of the various investigations. Alternative analyses will be developed using economic and non-economic criteria, and presented for discussion with City engineering and operations staff.

➤ Deliverables:

- Draft Presentation Materials in PowerPoint and PDF format
- Workshop Meeting Minutes.
- Meeting Summary will be delivered in Word and PDF format within seven (7) calendar days after the meeting.

1.5 COORDINATE WITH MASTER PLAN CONSULTANT

Consultant will share information and attend public meetings and workshops, and planning meetings to align efforts with those of the Master Plan Consultant.

Consultant will coordinate with the City and Master Plan consultant through Design Workshops. Master Plan Consultant's services will include, but not be limited to:

- Attendance and participation at meetings and workshops
- Graphic support and detailed evaluations of alternatives
- Overall wastewater system recommendations and coordination

2.0 PROJECT MANAGEMENT – PRELIMINARY AND FINAL DESIGN – INCREASE OF \$330,171

Consultant will provide the following project management tasks during each Phase of the project.

PHASE 2A - PROJECT MANAGEMENT. This includes project management for the phase 2A projects in accordance with the requirements below.

PHASE 2B - PROJECT MANAGEMENT (NOT AUTHORIZED). This includes project management for the phase 2B projects in accordance with the requirements below.

2.1.1 Prepare Project Charter

Includes facilitation of a kick-off meeting and project charter development. Attendees will include all stakeholders, including operations, management and engineering staff.

- Deliverables: Project Charter.

2.1.2 Prepare Project Plan

The Project Work Plan will define how the OWTP improvements will proceed and will include tasks such as Consultant staffing assignment, communication protocol, deliverables, task leaders, goals and an anticipated project schedule. Effort includes a staff survey to develop a list of needs and prioritize actions.

- Deliverables: Project Work Plan

2.1.3 Prepare Monthly Invoices, Progress Reports, and Earned Value Analysis

Monthly progress reports will include summary of tasks completed, ongoing tasks, data requests, earned value analysis and work scheduled for the following month. Reports will be submitted with monthly invoices.

- Deliverables: Monthly invoices, progress reports, and earned value analysis.

2.1.4 Project Management and QA/QC Coordination

This task includes coordination with the City and the project team, and quality control review. Overall project management for improvements design duration, which includes supervision of in-house staff, planning and monitoring of contract budget and schedule, and coordination with the City and its other consultants, will be conducted by the Project Manager.

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Provide senior technical review and implement our quality assurance and quality control (QA/QC) measures throughout the project. Our QA/QC procedures ensure all work products provided to the City follow strict adherence to industry and City of Oxnard design standards

2.2 MEETINGS AND WORKSHOPS

2.2.1 Kickoff Workshop

An overall Project Kickoff Workshop will be held to establish the Project Charter and overall project direction and scope of the project tracks.

Kick-off Workshop – The intent of the workshop is to establish the Project Charter, review the overall project elements and identify and prioritize those elements in each Project track. Initial data request will be submitted by the Consultant. Attendees will include Consultant's Project Managers, as well as the lead designers as applicable.

2.2.2 Monthly Coordination Meetings

The execution of the project from concept through design will require close coordination with City staff, as concepts and designs are developed and reviewed.

Monthly meetings will be held at the OWTP through delivery of the final preliminary design report, and through completion of design of the OWTP interim improvements projects and the collection system chemical addition and will include a summary of work completed, work planned, key issues, data needs, budget update and schedule overview. Consultant will lead the meetings and prepare an agenda, which will be distributed at least two days before the meeting. Consultant's project managers will attend these meetings, with other technical staff attending as required.

- Deliverables: Meeting Summary will be delivered in Word and PDF format within seven (7) calendar days after the meeting.

2.2.3 Technical Workshops

The Consultant will lead monthly technical memorandum review Workshops (up to a total of 4 during the immediate needs preliminary design effort). Draft technical memoranda will be issued prior to the meetings. The consultant will receive City comments on all the draft preliminary design technical memoranda. Subsequent to these Workshops, Consultant will prepare Final technical memoranda which incorporate City comments received.

3.0 PRELIMINARY INVESTIGATIONS – INCREASE OF \$215,626

The consultant will perform the following investigations prior to preliminary design of the interim improvement projects.

3.1 DATA REVIEW AND SITE INVESTIGATIONS

Consultant will develop a data request and deliver to the City. Consultant will review the performance data, as-built files, equipment cut-sheets and conduct a field investigation with City staff.

The City will provide base drawings for existing onsite facilities, utilities, controls and infrastructure following notice to proceed.

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Data review is broken down for the two design phases, including:

3.1.1 Phase 2A - Data Review

This task includes Data for the Phase 2A projects in accordance with the requirements above.

3.1.2 Phase 2B - Data Review (Not Authorized)

This task includes Data Review for the Phase 2B projects in accordance with the requirements above.

3.2 COORDINATE WITH ENERGY COALITION

Consultant will coordinate with the City's energy consultant to recognize opportunities to maximize energy efficiency and energy rebates. This coordination shall consist of inviting the City's energy consultant to key meetings, providing and sharing information requested, and responding to their comments during planning, preliminary, and early in detailed design.

3.2.1 Phase 2A - Coordination with the City's Energy Consultant

Coordinate with the City's energy consultant for the phase 2A projects in accordance with the requirements above.

3.2.2 Phase 2B - Coordination with the City's Energy Consultant (Not Authorized)

Coordinate with the City's energy consultant for the phase 2B projects in accordance with the requirements above.

3.3 COORDINATE WITH MASTER PLAN CONSULTANT

Consultant will share information and attend public meetings and workshops, and planning meetings to align efforts with those of the Master Plan Consultant.

Consultant will coordinate with the City and Master Plan consultant through Design Workshops. The coordination effort will include, but not be limited to:

- Attendance and participation at meetings and workshops
- Technical support on alternatives and cost analysis
- Coordination on the final rate study and final project list for interim improvements

3.4 FIELD SURVEY

If required, consultant will provide an aerial topographic survey of the entire treatment facility areas, supplemented by ground surveys. Furthermore, design level surveys will be performed at Lift Stations 6 and 8, Riverpark Development, Blending Station No. 1, and the Materials Recycling Facility to facilitate design of the chemical addition facilities at these sites.

This scope of services is limited to the services described herein and does not include potholing of existing underground utilities; title company reports, services and fees; boundary or construction surveying; setting boundary or right of way monuments; preparing and filing Corner Records or maps of any kind.

Aerial Topographic Mapping

- Perform control network survey for the purpose of establishing horizontal and vertical positions on the aerial targets for photogrammetric mapping. Control will be tied to the current datum in use for the Oxnard area: CCS83, Zone 5, Epoch 1995.00 horizontally and NAVD88 vertically.
- Coordinate with aerial mapping company to obtain aerial photography and mapping. Topographic mapping will be compiled using standard photogrammetric methods at a scale of 1 inch equals 20 feet, with a one foot contour interval as an AutoCAD drawing file.
- Perform field survey to locate visible surface features related to utilities such as meters, valves, backflow preventers, poles, warning signs, paint marks, exposed pipe sections, etc., not identifiable from aerial mapping, as well as critical design constraints as known at the time of this proposal. Note, for cost control reasons, not all pipes and features at the facility are intended to be located by field survey at this time (although they will be depicted in the aerial mapping). Field surveys will include the areas listed above and the street corridor along Perkins Road. Additional data will be located by specific direction under the "field allowance" allocated (3 field days). The Consultant anticipates no internal surveys of tanks/structures.
- Perform field survey to locate visible surface features at the four offsite facilities previously noted.
- Download and compute survey data. The data will be added to the AutoCAD base map drawing and each feature will be clearly labeled as identified in the field.
- Create an AutoCAD drawing for the project base map, including a title sheet with surveyor's notes, vicinity map and legend.
- Deliverables (electronic): Consultant will provide electronic AutoCAD drawing files. Consultant will include a PDF of a project information sheet, including the reduced scaled overall site limits, location map, surveyor's notes, control point listing, and record control references suitable to be plotted at a 22" x 34" sheet. This informational sheet will be signed and sealed by a California Licensed Land Surveyor. The actual mapping product is intended to be the electronic (digital) version only.

Digital Orthophotography

- Digital image files will be created in the appropriate format. The image will have a pixel resolution of 0.08 feet (each pixel will represent approximately 1" on the ground) suitable for plotting at a scale of 1" = 20'. Images will be inserted into the AutoCAD base map drawing.

Compile Utility Information

- Research utility providers via DigAlert within the immediate vicinity of project limits (public streets only) and request pertinent utility base maps and atlases sufficient to compile the offsite public utility features in the immediate vicinity of the site and that would be necessary to serve the property. These include water mains, sewer mains, gas mains, storm drain lines, fire hydrants, utility poles, telecommunications and cable television. Only onsite visible surface utilities will be shown. The offsite subsurface utility compilation will be combined with surface utility features made by field survey to depict the best estimation of location. Consultant cannot warrant the exact location, size or capacity of subsurface utilities and will only depict what is reported to us by the utility providers. Consultant will contact Underground Service Alert (USA) for marking lines prior to the field survey.

Subsurface Investigations

- OWTP is an existing operating facility with many underground pipelines, power and communication conduits, and other utilities. The Subsurface Investigation will seek to identify the underground conditions in the areas south of the Secondary Treatment Basins, around the Primary Clarifiers and Bio-towers. The scope of services for the Subsurface Investigation includes using a standard electromagnetic utility locator and with ground penetrating radar to locate pipes and other utilities. An allowance for additional subsurface investigations is included.

3.4.1 Phase 2A Field Survey

Provide limited ground field topographic and utility survey and as-built information for the Phase 2A projects in accordance with the requirements above. Surveys shall include interior and exterior as-built surveys where needed to prepare final design documents. No aerial surveys will be performed in Phase 2A.

3.4.2 Phase 2B Field Survey (Not Authorized)

Provide aerial and ground field surveys and as-built information for the Phase 2B projects in accordance with the requirements above.

3.5 ARC FLASH STUDY (NOT AUTHORIZED)

Consultant will perform an arc flash study for the following buildings prior to preliminary design of the immediate needs improvement projects:

- a. Motor Control Centers (MCC)
- b. Main Switchgear Building
- c. Co-generation Building
- d. 16KV Switchgear
- e. North Area Electrical Building
- f. Headworks Electrical Room

The results of this study will be used to identify the required electrical upgrades to these buildings.

3.6 GEOTECHNICAL REPORT AND SEISMIC RESPONSE SPECTRA

The scope of services for Geotechnical Engineering will provide preliminary geotechnical design criteria for up to 5 sites and includes the following:

- After visiting the site to mark points of exploration with facility staff, and notifying Underground Service Alert, Consultant will explore the subsurface conditions and materials by drilling approximately 12 10-foot deep geotechnical borings, 10 cone penetrometer test (CPT) soundings, and 10 environmental/geotechnical borings.
- A total of 12 50-foot deep borings will be drilled using a mud rotary system at the proposed project sites. Consultant will log the test holes and supervise the field study. Relatively undisturbed samples will be taken from the test holes and sealed in containers, and bulk samples from the cuttings will be secured in bags. The samples will be returned to Consultant's laboratory for testing. Consultant will utilize the mud rotary system to serve as a tremie to backfill the holes with slurry and/or bentonite, as per City of Oxnard guidelines. (The Consultant anticipates the cuttings are non-

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hazardous and they can be drummed and can be hauled off-site. Additional fees may be incurred if drummed materials are found to be hazardous.)

- A total of 10 CPT soundings will be advanced at the project sites to provide additional data for use in analyzing the liquefaction potential and settlement concerns with respect to subsurface soils. The soundings are planned to be advanced to depths ranging from 50 to 120 feet. The soundings will be backfilled with bentonite.
- 10 borings for use in both environmental and geotechnical analyses would be advanced to depths ranging from 10 to 25 feet. Standard environmental testing protocols would be followed, and a licensed C57 drilling operator would be utilized to advance the borings. As the borings are advanced, environmental services would include screening of soil samples with a Photo Ionization Detector (PID), as per the RFP. The hollow-stem auger will be used as a tremie to backfill the borings with slurry and bentonite, as per City of Oxnard guidelines. (The Consultant anticipates the cuttings are non-hazardous and they can be drummed and can be hauled off-site. Additional fees may be incurred if drummed materials are found to exceed action limits.)
- Because of shallow groundwater conditions, and the seismicity of the region, the Consultants will have a focus on liquefaction and lateral spreading, and the potential design issues associated with those phenomena. These factors will be central to the planned exploration and analysis programs. Furthermore, testing will be performed to aid dewatering contractors in their estimation of quantities that will need to be pumped during construction.
- Laboratory testing will be performed on soil samples collected during the field exploration to help identify and evaluate subsurface site characteristics. Geotechnical tests will include, but may not be limited to: measurement of in-place moisture and density; determination of maximum density and optimum moisture of soils anticipated to be involved in site grading; direct shear testing of remolded samples of anticipated bearing soils; consolidation testing of in-situ conditions; expansion index testing of anticipated bearing soils; plasticity index and grain size analyses of key soil types; and pH, resistivity, soluble chloride and soluble sulfate testing of soils anticipated to be in contact with foundations. Environmental testing will include Total Petroleum Hydrocarbon (TPH) and Benzene, Toluene, Ethylbenzene, and Xylenes (BTEX) evaluations for samples where field PID readings equaled or exceeded 45 ppm. For the purposes of this proposal, the Consultant anticipates that five samples will need to be tested from each environmental boring in accordance with EPA procedures 8015 and 8020.
- Once field and laboratory tests are complete the data will be organized and analyzed by the Consultant to develop conclusions and recommendations relevant to site development.
- A Geotechnical Engineering Report will be prepared based on evaluation of the data obtained from the exploration and testing programs, and on experience and judgment. Included in the report will be descriptions of the field and laboratory tests performed during the Consultant's studies, discussions pertaining to the engineering properties of soil types encountered on-site, and recommendations for site development based on the geotechnical conditions. Recommendations will include:

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criteria for grading; seismic design parameters; vertical, lateral and bearing pressures for use in structural design; estimated total and differential settlements; minimum foundation design criteria; and depth to groundwater.

3.6.1 Phase 2A Geotechnical Report and Seismic Response Spectra

Provide limited geotechnical investigations for the phase 2A projects as needed to develop detailed design for these projects, in accordance with the requirements above.

3.6.2 Phase 2B Geotechnical Report and Seismic Response Spectra (Not Authorized)

Provide Geotechnical Report and Seismic Response Spectra for the phase 2B projects in accordance with the requirements above.

3.7 OWTP BIO-SOLIDS DISPOSAL/REUSE OVERVIEW STUDY (NOT AUTHORIZED)

The City of Oxnard currently disposes of dewatered anaerobically digested sludge that is produced from the Oxnard Wastewater Treatment Plant (OWTP) at the TOLAND ROAD LANDFILL BIOSOLIDS FACILITY under a contract with the Ventura Regional Sanitation District (VRSD). The City/VRSD contract which was signed on April 22, 2008 terminates on June 30, 2018 and there are no provisions in the contract to extend the contract beyond the June 30, 2018 termination date.

3.7.1 Overview of Class "A" Biosolids Options

Identify options that the City should consider for further detailed evaluation and development. Review the November 2000 *OWTP Final Biosolids Management Report* that was produced by Malcolm Pirnie, Inc. This "high level" review will focus on current feasibility of options presented in the subject report and a limited review of facilities that can be readily identified where these options are currently being used.

Conduct a limited review of biosolids disposal strategies being employed by other agencies in Southern California. This review will be limited to telephone discussions with the Los Angeles County Sanitation Districts, the City of Los Angeles and the Orange County Sanitation Districts.

3.7.2 Technical Memorandum – Overview of Class "A" Biosolids Options

Prepare a draft technical memorandum that will summarize the efforts, findings and conclusions generated under Task 3.7.5.

Following review by the City, prepare 5 copies of final technical memorandum within two (2) weeks of receipt of comments.

3.7.3 Overview of Combined Sludge/Solid Waste Gasification Technologies

In association with the City's Solid Waste Master Plan Consultant, conduct "high level" overview of technologies available for combined sludge/solid waste gasification and a "high level" overview of case histories in the United States where this technology has been evaluated, implemented and in operation on combined wastewater treatment plant sludge and solid waste.

The focus of this overview will be:

- Definition of proven available technologies with schematics and photos.
- Summary of “design” criteria for “in-development” and/or operating facilities relative to dewatered sludge pre-treatment requirements and required sludge characteristics; solid waste pre-treatment requirements; and ratios of sludge and solid waste on both a volume and tonnage basis; power requirements; and power generation per unit volume or tonnage of combined sludge/solid waste processed.
- Summary of “high level” construction costs and capital costs for “in-development” and/or operating facilities.
- Summary of “high level” O&M costs with breakdowns of cost items included in the O&M costs.
- Summary of permitting requirements for implementation of a sludge/solid waste gasification project.
- Summary of project issues related to regulatory approvals, construction, operation and maintenance, and meeting anticipated power generation estimates.

3.7.4 Technical Memorandum

This technical memorandum will summarize the efforts, findings and conclusions generated under this Task.

Following review by the City, prepare 5 copies of final technical memorandum within two (2) weeks of receipt of comments.

3.7.5 OWTP Biosolids Disposal /Reuse Overview Study Report

Prepare and submit the subject report to the City. The report will provide an Executive Summary of the technical memoranda produced and copies of the technical memoranda.

4.0 PERMITTING - INCREASE OF \$110,000

4.1 STORM WATER PERMITTING

Consultant will assist the City in renewing its Storm Water Pollution Prevention Plans (SWPPPs) for the OWTP, Headworks, Advanced Water Purification Facility (AWPF), and Materials Recycling Facility (MRF). The SWPPP will be prepared to comply with the requirements of the State of California's new General Permit for Storm Water Discharges Associated with Industrial Activities (i.e., Industrial General Permit [IGP]) (Water Quality Order 2014-0057-DWQ, National Pollutant Discharge Elimination System [NPDES] CAS000001). The Consultant anticipates the current SWPPP is not in compliance with the Ventura County Municipal Separate Storm Sewer System (MS4) permit.

4.1.1 Review Available Materials

The Consultant anticipates that all of the storm water runoff traversing the treatment areas of the OWTP premises was captured and treated in the plant prior to 2008. With the 2008 expansion of the treatment plant, including the new headworks facility, this is no longer the case.

The City has also taken over operation of the Materials Recovery Facility (MRF) and will need to update the storm water documentation for this facility.

The Consultant will review available documents and materials provided by City staff in email or hardcopy regarding the facility's operations to verify applicability of the Industrial General

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Permit (IGP) to the facility and to determine if the facility requires coverage under a Notice of Intent, or may be eligible for No Exposure Certification (NEC) or Notice of Non-Applicability (NONA). Materials to be provided by the OWTP staff include site maps and documents describing relevant attributes of the facility (storm drain maps, draft or internal SWPPP, Spill Prevention, Control, and Countermeasure Plan, Hazardous Materials Business Plan, storm drain map, and other environmental documents or permits). The Consultant will need City staff to provide existing facility drawings in CADD or GIS if available. The Consultant anticipates that the facilities do not have coverage under the current IGP and has not performed storm water sampling.

The Consultant will review those documents City staff can make available in advance of the Task 4.1.2 Site Visits, with additional data provided and reviewed during the site visit.

4.1.2 Conduct Site Visits

The Consultant will perform a one- to two-day site visit to the OWTP, Headworks, AWWP, and MRF to collect information needed to prepare the SWPPP and prepare detailed site maps. During the site visits, the Consultant will inspect the sites' storm water drainage system to determine needed storm water sampling locations. The Consultant will identify which portions of the facilities' stormwater is captured and treated on the site, which portion may be discharged off-site to the City storm drain system, and which portion is discharged directly to a detention basin without treatment. The Consultant anticipates that City staff will provide a storm drain system map and have staff available to assist with removal of storm drain lids to verify the layout of the storm drain system.

During the site visits, the Consultant will discuss with City staff information needed to complete the SWPPP, such as:

- Make-up and experience of the Storm Water Pollution Prevention Team and training needs
- Availability of sampling equipment, if any
- Potential polluting materials used at the site, including storage locations and loading/unloading activities
- Comparison of current site operations versus minimum Best Management Practices (BMPs) required by the IGP; where possible, written standard operating procedures are desired

The Consultant anticipates that the facilities will not require the use of advanced BMPs to comply with the IGP. Costs to design advanced BMPs are not included in this proposal.

During the site visit, the Consultant will review the SWPPP checklist, NEC checklist, and site map requirements in accordance with the appendices and attachments to the IGP to ensure needed information is collected.

4.1.3 Hydrologic Analysis

For the OWTP, the Consultant will review site hydrology and perform additional calculations to develop the Storm Water drainage map for the site. Additional requirements will include site survey and review of existing drainage structures. Analysis will be as required to comply with the requirements of the stormwater permits associated with the site.

4.1.4 Prepare Draft SWPPP and Site Map

The Consultant will prepare the draft SWPPP and site map to comply with the new IGP. The Consultant's approach will be to keep the SWPPP brief and, thereby, functional for use by the OWTP, Headworks, AWPf, and MRF staff. At a minimum, the SWPPP will cover the following topics:

- Facility name and contact information, including identifying the Storm Water Pollution Prevention Team
- Site description
- Site map
- List of industrial materials: industrial processes, material handling and storage areas, dust and particulate generating areas, significant spills and leaks, non-storm water discharges, erodible surfaces
- Assessment of potential pollutant sources
- Minimum BMPs: good housekeeping, preventive maintenance, spill and leak prevention and response, material handling and waste management, erosion and sediment control, employee training programs, quality assurance and record-keeping
- Advanced BMPs (if determined to be applicable – not included in our cost estimate): exposure minimization BMPs, storm water containment and discharge reduction BMPs, treatment control BMPs, other advanced BMPs
- Annual comprehensive facility compliance evaluation
- Monitoring Implementation Plan
- Date SWPPP initially prepared and date of amendments

Consultant will lead a workshop two weeks after delivery of the Draft documents to review and receive comments from City staff. One week before the workshop, the Consultant will provide an agenda to the City.

➤ Deliverables:

- Draft SWPPP and Site Map.
- Workshop Meeting Minutes.

The documents will be provided in electronic format via email, unless the City requests hardcopy or other digital format.

4.1.5 Prepare Final SWPPP and Site Map

The Consultant will revise the SWPPP and Site Map based on the City's comments. The final copy will be provided in electronic format via email for ease in uploading to the State Water Board's Storm Water Multiple Application and Report Tracking System (SMARTS) website. The Consultant will also provide up to three hardcopy and/or CD format copies of the Final SWPPP and Site Map if requested by the City.

➤ Deliverables:

- Final SWPPP and Site Map.

4.1.6 Permit Application Support

The Consultant will provide support to the City's staff to complete the permit application process. Support will include providing additional information for use in entering the Permit Registration Documents in SMARTS, and assistance with data entry and document upload. However, the Consultant will not be able to directly enter information that must be uploaded by the Legally Responsible Person, such as providing certification. The City will be responsible for any required permit fees.

4.2 CEQA COMPLIANCE (NOT AUTHORIZED)

Under this phase of the Contract, the Consultant will provide technical data and information for the program EIR being prepared by the City and its Environmental Consultant to satisfy Proposition 218 requirements. The Consultant will provide technical support for the Environmental Consultant in the preparation of this document. To this end the Consultant is allocating 300 hours of support for coordinating with the Environmental Consultant.

Included in these hours is providing environmental permitting for the collection system chemical systems. The Consultant anticipates these facilities will fall within a Class 1 Categorical Exemption for Existing Facilities (CEQA Guidelines Section 15301).

5.0 RIGHT OF WAY ACQUISITION SERVICES (FUTURE AUTHORIZATION)

6.0 DESIGN DEVELOPMENT – INCREASE OF \$2,256,596

6.1 PRELIMINARY DESIGN

Consultant will evaluate and perform preliminary design of the improvements identified in the approved facilities plan and determined in the rate study support efforts in Task 1. The analysis will determine sequencing and packaging of the elements into specific design and construction packages. The preliminary design will address:

- A. Treatment Process Improvements
- B. Site and Utilities Improvements.
- C. Emergency generator and main switchgear improvements.
- D. Collection system odor control facilities.

Consultant will perform pre-design investigations focusing on the condition of existing equipment and interim needs at the OWTP. The results will be summarized, with conclusions and recommendations resulting from the investigations, in a Pre-Design Technical Memorandum (TM) for each immediate needs facility or system. The Draft TMs will be submitted to the City for review and City review comments will be incorporated into Final TMs which will be incorporated into a Preliminary Design Report (PDR).

➤ Deliverables:

- Draft Pre-Design Investigations Technical Memoranda
- Final Pre-Design Investigations Technical Memoranda

6.1.1 Headworks Improvements

This task consists of evaluating improvements to the Headworks Area. Identified needs include:

- a. Headworks Area 'Below Cover' concrete and coating repairs
- b. Headworks Grit Dewatering Building odor control duct work air balancing improvements
- c. Headworks screenings conveyor enclosures and odor ventilation improvements
- d. Provide new influent pump seal/cooling water system
- e. Replace Headworks fiberglass (FRP) covers
- f. Modify or replace odor control stations and chemical feed stations
- g. Provide screen wall on the north and west sides of the Headworks property, running east to Perkins Road and south to the Railroad

Specific preliminary design tasks consist of:

- Perform site visit
- Conduct operations staff interviews
- Identify equipment upgrade or replacement needs
- Document areas with corrosion or other degradation
- Evaluate corrosion in areas below channel covers
- Assess concrete rehabilitation options
- Assess viable coating systems for protection of structures experiencing corrosion
- Assess mounting support alternatives for FRP covers
- Document FRP cover replacement needs based on visual observation
- Assess viable cover alternatives to FRP
- Assess Odor Control System and identify any deficiencies
- Evaluate foul air extraction rate and recommended building air change rates
- Evaluate odor control system equipment and recommended upgrades or replacement
- Assess options to screen headworks facility from nearby residences
- Document findings in draft TM
- Prepare and submit final TM incorporating City comments

Assumptions:

- a. It is assumed that damage to existing concrete is non-structural and no structural analysis will be performed

6.1.2 Primary Clarifier Improvements

This task consists of evaluating Primary Clarifier (PC) improvement needs. Initial assessment of the tanks during the rate study support efforts identified significant corrosion of internal mechanisms and ancillary equipment and a poor overall condition rating. Identified needs include:

- a. Replace corroded tank internal mechanisms
- b. Secure launders
- c. Replace access walkways
- d. Replace pumping equipment

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Specific preliminary design tasks consist of:

- Perform site visit
- Conduct operations staff interviews
- Review available as-built documents if available
- Assess observable extent of damage to internal mechanisms and ancillary equipment
- Assess condition of drive units
- Assess walkways and bridges
- Assess primary sludge and scum pumping equipment
- Document condition of existing PC tanks and equipment
- Evaluate improvement alternatives
- Recommend upgrade and/or replacement needs
- Document findings in draft TM
- Prepare and submit final TM incorporating City comments

Assumptions:

- a. It is assumed that no structural analysis will be performed.

6.1.3 Bio-towers Demolition

Based on the condition assessment and seismic evaluation conducted during the Master Plan project, the Bio-towers have been found in a poor condition and are recommended for demolition. This task includes preliminary design for demolition of the Bio-towers and appurtenances and relocation of utilities. Identified needs include:

- a. Removal of Bio-towers and appurtenances
- b. Site regrading requirements
- c. Relocation of utilities

Specific preliminary design tasks consist of:

- Review plant operations
- Assess process impacts of bio-tower demolition
- Determine process upgrades required
- Assess structural impacts of bio-tower demolition
- Assess electrical impacts of bio-tower demolition
- Assess safety requirements associated with bio-tower removal
- Evaluate utility relocation requirements
- Evaluate site regrading requirements
- Document findings in draft Technical Memorandum
- Prepare and submit final Technical Memorandum incorporating City comments

6.1.4 Inter-stage Pump Station Improvements

The inter-stage pump station is required to be reconfigured and modified after demolition of the Bio-towers. Additionally, based on the Public Works Integrated Master Plan (PWIMP) the pumps are nearing the end of their Evaluated Remaining Useful Life (EvRUL). This task includes preliminary design of inter-stage pump station upgrades. Identified needs include:

- a. Replace/refurbish inter-stage pumps
- b. Modify bio-tower recirculation pumps for service as backup inter-stage pumps
- c. Modification of inter-stage wet-well

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Specific preliminary design tasks consist of:

- Perform site visit
- Conduct operations staff interviews
- Review available as-built documents if available
- Evaluate condition of pumps and ancillary equipment
- Determine extent of equipment replacement and/or refurbishment
- Assess pump station and wet well reconfiguration requirements
- Assess pumping requirements for conveyance to secondary treatment
- Assess structural improvement requirements
- Assess electrical improvement requirements
- Assess process and utility upgrade requirements to repurpose recirculation pumps
- Document findings in draft Technical Memorandum
- Prepare and submit final Technical Memorandum incorporating City comments

6.1.5 Activated Sludge Tank (AST) Improvements

This task consists of evaluating improvements to the activated sludge tanks area. Major improvements include corrosion control, aeration efficiency improvements. Identified needs include:

- a. Replacement of Blowers and Diffusers
- b. Replacement of the handrail mounted walkway lights with corrosion resistant LED lights
- c. Rehabilitation of Activated Sludge Tanks Concrete
- d. Addition of Baffle Walls in ASTs

Specific preliminary design tasks consist of:

- Perform site visit
- Conduct operations staff interviews
- Review available as-built documents if available
- Evaluate condition of equipment and expected remaining service life
- Assess process and utility upgrade requirements after bio-tower removal
- Evaluate aeration equipment upgrade or replacement requirements
- Evaluate ancillary equipment upgrade requirements
- Assess electrical improvement requirements
- Evaluate conversion of handrail mounted AST walkway lights to LED
- Review existing seismic and structural evaluation reports
- Provide structural seismic study - Tier 1, Tier 2 and Tier 3 levels
- Determine structural rehabilitation necessary to extend the aeration tanks useful life and satisfy the seismic analysis requirements
- Review operational data for the activated sludge systems
- Determine the capacity of the activated sludge tanks (ASTs) and equipment
- Assess addition of baffle walls
- Document findings in draft Technical Memorandum
- Prepare and submit final Technical Memorandum incorporating City comments

6.1.6 Secondary Sedimentation Tank Improvements

This task consists of evaluating immediate improvements to the Secondary Sedimentation systems including ancillary equipment replacement. Identified needs include:

- a. Replacement of small equipment
- b. Replacement of skimmers, collectors, drives and Return Activated Sludge (RAS) and Waste Activated Sludge (WAS) pumps
- c. Rehabilitation of secondary Sedimentation tanks structure/concrete

Specific preliminary design tasks consist of:

- Perform site visits by structural engineer and process engineer
- Conduct operations staff interviews
- Evaluate equipment condition and expected remaining service life
- Assess ancillary/small equipment replacement or rehabilitation requirements
- Recommend improvements and phasing
- Review available as-built drawings and pertinent data provided. Review existing seismic and structural evaluation reports
- Provide structural seismic study - Tier 1, Tier 2 and Tier 3 levels
- Determine structural rehabilitation required to extend the secondary sedimentation tanks useful life and to satisfy seismic resistance design requirements
- Determine the observable extent of deterioration at secondary sedimentation tanks (SST) and equipment
- Evaluate SST skimmers, collectors, drives and RAS and WAS pumps and determine the required equipment rehabilitation and replacement
- Document findings in draft Technical Memorandum
- Prepare and submit final Technical Memorandum incorporating City comments

6.1.7 Effluent Pump Station Upgrades

This task consists of evaluation and pre-design of improvements to the Effluent Pump Station area consisting of concrete rehabilitation and equipment replacement. This task also includes replacement of the gravity pipeline check valves and evaluation and modifications to the effluent pump station power supply. Identified needs include:

- a. Replacement of effluent pumps
- b. Repair/replacement of gravity pipeline check valves
- c. Improvement of power supply redundancy/reliability
- d. Effluent pump station concrete rehab

Specific preliminary design tasks consist of:

- Perform site visits by structural engineer and process/mechanical engineer
- Conduct operations staff interviews
- Evaluate equipment condition and expected remaining service life
- Assess equipment replacement or rehabilitation requirements
- Evaluate pump and wet well hydraulic capacity
- Evaluate pump redundancy requirements
- Assess electrical upgrade requirements
- Review available as-built drawings and pertinent data provided
- Review existing seismic and structural evaluation reports

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- Provide structural seismic study - Tier 1, Tier 2 and Tier 3 levels
- Determine structural rehabilitation required to extend the effluent pump station useful life and to satisfy seismic resistance design requirements
- Document findings in draft Technical Memorandum
- Prepare and submit final Technical Memorandum incorporating City comments

6.1.8 Equalization Tanks Improvements

Consultant will evaluate and provide preliminary design of improvements to the Equalization (EQ) Tanks. Major improvements consist of the following:

- a. Replacement of small equipment
- b. Rehabilitation of tanks structure/concrete
- c. Improvements to connect EQ for AWWP Plant

Specific preliminary design tasks consist of:

- Site visit by structural engineer and process engineer
- Review available as-built drawings and pertinent data provided
- Review existing seismic and structural evaluation reports
- Provide structural seismic study - Tier 1, Tier 2 and Tier 3 levels
- Determine structural rehabilitation required to extend the equalization tanks useful life and to satisfy seismic resistance design requirements
- Recommend equipment replacement where deteriorated or at end of its useful life
- Assess process and utility upgrade requirements to transfer EQ effluent to AWWP
- Document findings in draft Technical Memorandum
- Prepare and submit final Technical Memorandum incorporating City comments

6.1.9 Gravity Thickener Improvements

This task consists of determining the requirements for rebuilding/rehabilitation of the Gravity Thickeners to meet the immediate needs of the OWTP. Identified needs include:

- a. Repair/replace leaking sections of the feed sludge manifold
- b. Install access walkways and maintenance platforms for roof mounted air handling units
- c. Replace top mounted air handling units, collector mechanisms, and launders
- d. Repair concrete surface degradation

Specific preliminary design tasks consist of:

- Perform site visit
- Conduct operations staff interviews
- Evaluate equipment condition and expected remaining service life
- Assess equipment replacement or rehabilitation requirements
- Feed sludge manifold
- Top mounted air handling units
- Collector mechanisms
- Launders
- Assess and document concrete degradation
- Recommend structural repair of concrete surface deterioration
- Document findings in draft Technical Memorandum
- Prepare and submit final Technical Memorandum incorporating City comments

6.1.10 Dissolved Air Flotation (DAF) Thickener Improvements

This task consists of determining requirements for capacity, reliability, and safety improvements to DAF thickener systems and equipment. Identified needs include:

- a. Installation of permanent access stairs and platforms at DAF area
- b. Installation of containment structure around bulk polymer storage tank
- c. Replace DAF system air compressors with higher capacity units
- d. Upgrade the DAF polymer solution to re-establish the continuous batching system

Specific preliminary design tasks consist of:

- Perform site visit
- Conduct operations staff interviews
- Review available as-built documents if available
- Review DAF system operations
- Assess safety requirements and improvements
- Evaluate DAF system upgrade requirements
- Evaluate polymer storage area upgrade requirements
- Assess upsizing of air compressor system
- Evaluate polymer system upgrades to re-establish continuous batching operation
- Recommend upgrade and/or replacement needs
- Document findings in draft Technical Memorandum
- Prepare and submit final Technical Memorandum incorporating City comments

6.1.11 Anaerobic Digestion Improvements

This task consists of assessing the requirements for improvements to the anaerobic digestion facilities. Identified needs include:

- a. Addition of Dystor® cover to Digester 2
- b. Digester 2 heat exchanger replacement and interior coating repair
- c. Clean Digesters #1 and #3
- d. Digester 1 and 3 Heat Exchanger Replacement and Interior Coating Repair

Specific preliminary design tasks consist of:

- Perform site visit
- Conduct operations staff interviews
- Review available as-built documents if available
- Review anaerobic digestion system operations
- Assess tank cleaning requirements and sequencing
- Evaluate structural upgrades for Digester #2 cover replacement
- Assess condition and expected remaining useful life of:
 - Heat exchangers
 - Gas lance piping
 - Draft tube assemblies
- Evaluate equipment replacement and coating repair requirements
- Document findings in draft Technical Memorandum
- Prepare and submit final Technical Memorandum incorporating City comments

6.1.12 Cogeneration Improvements

This task consists of evaluating improvements to the Cogeneration system. Identified needs include:

- a. Rehabilitation of Cogeneration engines. Review of procurement documents for three cogeneration units. The documents pertain to engine overhaul for the cogeneration engines.
- b. Co-Gen cooling water system modifications at chlorine contact tanks (CCT) includes:
 - Install new automatic strainer on 3WHP cooling water loop at CCT
 - Modify cooling water loop with loop extension into CCT

Specific preliminary design tasks consist of:

- Review co-gen procurement documents
- Review supplier co-gen engine overhaul proposals
- Recommend turnkey co-gen improvements
- Assess co-gen cooling water system modifications at CCTs:
 - Install new automatic basket strainer on 3WHP cooling water loop
 - Modify cooling loop piping with loop extension into CCT
- Document findings and recommendations
- Finalize recommendations and submit to City

6.1.13 Non-Potable Water (3WHP) Pump Station Improvements

This task consists of evaluating improvements to 3WHP Pump Station. Improvements include replacement of basket strainers, pumps and drives. Belt Filter Presses Rehab

Specific preliminary design tasks consist of:

- Perform site visit
- Conduct operations staff interviews
- Review available as-built documents if available
- Review 3WHP pump station system operations
- Evaluate equipment rehabilitation and replacement requirements:
 - Existing 3WHP pumping equipment
 - Replacement of manual basket strainer with automatic basket strainer
- Document findings in draft TM
- Prepare and submit final TM incorporating City comments

6.1.14 Belt Filter Press Improvements

Identified needs include:

- a. Rehabilitation of Belt Filter Presses. Review of procurement documents for refurbishment of belt filter press (BFP) and conveyor equipment. Review comments and recommendations will be provided.
- b. Refurbishment of BFP building roof and skylights to eliminate leaks
- c. Installation of non-skid epoxy floor coating at BFP building ground floor and BFPs
- d. Installation of permanent access stairs and platforms at BFP area polymer mixing tanks
- e. Replacement of "wet sprinkler" piping in the BFP building
- f. Upgrade of BFP polymer solution make up system to re-establish a continuous batching system

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Specific preliminary design tasks consist of:

- Perform site visit
- Conduct operations staff interviews
- Review available as-built documents if available
- Review procurement document for overhaul of BFP and conveyor equipment
- Provide recommendations for turnkey BFP and conveyor improvements
- Assess building rehabilitation and wet sprinkler system piping replacement needs
- Review operations of existing polymer addition system
- Evaluate requirements to upgrade polymer system for continuous batching operation
- Document findings in draft Technical Memorandum
- Prepare and submit final Technical Memorandum incorporating City comments

6.1.15 Emergency Generator and Main Switchgear (SG) Improvements

This task consists of preliminary design for replacement of standby generators and upgrades to the main switchgear units. Consultant will review the Master Plan Consultant's Arc Flash study recommendations in development of the work. Identified improvements include:

- a. Replacement of standby Generators. The new emergency standby power facility will include electrical switchgear, circuit breakers, automatic transfer switch, self-contained generator, sound attenuating structure, integral fuel storage system, and interconnection with the cogeneration system. The standby power facility shall have sufficient capacity to power the entire Oxnard Wastewater Treatment Plant (OWTP) except for the Headworks.
- b. Main switchgear upgrades or replacement including shifting the load from 480V bus to 2400V bus. Refurbish the vaults identified as needing repair.

Specific preliminary design tasks consist of:

- Perform site visit
- Conduct operations staff interviews
- Review available data and as-built documents if available
- Review the recent Arc Flash Study to develop the design as applicable in accordance with the Study's findings.
- Preliminary design for new emergency generators:
 - Review plant loads and requirements for backup power
 - Review existing switchgear for incorporation into upgraded system
 - Review automatic transfer switches for incorporation into upgraded system
 - Review transformers requirements for incorporation into upgraded system
 - Define requirements for new emergency power system
- Assess electrical, structural, process and safety requirements for demo of main SG
- Assess optimal location for new switchgear building
- Determine required sequencing for replacement of main switchgear
- Document findings in draft Technical Memorandum
- Prepare and submit final Technical Memorandum incorporating City comments

6.1.16 Plant Wide Modifications

This task addresses the modifications that are required plant wide including the following:

6.1.16.1 Utilities replacement/upgrade, Electrical Repairs, and Civil/Site Work

This task includes identification of plant wide mechanical, structural, and electrical upgrades and repairs associated with interim improvement needs. Specific tasks consist of:

- Develop a plan for required modifications to the existing utilities during the interim needs improvements such as fire alarms, lighting, auxiliary utilities, instrument replacement and chemical feed systems. Improvements will include replacement of corroded pipes, concrete repairs and coatings installation, upsizing certain utilities, and relocation or reconfiguration of utilities where needed
- Develop a plan for improvements to electrical systems including electrical vault repairs, concrete repairs and coating installation, and replacement of corroded conduit, wire and junction boxes
- Site/Civil work pertinent to the interim improvement needs
- Document findings in draft Technical Memorandum
- Prepare and submit final Technical Memorandum incorporating City comments

6.1.16.2 SCADA System Upgrade

This task consists of determining the requirements for improvements to the SCADA system to improve control of the treatment processes. Preliminary design of this task is broken down into two tasks:

- a. Phase 2A SCADA System Upgrade:
 - This Task includes only the upgrade of Blowers Plant Logic Control (PLC) and SCADA
- b. Phase 2B SCADA System Upgrade
 - This Task includes plant wide SCADA upgrade excluding blowers

6.1.16.3 MCC replacement

Consultant will provide preliminary design for upgrade and replacement of MCCs at various locations as required for the interim improvements. Specific tasks consist of:

- Perform site visit
- Interview operations Staff
- Review available as-built drawings and pertinent data provided
- Review structural and arc flash study reports
- Determine the required MCC replacements or upgrades pertinent to the interim improvements
- Document findings in draft Technical Memorandum
- Prepare and submit final Technical Memorandum incorporating City comments

6.1.16.4 Early Warning System for Water Quality (Not Authorized)

Consultant will provide preliminary design of a system to identify potentially high sodium and chloride in the AWPFF effluent. Consultant will investigate and identify a system for continuous monitoring of the influent to the OWTP as well as primary clarifier effluent. Consultant will perform the following:

- Review OWTP influent water quality data for sodium and chloride
- Conduct site visit of OWTP facility
- Review OWTP headworks facility drawings for potential monitoring equipment location
- Review OWTP inter-stage pump station and secondary treatment basins drawings for potential monitoring equipment location
- Review AWPFF drawings for potential monitoring equipment location
- Identify recommended monitoring system
- Provide preliminary specifications for monitoring system equipment
- Provide concept drawings or sketches for installation of the monitoring equipment, including power and instrument requirements

Consultant will produce a Technical Memorandum that includes sketches, equipment model numbers, and directions for use by City during installation. Consultant will also provide support advisory services to City during installation of the system.

6.1.17 Collection System Chemical Addition Facilities (Not Authorized)

Based on the recent chemical addition preliminary testing to reduce odors generated from the City's collection system, the City has elected to install the following facilities:

- a. Magnesium Hydroxide Addition Facility at Hemlock and Victoria **(Not Authorized)**
- a. Magnesium Hydroxide Addition Facility at the Redwood Trunk **(Not Authorized)**
- b. Magnesium Hydroxide Addition Facility at the Central Trunk **(Not Authorized)**
- c. Magnesium Hydroxide Addition Facility at the Eastern Trunk **(Not Authorized)**

The chemical addition facilities will reduce significant odors generated from the City's Redwood, Central, and Eastern Trunk Sewers. The new chemical addition facilities will include a chemical storage tank, chemical metering pumps, a mechanical mixer, power and water to the facility, and other accessories and supporting facilities.

Consultant will verify existing conditions via site investigations (including geotechnical for each Lift Station Site and the Riverpark Development Site), review of existing as-built documents, and available geotechnical reports (the City will provide existing geotechnical reports for Blending Station No. 1 and the Solid Waste Transfer Station) and property parcel maps and right-of-ways. The task includes the survey effort needed to prepare the site civil design drawings. Consultant will undertake and complete preliminary design investigations and summarize the results, conclusions and recommendations in a Technical Memorandum (TM). The TM will be submitted to the City and Consultant will attend a review meeting with City to present recommendations and receive comments. Consultant will incorporate City comments in a final TM.

6.2 PRELIMINARY DESIGN REPORT

Consultant will undertake and complete all pre-design investigations and summarize the results, conclusions and recommendations resulting from these investigations in a Preliminary Design Report.

At the completion of Preliminary Design subtasks, Consultant will prepare a Preliminary Design Report (PDR) with a summary of total improvements to be designed under the specific Phase (A or B), and a recommendation for construction phasing. The analysis will define the areas to be packaged for construction bidding.

Two PDRs will be prepared for the preliminary design of the authorized facilities. The PDR will include the following sections:

1. **Introduction and Objectives**
1. **Background and Design Criteria**
2. **Immediate Needs Improvement Analysis** – Section will incorporate the findings of the Pre-Design TMs incorporating comments from the Pre-Design Workshops.
3. **Improvement Projects Sequencing** – An overview of general upgrade priorities and sequencing will be provided with recommended construction packages that will provide the least disruption of plant operations throughout the construction period. The OWTP must maintain full operational capability during the immediate needs construction. Conflicts will be identified and mitigation measures proposed.
4. **Recommended Projects** – Overall project recommendations will be provided, along with magnitude of project cost and implementation plan. Figures will be prepared where necessary to illustrate the proposed modifications.

Individual Design workshops will be held with the City at key project milestones during the Preliminary Design phase. These workshops will be attended by the Consultant's Project Manager and Design Manager, lead designers from the team and other technical staff as required. Each Workshop is anticipated to be approximately one half day in duration. The workshops will be held at the OWTP. The following workshops are anticipated:

1. Initial Workshop – Workshop will be held after Task 3 analyses. Key issues will be identified and discussed. The intent of the workshop is to identify plant staff objectives and any ongoing concerns that must be documented for the preliminary and final design efforts.
2. Intermediate Workshop – This Workshop will occur approximately half way during the preliminary design phase. Consultant will update the project team on the progress of the preliminary design effort. The direction of the analyses will be confirmed or re-established ahead of the preparation of the Draft PDR.
3. Draft Preliminary Design Report (PDR) Review Workshop – Two weeks after delivery of the PDR, the Consultant will lead the PDR Review Workshop. The recommended final design packages, final design budget requirements, schedule, and opinions of probable improvement project cost will also be reviewed. Subsequent to the Workshop, Consultant will prepare a Final PDR that will serve as the basis for the final design of immediate needs improvements.

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The results of this investigation will be included in a Draft PDR that will be delivered to the City for review two weeks prior to a PDR Review Workshop. Following the Workshop, the Draft PDR will be updated and a Final PDR will be submitted to the City. The Final PDR will serve to define the scope of the design packages.

6.2.1 Phase 2A - Preliminary Design Report:

Preliminary Design Report for the phase 2A projects in accordance with the requirements above.

➤ Deliverables Phase 2A:

- Phase 2A Draft Investigations Technical Memorandum
- Phase 2A Final Investigations Technical Memorandum Phase 2A

6.2.2 Phase 2B - Preliminary Design Report (Not Authorized):

Preliminary Design Report for the phase 2A projects in accordance with the requirements above.

➤ Deliverables Phase 2B:

- Phase 2B Draft Investigations Technical Memorandum
- Phase 2B Final Investigations Technical Memorandum

6.3 DETAILED DESIGN

After completion of the preliminary design, the City will decide which projects will advance into detailed design. This authorization will advance the City selected projects into detailed design.

The number of bid packages (maximum of 5 bid packages), drawings, and specifications to be prepared for the OWTP improvements will be determined during Preliminary Design.

Each Package will include Design Workshops, Drawings, Specifications, Opinion of Probable Construction Cost, and Constructability Review as defined below.

6.3.0 Project Coordination

6.3.0.1 Design Meetings

For each Package, Consultant has included two (2) design meetings as part of the scope of services. The Workshops are included at the following Milestones:

1. 60% Design Submittal
2. 90% Design Submittal

Further coordination of design efforts will be done during the regular monthly meetings.

Consultant will prepare and distribute meeting agendas two days prior to scheduled meetings and also record and distribute meeting minutes to all attendees no later than five days following the meeting. The meeting minutes will document the discussions and decisions made.

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➤ Deliverables:

- Meeting Agendas
- Meeting Minutes

6.3.0.2 Bid Documents (Plans and Specifications)

Following completion of the PDR documents, Consultant will proceed with detailed design preparation as follows:

Submittal	Drawings	Specifications	Opinion of Cost	No. of Copies
60%	Plans, Sections, and Most Details for all disciplines	Draft	Updated	PDF, Word, and 10 hard copies
90%	All	Final Draft	Updated	PDF, Word, and 10 hard copies
FINAL	Bid ready	Bid Ready	Final	PDF and Word 1 Bound 1 Unbound for reproduction

Drawings will be prepared at 24" x 36" sheet size with 22" x 34" trim lines (for half size printing to 11" x 17").

Consultant shall prepare Technical Specifications based on the City's standard format, and shall reference the Standard Specifications for Public Works Construction (SSPWC) and any other applicable standards with supplements.

➤ Deliverables:

- 60% Progress Package as defined above.
- 90% Progress Package as defined above.
- Final Bid Ready Package as defined above.

6.3.0.3 Engineer's Opinion of Probable Construction Cost

Prepare opinion of probable construction costs at the 60 percent and FINAL completion stages.

➤ Deliverables:

- 60% Construction Cost Opinion.
- 90% Construction Cost Opinion.
- Final Construction Cost Opinion.

6.3.0.4 Constructability Review

At the 90% design completion stage, Consultant will perform a constructability, startup, and commissioning review including the following:

- Review of Agreement, General Conditions and General Requirements for inclusion of additional contract requirements for procedural issues and responsibilities for

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submittals, schedule, payment and change order procedures, quality control, protection of the environment, safety, and project closeout.

- Review of construction sequencing.
- Plan startup and commissioning activities.
- Specified quality control and testing requirements and responsibilities of the Contractor.
- Consideration of special limitations imposed by the site.
- Specifications that adequately relate to the plans and are not unnecessarily restrictive.
- Potential physical conflicts on the plans and conflicts between specifications and the plans.

➤ Deliverables:

- Prepare one redlined set of plans, specifications, and schedule summary with comments.
- Prepare Summary of Findings Report, including Startup and Commissioning Plan.

6.3.0.5 Coordination with City Plan Check Department

The Consultant will submit the 90% contract documents to the City Plan Check department for review, answer comments, and revise documents as applicable. Consultant will prepare a memorandum summarizing the Plan Check comments and provide applicable revisions for each comment. Consultant will resubmit documents to City Plan Check if required. Consultant assumes a maximum of two submissions to City Plan Check will be required.

6.3.1 Headworks Improvements (Not Authorized)

This task includes development of drawings for civil, structural, mechanical, plumbing, yard piping, instrumentation, and electrical elements. Technical specifications shall be prepared.

6.3.2 Primary Clarifier Improvements

This task includes development of drawings for civil, structural, mechanical, plumbing, yard piping, instrumentation, and electrical elements. Technical specifications shall be prepared.

6.3.3 Bio-towers Demolition

This task includes development of drawings for civil, demolition, mechanical, yard piping, instrumentation, and electrical elements. Technical specifications shall be prepared.

6.3.4 Inter-stage Pump Station Improvements

This task includes development of drawings for civil, structural, mechanical, plumbing, yard piping, instrumentation, and electrical elements. Technical specifications shall be prepared.

6.3.5 Activated Sludge Tanks Improvements (Not Authorized)

This task includes development of drawings for civil, structural, mechanical, instrumentation, and electrical elements. Technical specifications shall be prepared.

6.3.6 Secondary Sedimentation Tanks Improvements (Not Authorized)

This task includes development of drawings for civil, structural, mechanical, instrumentation, and electrical elements. Technical specifications shall be prepared.

6.3.7 Effluent Pump Station and Conveyance Improvements (Not Authorized)

This task includes development of drawings for civil, structural, mechanical, yard piping, instrumentation, and electrical elements. Technical specifications shall be prepared.

6.3.8 Equalization Tanks Improvements

This task includes development of drawings for civil, structural, mechanical, instrumentation, and electrical elements. Technical specifications shall be prepared.

6.3.9 Gravity Thickeners Improvements (Not Authorized)

This task includes development of drawings for civil, structural, mechanical, plumbing, instrumentation, and electrical elements. Technical specifications shall be prepared.

6.3.10 DAF Thickeners Improvements (Not Authorized)

This task includes development of drawings for civil, structural, mechanical, HVAC, plumbing, yard piping, instrumentation, and electrical elements. Technical specifications shall be prepared.

6.3.11 Anaerobic Digestion Improvements (Not Authorized)

This task includes development of drawings for civil, structural, mechanical, gas piping, instrumentation, and electrical elements. Technical specifications shall be prepared.

6.3.12 Co-generation Improvements

This task includes development of drawings for civil, structural, mechanical, plumbing, instrumentation, and electrical elements. Technical specifications shall be prepared.

6.3.13 3WHP Pump Station Improvements (Not Authorized)

This task includes development of drawings for civil, structural, mechanical, plumbing, instrumentation, and electrical elements. Technical specifications shall be prepared.

6.3.14 Belt Filter Press Improvements

This task includes development of drawings for civil, structural, mechanical, plumbing, instrumentation, and electrical elements. Technical specifications shall be prepared.

6.3.15 Emergency Generator and Main Switchgear Improvements (Not Authorized)

This task includes development of drawings for civil, structural, mechanical, HVAC, plumbing, yard piping, instrumentation, and electrical elements. Technical specifications shall be prepared.

6.3.16 Plant Wide Modifications

This task includes development of drawings for civil, architectural, structural, mechanical, HVAC, plumbing, yard piping, instrumentation, SCADA upgrades, and electrical elements. Technical specifications shall be prepared.

6.3.16.1 Utilities replacement/upgrade, Electrical Repairs, and Civil/Site Work (Not Authorized)

This task includes detailed Design of plant wide mechanical, structural, and electrical upgrades and repairs associated with interim improvement needs.

6.3.16.2 SCADA System Upgrade

This task consists of detailed design for improvements to the SCADA system to improve control of the treatment processes. This task is planned as two tasks:

- c. Phase 2A SCADA System Upgrade:
 - This Task includes detailed design of the Blowers PLC and SCADA System improvements
- d. Phase 2B SCADA System Upgrade (**Not Authorized**):
 - This Task includes detailed design plant wide SCADA upgrade excluding blowers

6.3.16.3 MCC replacement (Not Authorized)

Consultant will provide detailed design for upgrade and replacement of MCCs at various locations as required for the interim improvements.

6.3.16.4 Early Warning System for Water Quality (Not Authorized)

Consultant will provide detailed design of a system to identify potentially high sodium and chloride in the AWPf effluent.

6.3.17 Collection System Chemical Addition Facilities (Not authorized)

This task includes development of drawings for civil, architectural, structural, mechanical, plumbing, instrumentation, and electrical elements. Technical specifications shall be prepared.

7.0 PROCUREMENT ASSISTANCE (NOT AUTHORIZED)

Procurement Services are anticipated to cover the projects defined during the Preliminary Design phase services and include support for up to five bid packages.

7.1 BID SUPPORT SERVICES**7.1.1 Attend Pre-Bid Conference**

Consultant will assist the City in holding pre-bid conferences and jobsite tours. Consultant will issue meeting summaries including items discussed at the pre-bid conference.

7.1.2 Respond To Bidders and Prepare Addenda

Consultant will assist the City with responding to bidder's questions and distribute addenda to the construction package. Addenda, if any, will be issued no later than five working days prior to the scheduled bid opening. Consultant will compile technical responses and addenda. Consultant's fee anticipates two (2) addenda per construction package, if required.

7.1.3 Attend Bid Openings and Tabulate Bids

Consultant will attend one bid opening at the City, receive and review the bids (received by the City) to identify responsive and responsible bidders. Consultant will assist the City in evaluating bids and contacting references for the low bidder as well as review and tabulate bid results.

8.0 POST DESIGN SERVICES (NOT AUTHORIZED)

Post design services for this Phase are anticipated to cover only the construction phase engineering services for the Collection System Chemical Addition Facilities.

8.1 CONSTRUCTION SUPPORT SERVICES

8.1.1 Conferences and Meetings

8.1.1.1 Preconstruction Conferences

Consultant's design engineers shall attend and support pre-construction conferences for each construction package with the Construction Manager, the City, involved agencies, utilities, and the Contractor's team as they prepare to mobilize for the project.

8.1.1.2 Weekly Progress Meetings as Needed

Consultant design engineers and other pertinent staff will attend weekly progress meetings at the City's project site for each construction package with the Contractor, Construction Manager, permit agencies (if applicable) when/as needed.

8.1.2 Change Orders

Consultant will support City's Construction Manager (CM) in preparing and investigating proposed change orders submitted by the Contractor or requested by the City and/or its consultants.

8.1.3 Requests for Information (RFI)

Review, coordinate with the CM, and respond to Contractor's Requests for Information (RFIs). When appropriate, recommendations, suggestions and alternatives shall be provided to the Contractor and/or the City.

8.1.4 Submittals

Consultant will review Contractor submittals. After completion of the review, Consultant will return submittal to the CM and distribution to the Contractor and City.

8.1.5 Oversight and Coordination of Contractor Startup / Testing For All Construction Packages

Consultant will provide oversight of the contractor's startup and testing of the new facilities for all construction packages. Consultant will review and comment on detailed testing and startup plans prepared by the Contractor. Consultant will meet with contractor to review and discuss the draft startup and testing plans. For fee estimating purposes, we have anticipated one full time startup and testing specialist for approximately 6 months of the 18 month estimated construction duration.

9.0 CONSTRUCTION ADMINISTRATION AND MANAGEMENT (NOT AUTHORIZED)

The Construction Manager (CM) and Field staff will be mobilized to the project site once construction is ready to begin. The CM and field staff will be based on site at the Oxnard WWTP. The CM will implement the record-keeping documentation and contract administration system developed during the pre-construction phase. Consultant will be the City's focal point (agent) for correspondence related to the construction phase of the project.

Consultant will provide on-site Construction Manager, Resident Engineer, Technical Support, and Clerical staff.

9.1 PRECONSTRUCTION CONFERENCES

Conduct pre-construction conferences for each construction package with the City, the design engineers, involved agencies, utilities, and the Contractor's team as they prepare to mobilize for the project. The CM will review plans and specifications with the Contractor in an effort to facilitate the Contractor's understanding of the project. The CM will review the Contractor's construction schedule for the project. The CM will review appropriate protocols and procedures detailed in the construction documentation. CM will prepare meeting minutes for the pre-construction meetings.

9.2 WEEKLY PROGRESS MEETINGS

Conduct weekly progress meetings at the City's project site for each construction package with the Contractor, permit agencies (if applicable), and the design representatives when/as needed. The principal purpose of the project coordination meetings will be to discuss the following:

- Review progress and work planned for the next week.
- Review progress of critical path schedule items (e.g., status of long lead time items).
- Notify the attendees of any construction deficiencies.
- Discuss labor, material, and equipment related to upcoming work.
- Address team coordination matters.

CM will plan for these meetings, chair these meetings, and conduct each meeting according to a published agenda. CM will prepare distribute meeting summaries which include action items, summary of discussions, and identify the time and date of the next meeting.

9.3 SCHEDULING

Review the Contractor's schedule for each construction package on a monthly basis to verify that the projects are being executed in general accordance with the requirements of the contract documents. Monitor the Contractor's compliance with the agreed-upon scheduling requirements.

CM's major tasks associated with the overall schedule requirements will be to perform the following:

- Review the Contractor's schedule to determine that the milestones dates meet the overall schedule, and that no major conflicts exist.
- Review progress attained against the approved schedule to adequately record work-in-place, detect potential delays.
- When appropriate, review the Contractor's plan for implementation of remedial measures to recover or maintain progress.
- If changes are made to the critical path items, review changes in assumptions and logic.
- In conjunction with the City, negotiate schedule adjustments with the Contractor, which may be required due to weather, change orders, or other impacts requiring schedule adjustments

9.4 CONSTRUCTION ADMINISTRATION

Process Contractors' correspondence and maintain a set of contract files for each construction package per contract documents and City standards. Issues requiring technical input will be forwarded to the City and the design engineers.

9.5 MONTHLY PROGRESS PAYMENTS AND REPORTS

Review Contractors' monthly progress payment requests, construction contract records, and reports specified to be submitted for compliance with contract documents for each construction package. Compile recommendations and forward to the City each month. Maintain a current estimate of overall construction cost for each construction package.

9.6 CHANGE ORDERS

Investigate proposed change orders submitted by the Contractor or requested by the City and/or its consultants. Change order submittals will include supporting records. CM's investigation will include an opinion as to the impacts on the construction package's schedule and budget, and will include a recommendation for action.

CM will perform the following tasks:

- Assemble documentation to include such items as inspection reports, test reports, drawings, sketches, photographs, and other materials as required.
- Assess the impacts of the proposed change on the package Contractor's schedule and operations.
- Prepare a written report summarizing the impact of the proposed change in terms of extra cost, cost savings, schedule, and effect on Contractor's obligations.
- Evaluate the Contractor's price proposals for reasonableness and accuracy of construction quantities, rates and unit prices, and time and schedule impacts.
- Maintain a separate change order log for each construction package as a means to

Contract for Engineering Services – Amendment 1

track change order proposals through the review and approval process.

- Establish files for potential change orders or claims such as to accumulate documentation should the issues result in a change order or claim.

9.7 REQUESTS FOR INFORMATION (RFI)

Review, coordinate with the design engineers and respond to (up to 500) Contractor's Requests for Information (RFI), 100 for each construction package. When appropriate, recommendations, suggestions and alternatives shall be provided to the Contractor and/or the City.

9.8 SUBMITTALS

Receive from each construction package Contractor the required sets of specified submittals. Coordinate the review of the submittals with the design engineers. Consultant will maintain a log to manage shop drawings. The submittal review process will determine the following:

- All short-term look-ahead schedules containing critical submittal dates reflect the same dates in the logs.
- Submittals are reviewed in a timely fashion and returned to the Contractor to minimize lost production time.
- Logs are updated on a regular basis.
- Shop drawings have been reviewed and returned before associated work has begun.
- A copy of all submittals is maintained in the file.

After completion of the review, CM will return submittal to the Contractor and forward a copy to the City.

It is anticipated that the City, in addition to the Engineer's review, will review submittals related to worker safety protection, excavation plans, falsework plans, traffic control, trenchless methodologies, and dewatering plans prepared by the Contractor.

9.9 UTILITIES COORDINATION

Act as a liaison between the City and representatives of utility agencies. Assist the City with coordination of utility agencies during construction. All utility fees are to be paid by Contractor and/or City. The Contractor has the primary responsibility for coordinating the work with the utility agencies.

9.10 FIELD OBSERVATION

Implement observation guidelines for monitoring the Contractors' work. Conduct field observations and prepare documentation (daily reports) of construction tasks for general compliance with the Contract documents.

Upon witnessing (and discussing with City) materials, erection or installation process, or levels of quality that do not meet the requirements of the construction contract documents, issue a Non-Conformance Report notifying the Contractor of such deviation and inquire about the Contractor's proposed corrective action. Copies will be forwarded to the City.

The Contractor for each construction package has sole responsibility for compliance with safety requirements on the construction contract. Consultant's staff will monitor the

Contract for Engineering Services – Amendment 1

Contractors' general compliance with its safety program and advise the City of observed deficiencies.

Maintain a photographic log of construction activities and provide the City copies of significant photographs.

9.11 PUNCH LIST

Punch lists shall be developed to permit City acceptance of each segment of work to occur after the Contractor attains substantial completion. Conduct a final project review for each construction package with the City and the design engineer. Submit a recommendation for project acceptance after receiving the design engineer's concurrence.

9.12 RECORD DRAWINGS

CM will maintain a set of as-built drawings for each construction package during construction and will review the contractor's as-built drawings periodically to verify that changes are being documented. CM will collect as-built drawings from the contractor at contract close-out and submit to the Engineer for processing.

9.13 MATERIALS TESTING SERVICES AND SPECIALTY INSPECTIONS

CM will coordinate special inspection and testing with our materials inspection and testing sub consultant. Consultant will schedule, coordinate and monitor the compliance with the specified tests and frequency. Consultant will review the results of all materials testing inspections and will then make recommendations for acceptance of work or notify the Contractor of deficiencies. If deficiencies are discovered, CM will coordinate with the required project participants to determine an appropriate method for remediation and monitor actions taken to correct the deficient work. Consultant's subconsultant will provide the following:

- Provide Daily Inspection.
- Provide soil, compaction and laboratory testing.
- Provide concrete testing.
- Provide asphalt testing.

9.14 OVERSIGHT AND COORDINATION OF CONTRACTOR STARTUP / TESTING FOR CONSTRUCTION PACKAGES

Consultant will provide oversight of the contractor's startup and testing of the new facilities.

9.15 LABOR COMPLIANCE

Consultant will employ a State-certified sub consultant to provide a Labor Compliance Program to monitor the Contractor's labor compliance, which includes the following:

- Pre-Job Conference. Conduct a pre-job conference with the Contractor and subcontractors listed in the bid before commencement of the work. Labor compliance requirements will be discussed and copies of the suggested reporting forms furnished. Records of the conferences will be kept on file.
- Monthly Audit of Contractor Certified Payroll. Review certified payrolls submitted by the Contractor and his subcontractors to verify compliance with the requirements of prevailing wage. Monitor that Apprenticeship requirements are being met.

Contract for Engineering Services – Amendment 1

- Monthly On-Site Interview. Conduct random on-site Contractor employee interviews on a monthly basis as required by the Labor Compliance Program.
- Violation Enforcement and Recommendations. Communicate potential violations to City and provide recommended action.
- Annual Reporting to the Department of Industrial Relations (DIR). Compile and submit a summary report to the DIR. The report will be submitted annually during construction and at the conclusion of the project.

10.0 PROJECT CLOSEOUT (NOT AUTHORIZED)**10.1 POST CONSTRUCTION SERVICES****10.1.1 Final Project Review**

Conduct final project review for each construction package with the City and submit a recommendation for project acceptance after design engineer's concurrence.

10.1.2 Final Report

Prepare final report of testing records for each construction package and submit to City.

10.1.3 Final Submittal Package

Compile a final submittal package (field records) for each construction package and submit to City.

11.0 NEW FACILITY CONCEPTUAL DESIGN SERVICES (NOT AUTHORIZED)**11.1 PERMITTING SERVICES – TO BE DETERMINED****11.2 ENVIRONMENTAL SERVICES – TO BE DETERMINED****11.3 SITE ACQUISITION SERVICES – TO BE DETERMINED****11.4 CONCEPTUAL DESIGN SERVICES – TO BE DETERMINED**

Exhibit B 1
Schedule

Task	Sub Task	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV
2	Project Management									
2.1	Project Management									
2.2	Meetings and Workshops	X	X	X	X	X	X	X	X	X
3	Preliminary Investigations									
3.1	Data Review and Site Investigations									
3.2	Coordinate With Master Plan Consultant									
3.3	Coordinate With Energy Coalition									
3.4	Field Survey									
3.6	Geotechnical									
4	Permitting Phase 1 Facilities									
4.1	Storm Water Permitting									
6.1	Preliminary Design									
6.1.1	Headworks Improvements									
6.1.2	Replace Primary Clarifier Equipment									
6.1.3	Bio-Tower Demolition									
6.1.4	Inter-Stage Pump Station Improvements									
6.1.5	Activated Sludge Tanks Improvements									
6.1.6	Secondary Sedimentation Tanks Improvements									
6.1.7	Effluent Pump Station Improvements									
6.1.8	Flow Equalization (EQ) Basin Improvements									
6.1.9	Gravity Thickeners Improvements									
6.1.10	DAF Thickeners Improvements									
6.1.11	Anaerobic Digestion Improvements									
6.1.12	Cogeneration Improvements									
6.1.13	3WHP Pump Station Improvements									
6.1.14	Belt Filter Press Improvements									
6.1.15	Emergency Generator and Main Switchgear Improvements									
6.1.16	Plant Wide Improvements									
6.1.16.2	SCADA System Upgrade									
6.2	Preliminary Design Report									
6.3	Final Design									
6.3.2	Replace Primary Clarifier Equipment									
6.3.3	Bio-Tower Demolition									
6.3.4	Inter-Stage Pump Station Improvements									
6.3.16.2	SCADA System Upgrade									

Exhibit C-1 Cost of Services

Task	Description	Phase 1 Hours (hr)	Phase 1 Total Cost (\$)	Phase 2A Hours (hr)	Revised Phase 2A Total Cost (\$)	Phase 2B Total Cost (\$)	Future Phases Total Cost (\$)
0	Project Management - Rate Study Support	356	\$ 68,377				
1	Conceptual Plan and Rate Study Support	819	\$ 150,097				
2	Project Management						
2.1	Project Management			1,109	\$ 250,042	\$ 468,021	
2.2	Meetings and Workshops			379	\$ 80,129	\$ 131,979	
3	Preliminary Investigations						
3.1	Data Review and Site Investigations			361	\$ 59,826	\$ 20,000	
3.2	Coordinate With Master Plan Consultant			55	\$ 10,000	\$ -	
3.3	Coordinate With Energy Coalition			99	\$ 20,000	\$ 20,000	
3.4	Field Survey			89	\$ 70,000	\$ 93,069	
3.5	ARC Flash Studies					\$ 88,371	
3.6	Geotechnical			380	\$ 55,800	\$ 83,072	
3.7	OWTP Bio-Solids Disposal/Reuse Overview Study					\$ 40,000	
4	Permitting Phase 1 Facilities						
4.1	Storm Water Permitting						
	a Headworks			64	\$ 8,000		
	b Advanced Water Purification Facility (AWPF)			80	\$ 5,000		
	c Material Recycling Facility (MRF)			60	\$ 5,000		
	d Oxnard Wastewater Treatment Plant (OWTP)			646	\$ 92,000		
4.2	CEQA Compliance					\$ 85,498	
5	Right Of Way Acquisition Services						
6	Design Development						
6.1	Preliminary Design						
6.1.1	Headworks Improvements			367	\$ 58,772		
6.1.2	Replace Primary Clarifier Equipment			670	\$ 98,256		
6.1.3	Bio-Tower Demolition			440	\$ 98,042		
6.1.4	Inter-Stage Pump Station Improvements			435	\$ 63,736		
6.1.5	Activated Sludge Tanks Improvements			958	\$ 138,641		
6.1.6	Secondary Sedimentation Tanks Improvements			826	\$ 125,378		
6.1.7	Effluent Pump Station Improvements			1,070	\$ 163,664		
6.1.8	Flow Equalization (EQ) Basin Improvements			522	\$ 85,058		
6.1.9	Gravity Thickeners Improvements			340	\$ 50,292		
6.1.10	Dissolved Air Flotation (DAF) Thickeners Improvements			391	\$ 54,819		
6.1.11	Anaerobic Digestion Improvements			612	\$ 128,113		
6.1.12	Cogeneration Improvements			55	\$ 10,121		
6.1.13	3WHP Pump Station Improvements			178	\$ 27,780	\$ -	
6.1.14	Belt Filter Press Improvements			58	\$ 12,000	\$ 38,009	
6.1.15	Emergency Generator and Main Switchgear Improvements			1,076	\$ 192,493	\$ -	
6.1.16	Plant Wide Improvements						
6.1	Utilities Paving, Site Civil Work, Site Electrical					\$ 14,517	
6.1	SCADA System Upgrade			488	\$ 83,544	\$ -	
6.1	MCC Replacements					\$ 61,107	
6.1	Early Water Quality Warning System						
6.1.17	Collection System Chemical Addition Facilities						
	a Redwood Trunk					\$ 33,475	
	b Hemlock & Victoria					\$ 33,475	
	c Central Trunk					\$ 33,475	
	d Eastern Trunk					\$ 33,475	
6.2	Preliminary Design Report			901	\$ 146,643	\$ 24,063	
6.3	Final Design						
6.3.1	Headworks Improvements					\$ 460,000	
6.3.2	Replace Primary Clarifier Equipment			1,211	\$ 178,024		
6.3.3	Bio-Tower Demolition			1,939	\$ 300,000		
6.3.4	Inter-Stage Pump Station Improvements			1,244	\$ 186,310		
6.3.5	Activated Sludge Tanks Improvements					\$ 895,000	
6.3.6	Secondary Sedimentation Tanks Improvements					\$ 1,300,000	
6.3.7	Effluent Pump Station Improvements					\$ 385,646	
6.3.8	Flow Equalization (EQ) Basin Improvements					\$ 450,000	
6.3.9	Gravity Thickeners Improvements					\$ 100,000	
6.3.10	Dissolved Air Flotation (DAF) Thickeners Improvements					\$ 100,000	
6.3.11	Anaerobic Digestion Improvements					\$ 1,350,000	
6.3.12	Cogeneration Improvements					\$ 60,000	
6.3.13	3WHP Pump Station Improvements					\$ 150,000	
6.3.14	Belt Filter Press Improvements					\$ 135,000	
6.3.15	Emergency Generators and Main Switchgear Replacement					\$ 1,100,000	
6.3.16	Plant Wide Improvements						
6.3	Utilities, Paving, Site Civil Work, Site Electrical					\$ 1,000,000	
6.3	SCADA System Upgrade			514	\$ 88,710	\$ 613,290	
6.3	MCC Replacements					\$ 200,000	
6.3.17	Collection System Chemical Addition Facilities						
	a Redwood Trunk					\$ 156,028	
	b Hemlock & Victoria					\$ 28,621	
	c Central Trunk					\$ 105,942	
	d Eastern Trunk					\$ 105,942	
7	Procurement Assistance						\$ 300,000
7.1	Collection System Chemical Addition					\$ 33,464	
8	Post Design Services						\$ 25,000,000
8.1	Collection System Chemical Addition					\$ 129,167	
9	Construction Administration And Management						
10	Project Closeout						\$ 250,000
11	New Facility Conceptual Design						
11.1	Permitting Services						
11.2	Environmental Services						
11.3	Site Acquisition Services						
11.4	Conceptual Design Services					\$ 1,200,000	
	Total	1175	\$218,475	17,793	\$ 2,912,393	\$ 11,339,706	\$ 25,550,000

Exhibit C-2

AECOM
FEE SCHEDULE FOR PROFESSIONAL SERVICES
Effective January 1, 2016

Engineers, Planners, Architects, Scientists:

Technician	\$ 81.00 per hour
Engineer I/Specialist I	\$ 93.00 per hour
Engineer II/Specialist II	\$ 120.00 per hour
Engineer III/Specialist III	\$ 142.00 per hour
Engineer IV	\$ 158.00 per hour
Engineer V	\$ 180.00 per hour
Engineer VI	\$ 215.00 per hour
Engineer VII	\$ 235.00 per hour
Engineer VIII	\$ 255.00 per hour
Project Manager I	\$ 182.00 per hour
Project Manager II	\$ 203.00 per hour
Project Manager III	\$ 256.00 per hour
Project Manager IV	\$ 272.00 per hour
Principal	\$ 276.00 per hour

Construction Administration Personnel:

Resident Project Representative	\$ 131.00 per hour
Senior Resident Project Representative	\$ 152.00 per hour
Resident Engineer	\$ 186.00 per hour
Construction Services Manager	\$ 245.00 per hour

Technical Support Staff:

Clerical/General Office	\$ 81.00 per hour
Administrative Specialist	\$ 98.00 per hour
Drafter/CADD Technician	\$ 82.00 per hour
Assistant CADD Operator	\$ 102.00 per hour
Designer/CADD Operator	\$ 115.00 per hour
Senior Designer/Design CADD Operator	\$ 136.00 per hour
Design/CADD Supervisor	\$ 150.00 per hour

Direct Project Expenses

Other Reproduction (8 1/2 x 11 / 11x17 Color)	\$1.15 / 1.50 per page
Plan Sheet Printing - In House Bond/Vellum/Mylar	\$3.00/4.00/7.00 per sheet
Subcontracted Services/Reproduction	Cost + 15%
Subcontracted or Subconsultant Services	Cost + 15%

Fee schedule is subject to change annually, upon mutual agreement. Rates for additional classifications not identified above will be submitted to the client for approval prior to work on a task order.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 07/13/2015

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

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

PRODUCER Marsh Risk & Insurance Services CA License #0437153 777 South Figueroa Street Los Angeles, CA 90017 Attn: LosAngeles.CertRequest@Marsh.Com 06510-AECOM--15-16 Camari GLALP 06 2017	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: <table style="width: 100%;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>16535 <i>At</i></td> </tr> <tr> <td>INSURER B : National Union Fire Insurance Co. of Pittsburgh, PA</td> <td>19445 <i>A</i></td> </tr> <tr> <td>INSURER C : Illinois Union Insurance Co</td> <td>27960 <i>AA</i></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535 <i>At</i>	INSURER B : National Union Fire Insurance Co. of Pittsburgh, PA	19445 <i>A</i>	INSURER C : Illinois Union Insurance Co	27960 <i>AA</i>	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C : Illinois Union Insurance Co	27960 <i>AA</i>														
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES	CERTIFICATE NUMBER: LOS-001881781-01	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER			GLO 5965891 07	04/01/2015	04/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			BAP 5965893 07	04/01/2015	04/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			BE 7528547	04/01/2015	04/01/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ PER STATUTE ☐ OTH-ER ☐
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.			EON G21654693 ""CLAIMS MADE""	10/08/2014	04/01/2016	Per Claim/Agg \$1,000,000 Defense Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: City of Oxnard, Agreement No. 7815. Capital Improvements Program for Oxnard Wastewater Treatment Plant.

Certificate holder is named as additional insured for GL & AL coverages, but only as respects work performed by or on behalf of the named insured. Waiver of Subrogation is applicable where required by written contract with respect to GL and AL coverage.

CERTIFICATE HOLDER
CANCELLATION

 City of Oxnard
 Attn: Marsha Eubanks, Risk Manager
 300 West Third Street, Suite 302
 Oxnard, CA 93030

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

 AUTHORIZED REPRESENTATIVE
 of Marsh Risk & Insurance Services

David Denihan

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AECOM and Its Subsidiaries
BAP 5965893-07
Eff 04/01/2015

POLICY NUMBER: BAP 5965893-07

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
AECOM and Its Subsidiaries
Endorsement Effective Date:
04/01/2015

SCHEDULE

Name Of Person(s) Or Organization(s):
Only those where required by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

AECOM and Its Subsidiaries
BAP 5965893-07
Eff 04/01/2015

POLICY NUMBER: BAP 5965893-07

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: AECOM and its Subsidiaries

Endorsement Effective Date:
04/01/2015

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Only those where required by written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

AECOM and its Subsidiaries
GLO 5965891-07
Eff 04/01/2015

POLICY NUMBER: GLO 5965891-07

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Only those where required by written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

AECOM and Its Subsidiaries
GLO 5965891-07
Eff 04/01/2015

POLICY NUMBER: GLO 5965891-07

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Only those where required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

AECOM and Its Subsidiaries
GLO 5965891-07
Eff 04/01/2015

POLICY NUMBER: GLO 5965891-07

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Only those where required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



CERTIFICATE OF LIABILITY INSURANCE

1/1/2017

DATE (MM/DD/YYYY)

2/12/2016

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

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

PRODUCER	Lockton Insurance Brokers, LLC 19800 MacArthur Blvd., Suite 1250 CA License #0F15767 Irvine 92612 949-252-4400	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: *** SEE ATTACHMENT ***	19429 A
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED
1075642 AECOM
AECOM Technical Services, Inc.
1220 Avenida Acaso
Camarillo CA 93012

COVERAGES AECTE01 CERTIFICATE NUMBER: 13573083 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COM/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS		NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N ☐ N/A	SEE ATTACHED ACORD 101	1/1/2016	1/1/2017	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Notice of Cancellation applies per attached endorsement. Re: City of Oxnard Agreement No. 7815. Capital Improvements Program for Oxnard Wastewater Treatment Plant. Waiver of Subrogation applies per attached endorsement(s) or policy language.

CERTIFICATE HOLDER

13573083
City of Oxnard
Marsha Eubanks, Risk Manager
300 W. Third St., Ste. 302
Oxnard CA 93030

CANCELLATION See Attachments

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

AUTHORIZED REPRESENTATIVE

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ACORD 101

Policy #	Issuing Company	State(s) Covered
0910710	Nat'l Union Fire Ins Co. - NAIC #19445	OH
014268016	The Insurance Company of the State of Pennsylvania - NAIC #19429	FL
014268017	The Insurance Company of the State of Pennsylvania - NAIC #19429	ME
014268019	The Insurance Company of the State of Pennsylvania - NAIC #19429	IL,KY
014268020	The Insurance Company of the State of Pennsylvania - NAIC #19429	NV
014268021	The Insurance Company of the State of Pennsylvania - NAIC #19429	CO
014268022	The Insurance Company of the State of Pennsylvania - NAIC #19429	NJ,PA
014268023	The Insurance Company of the State of Pennsylvania - NAIC #19429	MA,ND,OH,WA,WI,WY
014268024	The Insurance Company of the State of Pennsylvania - NAIC #19429	CA
014268025	The Insurance Company of the State of Pennsylvania - NAIC #19429	IL,KY,NC,NH,UT,VT
014268026	The Insurance Company of the State of Pennsylvania - NAIC #19429	AL,AR,CO,CT,DC,DE,GA,HI,IA,ID,IN,KS,LA,MD,MI,MN,MO,MS,MT,NE,NM,NV,NY,OK,OR,RI,SC,SD,TN,TX,WV
014268027	The Insurance Company of the State of Pennsylvania - NAIC #19429	AK,AZ,VA
014268028	The Insurance Company of the State of Pennsylvania - NAIC #19429	NY
014268018	The Insurance Company of the State of Pennsylvania - NAIC #19429	IL,WA
014268029	The Insurance Company of the State of Pennsylvania - NAIC #19429	CO,ID,NM,SC,TN
014268030	The Insurance Company of the State of Pennsylvania - NAIC #19429	TX

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 1/1/2016 forms a part of Policy No. SEE ATTACHED ACORD 101

Issued to AECOM
AECOM Technical Services, Inc.

By The Insurance Company of the State of Pennsylvania

**LIMITED ADVICE OF CANCELLATION TO SCHEDULED ENTITIES
(WORKERS' COMPENSATION ONLY)**

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder(s) when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided the **Insurer**, either directly or through its broker of record, either:
 - (a) the name of the entity shown on the certificate, a contact name at such entity and the U.S. Postal Service mailing address of each such entity; or
 - (b) the email address of a contact at each such entity; and
3. prior to the effective date of cancellation, the **Named Insured** confirms to the Insurer, either directly or through its broker of record, that the persons or organizations set forth in the Schedule below, as well as their respective addresses listed, should continue to be a part of the Schedule and, if not, the names of the persons or organizations that should be deleted,

the **Insurer** will provide advice of cancellation (the "Advice") to each such Certificate Holder(s) confirmed by the **Named Insured** in writing to be correctly a part of the Schedule within 30 days after the **Named Insured** confirms the accuracy of the Schedule below with the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** confirms the accuracy of the Schedule below with the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided and subsequently confirmed by the **Named Insured** in writing, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the first named employer in Item 1 of the Information Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

WC 99 00 58
(Ed. 04/11)

BLANKET WAIVER OF OUR RIGHTS TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement effective: 12:01 AM 1/1/2016 forms a part of Policy 014268024
No.

Issued to: AECOM
AECOM Technical Services, Inc.

By: INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

WC 04 03 61
(Ed. 11/90)

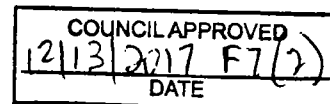
Agreement No. A-7815**SECOND AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES**

This Second Amendment ("Second Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered in the County of Ventura, State of California, this 13th day of December, 2017, by and between the City of Oxnard, a municipal corporation ("City"), and AECOM Technical Services, Inc., a California corporation. ("Consultant"). This Second Amendment amends the Agreement entered into on July 28, 2015, by City and Consultant. The Agreement previously has been amended on April 5, 2016, by the First Amendment. This Second Amendment also incorporates exhibits from Water Agreement No. A-7700 as well as On-Call Civil Engineering Services. The effective date of this Second Amendment is December 12, 2017.

City and Consultant agree as follows:

1. Section 1 of the Agreement is deleted and replaced with the following:
"Consultant shall furnish City with professional consulting services as more particularly set forth in Wastewater Project Scope of Services Exhibit A, which in any case shall include no construction management of the Wastewater Treatment Plant; Water Projects Scope of Services Exhibits A, and A-1; and On-Call Civil Engineering Services Scope of Services Exhibit A. The aforementioned Exhibits are attached hereto and incorporated herein by this reference."
2. Section 8 of the Agreement is deleted and replaced with the following:
"The Services performed under this Agreement shall be completed during the term of this Agreement pursuant to the schedules provided in Wastewater Project Schedule Exhibit B; Water Projects Schedule Exhibits B and B-1; and On-Call Civil Engineering Services Schedule Exhibit B. The aforementioned Exhibits are attached hereto and incorporated herein by this reference."
3. In Section 9 and 40(a) of the Agreement, the name and title "Glen Hille, P.E." is replaced with the name and title "Jan M. Hauser, P.E., Vice President."
4. In Section 12 of the Agreement, the date "December 31, 2017," is deleted and replaced with the date "December 31, 2020."
5. Section 14(a) of the Agreement is deleted and replaced with the following:
"City agrees to pay Consultant in an amount not to exceed \$13,429,858 at the rates provided in the Hourly Rate Schedule for Professional Services, which is in Exhibit D. These rates are utilized in the totals listed in Wastewater Project Costs Exhibit C; Water Projects Costs Exhibits C and C1; and On-Call Civil Engineering Services Costs Exhibit C. The aforementioned Exhibits are attached hereto and incorporated herein by this reference. Where a conflict exists between any Exhibit C, C-1 or C-2 and Exhibit D, Exhibit C, C-1 or C-2 shall govern over Exhibit D."
6. All exhibits listed in this Second Amendment are attached hereto and incorporated herein by this reference.
7. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]



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

CITY OF OXNARD

AECOM Technical Services, Inc.

Tim Flynn 12/13/17 Jan M. Hauser 12/6/17
☒ Tim Flynn, Mayor Date Jan M. Hauser, P.E., Vice President Date
 (if agreement is \$250,000.01 or more)
☐ Greg Nyhoff, City Manager (if agreement is \$25,000.01-\$250,000.00)
☐ Lisa Boerner, Purchasing Agent (if agreement is up to \$25,000.00)

Armond Tatavossian 12/6/2107
 Armond Tatavossian, Assistant Secretary Date

ATTEST:

Michelle Ascencion 12/13/17
 Michelle Ascencion, City Clerk Date
 (if agreement is \$250,000.01 or more)

Preston Hopson, Secretary Date

APPROVED AS TO FORM:

Stephen M. Fischer 11/28/17
 Stephen M. Fischer, City Attorney Date
 (required for any agreement amount)

APPROVED AS TO CONTENT:

Thien Ng 11/28/17
 Thien Ng Date
 Interim Public Works Director
 (required for any agreement amount)

Ruth Osuna 12/13/17
 Ruth Osuna, Assistant City Manager Date

APPROVED AS TO AMOUNT:

Greg Nyhoff 12/14/17
 Greg Nyhoff, City Manager Date
 (if agreement is \$250,000.01 or more)

APPROVED AS TO INSURANCE:

Mike More 12/13/17
 Mike More, Risk Manager Date
 (required for any agreement amount)

The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

PLEASE DO NOT
REMOVE THIS BOX

WASTEWATER PROJECT SCOPE OF SERVICES EXHIBIT A

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INTRODUCTION

The following Scope of Services (SOS) describes the work to be completed under the Second Amendment to the AECOM Agreement for Consulting Services (Agreement No. A-7815) dated July 28, 2015, for the implementation of the Capital Improvement Program (CIP) at the Oxnard Wastewater Treatment Plant (OWTP). The projects to be completed under Amendment 2 include those identified in the first five (5) years of the CIP as follows:

1. Phase 1: Years 1- 2 projects: Repair of high risk facilities which have been identified as a health and safety concern or urgent need to maintain plant functionality.
2. Phase 2: Year 3 – 5 projects: Reliability improvements necessary to maintain required minimum redundancy and treatment facility.

The following Exhibits comprise Amendment 2:

- Wastewater Project Scope of Services Exhibit A: Amendment 2
- Wastewater Project Exhibit B: Schedule
- Wastewater Project Costs Exhibit C
- Hourly Rate Schedule for Professional Services Exhibit D

The following SOS is comprehensive and adds to the original SOS identified in Agreement Number A-7815. Tasks to be completed under Amendment 2 are identified as *Authorized* following the task title. Tasks not included under Amendment 2 are identified either as *Completed* or *Not Authorized*.

0.0 PROJECT MANAGEMENT – RATE STUDY SUPPORT (COMPLETED)

Consultant will provide the following project management functions:

0.1.1 Prepare Project Plan (Completed)

The Project Work Plan will define how the consultation will proceed and will include tasks such as Consultant staffing assignment, communication protocol, deliverables, task leaders, and an anticipated project schedule.

- Deliverables: Project Work Plan

0.1.2 Prepare Monthly Invoices, Progress Reports, and Earned Value Analysis

Monthly progress reports will include summary of tasks completed, ongoing tasks, data requests, earned value analysis and work scheduled for following month. Reports will be submitted with monthly invoices.

- Deliverables: Monthly invoices, progress reports, and earned value analysis.

0.1.3 Project Management and QA/QC Coordination

This task includes coordination with the City and the project team, and quality control review. Overall project management for Phase 1 duration, which includes supervision of in-house staff,

planning and monitoring of contract budget and schedule, and coordination with the City and its other consultants, will be conducted by the Project Manager (PM).

0.2 MEETINGS AND WORKSHOPS

0.2.1 Coordination Meetings

The execution of the project from concept through design will require close coordination with City staff, as concepts and designs are developed and reviewed.

Meetings will be held at OWTP throughout the rate study support period and will include a summary of work completed, work planned, key issues, data needs, budget update and schedule overview. Consultant will lead the meetings and prepare an agenda, which will be distributed at least two days before the meeting. Consultant staff will attend these meetings, with other technical staff attending as required.

- Deliverables: Meeting Summary will be delivered in Word and PDF format within seven (7) calendar days after the meeting.

1.0 CONCEPTUAL PLAN AND RATE STUDY SUPPORT (COMPLETED)

1.1 DEVELOP INTERIM NEEDS FOR OWTP

Consultant will review immediate needs plan for the existing OWTP, to provide capability to extend facility life up to fifteen (15) years. Investigations will include equipment and process evaluation for interim improvements that will extend process efficiency, replace deficient equipment, enhance interim treatment, and provide transition facilities as needed until the new treatment facility is commissioned.

The evaluation will include review of plant operational risks, mandatory code and safety improvements, and remaining life analysis. Plant staff will be interviewed and maintenance history evaluated. Final recommendations will be subject to funding objectives and priorities established by the City.

A Project memorandum describing the analysis and recommendations will be prepared.

- Deliverables:
 - Draft Investigations Project Memorandum
 - Final Investigations Project Memorandum

1.2 CONCEPT DEVELOPMENT FOR FUTURE TREATMENT FACILITY

Based on the potential plan to relocate the treatment facilities to a new site, Consultant will develop detailed concepts for a membrane bioreactor facility in one of the several identified sites near West Hueneme Road. The conceptual plans will include up to three scenarios for incorporating existing facilities or abandoning the existing site. Concept planning will include treatment requirements to meet Advanced Water Purification Facility (AWPF) raw water supply, Title 22 requirements for direct reuse, and ocean discharge.

➤ Deliverables:

- Draft Conceptual Plan Project Memorandum
- Conceptual Plan Review Workshop Minutes
- Final Conceptual Plan Project Memorandum

1.3 COST PROJECTIONS FOR CAPITAL IMPROVEMENTS

Consultant will develop cost estimates to AAEC International, Class 4 Level. Estimates will be developed on layout drawings developed for this purpose, using process sizing and industry standards for structure layouts. Estimates will include site development based on available site information, demolition and phasing of improvements for optimum use of existing facilities. It is intended that these estimates will refine the capital cost budgets as prepared by the Master Plan Consultant. A workshop will be held to review the estimates and assumptions on use of existing facilities.

➤ Deliverables:

- Draft and Final Construction Cost Estimates.
- Workshop Meeting Minutes.
- Meeting Summary will be delivered in Word and PDF format within seven (7) calendar days after the meeting.

1.4 PARTICIPATION IN WORKSHOPS

Consultant will develop presentations for workshops and planning meetings with the City to review the technical details of the various investigations. Alternative analyses will be developed using economic and non-economic criteria, and presented for discussion with City engineering and operations staff.

➤ Deliverables:

- Draft Presentation Materials in PowerPoint and PDF format
- Workshop Meeting Minutes.
- Meeting Summary will be delivered in Word and PDF format within seven (7) calendar days after the meeting.

1.5 COORDINATE WITH MASTER PLAN CONSULTANT

Consultant will share information and attend public meetings and workshops, and planning meetings to align efforts with those of the Master Plan Consultant.

Consultant will coordinate with the City and Master Plan consultant through Design Workshops. Master Plan Consultant's services will include, but not be limited to:

- Attendance and participation at meetings and workshops
- Graphic support and detailed evaluations of alternatives
- Overall wastewater system recommendations and co-ordination

2.0 PROJECT MANAGEMENT (AUTHORIZED)

Consultant will provide the following project management tasks during each Phase of the project.

2.1 PROJECT INITIATION AND PROJECT MANAGEMENT/QA/QC

2.1.1 Prepare Project Charter (COMPLETED)

Includes facilitation of a kick-off meeting and project charter development; attendees will include all stakeholders, including operations, management and engineering staff.

- Deliverables: Project Charter.

2.1.2 Prepare Project Plan (COMPLETED)

The Project Work Plan will define how the OWTP improvements will proceed and will include tasks such as Consultant staffing assignment, communication protocol, deliverables, task leaders, goals and an anticipated project schedule. Effort includes a staff survey to develop a list of needs and prioritize actions.

- Deliverables: Project Work Plan

2.1.3 Prepare Monthly Invoices, Progress Reports, and Earned Value Analysis

Monthly progress reports will include summary of tasks completed, ongoing tasks, data requests, earned value analysis and work scheduled for following month. Reports will be submitted with monthly invoices.

- Deliverables: Monthly invoices, progress reports, and earned value analysis.

2.1.4 Project Management and QA/QC Coordination

This task includes coordination with the City and the project team, and quality control review. Overall project management for improvements design duration, which includes supervision of in-house staff, planning and monitoring of contract budget and schedule, and coordination with the City and its other consultants, will be conducted by the Project Manager.

Provide senior technical review and implement our quality assurance and quality control (QA/QC) measures throughout the project. Our QA/QC procedures ensure all work products provided to the City follow strict adherence to industry and City of Oxnard design standards.

2.2 MEETINGS AND WORKSHOPS

2.2.1 Kickoff Workshop (COMPLETED)

An overall Project Kickoff Workshop will be held to establish the Project Charter and overall project direction and scope of the project tracks.

Kick-off Workshop – The intent of the workshop is to establish the Project Charter, review the overall project elements and identify and prioritize those elements in each Project track. Initial data request will be submitted by the Consultant. Attendees will include Project Managers for Consultant, as well as the lead designers as applicable.

2.2.2 Monthly Coordination Meetings (COMPLETED)

The execution of the project from concept through design will require close coordination with City staff, as concepts and designs are developed and reviewed.

Monthly meetings will be held at OWTP through delivery of the final preliminary design report, and through completion of design of the OWTP interim improvements projects and the collection system chemical addition and will include a summary of work completed, work planned, key issues, data needs, budget update and schedule overview. Consultant will lead the meetings and prepare an agenda, which will be distributed at least two days before the meeting. Consultant's project managers will attend these meetings, with other technical staff attending as required.

- Deliverables: Meeting Summary will be delivered in Word and PDF format within seven (7) calendar days after the meeting.

2.2.3 Technical Workshops (COMPLETED)

The Consultant will lead monthly project memorandum review Workshops (up to a total of 4 during the immediate needs preliminary design effort). Draft project memoranda will be issued prior to the meetings. The consultant will receive City comments on all the draft preliminary design project memoranda. Subsequent to these Workshops, Consultant will prepare Final project memoranda which incorporate City comments received.

3.0 PRELIMINARY INVESTIGATIONS (AUTHORIZED)

The consultant will perform the following investigations prior to preliminary design of the interim improvement projects.

3.1 Data Review And Site Investigations (COMPLETED)

Consultant will develop a data request and deliver to the City. Consultant will review the performance data, as-built files, equipment cut-sheets and conduct a field investigation with City staff.

The City will provide base drawings for existing onsite facilities, utilities, controls and infrastructure will be provided following notice to proceed.

3.2 COORDINATE WITH ENERGY COALITION (COMPLETED)

Consultant will coordinate with the City's Energy Consultant, Energy Coalition, to recognize opportunities to maximize energy efficiency and energy rebates. This coordination shall consist of inviting Energy Coalition to key meetings, providing and sharing information requested, and responding to Energy Coalition comments during planning, preliminary, and early in detailed design.

3.3 COORDINATE WITH MASTER PLAN CONSULTANT (COMPLETED)

Consultant will share information and attend public meetings and workshops, and planning meetings to align efforts with those of the Master Plan Consultant.

Consultant will coordinate with the City and Master Plan consultant through Design Workshops. Master Plan Consultant's services will include, but not be limited to:

- Attendance and participation at meetings and workshops
- Technical support on alternatives and cost analysis
- Coordination on the final rate study and final project list for interim improvements

3.4 FIELD SURVEY (PHASE 1 AND 2)

If required, consultant will provide an aerial topographic survey of the selected treatment facility areas, supplemented by ground surveys.

This scope of services is limited to the services described herein and does not include potholing of existing underground utilities; title company reports, services and fees; boundary or construction surveying; setting boundary or right of way monuments; preparing and filing Corner Records or maps of any kind.

Aerial Topographic Mapping (COMPLETED)

- Perform control network survey for the purpose of establishing horizontal and vertical positions on the aerial targets for photogrammetric mapping. Control will be tied to the current datum in use for the Oxnard area: CCS83, Zone 5, Epoch 1995.00 horizontally and NAVD88 vertically.
- Coordinate with aerial mapping company to obtain aerial photography and mapping. Topographic mapping will be compiled using standard photogrammetric methods at a scale of 1 inch equals 20 feet, with a one foot contour interval as an AutoCAD drawing file.
- Perform field survey to locate visible surface features related to utilities such as meters, valves, backflow preventers, poles, warning signs, paint marks, exposed pipe sections, etc., not identifiable from aerial mapping, as well as critical design constraints as known at the time of this proposal.
- Perform field survey to locate visible surface features at the four offsite facilities previously noted.
- Download and compute survey data. The data will be added to the AutoCAD base map drawing and each feature will be clearly labeled as identified in the field.
- Create an AutoCAD drawing for the project base map, including a title sheet with surveyor's notes, vicinity map and legend.
- Deliverables: Electronic AutoCAD drawing files.

Digital Orthophotography (COMPLETED)

- Digital image files will be created in the appropriate format. The image will have a pixel resolution of 0.08 feet (each pixel will represent approximately 1" on the ground) suitable for plotting at a scale of 1" = 20'. Images will be inserted into the AutoCAD base map drawing.

Compile Utility Information

- Research utility providers via DigAlert within the immediate vicinity of project limits (public streets only) and request pertinent utility base maps and atlases sufficient to compile the offsite public utility features in the immediate vicinity of the site and that

would be necessary to serve the property. These include water mains, sewer mains, gas mains, storm drain lines, fire hydrants, utility poles, telecommunications and cable television. Only onsite visible surface utilities will be shown.

Subsurface Investigations

- OWTP is an existing operating facility with many underground pipelines, power and communication conduits, and other utilities. The scope of services for the Subsurface Investigation includes using a standard electromagnetic utility locator and with ground penetrating radar to locate pipes and other utilities. An allowance for additional subsurface investigations is included.

3.5 GEOTECHNICAL REPORT AND SEISMIC RESPONSE SPECTRA

The scope of services for Geotechnical Engineering will provide preliminary geotechnical design criteria and includes the following:

- Borings as needed to provide general information on subsoil conditions, depth to ground water and refusal depths. Consultant will explore the subsurface conditions and materials by drilling 10-foot deep geotechnical borings, cone penetrometer test (CPT) soundings, and environmental/geotechnical borings.
- Where necessary, several 20-foot deep borings will be drilled using a mud rotary system at the proposed project sites. Consultant will log the test holes and supervise the field study. Relatively undisturbed samples will be taken from the test holes and sealed in containers, and bulk samples from the cuttings will be secured in bags. The samples will be returned to Consultant's laboratory for testing.
- Because of shallow groundwater conditions, and the seismicity of the region, the Consultant will have a focus on liquefaction and lateral spreading, and the potential design issues associated with those phenomena. These factors will be central to the planned exploration and analysis programs. Furthermore, testing will be performed to aid dewatering contractors in their estimation of quantities that will need to be pumped during construction.
- Laboratory testing will be performed on soil samples collected during the field exploration to help identify and evaluate subsurface site characteristics. Geotechnical tests will include, but may not be limited to: measurement of in-place moisture and density; determination of maximum density and optimum moisture of soils anticipated to be involved in site grading; direct shear testing of remolded samples of anticipated bearing soils; consolidation testing of in-situ conditions; expansion index testing of anticipated bearing soils; plasticity index and grain size analyses of key soil types; and pH, resistivity, soluble chloride and soluble sulfate testing of soils anticipated to be in contact with foundations.
- Once field and laboratory tests are complete the data will be organized and analyzed by the Consultant to develop conclusions and recommendations relevant to site development.
- A Geotechnical Engineering Report will be prepared based on evaluation of the data obtained from the exploration and testing programs, and on experience and judgment.

Included in the report will be descriptions of the field and laboratory tests performed during the Consultant's studies, discussions pertaining to the engineering properties of soil types encountered on-site, and recommendations for site development based on the geotechnical conditions. Recommendations will include: criteria for grading; seismic design parameters; vertical, lateral and bearing pressures for use in structural design; estimated total and differential settlements; minimum foundation design criteria; and depth to groundwater.

4.0 PERMITTING (COMPLETED)

4.1 STORM WATER PERMITTING

Consultant will assist the City in renewing its Storm Water Pollution Prevention Plans (SWPPPs) for the OWTP, Headworks and Advanced Water Purification Facility (AWPF). The SWPPP will be prepared to comply with the requirements of the State of California's new General Permit for Storm Water Discharges Associated with Industrial Activities (i.e., Industrial General Permit [IGP]) (Water Quality Order 2014-0057-DWQ, National Pollutant Discharge Elimination System [NPDES] CAS000001). The Consultant anticipates the SWPPP is not being prepared to comply with the Ventura County Municipal Separate Storm Sewer System (MS4) permit.

4.1.1 Review Available Materials

The Consultant anticipates that all of the storm water runoff traversing the treatment areas of the OWTP premises was captured and treated in the plant prior to 2008. With the 2008 expansion of the treatment plant, including the new headworks facility, this is no longer the case.

The Consultant will review available documents and materials provided by City staff in email or hardcopy regarding the facility's operations to verify applicability of the IGP to the facility and to determine if the facility requires coverage under a Notice of Intent, or may be eligible for No Exposure Certification (NEC) or Notice of Non-Applicability (NONA). Materials to be provided by the OWTP staff include site maps and documents describing relevant attributes of the facility (storm drain maps, draft or internal SWPPP, Spill Prevention, Control, and Countermeasure Plan, Hazardous Materials Business Plan, storm drain map, and other environmental documents or permits). The Consultant will need City staff to provide existing facility drawings in CADD or GIS if available. The Consultant anticipates that the facilities do not have coverage under the current IGP and has not performed storm water sampling.

The Consultant will review those documents City staff can make available in advance of the Task 12.1.2 Site Visits, with additional data provided and reviewed during the site visit.

4.1.2 Conduct Site Visits

The Consultant will perform a one- to two-day site visit to the OWTP, Headworks and AWPF to collect information needed to prepare the SWPPP and prepare detailed site maps. During the site visits, the Consultant will inspect the sites' storm water drainage system to determine needed storm water sampling locations. The Consultant will identify which portions of the facilities' stormwater is captured and treated on the site, which portion may be discharged off-site to the City storm drain system, and which portion is discharged directly to a detention basin without treatment. The Consultant anticipates that City staff will provide a storm drain system

map and have staff available to assist with removal of storm drain lids to verify the layout of the storm drain system.

During the site visits, the Consultant will discuss with City staff information needed to complete the SWPPP, such as:

- Make-up and experience of the Storm Water Pollution Prevention Team and training needs
- Availability of sampling equipment, if any
- Potential polluting materials used at the site, including storage locations and loading/unloading activities
- Comparison of current site operations versus minimum Best Management Practices (BMPs) required by the IGP; where possible, written standard operating procedures are desired

The Consultant anticipates that the facilities will not require the use of advanced BMPs to comply with the IGP. Costs to design advanced BMPs are not included in this proposal.

During the site visit, the Consultant will review the SWPPP checklist, NEC checklist, and site map requirements in accordance with the appendices and attachments to the IGP to ensure needed information is collected.

4.1.3 Hydrologic Analysis

For the OWTP, the Consultant will review site hydrology and perform additional calculations to develop the Storm Water drainage map for the site. Additional requirements will include site survey and review of existing drainage structures. Analysis will be as required to comply with the requirements of the stormwater permits associated with the site.

4.1.4 Prepare Draft SWPPP and Site Map

The Consultant will prepare the draft SWPPP and site map to comply with the new IGP. The Consultant's approach will be to keep the SWPPP brief and, thereby, functional for use by the OWTP, Headworks and AWPf staff. At a minimum, the SWPPP will cover the following topics:

- Facility name and contact information, including identifying the Storm Water Pollution Prevention Team
- Site description
- Site map
- List of industrial materials: industrial processes, material handling and storage areas, dust and particulate generating areas, significant spills and leaks, non-storm water discharges, erodible surfaces
- Assessment of potential pollutant sources
- Minimum BMPs: good housekeeping, preventive maintenance, spill and leak prevention and response, material handling and waste management, erosion and sediment control, employee training programs, quality assurance and record-keeping
- Advanced BMPs (if determined to be applicable – not included in our cost estimate): exposure minimization BMPs, storm water containment and discharge reduction BMPs, treatment control BMPs, other advanced BMPs
- Annual comprehensive facility compliance evaluation
- Monitoring Implementation Plan
- Date SWPPP initially prepared and date of amendments

Consultant will lead a workshop two weeks after delivery of the Draft documents to review and receive comments from City staff. One week before the workshop, the Consultant will provide an agenda to the City.

➤ Deliverables:

- Draft SWPPP and Site Map.
- Workshop Meeting Minutes.

The documents will be provided in electronic format via email, unless the City requests hardcopy or other digital format.

4.1.5 Prepare Final SWPPP and Site Map

The Consultant will revise the SWPPP and Site Map based on the City's comments. The final copy will be provided in electronic format via email for ease in uploading to the State Water Board's Storm Water Multiple Application and Report Tracking System (SMARTS) website. The Consultant will also provide up to three hardcopy and/or CD format copies of the Final SWPPP and Site Map if requested by the City.

➤ Deliverables:

- Final SWPPP and Site Map.

4.1.6 Permit Application Support

The Consultant will provide support to the City's staff complete the permit application process. Support will include providing additional information for use in entering the Permit Registration Documents in SMARTS, and assistance with data entry and document upload. However, the Consultant will not be able to directly enter information that must be uploaded by the Legally Responsible Person, such as providing certification. The City will be responsible for any required permit fees.

5.0 RIGHT OF WAY ACQUISITION SERVICES (NOT AUTHORIZED)

6.0 PRELIMINARY DESIGN – PHASE 1 (YEARS 1-2) AND PHASE 2 (YEARS 3-5) IMPROVEMENT PROJECTS (COMPLETED)

Consultant will evaluate and perform preliminary design of the improvements identified in the approved Capital Improvements Plan (CIP) for Phase 1 and 2. The analysis will determine sequencing and packaging of the elements into specific design and construction packages. For Phase 2 improvements, a life cycle cost summary will be developed.

The preliminary design will address:

- A. Treatment Process Improvements
- B. Site and Utilities Improvements.
- C. Emergency generator and main switchgear improvements.

The results will be summarized, with conclusions and recommendations resulting from the investigations, in a Pre-Design Project memorandum (PM) for each immediate needs facility or

system. The Draft PMs will be submitted to the City for review and City review comments will be incorporated into Final PMs which will be incorporated into a Preliminary Design Report (PDR).

➤ Deliverables:

- Draft Pre-Design Investigations Project Memoranda
- Final Pre-Design Investigations Project Memoranda

6.1 HEADWORKS IMPROVEMENTS

This task consists of evaluating improvements to the Headworks Area as identified for the next 5 years. Identified needs include:

Improvements for Phase 1 (Years 1 – 2)

- Odor Control upgrades
- Repair concrete in grit chambers
- Replace fiberglass covers as necessary

Improvements for Phase 2 (Years 3 – 5)

- Additional concrete repairs
- New fiberglass covers in screening and grit removal structure
- New odor control system
- Enclose bar screen & conveyor areas
- New screen wall along north and west property areas

Preliminary design tasks consist of:

- Evaluate improvement alternatives
- Document findings in draft PM
- Prepare and submit final PM incorporating City comments

6.2 PRIMARY CLARIFIER IMPROVEMENTS

This task consists of evaluating Primary Clarifier improvement needs as identified in the CIP throughout the next 5 year improvement program. Identified needs include:

Improvements for Phase 1 (Years 1 – 2):

- Install new effluent launders, weirs and supports
- New primary clarifier #4 walkway
- Install polymer addition system for chemically enhanced primary treatment (CEPT)

Improvements for Phase 2 (Years 3-5)

- None

Specific preliminary design tasks consist of:

- Evaluate improvement alternatives
- Document findings in draft PM
- Prepare and submit final PM incorporating City comments

6.3 BIO-TOWERS REHABILITATION

Based on the condition assessment and seismic evaluation conducted during Master Plan project, the Bio-towers have been found in poor condition and are recommended for demolition in Phase 3. This task includes preliminary design for evaluation the options to make the bio-towers safe before they are demolished. Identified needs include:

Improvements for Phase 1 (Years 1 – 2):

- Install wire wrap or mesh around bio-towers to prevent block wall from falling

Improvements for Phase 2 (Years 3 - 5):

- None

Preliminary design tasks consist of:

- Evaluate Bio-towers Rehabilitation Options
- Document findings in draft Project memorandum
- Prepare and submit final Project memorandum incorporating City comments

6.4 INTER-STAGE PUMP STATION IMPROVEMENTS

This task consists of evaluating Inter-stage Pump Station improvement needs as identified in the CIP in Phase 1 and 2. Identified needs include:

Improvements for Phase 1 (Years 1 - 2):

- None

Improvements for Phase 2 (Years 3 – 5):

- Modify pumps, VFDs and flow metering
- Rehabilitate wet well concrete
- Upgrade control facility to meet building seismic code

Preliminary design tasks consist of:

- Document findings in draft Project memorandum
- Prepare and submit final Project memorandum incorporating City comments

6.5 EFFLUENT PUMP STATION UPGRADES

This task consists of evaluation and pre-design of improvements to the Effluent Pump Station area per CIP plan for Phase 1 and 2. Identified needs include:

Improvements for Phase 1 (Years 1 - 2):

- None

Improvements for Phase 2 (Years 3 – 5):

- Rehabilitate 4 pumps, VFDs and valves in effluent pump station building
- Replace or rebuild low head effluent pump ("Big Red")
- Replace Gravity Line check valve and isolation valve
- Effluent Pump Engines cooling water piping
- Upgrade building to meet seismic code

Specific preliminary design tasks consist of:

- Assess equipment replacement or rehabilitation requirements
- Determine structural rehabilitation required to extend the effluent pump station useful life and to satisfy seismic resistance design requirements
- Document findings in draft Project memorandum
- Prepare and submit final Project memorandum incorporating City comments

6.6 ANAEROBIC DIGESTION IMPROVEMENTS

This task consists of preliminary design of the improvements as identified in the CIP. Identified needs include:

Improvements for Phase 1 (Years 1 - 2):

- None

Improvements for Phase 2 (Years 3 – 5):

- Install digester 2 cover, new gas and recirculation piping

Specific preliminary design tasks consist of:

- Assess tank cleaning requirements and sequencing
- Document findings in draft Project memorandum
- Prepare and submit final Project memorandum incorporating City comments

6.7 COGENERATION IMPROVEMENTS

This task consists of preliminary design for improvements to the cogeneration system as identified in CIP plan for Phases 1 and 2. Identified needs include:

Improvements for Phase 1 (Years 1 – 2):

- Refurbish two existing co-generator engines (in frame refurbishment of the engines)
- On-site Generator Inspection

Improvements for Phase 2 (Years 3 – 5):

- Refurbish one existing co-generator engine (in frame refurbishment of the engine)
- Generator Inspection

Preliminary design tasks consist of:

- Document findings and recommendations
- Finalize recommendations and submit to City

6.8 BELT FILTER PRESS IMPROVEMENTS

Additional identified needs include:

Improvements for Phase 1 (Years 1 – 2):

- Replace two existing belt filter presses
- In-Kind replacement of Process area fire suppression piping and sprinklers
- Provide replacement parts for conveyor

Improvements for Phase 2 (Years 3 – 5):

- Replace two existing belt filter presses

Preliminary design tasks consist of:

- Document findings in draft project memorandum
- Prepare and submit final project memorandum incorporating City comments

6.9 EMERGENCY GENERATOR AND MAIN SWITCHGEAR IMPROVEMENTS

This task consists of preliminary design for replacement of standby generators and upgrades to the main switchgear as identified in the CIP for Phase 1 and 2. Identified improvements include:

Improvements for Phase 1 (Years 1 – 2):

- Install temporary 25kV circuit breakers on each side of 16kV and 480-volt transformers.
- Rehabilitate seven existing electrical and instrumentation manholes.

Improvements for Phase 2 (Years 3 – 5):

- Construct Main Electrical Building; new transformers; reroute electrical duct banks and run new cabling; new Automatic transfer switches.
- Install one (1) emergency standby generator
- Remove and replace existing storage building.

Preliminary design tasks consist of:

- Document findings in draft Project memorandum
- Prepare and submit final Project memorandum incorporating City comments

6.10 PLANT WIDE MODIFICATIONS

This task addresses the modifications that are required plant-wide including the following:

6.10.1 Utilities replacement/upgrade, Electrical Repairs, and Civil/Site Work

Plant wide mechanical, structural, and electrical upgrades and repairs are identified in the CIP for Phases 1 and 2. No preliminary design is required as these improvements will be determined on as-needed basis. CIP has identified the following miscellaneous Site Work improvements in

Improvements for Phase 1 (Years 1 - 2):

- None

Improvements for Phase 2 (Years 3 – 5):

- Site Piping Replacements: Install process water piping loop, fire line loop; 3WHP system upgrade.
- Security upgrades: Install site security monitoring system, security fencing, building security keying system, site lighting. Main plant site security fencing and gates: Replace existing fencing and gates around the existing main plant, excluding the Headworks Area.

6.10.2 Supervisory Control and Data Acquisition (SCADA) System Upgrade

This task consists of determining the requirements for improvements to the SCADA system to improve control of the treatment processes. For long-term reliability, new PLCs are required to replace existing PLCs, for compatibility with the AWPFC PLCs. The new PLCs should incorporate new ControlLogix platform. New Human Machine Interface units are required at all PLCs, and at the central control office. Preliminary design of this task is broken down into two tasks:

Improvements for Phase 1 (Years 1 – 2):

- Temporary convert existing fiber network to Ethernet to prevent SCADA drop-out.

Improvements for Phase 2 (Years 3 – 5):

- Install new plant-wide SCADA system

Preliminary tasks consist of:

- Document findings in draft Project memorandum
- Prepare and submit final Project memorandum incorporating City comments

6.10.3 Motor Control Center (MCC) replacement

Per CIP plan for Phase 1 and 2, provide preliminary design for upgrade and/or replacement of MCCs at various locations. New MCCs will be evaluated for the Inter-stage Pump station, Aeration and secondary clarifier area, digesters, chemical facilities and dewatering building. Per the CIP, the MCCs are to be evaluated for replacement in Phase 2 (Years 3 – 5).

Improvements for Phase 1 (Years 1 – 2):

- None.

Improvements for Phase 2 (Years 3 – 5):

- Install up to five (5) new MCC's in prioritized locations.

Preliminary tasks consist of:

- Document findings in draft Project memorandum
- Prepare and submit final Project memorandum incorporating City comments

6.11 PRELIMINARY DESIGN REPORT (PDR)

Consultant will undertake and complete all pre-design investigations and summarize the results, conclusions and recommendations resulting from these investigations and a recommendation for construction phasing in a Preliminary Design Report. The analysis will define the areas to be packaged for construction bidding.

Individual Design workshops will be held with the City at key project milestones during the Preliminary Design phase. These workshops will be attended by the Consultant's Project Manager and, lead designers from the team and other technical staff as required. Each Workshop is anticipated to be approximately one half day in duration. The workshops will be held at the OWTP. The following workshops are anticipated:

1. Initial Workshop – Key issues will be identified and discussed. The intent of the workshop is to identify plant staff objectives and any ongoing concerns that must be documented for the preliminary and final design efforts.

2. Draft PDR Workshop – This Workshop will occur approximately half way during the preliminary design phase. Consultant will update the project team on the progress of the preliminary design effort. The direction of the analyses will be confirmed or re-established ahead of the preparation of the Draft PDR.

The results of this investigation will be included in a Draft PDR that will be delivered to the City for review two weeks prior to a PDR Review Workshop. Following the Workshop, the Draft PDR will be updated and a Final PDR will be submitted to the City. The Final PDR will serve to define the scope of the design packages.

7.0 FINAL DESIGN FOR PHASE 1 (YEARS 1 – 2) PROJECTS (AUTHORIZED)

The consultant will develop the final design for the Phase 1 (Years 1 – 2) projects. The number of bid packages, drawings, and specifications to be prepared for the OWTP improvements is to be determined during initial stages of the work. The detailed design requirements for Phase 1 projects are defined in the Final Preliminary Design Report, dated November 2017.

The final design of the following projects will be completed under Task 7 (Phase 1):

- Headworks Improvements

Each Package will include Design Workshops, Drawings, Specifications, Opinion of Probable Construction Cost, and Constructability Review.

For each Package, Consultant has included two (2) design meetings as part of the scope of services. Further coordination of design efforts will be completed during the regular monthly meetings.

Consultant will prepare and distribute meeting agendas two days prior to scheduled meetings and also record and distribute meeting minutes to all attendees no later than five days following the meeting. The meeting minutes will document the discussions and decisions made.

➤ Deliverables:

- Meeting Agendas
- Meeting Minutes

7.1 PROJECT COORDINATION

7.1.1 Design Meetings

For each Package, Consultant has included two (2) design meetings as part of the scope of services. The Workshops are included at the following Milestones:

- 60% Design Submittal
- 90% Design Submittal

Further coordination of design efforts will be done during the regular monthly meetings.

Consultant will prepare and distribute meeting agendas two days prior to scheduled meetings and also record and distribute meeting minutes to all attendees no later than five days following the meeting. The meeting minutes will document the discussions and decisions made.

➤ Deliverables:

- Meeting Agendas
- Meeting Minutes

7.1.2 Bid Documents - Plans and Specifications

Consultant will proceed with final design preparation as follows:

Submittal	Drawings	Specifications	Opinion of Cost	No. of Copies
60%	Plans, Sections, and Most Details for all disciplines	Draft	Updated	PDF, Word, and 10 hard copies
90%	All	Final Draft	Updated	PDF, Word, and 10 hard copies
FINAL	Bid ready	Bid Ready	Final	PDF and Word 1 Bound 1 Unbound for reproduction

Drawings will be prepared at 24" x 36" sheet size with 22" x 34" trim lines (for half size printing to 11" x 17").

Consultant shall prepare Technical Specifications based on the City's standard format, and shall reference the Standard Specifications for Public Works Construction (SSPWC) and any other applicable standards with supplements.

➤ Deliverables:

- 60% Progress Package as defined above.
- 90% Progress Package as defined above.
- Final Bid Ready Package as defined above.

7.1.3 Engineer's Opinion of Probable Construction Cost

Prepare opinion of probable construction costs per American Association of Cost Engineering International (AACEI) at the 60%, 90% and Final completion stages.

➤ Deliverables:

- 60% Construction Cost Opinion.
- 90% Construction Cost Opinion.
- Final Construction Cost Opinion.

7.1.4 Constructability Review

At the 90% design completion stage, Consultant will perform a constructability, startup, and commissioning review including the following:

- Review of Agreement, General Conditions and General Requirements for inclusion of additional contract requirements for procedural issues and responsibilities for submittals, schedule, payment and change order procedures, quality control, protection of the environment, safety, and project closeout.
- Review of construction sequencing.
- Plan startup and commissioning activities.
- Specified quality control and testing requirements and responsibilities of the Contractor.
- Consideration of special limitations imposed by the site.
- Specifications that adequately relate to the plans and are not unnecessarily restrictive.
- Potential physical conflicts on the plans and conflicts between specifications and the plans.

➤ Deliverables:

- Prepare one redlined set of plans, specifications, and schedule summary with comments.
- Prepare Summary of Findings Report, including Startup and Commissioning Plan.

7.1.5 Coordination with City Plan Check Department

The Consultant will submit the 90% contract documents to the City Plan Check department for review, answer comments, and revise documents as applicable. Consultant will prepare a memorandum summarizing the Plan Check comments and provide applicable revisions for each comment. Consultant will resubmit documents to City Plan Check if required. Consultant assumes a maximum of two submissions to City Plan Check will be required.

7.2 Headworks Improvements

This task includes development of drawings for civil, structural, mechanical, yard piping, instrumentation, and electrical elements. Technical specifications shall be prepared.

Planned Improvements for Phase 1 (Years 1 – 2)

- Odor Control improvements
- Repair concrete in grit chambers
- Replace fiberglass covers as necessary
- Concrete repairs in Inlet Junction Structure (IJS) and Screenings areas.

7.3 PRIMARY CLARIFIER IMPROVEMENTS (COMPLETED)

This task includes development of drawings for civil, structural, mechanical, plumbing, yard piping, instrumentation, and electrical elements. Technical specifications shall be prepared.

7.4 BIO-TOWERS IMPROVEMENT (COMPLETED)

This task includes development of drawings for civil, demolition, mechanical, yard piping, Technical specifications shall be prepared.

7.5 CO-GENERATION IMPROVEMENTS (COMPLETED)

This task includes development of drawings for civil, structural, mechanical, plumbing, instrumentation, and electrical elements. Technical specifications shall be prepared.

7.6 BELT FILTER PRESS IMPROVEMENTS (PHASE 1) (COMPLETED)

This task includes development of drawings for civil, structural, mechanical, plumbing, instrumentation, and electrical elements. Technical specifications shall be prepared.

7.7 SCADA SYSTEM UPGRADE (COMPLETED)

This task consists of developing a specification for improvements to the SCADA system fiber optic communication network. The work consists of converting the PLC interface from serial to Ethernet communication utilizing the existing fiber optic network.

7.8 LABORATORY AIR HANDLING SYSTEM IMPROVEMENTS (COMPLETED)

This task consists of detailed design for replacement of the HVAC system. A new HVAC system will be provided for the laboratory.

8.0 FINAL DESIGN FOR PHASE 2 (YEARS 3 – 5) PROJECTS (AUTHORIZED)

This task includes the detailed design of the projects in the CIP that are planned to be implemented in Phase 2. The detailed design requirements for Phase 2 projects are defined in the Final Preliminary Design Report, dated November 2017.

The final design of the following projects will be completed under Task 8 (Phase 2):

- Headworks Improvements
- Aeration Basin Air Supply Improvements
- Anaerobic Digester Improvements
- Belt Filter Press Improvements
- Inter-stage Pump Station Improvements
- Effluent Pump Station Improvements
- Cogeneration Improvements
- Emergency Generator and New Electrical Building
- Motor Control Center Improvements
- SCADA System Upgrade
- Site Piping
- Site Security Improvements
- New Storage Building

8.1 Project Coordination**8.1.1 Design Meetings**

For each Package, Consultant has included two (2) design meetings as part of the scope of services. The Workshops are included at the following Milestones:

- 60% Design Submittal
- 90% Design Submittal

Further coordination of design efforts will be done during the regular monthly meetings.

Consultant will prepare and distribute meeting agendas two days prior to scheduled meetings and also record and distribute meeting minutes to all attendees no later than five days following the meeting. The meeting minutes will document the discussions and decisions made.

➤ Deliverables:

- Meeting Agendas
- Meeting Minutes

8.1.2 Bid Documents - Plans and Specifications

Consultant will proceed with detailed design preparation as follows:

Submittal	Drawings	Specifications	Opinion of Cost	No. of Copies
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Drawings will be prepared at 24" x 36" sheet size with 22" x 34" trim lines (for half size printing to 11" x 17").

Consultant shall prepare Technical Specifications based on the City's standard format, and shall reference the Standard Specifications for Public Works Construction (SSPWC) and any other applicable standards with supplements.

➤ Deliverables:

- 60% Progress Package as defined above.
- 90% Progress Package as defined above.
- Final Bid Ready Package as defined above.

8.1.3 Engineer's Opinion of Probable Construction Cost

Prepare opinion of probable construction costs (per AACEI) at the 60%, 90% and Final completion stages.

➤ Deliverables:

- 60% Construction Cost Opinion.
- 90% Construction Cost Opinion.
- Final Construction Cost Opinion.

8.1.4 Constructability Review

At the 90% design completion stage, Consultant will perform a constructability, startup, and commissioning review including the following:

- Review of Agreement, General Conditions and General Requirements for inclusion of additional contract requirements for procedural issues and responsibilities for submittals, schedule, payment and change order procedures, quality control, protection of the environment, safety, and project closeout.
- Review of construction sequencing.
- Plan startup and commissioning activities.
- Specified quality control and testing requirements and responsibilities of the Contractor.
- Consideration of special limitations imposed by the site.
- Specifications that adequately relate to the plans and are not unnecessarily restrictive.
- Potential physical conflicts on the plans and conflicts between specifications and the plans.

➤ Deliverables:

- Prepare one redlined set of plans, specifications, and schedule summary with comments.
- Prepare Summary of Findings Report, including Startup and Commissioning Plan.

8.1.5 Coordination with City Plan Check Department

The Consultant will submit the 90% contract documents to the City Plan Check department for review, answer comments, and revise documents as applicable. Consultant will prepare a memorandum summarizing the Plan Check comments and provide applicable revisions for each comment. Consultant will resubmit documents to City Plan Check if required. Consultant assumes a maximum of two submissions to City Plan Check will be required.

8.2 Headworks Improvements

This task includes development of drawings for civil, structural, mechanical, plumbing, yard piping, instrumentation, and electrical elements, as defined in Task 6. Technical specifications shall be prepared.

Improvements to be designed:

- New fiberglass covers in screening and grit removal structure
- New odor control system
- Enclose bar screen & conveyor areas

- New screen wall along north and west property areas

8.3 Aeration Basin Air Supply Improvements

This task includes development of drawings for demolition, structural, mechanical, and electrical modifications to replace diffusers and piping for one of two aeration basins. Drawings and technical specifications shall be prepared.

8.4 Anaerobic Digestion Improvements

This task includes development of drawings for civil, structural, mechanical, gas piping, instrumentation, and electrical elements, as defined in Task 6. Plans and Technical specifications shall be prepared. The City will undertake cleaning of Digesters 1 and 3.

Improvements to be designed:

- New Digester 2 cover, and associated gas and recirculation piping

8.5 Belt Filter Press Improvements

This task includes development of technical specifications, and City Contract Documents and Bid Packet for the belt filter press refurbishment or replacement as defined in Task 6. Technical specifications shall be prepared.

Improvements to be designed:

- Refurbish or replace two existing belt filter presses with remanufactured units

8.6 Inter-Stage Pump Station Improvements

This task includes development of drawings for civil, structural, mechanical, plumbing, yard piping, instrumentation, and electrical elements, as defined in Task 6. Technical specifications shall be prepared.

Improvements to be designed:

- Modify pumps, VFDs and flow metering
- Rehabilitate wet well concrete
- Upgrade control facility to meet building seismic code

8.7 Effluent Pump Station Improvements

This task includes development of drawings for civil, structural, mechanical, yard piping, instrumentation, and electrical elements, as defined in Task 6. Technical specifications shall be prepared.

Improvements to be designed:

- Rehabilitate 4 pumps, VFDs and valves in effluent pump station building
- Replace or rebuild low head effluent pump ("Big Red")
- Replace Gravity Line check valve and isolation valve
- Effluent Pump Engines cooling water piping
- Upgrade building to meet seismic code

8.8 Co-Generation Improvements

This task includes development of technical specifications, and City Contract Documents and Bid Packet for cogeneration system engine in-frame overhaul, as defined in Task 6. Technical specifications shall be prepared.

Improvements to be designed:

- Rebuild of one existing co-generator engine (in frame refurbishment of the engine)
- Generator Inspection

8.9 Emergency Generator And Main Electrical Building

This task includes development of drawings for civil, structural, mechanical, HVAC, plumbing, instrumentation, and electrical elements. Technical specifications shall be prepared.

Planned improvements include:

- Construct Main Electrical Building; new transformers; reroute electrical duct banks and run new cabling; new Automatic Transfer Switches.
- Install one (1) emergency standby generator
- This project will be accelerated due to recent failures

8.10 Motor Control Center (MCC) Replacement

Consultant will provide detailed design for upgrade and replacement of MCCs at various locations as required for the interim improvements.

Improvements to be designed:

- New motor control center (MCC) panels at 5 locations
- This project will be accelerated based on high risk of failures

8.11 SCADA System Upgrade

This task consists of detailed design for improvements to the SCADA system to improve control of the treatment processes.

Improvements to be designed:

- Install plant SCADA system (plant-wide) – PLCs and procurement package for Systems Integrator

8.12 Site Piping Improvements

This task includes detailed design of improvements to select site piping that has been unreliable and requires high maintenance.

Improvements to be designed include:

- 3WHP strainer and loop, cooling water piping and strainer, fire line loop.

8.13 Site Security Improvements

This task consists of detailed design for site security upgrades. Drawings and technical specifications shall be prepared.

Planned improvements include:

- New perimeter fence
- Electrically controlled security gates
- Plant Lighting Improvements
- Building Security Systems
- Building and Site Security Cameras
- Security Control System and Programming
- This project will be accelerated due to on-going security issues at the plant

8.14 Maintenance Storage Building

- This task consists of detailed design for a new 6000 square foot maintenance storage building, to replace existing building to make space for electrical building. Drawings and technical specifications shall be prepared. The new building will be a pre-fabricated metal building or equal with limited utilities and office space similar to the existing storage building.
- This project will be accelerated as part of the electrical improvements project.

9.0 DESIGN DEVELOPMENT OF PLANT CONVERSION AND UPGRADES (PHASE 3) (NOT AUTHORIZED)

This task will include conceptual design and preliminary design of the plant-wide conversion and upgrades associated with Phase 3 improvements.

The baseline design concept includes conversion of the North Area Treatment Facilities for the liquid process train from primary treatment through secondary treatment utilizing MBR technology. The baseline concept to be evaluated under this task is based on the City's current Capital Improvement Planning efforts, which form the basis of the Cost of Service Study used to establish rate projections for wastewater related services within the City's service area. The concept development will determine the overall needs for plant conversion and will evaluate optional equipment selection within certain treatment processes. The following is a summary outline of the baseline concept.

Preliminary Treatment / Headworks:

The baseline design concept includes the following Preliminary Treatment / Headworks Improvements:

- New Non-hazardous Waste Receiving Station with metering and screening systems.

Primary Treatment:

The baseline design concept includes the following Primary Treatment improvements:

- Demolition of primary clarifiers and Primary Building
- Removal of equipment, concrete, piping and electrical systems in old headworks and primary tanks area.
- Reroute piping and electrical systems

Secondary Treatment:

The baseline design concept includes the following Secondary Treatment improvements:

- Bio-tower Demolition: Remove superstructure, remove concrete below ground, reroute piping and electrical; restore grade
- Activated Sludge Tank (AST) Upgrades and Conversations:
 - Replace diffusers and add return sludge piping, aeration piping, gates and controls
 - Modify ASTs for MBR or other technology operation by partitioning Tanks and addition of internal recycle system
 - Convert ASTs 3 to 6 to flow equalization tanks by removing diffusers and adding flow equalization pumps
- Secondary Sedimentation Tanks (SSTs) Conversions and Upgrades:
 - Convert existing SSTs 3 to 12 to primary sedimentation tanks (PST) by installation of new clarifier mechanisms, primary sludge pumps, isolation gates and scum systems. Convert existing SST Effluent Channel to PST Influent Channel.
 - Prepare the remaining SSTs for conversation to new Membrane Bioreactor (MBR) or other Technology by demolition of existing secondary clarifiers 13 to 18 removal of SST equipment, re-routing piping and electrical, reinforcing walls of aeration basin, modify inlet and outlet channels
 - Convert existing SSTs 1 and 2 to Screening & Transfer Pump Station by Installation of new screen channels for primary effluent, conversion to flow equalization basin, and addition of transfer pumping and pipes
- Upgrades for New MBR or other treatment process technology:
 - Construct new tanks, channels, membranes and piping, pump gallery, pumps, cranes, roof and ventilation systems, aeration blowers for the new MBR or other treatment process technology
 - Construct new chemical systems, electrical room, SCADA system, effluent handling facilities
- Evaluate requirements for disinfection and effluent pumping
- Relocate Existing Primary Influent Piping: Connect to main header and re-route to influent channel of PSTs. Provide controls and valves as necessary for piping relocation

Solids Treatment:

The baseline design concept includes the following Solids Treatment improvements:

- **Digesters 1 and 3 Rehabilitation:**
 - Refurbishment or Replacement of existing gas/draft tube mixing systems
 - Digesters roof and concrete walls repair
 - Heat exchanger upgrades
- **Sludge Thickening Facility Upgrades:**
 - Demolish Dissolved Air Flotation Tank (DAFT) structures, gravity thickener tanks and chemical storage.
 - Construct new building with Rotating Drum Thickeners for primary sludge and Gravity Belt thickeners for waste secondary sludge
- **Dewatering Facilities**
 - Evaluate alternatives for long-term dewatering options for the upgraded treatment plant to include replacement of the belt filter presses with scroll centrifuges or screw presses.
- **Class "A" Biosolids Treatment and Combined Sludge/Solids Waste Gasification Technologies**
- **FOG Receiving Station**
 - Fats Oils Grease (FOG) receiving station with tank heaters and pumps for transfer of FOG to digesters

Electrical / Instrumentation Improvements:

The baseline concept includes the following Electrical / Instrumentation improvements:

- New North Electrical Building and New Motor Control Centers
- Site Electrical Improvements including cables, duct banks and wiring
- New Supervisory Control and Data Acquisition (SCADA) system: Replace plant-wide SCADA systems and PLCs with current technology. Reprogram all processes for new Plant Control System

Site Piping Replacements:

The baseline design concept includes replacement or construction of new process water piping loop, buried valves, fire line loop.

Buildings:

The baseline design concept includes improvements associated with the following buildings:

- Chemical Storage Building (assessment of chemical storage and handling needs as it pertains to new building requirements)
- Collection system maintenance building rehabilitation
- Administration building and laboratory rehabilitation
- Plant control center building rehabilitation
- Maintenance building rehabilitation

9.1 Conceptual Design And Phasing For Phase 3 Improvements

Consultant will provide conceptual design development for plant conversions and upgrades for years 6 through 10 (Phase 3). Consultant will investigate and identify requirements for plant conversion. This plan includes retirement or abandonment of existing processes that will not be incorporated into the upgraded treatment plant. The conceptual design process will include the following areas:

- Define general design criteria for unit processes (based on flow and loading projections from City Draft 2015 Integrated Water Resources Master Plan)
- Treatment process interface requirements during Phase 3 Improvements
- Treatment train preliminary process modeling
- Treatment train preliminary hydraulic modeling
- Construction phasing
- Maintenance of plant operations requirements
- Process equipment alternatives for select unit processes (maximum of three equipment alternatives)
 - Solids thickening alternatives for primary sludge will include in-tank thickening in the PSTs versus Rotary Drum Thickeners. Thickening for secondary sludge will be via Gravity Belt Thickeners.
 - Solids dewatering alternatives to include scroll centrifuges and screw presses
 - Primary effluent screening
 - Anaerobic digestion mixing
 - FOG receiving
 - Primary flow equalization lift pumping and mixing
 - Diffused aeration and blower system
 - MBR equipment
 - Effluent pumping
- Utility service, power distribution and standby power needs for proposed Phase 3 improvements
- Demolition and restoration planning for abandoned facilities
- Regulatory reporting and approval requirements to support Phase 3 improvements
- Identification of general start-up and acceptance testing requirements

9.2 Construction Cost Estimates And Life-Cycle Cost Analysis

Prepare construction cost estimates (Class 3 Estimate per AACEI standards) for the draft Conceptual Design and Phasing Report. Life-cycle analyses shall be prepared based on a 20-year Life Cycle for new and upgraded facilities.

9.3 Conceptual Design Workshops

Individual planning workshops will be held with the City at key project milestones during the Conceptual Design and Phasing effort. These workshops will be attended by the Consultant's Project Manager, lead investigators from the team and other technical staff as required. The workshops will be held at the OWTP. The following workshops are planned:

1. Initial Workshop – Key issues will be identified and discussed. The intent of the workshop is to identify plant staff objectives and any ongoing concerns that must be documented for developing the plant upgrades and conversions.

2. Conceptual Design and Phasing Workshop – This Workshop will occur approximately half way during the concept development phase.

9.4 Conceptual Design And Phasing Report

Consultant will summarize the results, conclusions and recommendations resulting from these investigations in a Conceptual Design and Phasing Report. The analysis will include sequencing and phasing of the project upgrades and process conversions.

The results of this investigation will be included in a Draft Conceptual Design and Phasing Report. Following the Review Workshop, the Draft report will be updated and a Final Conceptual Design and Phasing Report will be submitted to the City.

➤ Deliverables:

- Draft Conceptual Design and Phasing Report
- Final Conceptual Design and Phasing Report

9.5 Preliminary Design Development

This task consists of preliminary design of projects identified in Conceptual Design and Phasing Report prepared under Task 9.4 above.

Consultant will prepare a 30% Preliminary Design to develop requirements for construction of the Phase 3 improvements including associated appurtenant facilities, modifications to existing facilities and demolition/retirement of existing processes and tankage.

The 30% Preliminary Design Report will be submitted and presented to the City for review and discussion at a workshop that will be facilitated by Consultant. Consultant will incorporate the comments of the City, as deemed appropriate, and resubmit for approval prior to initiating Final Design of the Phase 3 improvements.

The Preliminary Design Report will contain where appropriate the following minimum information.

- **Introduction**
- **Process Description Overview** - Describing in general terms the major components and basic operations of the process areas associated with the Phase 3 improvements
- **Process And Equipment Sizing** - Describing in detail the preliminary sizing and number of facility improvement components including structures, piping, mechanical, electrical and support equipment, including listing the manufacturers and model numbers of the equipment, and including manufacturer cut sheets and performance curves for all major pieces of equipment.
- **Hydraulic Profile** – Provide a preliminary hydraulic profile for the liquid treatment train identified in the Conceptual Design Report.

- **Site Plan** – Provide a preliminary site plan showing proposed modifications to unit processes, demolition areas, new buildings, existing and modified roadways/paved areas and major process piping alignments.
- **Process Control Descriptions** - Describing in appropriate detail where appropriate the control procedure to be employed for each unit process, including how equipment will be operated and controlled, where and how status and alarm conditions will be annunciated. Provide a process and instrumentation schematic for the areas covered in the Conceptual Design Report,
- **Electrical Distribution** – Provide a general description of utility service distribution network within the plant including primary power feeds and transformers. Identify SCE coordination requirements needed for primary power service upgrades/improvements. Provide preliminary sizing and layout of standby power generating facilities. Develop preliminary one-line electrical diagram(s).
- **SCADA System General Descriptions** – Provide a general description of the SCADA system architecture, network communication protocols, preliminary list and content of graphic screens, preliminary list of PLCs/field devices, general description of data storage requirements and report generation.
- **Special Construction Requirements And Constraints** - Describing in detail special construction requirements and constraints required to minimize the impacts of construction on continuous and safe operation of existing facilities.
- **Process Layout** - Providing a preliminary layout of all processes and equipment for the area covered in the Conceptual Design Report including existing facilities and structures to be relocated, modified, and/or connected. Also including process and support equipment, to be incorporated into the design.
- **Construction Packaging** - This analysis will determine sequencing and packaging of the Phase 3 elements into specific final design and construction packages.
- **Regulatory Compliance** – Prepare preliminary regulatory compliance plan outlining the approach to satisfying permitting and other regulatory compliance requirements associated with the design, construction and start-up of the Phase 3 improvements. Preparation of permit applications is not included under this task.

9.6 Update Of Construction Cost Estimates

Revise construction cost estimates prepared in Task 9 to reflect the results of the Preliminary Design effort. Estimates will be an update of the Class 3 Estimate per AACEI standards.

9.7 30% Preliminary Design Report

Consultant will undertake and complete all preliminary design tasks as identified herein and summarize the results, conclusions and recommendations resulting from these investigations and a recommendation for construction phasing in a 30% Preliminary Design Report. The report will also provide recommendations regarding the areas to be packaged for individual construction bid requests to be issued by the City. The 30% Preliminary Design Report will form the basis of Final Design of Phase 3 improvements.

9.8 Preliminary Design Workshops

Individual Preliminary Design workshops will be held with the City at key project milestones during the Preliminary Design phase. These workshops will be attended by the Consultant's Project Manager, lead designers from the team and other technical staff as required. Each Workshop is anticipated to be approximately one half day in duration. The workshops will be held at the OWTP. The following workshops are anticipated:

1. Initial Workshop – Key issues will be identified and discussed. The intent of the workshop is to identify plant staff objectives and any ongoing concerns that must be documented for the preliminary and final design efforts.
2. Intermediate Workshop – This Workshop will occur approximately half way during the preliminary design phase. Consultant will update the project team on the progress of the preliminary design effort. The direction of the analyses will be confirmed or re-established ahead of the preparation of the Draft 30% Preliminary Design Report.
3. Draft Preliminary Design Report Review Workshop – Two weeks after delivery of the 30% Preliminary Design Report, the Consultant will lead the Preliminary Design Report Review Workshop. The recommended final design packages, final design budget requirements, schedule, and opinions of probable improvement project cost will also be reviewed. Subsequent to the Workshop, Consultant will prepare a Final 30% Preliminary Design Report for approval by the City prior to initiating the Final Design of Phase 3 improvements.

➤ Deliverables:

- Final 30% Preliminary Design Report

10.0 PILOT STUDY COORDINATION (NOT AUTHORIZED)

This task includes coordination of a small scale pilot study to test the viability of the Membrane Bioreactor Process for the Oxnard Wastewater Treatment Plant (OWTP). The design parameters developed from this study will be used in determining pretreatment requirements, aeration system capacity, membrane configuration and disinfection requirements.

10.1 Alternatives Analysis – Membrane Options

Several alternative membrane systems are available – hollow fiber, flat sheet and hybrid designs. Each of these systems has a different configuration and requires different hydraulics. An evaluation of alternatives will screen these options for further consideration in the pilot study. This will include site visits to California treatment plants employing the various technologies. Based on these investigations, a summary report of recommendations for pilot study options will be prepared. It is intended that a maximum of two different technologies will proceed to pilot study, if their configurations are compatible with the existing tanks.

➤ Deliverables:

- Memorandum – Membrane Options

10.2 Pilot Study Development

A pilot study protocol will be developed to establish the operating parameters, staging, feed requirements, and testing procedures. The protocol will be reviewed in a pilot study workshop, to get concurrence on siting, use of plant facilities, utility requirements, provision for and return of plant flows, and plant staff involvement. A maximum of two different pilot units, concurrently, will be studied for up to 6 weeks.

➤ Deliverables:

- Pilot Study Plan and Protocols

10.3 Vendor Selection

Consultant will prepare a Request for Proposals for the City to issue to prospective membrane suppliers. The RFP will define City responsibilities, Vendor responsibilities and services, site constraints for installation of the pilot units, size of pilot plant, City services and availability of plant utilities for connection and use by Vendor, and full monitoring, sampling and reporting requirements for the vendor.

Suppliers who have available pilot units, which can be staged at the plant for a minimum of two months, will be considered.

The City will contract with the vendors directly. The procurement contract will include waivers of liability for the City, its plant staff and security. Terms will be reviewed with the City before authorization.

10.4 Construction and Field Oversight

Consultant will provide oversight of the pilot study. Staff will meet with the vendor(s), identify the timing and protocols and coordinate with plant staff.

Schedule will be coordinated for least interference on plant operations. A memorandum of the completed installation and work plan will be prepared for review before any pilot work begins.

Consultant will oversee vendor's demobilization and cleanup efforts to restore conditions of the site.

10.5 Testing and Data Analysis

Consultant shall coordinate monitoring and sampling. Each pilot unit will be monitored for multiple parameters daily, including operating parameters (MLSS, oxygen, recirculation rates, wasting rates), and performance parameters (Influent BOD and COD, Effluent BOD and COD, influent and effluent Ammonia, waste sludge production, permeability and trans-membrane pressure). The sampling and testing program will be provided by the vendors, as approved by City staff.

10.6 Progress Meetings

Progress meetings will be held periodically with membrane vendors, City staff and Consultant staff. An initial kickoff meeting will be held to discuss protocols, use of the site and utilities, coordination of operations and sampling, performance requirements and other logistics. Meetings are planned at three times during the pilot study field work, attended by key staff.

➤ Deliverables:

- Meeting Minutes

10.7 Pilot Study Report

Following the field work, results of operation and sampling will be compiled in a pilot study report by the vendor. The consultant will review the report, which will include design parameters and recommendations of membrane bioreactor configuration. Preliminary selection of membrane media (hollow fiber, flat sheet or hybrid) will be recommended, in conjunction with wastewater division staff.

➤ Deliverables:

- Draft Report – MBR Pilot Study
- Final Report – MBR Pilot Study

11.0 FINAL DESIGN OF PLANT CONVERSIONS AND UPGRADES OF PHASE 3 IMPROVEMENTS (NOT AUTHORIZED)

This task includes detailed design of process conversion and process upgrades for projects that will be implemented in Phase 3. The detailed design tasks are outlined in this section.

11.1 Design Meetings

For each Package, Consultant has included two (2) design meetings as part of the scope of services. The Workshops are included at the following Milestones:

- 60% Design Submittal
- 90% Design Submittal

Further coordination of design efforts will be done during the regular monthly meetings.

Consultant will prepare and distribute meeting agendas two days prior to scheduled meetings and also record and distribute meeting minutes to all attendees no later than five days following the meeting. The meeting minutes will document the discussions and decisions made.

➤ Deliverables:

- Meeting Agendas
- Meeting Minutes

11.2 Bid Documents (Plans And Specifications)

Following completion of the PDR documents, Consultant will proceed with detailed design preparation as follows:

Submittal	Drawings	Specifications	Opinion of Cost	No. of Copies
60%	Plans, Sections, and Most Details for all disciplines	Draft	Updated	PDF, Word, and 10 hard copies
90%	All	Final Draft	Updated	PDF, Word, and 10 hard copies
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Drawings will be prepared at 24" x 36" sheet size with 22" x 34" trim lines (for half size printing to 11" x 17").

Consultant shall prepare Technical Specifications based on the City's standard format, and shall reference the Standard Specifications for Public Works Construction (SSPWC) and any other applicable standards with supplements.

➤ Deliverables:

- 60% Progress Package as defined above.
- 90% Progress Package as defined above.
- Final Bid Ready Package as defined above.

11.3 Engineer's Opinion Of Probable Construction Cost

Prepare opinion of probable construction costs (Class 2 estimate per AAECI) at the 60 percent and FINAL completion stages.

➤ Deliverables:

- 60% Construction Cost Opinion.
- 90% Construction Cost Opinion.
- Final Construction Cost Opinion.

11.4 Constructability Review

At the 90% design completion stage, Consultant will perform a constructability, startup, and commissioning review including the following:

- Review of Agreement, General Conditions and General Requirements for inclusion of additional contract requirements for procedural issues and responsibilities for submittals, schedule, payment and change order procedures, quality control, protection of the environment, safety, and project closeout.
- Review of construction sequencing.
- Plan startup and commissioning activities.
- Specified quality control and testing requirements and responsibilities of the Contractor.
- Consideration of special limitations imposed by the site.
- Specifications that adequately relate to the plans and are not unnecessarily restrictive.
- Potential physical conflicts on the plans and conflicts between specifications and the plans.

➤ Deliverables:

- Prepare one redlined set of plans, specifications, and schedule summary with comments.
- Prepare Summary of Findings Report, including Startup and Commissioning Plan.

11.5 Coordination With City Plan Check Department

The Consultant will submit the 90% contract documents to the City Plan Check department for review, answer comments, and revise documents as applicable. Consultant will prepare a memorandum summarizing the Plan Check comments and provide applicable revisions for each comment. Consultant will resubmit documents to City Plan Check if required. Consultant assumes a maximum of two submissions to City Plan Check will be required.

12.0 BID PHASE ASSISTANCE (AUTHORIZED)

Procurement Services include support for several bid packages. The Procurement assistance will be carried for Phases 1 and 2 as identified in CIP including:

Phase 1 – Emergency Repairs projects to be implemented in Phase 1 (4 bid packages).

Phase 2 – Reliability Improvements projects to be implemented in Phase 2 (3 bid packages).

Phase 3 – Plant Conversion and upgrade projects implemented in Phase 3 (up to 3 bid packages) (**NOT AUTHORIZED**)

12.1 Attend Pre-Bid Conference

Consultant will assist the City in holding pre-bid conferences and jobsite tours. Consultant will issue meeting summaries including items discussed at the pre-bid conference. Up to 2 consultant representatives will be in attendance.

12.2 Respond To Bidders And Prepare Addenda

Consultant will assist the City with responding to bidder's questions and distribute addenda to the construction package. Addenda, if any, will be issued no later than five working days prior to the scheduled bid opening. Consultant will compile technical responses and addenda. Consultant's fee anticipates up to two (2) addenda per construction package, if required.

12.3 Attend Bid Openings And Review Bids

Consultant (up to 2 representatives) will attend one bid opening for each construction package at the City and review the bids (received by the City) to identify responsive and responsible bidders. Consultant will assist the City in evaluating bids and contacting references for the low bidder as well as review and tabulate bid results.

12.4 Prepare Conformed Plans And Specifications

Consultant will incorporate addenda items into a conformed set of drawings and specifications for each construction package, which will be the construction documents for the Contractor. Provide one electronic copy of the conformed documents to the City.

13.0 ENGINEERING SERVICES DURING CONSTRUCTION (AUTHORIZED)

Post design services will be carried out for the Phases 1 and 2 as identified in CIP including:

Phase 1 – Emergency Repairs projects to be implemented in Phase 1

Phase 2 – Reliability Improvements projects to be implemented in Phase 2

Phase 3 – Plant Conversion and upgrade projects implemented in Phase 3 (NOT AUTHORIZED)

The following construction packages, magnitude of cost and durations were assumed for the scope and level of effort for Amendment 2.

Project	Estimated Capital Cost	Anticipated Construction Duration, months
1	\$810,000	6
2	\$2,670,000	12
3	\$1,000,000	6
4	\$15,010,000	18
5	\$405,000	6
6	\$23,213,499	18
7	\$4,946,500	12

The schedule summarizes the construction sequences and durations assumed for this proposal. The City of Oxnard will implement a centralized document and change management system for the Program. Accordingly, all submittals and deliverables indicated herein shall be transmitted electronically (e.g., Adobe Acrobat), unless otherwise indicated.

13.1 Conferences And Meetings

13.1.1 Preconstruction Conferences

Up to 2 of the Consultant's design engineers shall attend and support pre-construction conferences for each construction package with the Field Representative, the City, involved agencies, utilities, and the Contractor's team as they prepare to mobilize for the project.

13.1.2 Weekly Progress Meetings as Needed

Consultant design engineers and other pertinent staff will attend weekly progress meetings on-site by conference call for each construction package with the Contractor, Construction Manager, permit agencies (if applicable) when/as needed. For planning and fee estimating purposes Consultant estimated attending up to 123 weekly progress meetings.

13.2 Change Orders

Consultant will support Construction Manager in preparing and investigating proposed change orders submitted by the Contractor or requested by the City and/or its consultants. For planning and fee estimating purposes Consultant estimated a total of 15 change orders.

13.3 Request For Information (RFIs)

Review, coordinate with the Construction Manager, and respond to Contractor's Requests for Information (RFIs). When appropriate, recommendations, suggestions and alternatives shall be provided to the Contractor and/or the City. Provide clarifications in the form of responses and details as necessary. For planning and fee estimating purposes Consultant estimated a total of 323 RFI's.

13.4 Engineer's Clarifications

Consultant will provide design clarifications and details as necessary to respond to field conditions. Clarifications may include design drawing revisions, additional details or alternative equipment evaluations to resolve field conditions. For planning and fee estimating purposes Consultant estimated a total of 102 clarifications.

13.5 Submittals

Consultant will review Contractor submittals. After completion of the review, Consultant will return submittal to the field representative and distribution to the Contractor and City. For planning and fee estimating purposes Consultant estimated a total of 245 submittals.

13.6 Technical Support During Contractors Startup / Testing

Consultant will review and comment on detailed testing and startup plans prepared by the Contractor. Consultant will review startup and test reports provided by the contractor.

13.7 Punch List

Consultant will work with the City and Construction Manager (CM) on the final punch list. Punch lists will be developed by the CM for each segment of work after the Contractor attains substantial completion. Consultant will conduct a final project review for each construction package with the City and submit a recommendation for project acceptance.

13.8 As-Built Drawings

Contractor will maintain a set of as-built drawings for each construction package during construction. Consultant will review the contractor's as-built drawings monthly to verify that changes are being documented. Consultant will collect as-built drawings from the contractor at project completion and complete final set of as-built drawings.

13.9 Materials Testing Services and Specialty Inspections

Contractors will coordinate special inspection and testing. Consultant will monitor the contractor's compliance with the specified tests and frequency. Consultant will review the results of all materials testing inspections and will make recommendations for acceptance of work or notify the Contractor of deficiencies.

14.0 POST DESIGN SERVICES (NOT AUTHORIZED)

15.0 STARTUP, COMMISSIONING AND TRAINING SERVICES (AUTHORIZED)

Phase 1 – Emergency Repairs projects to be implemented in Phase 1

Phase 2 – Reliability Improvements projects to be implemented in Phase 2 **(NOT AUTHORIZED)**

Phase 3 – Plant Conversion and upgrade projects implemented in Phase 3 **(NOT AUTHORIZED)**

15.1 Review Operations And Maintenance Manuals Provided By Contractors

The Consultant will review operations and maintenance (O&M) manuals for the new facilities and new equipment, as provided by the Contractor

15.2 Startup Services

Consultant will review the Contractor's testing results prior to the startup and commissioning of the improvements by City Staff.

15.3 Coordinate Manufacturer Training

Consultant will review training program of manufacturers and systems integrators. Review and coordination will include training schedule, classroom and hands-on training program, and coordination with operations.

16.0 POST CONSTRUCTION SERVICES (AUTHORIZED)

Post-construction services will be carried out for the Phase 1 projects only as follows:

Phase 1 – Emergency Repairs projects to be implemented in Phase 1

Phase 2 – Reliability Improvements projects to be implemented in Phase 2 **(NOT AUTHORIZED)**

Phase 3 – Plant Conversion and upgrade projects implemented in Phase 3 **(NOT AUTHORIZED)**

16.1 Final Project Review

Conduct final project review for each construction package with the City and submit a recommendation for project acceptance.

16.2 Final Report

Prepare final report of testing records for each construction package and submit to City.

16.3 Final Submittal Package

Compile a final submittal package (field records) for each construction package and submit to City.

**WATER PROJECTS
SCOPE OF SERVICES
EXHIBIT A**

The scope will be performed in two or more phases. Phase 1 includes the tasks needed immediately including technical support of the Water Division operations, maintenance and administration. In addition, Phase I includes support in addressing key operational upgrades that present increased risk or impede efficient operation. Phase 1 will further refine the scope and priorities for future phases. Future phases shall be authorized through amendment(s).

**Task 0 – Program Management Phase 1 \$173,772
(Estimated future authorization(s) \$132,028)**

Consultant's Project Manager will provide the following functions, in accordance with this scope of services:

Subtask 0.1 Prepare Project Charter

Includes facilitation of a half-day partnering workshop; attendees will include all stakeholders, including operations, management and engineering staff.

- Deliverables: Results from the workshop will be documented in a Project Charter and distributed to the team.

Subtask 0.2 Prepare Project Plan

The Project Work Plan will define how the water operations support will proceed and will include tasks such as Consultant staffing assignment, communication protocol, deliverables, task leaders, goals and an anticipated project schedule. Effort includes a staff survey to develop a list of needs and prioritize actions.

- Deliverables: Project Work Plan

Subtask 0.3 Prepare Monthly Progress Reports and Earned Value Analysis

Monthly progress reports will include summary of tasks completed, ongoing tasks, data requests, earned value analysis and work scheduled for following month. Reports will be submitted with monthly invoices.

- Deliverables: Monthly reports (24 total). Phase 1 is for 12 months and Phase 2 is for 12 months.

Subtask 0.4 Project Management and QA/QC Coordination

This task includes coordination with the City and the project team, and quality control review. Overall project management, which includes supervision of in-house staff, planning and monitoring of contract budget and schedule, and coordination with the City and its other consultants, will be conducted by Consultant's Project Manager.

Provide senior technical review and implement quality assurance and quality control (QA/QC) measures throughout the project. QA/QC procedures ensure all work products provided to the City follow strict adherence to industry design standards.

Phase 1 is for 12 months and Phase 2 is for 12 months.

Task 1 - Plant Operations Coordination Phase 1 \$170,996
(Estimated Future authorization(s) \$170,996)

Consultant will provide support to the Water Operations staff, by providing the following tasks.

Subtask 1.1 Project/Agency Meetings

Provide support as directed by City staff for the following meetings. For each meeting attended by Consultant, with City staff, provide a summary of discussion items and actions, log electronically in City files and distribute to internal City management. The total of meetings will not exceed one 2-hour meeting per week.

1. United Water Conservation District coordination related to Oxnard Hueneme pipeline.
2. Calleguas Municipal Water District coordination related to imported water.
3. Fox Canyon Groundwater Management Agency coordination related to groundwater.
4. Watershed Coalition of Ventura County.
5. Bi-weekly meetings with Master Plan consultant.
6. Miscellaneous meetings with other agencies, developers, customers, City staff and/or others as directed by the City Project Manager.

- Deliverables: Meeting notes will be delivered in PDF format and saved in an electronic folder, as defined in the Project Work Plan. Hard copies will be maintained in a **Project/Agency Meetings Binder**, tabulated by organization/agency, and maintained at the Water Campus.

Subtask 1.2 Management Meetings

Attend the following meetings associated with management of the Water Division, including oversight of staff, operations and coordination with City management. For each meeting, provide a summary of discussion items and actions, log electronically in City files and distribute to internal City management. The total of meetings will not exceed one 2-hour meeting per week.

1. Bi-weekly Chief Distribution and Chief Operations coordination meetings.

2. Bi-Weekly Senior/Supervisor meetings
3. Weekly meetings with Utilities Director

➤ **Deliverables:** Meeting notes will be delivered in PDF format and saved in an electronic folder, as defined in the Project Work Plan. Hard copies will be maintained in a **Management Meetings** binder, tabulated by meeting type noted above, and maintained at the Water Campus.

Subtask 1.3 Operations Support

Consultant will provide support to Water Division staff as defined in the categories below for a monthly average not to exceed 12 hours per week based on a Monday through Friday work week (assumed 52 weeks Phase 1 and 52 weeks Phase 2). The noted 12 hours may include effort from multiple supporting staff as required by the specific task. These services include supporting City staff with the following tasks:

Task	Scope	Time Limit
1	<u>Division Goals</u> - Participate in the development, implementation and maintenance of the water department/division goals, objectives, policies and procedures; work with City staff to help ensure that department/division goals are achieved.	3 mo.
2	<u>Project Development</u> - Assist in the planning, coordination and review of the work plan for assigned projects and responsibilities which may include establishing maintenance schedule, filing necessary reports and maintenance of records; make recommendations as applicable; provide support in the administrative and technical direction given to operational staff.	6 mo.
3	<u>Budget Development</u> - Participate in the development of the Water Division budget; participate in the forecast of necessary funds for staffing, materials and supplies; discuss and assist with the resolution of budget issues with appropriate staff; assist with adjustment implementations as needed.	Monthly Audit, End FY
4	<u>Program Development</u> - In concert with City staff, propose, present and support the justification of divisional programs, projects, operations and services; support City staff in developing a strategy and work plan for the successful achievement of department/division and project goals.	Set up SOP within 9 mo.
5	<u>Division Coordination</u> - Serve as resource for the Water Division, coordinate divisional activities with other divisions, departments and organizations; provide information and resources to City officials, departments and other organizations as appropriate.	6 mo.

6	<u>Technical Assistance</u> - Provide staff assistance and technical support to the Water Division and other departments/divisions; conduct financial, organizational and operational service delivery studies, in concert with City staff. Assist in the preparation and presentation of staff reports and other necessary documents or correspondence to appropriate boards, groups and/or committees.	Ongoing
7	<u>Operations Support</u> - Provide management support for activities, operations and services of the City Water Division. Help assure that all applicable laws and regulations are met. Review, analyze, comment and make recommendations on facility operations and operational change. Document Standard Operating Procedures, based on input from Operations staff.	Ongoing
8	<u>Community Involvement</u> - Attend and participate in organizational and community meetings; stay current on issues relative to the field of water treatment and distribution. Assist City staff in the resolution of community and organizational inquiries and complaints.	As needed, min. 1/mo.

- **Deliverables:** Efforts associated with these tasks will be recorded in a **Management and Support Binder**, tabulated on the eight major tasks above. The binder will be maintained at the City Water Campus. Electronic files will be stored in accordance with the Project Work Plan.

Upon City's 10 day notice to Consultant of the hiring of a Water Division Manager, Subtask 1.3 will be phased out over an appropriate time frame determined by the City.

Task 2 - Water Resources Management Phase 1 \$109,318
(Estimated Future authorization(s) \$305,388)

Subtask 2.1 Water Conservation Program Support

Consultant will provide support related to water conservation efforts as described in this scope. Phase 1 includes approximately 390 hours to support the following functions; Phase 2 includes approximately 390 hours to continue supporting the following functions (excludes Item 1):

1. Review the 2010 Water Conservation Plan and prepare a Technical Memorandum with the following sections:
 - Review progress to date
 - Set up action plan assigning City resources
2. Attend meetings with City staff related to Water Conservation, assumed bi-weekly (26 total).
3. Provide oversight and management of Water Conservation grant pursuits and implementation.

4. Review existing reports related to Water Conservation and provide recommendations for additional efforts.
 5. Provide monthly updates on Water Conservation opportunities (i.e. grants, programs, industry updates).
 6. Provide support in developing CIP related to Water Conservation.
 7. Attend functions related to Water Conservation, representing the City Water Division. Provide written documentation of findings and recommended actions.
- **Deliverables:** Efforts associated with these tasks will be recorded in a **Water Conservation Binder**, tabulated on the six major tasks above. The binder will be maintained at the Water Campus. Electronic files will be stored in accordance with the Project Work Plan.

Subtask 2.2 Water Supply Management

Consultant will review existing data and file keeping for water supply resources and use, and develop a technical memorandum with the following:

1. **Water Supply Background** – Report search for documents associated with Oxnard water supply, including reports related to source descriptions, analysis, and background related to groundwater. Collect source documents and store electronically with City. Provide reference to file storage. Report will include reference to documents and brief description of said documents.
2. **Water Supply Ongoing Activities** - Overview of activities related to water supply management, including meetings required with groundwater management agencies, user groups and other; data collection; reporting requirements and analysis. Provide schedule and actions associated with activities.
3. **Scenario Analysis** - Develop and analyze scenarios, up to five, related to changing water supply, including reductions in groundwater and development of alternative water supplies (i.e. Indirect Potable Reuse or seawater desalination). A cost loaded Excel spreadsheet tool will be developed for analysis. Provide summary of results of various scenarios and related actions to each. This task includes a meeting with City staff to develop scenarios and desired functions for spreadsheet tool.
4. **Recommendations** - Provide recommendations for process related to ongoing activities, including staff time, key staff to include, tracking discussions/actions and include a description for each action related to the need/interest for City participation in these actions.

Services related to ongoing activities, including record keeping of activities and log of actions, will be by City staff

- **Deliverables:** Excel spreadsheet tool, used for scenario analysis, will be provided. PDF Technical Memorandum will be delivered to the City for review and comment; a final

version will be created and delivered in PDF format. The PDF will be stored electronically with the City in accordance with the Work Plan. A hard copy will be provided in a binder labeled Water Supply Management, and maintained in accordance with the recommendations provided in the Technical Memorandum. The binder will be stored at the City Water Campus.

CONSULTANT WILL UNDERTAKE THE FOLLOWING AS PART OF FUTURE PHASE(S) OF TASK 2:

Subtask 2.3 Water Quality Management

Consultant will review existing data and file keeping related to City water quality. Develop a technical memorandum with the following:

1. **Water Quality Background** – Report search for documents associated with Oxnard water quality, including reports related to source water quality, analysis, and background related to groundwater. Collect source documents and store electronically with City. Provide reference to file storage. Report will include reference to documents and brief description of said documents.
2. **Record Keeping** – Summarize current record keeping and analysis related to water quality. Include discussion of required items per California Department of Public Health, such as distribution sampling and updating of Public Health Goals.
3. **Target Blending Strategy for Current Goals** – Overview of current water quality goals for distribution water. Comparison to surrounding agencies and California Department of Public Health primary and secondary limits. Discussion of historical water quality and water quality goals.
4. **Scenario Analysis** - Develop and analyze scenarios, up to five, related to varying water quality, including impacts on available and future water supplies. A cost loaded Excel spreadsheet tool will be developed for analysis. Each scenario will provide a cost impact for a one year period. Description of issues and benefits for each will be provided. This task includes a meeting with City staff to develop scenarios and desired functions for spreadsheet tool.
5. **System Modifications** – Provide an analysis of options for improving water quality, related to chemical addition (i.e. fluoride not needed), flushing, and instrumentation/monitoring/sampling.
6. **Recommendations** - Provide recommendations for changes to water quality, record keeping, sampling operations, system operation, monitoring and potential phasing of changes. Costs and staff time associated with each recommendation will be considered.

Services related to ongoing activities, including record keeping of activities and log of actions, will be by City staff.

- Deliverables: Excel spreadsheet tool, used for scenario analysis, will be provided. PDF Technical Memorandum will be delivered to the City for review and comment; a final

version will be created and delivered in PDF format. The PDF will be stored electronically with the City in accordance with the Work Plan. A hard copy will be provided in a binder labeled Water Quality Management, and maintained in accordance with the recommendations provided in the Technical Memorandum. The binder will be stored at the City Water Campus.

Subtask 2.4 Update Water Conservation Plan

Develop an update to the 2010 Water Conservation Plan. Sections will include the following:

1. Introduction and Approach
2. Oxnard Market Analysis
3. Market Opportunities
4. The Stakeholder Process and Potential Program Concepts
5. Conservation Programs and Implementation Plan

Effort includes five (5) meetings with City staff.

Deliverables: Prepare a draft for review by the City. Attend a draft review meeting to review comments by City staff. Provide updates to the draft and deliver a final PDF and 10 hard copies of the final report.

Subtask 2.5 Update Public Health Goals

Pursuant to the California Health and Safety Code, Section 116470, the City of Oxnard is required to prepare a Drinking Water Public Health Goals Report every three years. The last report was prepared in 2013, which mandates that a new report be provided in 2016, with the effort to start in 2015.

Consultant will review the 2013 Public Health Goals Report and update based on information collected from the City and the requirements of the Department of Public Health and California Health and Safety Code, Section 116470(b). The report will include the following sections:

1. Executive Summary
2. Introduction
3. City of Oxnard Water Sources
4. Comparison of Notification Levels (formerly Action Levels), Maximum Contaminant Level Goal, Public Health Goals, and Maximum Contaminant Levels to Detected Levels of Constituents
5. Updates on health effects information and treatment technology improvements since 2010
6. Updated Treatment Options and Costs
7. Recommendations for Further Action

Three (3) meetings are included as part of the scope of services.

- **Deliverables:** Five (5) copies of the Draft Report will be submitted for the City's review. A meeting/ workshop will be held to obtain input from the City and receive comments on the draft Report. Following receipt of the City's comments on the draft document, advance the draft Report and provide five (5) copies of the Pre-Final Report for City to review integration of comments and confirm for final printing. Following receipt of the City's comments on the pre-final document, produce twenty-five (25) copies of the final report and distribute as directed by the City.

Subtask 2.6 Update Landscape Standards and Landscape Audits

Review existing potable water landscape standards, to be provided in CAD format, and previous efforts related to updating. Provide support in updating and finalizing the potable water landscape standards.

Provide up to 150 hours of onsite staff support for completion of irrigation site audit(s) for large irrigation customers.

- **Deliverables:** Updated potable water landscape standards and audit report(s).

Task 3 – Permitting Phase 1 \$36,588 (Estimated future authorization(s) \$88,399)

Task 3.1 Regulatory Status Assessment

Conduct a regulatory status assessment to establish the current status and regulatory position for each permit and environmental agreement associated with Water Division operations and the California Department of Public Health and Ventura County Department of Public Health. Identify permitting deficiencies & develop a strategy and implementation plan to expeditiously address deficiencies.

- **Deliverables:** Provide a technical memorandum summarizing the permits, ongoing actions/updates, upcoming permits, City staff position assigned, required consultant tasks and budget/hours required annually by City/consultant staff for required efforts. Technical memorandum includes a draft, draft review meeting and final version.

CONSULTANT WILL UNDERTAKE THE FOLLOWING AS PART OF FUTURE PHASE(S) OF TASK 3:

Task 3.2 Regulatory Meetings

Participate in meetings and communications with regulatory agencies (3 meetings/10 hrs for transportation, attendance and meeting notes)

- **Deliverables:** Meeting notes for three (3) regulatory meetings.

Task 3.3 Environmental Management System

Assist the City in the development of an Environmental Management System (EMS). In operation with City staff, develop a comprehensive management tool to track, budget and implement periodic tests; manage data, establish calculation methods, assess external resources, manage compliance reports and permit renewals. In concert with City staff, update, augment and/or develop regulatory oversight procedures. Regulatory monitoring and administrative procedures will be tied into EMS.

- Deliverables: Environmental Management System tool.

Task 4 – Plant Optimization Phase 1 \$526,896 (Estimated future authorization(s) \$1,042,600)

The following tasks are related to plant and system optimization, development of maintenance and capital improvement projects, updating the computerized maintenance management system and development of technical memorandums and reports related to immediate improvement/replacement needs.

Subtask 4.1 Blending Station No. 1 Optimization Study

Assess existing facility and develop Technical Memorandum covering the following areas:

1. Background – Provide an overview of facility and current operation.
2. Current deficiencies – Following site investigation, review of previous studies, and interviews with staff, develop a list of deficiencies/improvements, including cost, impact of not addressing or benefit of improving.
3. Hydraulic Analysis (Water and Brine) – Analyze hydraulic constraints at discharge point for both blended water and brine discharge. Develop concepts for required improvements or facility modifications. This may include use of Blending Station No. 6, increasing distribution piping, brine line or expansion of brine discharge to two separate trunk sewers (i.e. Central and Rose).
4. Expansion Drivers – Provide a discussion on potential drivers for expansion, including increase in water demand, available water credits, increased use of groundwater, or less expensive source of water.
5. Expansion Requirements – Provide a summary of major elements required for expansion, including wells, Reverse Osmosis (RO) system, brine discharge, Blending Station No. 6, booster pumps, chemical systems, electrical, cartridge filter and other key components. A summary of required studies and implementation schedule will be provided.
6. Cost Analysis and Schedule – Provide a conceptual cost estimate and return on investment for expansion, including development of cost of water of Desalter blended water versus imported water. Provide present day value analysis of using imported water versus expanded desalter water. Include a schedule for implementation and a 10 year CIP.

7. Recommendations and Alternatives for future Consideration

- Deliverables: Provide a draft in PDF format. Following review with City staff, develop and submit a final PDF.

task 4.2 Blending Station No. 7

Prepare a Technical Memorandum describing the potential use of a Blending Station No. 7, including water supply infrastructure, hydraulic impacts, avoided infrastructure improvements associated with the new project, expected demand, cost, and schedule. The Technical Memorandum will include schematics and conceptual siting/layout.

- Deliverables: Provide a draft in PDF format. Following review with City staff, develop and submit a final PDF.

task 4.3 Automated Meter Reading (AMR) Device Replacement

The existing system is reaching the end of its useful life and has experienced multiple failures. Prepare a Technical Memorandum with the following sections/tasks:

- Background – Overview of existing system. Status of current condition.
- Alternatives Analysis – Summarize options, including cost and benefit of each. Facilitate presentations by vendors with City staff. Provide technical support in comparing alternatives and addressing Operator concerns. Review latest technology advances and review of cost changes. Review technology add-ins for phased implementation if deemed financially beneficial.
- Recommendation – Include recommendation, implementation steps, quantify labor savings associated with implementing replacement. Project Return of Investment (ROI) for AMR replacement program.
- Procurement Support – Provide support in developing a Request for Proposal (RFP) for replacement of existing meters and integration.

These efforts identified above are included in Phase 1.

Phase 2, Consultant will oversee implementation of the AMR Replacement program following approval of Technical Memorandum. Efforts assumed to include 300 hours of staff effort. Consultant will coordinate efforts with Master Plan consultant.

- Deliverables: Report will include a draft and final. Consultant will provide three meetings, including kick-off, alternatives analysis and draft review.

Task 4.4 Bypass Pipe Survey

Review previous efforts related to survey of existing 3-inch and greater meters/bypass. Develop standard checking procedures, schedule, documentation protocol, labor requirements associated with efforts and estimate savings of program. Prioritize by customer water use. Project ROI for program implementation.

- Deliverables: Letter documenting task, results, actions and savings.

Task 4.5 Spare Parts/Maintenance

Assess current critical spare parts inventory only with long lead time and can lead to a significant system failure causing a permit violation, health and safety impact, etc. Assess current maintenance practices. Develop prioritized list of spare parts and associated costs. Recommend procurement method and implementation schedule. Identify opportunities for utilizing existing city resources for maintenance needs. Provide inventory/maintenance practices and procedures.

- Deliverables: Technical Memorandum documenting task, results, actions and savings.

Task 4.6 Emergency Project Implementation

The City of Oxnard has identified multiple systems, nearing or at failure, which require immediate attention. In support of optimizing the City's water system, Consultant will provide technical support in development of corrective actions. Consultant will provide development of procurement documents, bid support and construction phase support. Since emergency type projects may not be fully defined, approximately 2,280 hours are provided for projects as needed; Phase 1 includes 1,140 hours and Phase 2 includes 1,140 hours. Scope and fee for each project will be confirmed prior to Notice to Proceed. These may include immediate projects such as:

- HVAC at North Electrical Room – heat issues at this facility are causing significant risk for failure of key electrical equipment for water supply wells (No. 20, 22, and 23).
- Automated Meter at Springville Reservoir – this valve and flow-meter are at the end of their useful life and present risk in the event of a failure of the Oxnard Conduit.
- Blending Station No. 2 – This station is required to be operational during shutdowns. Currently, the station can only be operated in manual mode.
- Cathodic Protection – City staff have indicated that 3 of 10 cathodic protection units along the Del Norte and Industrial Lateral are not operational.
- Replace Grass Pavers – replace grass pavers at Water Campus with asphalt.
- Continuous Analyzer at Blending Station No. 4

- Deliverables: Technical Memorandum (Draft/Final) and Design documents (30, 60, 90, Final).

CONSULTANT WILL UNDERTAKE THE FOLLOWING AS PART OF FUTURE PHASE(S) OF TASK 4:

Subtask 4.7 Channel Islands Beach Community Service District Negotiation Support

The City of Oxnard maintains five emergency turnouts for supplying emergency water to the Channel Islands Beach Community Services District (CIBCSO). The meters are currently read monthly, however, there is no agreement in place for billing. Consultant will prepare a Technical Memorandum describing the proposed agreement key points, and attend meetings supporting development of the agreement (3 assumed).

- Deliverables: Provide a draft in PDF format. Following review with City staff, develop and submit a final PDF.

Subtask 4.8 Oxnard-Hueneme Pipeline Contract Negotiation Support

The contract with United Water Conservation District (UWCD) for use of the Oxnard-Hueneme (O-H) Pipeline expires in 2016 and a notice to UWCD for renegotiation must be issued over a 12 month period starting in July 2014. Consultant will prepare a Technical Memorandum describing the current contract, current use, original intended purpose and outline potential for future use of the pipeline.

Provide ongoing support related to renegotiation of contract. Assumed to include up to 10 meetings (2 hrs per meeting for attendance and an additional 2 hrs/meeting for analysis/support effort).

- Deliverables: Provide a draft Technical Memorandum in PDF format. Following review with City staff, develop and submit a final PDF.

Subtask 4.9 Emergency Water Supply Connections

The City of Oxnard owns several small emergency connections with the CIBCSO, and had previously developed plans for an emergency interconnection with the City of Ventura, which has not been implemented. Consultant will prepare a Technical Memorandum covering the following sections:

1. Background – Define the need for emergency connections and identify points of vulnerability such as the failure of the Oxnard Conduit which supplies imported water. Summarize any previous efforts completed related to this infrastructure. Collect source documents and store electronically with City. Provide reference to file storage. Report will include reference to documents and brief description of said documents.
2. Existing Connections - Summarize and assess condition of existing connections.
3. Ventura Connection – Summarize the cost and benefit of this planned infrastructure. Assess previous efforts and outline additional efforts for completion.

4. Future Connections – Evaluate options for additional connections related to perceived vulnerabilities. Options include connection between the Oxnard Conduit and Del Norte Pipeline (between Springville Reservoir and Blending Station No. 4).
5. Alternatives Analysis – Evaluate the option of emergency repairs, including time required for such repairs and the potential need to store spare pipe for larger diameter lengths. Investigate the option of coordinating with Calleguas Municipal Water District on use of their existing spare pipe storage. Identify the length of time available that can be served by other water sources.
6. Cost and Benefit Analysis – Evaluate identified options based on cost, benefit and risk.
7. Recommendations and Emergency Response Plan – Provide recommendations and a stand-alone emergency response plan for various scenarios related to high risk failures (i.e. failure of Oxnard Conduit, Del Norte Conduit, O-H Pipeline).

Facilitate presentation of Emergency Response Plan to Operations Staff.

- Deliverables: Provide a draft in PDF format. Following review with City staff, develop and submit a final PDF. The Emergency Response Plan will be provided as an Appendix for future use as a stand-alone document.

Task 4.10 Ocean View Emergency Supply

In 2008 the City of Oxnard annexed the Ocean View Municipal Water District (OVMWD) which assigns responsibility of providing water to customers served by this system. This area is served by water through a contract with United Water Conservation District and is not annexed into the Metropolitan Water District service area, which means that during UWCD shutdowns, the system cannot be supplied by City of Oxnard distribution water as it is blended with CMWD supply.

Consultant will develop a Technical Memorandum providing the following sections:

1. Overview of OVMWD – Provide background on system, constraints, and figure illustrating infrastructure, customers (residential or agricultural) and proximity to water supply infrastructure.
2. Opportunities for Emergency Supply – Including use of Blending Station No. 6 to supply system during shutdown, which requires agreement with CMWD. Alternatively, identify supply from adjacent infrastructure requiring capital improvements.
3. Recommendations – Provide comparison of alternatives and recommendation, including estimated cost and schedule for implementation.

- Deliverables: Provide a draft Technical Memorandum in PDF format. Following review with City staff, develop and submit a final PDF.

Subtask 4.11 Oxnard Conduit Condition Assessments

The Oxnard Conduit is a key piece of supply infrastructure for imported water and is nearing 60 years old. A failure of this pipeline presents risk, specifically in areas adjacent to the 101 Freeway. The pipeline has experienced at least one failure in the past 5 years. Consultant will develop a Technical Memorandum with the following sections:

1. Background – Provide an overview of the Oxnard Conduit, including age, material, previous studies, failures, and current use.
2. Condition Review with Current Data – Collect and analyze data from previous studies of the Oxnard Conduit and develop an opinion of condition.
3. Overview of Risks and Expected Failure – Consultant will use the calibrated/updated model developed as part of the Master Plan Update.
4. Options for Assessment and Rehabilitation – Evaluate options for assessment and rehabilitation. Evaluate feasibility and contractual needs for using CMWD spare pipe inventory in case of emergency.
5. Cost and Benefit – Provide a cost/benefit analysis of the rehabilitation alternatives.
6. Recommendations – Develop implementation plan for future studies/investigations and immediate repairs. Include 10 year CIP.

Initial findings will be included in the Master Plan effort. Facilitate execution of recommended actions, assumed to include procurement, oversight and technical review of physical condition assessment is assumed for Phase 2.

- Deliverables: Provide a draft in PDF format. Following review with City staff, develop and submit a final PDF.

Subtask 4.12 Security Assessment and Improvements

The City's Water Division security system includes features nearing 10 years in age and a keying system which is 14 years old. In addition, security at Blending Station No. 2 is not consistent with other blending stations. Due to the age of this technology and the potential risk associated, the following scope is provided.

Consultant will review existing security systems related to condition, capabilities, status of technology and coverage. Security features such as security cameras, access, staffing and physical features (i.e. fences) are included in the review. Effort will include an onsite assessment and meeting with City staff to determine needs and future projects.

- Deliverables: Technical Memorandum documenting task, results, recommendations and phased CIP.

Subtask 4.13 Flushing Program

The City has not implemented a flushing program for over 20 years. The lack of a flushing program can result in the buildup of sediment and deposits which can increase pumping costs, reduce hydraulic capacity, increase chlorine degradation rate, and cause taste and odor problems. Using the calibrated hydraulic model provided by the Master Plan Consultant, Consultant will develop a flush program. The program will include identification of key areas (i.e. areas of long retention time, local quality complaints, low demand areas, etc.), specific details for unidirectional flushing, estimated labor for each flush, and a phased program for 5-10 years.

This task includes up to three (3) meetings with City staff.

- Deliverables: Technical Memorandum documenting the need, approach used for analysis, results of meetings with City staff, and implementation plan. The Technical Memorandum will include specific plans for unidirectional flushing, attached as an Appendix, for key initial areas.

Subtask 4.14 Infrastructure Reviews

As future development occurs in the City, the need for Infrastructure Reviews to determine impacts and resulting improvements are required. These studies allow for appropriate improvements to be identified and the associated cost assigned to the Developer. This process protects both the Developer and City from impacts associated with delivering services that do not meet City standards. Using the calibrated hydraulic model developed by the Master Plan Consultant, Consultant will provide up to two (2) Infrastructure Reviews, depending on complexity of Development. This task includes up to four (4) meetings with City staff.

- Deliverables: Technical Memorandum (Draft/Final). Format of the Technical Memorandum will follow current standards, including demand development, analysis and results for water, sewer and recycled water systems.

Subtask 4.15 Water Campus Master Plan Update

Update existing Water Campus Master Plan based on recent projects and staff needs. Include additional sections related to parking, storm water runoff and condition assessment. Identify potential for acquiring adjacent Bus Yard, and/or other adjacent properties, for expanded Water Campus use (i.e. wells, facilities, parking, etc.).

- Deliverables: Water Campus Master Plan Update Report (Draft/Final).

Subtask 4.16 Valve Exercising Program

The City does not have a valve exercising program. A valve exercising program is important because it allows the City to obtain detailed information regarding existing system valves, including type, size and location. It also allows the City to identify and replace failed valves; this is of particular value since properly maintained valves are critical to isolating the system in the event of a main break. Consultant will develop a Technical Memorandum which summarizes past efforts, need for program, cost/benefit analysis and implementation plan.

his task includes up to three (3) meetings with City staff.

- Deliverables: Technical Memorandum (Draft/Final).

Subtask 4.17 Chemical Building III

Review current design and provide recommendations for modifications, including removal of the fluorosilicic acid system. Develop cost/benefit analysis of project and provide assistance in subsequent project development.

- Deliverables: Letter documenting task, results, actions and savings.

Subtask 4.18 Blending Station No. 2 Improvements

This aging blending station presents opportunities for improvements related to Health and safety, optimizations, control/instrumentation, security and replacement of aging infrastructure. This facility is critical during shutdown of other blending stations and is currently not automated due to the age of equipment.

Develop a Technical Memorandum with the following sections:

1. Background – Summarize any previous efforts completed related to this infrastructure. Collect source documents and store electronically with City. Provide reference to file storage. Report will include reference to documents and brief description of said documents.
2. Assessment – Conduct field and staff investigations related to required improvements. Summarize the following related to each improvement: condition, need, cost and benefit.
3. Implementation – Develop schematics and figures showing conceptual improvements. Provide detailed design for minor/immediate improvements and provide implementation plan for remaining improvements.

- Deliverables: Technical Memorandum (Draft/Final).

Subtask 4.19 Coordinate Computerized Maintenance Management System (CMMS)

Consultant will perform the following tasks:

- Provide input on software selection and updates for the City-wide CMMS system. Develop pro/cons Technical Memorandum for different systems, including comparison of combined system with other City divisions and independent, focused software.
- Review and assemble existing data for incorporation in CMMS.
- Review and assemble new data for incorporation into CMMS.
- Review test notice emailing capability, adjust to allow for emailing to multiple addresses.

- Data input for incorporation of existing information (i.e. backflow devices, RO equipment, etc) into selected CMMS, including oversight review.
- Data input for incorporation of new information into selected CMMS including oversight review.
- All CMMS related software will be purchased by the City.
- The scope of work associated with data entry to support CMMS update is based on a maximum of 300 hours of engineer/technician support.
- City will provide access to needed information for data development and input relative to CMMS updates. The scope assumes all data is available from City provided documentation.

► Deliverables: Technical Memorandum documenting task, results, actions and savings.

Task 5 - Organization Support Phase 1 \$485,818
Estimated future authorization(s) \$273,066

Subtask 5.1 Review and Update Health and Safety Procedures

Consultant will provide approximately 485 hours to support the following tasks for Phase 1:

1. Coordinate tasks with similar efforts associated with the Wastewater Division.
2. Identify updates to existing health and safety program and associated documentation.
3. Participate in workshops (assume 2 workshops) with City staff to identify existing and potential safety issues.
4. Support the development of goals, objectives, policies and procedures for safety program.
5. Identify safety resources needs and assist City staff to develop a safety program strategic plan.
6. Update existing health & safety training plan and assist City staff in making necessary modifications.

Consultant will provide approximately 485 hours to support the following tasks for Phase 2:

7. Coordinate staff safety training course work requirements with City staff (including Train-the-Trainer courses) & establish training schedules (doesn't include actual training classes).
8. Update existing procedures for responding to emergencies, such as those involving an employee, injury to a member of the public or damage to water facilities.
9. Provide support to City staff in investigating employee accidents to determine cause, effect, liability and prevention methods (assumes maximum of three incidents per year).

10. Support City's analysis of accident reports to determine frequency, loss trends & jointly recommend methods/procedures for mitigation.
11. Assist City staff in the identification of safety improvement opportunities with respect to work processes and procedures.
12. Identify potential safety improvements with Section management and assist in the implementation of final improvements.

Subtask 5.2 Operations and Maintenance (O&M) Manuals

Consultant will perform the following tasks:

- Coordinate tasks with similar efforts associated with Wastewater Division.
- Assess existing O&M documentation.
- Prepare plan outlines and formats for City review. The basic outline of the O&M Manual is assumed to be as follows:
 - Section 1 – Introduction and Facility Overview
 - Section 2 – Record Drawings and Process Flow Schematic
 - Section 3 – Process Description
 - Section 4 – Safety Features and Emergency Information
 - Section 5 – Start-up, Normal Operation and Shutdown Procedures
 - Section 6 – Routine and Long-Term Maintenance Procedures
 - Section 7 – Troubleshooting
 - Section 8 – Manufacturers Service Representatives
- Prepare O&M manual for Blending Station No. 1, 2, 4, 5 and 6. O&M Manuals will be consistent with Blending Station No. 3 O&M Manual. Blending Station No. 7 O&M Manual by design engineer. Blending Station No. 1 O&M Manual will include Desalter (includes overall startup and shutdown procedures) and supplemental Water Campus facilities (i.e. stand by generator and other support facilities).
 - Phase 1 includes Blending Station No. 1 and 6 O&M Manual
 - Phase 2 includes Blending Station No. 2, 4 and 5 O&M Manual

Meet with City for plan preparation and review (five 2-hour meetings plus preparation time).

Subtask 5.3 Recommend Changes to Current Administrative Procedures (joint recommendations)

Consultant will perform the following tasks:

- Coordinate tasks with similar efforts associated with the Wastewater Division.
- Identify updates to existing administrative and management procedures.

- Prepare gap assessment of procedures and policies.
- Assist City staff in updating policies and procedures for water section administration.
- Develop administration and management training program and provide training to section management staff.
- Meet with City staff for plan preparation and review (assume four 2-hour meetings plus preparation).

Subtask 5.4 Update Records Keeping Procedures and Establish Policies for Hard Copies and Electronic Records

Consultant will perform the following tasks:

- Coordinate tasks with similar efforts associated with the Wastewater Division.
- Assess existing record keeping procedures.
- Prepare general gap assessment of procedures and policies.
- Assist City staff in preparing updates to policies and procedures for record keeping.
- Provide training to staff for record keeping.
- Attend meetings with City for plan preparation and review.
- Support record keeping procedures related to digitizing files, eliminating old drafts, centralizing and organizing digital documents and manage ongoing record keeping.

Subtask 5.5 Organization Study

Consultant will perform the following tasks:

- Coordinate tasks with similar efforts associated with Wastewater Division.
- Assess current organizational structure.
- Prepare benchmarking evaluation against similar water service organizations.
- Prepare summary of best practices based on organizational assessment and benchmarking.
- Prepare gap analysis of water section based on organizational assessment.
- Prepare recommendations for organizational improvements based on results of study.
- Meet with City staff during study preparation and review.

Subtask 5.6 Develop Training Program

Consultant will perform the following tasks as part of Phase 1:

- Coordinate tasks with similar efforts associated with the Wastewater Division.
- Assist City staff in updating O&M position descriptions & responsibilities.

- Review existing training programs & schedules.
- Perform gap assessment of training programs.
- Develop recommendations for additional training requirements & frequency.

Consultant will perform the following tasks as part of Phase 2:

- Create position training matrix for review by the City.
- Develop updates to existing training program including state certification goals.
- Coordinate staff training with City staff (including Train-the-Trainer courses).
- Develop appropriate training materials to be presented by Trainer.
- Assist City staff in training all operations, maintenance and regulatory compliance staff. Consultant will present first of each training session and observe/support the City Trainer in subsequent sessions.
- Meet with City staff during development of training programs.
- Provide Senior and Supervisor Training Management
- Develop centralized tracking method for monitoring completed trainings

Subtask 5.7 Procurement Documents

Consultant will provide the following efforts related to development of City procurement documents:

- Coordinate effort with other City divisions.
- Work with City Staff to define small projects in order to define need for on-call Contractors for small repair projects. Benchmarking of similar/neighboring cities related to on-call Contractors.
- Quantify benefits of using on-call Contractors.
- Develop appropriate procurement procedures similar to those established by the California Department of Industrial Relations, and assist in qualifying of Contractors.
- Consultant will provide assistance for procurement of a SCADA on-call consultant. This effort includes development of needs/scope, procurement documents, assistance in RFP process, and development of standardized monitoring of task order development and budget monitoring.

Task 6 - Support Phase 1 \$28,650
Estimated future authorization(s) \$101,080

Subtask 6.1 Review Water Division Agreements

Consultant will develop a technical memorandum with the following:

1. Existing Water Agreement – Report search for documents associated with Water Division Agreements. Collect source documents and store electronically with City. Provide reference to file storage. Report will include reference to documents and brief description of said documents.
2. Summary of Expiration Dates and Required Actions – Provide a tabulated summary of documents, including expiration dates. Provide brief summary of potential actions and recommendations associated with contracts with an expiration date before 2017.
3. Appendices – Provide all contracts in Appendices.

Provide services related to ongoing activities, including record keeping of activities and log of actions.

- Deliverables: PDF Technical Memorandum will be delivered to the City for review and comment; a final version will be created and delivered in PDF format. The PDF will be stored electronically with the City in accordance with the Work Plan. A hard copy will be provided in a binder labeled Water Division Agreements. The binder will be stored at the City Water Campus.

CONSULTANT WILL UNDERTAKE THE FOLLOWING AS PART OF FUTURE PHASE(S) OF TASK 6:

Subtask 6.2 Implementation of Recordkeeping Procedures

Implement the recordkeeping procedures developed in Subtask 5.4. Effort includes 280 hours of support.

Subtask 6.3 Develop Operating Budget

Provide assistance in development of an operating budget. This includes development of costs; Consultant assumes City staff will provide requested City financial data. The format of the budget will be approved prior to task initiation. A draft and final will be provided and up to 10 meetings with operations staff, financial department and City staff is assumed.

- Deliverables: A tabulated binder, labeled Operation Budget, will be developed for storing all related documents associated with development of the operation budget. Electronic files will be stored in accordance with the Work Plan.

Task 7 - Transition Support Phase 1 \$29,351
Estimated future authorization(s) \$0

Consultant will update and support the development of position descriptions for the Water Enterprise. Recommendations for position qualifications will be developed with City staff and compensation levels will be evaluated for similar positions in the state. Consultant will support the City in preparation of recruitment advertisements and make recommendations for posting of open positions in appropriate outlets. Consultant will assist the City in gathering applicant information and preparation of initial paper ranking (assumes 4 positions). Consultant will assist in setting up and coordinating information for an outside evaluation board and internal review board.

**WATER PROJECTS
SCOPE OF SERVICES
EXHIBIT A-1**

**Oxnard Water Operations
Amendment No.1, Phase 2 Services**

This scope is to augment the phase 1 Exhibit A services (City Agreement No. A-7700, dated July 22, 2014) except where noted in the original agreement as phase 2 or future phase this exhibit is to supersede those elements. Some of the phase 2 subtasks shown in the original agreement did not carry forward or may be included in a future amendment and thus the subtask subnumber is not used. A consolidated version of the entire scope will be submitted once the phase 2 scope is authorized.

TASK 0 – PROGRAM MANAGEMENT (\$187,561)

Task 0.3 – Prepare Monthly Progress Reports and Earned Value Analysis

Monthly progress reports will include summary of tasks completed, ongoing tasks and work performed, status of deliverables, data requests, earned value analysis and work scheduled for following month. Reports will be submitted with monthly invoices.

- Deliverables: Monthly reports (12 total). Phase 2 is for 12 months.

Task 0.4 – Project Management and QA/QC Coordination

This task includes coordination with the City and the project team, and quality control review. Overall project management, which includes planning, coordinating and managing task assignments, updating staffing plans and supervision of in-house staff, coordination with subconsultants, planning and monitoring of contract budget and schedule, managing progress to budget expectations, and coordination with the City and its other consultants, will be conducted by Project Manager, Greg Bradshaw (PM).

Provide senior technical review and implement quality assurance and quality control (QA/QC) measures throughout the project. QA/QC procedures ensure all work products provided to the City follow strict adherence to industry design standards. Phase 2 is for 12 months.

TASK 1 – PLANT OPERATIONS COORDINATION (\$205,102)

Task 1.1 – Project Meetings

Provide support as directed by City staff for the biweekly project status meetings. Prior to each bi-weekly meeting, Consultant will provide an update in City-provided PowerPoint format and distribute to internal City management. The meetings will not exceed one 2-hour meeting biweekly for 12 months.

- Deliverables: Updates will be delivered in PowerPoint format and saved in an electronic folder, as defined in the Project Work Plan. Hard copies will be maintained in a *Project Meetings* Binder and maintained at the Water Campus.

Task 1.2 – Management Meetings

Attend weekly meetings with Water Division Management staff including but not limited to the Water Division Manager, Chief Operators (Distribution, Metering, Water Treatment) and Seniors/Supervisors. For each meeting, provide a summary of discussion items and actions, log electronically in City files and distribute to internal City management. The total of meetings will not exceed one 2-hour meeting per week for a period of 12 months.

- Deliverables: Meeting notes will be delivered in PDF format and saved in an electronic folder, as defined in the Project Work Plan. Hard copies will be maintained in a *Management Meetings* binder, tabulated by meeting type noted above, and maintained at the Water Campus.

Task 1.3 – Operations Support

Consultant will provide as-needed support to Water Division staff as defined in the following categories with an upper limit of 720 hours:

- Project Execution – Provide support in administrative functions for the work involving City actions and/or changes to the existing operations.
- Program Development – Propose, present and support the divisional programs, Standard Operating Procedures, expansion of the groundwater system and blending stations and support City staff in developing a strategy for the implementation of master plan activities that meet the needs of the department/division program goals.
- Division Coordination – Coordinate with the City regarding the implementation of activities to meet programmatic division goals; provide information and resources to City officials, departments and other organizations as appropriate.
- Technical Assistance – Provide staff to analyze technical issues and challenges that face the Water Division and other departments/divisions. Assist in the preparation and presentation of staff reports and other necessary documents or correspondence to appropriate boards, groups and/or committees.
- Operations Support – Provide support for as-needed activities, operations and services of the City Water Division.
- Water Distribution & Water Meter Work Orders – Perform a trending analysis of work performed, and an audit of the time sheets particularly for overtime charged in each area. Deliverables include a trending analysis and audit of overtime in both hard-copy binder and electronic versions.
- Deliverables: Efforts associated with these tasks will be recorded in a *Management and Support Binder*, tabulated on the tasks above. The binder will be maintained at the City Water Campus. Electronic files will be stored in accordance with the Project Work Plan.

TASK 2 – WATER RESOURCES MANAGEMENT (\$647,744)

Task 2.1 – Water Conservation Program Support

As a sub consultant to Consultant, MNS Engineers will perform a variety of analytical, administrative, enforcement, and educational outreach duties in support of the City's water conservation, education and community programs. MNS Engineers will additionally perform community outreach and project management; and provide technical staff assistance to the Water Resources Division Manager.

MNS Engineers will provide support to water conservation program activities and coordinate with City's Water Conservation staff. Biweekly meetings will be held at the City's Water Campus to discuss conservation activities including reports of water waste, citations, water patrols, public outreach events, and conservation programs. MNS Engineers will facilitate reporting of water conservation activities including monthly reports on the State Water Resources Control Board (SWRCB) website, provide data and assistance with PowerPoint presentations as needed for Council updates, and participate in regional meetings such as the county-wide Water Use Efficiency group (monthly) and Metropolitan Water District (MWD) Conservation Coordinator meetings (bimonthly).

MNS Engineers will also participate in monthly City GREEN Team meetings to provide input on water conservation efforts City-wide. The program support covers a six-month period between November 2014 and April 2015.

MNS Engineers assumes that the Water Conservation activities and update of the Water Conservation Master Plan will be transitioned to a newly hired employee designated by the City in the future.

Task 2.2 – Water Supply Management

As a sub consultant to Consultant, MNS Engineers will serve as the interim Environmental Compliance and Supply Division Manager for a period of thirteen months, at a level of effort of 24 hours per week. In this role, MNS Engineers will implement and direct the City's water resource planning and policy-related activities to assure that Water, Recycled Water, Wastewater, and Stormwater programs consistently comply with established laws, guidelines and regulations; and provide executive policy level advice and perform administrative work in maintaining active liaisons with all organizations having water-related interests. MNS Engineers will also carry out comprehensive water and wastewater division planning, supply management, conservation, goals, and objectives; ensure customer service, public involvement and education, and stakeholder interactions are in concert with

organizational philosophies, values and principles; actively seek and provide resources and information needed by staff to perform assigned duties; prepare division recommendations on a variety of water resource public policy issues, procedural requirements, plans and ordinances; supervise program implementation activities, such as water quality monitoring, wastewater source control, cross connection control, code enforcement, technical assistance, water conservation, water resources safety and maintenance, and public outreach and education; attend, participate, and represent the City on a variety of in-house and regional technical and planning committees; respond to inquiries from the public regarding water resource problems/issues; facilitate effective interactions with and among professional and technical staff and peers, elected officials, outside agency staff, citizens and other stakeholders to ensure information is shared, involvement opportunities are available, and informed consent among affected interests is attained where possible; analyze complex regulations and related information.

The interim Environmental Compliance and Supply Division Manager will attend the following agency meetings on the City's behalf:

1. Fox Canyon Groundwater Management Agency
2. Watersheds Coalition of Ventura County
3. Bi-weekly meetings with Master Plan consultant
4. Association of Water Agencies of Ventura County
5. Las Posas Users Group
6. Santa Clara River Watershed Committee
7. Strickland Mutual Water Company
8. Santa Clara Wastewater

The interim management role is assumed to end in December 2015 and MNS Engineers will provide transition support.

Task 2.3 – Hardness Feasibility Evaluation

Consultant will review existing data and file keeping related to City hardness. Develop a technical memorandum with the following:

1. Water Quality Background – Summarize Oxnard water quality, including source water quality, analysis, related to hardness in the groundwater and blended supplies.
 2. Target Blending Strategy for agreed upon Goals – Discussion of historical water quality and develop metrics for hardness quality goals for distribution water. Comparison to surrounding agencies and industry recommendations for maintaining aesthetic quality goals.
 3. Scenario Analysis – Develop and analyze up to four scenarios related to methods for improving or lowering the finished water hardness content, including impacts on available and future water supplies. Description of issues and benefits for each will be provided. This task includes a meeting with City staff to evaluate available alternatives and the costs for each alternative.
 4. System Modifications – Provide a conceptual analysis for implementing recommendations.
 5. Coordination – Consultant will work in concert with Master Plan Consultant and City staff and will reference existing studies, reports and plans.
- Deliverables: PDF Technical Memorandum will be delivered to the City for review and comment; a final version will be created and delivered in PDF format.

Task 2.7 – Ventura County Regional Urban Landscape Efficiency Program (VC RULE)

The VC RULE program is a multi-agency effort, partially funded by Prop 84 grant funds to install efficient irrigation equipment and controls for large landscape customers. The VC RULE Program currently has a completion date of November 2015.

Consultant will assist the City in managing the VC RULE program and report regularly to the City on project progress. Consultant will also serve as the point of contact for the Labor Compliance Program.

Consultant will serve as the point of contact with Watersheds Coalition of Ventura County (WCVC); submit invoices, quarterly reports, insurance, bonds and assurances to WCVC to meet requirements of the Grant Agreement; assist the City in the maintenance of accounts in accordance with the Grant Agreement; serve as the point of contact for program participants particularly with regard to the Grant Agreement requirements; attend WCVC monthly meetings as to provide project status update.

Consultant will also perform the following tasks:

- Gather data from each project participant, including participating customers, 3 years of water demand, size of irrigated area, address, etc.
 - Maintain data submitted by WaterWise and participating agencies
 - Analyze data before and after each customer audit to assess water use reductions
 - Coordinate data acquisition from City's utility billing and GIS
 - Coordinate marketing efforts with participating agencies.
 - Monitor participating agency's budgets
 - Host kick off conference calls with each agency (6)
 - Coordinate with WaterWise on all matters regarding the Program
 - Work with WaterWise to remedy issues or challenges as they arise
 - Review irrigation survey results provided by WaterWise for customer sites to ensure retrofit is appropriate. Review recommended devices with WaterWise and participating agencies to develop a list of approved devices for installation
- Deliverables: Quarterly Reports as required by Division of Water Resources (DWR).

Task 2.8 – Internship Program Development

City Corps provides an array of support services to many City Departments, including the Utilities and Engineering Department. A structured Internship Program will be developed to document the education, training, duties, certifications, and career path for interns including a structured timeframe for progression through the program. Utilities and Engineering groups include Water, Wastewater, Environmental Resources, GIS, Survey, Stormwater, and Engineering Support. Some of these have sub-groups that will have unique internship programs. Internship programs will be developed for the following areas:

2.8.1 – Utilities & Engineering: Water Division

- Water Conservation
- Water Operations (Treatment, Distribution and Metering)
- Water Maintenance

2.8.2 – Utilities & Engineering: Wastewater Division

- Wastewater/Recycled Water Operations
- Wastewater/Recycled Water Maintenance
- Wastewater Collection
- Stormwater

2.8.3 – Utilities & Engineering: Environmental Compliance and Supply Management Division

- Environmental Resources

2.8.4 – Utilities & Engineering: Engineering & Maintenance Division

- GIS
- Survey
- Engineering Support (Process and Hydraulic Modeling)

2.8.5 – Design and Construction Services:

- Streets
- Engineering Support (CAD Drafting)

Project Meetings and Stakeholder Participation

To encourage involvement in the development of the Program, Consultant will coordinate with the stakeholders mentioned below. Consultant anticipates the following meetings/workshops will be held with the following stakeholders over the course of the Program development:

- Four (4) progress meetings with City Corps staff
- Five (5) coordination meetings with work groups
- Two (2) review meetings to discuss Draft and Final Internship Program Plans
- Provide program outreach by investigating existing local college programs at Ventura College and Oxnard College that support the educational requirement of an intern program (up to 4 days of support)
- Present draft elements of the program to Ventura County cities and agencies that share similar needs (up to 16 cities and agencies)

Consultant will attend each meeting. Consultant will prepare an agenda and take meeting minutes. Meeting minutes will be provided to the City for comments prior to finalization.

Develop Internship Program Plan

Consultant will develop an Internship Program Plan for City Corps and College applicants for each sub-group mentioned above. The Plan will document education, training, duties, certifications, and career path for interns including a structured timeframe for progression through the program. A Draft Internship Program Plan will be prepared for review by the City and City Corps. One Draft Internship Program Plan review workshop will be provided and comments will be incorporated into the Final Internship Program Plan.

It is assumed that the City will be responsible for the execution of the Internship Program Plan. It is also assumed that the City will provide details on any requirements related to existing City Corps grants to be incorporated into the Internship Program Plan.

- Deliverables: Draft and Final Internship Program Plan will be provided in PDF format.

Task 2.9 – AWPf Exhibit and Outreach Support

Consultant will prepare text descriptions for the proposed Science Center exhibits at the AWPf including display boards and fact sheets. The Science Center displays include: Engineering, GREAT Program benefits and map, AWPf, Sustainability, Water Resources Management, Planning, Stormwater, Water Supply, Water Treatment and Distribution, Wastewater and Recycled Water, Wetlands, Economics, Careers and Call to Action. Consultant will provide text descriptions for each area, background photos or drawings, and concepts for other visual aids. The text will incorporate two panels at each display area.

Consultant will coordinate with the City and the City's designer, Kismet, to discuss themes and content. Draft text will be provided for discussion and review by the City and Kismet. Final text will be prepared for Kismet to incorporate into graphic displays.

Conference calls and meetings will be held over the course of the project as needed to discuss and review materials as they are developed. Consultant anticipates a total of ten conference calls/meetings.

- Deliverables: Draft and Final exhibit text.

Task 2.10 – 2015 Urban Water Management Plan

As a sub consultant to Consultant, MNS Engineers will prepare updates to the 2010 Urban Water Management Plan. The Guidebook for preparation of 2015 Urban Water Management Plan (UWMP) is expected to be released by the Department of Water Resources by July 1 2015, and submittal of the 2015 UWMP is due to DWR by July 1, 2016.

The 2015 UWMP will incorporate legislative changes. New sections will be included for Demand Management Measures, Water Loss Reporting, new DWR standardized forms, and other updated methodologies as prescribed by DWR. On the City's behalf, data will be uploaded to DWR's Online Submittal website. The 2015 UWMP will contain the following sections:

- Section 1 – Plan Preparation
- Section 2 – System Description
- Section 3 – System Demands
- Section 4 – Target and Baselines
- Section 5 – System Supplies
- Section 6 – Water Reliability
- Section 7 – Water Shortage Contingency Plans
- Section 8 – Demand Management Measures
- Appendices

Draft Guidelines for Sections 1, 2, and 3 have been developed by DWR, upon which the scope of services is based. MNS Engineers has estimated the level of effort based on the Draft Guidelines for these sections. Draft Guidelines for Sections 4 through 8 are pending and MNS Engineers has estimated a level of effort for these sections based on the 2010 UWMP Guidelines as a start. When the Guidelines are released in July 2015, MNS Engineers will determine if additional scope is to be included as part of a future amendment.

DWR will host a series of webinars and workshops related to the 2015 UWMP Guidance Document. MNS Engineers will participate in these events on the City's behalf. Webinars are anticipated as follows:

- January 2015 – Section 6 Water Reliability
- February 2015 – Section 7 Water Shortage Contingency Plans
- March 2015 – Section 4 Baselines and Targets, Section 8 Demand Management Measures
- April 2015 – Public Hearing on Draft UWMP Guidebook

Section 1 – Plan Preparation

This section includes coordination and outreach as well as Plan adoption and submittal. MNS Engineers anticipates coordination will be needed with Calleguas Municipal Water District, United Water Conservation District, County of Ventura, Port Hueneme Water Agency, Proctor and Gamble, and Oxnard Chamber of Commerce. MNS Engineers will attend meetings and conference calls with these agencies to gather data and share information for the preparation of the plan. DWR's Table 1 will be prepared.

MNS Engineers will assist the City in the preparation of the Notice of Availability for the 2015 UWMP and information necessary for the public hearing, including preparation of the adoption resolution. The adoption resolution will be included as an appendix in the 2015 UWMP. Compact discs will be provided for submission to DWR and the State Library. A pdf version of the 2015 UWMP will be provided for the City to upload to the City's website.

Supporting documents will be provided including existing California Urban Water Conservation Council (CUWCC) BMP reports, the most recent Groundwater Management Plan, and a GIS shape file of the service area (provided by the City).

Section 2 – System Description

A GIS shapefile will be provided by the City delineating the service area and any areas within the service area boundary NOT served by the City. Any annexations or consolidations since the 2010 UWMP will be included. DWR's Table 2 will be completed.

A description of the proportion of the area built-out versus future development will be provided. MNS Engineers will provide information on temperature and precipitation patterns and describe the known and expected impacts of climate change. The service area population will be provided, including the sources of the estimates and DWR's Table 3 will be completed for current and projected population through 2035. MNS Engineers will provide a

description of the City's demographics, including large industrial users, mix of housing and economic demographics that may affect water use.

Section 3 – System Demands

MNS Engineers will evaluate the City's water demands by sector including single-family residential, multifamily, commercial, industrial, City landscape, and agricultural. DWR's Table 3-1 will be completed to report Potable Water Use by Sector for 2010 and 2015 and projections will be prepared through 2035. A narrative description will be prepared describing how demand projections were estimated. Table 3-2 Potable Water Sales to Other Agencies will be prepared for sales to Port Hueneme Water Agency. Tables 3-3 Non-Potable Water Use by Sector and 3-4 Non-Potable Sales to Other Agencies will be prepared, which for the City will be zero.

MNS Engineers will assist the City in preparing water loss worksheets as an Appendix. It is expected these will follow AWWA Guidelines. MNS Engineers will assist the City to develop water savings from Codes, Standards, Ordinances, or Transportation and Land Use Plans and complete Table 3-6.

MNS Engineers will coordinate projections for water use to Calleguas and United Water Conservation District as the water wholesaler. MNS Engineers will estimate the lower income water use projections for single-family and multi-family housing units in the housing element of the City's General Plan using the methodology prescribed by DWR and complete Table 3-7.

Section 4 – Baselines and Targets, Section 5 – System Supplies, Section 6 – Water Reliability, Section 7 – Water Shortage Contingency Plans, and Section 8 – Demand Management Measures will be prepared in accordance with the Guidelines as they are published in July 2015.

MNS Engineers will provide sections to the City for review as they are completed to simplify the review. MNS Engineers anticipates progress meetings will be held with the City over the course of the development of the 2015 UWMP and have budgeted for four (4) progress meetings and two (2) workshops.

- Deliverables: Draft and Final UWMP delivered in PDF format.

TASK 3 – PERMITTING (\$190,111)

Task 3.3 – Environmental Management System

Assist the City in the development of an Environmental Management System (EMS). In cooperation with City staff, develop a comprehensive management tool to track, budget and implement periodic tests, manage data, establish calculation methods, assess external resources, manage compliance reports and permit renewals. In concert with City staff, update, augment and/or develop regulatory oversight procedures. Regulatory monitoring and administrative procedures will be tied into EMS.

- Deliverables: Environmental Management System tool.

Task 3.4 – Update Accidental Release Prevention Program for Aqueous Ammonia System

The State of California Accidental Release Prevention (CalARP) Program requires a Risk Management Plan (RMP) be completed and submitted to the County Administration Agency for review. The City completed the RMP initial report in 2003 for the aqueous ammonia systems at Blending Stations No. 1 and 3. Every five years a re-certification of the entire program must be completed and the updated, re-certificated documents transmitted to the County Authorized Agency (AA). Consultant will provide the following services in support of updating the RMP:

- Review existing documents, incorporate updated Process Hazard Analysis (PHA), Offsite Consequence Analysis (OCA) and Prevention Program (PP) elements.
- Prepare 5 binders with updated documents and conduct a review meeting to discuss all elements and requirements within the RMP.
- Conduct a 4-hour PHA review session, including review of recent modifications, Management of Change (MOC) and Incident Investigation elements, equipment and procedural changes and document in the 2015 RMP.

- Review and update the OCA to include new sensitive receptor maps, tables and census track information.
- Review and update existing PP elements including review updates, certification signatures, MOC and II programs, emergency response planning, and operational procedures and mechanical integrity.

➤ Deliverables:

- New Certified RMP- Public and Technical Reports (5 final)
- Technical Process Hazard Analysis (5-yr update)
- Off-site Consequence Analysis (5-yr update)
- Prevention Program element review (5-yr update)
- Hard-copy binder and electronic version

Task 3.5 – Hazardous Materials Assessment and Disaster Plan

Consultant will perform and document a hazards review of the City of Oxnard Water Campus and six Blending Stations for chemical, toxic, and flammable hazards. Table 1 presents the list of City owned water facilities and the hazardous, flammable, and toxic chemicals that will be included in this hazards review.

Table 1 – Facilities to be Included in the Hazards Review

City Owned Facility	Hazardous Substance				
	Antiscalant	Aqueous Ammonia	Sodium Hydroxide	Sodium Hypochlorite	Diesel Fuel
City Water Campus and Blending Stations 1 and 6	X	X	X	X	X
Blending Station 2					
Blending Station 3		X		X	X
Blending Station 4					X
Blending Station 5					X

The purpose of the review is to identify potential hazardous interactions among the processes and chemicals that are in use at each of the City's water facilities. The review will include assessment of:

1. Hazards (chemical, toxic, and flammability) posed by the individual chemicals,
2. External factors that can cause a release of containment of individual chemicals,
3. Hazards that can arise from interactions between the chemicals if they are accidentally comingled,
4. Human factors that can produce an accidental release,
5. Management and engineering controls that are in place to prevent the release of toxic, flammable or hazardous materials, and
6. Process hazards that can result from failure of operational and human controls to prevent accidental releases.

The hazard review will be conducted by a Senior Engineer with experience in conducting such hazard reviews. The review will be performed in two sequential daily sessions of approximately 6 hours each. Prior to the hazard review, the Consultant will attend a kickoff meeting with the City followed by a guided site visit to each applicable facility to observe process operations, chemical storage, and prepare for the review. Following the site visit, the Consultant will request copies of facility operating procedures, including chemical or diesel receiving procedures, maintenance procedures, training procedures, documentation of the materials of construction used in process equipment, Safety Data Sheets, Piping and Instrument Diagrams (P&IDs), and process flow diagrams for each process using hazardous, toxic, or flammable chemicals.

The hazard review will be comparable in detail as that for the hazard review conducted under the CalARP program for the aqueous ammonia system, as modified in the 2015 CalARP 5-year update. The results of the CalARP ammonia system review will be incorporated in the hazard review. The difference between this review and CalARP is that only listed chemicals are evaluated and in this case ammonia is the only listed material. Under this task, Consultant will review all major materials listed in Table 1 above and incorporate the ammonia evaluation conducted under CalARP, Task 3.4.

The draft report will be submitted and reviewed with Water Division staff and California Certified Unified Program Agencies (CUPA) representatives, and comments incorporated into the final report.

- Deliverables: Draft and final report for each facility in hard copy and electronic format

TASK 4 – PLANT OPTIMIZATION (\$1,120,723)

Task 4.3 – AMR Replacement

Consultant will assist the City in implementing the AMR Replacement program following approval of Technical Memorandum and subsequent Request for Proposals (RFP) developed in Phase I. This effort includes support during the RFP period including responding to proposer's requests for information, assistance with the pre-proposal meeting, evaluation of proposals, one (1) proposal review workshop, and final recommendations to be documented in a memorandum submitted to the City. Consultant will coordinate efforts with Master Plan consultant.

- Deliverables: Draft and Final proposal evaluation and recommendation memorandum.

Task 4.6 – Immediate Needs Projects

The City of Oxnard has identified multiple systems, nearing or at failure, which require immediate attention. Consultant will provide procurement documents, bid support and construction phase support. Since immediate needs projects may not be fully defined, approximately 1200 hours are provided for projects as need arise. Scope and fee for each project will be confirmed prior to start of work. Workshops with the City and any potential stakeholders will be conducted for each project on an as-needed basis. Some projects have been identified in Phase I with carryover to Phase II as follows:

- Well Nos. 30, 32, 33 and 34 Electrical Rehabilitation (Bid and Construction Phase Services)
- Sodium Hypochlorite Piping System Replacement (Construction Phase Services)
- Emergency Turn-Out Service and Repairs (Bid and Construction Phase Services)
- Emergency Generator and Automated Transfer Switch (ATS) Service and Repairs (Bid and Construction Phase Services)
- HVAC at North Electrical Room – heat issues at this facility are causing significant risk for failure of key electrical equipment for water supply wells (No. 20, 22, and 23)
- Automated Meter at Springville Reservoir – this valve and flowmeter are at the end of their useful life and present risk in the event of a failure of the Oxnard Conduit
- Blending Station No. 2 – This station is required to be operational during shutdowns. Currently, the station can only be operated in manual mode
- Cathodic Protection – City staff have indicated that 3 of 10 cathodic protection units along the Del Norte and Industrial Lateral are not operational
- Replace Grass Pavers – replace grass pavers at Water Campus with asphalt
- Continuous Analyzer at Blending Station No. 4
- Truck delivery spill containment for Chemical Buildings No. 1 & 2

Technical Memorandum (Draft/Final) will be prepared to define the recommended solution for each immediate needs project as necessary. Following definition of the recommended solution, Design documents will be prepared including cost estimates and shall include at minimum, two submittals (Draft/Final). When deemed necessary by Consultant and City staff, Design documents and cost estimates will be submitted for review at 30, 60, 90 and 100 percent stages.

- Deliverables: Technical Memorandum (Draft/Final) and Design documents (30, 60, 90, Final) and cost estimates.

Task 4.9 – Emergency Water Supply Connection – Ventura

Consultant will assist the City in discussion with the City of Ventura regarding an Emergency Connection with their system. Consultant will review previous reports and meet with the City to discuss scope, estimated costs and benefits to the City. Consultant will also coordinate with the City's Attorney on any implications to imported water supplies. Consultant will prepare a technical memorandum documenting the project concept and the costs and benefits. Consultant will host one (1) workshop with the City of Oxnard, City of Ventura and other stakeholders to review and provide comments on the draft TM. In addition, Consultant will assume up to three (3) progress meetings with stakeholders at the 30%, 60% and 90% TM stages.

➤ Deliverables: Draft and Final TM

Task 4.13 – Flushing Program

The City has not implemented a flushing program for over 30 years. The lack of a flushing program can result in the buildup of sediment and deposits which can increase pumping costs, reduce hydraulic capacity, increase chlorine degradation rate, and cause taste and odor problems. Using the calibrated hydraulic model provided by the City, Consultant will develop a flushing program. It is assumed that the City will provide GIS data as it pertains to water pipes, valves and hydrants including details from the hydraulic model. The program will include identification of key areas (i.e. areas of long detention time, local quality complaints, low demand areas, etc.), specific details for closed-loop flushing (it is assumed that the City will purchase one or more truck-mounted units from “NO-DES”), estimated labor for each flush, and a phased program for 5-10 years. Additionally, Consultant will prepare a Flushing Plan for the City to submit to the Division of Drinking Water (DDW) for approval of a closed-loop flushing system. The Flushing Plan will address the following requirements from DDW received from the City on February 4, 2015 as follows:

- Operate the unit strictly in accordance with the manufacturer's SOPs/instructions, using certified operators that have been trained by the manufacturer or thoroughly familiar with the equipment's SOPs.
- Use a distribution system operation and flushing plan (which includes an emergency response/contingency plan) and an accompanying water quality monitoring plan approved by the DDW district office.
- Develop the operational logs and reporting forms that will compile the operational and water quality monitoring data.
- Submit all monthly logs relating to water quality complaints for DDW review.
- Collect water quality samples from the area that is being flushed as well as upstream and downstream areas before and after a flushing event. These samples include, at a minimum, turbidity, chlorine residuals and coliform samples, other samples recommended include color and odor.
- Submit the above-mentioned (completed) operational logs and reporting forms to the DDW district office at least on a monthly basis.

The Flushing Plan will develop standard operating procedures and an implementation approach and schedule.

This task includes up to three (3) meetings with City staff.

➤ Deliverables:

- Technical Memorandum documenting the need, approach used for analysis, results of meetings with City staff, and implementation plan. The TM will include digitized maps of distribution facilities showing zones to be included in each specific flushing plan utilizing a closed-loop system to mitigate water loss, attached as an Appendix. The Flushing Plan will be developed so that it may be submitted to the Division of Drinking Water (Draft/Final).
- Binder and electronic Version

Task 4.14 – Infrastructure Reviews

As future development occurs in the City, the need for Infrastructure Reviews to determine impacts and resulting improvements are required. These studies allow for appropriate improvements to be identified and the associated cost assigned to the Developer. This process protects both the Developer and City from impacts associated with delivering services that do not meet City standards. Using the calibrated hydraulic model developed by the Master Plan process and provided by the City, Consultant will provide up to two (2) Infrastructure Review protocols, depending on complexity of Development. This task includes up to four (4) meetings with City staff.

- Deliverables: Technical Memorandum (Draft/Final) developing the Infrastructure review protocols, a sliding scale for developing costs based on the size and complexity of the demand development, analysis and results for water, sewer and recycled water systems.

Task 4.15 – Water Campus Site Grading, Paving and Drainage Conceptual Plan and Design

Evaluate the Water Campus site for permanent and/or permeable paving alternatives. Develop conceptual plans to develop potential stormwater piping modifications to address drainage problems, final parking and access. Consultant anticipates up to 20 drawings, and development of a biddable set of plans and specifications, cost estimate.

- Deliverables: Conceptual Water Campus Site Plan Upgrades (Draft/Final).

Task 4.16 – Valve Exercising Program

The City does not have a valve exercising program. The need for properly maintained valves is critical for isolating the system in the event of a main break, obtaining detailed information regarding valve type, size and location, and identifying/replacing failed valves. Consultant will develop a Technical Memorandum which summarizes past efforts, need for program, cost/benefit analysis and implementation plan. It is assumed that the valve exercising program will be incorporated into the flushing program as a unified program.

This task includes up to three (3) meetings with City staff.

- Deliverables: Technical Memorandum (Draft/Final).

Task 4.17 – Chemical Building III

Chemical Building III was designed around Hydrofluorsilicic acid (HFA) and Zinc Orthophosphate (ZO). It has since been determined HFA is not needed as the City of Oxnard provides a blended water supply within U.S. Department of Health and Human Services Agency recommended optimal levels ranging from 0.7 mg/L to 1.2 mg/L. ZO is a chemical recommended to treat the Reverse Osmosis (RO) permeate which is considered corrosive. ZO would prevent corrosion but since the permeate is mixed with the hard groundwater, it is possible there is plenty of calcium carbonate in the groundwater and thus negating the need to construct, operate and maintain a ZO system. However, there is a portion of piping that may need to be protected that serves RO product water prior to blending. Therefore, Consultant will initially evaluate the need for the ZO system and if confirmed will develop a preliminary layout of facilities and a cost estimate and the project may be finalized under the Immediate Needs project or at a future date. City will provide the equipment, materials and labor for inspection of existing piping. Consultant will develop a Technical Memorandum with the following sections:

- Water Quality Background – Summarize Oxnard water quality, including reports related to source water quality, analysis, and corrosive indices in the RO permeate and groundwater and blended supplies.
 - Target Blending Strategy for agreed upon Goals – Develop metrics for corrosion indices: pH, Calcium Carbonate Precipitation Potential, Aggressive Index, Langliers Saturation Index, water quality goals for distribution water. Comparison to surrounding agencies and industry recommendations for maintaining non-aggressive water quality goals with a discussion of historical water quality and water quality goals.
 - Determination of need for ZO – Determine whether ZO is needed for the distribution system water or the RO permeate before blending with the groundwater. System components will be analyzed to determine whether the RO permeate piping up to the point of blending was designed to accommodate aggressive water.
 - Concept Plan – Provide a conceptual analysis for implementing any recommendations. If the ZO system is needed, Consultant will develop a concept plan for the ZO system with a building layout, chemical unloading station, and piping drawings. We anticipate development of up to 30 preliminary drawings, and specifications, cost estimate.
- Deliverables: PDF Technical Memorandum will be delivered to the City for review and comment; a final version will be created and delivered in PDF format.

Task 4.19 – Computerized Maintenance Management System (CMMS) Support and System-wide Component Level Condition Assessments

The Oxnard water supply infrastructure is aging with parts of it over 60 years old. The entire system has not been fully cataloged and assessed to determine scheduled maintenance. The Master Plan Consultant has prepared a condition assessment of Oxnard water infrastructure for all assets with a value of \$5,000 and above. This task

combines what was Subtask 4.11 (original contract) with Subtask 4.19 such that the Condition assessment and the CMMS are an integrated effort. Consultant will perform the following tasks:

- Prepare a preliminary technical memorandum (TM) that establishes objectives and criteria for CMMS data collection and condition assessments. The document will establish limits on the condition assessments based on boundaries, function and value. The document shall guide the following work upon notice to proceed from the City. TM will identify one facility for a pilot run to gather feedback and make adjustments accordingly. Piloting will ensure quality control throughout the process.
- Prepare the template for CMMS data collection. 160 hours is assumed for field data collection.
- Review existing data provided by the City for incorporation in CMMS.
- Review and provide quality control of City collected CMMS data.
- Assemble all data in a Microsoft Excel or Access format for incorporation into a future CMMS system. It is assumed that the City will be responsible for migrating the data from Excel or Access to the new CMMS system.

It is assumed the Master Plan Consultant will conduct the Information System (IS) Master Plan effort and will be evaluating different systems for multiple City divisions. Consultant will review the master plan and provide input on software selection for the City-wide CMMS system. It is assumed the City will purchase and implement all CMMS and related software.

Consultant will also conduct a condition assessment in conjunction with the newly collected CMMS data will serve as the basis for a Technical Memorandum with the following sections:

1. *Background*
2. *Summary of System components and any existing condition assessments*
3. *Overview of Risks and identified near term maintenance* – Consultant will develop a list of components that need repairs based on the summary of previous condition assessments and any identified components that may be compromised from visual inspections.
4. *Options for Assessment and Rehabilitation* – Evaluate options for more future detailed condition assessments and rehabilitation. Evaluate alternative condition assessment technologies using both non-invasive and invasive approaches.
5. *Cost and Benefit*
6. *Recommendations* – Develop implementation plan for future studies/investigations and immediate repairs. Include 10 year CIP.

Initial findings will be included in the Master Plan effort (by others). Facilitate execution of oversight and technical review of physical condition assessment.

- **Deliverables:** Provide draft TMs in PDF format. Following review with City staff, develop and submit a final PDF and an electronic copy.

Task 4.20 – Emergency Response Plan Update

Following completion of Task 3.5, the hazard review, the Consultant will provide the City with a draft report documenting the review and recommendations for review and comments. A workshop will be held to present the results of the draft report and to solicit comments on the report, including recommendations. The Consultant will then incorporate responses to one consolidated set of City comments in a final report.

Upon approval of the City of the final report and recommendations, the Consultant will review and modify the emergency response plans for each facility to incorporate changes to respond to the approved recommendations. A draft of each response plan will be provided to the City followed by a meeting with City staff to discuss the recommended modifications to the emergency response plans. The consultant assumes two rounds of revision and City review of the emergency response plans prior to finalization of the plans.

The Consultant will prepare a 2-hour training presentation and present it to applicable City staff on the new/modified operating procedures and emergency response plans. Consultant has included up to 4 training sessions to accommodate City staff schedules.

The consultant will perform a verification review of the six facilities approximately six to nine months after completion of the hazard review and update of the emergency response plans. The purpose of the verification review will be for the Consultant to assess adherence with the approved recommendations in the final report and revised emergency response plans. Consultant will provide minor revisions to the emergency response plans, if necessary, upon completion of the verification review.

➤ **Deliverables:**

- Draft and final emergency response plan for each facility in electronic format along with two hard copies.
- Draft and final training materials.

Task 4.21 – Water Operations Water Supply Planning Tool

Consultant will provide a Water Operations Water Supply Planning Tool that will allow the City to optimize production costs, make best use of local resources, and maximize revenue generated. This tool will provide the City a method to quickly analyze the finished water concentrations of hardness and total dissolved solids (TDS) for any combination of the different source waters. The tool will be developed in Excel or Access and will allow the Water Operations staff to vary the concentrations in each supply source as it changes and will be useful by allowing staff to determine the allowable blend scenarios or develop strategies for future needs. Consultant anticipates completing the work in two phases (with the potential for a third phase which is not included but could be added in the future if needed as follows:

- **Phase I** – Consultant will prepare a Technical Memorandum (TM) to outline what will be included/not included in the tool. Consultant will conduct one (1) workshop with the City to define the scope of work for the tool with the City. Comments from the workshop will be included in the TM.
- **Phase II** – Consultant will develop the tool based on the TM. To better define the level of effort needed to complete this task, Consultant has assumed the tool will include the following elements:

1. **Existing Facilities:**

- a. Provide process diagram user interface including an overview of the following:

i. Facilities:

1. Blending Stations No. 1, 2, 3, 4, 5 & 6 (includes distribution points)
2. Desalter
3. Disinfection
 - a. Sodium Hypochlorite
 - b. Aqueous Ammonia

ii. Sources:

1. Calleguas Municipal Water District
2. Raw Water Local Wells (Nos. 20, 22, 23, 28, 29, 30, 31)
3. United Water Conservation District
4. Desalter Permeate (Local Well Nos. 32, 33 & 34)

2. **Tool Constraints:**

- a. **Physical:** Identify and include limits that pertain to volumetric flow rates and storage capacity. A user interface will be provided to change these limits in the future.
- b. **Public Health Goals:** Include limits related to two of Oxnard's Public Health Goals: total dissolved solids (TDS) and hardness.
- c. **Groundwater:** Identify agreements in place that restrict groundwater pumping. A user interface will be provided to prompt the user for the allotted water rights projected on an annual basis.
- d. Consultant has assumed that there is currently no supply constraint related to the State Water Project.

3. **Water Quality Interface:** Provide a user interface for input of water quality data for each source to be determined by the City and or its suppliers.

4. **Production Costs and Revenue:** Provide a user interface for input of unit cost data (\$ per acre foot) for each of the City's sources (to be provided by the City). Provide an additional user interface for input of unit production costs for power and chemicals. Tool will calculate the total cost of developing each source.

5. **Main Interface:** Create simple one-line process diagram interface showing all sources, facilities and distribution points mentioned above and having input for demand and blend ratios. Main interface will have adjustable goals (up to three) such as total dissolved solids (TDS) and hardness. After user provides inputs, main interface will coordinate all inputs, goals and constraints and provide feedback on whether goals are achieved or not possible. Main interface will provide a summary of costs and revenue for every scenario allowing staff to optimize production costs, make best use of local resources, and maximize revenue generated.
6. **Forecasting:** The tool will be able to store a limited amount of data for the purpose of forecasting. The data storage will enable the tool to project monthly, quarterly or yearly water supply strategies.
7. **Report Interface:** Provide an ability to export one report as a PDF showing all input and output parameters.

User interfaces are expected to consist of locked spreadsheets with changeable input variables. Programming will be limited to the logic needed to analyze inputs provided in the user interfaces and check against constraints and goals. Consultant expects the programming effort to not exceed 280 hours. Consultant expects the overall effort to not exceed 352 hours.

Consultant will conduct one (1) review workshop of the tool with Water Division staff. Consultant will collect comments from review workshop and incorporate into final tool.

- **Phase III (If needed - Future Authorization)** – Consultant has assumed that work outlined above will meet the City's expectations and this effort has been budgeted for a streamlined effort and thus cannot accommodate additional features or changes to expectations once development of the tool is underway. Thus, once the development phase is underway, any additional changes or add-ons are outside the level of effort defined in Phase II, and additional functionality that may be, identified by the City would need to be completed in a future phase that is not part of this amendment.

➤ Deliverables: TM, Draft and Final tool.

TASK 5 – ORGANIZATION SUPPORT (\$303,706)

Task 5.1 – Review and Update Health and Safety Procedures

Consultant will provide approximately 485 hours to support the following tasks for Phase 2:

1. Coordinate staff safety training course work requirements with City staff (including Train-the-Trainer courses) and establish training schedules (does not include actual training classes).
2. Update existing procedures for responding to emergencies, such as those involving an employee, injury to a member of the public or damage to water facilities.
3. Provide support to City staff in investigating employee accidents to determine cause, effect, liability and prevention methods (assumes maximum of three incidents per year).
4. Support City's analysis of accident reports to determine frequency, loss trends & jointly recommend methods/procedures for mitigation.
5. Assist City staff in the identification of safety improvement opportunities with respect to work processes and procedures.
6. Identify potential safety improvements with Section management and assist in the implementation of final improvements.

Task 5.2 – Operations and Maintenance (O&M) Manuals

Consultant will perform the following tasks:

- Coordinate tasks with similar efforts associated with Wastewater Division.
- Assess existing O&M documentation.
- Prepare O&M manual for Blending Station No. 2, 4 and 5. O&M Manuals will be consistent with preferred City format (AWPF O&M Manual). Blending Station No. 7 O&M Manual will be prepared by design engineer. The O&M Manual will include the following elements:

- Introduction and Facility Overview

- Record Drawings and Process Flow Schematic
- Process Description
- Safety Features and Emergency Information
- Start-up, Normal Operation and Shutdown Procedures
- Routine and Long-Term Maintenance Procedures
- Troubleshooting
- Manufacturers Service Representatives

- Attend approximately five 2-hour review meetings (includes preparation time).

➤ Deliverables: Draft and Final O&M Manuals for Blending Stations No. 2, 4 and 5.

Task 5.6 – Develop Training Program

Consultant will perform the following tasks as part of Phase 2:

- Create position training matrix for review by the City.
- Develop updates to existing training program including state certification goals.
- Coordinate staff training with City staff (including Train-the-Trainer courses).
- Develop appropriate training materials to be presented by Trainer.
- Assist City staff in training all operations, maintenance and regulatory compliance staff. Consultant will present first of each training session and observe/support the City Trainer in subsequent sessions.
- Meet with City staff during development of training programs.
- Provide Senior and Supervisor Training Management
- Develop centralized tracking method for monitoring completed trainings

TASK 6 – SUPPORT (\$47,357)

Task 6.2 – Implementation of Recordkeeping Procedures

Implement the recommendations developed in Task 5.4 of Phase 1 of the recordkeeping procedures. This includes addressing the gap assessment, improving efficiency in managing records, implementing procedures and policies related to digitalizing files, eliminating old drafts, centralizing and organizing digital documents and manage ongoing record keeping. Implement training of procedures, file naming conventions, handling of electronic correspondence. Effort includes 400 hours of support including having two clerical positions on-site to help set-up the file system.

Assist City staff in preparing updates to policies and procedures for record keeping:

- Administration of Program
- Records Retention Schedules
- Transferring Records to Storage
- Filing Principles and Guidelines
- Records Destruction
- Archiving old files

AECOM A-7815
On-Call Civil Engineering Services

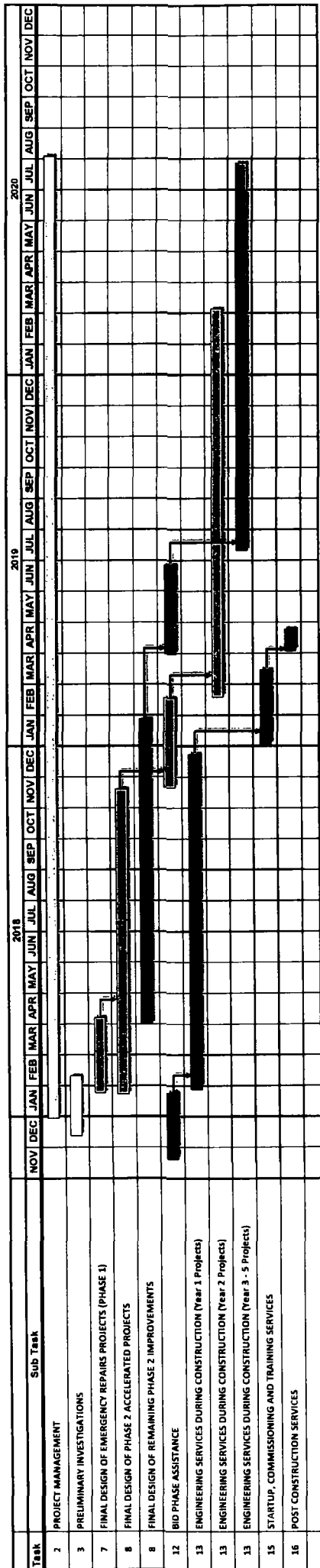
SCOPE OF SERVICES

EXHIBIT A

The Task Order proposal shall identify a concise description of the scope of work to be performed by the consultant firm and how the consultant plans on completing the work and include a schedule for each assigned task. It is up to the consultant to determine the best and most cost-effective method to complete the work so that the assigned task order project can be constructed to the satisfaction of the City of Oxnard. The task order will be negotiated as a lump sum amount per term based upon the hourly rate fee schedule as agreed to by City and Consultant for all services and under agreement amount; individual task order funds will be encumbered based on quote provided to City by Consultant per task order. These typical task order services will include but not be limited to the following:

- a. Meet with or communicate with Project Manager or designee to determine scope of Task Order and then submit proposal and schedule for Task Order assigned, with all known cost included.
- b. Prepare and distribute any meeting minutes for a task order assignment.
- c. Obtain approval of all required plan checks and permits for City, County, State or other entity.
- d. Track all design services for all individual projects as assigned by task order.
- e. Assist the City in obtaining all required permits as may be necessary from any Agency.
- f. Provide quality control.
- g. Perform cost estimates for each milestone included in each task order.
- h. Perform a constructability analysis as may be required for each task order assigned.
- i. Construction Services - Review RFIs (requests for information), submittals, and shop drawings associated with each task order assigned.
- j. Maintain good recordkeeping; including task order number and dollar amounts as assigned.
- k. Provide a schedule of each task, the overall design schedule and construction phase.
- l. Schedule meetings with City as necessary during design.
- m. Provide value engineering recommendations to City staff members and architect/engineer.
- n. Keep daily communication or as required with City staff and subconsultants per assignment.

- o. Aid with any development of projects for the City in the following ways:
 - Design development
 - Constructability reviews
 - Estimates
 - Plan checking
 - Plan reviewing
 - Site visits
 - Analyses
 - Maintenance management plans
 - Master plans
 - Environmental analysis
 - Post-design services
 - Surveying services
 - Traffic engineering services
 - Landscape design services
 - Attend City meetings as requested
- p. Other duties as may be required by City staff for these types of services.



- Cogeneration Units Refurbishment (2 units)
 - Primary Clarifiers Upgrades
 - Chemically Enhanced Primary Treatment
 - Bioreactors Reinforcement
 - Belt Filter Press Replacement (2 Units)
 - Laboratory HVAC replacement
 - Headworks - Covers and Ventilation Modifications
- PHASE 2 ACCELERATED PROJECTS**
- Emergency Generator and Main Electrical Building
 - Site Security Upgrades
 - Maintenance Storage Building
 - Motor Control Centers Replacements
- PHASE 2 REMAINING PROJECTS**
- Headworks Odor Control Improvements
 - Aeration Basins - Air Supply Improvements
 - Inter-stage Pump Station Improvements
 - Effluent Pump Station Improvements
 - Anaerobic Digestion Improvements
 - Cogeneration Units Refurbishment (1 Unit)
 - Belt Filter Press Replacement (2 Units)
 - Site Piping Replacements
 - SCADA System Upgrade

**WATER PROJECTS
SCHEDULE EXHIBIT B**

NOTES:	NTP	Notice To Proceed
	X	Task Execution
	D	Draft Deliverable
	F	Final Deliverable

**WATER PROJECTS
SCHEDULE EXHIBIT B-1**

Project Schedule
Oxnard Water Operations
Amendment No. 1, Phase 2 Services

	Duration	Start	Finish	2014												2015												2016																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
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**AECOM A-7815
On-Call Civil Engineering Services**

SCHEDULE

EXHIBIT B

All work shall be completed in accordance with the schedule the City provides in the task order or by other written document.

Task	Description	Amendment 2 Hours (hr)	Amendment 2 Total Cost (\$)
0.0	PROJECT MANAGEMENT - RATE STUDY SUPPORT	-	-
1.0	CONCEPTUAL PLAN AND RATE STUDY SUPPORT	-	-
2.0	PROJECT MANAGEMENT	1,424	\$286,287
3.0	PRELIMINARY INVESTIGATIONS	80	\$111,200
4.0	PERMITTING	-	-
5.0	RIGHT OF WAY ACQUISITION SERVICES	-	-
6.0	PRELIMINARY DESIGN OF PHASE 1 AND 2 IMPROVEMENT PROJECTS	-	-
7.0	FINAL DESIGN OF EMERGENCY REPAIRS PROJECTS (PHASE 1)	304	\$44,960
8.0	FINAL DESIGN OF RELIABILITY IMPROVEMENTS (PHASE 2)	25,968	\$4,156,530
9.0	DESIGN DEVELOPMENT OF PLANT CONVERSION AND UPGRADES (PHASE 3)	-	-
10.0	PILOT STUDY FOR MEMBRANE BIOREACTOR PROCESS	-	-
11.0	FINAL DESIGN OF PLANT CONVERSION (PHASE 3)	-	-
12.0	BID PHASE ASSISTANCE	640	\$110,324
13.0	ENGINEERING SERVICES DURING CONSTRUCTION	5,396	\$900,811
14.0	POST DESIGN SERVICES	-	-
15.0	STARTUP, COMMISSIONING AND TRAINING SERVICES	592	\$102,458
16.0	POST CONSTRUCTION SERVICES	408	\$72,727
	Total	34,812	\$ 5,785,297

All costs for specific tasks are approximations.
Funds may be moved by the Project Manager
and Consultant's delegee from one task to another.

Task	Principal		Sponsor II		Sponsor I		Associate		CADD		Admin		Web - MISC	Web - KEN	DDCs	Total		Phase 2	Phase 2	
	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$				Hours	\$			
0 Project Management																				
0.1 Prepare Project Charter	24	\$ 5,472	24	\$ 4,984	0	\$ -	18	\$ 2,224	0	\$ -	18	\$ 5,098	-	\$ -	3	\$ 268	24	\$ 13,052	\$	23,598
0.2 Prepare Project Plan	80	\$ 18,940	40	\$ 7,940	0	\$ -	0	\$ -	0	\$ -	20	\$ 1,458	-	\$ -	3	\$ 651	140	\$ 28,161	\$	28,303
0.3 Prepare Monthly Progress Report/Status	0	\$ -	160	\$ 35,072	0	\$ -	160	\$ 23,648	0	\$ -	0	\$ -	-	\$ -	3	\$ 1,891	320	\$ 69,391	\$	32,680
0.4 Prepare Management and CADD Coordination	80	\$ 18,940	410	\$ 70,498	0	\$ -	0	\$ -	0	\$ -	160	\$ 14,398	-	\$ -	3	\$ 63,834	3,200	\$ 108,178	\$	98,188
1 Preliminary Design																				
1.1 Preliminary Meetings and Coordination	0	\$ -	240	\$ 55,798	0	\$ -	0	\$ -	0	\$ -	0	\$ -	-	\$ -	3	\$ 1,182	240	\$ 49,893	\$	20,400
1.2 Management Meetings and Coordination	0	\$ -	240	\$ 55,798	0	\$ -	0	\$ -	0	\$ -	0	\$ -	-	\$ -	3	\$ 1,182	240	\$ 49,893	\$	20,400
1.3 Management and Report	0	\$ -	1440	\$ 328,388	0	\$ -	0	\$ -	0	\$ -	160	\$ 14,398	-	\$ -	3	\$ 7,877	3,440	\$ 860,183	\$	130,677
2 Water Resources Management																				
2.1 Water Conservation Program Support	80	\$ 18,940	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	-	\$ -	3	\$ 410	720	\$ 129,012	\$	68,685
2.2 Water Quality Management	20	\$ 4,490	80	\$ 10,998	80	\$ 14,110	60	\$ 3,340	0	\$ -	20	\$ 1,458	-	\$ -	3	\$ 1,258	260	\$ 49,013	\$	42,533
2.3 Water Quality Management	20	\$ 4,490	80	\$ 10,998	80	\$ 14,110	60	\$ 3,340	0	\$ -	20	\$ 1,458	-	\$ -	3	\$ 1,258	260	\$ 49,013	\$	42,533
2.4 Update Water Conservation Plan	40	\$ 8,980	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	-	\$ -	3	\$ 274	80	\$ 101,744	\$	105,744
2.5 Update Public Health Goals	18	\$ 3,948	20	\$ 3,380	80	\$ 9,200	0	\$ -	0	\$ -	20	\$ 1,458	-	\$ -	3	\$ 617	348	\$ 17,782	\$	37,782
2.6 Update Landscape Goals & Landscapes	40	\$ 5,180	40	\$ 7,940	120	\$ 21,440	0	\$ -	60	\$ 7,580	20	\$ 1,458	-	\$ -	3	\$ 1,423	440	\$ 72,661	\$	72,661
3 Permitting																				
3.1 Regulatory Status Assessment	0	\$ -	16	\$ 3,692	0	\$ -	0	\$ -	0	\$ -	0	\$ -	-	\$ -	3	\$ 33,440	16	\$ 28,898	\$	34,548
3.2 Regulatory Meeting	0	\$ -	16	\$ 3,692	0	\$ -	0	\$ -	0	\$ -	0	\$ -	-	\$ -	3	\$ 33,440	16	\$ 28,898	\$	34,548
3.3 Environmental Management System	0	\$ -	16	\$ 3,692	0	\$ -	0	\$ -	0	\$ -	0	\$ -	-	\$ -	3	\$ 33,440	16	\$ 28,898	\$	34,548
4 Implementation																				
4.1 Bleeding Station No. 1 Dewater Ordinance	120	\$ 27,280	120	\$ 26,880	160	\$ 36,080	240	\$ 53,368	0	\$ -	7,580	\$ 2,290	-	\$ -	3	\$ 7,288	776	\$ 131,342	\$	131,342
4.2 Bleeding Station No. 7	40	\$ 9,120	160	\$ 36,080	160	\$ 36,080	160	\$ 36,080	40	\$ 9,120	0	\$ -	-	\$ -	3	\$ 2,692	400	\$ 70,888	\$	70,888
4.3 AWR Enforcement	20	\$ 2,290	40	\$ 7,940	810	\$ 94,882	0	\$ -	0	\$ -	0	\$ -	-	\$ -	3	\$ 3,151	644	\$ 107,489	\$	53,798
4.4 System Pipe Survey	18	\$ 2,782	18	\$ 3,692	40	\$ 9,440	40	\$ 9,440	0	\$ -	0	\$ -	-	\$ -	3	\$ 893	132	\$ 20,251	\$	20,251
4.5 Storm Performance	40	\$ 9,120	160	\$ 36,080	160	\$ 36,080	160	\$ 36,080	40	\$ 9,120	0	\$ -	-	\$ -	3	\$ 1,918	272	\$ 50,395	\$	50,395
4.6 Emergency Flood Installation	240	\$ 73,680	240	\$ 46,440	600	\$ 167,880	240	\$ 73,680	400	\$ 89,400	84	\$ 3,492	-	\$ -	3	\$ 7,288	3,064	\$ 563,188	\$	181,478
4.7 Chemical Injection Ordinance	0	\$ -	16	\$ 3,692	24	\$ 3,944	0	\$ -	0	\$ -	0	\$ -	-	\$ -	3	\$ 284	80	\$ 9,740	\$	9,740
4.8 C-11 Pesticide Ordinance Installation	20	\$ 4,980	80	\$ 18,960	40	\$ 9,440	40	\$ 9,440	18	\$ 1,864	20	\$ 1,458	-	\$ -	3	\$ 1,863	212	\$ 28,187	\$	18,137
4.9 Emergency Water Supply Connection	24	\$ 2,472	24	\$ 7,980	40	\$ 9,440	60	\$ 9,440	20	\$ 2,440	12	\$ 893	-	\$ -	3	\$ 988	360	\$ 16,891	\$	22,963
4.10 Ocean View Emergency Supply	8	\$ 1,664	24	\$ 4,984	0	\$ -	60	\$ 9,440	0	\$ -	0	\$ -	-	\$ -	3	\$ 469	360	\$ 16,891	\$	16,891
4.11 Current Condition Assessment	120	\$ 27,280	40	\$ 7,940	160	\$ 36,080	0	\$ -	20	\$ 2,440	12	\$ 893	-	\$ -	3	\$ 1,793	312	\$ 60,201	\$	60,201
4.12 Results Assessment and Improvements	120	\$ 27,280	28	\$ 6,976	40	\$ 9,440	96	\$ 13,268	0	\$ -	24	\$ 1,778	-	\$ -	3	\$ 1,876	312	\$ 60,201	\$	57,813
4.13 Funding Program	80	\$ 11,440	80	\$ 8,960	160	\$ 36,080	12	\$ 15,280	40	\$ 9,440	24	\$ 1,778	-	\$ -	3	\$ 2,182	64	\$ 78,371	\$	73,272
4.14 Infrastructure Needs	20	\$ 5,760	100	\$ 18,160	120	\$ 30,520	120	\$ 15,680	20	\$ 2,440	0	\$ -	-	\$ -	3	\$ 1,938	288	\$ 54,871	\$	65,571
4.15 Water Camera Meter Pipe Update	100	\$ 22,000	80	\$ 18,960	800	\$ 43,160	180	\$ 23,680	80	\$ 9,440	28	\$ 2,290	-	\$ -	3	\$ 3,818	732	\$ 133,784	\$	130,724
4.16 Valve Exercising Program	80	\$ 18,940	80	\$ 18,960	240	\$ 43,160	240	\$ 24,000	60	\$ 9,440	18	\$ 1,328	-	\$ -	3	\$ 3,768	768	\$ 133,277	\$	128,277
4.17 Chemical Building II	48	\$ 10,560	48	\$ 8,960	110	\$ 15,960	160	\$ 24,000	90	\$ 11,880	18	\$ 1,328	-	\$ -	3	\$ 3,860	488	\$ 77,697	\$	77,697
4.18 GIS No. 2 Improvements	48	\$ 10,560	60	\$ 11,480	80	\$ 14,960	180	\$ 20,880	50	\$ 6,000	12	\$ 893	-	\$ -	3	\$ 1,863	407	\$ 68,948	\$	68,948
4.19 Conditions Update	80	\$ 13,680	80	\$ 8,960	0	\$ -	160	\$ 36,080	0	\$ -	40	\$ 2,960	-	\$ -	3	\$ 1,611	240	\$ 48,451	\$	48,451
5 Construction Coordination																				
5.1 Review and Update Health and Safety Plan	80	\$ 18,940	80	\$ 4,760	0	\$ -	0	\$ -	0	\$ -	0	\$ -	-	\$ -	3	\$ 134,887	8	\$ 189,830	\$	78,433
5.2 Construction and Maintenance Manuals	160	\$ 37,880	280	\$ 67,680	360	\$ 86,160	440	\$ 91,160	60	\$ 7,880	80	\$ 4,440	-	\$ -	3	\$ 38,008	1,456	\$ 244,688	\$	122,268
5.3 Admin Procedures (not recommended)	80	\$ 13,680	80	\$ 11,480	80	\$ 13,680	120	\$ 16,880	0	\$ -	40	\$ 2,960	-	\$ -	3	\$ 4,864	240	\$ 64,888	\$	64,888
5.4 Update Process (not recommended)	80	\$ 13,680	80	\$ 11,480	160	\$ 36,080	0	\$ -	0	\$ -	40	\$ 2,960	-	\$ -	3	\$ 4,864	240	\$ 64,888	\$	64,888
5.5 Construction Study	80	\$ 20,160	80	\$ 6,118	80	\$ 14,960	0	\$ -	0	\$ -	24	\$ 1,778	-	\$ -	3	\$ 3,864	1,288	\$ 48,882	\$	48,882
5.6 Develop Training Program	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	-	\$ -	3	\$ 1,877,744	8	\$ 76,888	\$	86,739
5.7 Procurement Documents	80	\$ 13,680	80	\$ 11,480	120	\$ 16,880	0	\$ -	0	\$ -	30	\$ 2,290	-	\$ -	3	\$ 4,864	240	\$ 64,888	\$	53,582
6 Support																				
6.1 Review Water Ordinance	18	\$ 3,948	40	\$ 7,940	40	\$ 9,440	60	\$ 9,440	0	\$ -	24	\$ 1,778	-	\$ -	3	\$ 624	120	\$ 26,880	\$	26,880
6.2 Implementation of Recommended Procedures	8	\$ 1,664	24	\$ 5,118	0	\$ -	120	\$ 16,880	0	\$ -	120	\$ 8,960	-	\$ -	3	\$ 1,258	288	\$ 54,871	\$	54,871
6.3 Develop Operating Budget	80	\$ 13,680	160	\$ 36,080	160	\$ 36,080	0	\$ -	0	\$ -	20	\$ 1,458	-	\$ -	3	\$ 1,698	360	\$ 68,973	\$	68,973
7 Transition																				
7.1 Preparation of Transition Plan	40	\$ 9,120	440	\$ 7,940	60	\$ 9,440	0	\$ -	0	\$ -	24	\$ 1,778	-	\$ -	3	\$ 868	244	\$ 20,251	\$	20,251
Total	2887	\$ 607,798	4487	\$ 853,187	4248	\$ 703,170	2688	\$ 504,542	1032	\$ 124,844	1320	\$ 9,440	\$ 203,280	\$ 881,887	\$ 84,371	31,268	\$ 3,360,772	\$	3,360,772	

All costs for specific tasks are approximations. Funds may be moved by the Project Manager and Consultant's delegatee from one task to another.

WATER PROJECTS COSTS EXHIBIT C-1

Rev: 3/05/2015
Printed: 4/9/2015

Oxnard Water Operations
Amendment No.1, Phase 2 Services

Task	SubTask	Description	Principal	Senior II	Senior I	Associate	CADD	Admin	Labor	Sub-MNS	Sub-KEH	ODCs	Total
0.0													
0.3		Program Management											
		Monthly Progress Report/Earned Value	\$ 88,454	\$ 0	\$ 0	\$ 144	\$ 0	\$ 48	\$ 32,729			\$ 2,762	\$ 187,561
0.4		Project Management and O&M Co-ordination	\$ 245	\$ 0	\$ 0	\$ 480	\$ 0	\$ 193					\$ 35,511
			\$ 857,336	\$ 0	\$ 0	\$ 870,183	\$ 0	\$ 112,448	\$ 140,136			\$ 11,912	\$ 152,050
1.0		Plant Operations Coordination											
1.1		Project Agency Meetings	\$ 11,272	\$ 0	\$ 0	\$ 13,744	\$ 0	\$ 1,029	\$ 28,946			\$ 2,282	\$ 28,128
1.2		Management Meetings	\$ 72	\$ 0	\$ 0	\$ 120	\$ 0	\$ 24					\$ 216
1.3		Management and Support	\$ 16,908	\$ 0	\$ 0	\$ 17,100	\$ 0	\$ 1,039	\$ 35,918			\$ 3,053	\$ 38,971
			\$ 288	\$ 0	\$ 0	\$ 384	\$ 0	\$ 48					\$ 720
			\$ 957,534	\$ 0	\$ 0	\$ 954,977	\$ 0	\$ 3,059	\$ 128,270			\$ 10,733	\$ 137,003
2.0		Water Resources Management											\$ 647,744
2.1		Water Conservation Program Support	\$ 4	\$ 0	\$ 0	\$ 8	\$ 0	\$ 2					\$ 14
			\$ 9936	\$ 0	\$ 0	\$ 1,146	\$ 0	\$ 152	\$ 2,237	\$ 22,476		\$ 3,561	\$ 28,273
2.2		Water Supply Management	\$ 20	\$ 0	\$ 0	\$ 40	\$ 0	\$ 10					\$ 70
			\$ 4,997	\$ 0	\$ 0	\$ 5,727	\$ 0	\$ 703	\$ 11,196	\$ 228,890		\$ 35,434	\$ 278,510
2.3		Hardness Feasibility Evaluation	\$ 16	\$ 48	\$ 0	\$ 100	\$ 0	\$ 20					\$ 184
			\$ 93,767	\$ 89,443	\$ 0	\$ 14,317	\$ 0	\$ 1,534	\$ 29,042			\$ 2,469	\$ 31,511
2.7		VC Rule	\$ 4	\$ 0	\$ 0	\$ 8	\$ 0	\$ 2					\$ 14
			\$ 9936	\$ 0	\$ 0	\$ 1,146	\$ 0	\$ 152	\$ 2,237	\$ 42,148		\$ 6,512	\$ 50,894
2.8		Internship Program Development	\$ 80	\$ 100	\$ 140	\$ 180	\$ 0	\$ 40					\$ 520
			\$ 18,787	\$ 19,873	\$ 23,937	\$ 22,907	\$ 0	\$ 3,049	\$ 88,353			\$ 7,510	\$ 95,863
2.8.1		Utilities & Engineering: Water Division	\$ 16	\$ 20	\$ 28	\$ 32	\$ 0	\$ 8					\$ 104
			\$ 3,767	\$ 3,935	\$ 4,787	\$ 4,581	\$ 0	\$ 510	\$ 17,871			\$ 1,502	\$ 19,173
2.8.2		Utilities & Engineering: Wastewater Division	\$ 16	\$ 20	\$ 28	\$ 32	\$ 0	\$ 8					\$ 104
			\$ 3,767	\$ 3,935	\$ 4,787	\$ 4,581	\$ 0	\$ 510	\$ 17,871			\$ 1,502	\$ 19,173
2.8.3		Utilities & Engineering: Environmental Compliance	\$ 16	\$ 20	\$ 28	\$ 32	\$ 0	\$ 8					\$ 104
			\$ 3,767	\$ 3,935	\$ 4,787	\$ 4,581	\$ 0	\$ 510	\$ 17,871			\$ 1,502	\$ 19,173
2.8.4		Utilities & Engineering: Engineering & Maintenance Division	\$ 16	\$ 20	\$ 28	\$ 32	\$ 0	\$ 8					\$ 104
			\$ 3,767	\$ 3,935	\$ 4,787	\$ 4,581	\$ 0	\$ 510	\$ 17,871			\$ 1,502	\$ 19,173
2.8.5		Design and Construction Services	\$ 16	\$ 20	\$ 28	\$ 32	\$ 0	\$ 8					\$ 104
			\$ 3,767	\$ 3,935	\$ 4,787	\$ 4,581	\$ 0	\$ 510	\$ 17,871			\$ 1,502	\$ 19,173
2.9		AWPF Exhibit and Outreach Support	\$ 74	\$ 0	\$ 0	\$ 148	\$ 0	\$ 37					\$ 289
			\$ 17,378	\$ 0	\$ 0	\$ 21,188	\$ 0	\$ 2,520	\$ 41,387			\$ 3,518	\$ 44,905
2.10		2015 Urban Water Management Plan	\$ 20	\$ 0	\$ 0	\$ 40	\$ 0	\$ 10					\$ 70
			\$ 4,687	\$ 0	\$ 0	\$ 6,727	\$ 0	\$ 762	\$ 11,186	\$ 83,510		\$ 14,982	\$ 118,798
3.0		Permitting											\$ 189,111
		Environmental Management System	\$ 8	\$ 24	\$ 0	\$ 12	\$ 0	\$ 0					\$ 44
			\$ 1,879	\$ 4,722	\$ 0	\$ 1,718	\$ 0	\$ 80	\$ 8,318			\$ 11,219	\$ 89,617
3.4		Update Accidental Release Program for Aqueous Ammonia Sys.	\$ 8	\$ 16	\$ 0	\$ 12	\$ 0	\$ 0					\$ 38
			\$ 1,879	\$ 3,148	\$ 0	\$ 1,718	\$ 0	\$ 80	\$ 8,744			\$ 4,264	\$ 35,613

ITEM #K-3

All costs for specific tasks are approximations.
Funds may be moved by the Project Manager
and Consultant's delegatee from one task to another.

WATER PROJECTS COSTS EXHIBIT C-1

Onard Water Operations
Amendment No. 1, Phase 2 Services

Rev: 3/05/2015
Printed: 4/9/2015

Task SubTask	SubTask	Description	Principal	Senior II	Senior I	Associate	CADD	Admin	Labor	Sub-MNS	Sub-KEH	DDCs	Total
3.5		Hazardous Materials Assessment Plan & Disaster Plan	16	100	0	136	24	24					380
			\$ 3,757	\$ 31,477	\$ 0	\$ 19,471	\$ 3,233	\$ 1,829	\$ 59,798			\$ 5,083	\$ 64,880
4.0		Plant Optimization											
4.3		AMR Replacement	16	48	60	160	0	28					332
			\$ 3,757	\$ 9,443	\$ 13,678	\$ 22,907	\$ 0	\$ 2,194	\$ 51,820			\$ 4,413	\$ 58,333
4.6		Immediate Needs Projects	60	120	240	480	280	40					1200
			\$ 14,090	\$ 28,008	\$ 41,006	\$ 82,000	\$ 36,350	\$ 3,049	\$ 185,853			\$ 15,788	\$ 201,851
4.9		Emergency Water Supply Connection - Ventura	22	28	39	44	88	11					231
			\$ 5,106	\$ 5,410	\$ 6,553	\$ 6,299	\$ 11,864	\$ 888	\$ 38,382			\$ 3,082	\$ 39,344
4.13		Flushing Program	32	0	160	240	40	24					488
			\$ 7,515	\$ 0	\$ 27,357	\$ 34,361	\$ 5,435	\$ 1,829	\$ 70,900			\$ 6,553	\$ 83,003
4.14		Infrastructure Reviews	60	80	160	240	80	48					648
			\$ 14,090	\$ 18,738	\$ 27,357	\$ 34,361	\$ 5,435	\$ 3,049	\$ 103,353			\$ 2,788	\$ 112,148
4.15		Water Campus Site, Grading and Paving Plan	48	80	120	360	200	32					840
			\$ 11,272	\$ 18,738	\$ 28,051	\$ 51,541	\$ 27,182	\$ 2,498	\$ 128,701			\$ 10,840	\$ 139,840
4.16		Valve Exercising Program	32	60	80	160	48	24					388
			\$ 7,515	\$ 11,804	\$ 13,678	\$ 22,907	\$ 5,435	\$ 1,829	\$ 83,172			\$ 5,370	\$ 88,542
4.17		Chemical Building III	48	80	160	280	280	48					816
			\$ 11,272	\$ 18,738	\$ 27,357	\$ 40,098	\$ 27,182	\$ 3,049	\$ 125,308			\$ 10,851	\$ 135,857
4.19		CHMS Support and Condition Assessments	60	120	160	240	180	32					782
			\$ 14,090	\$ 28,008	\$ 27,357	\$ 34,361	\$ 24,473	\$ 2,498	\$ 128,337			\$ 10,738	\$ 137,065
4.20		Emergency Response Plan Update	24	60	100	240	0	40					484
			\$ 5,536	\$ 18,738	\$ 17,098	\$ 34,361	\$ 0	\$ 3,049	\$ 75,882			\$ 6,450	\$ 82,332
4.21		Water Operations Water Supply Planning Tool	64	68	96	108	0	27					381
			\$ 12,851	\$ 13,279	\$ 16,188	\$ 16,468	\$ 0	\$ 2,098	\$ 89,839			\$ 5,069	\$ 94,708
5.0		Organization Support											
5.1		Review and Update Health and Safety Procedures	12	0	32	20	0	6					70
			\$ 2,816	\$ 0	\$ 5,471	\$ 2,853	\$ 0	\$ 467	\$ 11,810		\$ 81,335	\$ 10,187	\$ 83,132
5.2		Operations and Maintenance (O&M) Manuals	48	130	178	220	30	30					633
			\$ 11,165	\$ 25,575	\$ 28,822	\$ 31,487	\$ 4,078	\$ 3,287	\$ 104,514		\$ 17,784	\$ 11,547	\$ 133,815
5.6		Develop Training Program											0
			\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0		\$ 88,798		\$ 88,798
6.0		Support											
6.2		Implementation of Records Keeping Procedures	8	32	0	120	0	240					400
			\$ 1,879	\$ 8,296	\$ 0	\$ 17,180	\$ 0	\$ 19,293	\$ 43,847		\$ 3,710		\$ 47,357
		Total						\$ 1,815,085	\$ 388,120	\$ 260,833	\$ 280,086	\$ 11,480	\$ 2,702,304

ITEM #K-3

All costs for specific tasks are approximations.
Funds may be moved by the Project Manager
and Consultant's delegatee from one task to another.

On-Call Civil Engineering Services Costs Exhibit C

All work shall be paid in accordance with the Hourly Rate Schedule for Professional Services, which is available in Exhibit D.

All costs for specific tasks are approximations.
Funds may be moved by the Project Manager
and Consultant's delegee from one task to another.

AECOM HOURLY RATE SCHEDULE FOR PROFESSIONAL SERVICES

Engineers, Planners, Architects, Scientists:

Intern	\$65.00/hr
Technician	\$85.00/hr
Engineer I/Specialist I	\$99.00/hr
Engineer II/Specialist II	\$115.00/hr
Engineer III/Specialist III	\$130.00/hr
Engineer IV	\$140.00/hr
Engineer V	\$155.00/hr
Engineer VI	\$170.00/hr
Engineer VII	\$185.00/hr
Engineer VIII	\$200.00/hr
Project Manager I/Senior Engineer I	\$210.00/hr
Project Manager II/Senior Engineer II	\$225.00/hr
Project Manager III/Senior Engineer III	\$240.00/hr
Project Manager IV/Senior Engineer IV	\$250.00/hr
Principal/Principal Engineer	\$260.00/hr

Construction Administration Personnel:

Resident Project Representative	\$139.00/hr
Senior Resident Project Representative	\$162.00/hr
Resident Engineer	\$198.00/hr
Construction Services Manager	\$250.00/hr

Technical Support Staff:

Clerical/General Office	\$85.00/hr
Administrative Specialist	\$104.00/hr
Drafter/CADD Technician	\$87.00/hr
Assistant CADD Operator	\$108.00/hr
Designer/CADD Operator	\$122.00/hr
Senior Designer/Design CADD Operator	\$142.00/hr
Design/CADD Supervisor	\$160.00/hr

Direct Project Expenses

Subcontracted Services/Reproduction	Cost + 12%
Subcontracted or Subconsultant Services	Cost + 12%

Fee schedule will be in effect from January 1, 2018 through December 31, 2020. Rates for additional classifications not identified above will be submitted to the client for approval to work on a task order

The prices listed above shall be effective through the term of this Agreement. If AECOM wishes to amend its prices, it shall notify the City in writing by August 1st of each year of the prices effective that following November 15th. By October 1st, the City's Purchasing Agent may authorize continuing the Agreement at the new prices, terminate the Agreement, or continue the Agreement at other negotiated prices.



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

DATE: February 4, 2020

TO: City Council

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

SUBJECT: Award Solicitation PW 20-32 to Summit Air Conditioning, A-8197 for On-Call HVAC Maintenance and Repair Services.

RECOMMENDATION

That the City Council approve and authorize the City Manager to execute Agreement No. A-8197 with Shawn Steinberg DBA Summit Air Conditioning in the amount not to exceed \$200,000 for a three (3) year period for on-call Heating Ventilation and Air Conditioning (HVAC) maintenance and repair services. (Public Works and Transportation Committee approved 3-0)

BACKGROUND

On October 16, 2019, the Public Works Department released a request for bid for on-call Heating Ventilation and Air Conditioning (HVAC) maintenance and repair services for the Wastewater Division and the Advanced Water Purification Facility (AWPF). The notice inviting bids was posted to Public Purchase, Dodge Analytics, TriCo Reprographics, Bid America, Ebid Board, Vida Newspaper, and the City's website with a closure date of November 5, 2019. During the solicitation period, the City received only one responsive bid.

DISCUSSION

The Wastewater Division and AWPF utilize HVAC units (ranging from 3-20 tons) units to maintain and regulate ideal temperature conditions for temperature sensitive equipment throughout the wastewater treatment plant (25 units), AWPF (8 units) and sewage pumping stations (15 units). Temperature sensitive equipment includes assets such as variable frequency drives, programmable logic controllers, supervisory control and data acquisition, pump and motor switch gear, laboratory equipment and the fifteen wastewater sewage pumping stations located throughout the City. Due to their complexity and environmental exposure, the HVAC units for the wastewater system and the AWPF require extensive preventative maintenance and repair, and sometimes replacement. Having an on-call HVAC contract is critical to maintaining reliable and continuous operation. The Wastewater Division has maintained on-call HVAC contracts as part of normal operation for many years.

Work under this agreement will be assigned by task order. A cost proposal will be obtained for each assigned task at the contractual rates and will be approved per the contract and current City standards.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The three year contract will be funded from Wastewater Treatment Operating (Fund 621) and Water Operating (Fund 601) funds. There is sufficient funding available in Fiscal Year 2019/20. Funding will be included in the budgets of future Fiscal Years 2020/21 and 2021/22 in the following accounts:

Account	Division	Fiscal Year	Amount
621-6205-842-8209	Wastewater	19-20	\$40,000
601-6012-842-8209	Water (AWPF)	19-20	\$26,667
621-6205-842-8209	Wastewater	20-21	\$40,000
601-6012-842-8209	Water (AWPF)	20-21	\$26,667
621-6205-842-8209	Wastewater	21-22	\$40,000
601-6012-842-8209	Water (AWPF)	21-22	\$26,666
Total			\$200,000

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on January 14, 2020 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Jan Hauser, Wastewater Division Manager

ATTACHMENTS

1. A-8197_Summit Air_PW 20-32_On-Call HVAC Maint & Repair
2. Bid Tabulation PW 20-32 ON CALL HVAC (WW)
3. Summit Air - Bid Packet PW 20-32 On-Call HVAC (WW)

CHECKLIST FOR EXECUTION OF CONTRACT

The following documents are required of the successful Bidder within fourteen (14) Calendar Days of the City's delivery of the Contract to the Bidder:

- _____ Two (2) executed and notarized copies of the Contract
- _____ A Payment Bond in the amount of 100% of the Contract Price, along with a copy of that Bond
- _____ A Performance Bond in the amount of 100% of the Contract Price, along with a copy of that Bond
- _____ All certificates showing required insurance
- _____ A copy of the Contractor's City business license

Failure of the successful Bidder to provide all required documents in a complete and accurate manner within fourteen (14) Calendar Days of the City's delivery of the Contract may be grounds for the City to award the Contract to the next lowest responsible Bidder, and the successful Bidder's Bid security may be forfeited to the City as permitted by law.

In executing the above-listed documents, and all documents related to the Project, any Task, the Contract Documents or any Task Order in any way, 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; or
- 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 the Contractor.

**CITY OF OXNARD CONTRACT FOR
ON-CALL HVAC MAINTENANCE AND REPAIR SERVICES PROJECT PW 20-32**

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 SHAWN STEINBERG dba SUMMIT AIR CONDITIONING AND HEATING ("Contractor"). Contractor's license number is 684859.

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

1. Incorporation. The Contract consists of all Contract Documents, which shall include the General Provisions, Special Provisions and all documents referenced in either the General or Special Provisions. These documents are incorporated herein by reference.
2. Scope of Services. Contractor shall perform all Tasks in a good and workmanlike manner for the project identified as On-Call HVAC Maintenance and Repair Services Project PW 20-32 ("Project"), as described in this Contract and in the Contract Documents, throughout the Contract Term. The Special Provisions from the Contract Documents are attached hereto as Exhibit "A" and incorporated herein by this reference.
3. Compensation. In consideration of the services rendered pursuant to the requirements listed in the Contract Documents, City shall pay Contractor for each Task in accordance with the Contract Unit Prices submitted in the Bid, attached hereto as Exhibit "B" and incorporated herein by this reference, which in any case shall not exceed two hundred thousand dollars (\$200,000).
4. Contract Term. The Contract Term shall begin on the Effective Date and end three (3) years thereafter, unless sooner terminated pursuant to the Contract Documents.
5. 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 Documents. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
6. Prevailing Wages. City and Contractor acknowledge that the Tasks comprising the Project are public works to which prevailing wages apply. Once the Project Manager issues a Task Order, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the corresponding Task will be 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.
7. 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.”

8. 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.

9. 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.

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

11. Amendment. No modification, amendment or supplement to this Contract other than Change Orders or Task Orders shall be binding unless made in writing and signed by the duly authorized representatives of both parties.

12. 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. This provision shall likewise apply to all Task Orders and other Contract Documents.

[Signatures on following page]

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

CITY OF OXNARD

**SHAWN STEINBERG dba
SUMMIT AIR CONDITIONING AND HEATING**

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

Shawn Steinberg² _____ Date _____
Sole Proprietor

ATTEST:

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

APPROVED AS TO FORM:

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

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

² The City requires the following for any contract:

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

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

Exhibit INS-D

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (WITHOUT BUILDER'S RISK REQUIREMENT)

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.

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

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;"

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.

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.

1 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-D. 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. PW 20-32
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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.

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-D 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).**

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.

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.

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.

11/19

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-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY

LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Agreement				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000

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

CERTIFICATE HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. PW 20-32

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")						SUBMIT IN DUPLICATE	
						ENDORSEMENT NO.	
						ISSUE DATE (MM/DD/YY)	
PRODUCER				POLICY INFORMATION:			
Telephone:				Insurance Company:			
				Policy No.:			
				Policy Period: (from) _____ (to) _____			
NAMED INSURED				LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐			
				☐ In Addition to Limits			
				☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to coverage. ☐ Per Occurrence ☐ Per Claim (which)			
TYPE OF INSURANCE				APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS			
GENERAL LIABILITY				OTHER PROVISIONS			
☐ COMMERCIAL GENERAL LIABILITY							
☐ COMPREHENSIVE GENERAL LIABILITY							
☐ OWNERS & CONTRACTORS PROTECTIVE							
LIABILITY LIMITS IN THOUSANDS \$							
EACH OCCURRENCE				AGGREGATE			
COVERAGES							
☐ GENERAL				Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: () _____			
☐ PRODUCTS/COMPLETED OPERATIONS							
☐ PERSONAL & ADVERTISING INJURY							
☐ FIRE DAMAGE							
☐ _____							
☐ _____							
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:							
INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.							
CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.							
SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.							
CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.							
PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.							
SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.							
ENDORSEMENT HOLDER							
CITY OF OXNARD				AUTHORIZED REPRESENTATIVE			
Attn: Insurance Compliance				☐ Broker/Agent ☐ Underwriter ☐ _____			
Reference No. PW 20-32				I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.			
P.O. Box 100085 – OX				Signature _____ (original signature required)			
Duluth, GA 30096				Telephone: () _____ Date Signed _____			
Via Email: cityofoxnard@ebix.com							
Via Fax: 678-259-1007							

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION:	
Telephone:		Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
NAMED INSURED		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)	
		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:	
		CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance.	
\$ _____ per accident, for bodily injury and property damage.		Name: _____ Address: _____ Telephone: () _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.			
CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.			
SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.			
CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.			
PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.			
SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:			
Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or			
If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).			
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER		AUTHORIZED REPRESENTATIVE	
CITY OF OXNARD Attn: Insurance Compliance Reference No. PW 20-32 P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____	

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to _____
 _____ ("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as On-Call HVAC Maintenance and Repair Services Project PW 20-32 (the "Project").

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and any Task related to the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of _____ Dollars (\$ _____), this amount being not less than a hundred percent (100%) of the total Contract Price, in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

The Project shall be considered "accepted" for the purposes of triggering Bond deadlines at the Contractor's final completion of all Tasks, the City's acceptance of all Tasks, and the end of the Contract Term, whichever occurs last. Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the 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 Sections 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)

Note: 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. The date of the Bond must not be before the Contract's Effective Date. 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.

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____
 _____ ("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as On-Call HVAC Maintenance and Repair Services Project PW 20-32 (the "Project").

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety")
 a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of _____ Dollars (\$ _____),
 this amount being not less than a hundred percent (100%) of the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assigns, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided for all Tasks, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, within the Contract Term, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

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, or of the Work to be performed under any Task Order 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 in any Task Order. 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)

Note: 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. The date of Bond must not be before the Contract's Effective Date. 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 A
SPECIAL PROVISIONS

LOCATION AND SCOPE OF WORK

Contractor shall provide the necessary equipment, materials, parts and labor to conduct maintenance and repair activities on various heating, ventilation and air conditioning (HVAC) equipment and systems at the City of Oxnard Wastewater Treatment Plant (OWTP) located at 6001 Perkins Road, the Advanced Water Purification Facility (AWPF) located at 5700 Perkins Road, and 15 Wastewater Lift Stations as shown on the attached Exhibit A Lift Station Locations.

The scope of Work shall include, but not be limited to:

1. Provide preventative maintenance inspections and service
2. Clean, repair and replace parts and equipment as needed
3. Replace air filters as needed
4. Inspect and add compressor oil levels as needed
5. Check condenser pressures and capacity controls
6. Inspect refrigerant operating levels and check for leaks
7. Inspect and check condensate drains, pans and clear all drain connections
8. Inspect all related motors, bearings and lubricate as required
9. Inspect unit disconnects, fuses, contactors, relays and electrical connections
10. Inspect pulleys, sheaves, adjust tension and/or align belts as required
11. Inspect air compressor control systems for proper operation
12. Troubleshoot and repair unit Variable Frequency Drives (VFD's)
13. Calibration of any instrumentation as necessary
14. Maintain records of all work performed detailing service, preventative and predictive maintenance

Contractor shall commence and end all service on the same Working Day unless approved by the Project Manager in advance.

RESPONSE TIME

Contractor shall respond to all requests as required, 24 hours per day, 365 days per year, including holidays. All costs for labor for these requests shall be included in the Bid sheets.

Response time by the Contractor shall be as stated below:

1. Urgent Repair Work:

Contractor must verbally respond within thirty (30) minutes of telephone notification by the City. Contractor must be on the site within one (1) hour of the notification and begin work immediately. Urgent repairs are those where public interest and necessity demand the immediate expenditure of public money to avoid harm to or to safeguard life, health or property.

2. **Non-Urgent Repair and Maintenance Work:**

Contractor must verbally respond within thirty (30) minutes of telephone notification by the City. Contractor must be on site within four (4) hours of the notification. The scope of work and schedule shall be mutually agreed to between City staff and contractor before work begins. Work under this category shall be planned and scheduled Monday through Friday between the hours of 8:00 am and 5:00 pm unless otherwise agreed to by the City.

If the HVAC to any location shall be out of service for more than one (1) hour as part of the Work assigned, prior to commencing Work the Contractor shall contact the Project Manager who assigned the Work and inform him or her of the period of time the HVAC system will be out of service.

PAYMENT

All Work will be pre-approved by a Task Order issued by the Project Manager prior to starting Work. Parts will be reimbursed at cost plus not to exceed 15% for material handling and equipment rental will be reimbursed at cost plus not to exceed 5% for material handling and Contractor is required to itemize supplies and rental costs within the proposal for Work to be completed within the Task Order. The proposal must include all materials, labor, and taxes. Contractor is required to itemize the number of hours it will take for completion of a Task Order. A separate invoice is required for each Task Order issued pursuant to the Contract.

Contractor shall only invoice for time spent at the location of service. The City shall not pay for time spent en route or traveling to acquire parts or supplies unless pre-approved by the Project Manager and included in the Task Order.

LIFT STATION LOCATIONS

<u>Station No.</u>	<u>Name</u>	<u>Location</u>
1	Cabazon	Harbor Blvd & Cabazon Way
2	Harbor	2223 Harbor Blvd.
4	Mandalay	5202 W. Wooley Rd.
6	Canal	4701 W. Wooley Rd.
7	Viewpoint	1101 Viewpoint
8	Seabridge	1250 Seabridge Lane
9	Oxnard High	1902 Marion Way
15	Cascade	4130 Maulhardt Rd.
20	Beardsley	Beardsley Wash & Ventura Blvd
23	Wagon Wheel	2411 N. Ventura Rd.
24	Handyman	2323 W. Vineyard Ave.
27	Launch Ramp	2711 S. Victoria Ave.
28	Riverpark	290 Riverpark Blvd.
29	Patterson	1921 Patterson Rd.
30	Colony	Channel Island & Harbor

EXHIBIT B

BID SHEETS FOR ON-CALL HVAC MAINTENANCE AND REPAIR SERVICES PROJECT Specification No. PW 20-32 [PROJECT]

Bidder's Name: Shawn Steinberg / Summit Air Conditioning and Heating

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 Tasks comprising 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	Total
1	Non-Urgent Repair and Maintenance Work	Hourly Rate Monday-Friday 8:00am-5:00pm	\$ 125.00 /HR
2	Urgent Repair Work	Hourly Rate Monday-Friday 8:00am-5:00pm, *work begins within 1 hour	\$ 125.00 /HR
3	Urgent Repair Work	Hourly Rate Monday-Friday 5:01pm - 7:59am, *work begins within 1 hour	\$ 125.00 /HR
4	Urgent Repair Work	Hourly Rate Saturday, Sunday and Holidays *work begins within 1 hour	\$ 125.00 /HR
BID TOTAL			\$ 500.00

Note: No adjustment in the Contract Unit Prices will be allowed. The cost of all labor, material, export of material and other costs shall be included in the above Contract Unit Prices; no additional compensation will be granted for such expenses.

BID PRICE IN DIGITS: \$ 500.00

BID PRICE IN WORDS: Five hundred dollars

This is a tabulation of bids results and not an offer of award or contract
The City reserves the right to reject all bids

On-Call HVAC Maintenance and Repair Services

Specification No. PW 20-32				SUMMIT AIR CONDITIONING	
Owner: City of Oxnard				837 Charles St Moorpark CA 93021	
Bids Received: 11/5/2019				#1	
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	Non-Urgent Repair and Maintenance Work	Hourly Rate Monday-Friday 8:00am-5:00pm	1	\$125.00	\$125.00
2	Urgent Repair Work	Hourly Rate Monday-Friday 8:00am-5:00pm, *work begins within 1 hour	1	\$125.00	\$125.00
3	Urgent Repair Work	Hourly Rate Monday-Friday 5:01pm - 7:59am, *work begins within 1 hour	1	\$125.00	\$125.00
4	Urgent Repair Work	Hourly Rate Saturday, Sunday and Holidays *work begins within 1 hour	1	\$125.00	\$125.00
				Total Bid Amount Submitted:	\$500.00
				Total Bid Amount Verified:	\$500.00
Subcontractors:				None	

BID PACKET



FOR

ON-CALL HVAC MAINTENANCE AND REPAIR SERVICES PROJECT Specification No. PW 20-32

Submitted by:

Contractor's Name: Shawn Steinberg / Summit Air Conditioning

Address: 837 Charles Street

City: Moorpark State: CA Zip Code: 93021

Contact Person: Shawn Steinberg Phone: 805-857-9054
805-529-7421

Email: Shawn@summitair.biz Date: 10-21-19

BID FOR ON-CALL HVAC MAINTENANCE AND REPAIR SERVICES PROJECT
Specification No. PW 20-32

The undersigned, as Bidder, declares that:

1. The Bidder has carefully examined the Contract Documents, all Addenda, and any other information provided regarding On-Call HVAC Maintenance and Repair Services Project PW 20-32 ("Project") 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, to the greatest extent possible, the surface, subsurface and other conditions affecting the Work, including also the possible groundwater conditions, transportation, the disposal, handling and storage of materials, and the possible 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 any Task site or of the Contract Documents' 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 Contract Amount 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 all Tasks comprising 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 10-21-2019 [date], at Moorpark [city], California [state].

Bidder's Name (Company): Summit Air Conditioning and Heating

Signature:  Title: Owner

Print: Shawn Steinberg Date: 10-21-2019

CITY OF OXNARD

BID SHEETS FOR ON-CALL HVAC MAINTENANCE AND REPAIR SERVICES PROJECT
Specification No. PW 20-32 [PROJECT]

Bidder's Name: Shawn Steinberg / Summit Air Conditioning and Heating

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 Tasks comprising 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	Total
1	Non-Urgent Repair and Maintenance Work	Hourly Rate Monday-Friday 8:00am-5:00pm	\$ 125.00 /HR
2	Urgent Repair Work	Hourly Rate Monday-Friday 8:00am-5:00pm, *work begins within 1 hour	\$ 125.00 /HR
3	Urgent Repair Work	Hourly Rate Monday-Friday 5:01pm - 7:59am, *work begins within 1 hour	\$ 125.00 /HR
4	Urgent Repair Work	Hourly Rate Saturday, Sunday and Holidays *work begins within 1 hour	\$ 125.00 /HR
BID TOTAL			\$ 500.00

Note: No adjustment in the Contract Unit Prices will be allowed. The cost of all labor, material, export of material and other costs shall be included in the above Contract Unit Prices; no additional compensation will be granted for such expenses.

BID PRICE IN DIGITS: \$ 500.00

BID PRICE IN WORDS: Five hundred dollars

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:
#01	<u>10-21-19</u>
#02	<u>10-21-19</u>
#03	<u>10-21-19</u>
#04	<u>10-21-19</u>

Addendum:	Date Received:
#05	<u>10-21-19</u>
#06	<u>10-21-19</u>
#07	<u>10-21-19</u>
#08	<u>10-21-19</u>

Bidder's Name (Company): Summit Air Conditioning and Heating

Signature: 

Title: owner

Print: Shawn Steinberg

Date: 10-21-19

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: Shawn Steinberg-Summit Air Conditioning and Heating

(2) If the Bidder's name is a fictitious name, what is the full name of the registered owner?

Shawn Steinberg

* 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: 837 Charles Street

Moorpark, CA 93021

Phone 1: 805-529-7421

Phone 2: 805-857-9054

Email: Shawn@Summitair.biz

(4) Type of Firm (Partnership, LLC, Corporation, S-Corp, etc.): Sole proprietor

Organized under the laws of the State of: California

(5) California State Contractor's License Number and Class: #684859 C-20

Original Date Issued: 03-04-1994 Expiration Date: 03-31-2020

(6) DIR Contractor Registration Number: 1000053701

(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:

Shawn Steinberg, owner 805-529-7421, 805-857-9054
837 Charles Street Moorpark CA 93021

(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:

Summit Air Conditioning and Heating

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

n/a

- (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:

n/a

- 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:

n/a

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

n/a

- (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:

n/a

- (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 | ☐ No |
| b. By the owner against you? | Circle one: | Yes | ☐ No |
| c. By any agency or individual for labor compliance? | Circle one: | Yes | ☐ No |
| d. By Subcontractors? | Circle one: | Yes | ☐ No |
| e. Are any such claims/actions unresolved/outstanding? | Circle one: | Yes | ☐ No |

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. | <u>PW-19-09</u> |
| 2. | <u>PW-1827</u> |
| 3. | <u>n/a</u> |

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: owner

Date: 10-21-19

This Questionnaire Form must be notarized on the following page.

(Continuation of Questionnaire Form)

State of California)

County of Ventura) ssCity of Cambridge)On 10/24/19 before me, Nina Andres(insert name and title of the officer) personally appeared Shawn Steinberg,

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

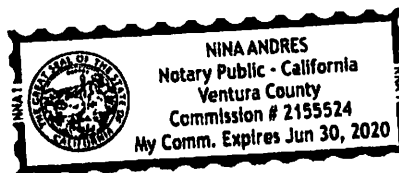
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the

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]

(Seal)



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 all of this information does not fit on this page, attach another page listing all information for all other 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: On-call HVAC maintenance and Repair Services PW 18-27R

Construction Dates From: 1-10-18 To: 1-10-19

Agency Name: City of Oxnard

Project Manager: Cliff Reilly Telephone: 805-797-8633

Original Contract Amount: \$ 50,000.00 Final Contract Amount: \$ 50,000.00

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: On-call HVAC maintenance and Repair Services 19-09

Construction Dates From: 10-1-2018 To: 10-1-2019

Agency Name: City of Oxnard

Project Manager: Cliff Reilly Telephone: 805-797-8633

Original Contract Amount: \$ 100,000 Final Contract Amount: \$ 100,000

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 3 Description: n/a

Construction Dates From: _____ To: _____

Agency Name: _____

Project Manager: _____ Telephone: _____

Original Contract Amount: \$ _____ Final Contract Amount: \$ _____

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 4 Description: n/a

Construction Dates From: _____ To: _____

Agency Name: _____

Project Manager: _____ Telephone: _____

Original Contract Amount: \$ _____ Final Contract Amount: \$ _____

Did you file any claims against the Agency? Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

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: Shawn Steinberg

Signature:  Title: owner Date: 10-21-19

DESIGNATION OF SUBCONTRACTORS

List all Subcontractors who will likely 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, will likely specially fabricate and install a portion of the Work or improvement according to detailed drawings contained in the Plans, Specifications and Task Orders. If all Subcontractors do not fit on this page, photocopy it and attach that additional page or those additional 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 on any Task. If Contractor intends to use no Subcontractors, please write "N/A" in the first open box.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Highest Possible Percentage of Work (e.g., 10%) [‡]
n/a	n/a	n/a	n/a	n/a	n/a
n/a	n/a	n/a	n/a	n/a	n/a
n/a	n/a	n/a	n/a	n/a	n/a
n/a	n/a	n/a	n/a	n/a	n/a

Bidder's Name: Shawn SteinbergSignature: Title: ownerDate: 10-21-19

[‡] If Subcontractor X may perform 4% of one item on the Bid Sheets, 6% of another item and 9% of a third item, list only 9%. This percentage 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	36	38	32	41	29	20	196
Total dollar amount of contracts (in thousands)	544	535	522	506	489	465	3061
Number of fatalities	0	0	0	0	0	0	—
Number of lost workday cases	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	—

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: Shawn Steinberg

Signature:  Title: owner Date: 10-21-19

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

The undersigned declare(s):

I/we am/are the owner of Summit Air Conditioning and Heating
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, corporation or s-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, Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, s-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 the 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 Oct 24 2019 [date], at Camarillo [city], CA [state].

Bidder's Name: Shawn Steinberg

Signature:  Title: owner Date: Oct 24 2019

This Noncollusion Declaration must be notarized on the following page.

(Continuation of Noncollusion Declaration)

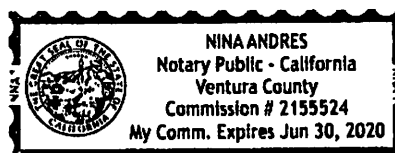
State of California)

County of Ventura) ssCity of Cambridge)On 10/31/19 before me,Nina Andres (insert name and title of the officer)

personally appeared Shawn Steinberg, 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)



SMALL LOCAL BUSINESS PURCHASING PREFERENCE REQUEST

The City offers a bidding preference for small local businesses. A small local business is defined as a business entity that meets all of the following criteria:

1. Has for at least 36 months immediately preceding submittal of its Bid held a current City business license;
2. Has maintained within the City of Oxnard's boundaries its principal business office, which is defined as the place where the principal officers or owners generally transact business, to which reports are made and from which orders and payments are made, and the place which the business represents to government authorities as its principal office or principal place of business;
3. Has average annual gross receipts of \$20 million or less over the 36 months immediately preceding submittal of its bid; and
4. Employs fewer than 100 employees.

Additionally, a small local business must certify one of the following:

5. At least 50 percent of its employees are Oxnard residents and have been Oxnard residents for at least 90 days prior to submission of the bid; or
6. For a Bidder who intends to hire employees and/or obtain Subcontractors for the Project, the Bidder submits with its Bid a certification confirming it has verified its own proposed employee base for performance of the Contract and confirmed with all Subcontractors providing bids used to formulate the Contractor's Bid that at least 50 percent of the labor hours devoted to performance of the Contract will be provided by residents of the City of Oxnard.

Please note that under City Code Section 4-2, you may be subject to audit and may be required to provide proof of compliance with the requirements of the Section. You will be subject to penalties for falsely claiming to be a Small Local Business under the Section. More information is available at City Code Section 4-2.

If you wish to certify as a small local business, please submit the certification on the next page with the rest of your Bid.

SMALL LOCAL BUSINESS PURCHASING PREFERENCE: BIDDER'S CERTIFICATION

Please refer to Oxnard City Code Section 4-2 to verify that your company is eligible for this Small Local Business Purchasing Preference Program.

The undersigned hereby certifies under penalty of perjury that:

- ☐ At least 50 percent of the Bidder's employees are Oxnard residents and have been Oxnard residents for at least 90 days prior to submission of the bid; or
- ☒ For a Bidder who intends to hire employees and/or obtain Subcontractors for the Project, the Bidder has verified its own proposed employee base for performance of the Contract and confirmed with all Subcontractors providing bids used to formulate the Bid that at least 50 percent of the labor hours devoted to performance of the Contract will be provided by residents of the City of Oxnard.

Any person(s) executing this certification on behalf of the Bidder 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 10-21-2019 [date], at Moorpark [city], California [state].

By: 
 Title: owner
 Bidder: Shawn Steinberg
 Date: 10-21-2019

By: 
 Title: owner
 Bidder: Summit Air Conditioning and Heating
 Date: 10-21-2019

*If the Bidder is not requesting a Small Local Business Purchasing Preference, this form is not required to be completed and submitted with Bid.

Please note: The Small Local Business Purchasing Preference is not applicable for projects funded by grants or programs outside the City's General Fund, such as federal or State grants.



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

DATE: February 4, 2020

TO: City Council

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

SUBJECT: Appropriate Funds for Oxnard Boulevard & Saviers Road Signal Improvements PW 19-97 (Project No. 173102).

RECOMMENDATION

That the City Council approve a budget appropriation of \$90,585 for the Oxnard Boulevard & Saviers Road Signal Improvements PW 19-97 (Project No. 173102). This amount includes \$20,475 from the fund balance of the Circulation System Improvement Fees (Fund 354) and an increase in Highway Safety Improvement Program (HSIP) grant revenue (Fund 275) of \$70,110. (Public Works and Transportation Committee approved 3-0)

BACKGROUND

The Oxnard Boulevard & Saviers Road Signal Improvements (Project), as identified in the 2019-2024 Capital Improvement Program (CIP), (previously identified as Traffic Signal-Various Locations prior to 2019-2024 CIP) will design traffic signal improvements at five intersections (see attached Map):

- Oxnard Boulevard at Fifth Street
- Saviers Road at Elm Street
- Saviers Road at Bryce Canyon Road
- Saviers Road at Bard Road
- Saviers Road at Pleasant Valley Road

Scope includes designing new signal poles, mast arms, signal heads, protected left-turn phasing, LED lighting, detection loops and ADA improvements. Emergency vehicle preemption and enhanced intersection lighting will also be considered in the design.

DISCUSSION

The Project was advertised for consultants to prepare Plans, Specifications & Estimates (PS&E) on July 15, 2019, with proposals due on August 14, 2019. The City Engineer, City Traffic Engineer, and Transportation Planner evaluated proposals for completeness, qualifications & experience, organization & approach, scope of services, schedule of work, conflict of interest, and references.

The City received six proposals and Kimley-Horn was selected as the most qualified. The Consultant's insurance coverage has been documented and verified. The total estimate for contract 8791-19-PW is \$137,270 and can be executed by the City Manager pursuant to the Purchasing Policy. Staff time project management is estimated to be \$15,000. The Project is funded in part by a previously recognized \$78,210 federal Highway Safety Improvement (HSIP) grant fund (275) and \$8,690 of Circulation System Improvement Fees fund (354). In order to fully fund the PS&E Phase, the City's

Transportation Planner secured an additional \$70,110 in federal HSIP grant funding and Staff is requesting an additional \$20,475 from fund (354). The construction phase for this project has been programmed in the CIP in Fiscal Year 2020-21.

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.

FINANCIAL IMPACT

Approval of this recommendation will appropriate \$20,475 from the fund balance of Circulation System Improvement Fees (Fund 354) and appropriate \$70,110 of additional HSIP grant revenue (Fund 275) for Oxnard Boulevard & Saviers Road Signal Improvements PW 19-97 (Project 173102). After this appropriation request, the projected FY 2019-20 ending unassigned fund balance of Circulation System Improvement Fees (Fund 354) is \$6.72 million.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on January 14, 2020, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Debbie O'Leary, Transportation Planner

ATTACHMENTS

1. Budget Appropriation
2. Kimley-Horn 8791-19-PW
3. Kimley-Horn Cost Proposal
4. Project Location Map (1)

REQUEST FOR BUDGET APPROPRIATION

Department: Public WorksDate: January 14, 2020

Project/Program _____

Manager: Debbie O'LearyPhone: x5283**Reason for Appropriation:**

Recognize grant revenue from the Caltrans Highway Safety Improvement Program (HSIP) grant; and appropriate local funds from Fund 354 (Circulation System Improvement Fees), for the design of traffic signal improvements along Oxnard Boulevard and Saviers Road, PW 19-97, Project 173102.

Accounts and Descriptions**AMOUNT****Fund: 275-FEDERAL TRANSPORTATION GRANT****Revenues/Transfers In****Oxnard Boulevard & Saviers Road Signal Improvements/Traffic Signal Various Location (Project 173102)**275-3109-531.72-01 FEDERAL GRANT REVENUE 70,110Sub-total Revenues 70,110**Expenditures/Transfers Out****Oxnard Boulevard & Saviers Road Signal Improvements/Traffic Signal Various Location (Project 173102)**275-3109-826.82-09 SVCS-OTHER PROF/CONTRACT 64,570275-3109-826.84-51 SERVICES FROM OTHER PROG 5,540Sub-total Expenditures 70,110**Net Change to Fund Balance 0****Fund: 354-CIRCULATION SYSTEM IMPROVEMENT FEES****Expenditures/Transfers Out****Oxnard Boulevard & Saviers Road Signal Improvements/Traffic Signal Various Location (Project 173102)**354-3109-826.82-09 SVCS-OTHER PROF/CONTRACT 12,982354-3109-826.84-51 SERVICES FROM OTHER PROG 7,493Sub-total Expenditures 20,475**Net Change to Fund Balance (20,475)****Net Appropriation Change 90,585****Approvals**Department Director 

Chief Financial Officer _____

City Manager _____

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("**Agreement**") is made and entered into in the County of Ventura, State of California, this 4th day of February, 2020, by and between the City of Oxnard, a municipal corporation ("**City**"), and Kimley-Horn and Associates, Inc. ("**Consultant**"). City and Consultant are sometimes individually referred to as "**Party**" and collectively as "**Parties.**"

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

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

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

1. Scope of Services

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

2. Method of Performing Services

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

3. Standard of Performance

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

4. Nonexclusive Services

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

5. Coordination of Services

The Services shall be coordinated with Debbie O'Leary, Transportation Planner ("**Manager**"), subject to the direction of the City Manager or Public Works Director.

6. Place of Work

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

7. Correction of Errors

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

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement pursuant to the schedule provided in **Exhibit B** attached hereto and incorporated herein by this reference. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Sri Chakravarthy as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

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

11. City's Responsibility

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

12. Term of Agreement

This Agreement shall begin on February 4, 2020 and expire on February 4, 2023.

13. Termination

This Agreement may be terminated by City for cause or convenience and at no cost to the City if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery

Agreement No. 8791-19-PW

or mailing of such notice; however, if the City terminates the Agreement due in any part to a termination or reduction of State or federal funding, the termination shall be effective immediately upon the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant for Services successfully rendered, as determined solely by City, as of the effective date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$137,270 for the Services at rates provided in Exhibit C attached hereto and incorporated herein by this reference.

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

c. Payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

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

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

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager. Consultant waives payment for any item not appearing on an invoice in the month in which such Services were rendered; in any case, Consultant shall not "back-charge" Services performed.

b. City must submit invoices to the granting agencies on its letterhead with its address formatted in accordance with the Local Assistance Procedures. Should City need any documentation or additional information from Consultant in order to submit City's invoices to the granting agencies, Consultant shall provide such documentation or additional information within ten (10) calendar days of the request from the City.

c. Consultant shall maintain current monthly records, books, documents, receipts, papers, accounts and other evidence pertaining to the Services performed and costs incurred.

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Such items shall be adequate to reflect the time involved and cost of performing the Services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

d. Consultant must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by Consultant. Consultant agrees to submit supporting backup documentation with invoices if requested by City or State. Acceptable backup documentation includes, but is not limited to, a progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of costs.

e. Consultant agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, *et seq.* and all applicable federal and State laws and regulations shall be used to determine the allowability of individual Project cost items.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services. Travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the Consultant or its subcontractors.

17. Non-Appropriation of Funds

a. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

b. Consultant acknowledges that this is a federally- and State-funded project. All contractual obligations of both the State and the federal government are subject to the appropriation of resources by the State Legislature and Congress, respectively, and the allocation of resources by various entities, including the California Transportation Commission (CTC) and the United States Department of Transportation. Payments, including those made from City matching funds, to be made to Consultant by City for the Services performed are contingent upon the City receiving all federal and State funding.

c. In the event of the imposition of additional conditions, delays, or a cancellation or reduction in funding, as approved by the Legislature, the CTC or the United States Department of Transportation, Consultant shall be excused from meeting the time and expenditure constraints set forth in the Project Financial Plan and the Project Schedule to the extent of such delay, cancellation or reduction and the Project documents will be amended to reflect the resultant necessary changes in Project funding, scope, or scheduling.

d. Federal and State funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and the State, which are incorporated herein by this reference.

18. Records

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

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

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

19. Maintenance and Inspection of Records

a. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant; or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section 19 in all contracts

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with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

b. City and State each reserve the right to conduct technical and financial audits of the work and records and Consultant agrees, and shall require its contractors and subcontractors to agree, to cooperate with City, State or both by making all appropriate and relevant records available for audit and copying as required in section 19(c).

c. Consultant and its contractors and subcontractors shall each maintain and make available for inspection and audit by City, State, the California State Auditor, or any duly authorized representative of State or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement or any subcontractor's agreement related to the Services, including, but not limited to, the costs of administering the Agreement. Consultant shall furnish copies thereof if requested. All of the above-referenced parties shall make such agreements and all contract materials available at their respective offices at all reasonable times during the entire Term and for three (3) years from the date of submission of the final expenditure report by the State to the FHWA.

d. Consultant shall maintain and make available to the City all documents related to the Services, including without limitation engineering, financial and other data, and methodologies and assumptions used in the determination of Project benefits during the course of the Project, and retain those records for four (4) years from the date of the final closeout of the Project. The Transportation Inspector General of the Independent Office of Audits and Investigations has the right to audit records relating to the Project, including technical and financial data, of the Department of Transportation, the State, the City, Consultant, and any sub-consultants at any time during the course of the Project and for four (4) years from the date of the final closeout of the Project. Therefore, all Project records shall be maintained and made available at the time of request. Financial records will be maintained, and audits will be conducted, in accordance with Generally Accepted Government Auditing Standards.

e. City may request Consultant to submit copies of documents or provide other information to the City for use in its submissions to the agencies affiliated with the grant funds, in which case Consultant shall provide such copies or information to the City as fast as possible, but in no case later than ten (10) calendar days thereafter.

20. Monthly or Quarterly Review

Subject to the discretion of State, City and State shall conduct, on a monthly and/or quarterly basis, on-site reviews of all aspects of the progress of the Project. City has already agreed, during each monthly and/or quarterly progress review, to inform the State regarding:

- a. Whether the Project is proceeding on schedule and within budget;
- b. Any requested changes to the Project Description, Scope of Work, Project Schedule, Overall Funding Plan, or Project Financial Plan contained in documents between the two entities;
- c. Major construction accomplishments during the month and/or quarter;

- d. Any actual or anticipated problems which could lead to delays in schedule, increased costs or other difficulties;
- e. The status of the Project budget; and
- f. The status of critical elements of the Project.

Monthly and/or quarterly reviews of City's progress will include consideration of whether reported implementation activities are within the scope of the Project and in compliance with State laws, regulations, and administrative requirements. Should State or City request any information for any such monthly or quarterly review, Consultant shall immediately turn over such information to the City, or if requested to go elsewhere, with a copy to the City. If any such information is or may be kept by Consultant's contractors and subcontractors, Consultant shall immediately notify all such contractors and subcontractors and ensure they immediately turn over such information to the City, or if requested to go elsewhere, with a copy to the City.

21. Financial System

Consultant, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred costs and matching funds by line item for the Services. The financial management system of Consultant, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by City or State. All accounting records and other supporting papers of Consultant, its contractors and subcontractors connected with Project performance under this Agreement shall be maintained for a minimum of three (3) years and/or bond requirements from the date of final payment to Consultant by the City, or to the City by the grants, whichever is later in time, and shall be held open to inspection, copying, and audit by representatives of State, the California State Auditor, auditors representing the federal government, the City, and auditors representing the City. Copies thereof will be furnished by Consultant, its contractors and subcontractors upon receipt of any request made by any such governmental entity or its agents. In conducting an audit of the costs and match credits claimed under this Agreement, the State, federal government or City will rely to the maximum extent possible on any prior audit of the City pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the City's external and internal auditors may be relied upon and used when planning and conducting additional audits.

22. Confidentiality of Information

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

23. Hold Harmless, Indemnity and Defense

- a. Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, CTC, State, all of their legislative bodies, and all of their officials, officers, employees and agents (the "**Indemnified Party**") from and against all liabilities regardless of nature, type or

cause to the extent that the liabilities arise out of, pertain to, or relate to the negligence, recklessness, or willful omission or misconduct of Consultant, or its employees, agents or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, suits, actions, losses, allegations, damages, penalties, fines, and judgments, including but not limited to tortious, contractual, inverse condemnation or other theories or assertions of liability; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution (singularly a "**Claim**" and collectively the "**Claims**").

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

c. For services under both sections 23a and 23b, the review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

24. Insurance

Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in Exhibit INS-A, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-A. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-A. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

25. Independent Contractor

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

Agreement No. 8791-19-PW

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

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

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

26. Conflict of Interest

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

b. Attached hereto as Exhibit F and incorporated herein by this reference is the Federal Lobbying Activities Certification, which Consultant shall separately sign and submit to the City immediately; this Agreement shall be of no force and effect until Consultant signs and submits the form in Exhibit F to the City.

27. Assignability of Agreement

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

28. Successors and Assigns

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

29. Fair Employment Practices

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

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

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

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

e. Consultant shall comply with: (1) section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in federally assisted programs; (2) the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability irrespective of funding; and (3) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

f. Consultant shall comply with the requirements of the Fair Employment Practices Addendum and the Nondiscrimination Assurances, which are attached hereto as Exhibits D and E, respectively, and incorporated herein by this reference. Any agreement entered into by Consultant with a third party for performance of work related to this Agreement shall incorporate these exhibits with third party's name replacing Consultant as essential parts of such agreement to be enforced by that third party as verified by Consultant.

30. Americans with Disabilities Act; Access for Persons with Disabilities

a. Consultant shall comply with, and ensure that all of its subconsultants and subcontractors shall comply with, the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

b. If disabled access review by the Department of General Services (Division of the State Architect) is required by law for the Project, Consultant shall conform all plans and

specifications for such facilities to the provisions of California Government Code sections 4450 and 4454 as well as Title 24 of the California Code of Regulations.

31. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended

Consultant shall comply with, ensure subcontractors comply with, and draft plans and specifications in accordance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the federal government and the Regional Office of the Environmental Protection Agency (EPA).

32. Energy Efficiency

Consultant shall comply with, ensure subcontractors comply with, and draft plans and specifications in accordance with mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

33. Force Majeure

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

34. Time of Essence

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

35. Covenants and Conditions

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

36. Governing Law

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

37. Compliance with Laws

a. Consultant shall comply with, and shall ensure its subcontractors and vendors

comply with, all City, State, and federal ordinances, laws, statutes, regulations (including Title 23 Code of Federal Regulation [“CFR”] and 2 CFR Part 200), policies and procedures (including those set forth in the California Project Development Procedures Manual, Highway Design Manual, Local Assistance Procedures Manual and the Local Assistance Program Guidelines and all procedural and instructional memoranda as well as the California Transportation Commission SB1 Accountability and Transparency Guidelines, Trade Corridors Enhancements Program [“TCEP”] Guidelines, Local Partnership Program [“LPP”] Guidelines, Solutions for Congested Corridors Program [“SCCP”] Guidelines and related policies) now or hereafter in force pertaining to the Services performed by Consultant pursuant to this Agreement.

b. Consultant shall comply with, and shall ensure its subcontractors and vendors comply with, 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code [“PCC”] 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable State and federal regulations. Any costs for which Consultant has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable State and federal regulations, are subject to repayment by Consultant to City, even if Consultant has already expended such funds on subcontractors. Should Consultant fail to refund any moneys due upon written demand by City as provided hereunder, or should Consultant breach this Agreement by failing to complete Services without adequate justification and approval by City, then, within ten (10) calendar days of demand, or within such other period as may be agreed to in writing between the parties, City may withhold or demand a transfer of an amount equal to the amount paid by or owed to City from future apportionments, or any other funds due Consultant, and/or may withhold approval of future Consultant projects with the City.

c. Consultant is to comply with, and ensure its subconsultants and subcontractors comply with, all CTC resolutions as adopted or currently amended as well as the guidelines, and policies applicable to State- funded programs (or projects) including, but not limited to, Section 190, State Highway Account, Public Transportation Account, Proposition I8, Proposition IA, and the Road Repair and Accountability Act of 2017, respectively.

38. Debarment

Consultant certifies that neither it nor its principals are suspended or debarred at the time of the execution of this Agreement and are not listed on the government wide Excluded Parties List System in the System for Award Management (SAM). Consultant agrees that it will notify City immediately in the event a suspension or a debarment occurs after the execution of this Agreement.

39. Severability

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

40. Waiver

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

41. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

42. Arbitration

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

43. Expenses of Enforcement

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

44. Authority to Execute

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

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

45. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to 660 South Figueroa Street, Suite 2050, Los Angeles, CA 90017.

Agreement No. 8791-19-PW

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Transportation Division, 305 West Third Street, East Wing Second Floor, Oxnard, California 93030, Attention: Debbie O'Leary.

46. Amendment

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

47. Entire Agreement

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

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

CITY OF OXNARD

Alexander Nguyen, City
Manger

Date

**KIMLEY-HORN AND ASSOCIATES,
INC.**

Robett D. Blume, Vice
President

Date

APPROVED AS TO FORM:

Stephen M. Fischer,
City Attorney

Date

Sri Chakravarthy, Vice
President

12-31-19

Date

KHACA
12

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Transportation Division, 305 West Third Street, East Wing Second Floor, Oxnard, California 93030, Attention: Debbie O'Leary.

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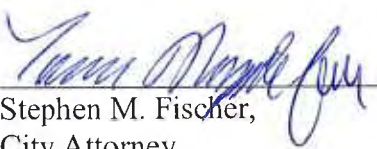
CITY OF OXNARD

**KIMLEY-HORN AND ASSOCIATES,
INC.**

Alexander Nguyen, City Manger Date

Robert D. Blume, Vice President Date

APPROVED AS TO FORM:



Stephen M. Fischer, City Attorney Date 1-6-2020

Sri Chakravarthy, Vice President Date

Agreement No. 8791-19-PW

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CITY OF OXNARD

**KIMLEY-HORN AND ASSOCIATES,
INC.**

Alexander Nguyen, City
Manger

Date

Robert D. Blume, Vice
President

Date

APPROVED AS TO FORM:

Stephen M. Fischer
City Attorney

Date

Sri Chakravarthy, Vice
President

Date

EXHIBIT A**SCOPE OF SERVICES****Scope of Services**

The scope of work below covers the requirements that are specified in the City's RFP, as well as supplemental information based on our experience on similar projects. We have included a deliverable-based approach to scope the project during design, bidding, and construction phases (Tasks 1-4, and one optional task).

Task 1: Project Management, Meetings, and Coordination

The Kimley-Horn team has developed a schedule based upon our experience delivering other similar projects. We have developed a successful project management approach consisting of the following proven fundamentals:

- Schedule and conduct a project kick-off meeting and up to three (3) progress meetings, including a pre-bid meeting and a bid review meeting.
- Kimley-Horn's project manager will be responsible for providing and updating the project schedule and will manage the project team, set up meetings, and overall project coordination and management.
- Prepare monthly progress reports and supporting data. The progress report shall include accomplished tasks for the month, anticipated progress for the next month, pending issues, and schedule completion target dates.
- Maintain a quality control plan during the entire course of the project.

Deliverables for this task:

- Provide project management and prepare monthly invoices (assuming 6 months and 2 months of bidding phase)
- Prepare project schedule and updates (assume 4 revisions)
- Attend in-person progress meetings and meeting summaries (assume up to 4 meetings with City staff, City Council, or other agency staff)

Task 2: Utility Coordination and Field Investigation

Kimley-Horn will perform a field visit to document the location features, such as signing and striping, curb/gutter, sidewalk, and the presence of above-ground and visible below-ground utilities. We will also note the locations of proposed conduit, pull boxes, traffic signal poles and curb ramps—examining existing traffic signal equipment and completing an inventory of traffic signal cabinet equipment. A portion of this effort has already been completed in the assessments provided after this scope of work. Photographs of all traffic signal controller cabinets—showing all contents front and back—and of potential problems locations or issues requiring special attention, will be taken at all project locations during the field visit and maintained in electronic photo logs with written descriptions.

Kimley-Horn will send Utility Notices (preliminary and final notices), in the form provided by the City, to utility companies and agencies with facilities located within the limits of the project. We will identify possible conflicts and incorporate into design as appropriate. Utility information received from utility companies will be included on the project base plans. In addition, we will visually verify utilities in the field so that they are shown correctly on the plans. Kimley-Horn will also coordinate with the utility companies/agencies in the event of any conflicts or relocations. We will coordinate the potholing of utilities at up to five (5) locations in order to determine the depth and to verify the location of the facility.

Deliverables for this task:

- Field photo logs with written descriptions for City records
- Utility notification and coordination

Task 3: Plans, Specifications, and Estimate

Kimley-Horn will prepare design plans, specifications, and opinions of probable construction cost estimates (PS&E). We will utilize as-built street improvement, striping, or traffic signal plans provided by the City for preparation of base plans. The plans will be prepared in accordance with the City of Oxnard standards. The PS&E package will include the following:

- Design plans will be prepared using AutoCAD and electronic files will be submitted to the City.
- Construction specifications will be consistent with the City's format.
- An itemized bid schedule and opinions of probable construction cost (OPCC) will be prepared. The detailed quantities will be submitted at multiple design stages. We will address one round of consolidated comments per submittal and changes will be incorporated into the subsequent submittal.
- The complete set of bid package, including OPCC, will be prepared in Microsoft Word and an electronic copy will be submitted to the City.

3.1 Plans. Kimley-Horn will prepare traffic signal modification plans for upgrades to the following signalized intersections for the purpose of modifying the traffic signals as described in the RFP.

- Oxnard Boulevard at Fifth Street
- Saviers Road at Elm Street
- Saviers Road at Bryce Canyon Avenue/Thomas Avenue
- Saviers Road at Bard Road
- Saviers Road at Pleasant Valley Road

All traffic signal modification plans shall be prepared at 1" = 20' scale using AutoCAD 2018 or later format and will show all utilities and existing above ground features.

Completed project plans shall include the following:

- Title Sheet (1 sheet)
- General Notes Sheet (1 sheet)
- Traffic Signal Modification Design Plans (5 sheets)
- Construction Details including signal striping, curb ramp, and interconnect details (up to 3 sheets)

Project plans that are not currently included in this scope include separate signing and striping plans, interconnect (fiber-optic) design plans, traffic control plans, street lighting plans, and any civil engineering plans. These plan sheets could be added on as additional optional project plans.

Kimley-Horn will prepare and submit the design plans at three levels of completion as identified below:

- Preliminary (65%) Plans
- Pre-Final (95%) Plans

- Final (100%) Plans

Deliverables for this task:

At 65% and 95% completion levels, the following will be provided for submittal:

- Two (2) sets of the plans consisting of full-size 24"x36" black line prints printed on bond paper
- One (1) digital file of the plans in PDF format

At 100% completion level, the following will be provided for submittal:

- One (1) set of the plans plotted on mylar film suitable for reproduction by the City
- Two (2) sets of the plans consisting of full-size 24"x36" black line prints printed on bond paper
- One (1) digital file of the construction plans in PDF format
- Digital copy of AutoCAD drawing files in DWG format

3.2 Project Specifications. Kimley-Horn will prepare project technical specifications in Microsoft Word format for incorporation into the City's boilerplate. We will prepare and submit the specifications at three levels of completion (65%, 95%, and Final), as defined below (together with the corresponding project plans and OPCC).

Deliverables for this task:

At 65% and 95% completion level, the following will be provided for submittal:

- Two (2) sets of the technical specifications printed on letter-sized paper and staple bound
- One (1) digital file of the specifications in PDF format

At 100% completion level, the following will be provided for submittal:

- One (1) set of the contract specifications printed on standard white letter-sized paper, submitted unbound, and suitable for reproduction by the City
- Digital copy of Microsoft Word file(s) in DOC format

3.3 Opinion of Probable Construction Costs (OPCC). Kimley-Horn will prepare an opinion of probable construction cost in Microsoft Excel format. The OPCC shall include construction contract line items, quantities based on plan takeoffs, and unit prices based on current readily available industry construction prices. We will prepare and submit the OPCC at three levels of completion (65%, 95%, and Final), as defined below (together with the corresponding project plans and specifications).

Deliverables for this task:

At 65% and 95% completion level, the following will be provided for submittal:

- Two (2) sets of the engineer's OPCC printed on letter-sized paper and staple bound
- One (1) digital file in PDF format

At 100% completion level, the following will be provided for submittal:

- One (1) set of the engineer's OPCC printed on standard white letter-sized paper
- Digital copy of Microsoft Excel file(s) in XLS format

Task 4: Bid Phase Support

The Kimley-Horn team will provide the following services under this task. We have assumed a bid phase duration of 2 months:

- Review and respond to bidder questions regarding the PS&E package
- Assist the City with the preparation of any necessary addendum(s)

Deliverables for this task:

- Bid Phase Support Services

Optional Task: Construction Support

Per the RFP, it will be at the City's discretion to retain the selected Consultant for construction support involving changes to design. If construction support for changes to design is desired by the City, the Kimley-Horn team will provide the following services under this task. We have assumed a construction duration of 12 months:

- Kimley-Horn's project manager will attend the pre-construction meeting and site meetings with the City and the contractor, and within the budget allocated in this task.
- Review and respond to shop drawing submittal for conformity with the plans and specs
- Review and respond to Request for Information (RFI) or Change Request (CR) from the City or Contractor within three working days from the time of notice
- Review design change request and prepare new design plans, if needed
- Maintain a log of all changes (either clouded or clearly described) to approved plan set
- Assist City's project manager in reviewing and making recommendations to Contract Change Order—and in preparing an opinion of probable cost for cost analysis of change order work
- Prepare record drawings upon completion of the project based upon the red lined plans from the Contractor and their subcontractors. Final record drawing will need to be both in electronic files (CAD and PDF) and mylars.

EXHIBIT B

SCHEDULE OF SERVICES

Time is of the essence for this project due to the Caltrans Congestion Mitigation Air Quality (CMAQ) grant funding. The City intends to issue the Notice to Proceed (NTP) to the selected Consultant after City Council action. The Consultant shall begin work as soon as the NTP is issued. City anticipates a construction bid-ready PS&E package to be completed within six (6) months of the NTP.

EXHIBIT C
COMPENSATION RATES
(see attached tables that follow)

* In any case, payments to Consultant for related travel and subsistence (per diem) expenses of Consultant forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by Consultant are in excess of DPA rates, Consultant is responsible for the cost difference, and any overpayments inadvertently paid by City shall be reimbursed to City by Consultant on demand within thirty (30) days of such invoice.

CITY OF OXNARD

194.28% Overhead%

193.59% Overhead% w/o FCCM

10%	50%	Feed
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[illegible]

ITEM #K-5

Exhibit 10-H1 Cost Proposal
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts
 (Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant
Consultant Kimley-Horn and Associates, Inc.Project No. HSIPL-5129(093) Contract No. _____ Date 8/29/2019**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate*	Total
Principal In Charge	Bob Blume	6	\$102.40	\$ 614.40
Project Manager	Sri Chakravarthy	101	\$68.76	\$ 6,944.76
QA/QC	Jean Fares	19	\$87.98	\$ 1,671.62
Professional II	Sowmya Chandrasekhar	46	\$61.30	\$ 2,819.80
Professional II	Nicole Dias	14	\$52.42	\$ 733.88
Professional I	Roxannabelle Perfecto	26	\$46.16	\$ 1,200.16
Analyst	Zach McFann	241	\$39.20	\$ 9,447.20
Analyst	Matt Stewart	22	\$38.72	\$ 851.84
Analyst	Jared Chrisman	270	\$34.38	\$ 9,282.60
Professional	TBD	20	\$55.64	\$ 1,112.80
Analyst	TBD	98	\$35.82	\$ 3,510.36
Project Support	TBD	16	\$32.03	\$ 512.48

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 38,701.90
 b) Anticipated Salary Increases (see page 2 for calculation) \$ 193.51
c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 38,895.41

INDIRECT COSTS

d) Fringe Benefits (Rate: 40.71%) e) Total Fringe Benefits [(c) x (d)] \$ 15,834.32
 f) FCCM (Rate: 0.69%) g) Overhead [(c) x (f)] \$ 268.38
 h) General and Administrative (Rate: 152.88%) i) Gen & Admin [(c) x (h)] \$ 59,463.30

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 75,566.00

FIXED FEE

k) TOTAL FIXED FEE [(c) + (e) + (i)* fixed fee 10%] \$ 11,419.30

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage	800	Fed Rate	\$0.58	\$ 464.00
Travel			\$0.00	\$ 400.00
Outside Printing			\$0.00	\$ 800.00
Mailings/Courier/Overnight Delivery			\$0.00	\$ 200.00

l) TOTAL OTHER DIRECT COSTS \$ 1,864.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: \$
(m) TOTAL SUBCONSULTANTS' COSTS \$ -

(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 1,864.00

TOTAL COST [(c) + (j) + (k) + (n)] \$ 127,744.71

Exhibit 10-H Cost Proposal
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts
 (Calculations for Anticipated Salary Increases)

Consultant Kimley-Horn and Associates, Inc. Contract No. _____ Date 8/29/2019

1. Calculate average hourly rate for 1st Period of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	Contract Duration
\$ 38,701.90	879	= \$44.03	Period 1 Avg Hourly Rate

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

Avg Hourly Rate	Proposed Escalation		
Period 1 \$44.03	+	5%	= \$46.23 Period 2 Avg Hourly Rate
Period 2 \$46.23	+	5%	= \$48.54 Period 3 Avg Hourly Rate
Period 3 \$48.54	+	5%	= \$50.97 Period 4 Avg Hourly Rate
Period 4 \$50.97	+	5%	= \$53.52 Period 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each period by total hours)

Estimated % Completed Each Period	Total Hours per Cost Proposal	Total Hours per Period	
Period 1 90.00%	* 879	= 791.1	Estimated Hours Period 1
Period 2 10.00%	* 879	= 87.9	Estimated Hours Period 2
Period 3 0.00%	* 879	= 0	Estimated Hours Period 3
Period 4 0.00%	* 879	= 0	Estimated Hours Period 4
Period 5 0.00%	* 879	= 0	Estimated Hours Period 5
Total 100%	Total	= 879	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

Avg Hourly Rate (calculated above)	Estimated Hours (calculated above)	Cost Per Period	
Period 1 \$44.03	* 791.1	= \$34,831.71	Estimated Hours Period 1
Period 2 \$46.23	* 87.9	= \$4,063.70	Estimated Hours Period 2
Period 3 \$48.54	* 0	= \$0.00	Estimated Hours Period 3
Period 4 \$50.97	* 0	= \$0.00	Estimated Hours Period 4
Period 5 \$53.52	* 0	= \$0.00	Estimated Hours Period 5

Total Direct Labor Cost with Escalation = \$38,895.41
 Direct Labor Subtotal before escalation = \$38,701.90
 Estimated total of Direct Labor Salary Increase = **\$193.51** Transfer to Page 1

Period 1 = Contract inception through 6/30/20 Period 2 = 7/1/20 through 6/30/21 Period 3 = 7/1/21 through 6/30/22
 Period 4 = 7/1/22 through 6/30/23 Period 5 = 7/1/23 through 6/30/24

Exhibit 10-H1 Cost Proposal

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Anthony Podegracz Title*: Vice President

Signature:  Date of Certification (mm/dd/yyyy): 8/29/2019

Email: anthony.podegracz@kimley-horn.com Phone Number: 213-261-4040

Address: 660 S. Figueroa St., Suite 2050, Los Angeles, CA 90017

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Engineering Services

EXHIBIT D
FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, Consultant and its subconsultants and subcontractors will not discriminate, harass or allow harassment against any employee or applicant for employment because of race, color, sex, sexual orientation, religion or religious creed, ancestry or national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including but not limited to cancer), age, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Consultant will take affirmative action to ensure that employees are treated during employment without regard to their race, color, sex, sexual orientation, religion or religious creed, ancestry or national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including but not limited to cancer), age, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; evaluation; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and general treatment. Consultant shall post in conspicuous places, available to employees for employment, notices to be provided by State setting forth the provisions of this Fair Employment section.

2. Consultant, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq. and 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapters 5 of Divisions 4 and 4.1 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and each of its subconsultants and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreements, as appropriate.

3. Consultant shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this Agreement.

4. Consultant will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by State, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by State, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) State may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which Consultant was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that Consultant has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, State shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by State in securing the goods or services thereunder shall be borne and paid for by Consultant and by the surety under the performance bond, if any, and State may deduct from any moneys due or thereafter may become due to Consultant, the difference between the price named in the Agreement and the actual cost thereof to State to cure Consultant's breach of this Agreement.

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EXHIBIT E**NONDISCRIMINATION ASSURANCES**

CONSULTANT HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the State, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C.

2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the Regulations), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Consultant receives federal financial assistance from the Federal Department of Transportation. CONSULTANT HEREBY GIVES ASSURANCE THAT CONSULTANT will promptly take any measures necessary to effectuate this Agreement. This assurance is required by subsection 21.7(a)(1) of the Regulations.

More specifically, and without limiting the above general assurance, Consultant hereby gives the following specific assurances with respect to its federal-aid Program:

1. That Consultant agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

2. That Consultant shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with the federal-aid program and, in adapted form, in all proposals for negotiated agreements:

Consultant hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That Consultant shall insert the clauses of Appendix A of this assurance in every agreement subject to the Act and the Regulations.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where Consultant receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where Consultant receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That Consultant shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Consultant with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-

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aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid program.

8. That this assurance obligates Consultant for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates Consultant or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which Consultant retains ownership or possession of the property.

9. That Consultant shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that Consultant, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the Act, the Regulations, this Assurance and the Agreement.

10. That Consultant agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this Assurance.

11. Consultant shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any State assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. Consultant shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of State assisted contracts. Consultant's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Implementation Agreement, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31 USC 3801 *et seq.*)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to Consultant by State, acting for the U.S. Department of Transportation, and is binding on Consultant, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

Appendices A through D are attached hereto and incorporated herein by this reference.

APPENDIX A TO EXHIBIT E

During the performance of this Agreement, Consultant, for itself, its assignees and successors in interest (hereinafter collectively referred to as Consultant) agrees as follows:

(1) Compliance with Regulations: Consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to Consultant's books, records, accounts, other sources of information, and its facilities as may be determined by State or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to State or the FHWA as appropriate, and shall set forth what efforts Consultant has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of Consultant's noncompliance with the nondiscrimination provisions of this agreement, State shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to Consultant under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: Consultant shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Consultant shall take such action with respect to any sub-agreement or procurement as State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Consultant may request State enter into such litigation to protect the interests of State, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

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APPENDIX B TO EXHIBIT E

The following clauses shall be included in any and all deeds effecting or recording the transfer of Project real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that Consultant will accept title to the lands and maintain the Project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Consultant all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit D attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Consultant and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on Consultant, its successors and assigns.

Consultant, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and)*

(2) that Consultant shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended(;) and

(3) that **in the** event of breach of any of the above-mentioned nondiscrimination conditions, the

U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

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APPENDIX C TO EXHIBIT E

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by Consultant, pursuant to the provisions of Assurance 7(a) of Exhibit E.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said {license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to re-enter said land and facilities thereon, and the above- described lands and facilities shall thereupon revert to and vest in and become the absolute property of Consultant and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

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APPENDIX D TO EXHIBIT E

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the Consultant, pursuant to the provisions of Assurance 7(b) of Exhibit E.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said {license, lease, permit, etc.) had never been made or issued.

{Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to re-enter said land and facilities thereon, and the above- described lands and facilities shall thereupon revert to and vest in and become the absolute property of Consultant, and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

Agreement No. 8791-19-PW

EXHIBIT F**FEDERAL LOBBYING ACTIVITIES CERTIFICATION**

1. The undersigned certifies, to the best of his or her knowledge and belief, that:

a. No federal or state appropriated funds have been paid or will be paid, by or on behalf of Consultant or the undersigned, to any person for influencing or attempting to influence an officer or employee of any State or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the State Legislature or Congress, or any employee of a Member of the State Legislature or Congress in connection with the awarding of any State or federal contract, including this Agreement, the making of any State or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any State or federal contract, grant, loan, or cooperative contract.

b. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Agreement, grant, local, or cooperative contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

2. The undersigned shall require that the language of this certification be included in all lower tier sub-agreements and that all such sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when the Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, United States Code. Any party who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Consultant:

Name: Robert D. Blume

Title: Vice President

Signature: 

Date: 12/31/19

Name: Srikanth Chakravarthy

Title: Vice President

Signature: 

Date: 12/31/19

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

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

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

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

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

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

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

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

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

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

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

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

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

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

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B**COVERAGES**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000

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

CERTIFICATE HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. _____

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT ~~FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

Rev. 12/19

Rev. 12/19

CITY OF OXNARD
Oxnard Boulevard & Saviers Road Signal Improvements-PW19-97

		Kimley-Horn and Associates, Inc.												
		Name	Bob Blume	Sri Chakravarthy	Jean Fares	Sowmya Chandrasekhar	Nicole Dias	Roxannabelle Perfecto	Zach McFann	Matt Stewart	Jared Chrisman	Professional	Analyst	Project Support
		Category/Title	Principal-In-Charge	Project Manager	QA/QC	Professional II	Professional II	Professional I	Analyst	Analyst	Analyst			
194.28%	Overhead%	Direct Rate	\$102.40	\$68.76	\$87.98	\$61.30	\$52.42	\$46.16	\$39.20	\$38.72	\$34.38	\$55.64	\$35.82	\$32.03
193.59%	Overhead% w/o FCCM	Billing Rate	\$331.41	\$222.53	\$284.74	\$198.39	\$169.65	\$149.39	\$126.87	\$125.31	\$111.27	\$180.07	\$115.93	\$103.66
10%	Fee%													
Task 1:	Project Management		2	32		8			22					6
1.1	Project Management		2	20		8			10					6
1.2	Meetings			12					12					24
Task 2:	Utility Coordination and Field Investigation			4		2			26		30		50	112
2.1	Utility Coordination			2		2			6		10		10	30
2.2	Field Investigation			2					20		20		40	82
Task 3:	PS&E		4	60	19	36	14	26	188	22	240	20	48	10
3.1	Plans		4	46	15	20	14	26	142	22	240	20		559
3.2	Project Specifications			8	2	16			30				20	76
3.3	Opinion and Probable Cost			6	2				16				28	52
Task 4	Bid Phase Support			5					5					10
4.1	Bid Phase Support			5					5					10
TOTAL HOURS			6	101	19	46	14	26	241	22	270	20	98	16
Subtotal Labor:			\$ 1,988.44	\$ 22,475.95	\$ 5,410.01	\$ 9,125.97	\$ 2,375.12	\$ 3,884.19	\$ 30,574.82	\$ 2,756.89	\$30,042.11	\$3,601.45	\$ 11,360.89	\$ 1,658.59
Other Direct Costs														
Labor Escalation														\$ 2,490.27
Mileage														\$ 626.27
Travel														\$ 464.00
Outside Printing														\$ 400.00
Mailings/Courier/Overnight Delivery														\$ 800.00
TOTAL COST:														\$ 200.00
														\$ 127,744.71

		OPTIONAL TASK												
Task 5	Construction Support		0	20	0	0	0	0	40	0	0	0	0	
5.1	Construction Support for Changes to Design			20					40					60
Subtotal Labor and Hours for Optional Task:														\$ 9,525.34
TOTAL COST with Optional Task:														\$ 137,270.06

Exhibit 10-H1 Cost Proposal
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts
 (Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed



Prime Consultant



Subconsultant



2nd Tier Subconsultant

Consultant Kimley-Horn and Associates, Inc.Project No. HSIPL-5129(093)

Contract No. _____

Date 8/29/2019**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate*	Total
Principal In Charge	Bob Blume	6	\$102.40	\$ 614.40
Project Manager	Sri Chakravarthy	101	\$68.76	\$ 6,944.76
QA/QC	Jean Fares	19	\$87.98	\$ 1,671.62
Professional II	Sowmya Chandrasekhar	46	\$61.30	\$ 2,819.80
Professional II	Nicole Dias	14	\$52.42	\$ 733.88
Professional I	Roxannabelle Perfecto	26	\$46.16	\$ 1,200.16
Analyst	Zach McFann	241	\$39.20	\$ 9,447.20
Analyst	Matt Stewart	22	\$38.72	\$ 851.84
Analyst	Jared Chrisman	270	\$34.38	\$ 9,282.60
Professional	TBD	20	\$55.64	\$ 1,112.80
Analyst	TBD	98	\$35.82	\$ 3,510.36
Project Support	TBD	16	\$32.03	\$ 512.48

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 38,701.90

b) Anticipated Salary Increases (see page 2 for calculation)

\$ 193.51

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 38,895.41****INDIRECT COSTS**d) Fringe Benefits (Rate: 40.71%)

e) Total Fringe Benefits [(c) x (d)] \$ 15,834.32

f) FCCM (Rate: 0.69%)

g) Overhead [(c) x (f)] \$ 268.38

h) General and Administrative (Rate: 152.88%)

i) Gen & Admin [(c) x (h)] \$ 59,463.30

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 75,566.00****FIXED FEE**k) **TOTAL FIXED FEE [(c) + (e) + (i)* fixed fee 10%] \$ 11,419.30****l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage	800	Fed Rate	\$0.58	\$ 464.00
Travel			\$0.00	\$ 400.00
Outside Printing			\$0.00	\$ 800.00
Mailings/Courier/Overnight Delivery			\$0.00	\$ 200.00

l) **TOTAL OTHER DIRECT COSTS \$ 1,864.00****m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1:

\$

(m) **TOTAL SUBCONSULTANTS' COSTS \$ -**(n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 1,864.00****TOTAL COST [(c) + (j) + (k) + (n)] \$ 127,744.71**

Exhibit 10-H Cost Proposal
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts
 (Calculations for Anticipated Salary Increases)

Consultant Kimley-Horn and Associates, Inc. Contract No. _____ Date 8/29/2019

1. Calculate average hourly rate for 1st Period of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	Contract Duration
\$ 38,701.90 /	879	= \$44.03	Period 1 Avg Hourly Rate

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

Avg Hourly Rate	Proposed Escalation		
Period 1 \$44.03 + 5%	=	\$46.23	Period 2 Avg Hourly Rate
Period 2 \$46.23 + 5%	=	\$48.54	Period 3 Avg Hourly Rate
Period 3 \$48.54 + 5%	=	\$50.97	Period 4 Avg Hourly Rate
Period 4 \$50.97 + 5%	=	\$53.52	Period 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each period by total hours)

Estimated % Completed Each Period	Total Hours per Cost Proposal	Total Hours per Period	
Period 1 90.00% *	879	= 791.1	Estimated Hours Period 1
Period 2 10.00% *	879	= 87.9	Estimated Hours Period 2
Period 3 0.00% *	879	= 0	Estimated Hours Period 3
Period 4 0.00% *	879	= 0	Estimated Hours Period 4
Period 5 0.00% *	879	= 0	Estimated Hours Period 5
Total 100%	Total	= 879	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

Avg Hourly Rate (calculated above)	Estimated Hours (calculated above)	Cost Per Period	
Period 1 \$44.03 *	791.1	= \$34,831.71	Estimated Hours Period 1
Period 2 \$46.23 *	87.9	= \$4,063.70	Estimated Hours Period 2
Period 3 \$48.54 *	0	= \$0.00	Estimated Hours Period 3
Period 4 \$50.97 *	0	= \$0.00	Estimated Hours Period 4
Period 5 \$53.52 *	0	= \$0.00	Estimated Hours Period 5

Total Direct Labor Cost with Escalation = \$38,895.41
 Direct Labor Subtotal before escalation = \$38,701.90
 Estimated total of Direct Labor Salary Increase = **\$193.51** Transfer to Page 1

Period 1 = Contract inception through 6/30/20

Period 2 = 7/1/20 through 6/30/21

Period 3 = 7/1/21 through 6/30/22

Period 4 = 7/1/22 through 6/30/23

Period 5 = 7/1/23 through 6/30/24

Exhibit 10-H1 Cost Proposal

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, and allocable to the contract in accordance with the contract terms and the following requirements:

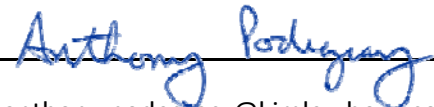
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Anthony Podegracz Title*: Vice President

Signature:  Date of Certification (mm/dd/yyyy): 8/29/2019

Email: anthony.podegracz@kimley-horn.com Phone Number: 213-261-4040

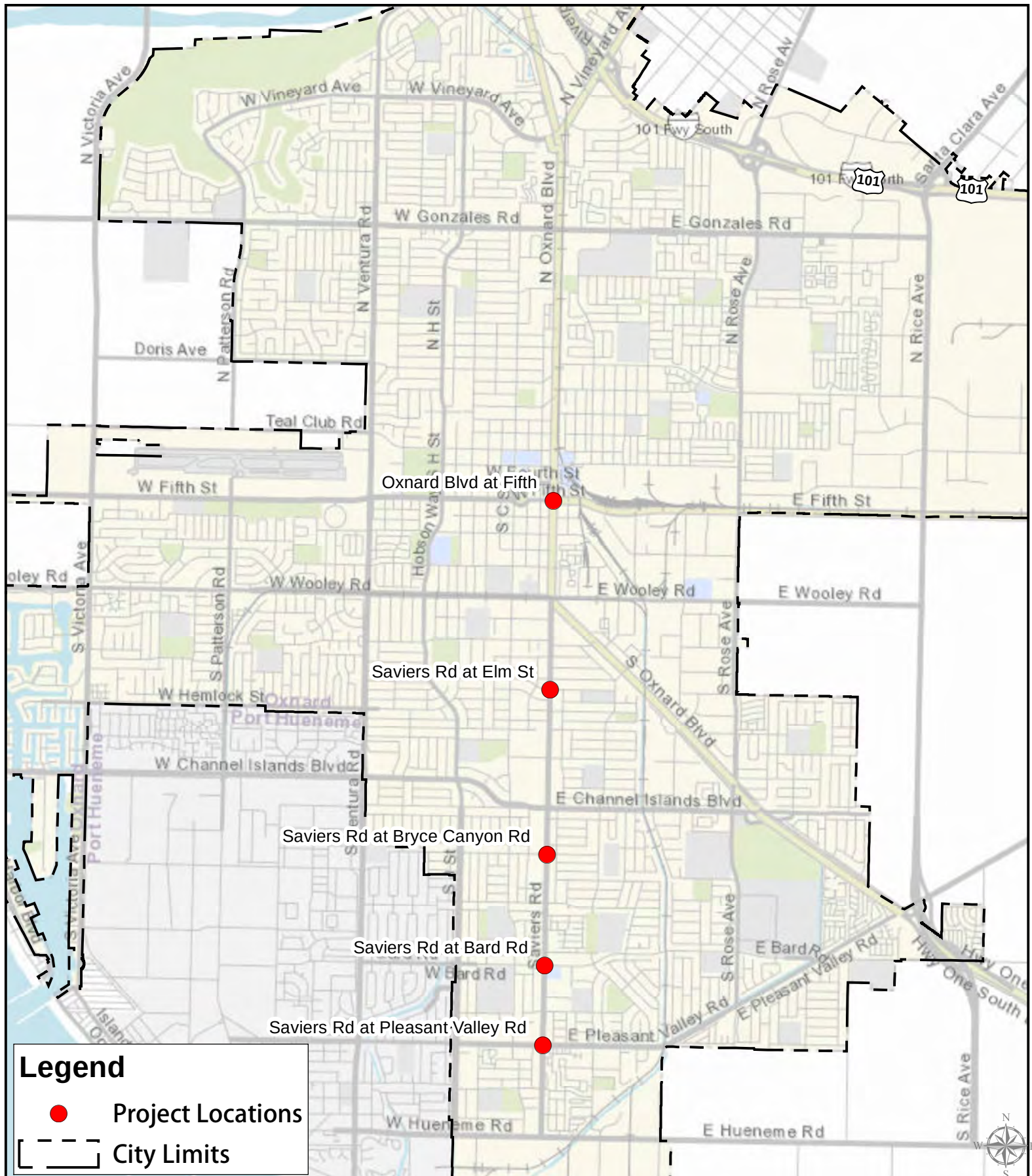
Address: 660 S. Figueroa St., Suite 2050, Los Angeles, CA 90017

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Engineering Services

OXNARD BOULEVARD & SAVIERS ROAD SIGNAL IMPROVEMENTS (PW19-97): EXHIBIT 14 - PROJECT LOCATION





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

DATE: February 4, 2020

TO: City Council

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

SUBJECT: Dokken Engineering 8792-19-PW Traffic Signal Modifications Project No. 183114.

RECOMMENDATION

That City Council:

1. Approve a budget appropriation of \$164,355 to Traffic Signal Modifications PW 19-98 (Project No. 183114). This amount includes \$14,685 from the fund balance of the Circulation System Improvement Fees (Fund 354) and an increase in Highway Safety Improvement Program (HSIP) grant revenue (Fund 275) of \$149,670; and
 2. Authorize the Mayor to execute Agreement No. 8792-19-PW in the amount of \$224,833 with Dokken Engineering for the Traffic Signal Modifications project PW 19-98 (Project No. 183114).
- (Public Works and Transportation Committee approved 3-0)

BACKGROUND

The Traffic Signal Modifications (Project), as identified in the 2019-2024 Capital Improvement Program (CIP), (previously identified as Citywide Signal Modifications prior to the 2019-2024 CIP) will design traffic signal improvements at seven intersections (see attached Map):

- Oxnard Boulevard at Fourth Street
- Oxnard Boulevard at Seventh Street
- Oxnard Boulevard at Date Street
- Ventura Road at Seventh Street
- Channel Islands Boulevard at Statham Boulevard
- Channel Islands Boulevard at Cloyne Street/Gisler Avenue
- Channel Islands Boulevard at J Street

Scope includes designing new signal poles, mast arms, signal heads, protected left-turn phasing, LED lighting, detection loops and ADA improvements. Emergency vehicle preemption and enhanced intersection lighting will also be considered.

DISCUSSION

The Project was advertised for consultants to prepare Plans, Specifications & Estimates (PS&E) on July 15, 2019, with proposals due on August 14, 2019. The City Engineer, City Traffic Engineer and Transportation Planner evaluated proposals for completeness, qualifications & experience, organization & approach, scope of services, schedule of work, conflict of interest and references.

The City received four proposals and Dokken Engineering was selected as the most qualified. The Consultant's insurance coverage has been documented and verified. The total estimate for contract 8792-19-PW is \$224,833. Staff time for project management is estimated to be \$24,000. The Project is funded in part by a previously recognized \$93,150 federal Highway

Safety Improvement (HSIP) grant fund (275) and \$10,350 of Circulation System Improvement Fees fund (354). In order to fully fund the PS&E phase, the City's Transportation Planner secured an additional \$149,670 in federal HSIP grant funding. Staff is requesting an additional \$14,685 from fund (354). The construction phase for this project has been programmed in the CIP in Fiscal Year 2020-21.

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.

FINANCIAL IMPACT

Approval of this recommendation will appropriate \$14,685 from the fund balance of Circulation System Improvement Fees (Fund 354) and appropriate \$149,670 of additional HSIP grant revenue (Fund 275) for Traffic Signal Modifications PW 19-98 (Project 183114). After this appropriation request, the projected FY 2019-20 unassigned fund balance of Circulation System Improvement Fees (Fund 354) is \$6.72 million.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on January 14, 2020 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Debbie O'Leary, Transportation Planner

ATTACHMENTS

1. Dokken Engineering 8792-19-PW do
2. Budget Appropriation
3. Cost Proposal rev 1
4. Project Location Map

Agreement No. 8792-19-PW

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“**Agreement**”) is made and entered into in the County of Ventura, State of California, this 4th day of February, 2020 by and between the City of Oxnard, a municipal corporation (“**City**”), and Dokken Engineering (“**Consultant**”). City and Consultant are sometimes individually referred to as “**Party**” and collectively as “**Parties.**”

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

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

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

1. Scope of Services

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

2. Method of Performing Services

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

3. Standard of Performance

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

4. Nonexclusive Services

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

5. Coordination of Services

The Services shall be coordinated with Debbie O’Leary, Transportation Planner (“**Manager**”), subject to the direction of the City Manager or Public Works Director.

Agreement No. 8792-19-PW

6. Place of Work

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

7. Correction of Errors

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

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement pursuant to the schedule provided in **Exhibit B** attached hereto and incorporated herein by this reference. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Mike Greer as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

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

11. City's Responsibility

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

12. Term of Agreement

This Agreement shall begin on February 4, 2020 and expire on February 4, 2023.

13. Termination

This Agreement may be terminated by City for cause or convenience and at no cost to the City if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery

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or mailing of such notice; however, if the City terminates the Agreement due in any part to a termination or reduction of State or federal funding, the termination shall be effective immediately upon the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant for Services successfully rendered, as determined solely by City, as of the effective date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$224,833.19 for the Services at rates provided in Exhibit C attached hereto and incorporated herein by this reference.

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

c. Payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

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

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

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager. Consultant waives payment for any item not appearing on an invoice in the month in which such Services were rendered; in any case, Consultant shall not "back-charge" Services performed.

b. City must submit invoices to the granting agencies on its letterhead with its address formatted in accordance with the Local Assistance Procedures. Should City need any documentation or additional information from Consultant in order to submit City's invoices to the granting agencies, Consultant shall provide such documentation or additional information within ten (10) calendar days of the request from the City.

c. Consultant shall maintain current monthly records, books, documents, receipts, papers, accounts and other evidence pertaining to the Services performed and costs incurred.

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Such items shall be adequate to reflect the time involved and cost of performing the Services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

d. Consultant must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by Consultant. Consultant agrees to submit supporting backup documentation with invoices if requested by City or State. Acceptable backup documentation includes, but is not limited to, a progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of costs.

e. Consultant agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, *et seq.* and all applicable federal and State laws and regulations shall be used to determine the allowability of individual Project cost items.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services. Travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the Consultant or its subcontractors.

17. Non-Appropriation of Funds

a. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

b. Consultant acknowledges that this is a federally- and State-funded project. All contractual obligations of both the State and the federal government are subject to the appropriation of resources by the State Legislature and Congress, respectively, and the allocation of resources by various entities, including the California Transportation Commission (CTC) and the United States Department of Transportation. Payments, including those made from City matching funds, to be made to Consultant by City for the Services performed are contingent upon the City receiving all federal and State funding.

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c. In the event of the imposition of additional conditions, delays, or a cancellation or reduction in funding, as approved by the Legislature, the CTC or the United States Department of Transportation, Consultant shall be excused from meeting the time and expenditure constraints set forth in the Project Financial Plan and the Project Schedule to the extent of such delay, cancellation or reduction and the Project documents will be amended to reflect the resultant necessary changes in Project funding, scope, or scheduling.

d. Federal and State funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and the State, which are incorporated herein by this reference.

18. Records

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

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

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

19. Maintenance and Inspection of Records

a. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant; or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section 19 in all contracts

with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

b. City and State each reserve the right to conduct technical and financial audits of the work and records and Consultant agrees, and shall require its contractors and subcontractors to agree, to cooperate with City, State or both by making all appropriate and relevant records available for audit and copying as required in section 19(c).

c. Consultant and its contractors and subcontractors shall each maintain and make available for inspection and audit by City, State, the California State Auditor, or any duly authorized representative of State or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement or any subcontractor's agreement related to the Services, including, but not limited to, the costs of administering the Agreement. Consultant shall furnish copies thereof if requested. All of the above-referenced parties shall make such agreements and all contract materials available at their respective offices at all reasonable times during the entire Term and for three (3) years from the date of submission of the final expenditure report by the State to the FHWA.

d. Consultant shall maintain and make available to the City all documents related to the Services, including without limitation engineering, financial and other data, and methodologies and assumptions used in the determination of Project benefits during the course of the Project, and retain those records for four (4) years from the date of the final closeout of the Project. The Transportation Inspector General of the Independent Office of Audits and Investigations has the right to audit records relating to the Project, including technical and financial data, of the Department of Transportation, the State, the City, Consultant, and any sub-consultants at any time during the course of the Project and for four (4) years from the date of the final closeout of the Project. Therefore, all Project records shall be maintained and made available at the time of request. Financial records will be maintained, and audits will be conducted, in accordance with Generally Accepted Government Auditing Standards.

e. City may request Consultant to submit copies of documents or provide other information to the City for use in its submissions to the agencies affiliated with the grant funds, in which case Consultant shall provide such copies or information to the City as fast as possible, but in no case later than ten (10) calendar days thereafter.

20. Monthly or Quarterly Review

Subject to the discretion of State, City and State shall conduct, on a monthly and/or quarterly basis, on-site reviews of all aspects of the progress of the Project. City has already agreed, during each monthly and/or quarterly progress review, to inform the State regarding:

- a. Whether the Project is proceeding on schedule and within budget;
- b. Any requested changes to the Project Description, Scope of Work, Project Schedule, Overall Funding Plan, or Project Financial Plan contained in documents between the two entities;
- c. Major construction accomplishments during the month and/or quarter;

- d. Any actual or anticipated problems which could lead to delays in schedule, increased costs or other difficulties;
- e. The status of the Project budget; and
- f. The status of critical elements of the Project.

Monthly and/or quarterly reviews of City's progress will include consideration of whether reported implementation activities are within the scope of the Project and in compliance with State laws, regulations, and administrative requirements. Should State or City request any information for any such monthly or quarterly review, Consultant shall immediately turn over such information to the City, or if requested to go elsewhere, with a copy to the City. If any such information is or may be kept by Consultant's contractors and subcontractors, Consultant shall immediately notify all such contractors and subcontractors and ensure they immediately turn over such information to the City, or if requested to go elsewhere, with a copy to the City.

21. Financial System

Consultant, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred costs and matching funds by line item for the Services. The financial management system of Consultant, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by City or State. All accounting records and other supporting papers of Consultant, its contractors and subcontractors connected with Project performance under this Agreement shall be maintained for a minimum of three (3) years and/or bond requirements from the date of final payment to Consultant by the City, or to the City by the grants, whichever is later in time, and shall be held open to inspection, copying, and audit by representatives of State, the California State Auditor, auditors representing the federal government, the City, and auditors representing the City. Copies thereof will be furnished by Consultant, its contractors and subcontractors upon receipt of any request made by any such governmental entity or its agents. In conducting an audit of the costs and match credits claimed under this Agreement, the State, federal government or City will rely to the maximum extent possible on any prior audit of the City pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the City's external and internal auditors may be relied upon and used when planning and conducting additional audits.

22. Confidentiality of Information

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

23. Hold Harmless, Indemnity and Defense

- a. Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, CTC, State, all of their legislative bodies, and all of their officials, officers, employees and agents (the "**Indemnified Party**") from and against all liabilities regardless of nature, type or

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cause to the extent that the liabilities arise out of, pertain to, or relate to the negligence, recklessness, or willful omission or misconduct of Consultant, or its employees, agents or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, suits, actions, losses, allegations, damages, penalties, fines, and judgments, including but not limited to tortious, contractual, inverse condemnation or other theories or assertions of liability; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution (singularly a **"Claim"** and collectively the **"Claims"**).

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

c. For services under both sections 23a and 23b, the review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

24. Insurance

Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in Exhibit INS-A, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-A. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-A. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

25. Independent Contractor

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

Agreement No. 8792-19-PW

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

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

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

26. Conflict of Interest

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

b. Attached hereto as Exhibit F and incorporated herein by this reference is the Federal Lobbying Activities Certification, which Consultant shall separately sign and submit to the City immediately; this Agreement shall be of no force and effect until Consultant signs and submits the form in Exhibit F to the City.

27. Assignability of Agreement

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

28. Successors and Assigns

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

29. Fair Employment Practices

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

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

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

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

e. Consultant shall comply with: (1) section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in federally assisted programs; (2) the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability irrespective of funding; and (3) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

f. Consultant shall comply with the requirements of the Fair Employment Practices Addendum and the Nondiscrimination Assurances, which are attached hereto as Exhibits D and E, respectively, and incorporated herein by this reference. Any agreement entered into by Consultant with a third party for performance of work related to this Agreement shall incorporate these exhibits with third party's name replacing Consultant as essential parts of such agreement to be enforced by that third party as verified by Consultant.

30. Americans with Disabilities Act; Access for Persons with Disabilities

a. Consultant shall comply with, and ensure that all of its subconsultants and subcontractors shall comply with, the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

b. If disabled access review by the Department of General Services (Division of the State Architect) is required by law for the Project, Consultant shall conform all plans and

Agreement No. 8792-19-PW

specifications for such facilities to the provisions of California Government Code sections 4450 and 4454 as well as Title 24 of the California Code of Regulations.

31. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended

Consultant shall comply with, ensure subcontractors comply with, and draft plans and specifications in accordance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the federal government and the Regional Office of the Environmental Protection Agency (EPA).

32. Energy Efficiency

Consultant shall comply with, ensure subcontractors comply with, and draft plans and specifications in accordance with mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

33. Force Majeure

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

34. Time of Essence

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

35. Covenants and Conditions

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

36. Governing Law

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

37. Compliance with Laws

a. Consultant shall comply with, and shall ensure its subcontractors and vendors

Agreement No. 8792-19-PW

comply with, all City, State, and federal ordinances, laws, statutes, regulations (including Title 23 Code of Federal Regulation [“CFR”] and 2 CFR Part 200), policies and procedures (including those set forth in the California Project Development Procedures Manual, Highway Design Manual, Local Assistance Procedures Manual and the Local Assistance Program Guidelines and all procedural and instructional memoranda as well as the California Transportation Commission SBI Accountability and Transparency Guidelines, Trade Corridors Enhancements Program [“TCEP”] Guidelines, Local Partnership Program [“LPP”] Guidelines, Solutions for Congested Corridors Program [“SCCP”] Guidelines and related policies) now or hereafter in force pertaining to the Services performed by Consultant pursuant to this Agreement.

b. Consultant shall comply with, and shall ensure its subcontractors and vendors comply with, 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code [“PCC”] 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable State and federal regulations. Any costs for which Consultant has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable State and federal regulations, are subject to repayment by Consultant to City, even if Consultant has already expended such funds on subcontractors. Should Consultant fail to refund any moneys due upon written demand by City as provided hereunder, or should Consultant breach this Agreement by failing to complete Services without adequate justification and approval by City, then, within ten (10) calendar days of demand, or within such other period as may be agreed to in writing between the parties, City may withhold or demand a transfer of an amount equal to the amount paid by or owed to City from future apportionments, or any other funds due Consultant, and/or may withhold approval of future Consultant projects with the City.

c. Consultant is to comply with, and ensure its subconsultants and subcontractors comply with, all CTC resolutions as adopted or currently amended as well as the guidelines, and policies applicable to State- funded programs (or projects) including, but not limited to, Section 190, State Highway Account, Public Transportation Account, Proposition I8, Proposition IA, and the Road Repair and Accountability Act of 2017, respectively.

38. Debarment

Consultant certifies that neither it nor its principals are suspended or debarred at the time of the execution of this Agreement and are not listed on the government wide Excluded Parties List System in the System for Award Management (SAM). Consultant agrees that it will notify City immediately in the event a suspension or a debarment occurs after the execution of this Agreement.

39. Severability

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

40. Waiver

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

41. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

42. Arbitration

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

43. Expenses of Enforcement

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

44. Authority to Execute

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

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

45. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to 1450 Frazze Road, Suite 100, San Diego, CA 92108.

Agreement No. 8792-19-PW

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Transportation Division, 305 West Third Street, East Wing Second Floor, Oxnard, California 93030, Attention: Debbie O'Leary.

46. Amendment

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

47. Entire Agreement

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

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

CITY OF OXNARD

Tim Flynn,
Mayor

Date

ATTEST:

Michelle Ascension,
City Clerk

Date

DOKKEN

Richard T. Liptak, President 12/30/19
Date

Cathy Chan, Corporate Secretary 12/30/19
Date

APPROVED AS TO FORM:

Stephen M. Fischer 12-23-19
City Attorney Date

Agreement No. 8792-19-PW

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DOKKEN

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Mayor

Date

Richard T. Liptak, President

Date

ATTEST:

Cathy Chan, Corporate
Secretary

Date

Michelle Ascension,
City Clerk

Date

APPROVED AS TO FORM:

Stephen M. Fischer,
City Attorney

Date

Agreement No. 8792-19-PW

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DOKKEN

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Mayor

Date

Richard T. Liptak, President

Date

ATTEST:

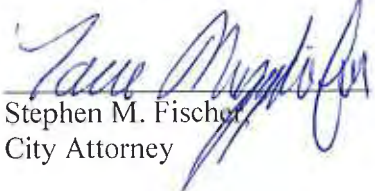
Cathy Chan, Corporate
Secretary

Date

Michelle Ascension,
City Clerk

Date

APPROVED AS TO FORM:


Stephen M. Fischer,
City Attorney

12-23-19
Date

EXHIBIT A**SCOPE OF SERVICES****TASK 1 - PROJECT MANAGEMENT FOR PS&E**

Project management includes project setup, regular in-person meetings, deliveries, presentation of work products, development and monitoring of action items, monthly progress reports, work progress monitoring, budget monitoring, extensive communication and coordination.

1.1 PDT Meetings

Based on the City's schedule, our team proposes to hold bimonthly PDT meetings to discuss project status and resolve any items that require additional City input. This frequency of meetings will ensure our project schedule is met. The Dokken Team will coordinate and hold twelve (12) PDT meetings. There may be times an in-person meeting may not be necessary. Dokken Engineering will facilitate a conference call to discuss project status, etc. We assume up to six (6) PDT meeting conference calls will be scheduled in lieu of an in-person PDT meeting at the City. The Dokken Project Manager will facilitate the meeting and have any needed specialty personnel present to inform the City of project items. Meeting minutes will be provided to the City within five (5) days after the meeting.

1.2 Project Coordination and Administration

Close contact will be maintained between the Project Manager, all sub-consultants, the City Project Manager, project personnel, and regulatory agencies. The Project Manager will act as the principal liaison between City Staff and our staff at Dokken Engineering. Effective communication through in-person visits, focused meetings, telephone calls and e-mails to the City will be performed to discuss specific project issues by the Project Manager. Regular communication with team members, the City and other agency personnel will be facilitated through the Project Manager. Progress Reports will be submitted monthly to the City. These reports will include an updated project schedule, a discussion of issues/decisions, recommendations to address issues, budget status, and anticipated work for the following month. The progress report will be submitted with the monthly invoice. Dokken's Project Manager is responsible for maintaining cost control for each task, including our sub-consultants.

1.3 MS Project Schedule

Dokken will provide and maintain a detailed Milestone Schedule and Microsoft Project Schedule. The Milestone Schedule is a simple one-page schedule to assist in project communication. In addition, a comprehensive schedule using Microsoft Project will be prepared that will identify each task and deliverable for the project. Dokken's Project Manager will closely monitor the schedule and bring any deviations to the attention of the City Project Manager.

1.4 Utility Coordination

Dokken will review all utility as-built data provided by the City and work with the City Project Manager to request any additional utility information or verification of existing utilities. Dokken will also confirm with the City if any of the utility companies have future plans to relocate or upsize any facilities within the project area.

1.5 Quality Control Plan

The Dokken Team shall implement a Quality Control Plan upon starting the project; this plan shall be enforced throughout the project by the Dokken Team Project Manager. All calculations, plans, and documents will be independently checked, corrected, and back checked prior to submittals to ensure accuracy and completeness. A QA/QC binder will be developed to organize and identify detailed QC Reports based on all findings. Each submittal to the City will be accompanied by a transmittal memo. Any review comments received will be summarized and a Dokken Engineering response will be prepared, and the required corrections made. Each and every comment will be addressed, and the required corrections will be made.

Task 1 Deliverables: Attend and Facilitate up to twelve (12) meetings, Meeting Agendas; Meeting Minutes; Progress Reports; Utility Requests; MS Project Schedule with Updates; Quality Control Plan.

TASK 2 - DESIGN PHASE

2.1 Data Collection and Field Review

The Dokken Team will review all available data developed as part of this project to include as-built plans, in-progress plans, City concepts, etc., and perform a field review with the City to walk the project site with the concept design.

2.2 Utility Coordination and Base Map

Dokken will research and document all utilities within the project limits from the City's correspondence and create a utility base map. Information received from the City's utility coordination efforts will be delineated onto a utility base map for the project to become the utility layer used during the PS&E. This information will be reconciled against actual surveyed locations of the utilities gathered in the survey.

2.3 Topographic Survey

Guida Surveying will perform the topographic surveying required for the seven street intersections. Survey will consist of field data collection of roadway cross sections at 25ft intervals in all four directions of each intersection, 50ft from end of curb return. Survey will include roadway centerline, AC lip, curb flow line, top of curb, back of sidewalk, all roadway architecture including but not limited to power poles, guy wires, controller boxes, water meters, electrical pedestals, trees, driveway depressions, traffic loops, manholes, valve covers, roadway signage, street lights, and other visible street architecture within the project limits.

2.4 Drainage Memo

Dokken will review the existing drainage studies and the condition of the existing storm drain infrastructure along the project improvements. Our team will prepare a drainage memo identifying revisions to the existing drainage system if impacted. A draft and final drainage memo will be prepared for the City's review and approval.

2.5 65% Plans and Estimate

The Dokken Team will review the 35% plans discussed at the PDT meeting. Once all comments are addressed, our team will continue the design effort to reach the 65% design level. The 65% design effort will include all plan sheets required for construction with a 65% level of detail. The Dokken Team will prepare a revised construction cost estimate based on the 65% plans.

The Dokken Team will prepare 65% design level drawings with the following drawings included:

- Title, Notes, Index Map (2) • Intersection Improvement Plans and Details (10)
- Survey Control (1) • Signing and Striping Plans (7)
- Demolition Plans (7) • Traffic Signal Modification Plans (14)

Total Plans Sheets = 41

2.6 95% Plans, Specifications, and Estimate

The Dokken Team will review and respond to any City comments from the 65% plan submittal. Once all comments are addressed, our team will continue with the design effort to reach the 95% level of detail. The Dokken Team will prepare a revised construction cost estimate on the 95% level of detail. Any changes in unit items or costs from the 65% submittal will be identified and shared with the City. The Dokken Team will also prepare draft specifications based on the AASHTO Greenbook and Caltrans Specifications.

2.7 100% Plans, Specifications, and Estimate

The Dokken Team will review and respond to any City comments from the 95% PS&E submittal. Once all comments are addressed, our team will continue with the preparation of the 100% PS&E. This package will be the final construction document to advertise and build the project, including 100% plans, bid schedule, specifications, and cost estimates.

Task 2 Deliverables: Review Documents, Field Review Notes, Draft and Final Drainage Memo, 65% Drawing Set PDF; 65% Cost Estimate; QA/QC Binder; 95% Drawing Set PDF; 95% Cost Estimate; Draft Specifications, QA/QC Documentation Mylars 24"x36" Final Signed Drawing Set; Final Cost Estimate; Final Specifications; Bid Schedule. PDF and AutoCAD files of plans and PDF and Excel and Word files of Construction Cost Estimate and Specifications.

TASK 3 - BID PHASE

The Dokken Team will assist the City with the bidding process, attend pre-bid meetings, answer questions, respond to request for information, and prepare conformed set of "as bid" construction documents incorporating addendums into the final construction documents.

Task 3 Deliverables: Respond to Bid Questions; Respond to Requests for Information; Prepare Conformed Set of Construction Document.

TASK 4 - CONSTRUCTION SUPPORT FOR CHANGES TO DESIGN

The Dokken Team will respond to request for information, attend construction site meetings, review and respond to shop drawing submittals, review and respond to design change request from the City or Contractor and provide new design plans as needed, maintain a log of all changes, assist City Project Manager to review and provide recommendations to contract change orders (CCO) and prepare cost estimates for CCOs, and prepare record drawings upon completion of the project and acquire red lined plans from the contractor. Provide Final record drawings in electronic format (AutoCAD and PDF) and mylar.

Task 4 Deliverables: Respond to Requests for Information; CCOs, Cost Estimates, Revisions to Design plans, Prepare As-Built Drawings

EXHIBIT B

SCHEDULE OF SERVICES

Time is of the essence for this project due to the Caltrans Congestion Mitigation Air Quality (CMAQ) grant funding. The City intends to issue the Notice to Proceed (NTP) to the selected Consultant after City Council action. The Consultant shall begin work as soon as the NTP is issued. City anticipates a construction bid-ready PS&E package to be completed within six (6) months of the NTP.

EXHIBIT C
COMPENSATION RATES
(see attached tables that follow)

* In any case, payments to Consultant for related travel and subsistence (per diem) expenses of Consultant forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by Consultant are in excess of DPA rates, Consultant is responsible for the cost difference, and any overpayments inadvertently paid by City shall be reimbursed to City by Consultant on demand within thirty (30) days of such invoice.

COST PROPOSAL - ESTIMATED HOURS BY TASK
City of Oxnard
Traffic Signal Modifications

August 14, 2019

ITEM #K-6

Task Description	DOKKEN ENGINEERING									
	John Williams, PE Principal in Charge	Michael Green, PE Project Manager	Lee Douglas, PE Electrical Project Engineer	Debra Simonson, PE Electrical Designer	Aracelis Engineer	Account Engineer	TOTAL HOURS	LABOR COST	ESCALATION 3%	OVERHEAD 166.10%
	278.35 \$	184.50 \$	178.73 \$	145.40 \$	109.43 \$	511.84 \$				
	95.00 \$	83.00 \$	61.00 \$	51.00 \$	51.00 \$	36.00 \$				
FULLY MANAGED RATE SALE RATE										
TRAFFIC SIGNAL MODIFICATIONS										
TASK 1 - PROJECT MANAGEMENT FOR PS&E	2	78		56		24	120	\$ 6,832.00	\$ -	\$ 11,366.72
1.1 20% Meetings	2	24					26	\$ 1,702.00		\$ 453.34
1.2 Project Coordination and Administration	4	40					40	\$ 2,520.00		\$ 677.23
1.3 MS Project Schedule	6	6					6	\$ 378.00		\$ 102.64
1.4 Utility Coordination	8	8		16		24	48	\$ 2,712.00		\$ 713.58
TASK 2 - DESIGN PHASE	13	66	164	324	182	332	1063	\$ 62,679.00	\$ -	\$ 87,470.42
2.1 Data Collection and Field Review	1	4	4	8	4	4	21	\$ 1,303.00		\$ 350.43
2.2 Utility Coordination and Review	8	8	4	24	24	40	100	\$ 4,716.00		\$ 1,256.15
2.3 Topographic Survey	4	4			8		12	\$ 660.00		\$ 182.77
2.4 65% Plans and Estimate	16	16	84	168	84	168	520	\$ 35,888.00		\$ 9,737.23
2.5 95% Plans, Specifications, and Estimate	16	16	42	84	42	84	276	\$ 13,440.00		\$ 3,713.19
2.6 100% Plans, Specifications, and Estimate	8	8	20	40	20	40	132	\$ 4,684.00		\$ 1,240.35
TASK 3 - BID PHASE	5	5	10	10	20	40	10	\$ 1,020.00	\$ -	\$ 1,696.87
3.1 Bid Phase	1	5	10	10	20	40	10	\$ 1,020.00		\$ 271.69
TASK 4 - CONSTRUCTION SUPPORT	5	5	10	10	20	40	50	\$ 2,907.00	\$ -	\$ 4,836.09
4.1 Construction Support for Changes to Design	1	5	10	10	20	40	50	\$ 2,907.00		\$ 774.31
ESCALATION									\$ 950.07	\$ 1,580.64
Total Hours	175	144.0	174.0	305.0	204.0	396.0	1,260.0			
Total Cost	\$ 4,729.88	\$ 290,580.60	\$ 1,310,092.60	\$ 53,046.94	\$ 30,483.31	\$ 39,616.51		\$ 63,338.00	\$ 950.07	\$ 105,949.63
										\$ 17,123.77
										\$ 188,361.47

August 14, 2019

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EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-Ups are Not Allowed

☒ Prime Consultant☐ Subconsultant☐ 2nd Tier Subconsultant

Consultant: Dokken Engineering

Project No. 183114 Contract No. PW 19-98 Date August 29, 2019

Project Name Traffic Signal Modifications

DIRECT LABOR

Classification/Title	Name	Range	Hours	Actual Hr Rate	Total
Principal in Charge	John Klemunes, PE	\$90.00 - \$120.00	17	\$ 95.00	\$ 1,615.00
Project Manager	Michael Greer, PE	\$50.00 - \$90.00	144	\$ 63.00	\$ 9,072.00
Electrical Project Engineer	Joe Ostdiek, PE	\$50.00 - \$90.00	174	\$ 61.00	\$ 10,614.00
Electrical Design	Eduardo Simonsen, PE	\$40.00 - \$65.00	355	\$ 51.00	\$ 18,105.00
Associate Engineer	STAFF	\$40.00 - \$65.00	204	\$ 51.00	\$ 10,404.00
Assistant Engineer	STAFF	\$30.00 - \$50.00	356	\$ 38.00	\$ 13,528.00
			1,250		

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 63,338.00

b) Anticipated Salary Increases

\$ 950.07

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** **\$ 64,288.07****INDIRECT COSTS**

d) Fringe Benefits (Rate: 98.36%)

c) Total Fringe Benefits [(c) x (d)] \$ 63,233.75

f) Overhead (Rate: 0.19%) FCCM

g) Overhead [(c) x (f)] \$ 122.15

h) General and Administrative (Rate: 67.81%)

i) Gen & Admin [(c) x (h)] \$ 43,593.74

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** **\$ 106,949.63****FIXED FEE**k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 10%** **\$ 17,123.77****l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
i) TOTAL OTHER DIRECT COSTS \$ -				

m) **SUBCONSULTANTS' COSTS** (Add additional pages if necessary)

• GUIDA SURVEYING INC.

\$ 36,471.72

m) **TOTAL SUBCONSULTANTS' COSTS** **\$ 36,471.72**n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** **\$ 36,471.72****TOTAL COST [(c) + (j) + (k) + (n)]** **\$ 224,833.19****NOTES:**

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration Year 1 Avg Hourly Rate
\$63,338.00	1,250	= \$50.67	

1. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation		
Year 1	\$50.67	+	3.0%	=	\$52.19
Year 2	\$52.19	+	3.0%	=	\$53.76
Year 3	\$53.76	+	3.0%	=	\$55.37
Year 4	\$55.37	+	3.0%	=	\$57.03
					Year 2 Avg Hourly Rate
					Year 3 Avg Hourly Rate
					Year 4 Avg Hourly Rate
					Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	50.0%	*	1,250	=	625	Estimated Hours Year 1
Year 2	50.0%	*	1,250	=	625	Estimated Hours Year 2
Year 3	0.0%	*	1,250	=	0	Estimated Hours Year 3
Year 4	0.0%	*	1,250	=	0	Estimated Hours Year 4
Year 5	0.0%	*	1,250	=	0	Estimated Hours Year 5
Total	100.000%		Total	=	1,250	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (Calculated above)		Estimated hours (Calculated Above)		Cost Per Year	
Year 1	\$50.67	*	625	=	\$31,669.00	Estimated Hours Year 1
Year 2	\$52.19	*	625	=	\$32,619.07	Estimated Hours Year 2
Year 3	\$53.76	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$55.37	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$57.03	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$64,288.07	
	Direct Labor Subtotal before Escalation			=	\$63,338.00	
	Estimated total of Direct Labor Salary Increase			=	\$950.07	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the #
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

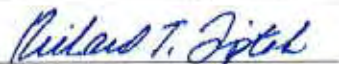
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) -
6. [48 Code of Federal Regulations Part 9904](#) - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:Name**: Richard T. Liptak, PETitle**: President

Signature:

Date of Certification (mm/dd/yyyy): 8/14/2019

Email**:

rliptak@dokkenengineering.comPhone Number: (916) 858-0642

Address:

110 Blue Ravine Road, Suite 200, Folsom, CA 95630-4713

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Professional Engineering Services

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-Ups are Not Allowed

☐ Prime Consultant☒ Subconsultant☐ 2nd Tier Subconsultant

Consultant: Guida Surveying Inc.

Project No. 183114 Contract No. PW 19-98 Date August 29, 2019
 Project Name Traffic Signal Modifications

DIRECT LABOR

Classification/Title	Name	Range	Hours	Actual Hr Rate	Total
Sr. Project Manager	Tim Fettig, PLS	\$65.00 - \$85.00	4	\$ 74.00	\$ 296.00
Project Manager	Anna Beal, PLS	\$45.00 - \$65.00	8	\$ 56.30	\$ 450.40
Project Surveyor	Dean Bouldin, PLS	\$45.00 - \$65.00	24	\$ 53.30	\$ 1,279.20
Survey Analyst	Mehdi Hakimi, LST	\$25.00 - \$45.00	40	\$ 32.00	\$ 1,280.00
Survey Technician	Samira Heidari	\$20.00 - \$40.00	16	\$ 25.75	\$ 412.00
PM Chief	Tony Andrade, PLS	\$45.00 - \$65.00	14	\$ 54.30	\$ 760.20
Survey Crew Party Chief	STAFF	\$45.00 - \$65.00	56	\$ 50.16	\$ 2,808.96
Survey Crew Chainman	STAFF	\$35.00 - \$55.00	56	\$ 47.08	\$ 2,636.48
Project Coordinator	STAFF	\$15.00 - \$35.00	8	\$ 20.60	\$ 164.80
			226		

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 10,088.04

b) Anticipated Salary Increases

\$ -

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** **\$ 10,088.04****INDIRECT COSTS**

d) Fringe Benefits (Rate: 81.38%)

c) Total Fringe Benefits [(c) x (d)] \$ 8,209.65

f) Overhead (Rate: 112.58%)

g) Overhead [(c) x (f)] \$ 11,357.12

h) General and Administrative (Rate: 1.79%)

i) Gen & Admin [(c) x (h)] \$ 180.58

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** **\$ 19,747.34****FIXED FEE**k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 10%]** **\$ 2,983.54****l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage	360	Each	\$ 0.58	\$ 208.80
Per Diem Survey Crew (7 days each)	14	Each	\$ 246.00	\$ 3,444.00

i) **TOTAL OTHER DIRECT COSTS** **\$ 3,652.80**m) **SUBCONSULTANTS' COSTS** (Add additional pages if necessary)m) **TOTAL SUBCONSULTANTS' COSTS** **\$ -**n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** **\$ 3,652.80****TOTAL COST [(c) + (j) + (k) + (n)]** **\$ 36,471.72****NOTES:**

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration Year 1 Avg Hourly Rate
\$10,088.04	226	=	\$44.64	

1. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation		
Year 1	\$44.64	+	3.0%	=	\$45.98
Year 2	\$45.98	+	3.0%	=	\$47.36
Year 3	\$47.36	+	3.0%	=	\$48.78
Year 4	\$48.78	+	3.0%	=	\$50.24
					Year 2 Avg Hourly Rate
					Year 3 Avg Hourly Rate
					Year 4 Avg Hourly Rate
					Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.0%	*	226	=	226	Estimated Hours Year 1
Year 2	0.0%	*	226	=	0	Estimated Hours Year 2
Year 3	0.0%	*	226	=	0	Estimated Hours Year 3
Year 4	0.0%	*	226	=	0	Estimated Hours Year 4
Year 5	0.0%	*	226	=	0	Estimated Hours Year 5
Total	100.000%		Total	=	226	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (Calculated above)		Estimated hours (Calculated Above)		Cost Per Year	
Year 1	\$44.64	*	226	=	\$10,088.04	Estimated Hours Year 1
Year 2	\$45.98	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$47.36	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$48.78	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$50.24	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$10,088.04	
	Direct Labor Subtotal before Escalation			=	\$10,088.04	
	Estimated total of Direct Labor Salary Increase			=	\$0.00	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the #
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) -
6. [48 Code of Federal Regulations Part 9904](#) - Cost Accounting Standards Board (when applicable)

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Name** : _____ Title** : _____

Signature: _____ Date of Certification (mm/dd/yyyy): _____

Email** : _____ Phone Number: _____

Address: _____

List services the consultant is providing under the proposed contract:

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EXHIBIT D**FAIR EMPLOYMENT PRACTICES ADDENDUM**

1. In the performance of this Agreement, Consultant and its subconsultants and subcontractors will not discriminate, harass or allow harassment against any employee or applicant for employment because of race, color, sex, sexual orientation, religion or religious creed, ancestry or national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including but not limited to cancer), age, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Consultant will take affirmative action to ensure that employees are treated during employment without regard to their race, color, sex, sexual orientation, religion or religious creed, ancestry or national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including but not limited to cancer), age, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; evaluation; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and general treatment. Consultant shall post in conspicuous places, available to employees for employment, notices to be provided by State setting forth the provisions of this Fair Employment section.

2. Consultant, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq. and 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapters 5 of Divisions 4 and 4.1 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and each of its subconsultants and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreements, as appropriate.

3. Consultant shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this Agreement.

4. Consultant will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by State, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by State, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) State may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which Consultant was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that Consultant has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, State shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by State in securing the goods or services thereunder shall be borne and paid for by Consultant and by the surety under the performance bond, if any, and State may deduct from any moneys due or thereafter may become due to Consultant, the difference between the price named in the Agreement and the actual cost thereof to State to cure Consultant's breach of this Agreement.

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EXHIBIT E**NONDISCRIMINATION ASSURANCES**

CONSULTANT HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the State, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C.

2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the Regulations), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Consultant receives federal financial assistance from the Federal Department of Transportation. CONSULTANT HEREBY GIVES ASSURANCE THAT CONSULTANT will promptly take any measures necessary to effectuate this Agreement. This assurance is required by subsection 21.7(a)(1) of the Regulations.

More specifically, and without limiting the above general assurance, Consultant hereby gives the following specific assurances with respect to its federal-aid Program:

1. That Consultant agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

2. That Consultant shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with the federal-aid program and, in adapted form, in all proposals for negotiated agreements:

Consultant hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That Consultant shall insert the clauses of Appendix A of this assurance in every agreement subject to the Act and the Regulations.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where Consultant receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where Consultant receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That Consultant shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Consultant with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-

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aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid program.

8. That this assurance obligates Consultant for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates Consultant or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which Consultant retains ownership or possession of the property.

9. That Consultant shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that Consultant, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the Act, the Regulations, this Assurance and the Agreement.

10. That Consultant agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this Assurance.

11. Consultant shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any State assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. Consultant shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of State assisted contracts. Consultant's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Implementation Agreement, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31 USC 3801 *et seq.*)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to Consultant by State, acting for the U.S. Department of Transportation, and is binding on Consultant, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

Appendices A through D are attached hereto and incorporated herein by this reference.

APPENDIX A TO EXHIBIT E

During the performance of this Agreement, Consultant, for itself, its assignees and successors in interest (hereinafter collectively referred to as Consultant) agrees as follows:

(1) **Compliance with Regulations:** Consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

(2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Sub-agreements, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to Consultant's books, records, accounts, other sources of information, and its facilities as may be determined by State or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to State or the FHWA as appropriate, and shall set forth what efforts Consultant has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of Consultant's noncompliance with the nondiscrimination provisions of this agreement, State shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to Consultant under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Consultant shall take such action with respect to any sub-agreement or procurement as State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Consultant may request State enter into such litigation to protect the interests of State, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

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APPENDIX B TO EXHIBIT E

The following clauses shall be included in any and all deeds effecting or recording the transfer of Project real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that Consultant will accept title to the lands and maintain the Project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Consultant all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit D attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Consultant and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on Consultant, its successors and assigns.

Consultant, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and)*

(2) that Consultant shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended(;) and

(3) that ~~in the~~ event of breach of any of the above-mentioned nondiscrimination conditions, the

U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

Agreement No. 8792-19-PW

APPENDIX C TO EXHIBIT E

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by Consultant, pursuant to the provisions of Assurance 7(a) of Exhibit E.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said {license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to re-enter said land and facilities thereon, and the above- described lands and facilities shall thereupon revert to and vest in and become the absolute property of Consultant and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

Agreement No. 8792-19-PW

APPENDIX D TO EXHIBIT E

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the Consultant, pursuant to the provisions of Assurance 7(b) of Exhibit E.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said {license, lease, permit, etc.} had never been made or issued.

{Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to re-enter said land and facilities thereon, and the above- described lands and facilities shall thereupon revert to and vest in and become the absolute property of Consultant, and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

Agreement No. 8792-19-PW

EXHIBIT F**FEDERAL LOBBYING ACTIVITIES CERTIFICATION**

1. The undersigned certifies, to the best of his or her knowledge and belief, that:

a. No federal or state appropriated funds have been paid or will be paid, by or on behalf of Consultant or the undersigned, to any person for influencing or attempting to influence an officer or employee of any State or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the State Legislature or Congress, or any employee of a Member of the State Legislature or Congress in connection with the awarding of any State or federal contract, including this Agreement, the making of any State or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any State or federal contract, grant, loan, or cooperative contract.

b. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Agreement, grant, local, or cooperative contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

2. The undersigned shall require that the language of this certification be included in all lower tier sub-agreements and that all such sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when the Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, United States Code. Any party who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Consultant:

Name: Richard T. Liptak

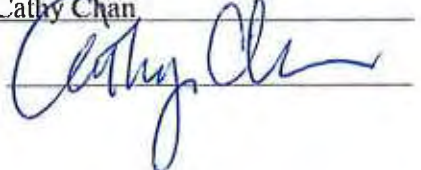
Title: President

Signature: 

Date: 12/30/19

Name: Cathy Chan

Title: Secretary

Signature: 

Date: 12/30/2019

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

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

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

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

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

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

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

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

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

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

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

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

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

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

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE**INSURED**COMPANY
LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B**COVERAGES**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000

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

CERTIFICATE HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. _____

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

INS-A.doc

Rev. 12/19

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
 Project/Program _____
 Manager: Debbie O'Leary

Date: January 14, 2020
 Phone: x5283

Reason for Appropriation:

Recognize grant revenue from the Caltrans Highway Safety Improvement Program (HSIP) grant; and appropriate local funds from Fund 354 (Circulation System Improvement Fees), for the design of traffic signal improvements at seven locations in the City, PW 19-98, Project 183114.

Accounts and Descriptions**AMOUNT**

Fund: 275-FEDERAL TRANSPORTATION GRANT

Revenues/Transfers In**Traffic Signal Modifications (Project 183114)**

275-3125-531.72-01	FEDERAL GRANT REVENUE	149,670
	Sub-total Revenues	149,670

Expenditures/Transfers Out**Traffic Signal Modifications (Project 183114)**

275-3125-826.82-09	SVCS-OTHER PROF/CONTRACT	149,670
	Sub-total Expenditures	149,670

Net Change to Fund Balance	0
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Fund: 354-CIRCULATION SYSTEM IMPROVEMENT FEES

Expenditures/Transfers Out**Traffic Signal Modifications (Project 183114)**

354-3125-826.82-09	SVCS-OTHER PROF/CONTRACT	14,685
	Sub-total Expenditures	14,685

Net Change to Fund Balance	(14,685)
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Net Appropriation Change	164,355
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Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

☐ 2nd Tier Subconsultant

Date August 14, 2019

Project Name	Traffic Signal Modifications
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DIRECT LABOR

<u>Classification/Title</u>	<u>Name</u>	<u>Range</u>	<u>Hours</u>	<u>Actual Hr Rate</u>	<u>Total</u>
Principal in Charge	John Klemunes, PE	\$90.00 - \$120.00	17	\$ 95.00	\$ 1,615.00
Project Manager	Michael Greer, PE	\$50.00 - \$90.00	146	\$ 63.00	\$ 9,198.00
QA/QC Manager	Mark Tarrall, PE	\$70.00 - \$100.00	60	\$ 80.00	\$ 4,800.00
Electrical Project Engineer	Joe Ostdiek, PE	\$50.00 - \$90.00	174	\$ 61.00	\$ 10,614.00
Electrical Design	Eduardo Simonsen, PE	\$40.00 - \$65.00	380	\$ 51.00	\$ 19,380.00
Senior Engineer	STAFF	\$50.00 - \$90.00	16	\$ 68.00	\$ 1,088.00
Associate Engineer	STAFF	\$40.00 - \$65.00	242	\$ 51.00	\$ 12,342.00
Assistant Engineer	STAFF	\$30.00 - \$50.00	476	\$ 38.00	\$ 18,088.00
			1,511		

LABOR COSTS

\$ 77,125.00

\$ 1,156.88

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 78,281.88

INDIRECT COSTS

c) Total Fringe Benefits [(c) x (d)]	\$	76,998.06
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g) Overhead [(c) x (f)]	\$ 148.74
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i) Gen & Admin [(c) x (h)]	\$ 53,082.94
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j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 130,229.74

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee	10%]	\$ 20,851.16
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1) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
i) TOTAL OTHER DIRECT COSTS				\$ -

i) TOTAL OTHER DIRECT COSTS	\$	-
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m) **SUBCONSULTANTS' COSTS** (Add additional pages if necessary)

• GUIDA SURVEYING INC.	\$ 36,471.72
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m) **TOTAL SUBCONSULTANTS' COSTS** \$ **36,471.72**

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]	\$	36,471.72
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TOTAL COST [(c) + (j) + (k) + (n)] \$ 265,834.49

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration Year 1 Avg Hourly Rate
\$77,125.00	1,511	=	\$51.04	

1. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation		
Year 1	\$51.04	+	3.0%	=	\$52.57
Year 2	\$52.57	+	3.0%	=	\$54.15
Year 3	\$54.15	+	3.0%	=	\$55.78
Year 4	\$55.78	+	3.0%	=	\$57.45
					Year 2 Avg Hourly Rate
					Year 3 Avg Hourly Rate
					Year 4 Avg Hourly Rate
					Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	50.0%	*	1,511	=	756	Estimated Hours Year 1
Year 2	50.0%	*	1,511	=	756	Estimated Hours Year 2
Year 3	0.0%	*	1,511	=	0	Estimated Hours Year 3
Year 4	0.0%	*	1,511	=	0	Estimated Hours Year 4
Year 5	0.0%	*	1,511	=	0	Estimated Hours Year 5
Total	100.000%		Total	=	1,511	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (Calculated above)		Estimated hours (Calculated Above)		Cost Per Year	
Year 1	\$51.04	*	756	=	\$38,562.50	Estimated Hours Year 1
Year 2	\$52.57	*	756	=	\$39,719.38	Estimated Hours Year 2
Year 3	\$54.15	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$55.78	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$57.45	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$78,281.88	
	Direct Labor Subtotal before Escalation			=	\$77,125.00	
	Estimated total of Direct Labor Salary Increase			=	\$1,156.88	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the #
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) -
6. [48 Code of Federal Regulations Part 9904](#) - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name**:	<u>Richard T. Liptak, PE</u>	Title**:	<u>President</u>
Signature:	<u></u>	Date of Certification (mm/dd/yyyy):	<u>8/14/2019</u>
Email**:	<u>rliptak@dokkenengineering.com</u>	Phone Number:	<u>(916) 858-0642</u>
Address:	<u>110 Blue Ravine Road, Suite 200, Folsom, CA 95630-4713</u>		

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Professional Engineering Services

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-Ups are Not Allowed

☐ Prime Consultant☒ Subconsultant☐ 2nd Tier SubconsultantConsultant: Guida Surveying Inc.Project No. 183114 Contract No. PW 19-98Date August 14, 2019Project Name Traffic Signal Modifications**DIRECT LABOR**

Classification/Title	Name	Range	Hours	Actual Hr Rate	Total
Sr. Project Manager	Tim Fettig, PLS	\$65.00 - \$85.00	4	\$ 74.00	\$ 296.00
Project Manager	Anna Beal, PLS	\$45.00 - \$65.00	8	\$ 56.30	\$ 450.40
Project Surveyor	Dean Bouldin, PLS	\$45.00 - \$65.00	24	\$ 53.30	\$ 1,279.20
Survey Analyst	Mehdi Hakimi, LST	\$25.00 - \$45.00	40	\$ 32.00	\$ 1,280.00
Survey Technician	Samira Heidari	\$20.00 - \$40.00	16	\$ 25.75	\$ 412.00
PM Chief	Tony Andrade, PLS	\$45.00 - \$65.00	14	\$ 54.30	\$ 760.20
Survey Crew Party Chief	STAFF	\$45.00 - \$65.00	56	\$ 50.16	\$ 2,808.96
Survey Crew Chainman	STAFF	\$35.00 - \$55.00	56	\$ 47.08	\$ 2,636.48
Project Coordinator	STAFF	\$15.00 - \$35.00	8	\$ 20.60	\$ 164.80
			226		

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 10,088.04
b) Anticipated Salary Increases	\$ -

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** **\$ 10,088.04****INDIRECT COSTS**

d) Fringe Benefits (Rate: <u>81.38%</u>)	c) Total Fringe Benefits [(c) x (d)]	\$ 8,209.65
f) Overhead (Rate: <u>112.58%</u>)	g) Overhead [(c) x (f)]	\$ 11,357.12
h) General and Administrative (Rate: <u>1.79%</u>)	i) Gen & Admin [(c) x (h)]	\$ 180.58

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** **\$ 19,747.34****FIXED FEE**k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 10%** **\$ 2,983.54****l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage	360	Each	\$ 0.58	\$ 208.80
Per Diem Survey Crew (7 days each)	14	Each	\$ 246.00	\$ 3,444.00

i) **TOTAL OTHER DIRECT COSTS** **\$ 3,652.80****m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**m) **TOTAL SUBCONSULTANTS' COSTS** **\$ -**n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** **\$ 3,652.80****TOTAL COST [(c) + (j) + (k) + (n)]** **\$ 36,471.72****NOTES:**

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration Year 1 Avg Hourly Rate
\$10,088.04	226	=	\$44.64	

1. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$44.64	+	3.0%	=	\$45.98	Year 2 Avg Hourly Rate
Year 2	\$45.98	+	3.0%	=	\$47.36	Year 3 Avg Hourly Rate
Year 3	\$47.36	+	3.0%	=	\$48.78	Year 4 Avg Hourly Rate
Year 4	\$48.78	+	3.0%	=	\$50.24	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.0%	*	226	=	226	Estimated Hours Year 1
Year 2	0.0%	*	226	=	0	Estimated Hours Year 2
Year 3	0.0%	*	226	=	0	Estimated Hours Year 3
Year 4	0.0%	*	226	=	0	Estimated Hours Year 4
Year 5	0.0%	*	226	=	0	Estimated Hours Year 5
Total	100.000%		Total	=	226	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (Calculated above)		Estimated hours (Calculated Above)		Cost Per Year	
Year 1	\$44.64	*	226	=	\$10,088.04	Estimated Hours Year 1
Year 2	\$45.98	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$47.36	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$48.78	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$50.24	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$10,088.04	
	Direct Labor Subtotal before Escalation			=	\$10,088.04	
	Estimated total of Direct Labor Salary Increase			=	\$0.00	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the #
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3**Certification of Direct Costs:**

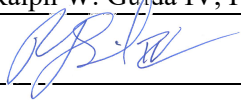
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) -
6. [48 Code of Federal Regulations Part 9904](#) - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name**:	<u>Ralph W. Guida IV, PLS</u>	Title**:	<u>President</u>
Signature:		Date of Certification (mm/dd/yyyy):	<u>8/13/2019</u>
Email**:	<u>rguidaiv@guidainc.com</u>	Phone Number:	<u>949-777-2000</u>
Address:	<u>9241 Irvine Blvd. Ste: 100, Irvine, California 92618</u>		

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract: **Professional Land Surveying Services**



ITEM #K-6

COST PROPOSAL - ESTIMATED HOURS BY TASK

City of Oxnard

Traffic Signal Modifications

August 14, 2019

Task Description	DOKKEN ENGINEERING													
	John Klemunes, PE Principal in Charge	Michael Greer, PE Project Manager	Mark Tarrall, PE QA/QC Manager	Joe Ostliek, PE Electrical Project Engineer	Eduardo Simonsen, PE Electrical Design	Senior Engineer	Associate Engineer	Assistant Engineer	TOTAL HOURS	LABOR COST	ESCALATION 3%	OH Rate 166.36%	Fee 10%	TOTAL COST
FULLY BURDENED RATE	\$ 278.35	\$ 184.59	\$ 234.40	\$ 178.73	\$ 149.43	\$ 199.24	\$ 149.43	\$ 111.34						
RAW RATE	\$ 95.00	\$ 63.00	\$ 80.00	\$ 61.00	\$ 51.00	\$ 68.00	\$ 51.00	\$ 38.00						
TRAFFIC SIGNAL MODIFICATIONS														
TASK 1 - PROJECT MANAGEMENT FOR PS&E	2	78	60		16			24	180	\$ 11,632.00	\$ -	\$ 19,351.00	\$ 3,098.30	\$ 34,081.29
1.1 PDT Meetings	2	24							26	\$ 1,702.00		\$ 2,831.45	\$ 453.34	\$ 4,986.79
1.2 Project Coordination and Administration		40							40	\$ 2,520.00		\$ 4,192.27	\$ 671.23	\$ 7,383.50
1.3 MS Project Schedule		6							6	\$ 378.00		\$ 628.84	\$ 100.68	\$ 1,107.52
1.4 Utility Coordination		8			16			24	48	\$ 2,232.00		\$ 3,713.16	\$ 594.52	\$ 6,539.67
1.5 Quality Control Plan			60						60	\$ 4,800.00		\$ 7,985.28	\$ 1,278.53	\$ 14,063.81
TASK 2 - DESIGN PHASE	13	60		154	324	16	222	412	1201	\$ 58,999.00	\$ -	\$ 98,150.74	\$ 15,714.97	\$ 172,864.71
2.1 Data Collection and Field Review	1	4		4	8		4		21	\$ 1,203.00		\$ 2,001.31	\$ 320.43	\$ 3,524.74
2.2 Utility Coordination and Base Map		8		4	24		24	40	100	\$ 4,716.00		\$ 7,845.54	\$ 1,256.15	\$ 13,817.69
2.3 Topographic Survey		4					8		12	\$ 660.00		\$ 1,097.98	\$ 175.80	\$ 1,933.77
2.4 Drainage Memo		4				16	40	80	140	\$ 6,420.00		\$ 10,680.31	\$ 1,710.03	\$ 18,810.34
2.5 65% Plans and Estimate		16		84	168		84	168	520	\$ 25,368.00		\$ 42,202.20	\$ 6,757.02	\$ 74,327.23
2.6 95% Plans, Specifications, and Estimate	8	16		42	84		42	84	276	\$ 13,948.00		\$ 23,203.89	\$ 3,715.19	\$ 40,867.08
2.7 100% Plans, Specifications, and Estimate	4	8		20	40		20	40	132	\$ 6,684.00		\$ 11,119.50	\$ 1,780.35	\$ 19,583.85
TASK 3 - BID PHASE	1	4		10	20		10	20	65	\$ 3,247.00	\$ -	\$ 5,401.71	\$ 864.87	\$ 9,513.58
3.1 Bid Phase	1	4		10	20		10	20	65	\$ 3,247.00		\$ 5,401.71	\$ 864.87	\$ 9,513.58
TASK 4 - CONSTRUCTION SUPPORT	1	4		10	20		10	20	65	\$ 3,247.00	\$ -	\$ 5,401.71	\$ 864.87	\$ 9,513.58
4.1 Construction Support for Changes to Design	1	4		10	20		10	20	65	\$ 3,247.00		\$ 5,401.71	\$ 864.87	\$ 9,513.58
ESCALATION											\$ 1,156.88	\$ 1,924.59	\$ 308.15	\$ 3,389.61
Total Hours	17.0	146.0	60.0	174.0	380.0	16.0	242.0	476.0	1,511.0					
Total Cost	\$ 4,731.89	\$ 26,949.78	\$ 14,063.81	\$ 31,098.60	\$ 56,782.64	\$ 3,187.80	\$ 36,161.58	\$ 52,997.13		\$ 77,125.00	\$ 1,156.88	\$ 130,229.74	\$ 20,851.16	\$ 229,362.78



ITEM #K-6

COST PROPOSAL - ESTIMATED HOURS BY TASK

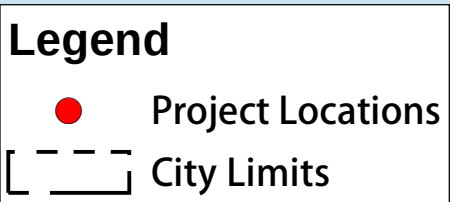
City of Oxnard

Traffic Signal Modifications

August 14, 2019

Task Description	GUIDA SURVEYING INC.																GRAND TOTAL HOURS	GRAND TOTAL OTHER DIRECT COSTS	GRAND TOTAL COST
	Tim Fetting, PLS Sr. Project Manager	Anna Beal, PLS Project Manager	Dean Bouldin, PLS Project Surveyor	Mehdi Hakimi, LST Survey Analyst	Samira Heidari Survey Technician	Tony Andrade, PLS PIM Chief	Survey Crew Party Chief	Survey Crew Chainman	Project Coordinator	TOTAL HOURS	LABOR COST	ESCALATION 3%	OH Rate 195.75%	Fee 10%	OTHER DIRECT COSTS	TOTAL COST			
FULLY BURDENED RATE	\$ 240.74	\$ 183.16	\$ 173.40	\$ 104.10	\$ 83.77	\$ 176.65	\$ 163.18	\$ 153.16	\$ 67.02										
RAW RATE	\$ 74.00	\$ 56.30	\$ 53.30	\$ 32.00	\$ 25.75	\$ 54.30	\$ 50.16	\$ 47.08	\$ 20.60										
TRAFFIC SIGNAL MODIFICATIONS																			\$ 265,834.49
TASK 1 - PROJECT MANAGEMENT FOR PS&E											\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	180	\$ -	\$ 34,081.29
1.1 PDT Meetings											\$ -		\$ -	\$ -		\$ -	26	\$ -	\$ 4,986.79
1.2 Project Coordination and Administration											\$ -		\$ -	\$ -		\$ -	40	\$ -	\$ 7,383.50
1.3 MS Project Schedule											\$ -		\$ -	\$ -		\$ -	6	\$ -	\$ 1,107.52
1.4 Utility Coordination											\$ -		\$ -	\$ -		\$ -	48	\$ -	\$ 6,539.67
1.5 Quality Control Plan											\$ -		\$ -	\$ -		\$ -	60	\$ -	\$ 14,063.81
TASK 2 - DESIGN PHASE	4	8	24	40	16	14	56	56	8	226	\$ 10,088.04	\$ -	\$ 19,747.34	\$ 2,983.54	\$ 3,652.80	\$ 36,471.72	1427	\$ 3,652.80	\$ 209,336.43
2.1 Data Collection and Field Review											\$ -		\$ -	\$ -		\$ -	21	\$ -	\$ 3,524.74
2.2 Utility Coordination and Base Map											\$ -		\$ -	\$ -		\$ -	100	\$ -	\$ 13,817.69
2.3 Topographic Survey	4	8	24	40	16	14	56	56	8	226	\$ 10,088.04		\$ 19,747.34	\$ 2,983.54	\$ 3,652.80	\$ 36,471.72	238	\$ 3,652.80	\$ 38,405.49
2.4 Drainage Memo											\$ -		\$ -	\$ -		\$ -	140	\$ -	\$ 18,810.34
2.5 65% Plans and Estimate											\$ -		\$ -	\$ -		\$ -	520	\$ -	\$ 74,327.23
2.6 95% Plans, Specifications, and Estimate											\$ -		\$ -	\$ -		\$ -	276	\$ -	\$ 40,867.08
2.7 100% Plans, Specifications, and Estimate											\$ -		\$ -	\$ -		\$ -	132	\$ -	\$ 19,583.85
TASK 3 - BID PHASE											\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	65	\$ -	\$ 9,513.58
3.1 Bid Phase											\$ -		\$ -	\$ -		\$ -	65	\$ -	\$ 9,513.58
TASK 4 - CONSTRUCTION SUPPORT											\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	65	\$ -	\$ 9,513.58
4.1 Construction Support for Changes to Design											\$ -		\$ -	\$ -		\$ -	65	\$ -	\$ 9,513.58
ESCALATION																			\$ 3,389.61
Total Hours	4	8	24	40	16	14	56	56	8	226							1737		
Total Cost	\$ 962.96	\$ 1,465.26	\$ 4,161.56	\$ 4,164.16	\$ 1,340.34	\$ 2,473.12	\$ 9,138.25	\$ 8,577.13	\$ 536.14		\$ 10,088.04	\$ -	\$ 19,747.34	\$ 2,983.54	\$ 3,652.80	\$ 36,471.72		\$ 3,652.80	\$ 265,834.49

ITEM #K-6





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

DATE: February 4, 2020

TO: City Council

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

SUBJECT: Award Professional Services Agreement A-8202 with Pavement Engineering Inc. for City's Pavement Management Systems Update.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute Professional Services Agreement A-8202 with Pavement Engineering Inc. (PEI) for a three year term, in an amount not to exceed \$353,275, for the Pavement Management Systems (PMS) Update. (Public Works and Transportation Committee approved 3-0)

BACKGROUND

The City of Oxnard currently maintains approximately 1,032 lane miles of streets and alleys representing 97,472,282 square feet of pavement with a replacement value of approximately \$845,123,000, as calculated by the Pavement Management System (PMS). Historically, street inspections have been performed on a three-year rotation with a third of residential streets inspected each year and 100% of arterials receiving annual inspections. To effectively plan for future street maintenance and improvements, an update of the PMS and 30- year master plan are critical.

DISCUSSION

This work will include a visual pavement inspection of all streets and alleyways. Each street and alleyway will be assigned a Pavement Condition Index (PCI) that will be entered into the City's StreetSaver software database program. PCI is a numerical index between 0 (worst, or no pavement remaining) and 100 (best, or newly built roadway) used to indicate the general condition of a street. The StreetSaver program predicts future PCI by calculating the long term deterioration of each street. Utilizing the pavement inspection data, a 30-year maintenance and capital improvement plan will be developed for the City's streets and alleyways. Finally, a presentation will be made to Council of the Streets Master Plan and guidance on pavement principles and practices for the City of Oxnard.

A request for proposals (RFP) was issued on August 1, 2019, and closed on August 28, 2019. Three consulting firms submitted proposals. Engineering staff reviewed and evaluated the proposals and determined that PEI was the most qualified consultant. The Consultant's insurance coverage has been documented and verified.

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

There is sufficient funding available in Fiscal Year 2019-20 from State Gas Tax (Fund 181), Project 19IN01 (Annual Pavement System Update), to cover anticipated expenditures of \$50,000. Any additional funds needed to cover the remaining contract amount of \$303,275 will be included in Fiscal Years 2020-21, 2021-22 and 2022-23 from State Gas Tax (Fund 181).

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on January 14, 2020 to approve the staff recommendation to forward the item for Council approval.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. PEI Agreement A-8202 (CA _CONS Sig)
2. Pavement Engineering Inc Proposal_PW20-04

AGREEMENT FOR PROFESSIONAL SERVICES COVER PAGE

- (1) Agreement Start Date: February 6, 2020
- (2) Consultant: Pavement Engineering, Inc.
- (3) Services: Update City's Pavement Management System (PMS)
- (4) Schedule of Services: See Exhibit A - Scope of Services
- (5) Agreement Ending Date: February 5, 2023
- (6) Total Agreement Amount: \$353,275
- (7) City's Project Manager: Asitha Withanage
- (8) Consultant's Project Manager: Joseph Seely
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

3485 Sacramento Drive, Suite A
San Luis Obispo, CA 93401
Attn: Joseph L. Ririe, P.E., President & Senior
Principal Engineer

FOR CITY:

305 W. Third St., 3rd Floor
Oxnard, CA 93030
Attn: Asitha Withanage, P.E., Project Manager

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

JoeS@pavementengineering.com

CITY'S PROJECT MANAGER:

asitha.withanage@oxnard.org

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

- ☒ Exhibit A - Scope of Services
- ☒ Exhibit B - Rates and Costs
- ☐ Schedule of Services Exhibit
- ☒ Exhibit C - Insurance (INS-A w/ E&O)

AGREEMENT FOR PROFESSIONAL SERVICES

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

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

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

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

4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

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

9. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

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

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

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

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

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

15. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed before the date of termination. In the event of termination of this Agreement by either party due to no

fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

16. Hold Harmless, Defense and Indemnity.

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

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

c. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 16 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 16 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

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

18. Documents and Materials.

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

dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 18.

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

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

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

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

19. Confidentiality of Information.

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

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

c. All confidential information shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

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

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

e. Consultant shall use reasonable care to protect the confidential information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages.

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

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

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

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

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

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

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

21. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity,

gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

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

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

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

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

26. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

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

28. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

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

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

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

32. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

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

34. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

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

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

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

38. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

39. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

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

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

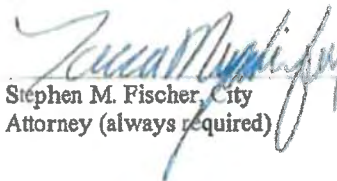
CITY OF OXNARD

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

ATTEST:

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

APPROVED AS TO FORM:

 12-20-19
 Stephen M. Fischer, City Attorney (always required) Date

PAVEMENT ENGINEERING, INC.

 1/14/2020
 Joseph L. Ririe, P.E., President/Senior Principal Engineer² Date

 1-14-20
 William J. Long, P.E., CEO Date

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

² The City requires the following for any contract:

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

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

EXHIBIT A SCOPE OF SERVICES

Currently, the City of Oxnard maintains approximately 382 miles of streets and 70 miles of alleys. Historically, street inspections have been performed on a three-year rotation with a third of residential and collector streets inspected each year and 100% of arterials receiving annual inspections. The City will continue that three-year rotation, starting with Rotation C, update its PMS and update its 30-year master plan.

The City has outlined nine (9) essential tasks in its scope of work: project management; preliminary investigation; pavement inspection; PMS update; maintenance and a capital improvement plan (CIP); PMS report; quality management; engineering and design; construction administration and management; and project closeout.

The scope of services will be performed in six (6) phases over four (4) years, as outlined below.

Phase 1 - 2019 PMS Update:

Phase 1 Scope: Update Yearly streets and evaluation of Area C

- Task 1.0 Project Management
- Task 1.1 Preliminary Investigations
- Task 1.2 Pavement Inspection
- Task 1.3 PMS Update
- Task 1.4 Maintenance and Capital Improvement Plan (CIP)
- Task 1.5 PMS Report
- Task 1.6 Quality Management

Task 1.0 Project Management

Pavement Engineering, Inc. (Consultant) will undertake the following as part of Phase 1, Task 1.0:

Consultant will schedule a kick-off meeting with City staff to discuss project goals and expectations. During the meeting, Consultant will review past maintenance and rehabilitation strategies and check the City's maps and database to confirm streets, pavement areas, street limits and boundaries. Consultant will also review with staff quality control measures that are described in more detail in Task 1.6. Reviewing these issues and items prior to beginning work will help the City develop future maintenance plans and budget scenarios that accurately reflect the City's objectives.

Based on this discussion, Consultant will develop a firm schedule to track progress of the project and also will establish the format of deliverables that will be most useful to the City.

Throughout the project, Consultant will meet with City staff as required to coordinate and review specific project progress, schedules and budgets to ensure the work performed meets the City's expectations and performance goals.

Task 1.1 Preliminary Investigations

Consultant will undertake the following as part of Task 1.1:

At the first meeting with City staff, Consultant's project manager will arrange to retrieve any new PMS data, GIS files and drawings. Consultant will review past data, assess recent information and determine the information that is important to the project. Consultant's project manager will then work with City staff to develop goals and objectives using and incorporating the present data into the pavement management plan and system.

Task 1.2 Pavement Inspection

Consultant will undertake the following as part of Task 1.2:

Consultant's certified staff will manually inspect the City's streets (Collectors and Residentials) and alleys in Area C, as well as 100% of the City's Arterials for the following pavement distresses: alligator cracking, block cracking, distortions, patches/utility cuts, longitudinal and transverse cracking, rutting/depressions and weathering.

Consultant will assign a Pavement Condition Index (PCI) for each street segment as specified by ASTM D6433 and supported by Consultant's quality assurance standards, which are designed to ensure accuracy and consistency.

As part of the field review, Consultant will use a vehicle-mounted digital measuring device to measure the length of each street segment and will use a hand-held wheel to measure the width.

Consultant will sample locations on random test sites of $\pm 2,500$ sf. Consultant will annotate the sample location on its rating sheet using footage from the beginning of each road segment. Recording locations of inspected sample areas provides the necessary information to relocate the measured area for verification. This method produces reliable, reproducible data for current and future use.

As part of this work, Consultant will perform a Quality Control review. The QC review compares the latest PCIs of newly rated street segments to prior PCIs from the last PMS update. Any segment found to have deteriorated more than 3 PCI points per year, since the last visual evaluation (12 points for Rotation C, and 3 points for Arterials), or have increased more than 1 PCI point, without a documented M&R treatment, will then reviewed by The Project Manager.

To ensure safety during the visual evaluation, Consultant will provide its inspectors with reflective safety vests and will provide traffic control using flashing beacons and vehicle-mounted magnetic signs warning of frequent stops.

At the City's discretion, in addition to the pavement inspections, for an additional fee, Consultant may perform inspections for locating ADA ramps, potential illegal curb cuts or ramps and locations of sidewalk displacements. Consultant's approach would follow the same guidelines performed during a similar inspection for the City in 2008.

For the ADA ramp locations, Consultant would review all the City's streets and document the location of existing ADA ramps and determine where ADA ramps should be located. Consultant may also evaluate ramps for compliance to current ADA requirements.

For sidewalk displacements, Consultant would review all the City's sidewalks and locate displacements greater than a half inch. Locations would be tied to street addresses. Consultant will generate a report that shows locations and costs of remediation.

For illegal curb cuts or ramps, Consultant would review each street and document potential illegal cuts and ramps by street address. Consultant's report will document addresses and condition.

Task 1.3 PMS Update

Consultant will undertake the following as part of Task 1.3 following completion of Task 1.2:

Consultant will input the data collected during the visual evaluations in the City's StreetSaver® database using MTC's Mobile Rater. This will provide updated PCI's for each of the segments inspected.

Consultant will utilize StreetSaver® to develop "family curves" for each road or functional classification. Consultant will verify, to the extent possible, and input the last Maintenance and Rehabilitation (M&R) treatment and Date for each segment. Consultant will update the City's StreetSaver® database with ADT data, provided by the City, for the Arterial and Collector Streets,

As part of the update, Consultant will review the City's current street segmentation and how the roads are being used to make sure any analysis is consistent with the use of recommended maintenance and rehabilitation strategies.

Task 1.4 Maintenance and Capital Improvement Plan (CIP)

Consultant will undertake the following as part of Task 1.4:

Consultant will identify and prioritize annual asphalt concrete preventative maintenance and rehabilitation treatments for the inspected streets according to a critical-point management approach. Consultant will work with City staff to develop decision matrices and breakpoints and to develop treatments and costs for maintenance and rehabilitation projects.

Consultant will help City staff determine the best maintenance that will maintain the City's overall PCI at a level set by the City. The analysis will demonstrate what the City can expect in terms of overall pavement condition for each street system based on current and proposed future funding levels. Consultant will recommend the order in which neighborhood street repairs should be tackled and will assist the City in addressing any potential budgetary shortfalls, as required.

Task 1.5 PMS Report

Consultant will undertake the following as Task 1.5:

Consultant will prepare one copy of the PMS report in an indexed binder for the City's review. After the review, Consultant will prepare an updated final report containing all relevant information in a PDF format on a computer disk. Both the print and the electronic report will contain the following information:

- Executive summary
- Budget needs scenarios

- Network replacement costs
- Proposed future budget levels
- Budget scenarios including
 - a scenario to maintain roadways at the existing PCI;
 - a scenario to increase the current PCI by 5 points; and
 - a scenario to show the potential PCI for roadways over five to ten years using current funding levels or a specified time range determined by the City
- A section description report for all street segments, sorted by Neighborhood
- Street sections selected for recommended treatments during the specified years with estimated costs
- Maps and exhibits.
- GIS Shapefile and Spreadsheet Export

As an option, Consultant can provide a presentation for the City Council that summarizes the report and provides guidance on pavement principles and practices.

Task 1.6 Quality Management

Consultant will provide the following quality assurances in Task 1.6 as part of the overall scope of work:

Consultant's Quality Control Plan will compare the latest PCI's of newly rated street segments to prior PCI's from the last PMS update. Consultant will identify and review Street segments with PCI's that have increased in PCI, without any maintenance and rehabilitation, and street segments with PCI's that have dropped more than 3 PCI points per year, since their last rating. Consultant will review a minimum of 10% of the segments as part of the QC review.

Consultant's PMS quality control plan will encompass several internal checks and balances to ensure data complies with ASTM standards and is both accurate and repeatable. Consultant's QA/QC procedures for PMS work will include these elements:

Trained and certified staff:

Consultant's field technicians will have undergone strict performance testing that includes protocols, equipment calibration and knowledge of pavement distresses. Consultant's data technicians will have been trained in data entry and verification procedures, field paperwork preparation, map marking and other duties related to accurate, comprehensive PMS reports. Consultant's inspectors will have been certified by the Metropolitan Transportation Commission (MTC).

Equipment verification:

Prior to beginning any pavement assessment, Consultant will inspect, verify and, if necessary, calibrate its measuring equipment, including vehicle-mounted devices that measure the length of each street segment and hand-held wheels that measure the width.

Data checks:

Consultant's PMS crew will perform a series of data checks in the field after collecting and processing the data according to strict procedures. The Consultant PMS project manager will review the data for

accuracy and completeness before a Consultant PMS data technician compiles the final database, according to the agency's locations and mapping system. Consultant PMS project manager will coordinate with Consultant PMS data technician to recheck segment lengths and looks for any missing segments or data elements. This will include a verification of the Functional Classification of each segment to ensure that it complies with Caltrans Specifications. Consultant's data technician will review the entire database for formatting, missing information and errors:

Control , verification and random site testing:

Consultant's Project Manager will review a minimum of 10% of the road segments previously rated according to MTC procedures to verify the accuracy of data. Consultant will compare these reference values to the initial PCI generated by StreetSaver® software. If there are discrepancies, Consultant will rerate the road. Once this QA/QC is finished, Consultant will update any variations to what the field crew found in the database.

Phase 2- 2020 PMS Update:

Phase 2 Scope: Update Yearly streets, Evaluation of Area A and Parking Lots

Task 2.0 Project Management

Task 2.1 Preliminary Investigations

Task 2.2 Pavement Inspection

Task 2.3 PMS Update

Task 2.4 Maintenance and Capital Improvement Plan (CIP)

Task 2.5 PMS Report

Task 2.6 Quality Management

Task 2.0 Project Management

Consultant will undertake the following as part of Phase 2, Task 2.0:

Consultant will schedule a kick-off meeting with City staff to discuss project goals and expectations. During the meeting, Consultant will review past maintenance and rehabilitation strategies and check the City's maps and database to confirm streets, pavement areas, street limits and boundaries. Consultant will review with staff quality control measures that are described in more detail in Task 2.6.

Based on this discussion, Consultant will develop a firm schedule to track progress of the project and establish the format of deliverables that will be most useful to the City.

Throughout the project, Consultant will meet with City staff as required to coordinate and review specific project progress , schedules , and budgets to ensure the work performed meets the City's expectations and performance goals.

Task 2.1 Preliminary Investigations

Consultant will undertake the following as part of Task 2.1:

At the first meeting with City staff, Consultant's project manager will arrange to retrieve any new PMS data, GIS files and drawings. Consultant will review past data, assess recent information and determine the information that is important to the project. Consultant's project manager will work with City staff to develop goals and objectives using and incorporating the present data into the pavement management plan and system.

Task 2.2 Pavement Inspection

Consultant will undertake the following as part of Task 2.2:

Consultant's certified staff will manually inspect 100% of the City's Arterial streets and the City's Collectors, Residentials, and alleys in Area A, as well as the pavements at each of the City owned and maintained parking lots (61 sites) for the following pavement distresses: alligator cracking, block cracking, distortions, patches/utility cuts, longitudinal and transverse cracking, rutting/depressions and weathering. In the parking lots, Consultant will review the existing ADA parking stalls for compliance.

Consultant will assign a Pavement Condition Index (PCI) for each street segment as specified by ASTM 06433 and supported by Consultant's quality assurance standards, which are designed to ensure accuracy and consistency. Consultant's inspectors will be certified by for quality and consistency with a demonstrated accuracy rate of ± 5 PCI points. Industry standards accepts ± 10 PCI points.

As part of the field review, Consultant will use a vehicle-mounted digital measuring device to measure the length of each street segment and will use a hand-held wheel to measure the width.

Consultant will sample locations on random test sites of $\pm 2,500$ sf. Consultant will annotate the sample location on Consultant's rating sheet using footage from the beginning of each road segment. Recording locations of inspected sample areas will provide the necessary information to relocate the measured area for verification.

Consultant will perform a Quality Control review. The QC review will compare the latest PCI's of newly rated street segments to prior PCI's from the last PMS update. Any segment found to have deteriorated more than 3 PCI points per year, since the last visual evaluation (12 points for Rotation C, and 3 points for Arterials), or to have increased more than 1 PCI point, without a documented M&R treatment, will be reviewed by Consultant's Project Manager.

Consultant will provide its inspectors with reflective safety vests and will provide traffic control using flashing beacons and vehicle-mounted magnetic signs warning of frequent stops.

At the City's discretion, in addition to the pavement inspections, for an additional fee, Consultant may perform inspections for locating ADA ramps, potential illegal curb cuts or ramps and locations of sidewalk displacements. Consultant's inspection approach of these elements would follow the same guidelines used in 2008.

For the ADA ramp locations, Consultant would review all the City's streets and document the location of existing ADA ramps and determine where ADA ramps should be located. Consultant may evaluate ramps for compliance to current ADA requirements.

For sidewalk displacements, Consultant would review all the City's sidewalks and locate displacements greater than a half inch. Locations would be tied to street addresses. Consultant will generate a report that shows locations and costs of remediation.

For illegal curb cuts or ramps, Consultant would review each street and document potential illegal cuts and ramps by street address. Consultant's report will document addresses and condition.

Task 2.3 PMS Update

Consultant will undertake the following as part of Task 2.3 following completion of Task 2.2:

Consultant will input the data collected during the visual evaluations in the City's StreetSaver® database using MTC's Mobile Rater. This will provide updated PCI's for each of the segments inspected.

Consultant will utilize StreetSaver® to develop "family curves" for each road or functional classification. Consultant will verify, to the extent possible, and input the last Maintenance and Rehabilitation (M&R) treatment and Date for each segment. Consultant will update the City's StreetSaver® database with ADT data, provided by the City, for the Arterial and Collector Streets.

As part of the update, Consultant will review the City's current street segmentation and how the roads are being used to make sure any analysis is consistent with the use of recommended maintenance and rehabilitation strategies.

Task 2.4 Maintenance and Capital Improvement Plan (CIP)

Consultant will undertake the following as part of Task 2.4:

Consultant will identify and prioritize annual asphalt concrete preventative maintenance and rehabilitation treatments for the inspected streets according to a critical-point management approach. Consultant will work with City staff to develop decision matrices and breakpoints and to develop treatments and costs for maintenance and rehabilitation projects.

Consultant will help City staff determine the best maintenance that will maintain the City's overall PCI at a level set by the City. The analysis will demonstrate what the City can expect in terms of overall pavement condition for each street system based on current and proposed future funding levels. Consultant will recommend the order in which neighborhood street repairs should be tackled and will assist the City in addressing any potential budgetary shortfalls, as required.

Task 2.5 PMS Report

Consultant will undertake the following as Task 2.5:

Consultant will prepare one (1) copy of the PMS report in an indexed binder for the City's review. After the review, Consultant will prepare an updated final report containing all relevant information in a PDF format on a computer disk. Both the print and the electronic report will contain the following information:

- Executive summary
- Budget needs scenarios

- Network replacement costs
- Proposed future budget levels
- Budget scenarios including
 - a scenario to maintain roadways at the existing PCI;
 - a scenario to increase the current PCI by 5 points; and
 - a scenario to show the potential PCI for roadways over five to ten years using current funding levels or a specified time range determined by the City
- A section description report for all street segments, sorted by Neighborhood
- Street sections selected for recommended treatments during the specified years with estimated costs
- Maps and exhibits.
- GIS Shapefile and Spreadsheet Export

For the assessed parking lots, Consultant will provide a summary report that lists each parking lot's condition and will include a summary of our ADA findings.

As an option, Consultant may provide a presentation for the City Council that summarizes the report and provides guidance on pavement principles and practices.

Task 2.6 Quality Management

Consultant will provide the following quality assurances in Task 2.6 as part of the overall scope of work:

Consultant Quality Control Plan will compare the latest PCI's of newly rated street segments to prior PCI's from the last PMS update. Consultant engineer or senior engineering technician will identify and review street segments with PCI's that have increased in PCI, without any maintenance and rehabilitation, and street segments with PCI's that have dropped more than 3 PCI points per year, since their last rating. Consultant will review a minimum of 10% of the segments as part of the QC review.

Consultant's PMS quality control plan will encompass several internal checks and balances to ensure data complies with ASTM standards and is both accurate and repeatable. Consultant QA/QC procedures for PMS work will include these elements:

Trained and certified staff:

Consultant's field technicians will have undergone strict performance testing that includes protocols, equipment calibration and knowledge of pavement distresses. Consultant's data technicians will have been trained in data entry and verification procedures, field paperwork preparation, map marking and other duties related to accurate, comprehensive PMS reports. Consultant's inspectors will have been certified by the Metropolitan Transportation Commission (MTC).

Equipment verification:

Prior to beginning any pavement assessment, Consultant will inspect, verify and, if necessary, calibrate its measuring equipment, including vehicle-mounted devices that measure the length of each street segment and hand-held wheels that measure the width.

Data checks:

Consultant's PMS crew will perform a series of data checks in the field after collecting and processing the data according to strict procedures. The Consultant PMS project manager will review the data for accuracy and completeness before a Consultant PMS data technician compiles the final database according to the agency's locations and mapping system. Consultant PMS project manager will work with the data technician to recheck segment lengths and look for any missing segments or data elements. This will include a verification of the Functional Classification of each segment to ensure that it complies with Caltrans Specifications. Consultant's data technician will review the entire database for formatting, missing information and errors.

Control, verification and random site testing:

Consultant's Project Manager will review a minimum of 10% of the road segments previously rated according to MTC procedures to verify the accuracy of data. Consultant will compare these reference values to the initial PCI generated by StreetSaver® software. If there are discrepancies, Consultant will rerate the road. Once this QA/QC is finished, any variations to what the field crew found will be updated in the database.

Phase 3 - 2021 PMS Update:

Phase 3 Scope: Update Yearly streets and evaluation of Area B

- Task 3.0 Project Management
- Task 3.1 Preliminary Investigations
- Task 3.2 Pavement Inspection
- Task 3.3 PMS Update
- Task 3.4 Maintenance and Capital Improvement Plan (CIP)
- Task 3.5 PMS Report
- Task 3.6 Quality Management

Task 3.0 Project Management

Consultant will undertake the following as part of Phase 3, Task 3.0:

Consultant will schedule a kick-off meeting with City staff to discuss project goals and expectations. During the meeting, Consultant will review past maintenance and rehabilitation strategies and check the City's maps and database to confirm streets, pavement areas, street limits and boundaries. Consultant will review with City staff quality control measures that are described in more detail in Task 3.6.

Based on this discussion, Consultant will develop a firm schedule to track progress of the project and also will establish the format of deliverables that will be most useful to the City.

Throughout the project, Consultant will meet with City staff as required to coordinate and review specific project progress, schedules, and budgets to ensure the work performed meets the City's expectations and performance goals.

Task 3.1 Preliminary Investigations

Consultant will undertake the following as part of Task 3.1:

At the first meeting with City staff, Consultant's project manager will arrange to retrieve any new PMS data, GIS files and drawings. Consultant will review past data, assess recent information and determine the information that is important to the project. Consultant's project manager will then work with City staff to develop goals and objectives using and incorporating the present data into the pavement management plan and system.

Task 3.2 Pavement Inspection

Consultant will undertake the following as part of Task 3.2:

Consultant's certified staff will manually inspect the City's streets (Collectors and Residentials) and alleys in Area C, as well as 100% of the City's Arterial for the following pavement distresses: alligator cracking, block cracking, distortions, patches/utility cuts, longitudinal and transverse cracking, rutting/depressions and weathering.

Consultant will assign a Pavement Condition Index (PCI) for each street segment as specified by ASTM 06433 and supported by PEI's quality assurance standards, which are designed to ensure accuracy and consistency. Consultant's inspectors will be certified by for quality and consistency with a demonstrated accuracy rate of ± 5 PCI points. Industry standards accepts ± 10 PCI points.

As part of the field review, Consultant will use a vehicle-mounted digital measuring device to measure the length of each street segment and will use a hand-held wheel to measure the width.

Consultant will sample locations on random test sites of $\pm 2,500$ sf. Consultant will annotate the sample location on our rating sheet using footage from the beginning of each road segment. Recording locations of inspected sample areas will provide the necessary information to relocate the measured area for verification.

As part of this work, Consultant will perform a Quality Control review. The QC review will compare the latest PCI's of newly rated street segments to prior PCI's from the last PMS update. The Consultant Project Manager will review any segment found to have deteriorated more than 3 PCI points per year, since the last visual evaluation (12 points for Rotation C, and 3 points for Arterials), or to have increased more than 1 PCI point, without a documented M&R treatment.

To ensure safety during the visual evaluation, Consultant will provide its inspectors with reflective safety vests and will provide traffic control using flashing beacons and vehicle-mounted magnetic signs warning of frequent stops.

At the City's discretion, in addition to the pavement inspections, Consultant can perform inspections for locating ADA ramps, potential illegal curb cuts or ramps and locations of sidewalk displacements. An additional fee proposal would be necessary, were the City to choose to have ramps, curbs, and sidewalks inspected. Consultant performed a similar inspection for the City of these elements in 2008. Our approach would follow the same guidelines.

At the City's discretion, in addition to the pavement inspections, for an additional fee, Consultant may perform inspections for locating ADA ramps, potential illegal curb cuts or ramps and locations of sidewalk displacements. Consultant's inspection approach of these elements would follow the same guidelines used in 2008.

For the ADA ramp locations, Consultant would review all the City's streets and document the location of existing ADA ramps and determine where ADA ramps should be located. Consultant may evaluate ramps for compliance to current ADA requirements.

For sidewalk displacements, Consultant would review all the City's sidewalks and locate displacements greater than a half inch. Locations would be tied to street addresses. Consultant will generate a report that shows locations and costs of remediation.

For illegal curb cuts or ramps, Consultant would review each street and document potential illegal cuts and ramps by street address. Consultant's report will document addresses and condition.

Task 3.3 PMS Update

Consultant will undertake the following as part of Task 3.3 following completion of Task 3.2:

Consultant will input the data collected during the visual evaluations in the City's StreetSaver® database using MTC's Mobile Rater. This will provide updated PCI's for each of the segments inspected.

Consultant will utilize StreetSaver® to develop "family curves" for each road or functional classification. Consultant will verify, to the extent possible, and input the last Maintenance and Rehabilitation (M&R) treatment and Date for each segment. Consultant will update the City's StreetSaver® database with ADT data, provided by the City, for the Arterial and Collector Streets,

As part of the update, Consultant will review the City's current street segmentation and how the roads are being used to make sure any analysis is consistent with the use of recommended maintenance and rehabilitation strategies.

Task 3.4 Maintenance and Capital Improvement Plan (CIP)

Consultant will undertake the following as part of Task 3.4:

Consultant will identify and prioritize annual asphalt concrete preventative maintenance and rehabilitation treatments for the inspected streets according to a critical-point management approach. The critical-point approach incorporates pavements from all parts of the deterioration curve, not just the best nor just the worst. Consultant will work with City staff to develop decision matrices and breakpoints and to develop treatments and costs for maintenance and rehabilitation projects.

Consultant will help City staff determine the best maintenance that will maintain the City's overall PCI at a level set by the City. Consultant's analysis will demonstrate what the City can expect in terms of overall pavement condition for each street system based on current and proposed future funding levels. Consultant will recommend the order in which neighborhood street repairs should be tackled and will assist the City in addressing any potential budgetary shortfalls, as required.

Task 3.5 PMS Report

Consultant will undertake the following as Task 3.5:

Consultant will prepare one copy of the PMS report in an indexed binder for the City's review. After the review, Consultant will prepare an updated final report containing all relevant information in a PDF format on a computer disk. Both the print and the electronic report will contain the following information:

- Executivesummary
- Budget needs scenarios
- Network replacement costs
- Proposed future budget levels
- Budget scenarios including
 - a scenario to maintain roadways at the existing PCI;
 - a scenario to increase the current PCI by 5 points; and
 - a scenario to show the potential PCI for roadways over five to ten years using current funding levels or a specified time range determined by the City
- A section description report for all street segments, sorted by Neighborhood
- Street sections selected for recommended treatments during the specified years with estimated costs
- Maps and exhibits.
- GIS Shapefile and Spreadsheet Export

As an option, Consultant can provide a presentation for the City Council that summarizes the report and provides guidance on pavement principles and practices.

Task 3.6 Quality Management

Consultant will provide the following quality assurances in Task 3.6 as part of the overall scope of work:

Consultant's Quality Control Plan will compare the latest PCI's of newly rated street segments to prior PCI's from the last PMS update. Consultat's engineer or senior engineering technician will identify and review, in the field, Street segments with PCI's that have increased in PCI, without any maintenance and rehabilitation, and street segments with PCI's that have dropped more than 3 PCI points per year, since their last rating. Consultant will review a minimum of 10% of the segments as part of the QC review.

Consultant's PMS quality control plan will encompass several internal checks and balances to ensure data complies with ASTM standards and is both accurate and repeatable. Consultant's QA/QC procedures for PMS work will include these elements:

Trained and certified staff:

Consultant's field technicians will have undergone strict performance testing that includes protocols, equipment calibration and knowledge of pavement distresses. Consultant's data technicians will have been trained in data entry and verification procedures, field paperwork preparation, map marking and other duties related to accurate, comprehensive PMS reports. Consultant's inspectors will have been certified by the Metropolitan Transportation Commission (MTC).

Equipment verification:

Prior to beginning any pavement assessment, Consultant will inspect, verify and, if necessary, calibrate its measuring equipment, including vehicle-mounted devices that measure the length of each street segment and hand-held wheels that measure the width.

Data checks:

Consultant will perform a series of data checks in the field after collecting and processing the data according to strict procedures. The Consultant PMS project manager will review the data for accuracy and completeness before a Consultant PMS data technician compiles the final database according to the agency's locations and mapping system. The Consultant project manager will work with the data technician to recheck segment lengths and look for any missing segments or data elements. This will include a verification of the Functional Classification of each segment to ensure that it complies with Caltrans Specifications. Consultant's data technician will review the entire database for formatting, missing information and errors.

Control, verification and random site testing:

Consultant's Project Manager will review a minimum of 10% of the road segments previously rated according to MTC procedures to verify the accuracy of data. Consultant will compare these reference values to the initial PCI generated by StreetSaver® software. If there are discrepancies, Consultant will rerate the road. Once this QA/QC is finished, Consultant will update in the database any variations to what the Consultant field crew found.

Phase 4 - 2022 PMS Update:

Phase 4 Scope: Update Yearly streets and evaluation of Area C

- Task 4.0 Project Management
- Task 4.1 Preliminary Investigations
- Task 4.2 Pavement Inspection
- Task 4.3 PMS Update
- Task 4.4 Maintenance and Capital Improvement Plan (CIP)
- Task 4.5 PMS Report
- Task 4.6 Quality Management

Task 4.0 Project Management

Consultant will undertake the following as part of Phase 4, Task 4.0:

Consultant will schedule a kick-off meeting with City staff to discuss project goals and expectations. During the meeting, Consultant will review past maintenance and rehabilitation strategies and check the City's maps and database to confirm streets, pavement areas, street limits and boundaries. Consultant will review with staff quality control measures that are described in more detail in Task 4.6.

Based on this discussion, Consultant will develop a firm schedule to track progress of the project and also will establish the format of deliverables that will be most useful to the City.

Throughout the project, Consultant will meet with City staff as required to coordinate and review specific project progress, schedules, and budgets to ensure the work performed meets the City's expectations and performance goals.

Task 4.1 Preliminary Investigations

Consultant will undertake the following as part of Task 4.1:

At the first meeting with City staff, Consultant's project manager will arrange to retrieve any new PMS data, GIS files and drawings. Consultant will review past data, assess recent information and determine the information that is important to the project. Consultant's project manager will work with City staff to develop goals and objectives using and incorporating the present data into the pavement management plan and system.

Task 4.2 Pavement Inspection

Consultant will undertake the following as part of Task 4.2:

Consultant's certified staff will manually inspect the City's streets (Collectors and Residentials) and alleys in Area C, as well as 100% of the City's Arterial for the following pavement distresses: alligator cracking, block cracking, distortions, patches/utility cuts, longitudinal and transverse cracking, rutting/depressions and weathering.

Consultant will assign a Pavement Condition Index (PCI) for each street segment as specified by ASTM 06433 and supported by Consultant's quality assurance standards, which are designed to ensure accuracy and consistency. PEI's inspectors will be certified by for quality and consistency with a demonstrated accuracy rate of ± 5 PCI points. Industry standards accepts ± 10 PCI points.

As part of the field review, Consultant will use a vehicle-mounted digital measuring device to measure the length of each street segment and will use a hand-held wheel to measure the width.

Consultant will sample locations on random test sites of $\pm 2,500$ sf. Consultant will annotate the sample location on our rating sheet using footage from the beginning of each road segment.

As part of this work, Consultant will perform a Quality Control review. The QC review will compare the latest PCI's of newly rated street segments to prior PCI's from the last PMS update. The Consultant Project Manager will review any segment found to have deteriorated more than 3 PCI points per year, since the last visual evaluation (12 points for Rotation C, and 3 points for Arterials), or to have increased more than 1 PCI point, without a documented M&R treatment.

To ensure safety during the visual evaluation, Consultant will provide its inspectors with reflective safety vests and will provide traffic control using flashing beacons and vehicle-mounted magnetic signs warning of frequent stops.

At the City's discretion, in addition to the pavement inspections, for an additional fee, Consultant may perform inspections for locating ADA ramps, potential illegal curb cuts or ramps and locations of sidewalk displacements. Consultant would follow the same guidelines used in the inspection performed in 2008. For the ADA ramp locations, Consultant would review all the City's streets and document the

location of existing ADA ramps and determine where ADA ramps should be located. Consultant also may evaluate ramps for compliance to current ADA requirements.

For sidewalk displacements, Consultant would review all the City's sidewalks and locate displacements greater than a half inch. Locations would be tied to street addresses. Consultant will generate a report that shows locations and costs of remediation.

For illegal curb cuts or ramps, Consultant would review each street and document potential illegal cuts and ramps by street address. Consultant's report will document addresses and condition.

Task 4.3 PMS Update

Consultant will undertake the following as part of Task 4.3 following completion of Task 4.2:

Consultant will input the data collected during the visual evaluations in the City's StreetSaver® database using MTC's Mobile Rater. This will provide updated PCI's for each of the segments inspected.

Consultant will utilize StreetSaver® to develop "family curves" for each road or functional classification. Consultant will verify, to the extent possible, and input the last Maintenance and Rehabilitation (M&R) treatment and Date for each segment. Consultant will update the City's StreetSaver® database with ADT data, provided by the City, for the Arterial and Collector Streets.

As part of the update, Consultant will review the City's current street segmentation and how the roads are being used to make sure any analysis is consistent with the use of recommended maintenance and rehabilitation strategies.

Task 4.4 Maintenance and Capital Improvement Plan (CIP)

Consultant will undertake the following as part of Task 4.4:

Consultant will identify and prioritize annual asphalt concrete preventative maintenance and rehabilitation treatments for the inspected streets according to a critical-point management approach. The critical-point approach incorporates pavements from all parts of the deterioration curve, not just the best nor just the worst. Consultant will work with City staff to develop decision matrices and breakpoints and to develop treatments and costs for maintenance and rehabilitation projects.

Consultant will help City staff determine the best maintenance that will maintain the City's overall PCI at a level set by the City. The analysis will demonstrate what the City can expect in terms of overall pavement condition for each street system based on current and proposed future funding levels. Consultant will recommend the order in which neighborhood street repairs should be tackled and will assist the City in addressing any potential budgetary shortfalls, as required.

Task 4.5 PMS Report

Consultant will undertake the following as Task 4.5:

Consultant will prepare one copy of the PMS report in an indexed binder for the City's review. After the review, Consultant will prepare an updated final report containing all relevant information in a PDF format on a computer disk. Both the print and the electronic report will contain the following information:

- Executive summary
- Budget needs scenarios
- Network replacement costs
- Proposed future budget levels
- Budget scenarios including
 - a scenario to maintain roadways at the existing PCI;
 - a scenario to increase the current PCI by 5 points; and
 - a scenario to show the potential PCI for roadways over five to ten years using current funding levels or a specified time range determined by the City
- A section description report for all street segments, sorted by Neighborhood
- Street sections selected for recommended treatments during the specified years with estimated costs
- Maps, exhibits, GIS Shapefile, and Spreadsheet Export

As an option, Consultant can provide a presentation for the City Council that summarizes the report and provides guidance on pavement principles and practices

Task 4.6 Quality Management

Consultant will provide the following quality assurances in Task 4.6 as part of the overall scope of work:

Consultant's Quality Control Plan will compare the latest PCI's of newly rated street segments to prior PCI's from the last PMS update. Consultant engineer or senior engineering technician will identify and review, in the field, Street segments with PCI's that have increased in PCI, without any maintenance and rehabilitation, and street segments with PCI's that have dropped more than 3 PCI points per year, since their last rating. Consultant will review a minimum of 10% of the segments as part of the QC review.

Consultant's PMS quality control plan will encompass several internal checks and balances to ensure data complies with ASTM standards and is both accurate and repeatable. Consultant's QA/QC procedures for PMS work include these elements:

Trained and certified staff:

Consultant's field technicians will have undergone strict performance testing that includes protocols, equipment calibration and knowledge of pavement distresses. Consultant's data technicians will have been trained in data entry and verification procedures, field paperwork preparation, map marking and other duties related to accurate, comprehensive PMS reports. Consultant's inspectors will have been certified by the Metropolitan Transportation Commission (MTC).

Equipment verification:

Prior to beginning any pavement assessment, Consultant will inspect, verify and, if necessary, calibrate its measuring equipment, including vehicle-mounted devices that measure the length of each street segment and hand-held wheels that measure the width.

Data checks:

Consultant will perform a series of data checks in the field after collecting and processing the data according to strict procedures. The Consultant PMS project manager will review the data for accuracy and completeness before a Consultant PMS data technician compiles the final database according to the agency's locations and mapping system. Consultant PMS project manager will work with the data technician to recheck segment lengths and look for any missing segments or data elements. This will include a verification of the Functional Classification of each segment to ensure that it complies with Caltrans Specifications. Consultant's data technician will review the entire database for formatting, missing information and errors.

Control, verification and random site testing:

Consultant's Project Manager will review a minimum of 10% of the road segments previously rated according to MTC procedures to verify the accuracy of data. Consultant will compare these reference values to the initial PCI generated by StreetSaver® software. If there are discrepancies, Consultant will rerate the road. Once this QA/QC is finished, Consultant will update the database with any variations to what the field crew found.

EXHIBIT B RATES AND COSTS

The following estimated fees, hourly rates and project by task cost breakdowns will not exceed the total Agreement value of \$353,275, unless mutually agreed upon by both Parties, in writing, in the form of an Amendment to the Agreement, subject to the approval of the Oxnard City Council. Method of payment. Payment by the City for the services will be made only after the services have been performed and an invoice is submitted. The invoice should specifically describe the services performed, the name(s) of the personnel performing such services, hours provided for the service at the hourly rate quoted in this proposal. The appropriate City representative must approve the invoice. The City will make payment on a monthly basis, thirty (30) days after receipt of the invoice.

Pavement Management System Updates (Annual Cost Summary)

- 2019 annual update - yearly streets and evaluation of Area C (Task 1): \$88,315
- 2020 annual update - yearly streets, Area A and evaluation of parking lots (Task 2): \$96,760
- 2021 annual update - yearly streets and evaluation of Area B (Task 3): \$79,885
- 2022 annual update - yearly streets and evaluation of Area C (Task 4): \$88,315

2019 Fee Breakdown by Task

Task 1.1 – Preliminary Investigations			
Position	Units	Unit Rate	Total
Principal Engineer	11	\$245	\$2,695
Project Manager	10	\$145	\$1,450
Task 1.1 Fee			\$4,145
Task 1.2 – Pavement Inspection			
Position	Units	Unit Rate	Total
Project Manager	10	\$145	\$1,450
PMS Data Technician	34	\$95	\$3,230
PMS Inspection Team	205	\$190	\$38,950
Per Diem	23	\$250	\$5,750
Task 1.2 Fee			\$49,380
Task 1.3 – PMS Update and Quality Management			
Position	Units	Unit Rate	Total
Principal Engineer	4	\$245	\$980
Project Manager	16	\$145	\$2,320
PMS Quality Control	55	\$145	\$7,975
PMS Data Technician	46	\$95	\$4,370
PMS Clerical	8	\$75	\$600
Task 1.3 Fee			\$16,245
Task 1.4 – Maintenance and Capital Improvement Plan (CIP)			
Position	Units	Unit Rate	Total
Principal Engineer	5	\$245	\$1,225
Project Manager	17	\$145	\$2,465
PMS Data Technician	46	\$95	\$4,370
PMS Clerical	8	\$75	\$600
Task 1.4 Fee			\$8,660
Task 1.5 – PMS Report			
Position	Units	Unit Rate	Total
Principal Engineer	10	\$245	\$2,450
Project Manager	17	\$145	\$2,465
PMS Data Technician	46	\$95	\$4,370
PMS Clerical	8	\$75	\$600
Task 1.5 Fee			\$9,885
Task 1 Estimated Fees			\$88,315

Task 2.1 – Preliminary Investigations			
Position	Units	Unit Rate	Total
Principal Engineer	11	\$245	\$2,695
Project Manager	12	\$145	\$1,740
Task 2.1 Fee			\$4,435
Task 2.2 – Pavement Inspection			
Position	Units	Unit Rate	Total
Project Manager	12	\$145	\$1,740
PMS Data Technician	38	\$95	\$3,610
PMS Inspection Team	223	\$190	\$42,370
Per Diem	24	\$250	\$6,000
Task 2.2 Fee			\$53,720
Task 2.3 – PMS Update and Quality Management			
Position	Units	Unit Rate	Total
Principal Engineer	4	\$245	\$980
Project Manager	18	\$145	\$2,610
PMS Quality Control	60	\$145	\$8,700
PMS Data Technician	53	\$95	\$5,035
PMS Clerical	9	\$75	\$675
Task 2.3 Fee			\$18,000
Task 2.4 – Maintenance and Capital Improvement Plan (CIP)			
Position	Units	Unit Rate	Total
Principal Engineer	5	\$245	\$1,225
Project Manager	19	\$145	\$2,755
PMS Data Technician	53	\$95	\$5,035
PMS Clerical	9	\$75	\$675
Task 2.4 Fee			\$9,690
Task 2.5 – PMS Report			
Principal Engineer	10	\$245	\$2,450
Project Manager	19	\$145	\$2,755
PMS Data Technician	53	\$95	\$5,035
PMS Clerical	9	\$75	\$675
Task 2.5 Fee			\$10,915
Task 2 Estimated Fees			\$96,760

Task 3.1 – Preliminary Investigations			
Position	Units	Unit Rate	Total
Principal Engineer		\$245	\$2,450
Project Manager		\$145	\$1,305
Task 3.1 Fee			\$3,755
Task 3.2 – Pavement Inspection			
Position	Units	Unit Rate	Total
Project Manager		\$145	\$1,305
PMS Data Technician		\$95	\$2,945
PMS Inspection Team		\$190	\$34,960
Per Diem		\$250	\$5,250
Task 3.2 Fee			\$44,460
Task 3.3 – PMS Update and Quality Management			
Position	Units	Unit Rate	Total
Principal Engineer		\$245	\$735
Project Manager		\$145	\$2,175
PMS Quality Control		\$145	\$7,105
PMS Data Technician		\$95	\$4,085
PMS Clerical		\$75	\$525
Task 3.3 Fee			\$14,625
Task 3.4 – Maintenance and Capital Improvement Plan (CIP)			
Position	Units	Unit Rate	Total
Principal Engineer		\$245	\$980
Project Manager		\$145	\$2,320
PMS Data Technician		\$95	\$4,085
PMS Clerical		\$75	\$525
			\$7,910
Task 3.5 – PMS Report			
Principal Engineer		\$245	\$2,205
Project Manager		\$145	\$2,320
PMS Data Technician		\$95	\$4,085
PMS Clerical		\$75	\$525
Task 3.4 Fee			\$9,135
Task 3 Estimated Fees			\$79,885

Task 4.1 – Preliminary Investigations			
Position	Units	Unit Rate	Total
Principal Engineer		\$245	\$2,695
Project Manager		\$145	\$1,450
Task 4.1 Fee			\$4,145
Task 4.2 – Pavement Inspection			
Position	Units	Unit Rate	Total
Project Manager		\$145	\$1,450
PMS Data Technician		\$95	\$3,230
PMS Inspection Team		\$190	\$38,950
Per Diem		\$250	\$5,750
Task 4.2 Fee			\$49,380
Task 4.3 – PMS Update and Quality Management			
Position	Units	Unit Rate	Total
Principal Engineer		\$245	\$980
Project Manager		\$145	\$2,320
PMS Quality Control		\$145	\$7,975
PMS Data Technician		\$95	\$4,370
PMS Clerical		\$75	\$600
Task 4.3 Fee			\$16,245
Task 4.4 – Maintenance and Capital Improvement Plan (CIP)			
Position	Units	Unit Rate	Total
Principal Engineer		\$245	\$1,225
Project Manager		\$145	\$2,465
PMS Data Technician		\$95	\$4,370
PMS Clerical		\$75	\$600
Task 4.4 Fee			\$8,660
Task 4.5 – PMS Report			
Principal Engineer		\$245	\$2,450
Project Manager		\$145	\$2,465
PMS Data Technician		\$95	\$4,370
PMS Clerical		\$75	\$600
Task 4.5 Fee			\$9,885
Task 4 Estimated Fees			\$88,315

EXHIBIT C
INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

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

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

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

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

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

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

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

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE				ISSUE DATE (MM/DD/YY)	
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
CODE SUB-CODE		COMPANIES AFFORDING INSURANCE COVERAGE			
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE COMPANY LETTER B			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
GO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS					
CERTIFICATE HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE _____		

INS-A.doc

Rev. 12/19



REQUEST FOR PROPOSAL
PUBLIC WORKS DEPARTMENT

Pavement Management System Update

Pavement Engineering Inc.

August 28, 2019



Pavement Engineering Inc.

You can ride on our reputation



August 28, 2019

MP19-410

Ms. Patricia Garcia, Buyer
City of Oxnard
300 West Third Street
Oxnard, CA 93030

Subject: City of Oxnard – Proposal for Pavement Management System Update

Dear Patricia,

Pavement Engineering Inc. (PEI) appreciates the opportunity to respond to the City of Oxnard's RFP to provide services for the Pavement Management System Update. Based on our many years of work with public agencies throughout California, we are confident we can assist the City in successfully updating the City's pavement management system. We understand these pavement engineering services include but are not limited to evaluating the condition of City streets and alleys, updating PMS StreetSaver software and GIS system products, evaluating street maintenance and repair techniques, and developing a street maintenance capital improvement plan.

We are once again looking forward to updating the City's Pavement Management System (PMS) and have prepared and enclosed a response to the City's RFP. We have performed these services for many cities and counties throughout California, including Oxnard, and are well-prepared to perform this service again using the City's StreetSaver® program. Because of our past work for the City, I believe PEI has unique insight into the condition of the City's streets, which is an asset when it comes to PMS services. We can do this work efficiently and economically. We understand the period of performance anticipated for this solicitation shall be for four years, with each year renewable in one year increments.

We value our relationship with the City of Oxnard and our commitment to the City is to always deliver the highest quality of work on time, on budget and with honesty and unparalleled professionalism. As our slogan says, "You can ride on our reputation." Joe Seely will be the main contact person for all related correspondence between PEI and the City.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Joe Ririe', with a large, stylized initial 'J' and 'R'.

Joseph L. Ririe, P.E.
President & Senior Principal Engineer
Phone: 805.781.2265
JoeR@pavementengineering.com
Corporate Office
3485 Sacramento Drive, Suite A
San Luis Obispo, CA 93401

A handwritten signature in blue ink, appearing to read 'Joe Seely', with a large, stylized initial 'J' and 'S'.

Joseph M. Seely
Project Manager
Phone: 805.441.4843
JoeS@pavementengineering.com
26007 Huntington Lane, Unit 5
Santa Clarita, CA 91355

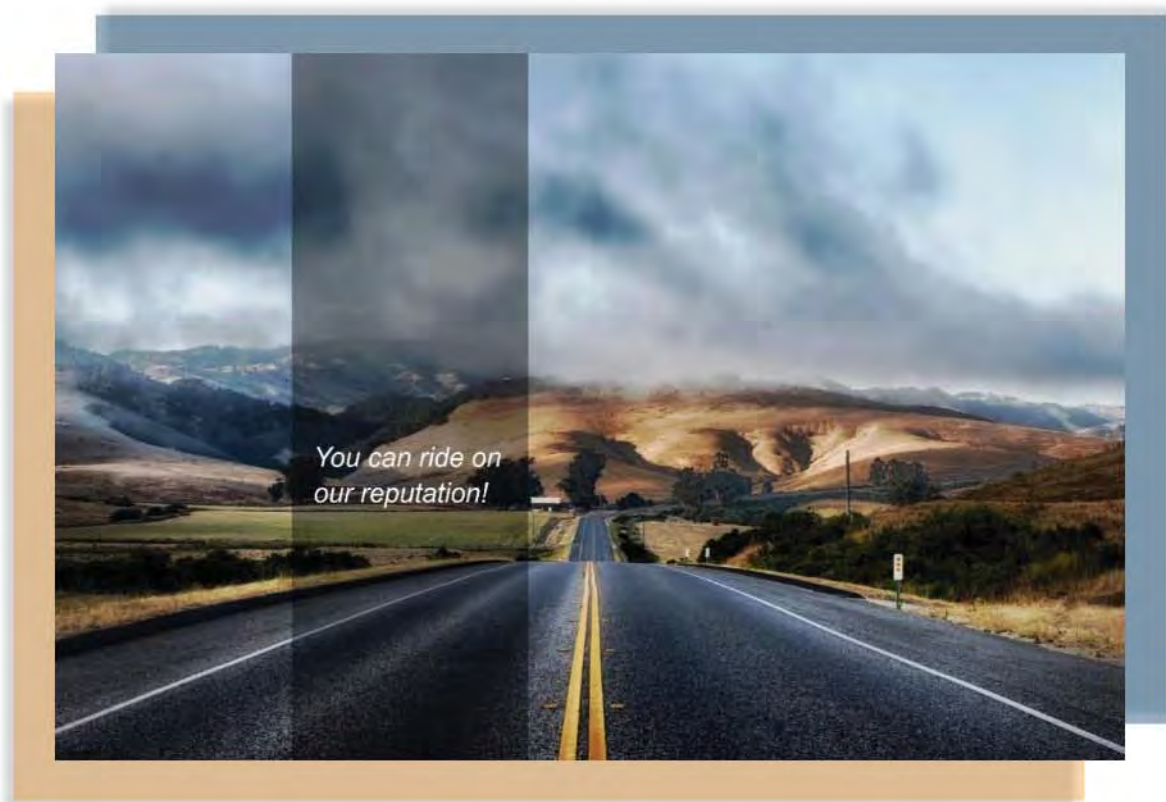


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Tab A: Proposal Checklist



Tab A – Proposal Checklist

Instructions:

- a) This section must be filled in and each item checked off to ensure all items requested by the City in this solicitation have been submitted.
- b) Follow the instructions in each section of this solicitation.
- c) Present all requested items in the index tabs ordered A through G as shown.
- d) Label each item presented and include additional items on your Table of Contents.
- e) All proposals must include a detailed description of each proposed service to be provided.
- f) Bidders that do not follow the bid instructions found in the separate document titled “**Terms and Conditions**”, may be found to be “non-responsive” and disqualified from the bid process.

Name of Company: Pavement Engineering Inc.

Service to provide: Pavement Management System Update

Main Point of Contact: Joe Seely

E-mail: JoeS@pavementengineering.com **Phone:** 805-781-2265

Tab A Proposal Submission Checklist

General Bidder Information

Please provide one copy of the following items in your proposal. Indicate the page number where the item is located.

	Page Number
☒ Tab A: Proposal Checklist (<i>this page</i>)	<u>6</u>
☒ Tab B: Company Profile/ Experience	<u>9</u>
☒ Tab C: Acknowledgements	<u>12</u>
☒ Tab D: Scope of Services	<u>38</u>
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☒ Tab F: Cost/Budget Narrative	<u>43</u>
☒ Tab G: Bidder Attachment	<u>50</u>

CERTIFICATION

I, the undersigned, certify and declare I have read and know the contents of the proposal the proposer listed below is submitting to the City of Oxnard ("City"). I certify under penalty of perjury that the preparer(s) of this proposal has/have provided only complete and truthful information to the City in this proposal. I understand that any misrepresentations or material omissions within this proposal will be grounds for potentially disqualifying the proposer or not awarding the contract to the proposer. Additionally, any misrepresentations or material omissions within this proposal are considered breaches of the contract (should the proposer 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 and its employees and agents to contact references—including those references' officials, employees, and agents (collectively, "References")—of the proposer and its officers, managers, members, general partners, limited partners, or other owners of at least ten percent (10%) of the business, or if the business is a corporation or s-corporation, of its stock (collectively, "Owners"), and request information from other clients—including those clients' officials, employees and agents (collectively, "Other Clients"). I further give permission for the City to review any criminal records of the Owners and obtain 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 by the proposer, the Owners, and all of their heirs and assigns against the City and its officials, employees and agents, the References, and the Other Clients regarding any actions taken pursuant to, related to or incidental to, the authorization given in this paragraph. Furthermore, I agree that the City and its officers, employees and agents may but have no obligation to share any such information.

I am executing this proposal on behalf of the proposer. I warrant and represent under penalty of perjury that I have the authority to execute this proposal on behalf of the proposer and I have the authority to bind the proposer to the answers provided in this proposal. If any information provided herein becomes inaccurate, I will immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

CERTIFICATIONS

I, **Joseph L. Ririe**, a duly authorized agent of **Pavement Engineering Inc.**

Printed Name of Agent/Officer

Name of Organization

hereby certify that **Pavement Engineering Inc** by submission of this proposal in response to the
Name of Organization

solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature:



Date: **8/28/2019**

Title of Agent/Officer: **President/ Senior Principal Engineer**

"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."



Tab B: Company Profile / Experience



Tab B - Company Profile/Experience

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the solicitation. The Company Profile should be concise and clear, including descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.).

<i>BIDDER'S RESPONSE:</i> Pavement Engineering nc C Corporation CA

2. Company overview and disclosure of services or activities performed, including:

- a. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of \$250 or more in the previous 12 months. To assist them in their decision making process, please indicate the owners of the company and if any contributions were made to the Elected Officials.
- b. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.
- c. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.
- d. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

a. <i>BIDDER'S RESPONSE:</i> No Contributions were made to any Elected Officials
--

b. <i>BIDDER'S RESPONSE:</i> See Attachment 2

c. <i>BIDDER'S RESPONSE:</i> 31 Years in Business 22 Years of PMS Services

d. <i>BIDDER'S RESPONSE:</i> See Attachment 4
--

3. Provide any financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement. If exempt, please indicate with an "N/A" in the box below.

<i>BIDDER'S RESPONSE:</i> None
--

4. An explanation of any litigation involving the Bidder or any principal officers thereof in connection with any contract. Is your firm, or the principals associated with your firm, under investigation, being sued, suing, or affiliated in any lawsuit or alternative dispute resolution with any governmental agency? If so, please provide details.

<i>BIDDER'S RESPONSE:</i> None
--

5. List the members of your organization who are authorized to negotiate the Agreement. Please provide an email address.

BIDDER'S RESPONSE: Joseph L. Ririe, PE JoeR@pavementengineering.com
--

6. **Credentials/Resumes/Certifications/Licenses:**

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

Bidder shall specifically provide the following information on all employees to be providing services related to this solicitation:

- a. Position Title
- b. Current Responsibilities
- c. Qualifications/Experiences
- d. Education
- e. Certifications/licenses, if applicable
- f. List other pertinent information that will assist in evaluating Bidder's qualifications.

a. BIDDER'S RESPONSE: See Attachment 4

b. BIDDER'S RESPONSE: See Attachment 4

c. BIDDER'S RESPONSE: See Attachment 4

d. BIDDER'S RESPONSE: See Attachment 4

e. BIDDER'S RESPONSE: See Attachment 4

f. BIDDER'S RESPONSE: See Attachment 4

Bidder can add as many sections to this bid response box as they need to state all employees providing services.



Tab C: Acknowledgement



Tab C - Acknowledgement

1. Clarifications, Exceptions, or Deviations

All Bidder(s) shall describe any exception or deviation from the requirements of the solicitation. Each clarification, exception, or deviation must be clearly identified. If your company/firm/sole proprietorship have no clarifications, exceptions, or deviations, a statement to that effect shall be included in this section. The sample service agreement is a separate attachment discussed in the solicitation labeled "Sample Agreement" and "Bidder Terms and Conditions" document located on the Public Purchase website and incorporated herein by this reference.

The following contractual terms are **non-negotiable**:

- a. Termination
- b. Indemnification
- c. Limitation of Liability
- d. Insurance
- e. Conflict of Interest
- f. Governing Law
- g. Assignability of Agreement

Do you have any other exceptions/deviations? If so, please identify the exception and provide an explanation:

BIDDER'S RESPONSE: No Exceptions Taken

2. Evidence of Insurability/Business Licenses

All Bidder(s) shall submit evidence of all required insurance. If awarded the contract the Bidder has ten (10) calendar days to produce the required insurances, including a certified endorsement naming the City as additionally insured. The Bidder shall certify to the possession of any and all current required licenses or certifications. Bidder must provide a copy of current business license or other applicable licenses.



CERTIFICATE OF LIABILITY INSURANCE

ITEM #K-7

8/27/2019

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

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

PRODUCER
Andreini & Company-San Mateo
220 West 20th Ave
San Mateo CA 94403

CONTACT
NAME: Lisa Salciccia
PHONE (A/C, No, Ext): 650-378-4238 FAX (A/C, No): 650-378-4361
E-MAIL ADDRESS: lsalciccia@andreini.com

INSURED
Pavement Engineering, Inc.
3485 Sacramento Drive Suite A
San Luis Obispo CA 93401

PAVEM-2

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Prop Cas Co of Amer	25674
INSURER B : Peleus Insurance Company	34118
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1242604052

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y		6802J6624171947	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y		BA8E10451619	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			CUP8E1060241947	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	Y	UB3H526004	7/1/2019	7/1/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liab.			121AE000442400	7/1/2019	7/1/2020	Limit 2,000,000 Aggregate 2,000,000

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

Re: Project #: MP19-410

The City of Oxnard, its City Council, officers, employees, agents and volunteers are named Additional Insured as respects liability arising out of activities performed by or on behalf of Consultant with regard to General and Auto Liability and Waivers of Subrogation, if required by written contract, per attached endorsements. General Aggregate limit is on a per project basis.

The coverages provided to the City are primary and not contributing to or in excess of any existing City insurance or self insurance coverages per attached See Attached...

CERTIFICATE HOLDER

City of Oxnard
Insurance Compliance
Reference No. PW20-04
P.O. Box 100085 - OX
Duluth GA 30096

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

AGENCY Andreini & Company-San Mateo		NAMED INSURED Pavement Engineering, Inc. 3485 Sacramento Drive Suite A San Luis Obispo CA 93401
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

endorsements. Insurance applies separately to each insured per attached endorsement.

Workers' Compensation Waiver of Subrogation applies per attached endorsement.

Notice of Cancellation will be delivered in accordance with the attached policy provisions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BLANKET ADDITIONAL INSURED | H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT |
| B. EMPLOYEE HIRED AUTO | I. WAIVER OF DEDUCTIBLE – GLASS |
| C. EMPLOYEES AS INSURED | J. PERSONAL PROPERTY |
| D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | K. AIRBAGS |
| E. TRAILERS – INCREASED LOAD CAPACITY | L. AUTO LOAN LEASE GAP |
| F. HIRED AUTO PHYSICAL DAMAGE | M. BLANKET WAIVER OF SUBROGATION |
| G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | |

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

- The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while

performing duties related to the conduct of your business.

- The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of SECTION I – COVERED AUTOS:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

(a) \$50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph C.1.b. of SECTION III – PHYSICAL DAMAGE COVERAGE is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Property Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

4. Loss Payment – Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any per-

son or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

(1) Excess while it is connected to a motor vehicle you do not own; or

(2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions:

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy or any Coverage Part by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. If the policy is cancelled, that date will become the end of the policy period. If a Coverage Part is cancelled, that date will become the end of the policy period as respects that Coverage Part only.
5. If this policy or any Coverage Part is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us as part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time

during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

1. The first Named Insured shown in the Declarations:
 - a. Is responsible for the payment of all premiums; and
 - b. Will be the payee for any return premiums we pay.
2. We compute all premiums for this policy in accordance with our rules, rates, rating plans, premiums and minimum premiums. The premium shown in the Declarations was computed based on rates and rules in effect at

the time the policy was issued. On each renewal continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while

acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

G. Equipment Breakdown Equivalent to Boiler and Machinery

On the Common Policy Declarations, the term Equipment Breakdown is understood to mean and include Boiler and Machinery and the term Boiler and Machinery is understood to mean and include Equipment Breakdown.

This policy consists of the Common Policy Declarations and the Coverage Parts and endorsements listed in that declarations form.

In return for payment of the premium, we agree with the Named Insured to provide the insurance afforded by a Coverage Part forming part of this policy. That insurance will be provided by the company indicated as insuring company in the Common Policy Declarations by the abbreviation of its name opposite that Coverage Part.

One of the companies listed below (each a stock company) has executed this policy, and this policy is countersigned by the officers listed below:

The Travelers Indemnity Company (IND)

The Phoenix Insurance Company (PHX)

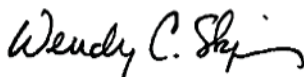
The Charter Oak Fire Insurance Company (COF)

Travelers Property Casualty Company of America (TIL)

The Travelers Indemnity Company of Connecticut (TCT)

The Travelers Indemnity Company of America (TIA)

Travelers Casualty Insurance Company of America (ACJ)



Secretary



President

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. Paragraphs 2. and 3. of the **Cancellation** Common Policy Condition are replaced by the following:

2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

- a. 10 days before the effective date of cancellation if we cancel for:

- (1) Nonpayment of premium; or
- (2) Discovery of fraud by:
 - (a) Any insured or his or her representative in obtaining this insurance; or
 - (b) You or your representative in pursuing a claim under this policy.

- b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. All Policies In Effect For More Than 60 Days

- a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the oc-

currence, after the effective date of the policy, of one or more of the following:

- (1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
- (2) Discovery of fraud or material misrepresentation by:
 - (a) Any insured or his or her representative in obtaining this insurance; or
 - (b) You or your representative in pursuing a claim under this policy.
- (3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.
- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
- (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure

materially increases any of the risks insured against.

(6) A determination by the Commissioner of Insurance that the:

(a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or

(b) Continuation of the policy coverage would:

(i) Place us in violation of California law or the laws of the state where we are domiciled; or

(ii) Threaten our solvency.

(7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.

b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3.a.

B. The following provision is added to the **Cancellation** Common Policy Condition:

7. Residential Property

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in b. and c. below.

b. We may not cancel this policy solely because the first Named Insured has:

(1) Accepted an offer of earthquake coverage; or

(2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction (c.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

(1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or

(2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph D. Covered Causes Of Loss – Special.

C. The following is added and supersedes any provisions to the contrary:

Nonrenewal

1. Subject to the provisions of Paragraphs C.2. and C.3. below, if we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

- a. We may elect not to renew such coverage for any reason, except as provided in b., c. and d. below.
- b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

- (1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;
- (2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or
- (3) We have:
 - (a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or
 - (b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive

to the changes in our reinsurance position.

- c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority, that included an earthquake policy premium surcharge.
- d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction (d.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
 - (1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or
 - (2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph D. Covered Causes Of Loss – Special.
- 3. We are not required to send notice of nonrenewal in the following situations:
 - a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.
 - b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph C.1.
 - c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
 - d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
 - e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
 - f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph C.1., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL AGGREGATE LIMIT OTHER THAN PROJECTS AND DESIGNATED PROJECT AND LOCATION AGGREGATE LIMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE – LIMITS OF INSURANCE AND DESIGNATED PROJECTS AND LOCATIONS

LIMITS OF INSURANCE

Total Aggregate Limit (Other Than Projects and Products-Completed Operations)	\$ 14,000,000
Designated Location Aggregate Limit (Other Than Products-Completed Operations)	\$ 2,000,000
Designated Project Aggregate Limit (Other Than Products-Completed Operations)	\$ 2,000,000
General Aggregate Limit (Other Than Products-Completed Operations)	\$ 2,000,000

Designated Projects:

Each "project" for which you have agreed, in a written contract which is in effect during this policy period, to provide a separate General Aggregate Limit, provided that the contract is signed and executed by you before the "bodily injury" or "property damage" occurs.

Designated Locations:

All locations listed in Item 3. of the Common Policy Declarations or in any Master Pac Account Exposure Endorsement included in this policy.

PROVISIONS

1. The General Aggregate Limit (Other Than Products-Completed Operations) shown in the Declarations is replaced by the Limits of Insurance shown in the Schedule – Limits Of Insurance And Designated Projects And Locations.
2. The following replaces Paragraph 1. of **SECTION III – LIMITS OF INSURANCE:**
 1. The Limits of Insurance shown in the Declarations or the Schedule – Limits Of Insurance And Designated Projects And Locations, whichever apply, and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought;

COMMERCIAL GENERAL LIABILITY

- c. Persons or organizations making claims or bringing "suits"; or
- d. "Projects" or "locations".

3. The following replaces Paragraph 2. of **SECTION III – LIMITS OF INSURANCE:**

2. a. The Total Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations is the most we will pay for the sum of all amounts under the Designated Location Aggregate Limit and all amounts under the General Aggregate Limit. This includes:

(1) Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";

(2) Damages under Coverage B; and

(3) Medical expenses under Coverage C.

b. The Designated Project Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

(1) The Designated Project Aggregate Limit is the most we will pay for the sum of:

(a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and

(b) Medical expenses under Coverage C for "bodily injury" caused by accidents;

that can be attributed only to operations at a single "project".

(2) The Designated Project Aggregate Limit applies separately to each "project".

(3) The Designated Project Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.

(4) The Designated Project Aggregate Limit does not apply to damages

under Coverage B. Instead, the General Aggregate Limit described in Paragraph 2.d. below applies to such damages.

(5) Any payments made for damages or medical expenses to which the Designated Project Aggregate Limit applies will reduce the Designated Project Aggregate Limit for the applicable "project". Such payments will not reduce the Total Aggregate Limit, the General Aggregate Limit described in Paragraph 2.d. below, the Designated Project Aggregate Limit for any other "project" or the Designated Location Aggregate Limit.

c. Subject to the Total Aggregate Limit described in Paragraph 2.a. above, the Designated Location Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

(1) The Designated Location Aggregate Limit is the most we will pay for the sum of:

(a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and

(b) Medical expenses under Coverage C for "bodily injury" caused by accidents;

that can be attributed only to operations at a single "location".

(2) The Designated Location Aggregate Limit applies separately to each "location".

(3) The Designated Location Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.

(4) The Designated Location Aggregate Limit does not apply to damages ssunder Coverage B. Instead, the General Aggregate Limit described in

Paragraph **2.d.** below applies to such damages.

- (5) Any payments made for damages or medical expenses to which the Designated Location Aggregate Limit applies will reduce:

- (a) The Total Aggregate Limit; and
- (b) The Designated Location Aggregate Limit for the applicable "location".

Such payments will not reduce the General Aggregate Limit described in Paragraph **2.d.** below, the Designated Project Aggregate Limit or the Designated Location Aggregate Limit for any other "location".

- d. Subject to the Total Aggregate Limit described in Paragraph **2.a.** above, the General Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

- (1) The General Aggregate Limit is the most we will pay for the sum of:

- (a) Damages under Coverage **A** because of "bodily injury" and "property damage" caused by "occurrences", and medical expenses under Coverage **C** for "bodily injury" caused by accidents, that cannot be attributed only to operations at a single "project" or a single "location"; and
- (b) Damages under Coverage **B**.

- (2) The General Aggregate Limit does not apply to damages for "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph **3.** below applies to such damages.

- (3) Any payments made for damages or medical expenses to which the

General Aggregate Limit applies will reduce:

- (a) The Total Aggregate Limit; and
- (b) The General Aggregate Limit.

Such payments will not reduce the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

4. The following replaces Paragraph **3.** of **SECTION III – LIMITS OF INSURANCE:**

3. The Products-Completed Operations Aggregate Limit shown in the Declarations is the most we will pay under Coverage **A** for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Any payments made for such damages will not reduce the Total Aggregate Limit, the General Aggregate Limit, the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

5. The following is added to the **DEFINITIONS** Section:

"Location" means any designated location shown in the Schedule – Limits Of Insurance And Designated Projects And Locations that is owned by or rented to you. For the purposes of determining the applicable aggregate limit of insurance, each "location" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "location".

"Project" means any designated project shown in the Schedule – Limits Of Insurance And Designated Projects And Locations that is away from premises owned by or rented to you and at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "project".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| A. Non-Owned Watercraft – 75 Feet Long Or Less | H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises |
| B. Who Is An Insured – Unnamed Subsidiaries | |
| C. Who Is An Insured – Retired Partners, Members, Directors And Employees | I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations |
| D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees | J. Incidental Medical Malpractice |
| E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies | K. Medical Payments – Increased Limit |
| F. Blanket Additional Insured – Controlling Interest | L. Amendment Of Excess Insurance Condition – Professional Liability |
| G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers | M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement |
| | N. Contractual Liability – Railroads |

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

- (a) 75 feet long or less; and
- (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

COMMERCIAL GENERAL LIABILITY

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or

- c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

- (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
- (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

- (a) Owned, occupied or used by; or
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
- you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;
- as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

COMMERCIAL GENERAL LIABILITY

subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

- 1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

- 2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
- 3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:
For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
- 4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
Sale Of Pharmaceuticals
"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.
- 5. The following is added to the **DEFINITIONS** Section:
"Incidental medical services" means:
 - a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
 - b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
- 6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:
This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
 - a. \$10,000; or
 - b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;
subsequent to the signing of that contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c.** Any easement or license agreement;
2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

TRAVELERS 
 ONE TOWER SQUARE
 HARTFORD CT 06183

**WORKERS COMPENSATION
 AND
 EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB-3H526004-19-47-G

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
 ENDORSEMENT – CALIFORNIA
 (BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR
 WHICH THE INSURED HAS AGREED
 BY WRITTEN CONTRACT EXECUTED
 PRIOR TO LOSS TO FURNISH THIS
 WAIVER.

ENGINEERS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
 Insured

Policy No.

Endorsement No.
 Premium

Insurance Company

Countersigned by _____

COMMERCIAL GENERAL LIABILITY

ute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web-sites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication



Section D: Scope of Services



3. Transition (If applicable)

Upon expiration or termination of this Agreement for any reason, during the transition close-out period the Contractor agrees to:

- a. Continue delivering services until notified otherwise; and
- b. Assist the City in the orderly transition and transfer of all collaborations and committees to the City and the subsequent Contractor(s); and
- c. Provide, in a timely manner, all file and information deemed necessary by the City for use in subsequent contracting activities without additional cost to the City or the new Contractor(s), upon termination or expiration of this Agreement for any reason; and
- d. Cooperate with the City during a transition close-out period to ensure orderly and seamless delivery of services to the City.

Tab D - Scope of Services

This solicitation has a space provided under each question the City has of the Bidder. This solicitation is available for electronic download at www.publicpurchase.com.

Bidders must address all points in this section. All responses are in italicized font in the box.

Summary of Services

1. Provide a summary of the work plan and/or methodology and physical resources (staff and equipment) your company will commit to ensure successful project completion.

BIDDER'S RESPONSE:

Located in Attachment 3: Attachment D: Scope of Services



Section E: References



Tab E - References

All Bidder(s) must include present and past performance information with a minimum of three (3) references of recent similar projects. References cannot include City staff as a reference. However, references can include other governmental agencies. Please verify that all reference information is correct.

Reference 1	
Company name:	City of Santa Maria
Address:	110 S Pine St Suite 101 Santa Maria CA 93458
Contact person:	Eric Riddiough PE
Email address:	eriddiough@cityofsantamaria.org
Telephone address:	805.925. 0951 ext 2476
Project name:	2018 City Wide Pavement Management System Update
Dates worked performed:	April 2018 - April 2019
Summary of scope of services:	Pavement Management System Update
Project cost:	\$94,935.00

Reference 2	
Company name:	County of Santa Barbara
Address:	912 West Foster Road Santa Maria CA 93455
Contact person:	Kurt Klucker
Email address:	Kklucke@cosbpw.net
Telephone address:	805 934 6100
Project name:	2018 Annual Pavement Management Update
Dates worked performed:	August 2018 - December 2018
Summary of scope of services:	Pavement Management System Update
Project cost:	\$65,670.00

Reference 3	
Company name:	City of Santa Clarita
Address:	23920 Valencia Blvd Ste 300 Santa Clarita CA 91355
Contact person:	Ramiro Fuentes
Email address:	rfuentes@santa-clarita.com

Telephone address:	661 286 4138
Project name:	2018 Annual Pavement Management System Update
Dates worked performed:	October 2018 - Present
Summary of scope of services:	Pavement Management System Update
Project cost:	\$89,860.00

1. Provide a list of contracts that your company has been awarded during the last three (3) years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

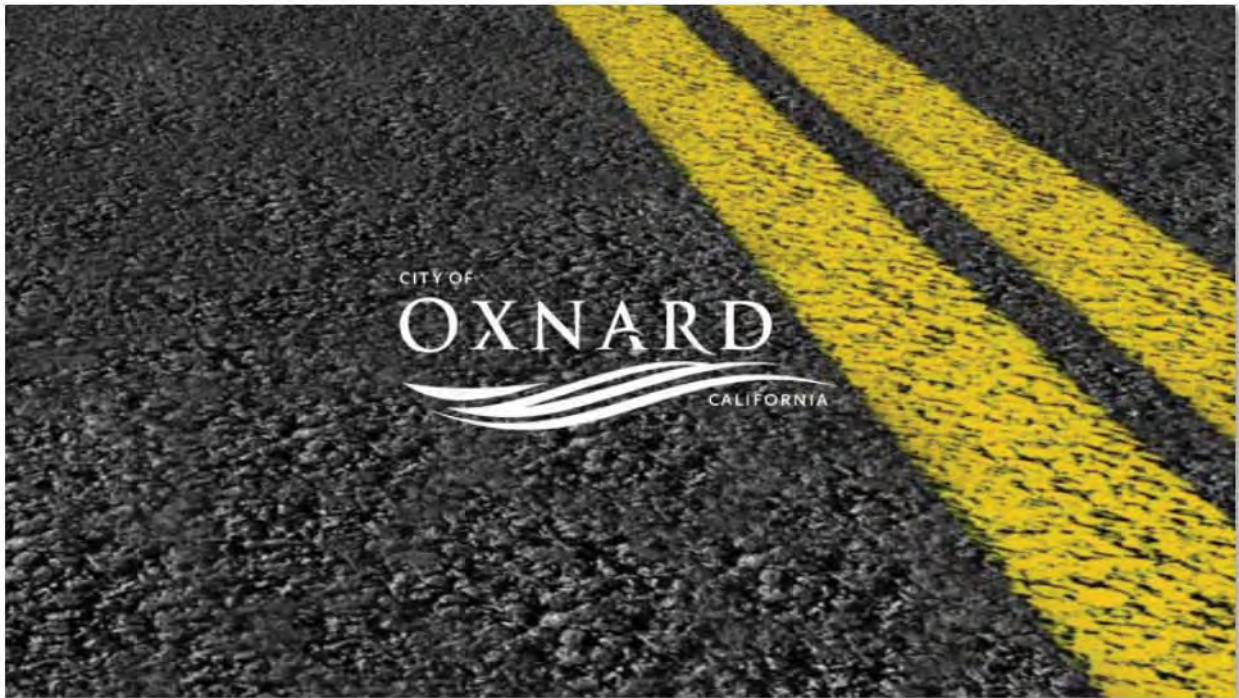
BIDDER'S RESPONSE: See Attachment 3

2. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

BIDDER'S RESPONSE: None



Section F: Cost / Budget Narrative



Tab F - Cost Proposal/Budget Narrative

In this section, please include a Cost Proposal. Cost Proposals will be disclosed to the evaluators after the evaluation of the technical proposals has been completed. The City reserves the right to negotiate final fees with the selected Contractor(s). Proposals must fully describe all costs of charges to the City as part of this service/project. As stated in the Cost Proposal, Bidders must provide fully inclusive blended rates, which are all-encompassing of the Bidder's project-related or supported expenses, including travel expenses. Bidders may also include any other documents as information to further explain the proposed costs.

Method of payment. Payment by the City for the services will be made only after the services have been performed and an invoice is submitted. The invoice should specifically describe the services performed, the name(s) of the personnel performing such services, hours provided for the service at the hourly rate quoted in this proposal. The appropriate City representative must approve the invoice. The City will make payment on a monthly basis, thirty (30) days after receipt of the invoice.

Cost proposal must be all-inclusive and include, but not be limited to, the following administration, travel, training and related costs.

- a) Provide total review hours detailed by partner, senior manager, manager, field supervisor and other staff.
- b) Hourly rate detailed by partner, senior manager, manager, field supervisor and other staff.
- c) The maximum annual cost for each of the four (4) years.



City of Oxnard Estimated Fees for 2019-2022 Pavement Management System Updates

The City of Oxnard maintains approximated 382 miles of streets, 70 miles of alleys, and 61 Parking Lots. Historically, street inspections have been performed on a three-year rotation with a third of residential and collector streets inspected each year and 100% of arterials receiving annual inspections. The City wants to continue that three-year rotation, starting with Rotation C, to update its Pavement Management System and its 30-year master plan.

The City asked Pavement Engineering Inc. to provide cost proposals for each project broken down by year, tasks, hours and estimated fees.

PEI's fees are summarized below and detailed in the enclosed fee schedules. The fees are based on our prior experience with the City, the knowledge of its streets and similar projects for public agencies throughout the State. All fees and costs quoted are subject to final negotiation with the City of Oxnard.

Pavement Management System Updates

- 2019 annual update - yearly streets and evaluation of Area C: \$88,315
 - 2020 annual update - yearly streets, Area A and evaluation of parking lots: \$96,760
 - 2021 annual update - yearly streets and evaluation of Area B: \$79,885
 - 2022 annual update - yearly streets and evaluation of Area C: \$88,315
-



City of Oxnard

2019 Pavement Management System Update Fees

The City of Oxnard maintains approximately 382 miles of streets and 70 miles of alleys. For 2019, the City wants inspections on the City's streets (Collectors and Residentials) and alleys in Area C, as well as 100% of the City's Arterials, approximately 218 Centerline Miles.

PEI's fee breakdown incorporates all the required work for 2019, which is based on our prior experience with the City, the knowledge of its streets and similar PMS projects performed for other public agencies. The estimated fee for the total 2019 project will be \$88,315. All fees and costs are subject to final negotiation with the City of Oxnard.

Task 1.1 – Preliminary Investigations			
Position	Units	Unit Rate	Total
Principal Engineer	11	\$245	\$2,695
Project Manager	10	\$145	\$1,450
Task 1.1 fee			\$4,145
Task 1.2 – Pavement Inspection			
Position	Units	Unit Rate	Total
Project Manager	10	\$145	\$1,450
PMS Data Technician	34	\$95	\$3,230
PMS Inspection Team	205	\$190	\$38,950
Per Diem	23	\$250	\$5,750
Task 1.2 fee			\$49,380
Task 1.3 – PMS Update and Quality Management			
Position	Units	Unit Rate	Total
Principal Engineer	4	\$245	\$980
Project Manager	16	\$145	\$2,320
PMS Quality Control	55	\$145	\$7,975
PMS Data Technician	46	\$95	\$4,370
PMS Clerical	8	\$75	\$600
Task 1.3 fee			\$16,245
Task 1.4 - Maintenance and Capital Improvement Plan (CIP)			
Position	Units	Unit Rate	Total
Principal Engineer	5	\$245	\$1,225
Project Manager	17	\$145	\$2,465
PMS Data Technician	46	\$95	\$4,370
PMS Clerical	8	\$75	\$600
Task 1.4 fee			\$8,660
Task 1.5 – PMS Report			
Position	Units	Unit Rate	Total
Principal Engineer	10	\$245	\$2,450
Project Manager	17	\$145	\$2,465
PMS Data Technician	46	\$95	\$4,370
PMS Clerical	8	\$75	\$600
Task 1.5 fee			\$9,885
Task 1 Estimated Fees			\$88,315



City of Oxnard

2020 Pavement Management System Update Fees

The City of Oxnard maintains approximately 382 miles of streets and 70 miles of alleys. For 2020, the City wants inspections on 100% of the City's Arterial streets and the City's Collectors, Residentials, and alleys in Area A, Approximately 216 Centerline Miles. As well as, the pavements at each of the City owned and maintained parking lots (61 sites).

PEI's fee breakdown incorporates all the required work for 2020, which is based on our prior experience with the City, the knowledge of its streets and similar PMS projects performed for other public agencies. The estimated fee for the total 2020 project will be \$96,760. All fees and costs are subject to final negotiation with the City of Oxnard.

Task 2.1 – Preliminary Investigations			
Position	Units	Unit Rate	Total
Principal Engineer	11	\$245	\$2,695
Project Manager	12	\$145	\$1,740
Task 2.1 fee			\$4,435
Task 2.2 – Pavement Inspection			
Position	Units	Unit Rate	Total
Project Manager	12	\$145	\$1,740
PMS Data Technician	38	\$95	\$3,610
PMS Inspection Team	223	\$190	\$42,370
Per Diem	24	\$250	\$6,000
Task 2.2 fee			\$53,720
Task 2.3 – PMS Update and Quality Management			
Position	Units	Unit Rate	Total
Principal Engineer	4	\$245	\$980
Project Manager	18	\$145	\$2,610
PMS Quality Control	60	\$145	\$8,700
PMS Data Technician	53	\$95	\$5,035
PMS Clerical	9	\$75	\$675
Task 2.3 fee			\$18,000
Task 2.4 - Maintenance and Capital Improvement Plan (CIP)			
Position	Units	Unit Rate	Total
Principal Engineer	5	\$245	\$1,225
Project Manager	19	\$145	\$2,755
PMS Data Technician	53	\$95	\$5,035
PMS Clerical	9	\$75	\$675
Task 2.4 fee			\$9,690
Task 2.5 – PMS Report			
Position	Units	Unit Rate	Total
Principal Engineer	10	\$245	\$2,450
Project Manager	19	\$145	\$2,755
PMS Data Technician	53	\$95	\$5,035
PMS Clerical	9	\$75	\$675
Task 2.5 fee			\$10,915
Task 2 Estimated Fees			\$96,760



City of Oxnard

2021 Pavement Management System Update Fees

The City of Oxnard maintains approximately 382 miles of streets and 70 miles of alleys. For 2021, the City wants inspections on the City's streets (Collectors and Residentials) and alleys in Area B, as well as 100% of the City's Arterials, approximately 193 Centerline Miles.

PEI's fee breakdown incorporates all the required work for 2021, which is based on our prior experience with the City, the knowledge of its streets and similar PMS projects performed for other public agencies. The estimated fee for the total 2021 project will be \$79,885. All fees and costs are subject to final negotiation with the City of Oxnard.

Task 3.1 – Preliminary Investigations			
Position	Units	Unit Rate	Total
Principal Engineer	10	\$245	\$2,450
Project Manager	9	\$145	\$1,305
Task 3.1 fee			\$3,755
Task 3.2 – Pavement Inspection			
Position	Units	Unit Rate	Total
Project Manager	9	\$145	\$1,305
PMS Data Technician	31	\$95	\$2,945
PMS Inspection Team	184	\$190	\$34,960
Per Diem	21	\$250	\$5,250
Task 3.2 fee			\$44,460
Task 3.3 – PMS Update and Quality Management			
Position	Units	Unit Rate	Total
Principal Engineer	3	\$245	\$735
Project Manager	15	\$145	\$2,175
PMS Quality Control	49	\$145	\$7,105
PMS Data Technician	43	\$95	\$4,085
PMS Clerical	7	\$75	\$525
Task 3.3 fee			\$14,625
Task 3.4 - Maintenance and Capital Improvement Plan (CIP)			
Position	Units	Unit Rate	Total
Principal Engineer	4	\$245	\$980
Project Manager	16	\$145	\$2,320
PMS Data Technician	43	\$95	\$4,085
PMS Clerical	7	\$75	\$525
Task 3.4 fee			\$7,910
Task 3.5 – PMS Report			
Position	Units	Unit Rate	Total
Principal Engineer	9	\$245	\$2,205
Project Manager	16	\$145	\$2,320
PMS Data Technician	43	\$95	\$4,085
PMS Clerical	7	\$75	\$525
Task 3.5 fee			\$9,135
Task 3 Estimated Fees			\$79,885



City of Oxnard

2022 Pavement Management System Update Fees

The City of Oxnard maintains approximately 382 miles of streets and 70 miles of alleys. For 2022, the City wants inspections on the City's streets (Collectors and Residentials) and alleys in Area C, as well as 100% of the City's Arterials, approximately 218 Centerline Miles.

PEI's fee breakdown incorporates all the required work for 2022, which is based on our prior experience with the City, the knowledge of its streets and similar PMS projects performed for other public agencies. The estimated fee for the total 2022 project will be \$88,315. All fees and costs are subject to final negotiation with the City of Oxnard.

Task 4.1 – Preliminary Investigations			
Position	Units	Unit Rate	Total
Principal Engineer	11	\$245	\$2,695
Project Manager	10	\$145	\$1,450
Task 4.1 fee			\$4,145
Task 4.2 – Pavement Inspection			
Position	Units	Unit Rate	Total
Project Manager	10	\$145	\$1,450
PMS Data Technician	34	\$95	\$3,230
PMS Inspection Team	205	\$190	\$38,950
Per Diem	23	\$250	\$5,750
Task 4.2 fee			\$49,380
Task 4.3 – PMS Update and Quality Management			
Position	Units	Unit Rate	Total
Principal Engineer	4	\$245	\$980
Project Manager	16	\$145	\$2,320
PMS Quality Control	55	\$145	\$7,975
PMS Data Technician	46	\$95	\$4,370
PMS Clerical	8	\$75	\$600
Task 4.3 fee			\$16,245
Task 4.4 - Maintenance and Capital Improvement Plan (CIP)			
Position	Units	Unit Rate	Total
Principal Engineer	5	\$245	\$1,225
Project Manager	17	\$145	\$2,465
PMS Data Technician	46	\$95	\$4,370
PMS Clerical	8	\$75	\$600
Task 4.4 fee			\$8,660
Task 4.5 – PMS Report			
Position	Units	Unit Rate	Total
Principal Engineer	10	\$245	\$2,450
Project Manager	17	\$145	\$2,465
PMS Data Technician	46	\$95	\$4,370
PMS Clerical	8	\$75	\$600
Task 4.5 fee			\$9,885
Task 4 Estimated Fees			\$88,315



Section G: Bidder Attachment



Tab G - Bidder Attachment

Any response that Bidders are finding difficulty pasting into the “Bidders Response” boxes in any section of the solicitation, bidders shall paste in Tab G. When pasting attachments to Tab G, label the attachments “Attachment 1”, Attachment 2” and so forth. Enter the corresponding “Attachment Number” into the Bidder’s Response box as the example shows below:

Below is an example:

Tab C - Company Profile

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the solicitation. The Company Profile should be concise and clear, and include descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.)

BIDDER’S RESPONSE: Located in “Attachment 1”

2. Proof of non-profit status, if applicable

BIDDER’S RESPONSE: Located in “Attachment 2”

Tab G - Any response that Bidders are finding difficulty pasting into the “Bidders Response” boxes in any section of the solicitation, bidders shall paste in Tab I. When pasting attachments to Tab G, label the attachments “Attachment 1”, Attachment 2” and so forth. Enter the corresponding Attachment Number into the Bidder’s Response box with the words “See Tab G.” List all attachments with an index tab.

List all attachments included in this Section. Please use additional pages to list attachments if necessary.

Attachment Number	Document Title	Page Number
Attachment 1	Company Profile/ Experience	51 - 52
Attachment 2	Organizational Chart	53
Attachment 3	Relevant Experience	54 - 59
Attachment 4	Credentials/ Resumes/ Certifications/ Licenses	60-65
Attachment 5	Attachment D Scope of Services	66 - 89
Attachment 6	_____	_____
Attachment 7	_____	_____
Attachment 8	_____	_____



Company Overview and Experience

Pavement Engineering Inc.

C Corporation (CA)
Phone: (805) 781-2265
Fax: (805) 781-2267

Contact Person:

Joe Seely, Project Manager
Joes@pavementengineering.com

Principal Officers:

Joseph L. Ririe, PE – President
William J. Long, PE – CEO

Pavement Engineering Inc. (PEI) specializes in pavement. During any given year, we evaluate, design, inspect and test millions of square feet of pavement throughout California.

With collective experience spanning **over three decades**, our highly-trained staff can quickly determine pavement condition and identify potential problems. Because our firm provides services ranging from initial pavement investigation and testing to design and inspection, we know what to look for and how to correct the problems simply and cost effectively.

PEI also understands the responsibilities of and constraints on government departments. They are charged with maintaining assets in fiscally responsible ways while maximizing services and work to deliver a quality product. This is no easy task, but it's where PEI excels. When it comes to assisting our clients, we take a very personal approach to their success. Our goal is to maximize pavement assets, minimize costs and always ensure a quality, long-lasting product. PEI's clients benefit from our experience and expertise.

We have worked with the following California public agencies:

Atascadero	Gilroy	Mill Valley	Reedley	Seaside
Belmont	Goleta	Millbrae	Rocklin	Sebastopol
Brentwood	Grover Beach	Milpitas	Port Hueneme	Shasta Lake
Buellton	Guadalupe	Monte Sereno	Rocklin	Sierra County
Calabasas	Hayward	Monterey	Roseville	Solano County
Calistoga	Hemet	Moorpark	Sacramento	Sonoma Co.
Camarillo	Hercules	Morgan Hill	San Anselmo	St. Helena
Carpinteria	Hollister	Napa	San Carlos	Stanislaus Co.
Citrus Heights	Lake County	Novato	San Luis Obispo	Stockton
Clayton	Lakeport	Oakdale	San Luis Obispo Co.	Tehama County
Concord	Larkspur	Oakley	San Mateo	Thousand Oaks
Cupertino	Lathrop	Ojai	San Mateo Co.	Tiburon
Danville	Lincoln	Oxnard	San Ramon	Vacaville
El Cerrito	Lompoc	Pacifica	Santa Barbara	Walnut Creek
Emeryville	Los Altos	Palo Alto	Santa Barbara Co.	Windsor
Escalon	Los Altos Hills	Paso Robles	Santa Clarita	Woodland
Fort Bragg	Los Gatos	Petaluma	Santa Cruz Co.	Yountville
Galt	Marin County	Pismo Beach	Santa Maria	Yreka

PAVEMENT MANAGEMENT PROGRAM EXPERIENCE



PEI is one of the most experienced pavement management specialists in California, with dozens of successful public agency clients throughout California, many of whom have relied on our pavement management services repeatedly for **over two decades**.

PEI began performing PMP evaluations in the 1990s using both APWA's MicroPAVER™ and MTC's StreetSaver® program. Our company is registered through the MTC as a certified StreetSaver® consultant. This ensures our company and raters are accurate and work in compliance with Metropolitan Transportation Commission (MTC) standards.

In 2009, PEI was awarded "Best Pavement Management Consultant" by the Bay Area Metropolitan Transportation Commission (MTC), which covers 109 local agencies.

In presenting the award, Amy Burch, MTC PTAP Project Manager said: ***"PEI stands behind their work. Providing quality products for their clients is just a standard. They have raised the bar for all PTAP consultants."***

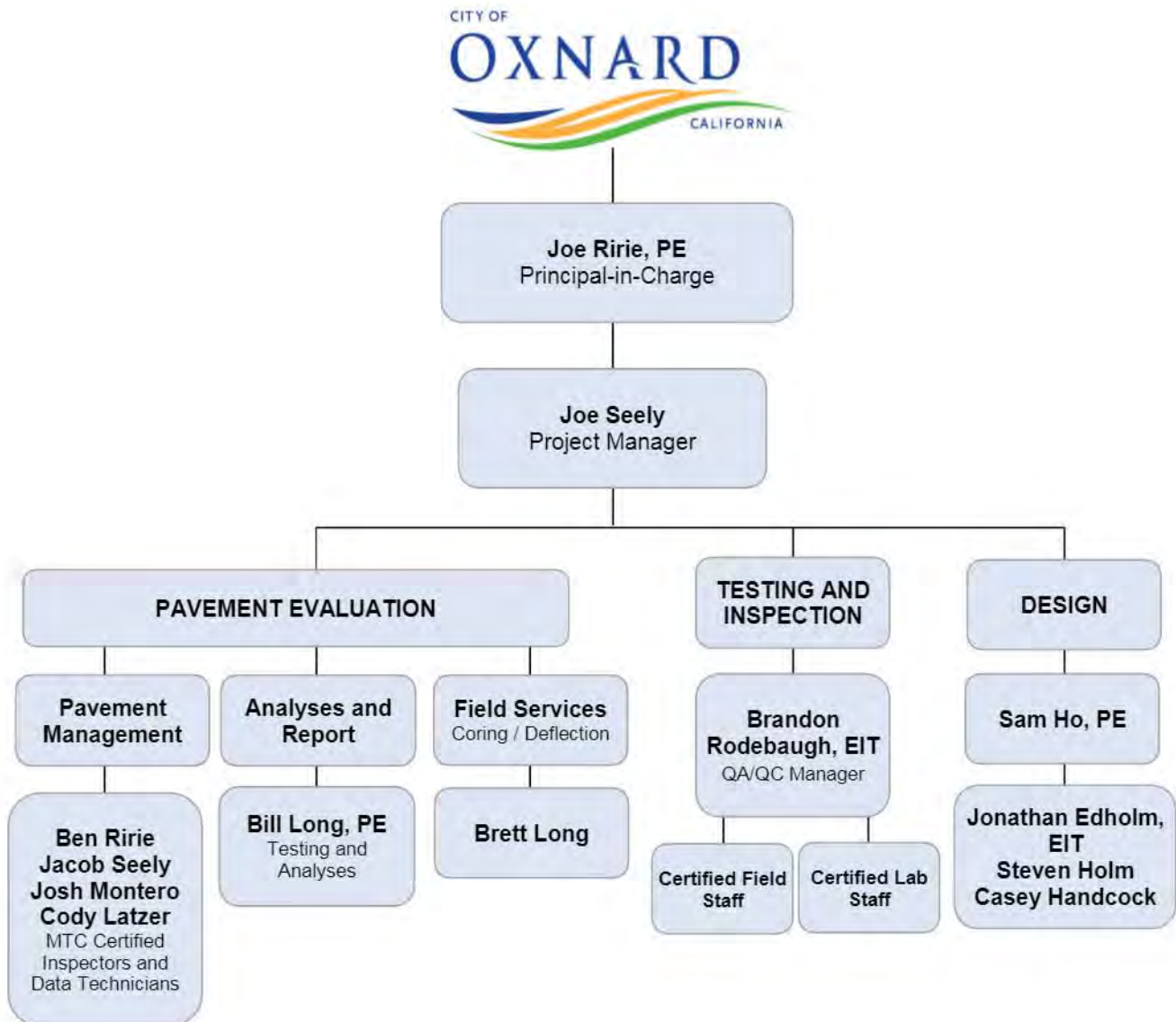
After performing a PMS update for the City of Reedley, City Manager, Nicole Zieba, stated, ***"Pavement Engineering Inc. did an outstanding job assisting our city with its pavement management system. Their knowledge and expertise resulted in a seamless completion of this project. This is, by far, one of the best investments in streets and roads that our City has made."***



The final presentation PEI gave to City Council on the outcomes of the assessment was fantastic. It was clear and non-technical, and it provided a future road map for getting the most out of our limited street and road dollars. I highly recommend that all cities use PEI for a full pavement management analysis and plan."

Because PEI combines nearly three decades of pavement maintenance and rehabilitation projects with two decades of PMP experience, we provide the most accurate pavement distress data, timely recommendations and precise budgets that ensure the longest lasting pavement product. To insure accuracy, we require all of our PMS field inspectors to attend MTC training classes as well as complete the MTC StreetSaver® Rater Certification Program. Our goal is to ensure the City has the most accurate database possible, including original construction dates and CIP maintenance records, all of which will provide a better, more accurate pavement management system going forward. Many of our public agency clients have used PEI's PMP update services for more than a decade.

ORGANIZATIONAL CHART



RELEVANT EXPERIENCE

PEI manages all public projects “hands on” through every step. We work closely with each agency to make sure its project team is informed and confident that projects are managed prudently and honestly with an eye for detail and unsurpassed professionalism. Recent Pavement Management Projects of similar size and scope include the following:

City of Santa Clarita Annual Asphalt Inspection & Pavement Management System Update

Client	23920 Valencia Blvd., Suite 300
Contact	Santa Clarita, CA 91355
	Ramiro Fuentes
	Assistant Engineer
	661.286.4138
	rfuentes@santa-clarita.com
Project Date	October 2018 – Present
Project Cost / Firm Fee	\$89,860
PEI Key Assigned Staff	Joe Ririe, P.E. – Principle in Charge
	Joe Seely – Project Manager
	Josh Montero – Field Supervisor



Scope of services: PEI has performed pavement management program services for the City of Santa Clarita since 2000. Last year PEI inspected approximately 330 lane miles of the City’s arterials and a third of its collector and residential/local streets and bike trails (approximately 230 lane miles). Additionally, the City has asked us perform inspection on 1/3 of their system annually, on a rotating basis. We also completed a detailed pavement inspection of identified streets and updated the City’s pavement management program, including adding new streets that were recently annexed by the City, identified and included missing data, and updated streets that received an overlay or maintenance treatment within the previous year.

City of Santa Maria 2018 Citywide Pavement Management System Update

Client Contact 110 S. Pine St. Suite 101
Santa Maria, CA 93458

Eric Riddiough, PE
Senior Civil Engineer
805.925.0951 ext 2476
eriddiough@cityofsantamaria.org

Project Date April 2018 – April 2019

Project Cost / Firm Fee \$94,935.00

PEI Key Assigned Staff Joe Ririe, P.E. – Principle in Charge
Joe Seely – Project Manager
Jacob Seely – Field Supervisor



Scope of Services: PEI performed a Citywide Pavement Management System Update for the City of Santa Maria. This included updating the City's street inventory and developing pavement management strategies and budgets. The City maintained approximately 228 centerline miles of roads. Additionally, we provided training and technical support to City staff.

County of Santa Barbara Pavement Management System Update

Client Contact 912 West Foster Road
Santa Maria, CA 93455

Kurt Klucker
Road Maintenance Manager
805.934.6100
kklucke@cosbpw.net

Project Date August 2018 – December 2018

Project Cost / Firm Fee \$65,670.00

PEI Key Assigned Staff Joe Ririe, P.E. – Principle in Charge
Joe Seely – Project Manager
Josh Montero – Field Supervisor



Scope of services: PEI has performed pavement management system updates for the County of Santa Barbara continuously since 2002. The County relies on PEI because of our reputation for accurate ratings. With 831 centerline miles of roads, the County has a nearly half billion dollars investment in pavement to maintain, which it does with the help of PEI's PMS updates. In 2010, the County decided to transition from MicroPAVER™ to StreetSaver® and asked PEI to oversee the transition and perform the work. We coordinated the data migration so none of the previous data was lost and provided the necessary training and support to make sure staff understood the program felt thoroughly comfortable using the new software. Since 2010, we have performed a Pavement Management System update for the County every year.

City of Oxnard
2015 Citywide Pavement Management Program Update
2017 Rotation A Pavement Management Program Update
2018 Rotation B Pavement Management Program Update

Client Contact	300 West Third Street, 2 nd Floor, East Wing Oxnard, CA 93030
	Asitha Withanage Civil Engineer 805.385.8052 Asitha.Withanage@oxnard.org
Project Dates	March 2015 – March 2016; February 2017 – September 2017 February 2018 – September 2018
Project Cost / Firm Fee	2015 - \$190,308.75 2017 - \$95,990.00 2018 - \$77,745.00
PEI Key Assigned Staff	Joe Ririe, P.E. – Principle in Charge Joe Seely – Project Manager Jacob Seely – Field Supervisor



Scope of services: PEI has worked with the City of Oxnard almost continuously since 1987 and set up its first pavement management PROGRAM in 2000 using MicroPAVER™. We subsequently performed all of the annual inspections until 2010 when the City chose to try an automated rating system. In 2015, the City opted to return to manual surveys and decided to update its pavement management system using StreetSaver® software and turned to PEI because of our known expertise. We rated approximately 382 miles of streets, 70 miles of alleys, and assisted with the streets portion of a 30-year master plan for the City.

PEI performed the first year of a three-year rotational update for the City in 2017 which included the City's Area A & Arterials streets, or approximately 216 Centerline miles. As part of that update the City decided to add their 61 City maintained parking lots to their database as well.

PEI performed the second year of the three-year rotational update for the City in 2018. This update included the City's Area B & Arterials Streets, or approximately 193 Centerline miles.

City of Reedley 2017 Pavement Management System Development

Client Contact 1733 Ninth Street
Reedley, CA 93654

John Robertson
City Engineer
559.637.4200 ext.221
John.robertson@reedley.ca.gov

Project Dates October 2016 – April 2017

Project Cost / Firm Fee \$62,661.25

PEI Key Assigned Staff Joe Ririe, P.E. – Principle in Charge
Joe Seely – Project Manager
Jacob Seely – Field Supervisor



Scope of services: In 2017, PEI inspected all the City's roads, verifying measurements, updating pavement needs and developing a five-year plan. Upon completing the work, PEI performed a budget analysis to establish the overall needs of the current system. After working with the City, City Manager, Nicole Zieba stated, *"Pavement Engineering Inc. did an outstanding job assisting our city with its pavement management system. Their knowledge and expertise resulted in a seamless completion of this project. This is, by far, one of the best investments in streets and roads that our City has made. The final presentation PEI gave to City Council on the outcomes of the assessment was fantastic. It was clear and non-technical, and it provided a future road map for getting the most out of our limited street and road dollars. I highly recommend that all cities use PEI for a full pavement management analysis and plan."*

Metropolitan Transportation Commission (MTC) Pavement Management Services through the P-TAP Program

Client Contact 101 Eighth Street
Oakland, CA 94607

Sui Tan
Analyst
210.817.5844
stan@mtc.ca.gov
Christina Hohorst
Analyst
415.778.5269
chohorst@mtc.ca.gov



Project Dates April 2017 – April 2018
April 2018 – April 2019

Project Cost / Firm Fee \$226,000.00
\$183,000.00

PEI Key Assigned Staff Joe Ririe, P.E. – Principle in Charge
Joe Seely – Project Manager
Ben Ririe – Field Supervisor

Scope of services: In 2016, PEI applied for and was accepted as a consultant for the Metropolitan Transportation Commission's (MTC) Pavement Technical Assistance Program (P-TAP). As one of MTC's P-TAP consultants, we were then assigned several clients (Cities), per year, which we would be providing pavement management assistance to. The cities which PEI provided pavement management services for, since 2017, include the following:

- Belmont
- Berkeley
- Brentwood
- Clayton
- Emeryville
- Lafayette
- Larkspur
- Millbrae
- Mill Valley
- Orinda
- San Anselmo
- San Ramon
- Sausalito
- Tiburon
- Yountville

For each of these clients, PEI updated their pavement management systems and adding any missing streets, built out their databases, and provided any needed technical support and training.



Credentials/ Resumes/ Certifications/ Licenses

With 75+ employees in six offices, PEI has the staff resources to perform all the relevant tasks related to this project. All PMP work is managed through the Santa Clarita office, which has all the necessary personnel to provide this service to the City of Rialto. Because we take a hands-on, personalized approach with all our clients, assigned staff will remain with a project from start to finish. This ensures that the City receives consistent services with reliable, accurate results delivered on time and within budget.

In addition, PEI's personnel are cross-trained in multiple tasks. For example, during winter, an employee may be assisting with pavement design and during the summer/fall, that same employee may be inspecting pavements. All our staff are well-rounded and knowledgeable.



Joe Ririe, P.E.

Senior Principal Engineer
Principal-in-charge

Registration

CA Registered Civil Engineer
52735

Office:

3485 Sacramento Dr, Ste A
San Luis Obispo, CA 93401
JoeR@pavementengineering.com

Education

BS, Civil Engineering
California Polytechnic State
University
San Luis Obispo, CA

Joe has 27 years of wide-ranging experience in engineering and project management and in developing practical, cost-effective and quality pavement solutions for clients throughout California. He specializes in pavement management systems, pavement rehabilitation design and construction administration for public agencies throughout California. Joe is responsible for PEI's reputation as California's premier pavement engineering specialists and has set the standard for delivering quality projects on time, on budget and with unparalleled customer service that builds trust and loyalty. Joe's recent PMP experience includes the following cities, towns and counties:

Atascadero	Galt	Lompoc	Paso Robles	San Ramon
Belmont	Goleta	Los Altos Hills	Petaluma	Santa Clarita
Brentwood	Grover Beach	Millbrae	Pismo Beach	Vacaville
Camarillo	Guadalupe	Milpitas	Pittsburg	Woodland
Carpinteria	Hollister	Napa	Reedley	Yountville
Concord	Lafayette	Oakley	San Benito Co.	Santa Barbara Co.
Danville	Larkspur	Oxnard	San Carlos	Sonoma Co.
Emeryville	Lathrop	Pacifica		

**Joseph Seely**

Project Manager
Inspector / Rater / QC

Office:

26007 Huntington Lane
Ste# 5
Santa Clarita, CA 91355

JoeS@pavementengineering.com

Education

AS, Criminal Justice – UOP
AS, Engineering – Cuesta College

Joe administers PEI's Pavement Management System Program. He has been working as a pavement management specialist with PEI for 7 years. At PEI, our project managers work hard to the extra mile for our clients. If selected, Joe Seely will be fully committed and available to the City of Oxnard for all related tasks needed to successfully complete the project, on time and on budget.

He schedules PMP projects, performs visual evaluations, ensures database accuracy and prepares spreadsheets and reports. Joe performs data analysis for each project report, in the field quality control ratings, and oversees and trains field evaluation staff. In addition, he develops presentations and provides hands-on training to public agency staff on pavement distresses, rating techniques and operation of both MicroPAVER™ and StreetSaver® software. During his time at PEI, Joe has rated over 5,500 centerline miles of roads. Joe is also a certified MTC StreetSaver® Rater and will be performing pavement assessments in accordance with StreetSaver's® modified ASTM D6433. To stay current, he is a regular attendee at the bi-annual MTC users training week. Joe has participated in expert panels at MTC user's week as well. His recent PMP experience includes the following Cities and Counties. The agencies in bold he has served as project manager:

City of Albany
City of Antioch
City of Atascadero
City of Brentwood
City of Belmont
City of Berkeley
City of Carpinteria
City of Clayton
City of Colma
City of Concord
City of Emeryville
City of Goleta

City of Grover Beach
City of Guadalupe
City of Hollister
City of Lafayette
City of Lancaster
City of Larkspur
City of Lathrop
City of Milpitas
City of Millbrae
City of Mill Valley
City of Napa

City of Orinda
City of Oxnard
City of Paso Robles
City of Reedley
City of San Ramon
City of San Luis
Obispo
County of San Benito
County of San Luis
Obispo
City of Santa Clarita

County of Santa
Barbara
City of Santa Maria
Town of San Anselmo
City of Sausalito
City of Shasta Lake
City of Solvang
Town of Tiburon
Town of Yountville

William J. Long, P.E.
CEO & Senior Principal Engineer

Office:

20260 Skypark Drive
 Redding, CA 96002
 BillL@pavementengineering.com



Summary

Bill has 30+ years of engineering and construction experience in asphalt concrete pavements and associated paving materials. He focuses on the engineering, construction and inspection of pavements, including numerous deflection studies and failure analyses, overlay and alternate rehabilitation designs. He is an expert in long-life pavements, CIR, warm mix asphalt, cold foam and epoxy asphalt.

Bill also has extensive experience assisting contractors in obtaining quality asphalt concrete pavements by performing thousands of quality control tests each year using Caltrans, ASTM and AASHTO standards.

Bill is the Redding Office Branch Manager in charge of the engineering and construction activities of asphalt concrete pavement projects. He is responsible for quality control/quality assurance of the firm's deflection testing and also manages PEI's Caltrans testing and inspection work, including overseeing laboratory testing. Bill has worked on pavement projects for more than 100 public agencies throughout California.

Education

Bachelor of Science in Civil Engineering
 California State University, Chico – Chico, CA

**Professional
 Registration**

California Civil Engineering 47552

Professional Experience

1987- present **CEO and Sr. Principal Engineer, Pavement Engineering Inc.**

Bill is the manager of PEI's Redding Office and oversees the engineering and construction activities of asphalt concrete pavement projects. He is responsible for QA/QC of PEI's deflection testing and manages PEI's Caltrans testing and inspection work, including overseeing laboratory testing.

Current QC/QA Experience & Testing Qualifications

Caltrans No. 04-4A0104 - Route 80 Vacaville
 Caltrans No. 03-1A4644 - Routes 99/113 Tudor
 Caltrans No. 04-0120F4 - SFOBB SAS Bridge
 Caltrans No. 04-0A1854 - Route 101 Petaluma
 Caltrans No. 10-0A8724 - Routes 219/108
 Caltrans No. 02-347604 - Route 5 Anderson
 Caltrans No. 04-1A3204 - Route 580 Richmond
 Caltrans No. 02-4E9504 - Route 44 Palo Cedro
 Caltrans No. 03-2F35U4 - Route 20 Nevada Co
 Caltrans No. 03-406604 - Route 99 Sutter Co
 Caltrans No. 04-3A23U4 - Route 101 Windsor
 Route 4 in Antioch

Caltrans No. 04-3E4304 - Route 680 Walnut Creek
 Caltrans No. 02-4F1704 - Route 3 Peanut
 Caltrans No. 02-4F1504 - Routes 3/97 Siskiyou Co
 Caltrans No. 02-4C9604 - Route 3 Hayfork
 Caltrans No. 04-3A7764 - Rte 80 Carquinez Bridge
 Caltrans No. 04-4G3904 - Route 80 Hercules
 Caltrans No. 04-153504 - Rte 80 Vallejo/Fairfield / Vacaville
 Caltrans No. 05-1A4304 - Route 1 Marin Co
 Caltrans No. 03-4M1604 - Route 32 Chico
 Caltrans No. 05-1A7104 - Route 17 Scotts Valley
 Caltrans No. 04-3E2904 - Route 82 Sunnyvale / Mountain View
 Yolo County WO No. 4521 - County Road 98

CTM 105 - Calculations
 CTM 106 - Specific gravity
 CTM 125AC - Sampling of materials
 CTM 125AGG - Sampling of materials
 CTM 125GEN - Sampling of materials

CTM 375N - AC density (nuclear)
 CTM 526 - Profilograph
 LP1-Lab procedure
 LP2-Lab procedure
 LP3-Lab procedure

LP4-Lab procedure
 LP5-Lab procedure
 LP6-Lab procedure
 LP7-Lab procedure
 LP9-Lab procedure

Sam T. Ho, P.E.

Associate Engineer

Pavement Engineering Inc.
26007 Huntington Lane, Unit 5
Santa Clarita, CA 91355
SamH@pavementengineering.com



Summary

Sam has nearly a decade of experience in the Engineering and Construction industry. He specializes in developing plans / specifications / estimates, handling submittals / RFIs, and performing quality control / quality assurance. In his time at PEI, Sam has honed his project management and design capabilities with pavement rehabilitation projects for dozens of public agencies and school districts. Sam is a registered Civil Engineer and QSD /QSP in the State of California, and LEED AP.

Since joining PEI in 2016, Sam has honed his project management and design skills with pavement design, inspection and assessment projects. Sam is now a PEI office head manager and his responsibilities include: field design, site assessments, developing plans, specifications and estimates, coordinating pre-bid meeting, reviewing RFIs, submittals and specifications, and overseeing the project from start to finish.

Education

Bachelor of Science in Civil Engineering
California Polytechnic State University – San Luis Obispo, CA

Professional Registration

California Civil Engineering 79939

Certification

Qualified SWPPP Developer & Practitioner Number 23285

Professional Experience

2016 - present **Associate Engineer, Pavement Engineering Inc.**

Sam works as a Civil Engineer who specializes in pavement maintenance and rehabilitation projects. He provides pavement assessment, design, and construction support for cities, counties and school districts throughout the State of California. Responsibilities include: field design, development of plans, specifications and estimates, coordinating pre-bid and pre-construction meetings, review RFI and submittals and overseeing the project from start to finish.

PMS RATERS / INSPECTORS

Accurate data is critical for pavement management programs. At PEI, we take this seriously. PEI raters are certified to rate streets per ASTM D6433. All of PEI's raters have completed the MTC StreetSaver® Rater Certification Program and annual training updates. It is anticipated that PEI will assign three field raters to complete the work, with Jacob Seely as the Field Supervisor.



JACOB SEELY

Field Supervisor

Office:

3485 Sacramento Dr, Ste A
San Luis Obispo, CA 93401

Education

BA, Business Administration & Project Management

Jacob has been with us at PEI for four years and has worked on various PMP projects. He performs pavement assessments in accordance with StreetSaver's® modified ASTM D6433 as well as assists agencies with budget needs and development of pavement preservation plans. During his time with PEI, Jacob has rated 4,000 centerline miles of roads. Jacob completed the MTC StreetSaver® Rater Certification Program. His recent PMP similar rating experience includes:

Belmont	Lafayette	Reedley	San Benito Co.
Brentwood	Millbrae	San Ramon	Santa Clarita
Emeryville	Oxnard	Santa Barbara Co.	Yountville
Hollister	Paso Robles		



BEN RIRIE

Lead Street Rater/
Data Technician

Office:

20260 Skypark Drive
Redding, CA 96002

Education

BS, Business Management
Brigham Young University, Idaho
Rexburg, ID

Ben has been working for PEI for 13 years. Since 2006, Ben has been rating / inspecting streets as a member of PEI's pavement management team. He performs assessments in accordance with StreetSaver's® modified ASTM D6433 standards. During his time at PEI, Ben has rated over 6,500 centerline miles of roads. As PEI's most experienced pavement management program rater, his PMP similar experience includes the following:

City of Albany	City of Grover Beach	City of Orinda	County of Santa
City of Antioch	City of Guadalupe	City of Oxnard	Barbara
City of Atascadero	City of Hollister	City of Paso Robles	City of Santa Maria
City of Brentwood	City of Lafayette	City of Reedley	Town of San Anselmo
City of Belmont	City of Lancaster	City of San Ramon	City of Sausalito
City of Berkeley	City of Larkspur	City of San Luis	City of Shasta Lake
City of Carpinteria	City of Lathrop	Obispo	City of Solvang
City of Clayton	City of Milpitas	County of San Benito	Town of Tiburon
City of Colma	City of Millbrae	County of San Luis	Town of Yountville
City of Concord	City of Mill Valley	Obispo	
City of Emeryville	City of Napa	City of Santa Clarita	
City of Goleta			

**JOSHUA MONTERO**

Street Rater/ Data Tech.

Office:3485 Sacramento Dr, Ste A
San Luis Obispo, CA 93401**Education**Associates in Film
Alan Hancock College
Santa Maria, CA

Josh joined PEI in early 2017 to bolster our PMP team. His responsibilities include: performing pavement assessments in accordance with StreetSaver's® modified ASTM D6433 as well as assists agencies with budget needs and development of pavement preservation plans. Josh has gone through MTC StreetSaver® Rater Certification Program and is a certified rater. His recent similar PMP experience includes:

Belmont
Brentwood
EmeryvilleHollister
Lafayette
MillbraeOxnard
Paso Robles
ReedleySan Ramon
Santa Clarita
Yountville

ATTACHMENT D

SCOPE OF SERVICES

Currently, the City of Oxnard maintains approximately 382 miles of streets and 70 miles of alleys. Historically, street inspections have been performed on a three-year rotation with a third of residential and collector streets inspected each year and 100% of arterials receiving annual inspections. The City wants to continue that three-year rotation, starting with Rotation C, update its PMS and update its 30-year master plan.

The City has outlined nine essential tasks in its scope of work: project management; preliminary investigation; pavement inspection; PMS update; maintenance and a capital improvement plan (CIP); PMS report; quality management; engineering and design; construction administration and management; and project closeout.

The scope of services will be performed in six phases over four years, as outlined below.

Phase 1 – 2019 PMS Update:

Phase 1 Scope: Update Yearly streets and evaluation of Area C

- Task 1.0 Project Management
- Task 1.1 Preliminary Investigations
- Task 1.2 Pavement Inspection
- Task 1.3 PMS Update
- Task 1.4 Maintenance and Capital Improvement Plan (CIP)
- Task 1.5 PMS Report
- Task 1.6 Quality Management

Task 1.0 Project Management

PEI will undertake the following as part of Phase 1, Task 1.0:

Pavement Engineering Inc. (PEI) will schedule a kick-off meeting with City staff to discuss project goals and expectations. During the meeting, we will review past maintenance and rehabilitation strategies and check the City's maps and database to confirm streets, pavement areas, street limits and boundaries. We will also review with staff quality control measures that are described in more detail in Task 1.6. Reviewing these issues and items prior to beginning work will help the City develop future maintenance plans and budget scenarios that accurately reflect the City's objectives.

Based on this discussion, PEI will develop a firm schedule to track progress of the project and also will establish the format of deliverables that will be most useful to the City.



Throughout the project, PEI will meet with City staff as required to coordinate and review specific project progress, schedules, and budgets to ensure the work performed meets the City's expectations and performance goals.

Task 1.1 Preliminary Investigations

PEI will undertake the following as part of Task 1.1:

Because of our prior experience working with the City, PEI is thoroughly familiar with the streets, neighborhoods, soil types, pavement structures and maintenance. This familiarization drastically cuts down on preliminary and preparatory work, which allows the City to assign monetary resources to actual pavement preservation.

At our first meeting with City staff, PEI's project manager will arrange to retrieve any new PMS data, GIS files and drawings. We will review past data, assess recent information and determine the information that is important to the project. PEI's project manager will then work with City staff to develop goals and objectives using and incorporating the present data into the pavement management plan and system.

Task 1.2 Pavement Inspection

PEI will undertake the following as part of Task 1.2:

PEI's certified staff will manually inspect the City's streets (Collectors and Residentials) and alleys in Area C, as well as 100% of the City's Arterial for the following pavement distresses: alligator cracking, block cracking, distortions, patches/utility cuts, longitudinal and transverse cracking, rutting/depressions and weathering. Information gleaned from manual inspections is considered more reliable and accurate than automated, drive by, or windshield surveys.

PEI will assign a Pavement Condition Index (PCI) for each street segment as specified by ASTM D6433 and supported by PEI's quality assurance standards, which are designed to ensure accuracy and consistency. PEI's inspectors are certified by for quality and consistency with a demonstrated accuracy rate of ± 5 PCI points. Industry standards accepts ± 10 PCI points.

As part of the field review, PEI will use a vehicle-mounted digital measuring device to measure the length of each street segment and will use a hand-held wheel to measure the width. Precise measurements are key to accurate cost projections, which are calculated based on pavement area.

PEI will sample locations on random test sites of $\pm 2,500$ sf. PEI will annotate the sample location on our rating sheet using footage from the beginning of each road segment. Recording locations of inspected sample areas provides the necessary information to



relocate the measured area for verification. This method produces reliable, reproducible data for current and future use.

As part of this work, PEI will perform a Quality Control review. The QC review compares the latest PCIs of newly rated street segments to prior PCIs from the last PMS update. Any segment found to have deteriorated more than 3 PCI points per year, since the last visual evaluation (12 points for Rotation C, and 3 points for Arterials), or have increased more than 1 PCI point, without a documented M&R treatment, will then reviewed by The Project Manager.

To ensure safety during the visual evaluation, PEI will provide its inspectors with reflective safety vests and will provide traffic control using flashing beacons and vehicle-mounted magnetic signs warning of frequent stops.

At the City's discretion, in addition to the pavement inspections, PEI can perform inspections for locating ADA ramps, potential illegal curb cuts or ramps and locations of sidewalk displacements. An additional fee proposal would be necessary, were the City to choose to have ramps, curbs, and sidewalks inspected. PEI performed a similar inspection for the City of these elements in 2008. Our approach would follow the same guidelines.

For the ADA ramp locations, PEI would review all the City's streets and document the location of existing ADA ramps and determine where ADA ramps should be located. We also can evaluate ramps for compliance to current ADA requirements.

For sidewalk displacements, PEI would review all the City's sidewalks and locate displacements greater than a half inch. Locations would be tied to street addresses. We will generate a report that shows locations and costs of remediation.

For illegal curb cuts or ramps. PEI would review each street and document potential illegal cuts and ramps by street address. Our report will document addresses and condition.

Task 1.3 PMS Update

PEI will undertake the following as part of Task 1.3 following completion of Task 1.2:

PEI will input the data collected during the visual evaluations in the City's StreetSaver® database using MTC's Mobile Rater. This speeds project completion and increases accuracy. This will provide updated PCI's for each of the segments inspected.

PEI will utilize StreetSaver® to develop "family curves" for each road or functional classification. PEI will verify, to the extent possible, and input the last Maintenance and Rehabilitation (M&R) treatment and Date for each segment. Also, we will update the City's StreetSaver® database with ADT data, provided by the City, for the Arterial and Collector Streets,

As part of the update, PEI will review the City's current street segmentation and how the roads are being used to make sure any analysis is consistent with the use of recommended maintenance and rehabilitation strategies.



Task 1.4 Maintenance and Capital Improvement Plan (CIP)

PEI will undertake the following as part of Task 1.4:

PEI will identify and prioritize annual asphalt concrete preventative maintenance and rehabilitation treatments for the inspected streets according to a critical-point management approach. The critical-point approach incorporates pavements from all parts of the deterioration curve, not just the best nor just the worst. This approach optimizes every budget dollar by seeking to apply the right treatment at the right time. Not too soon and not too late. PEI will work with City staff to develop decision matrices and breakpoints and to develop treatments and costs for maintenance and rehabilitation projects.

PEI will help City staff determine the best maintenance that will maintain the City's overall PCI at a level set by the City. The analysis will demonstrate what the City can expect in terms of overall pavement condition for each street system based on current and proposed future funding levels. PEI will recommend the order in which neighborhood street repairs should be tackled and will assist the City in addressing any potential budgetary shortfalls, as required.

Task 1.5 PMS Report

PEI will undertake the following as Task 1.5:

PEI will prepare one copy of the PMS report in an indexed binder for the City's review. After the review, we will prepare an updated final report containing all relevant information in a PDF format on a computer disk. Both the print and the electronic report will contain the following information:

- Executive summary
- Budget needs scenarios
- Network replacement costs
- Proposed future budget levels
- Budget scenarios including
 - a scenario to maintain roadways at the existing PCI;
 - a scenario to increase the current PCI by 5 points; and
 - a scenario to show the potential PCI for roadways over five to ten years using current funding levels or a specified time range determined by the City
- A section description report for all street segments, sorted by Neighborhood
- Street sections selected for recommended treatments during the specified years with estimated costs
- Maps and exhibits.
- GIS Shapefile and Spreadsheet Export

As an option, PEI can provide a presentation for the City Council that summarizes the report and provides guidance on pavement principles and practices.



Task 1.6 Quality Management

PEI will provide the following quality assurances in Task 1.6 as part of the overall scope of work:

A quality pavement management system is only as good to its user as the data that is input. Maintaining and improving the quality of a PMS is crucial to the success of the creation or update to a Pavement Management system. At PEI we strive for accuracy and precision, so our Quality Control Plan compares the latest PCI's of newly rated street segments to prior PCI's from the last PMS update. Street segments with PCI's that have increased in PCI, without any maintenance and rehabilitation, and street segments with PCI's that have dropped more than 3 PCI points per year, since their last rating, will be identified and reviewed in the field by an engineer or senior engineering technician. At PEI, we strive for a +/- 5 PCI points when comparing initial ratings versus QC ratings. We will review a minimum of 10% of the segments as part of the QC review.

Additionally, PEI's PMS quality control plan encompasses several internal checks and balances to ensure data complies with ASTM standards and is both accurate and repeatable. In brief, our QA/QC procedures for PMS work include these elements:

Trained and certified staff:

PEI's field technicians undergo strict performance testing that includes protocols, equipment calibration and knowledge of pavement distresses. In addition, our data technicians are trained in data entry and verification procedures, field paperwork preparation, map marking and other duties related to accurate, comprehensive PMS reports. PEI's inspectors are certified by the Metropolitan Transportation Commission (MTC) and attending annual MTC training classes. We strive for a ± 5 PCI point repeatability.

Equipment verification:

Prior to beginning any pavement assessment, PEI inspects, verifies and, if necessary, calibrates its measuring equipment, including vehicle-mounted devices that measure the length of each street segment and hand-held wheels that measure the width.

Data checks:

PEI's PMS crew typically perform a series of data checks in the field after collecting and processing the data according to strict procedures. The PMS project manager reviews the data for accuracy and completeness before a PMS data technician compiles the final database according to the agency's locations and mapping system. He also works with the data technician to recheck segment lengths and looks for any missing segments or data elements. This includes a verification of the Functional Classification of each segment to ensure that it complies with Caltrans Specifications. PEI's data technician then reviews the entire database for formatting, missing information and errors. All these checks ensure agencies receive thorough and accurate reports.



Control, verification and random site testing:

PEI's Project Manager reviews a minimum of 10% of the road segments previously rated according to MTC procedures to verify the accuracy of data. We then compare these reference values to the initial PCI generated by StreetSaver® software. If there are discrepancies, we will rerate the road. Once this QA/QC is finished, any variations to what the field crew found are updated in the database.

Phase 2 – 2020 PMS Update:

Phase 2 Scope: Update Yearly streets, Evaluation of Area A and Parking Lots

- Task 2.0 Project Management
- Task 2.1 Preliminary Investigations
- Task 2.2 Pavement Inspection
- Task 2.3 PMS Update
- Task 2.4 Maintenance and Capital Improvement Plan (CIP)
- Task 2.5 PMS Report
- Task 2.6 Quality Management

Task 2.0 Project Management

PEI will undertake the following as part of Phase 2, Task 2.0:

Pavement Engineering Inc. (PEI) will schedule a kick-off meeting with City staff to discuss project goals and expectations. During the meeting, we will review past maintenance and rehabilitation strategies and check the City's maps and database to confirm streets, pavement areas, street limits and boundaries. We will also review with staff quality control measures that are described in more detail in Task 2.6. Reviewing these issues and items prior to beginning work will help the City develop future maintenance plans and budget scenarios that accurately reflect the City's objectives.

Based on this discussion, PEI will develop a firm schedule to track progress of the project and also will establish the format of deliverables that will be most useful to the City.

Throughout the project, PEI will meet with City staff as required to coordinate and review specific project progress, schedules, and budgets to ensure the work performed meets the City's expectations and performance goals.

Task 2.1 Preliminary Investigations

PEI will undertake the following as part of Task 2.1:

Because of our prior experience working with the City, PEI is thoroughly familiar with the streets, neighborhoods, soil types, pavement structures and maintenance. This familiarization drastically cuts down on preliminary and preparatory work, which allows the City to assign monetary resources to actual pavement preservation.



At our first meeting with City staff, PEI's project manager will arrange to retrieve any new PMS data, GIS files and drawings. We will review past data, assess recent information and determine the information that is important to the project. PEI's project manager will then work with City staff to develop goals and objectives using and incorporating the present data into the pavement management plan and system.

Task 2.2 Pavement Inspection

PEI will undertake the following as part of Task 2.2:

PEI's certified staff will manually inspect 100% of the City's Arterial streets and the City's Collectors, Residentials, and alleys in Area A, as well as the pavements at each of the City owned and maintained parking lots (61 sites) for the following pavement distresses: alligator cracking, block cracking, distortions, patches/utility cuts, longitudinal and transverse cracking, rutting/depressions and weathering. In the parking lots, PEI will also review the existing ADA parking stalls for compliance. Information gleaned from manual inspections is considered more reliable and accurate than automated, drive by, or windshield surveys.

PEI will assign a Pavement Condition Index (PCI) for each street segment as specified by ASTM D6433 and supported by PEI's quality assurance standards, which are designed to ensure accuracy and consistency. PEI's inspectors are certified by for quality and consistency with a demonstrated accuracy rate of ± 5 PCI points. Industry standards accepts ± 10 PCI points.

As part of the field review, PEI will use a vehicle-mounted digital measuring device to measure the length of each street segment and will use a hand-held wheel to measure the width. Precise measurements are key to accurate cost projections, which are calculated based on pavement area.

PEI will sample locations on random test sites of $\pm 2,500$ sf. PEI will annotate the sample location on our rating sheet using footage from the beginning of each road segment. Recording locations of inspected sample areas provides the necessary information to relocate the measured area for verification. This method produces reliable, reproducible data for current and future use.

As part of this work, PEI will perform a Quality Control review. The QC review compares the latest PCIs of newly rated street segments to prior PCIs from the last PMS update. Any segment found to have deteriorated more than 3 PCI points per year, since the last visual evaluation (12 points for Rotation C, and 3 points for Arterials), or have increased more than 1 PCI point, without a documented M&R treatment, will then reviewed by The Project Manager.

To ensure safety during the visual evaluation, PEI will provide its inspectors with reflective safety vests and will provide traffic control using flashing beacons and vehicle-mounted magnetic signs warning of frequent stops.



At the City's discretion, in addition to the pavement inspections, PEI can perform inspections for locating ADA ramps, potential illegal curb cuts or ramps and locations of sidewalk displacements. An additional fee proposal would be necessary, were the City to choose to have ramps, curbs, and sidewalks inspected. PEI performed a similar inspection for the City of these elements in 2008. Our approach would follow the same guidelines.

For the ADA ramp locations, PEI would review all the City's streets and document the location of existing ADA ramps and determine where ADA ramps should be located. We also can evaluate ramps for compliance to current ADA requirements.

For sidewalk displacements, PEI would review all the City's sidewalks and locate displacements greater than a half inch. Locations would be tied to street addresses. We will generate a report that shows locations and costs of remediation.

For illegal curb cuts or ramps, PEI would review each street and document potential illegal cuts and ramps by street address. Our report will document addresses and condition.

Task 2.3 PMS Update

PEI will undertake the following as part of Task 2.3 following completion of Task 2.2:

PEI will input the data collected during the visual evaluations in the City's StreetSaver[®] database using MTC's Mobile Rater. This speeds project completion and increases accuracy. This will provide updated PCI's for each of the segments inspected.

PEI will utilize StreetSaver[®] to develop "family curves" for each road or functional classification. PEI will verify, to the extent possible, and input the last Maintenance and Rehabilitation (M&R) treatment and Date for each segment. Also, we will update the City's StreetSaver[®] database with ADT data, provided by the City, for the Arterial and Collector Streets,

As part of the update, PEI will review the City's current street segmentation and how the roads are being used to make sure any analysis is consistent with the use of recommended maintenance and rehabilitation strategies.

Task 2.4 Maintenance and Capital Improvement Plan (CIP)

PEI will undertake the following as part of Task 2.4:

PEI will identify and prioritize annual asphalt concrete preventative maintenance and rehabilitation treatments for the inspected streets according to a critical-point management approach. The critical-point approach incorporates pavements from all parts of the deterioration curve, not just the best nor just the worst. This approach optimizes every budget dollar by seeking to apply the right treatment at the right time. Not too soon and not too late. PEI will work with City staff to develop decision matrices and breakpoints and to develop treatments and costs for maintenance and rehabilitation projects.



PEI will help City staff determine the best maintenance that will maintain the City's overall PCI at a level set by the City. The analysis will demonstrate what the City can expect in terms of overall pavement condition for each street system based on current and proposed future funding levels. PEI will recommend the order in which neighborhood street repairs should be tackled and will assist the City in addressing any potential budgetary shortfalls, as required.

Task 2.5 PMS Report

PEI will undertake the following as Task 2.5:

PEI will prepare one copy of the PMS report in an indexed binder for the City's review. After the review, we will prepare an updated final report containing all relevant information in a PDF format on a computer disk. Both the print and the electronic report will contain the following information:

- Executive summary
- Budget needs scenarios
- Network replacement costs
- Proposed future budget levels
- Budget scenarios including
 - a scenario to maintain roadways at the existing PCI;
 - a scenario to increase the current PCI by 5 points; and
 - a scenario to show the potential PCI for roadways over five to ten years using current funding levels or a specified time range determined by the City
- A section description report for all street segments, sorted by Neighborhood
- Street sections selected for recommended treatments during the specified years with estimated costs
- Maps and exhibits.
- GIS Shapefile and Spreadsheet Export

For the assessed parking lots, a summary report will be provided that lists each parking lot's condition and will include a summary of our ADA findings.

As an option, PEI can provide a presentation for the City Council that summarizes the report and provides guidance on pavement principles and practices.

Task 2.6 Quality Management

PEI will provide the following quality assurances in Task 2.6 as part of the overall scope of work:

A quality pavement management system is only as good to its user as the data that is input. Maintaining and improving the quality of a PMS is crucial to the success of the creation or update to a Pavement Management system. At PEI we strive for accuracy and precision, so our Quality Control Plan compares the latest PCI's of newly rated street segments to prior PCI's from the last PMS update. Street segments with PCI's that have



increased in PCI, without any maintenance and rehabilitation, and street segments with PCI's that have dropped more than 3 PCI points per year, since their last rating, will be identified and reviewed in the field by an engineer or senior engineering technician. At PEI, we strive for a +/- 5 PCI points when comparing initial ratings versus QC ratings. We will review a minimum of 10% of the segments as part of the QC review.

Additionally, PEI's PMS quality control plan encompasses several internal checks and balances to ensure data complies with ASTM standards and is both accurate and repeatable. In brief, our QA/QC procedures for PMS work include these elements:

Trained and certified staff:

PEI's field technicians undergo strict performance testing that includes protocols, equipment calibration and knowledge of pavement distresses. In addition, our data technicians are trained in data entry and verification procedures, field paperwork preparation, map marking and other duties related to accurate, comprehensive PMS reports. PEI's inspectors are certified by the Metropolitan Transportation Commission (MTC) and attending annual MTC training classes. We strive for a ± 5 PCI point repeatability.

Equipment verification:

Prior to beginning any pavement assessment, PEI inspects, verifies and, if necessary, calibrates its measuring equipment, including vehicle-mounted devices that measure the length of each street segment and hand-held wheels that measure the width.

Data checks:

PEI's PMS crew typically perform a series of data checks in the field after collecting and processing the data according to strict procedures. The PMS project manager reviews the data for accuracy and completeness before a PMS data technician compiles the final database according to the agency's locations and mapping system. He also works with the data technician to recheck segment lengths and looks for any missing segments or data elements. This includes a verification of the Functional Classification of each segment to ensure that it complies with Caltrans Specifications. PEI's data technician then reviews the entire database for formatting, missing information and errors. All these checks ensure agencies receive thorough and accurate reports.

Control, verification and random site testing:

PEI's Project Manager reviews a minimum of 10% of the road segments previously rated according to MTC procedures to verify the accuracy of data. We then compare these reference values to the initial PCI generated by StreetSaver® software. If there are discrepancies, we will rerate the road. Once this QA/QC is finished, any variations to what the field crew found are updated in the database.



Phase 3 – 2021 PMS Update:

Phase 3 Scope: Update Yearly streets and evaluation of Area B

- Task 3.0 Project Management
- Task 3.1 Preliminary Investigations
- Task 3.2 Pavement Inspection
- Task 3.3 PMS Update
- Task 3.4 Maintenance and Capital Improvement Plan (CIP)
- Task 3.5 PMS Report
- Task 3.6 Quality Management

Task 3.0 Project Management

PEI will undertake the following as part of Phase 3, Task 3.0:

Pavement Engineering Inc. (PEI) will schedule a kick-off meeting with City staff to discuss project goals and expectations. During the meeting, we will review past maintenance and rehabilitation strategies and check the City's maps and database to confirm streets, pavement areas, street limits and boundaries. We will also review with staff quality control measures that are described in more detail in Task 3.6. Reviewing these issues and items prior to beginning work will help the City develop future maintenance plans and budget scenarios that accurately reflect the City's objectives.

Based on this discussion, PEI will develop a firm schedule to track progress of the project and also will establish the format of deliverables that will be most useful to the City.

Throughout the project, PEI will meet with City staff as required to coordinate and review specific project progress, schedules, and budgets to ensure the work performed meets the City's expectations and performance goals.

Task 3.1 Preliminary Investigations

PEI will undertake the following as part of Task 3.1:

Because of our prior experience working with the City, PEI is thoroughly familiar with the streets, neighborhoods, soil types, pavement structures and maintenance. This familiarization drastically cuts down on preliminary and preparatory work, which allows the City to assign monetary resources to actual pavement preservation.

At our first meeting with City staff, PEI's project manager will arrange to retrieve any new PMS data, GIS files and drawings. We will review past data, assess recent information and determine the information that is important to the project. PEI's project manager will then work with City staff to develop goals and objectives using and incorporating the present data into the pavement management plan and system.



Task 3.2 Pavement Inspection

PEI will undertake the following as part of Task 3.2:

PEI's certified staff will manually inspect the City's streets (Collectors and Residentials) and alleys in Area C, as well as 100% of the City's Arterial for the following pavement distresses: alligator cracking, block cracking, distortions, patches/utility cuts, longitudinal and transverse cracking, rutting/depressions and weathering. Information gleaned from manual inspections is considered more reliable and accurate than automated, drive by, or windshield surveys.

PEI will assign a Pavement Condition Index (PCI) for each street segment as specified by ASTM D6433 and supported by PEI's quality assurance standards, which are designed to ensure accuracy and consistency. PEI's inspectors are certified by for quality and consistency with a demonstrated accuracy rate of ± 5 PCI points. Industry standards accepts ± 10 PCI points.

As part of the field review, PEI will use a vehicle-mounted digital measuring device to measure the length of each street segment and will use a hand-held wheel to measure the width. Precise measurements are key to accurate cost projections, which are calculated based on pavement area.

PEI will sample locations on random test sites of $\pm 2,500$ sf. PEI will annotate the sample location on our rating sheet using footage from the beginning of each road segment. Recording locations of inspected sample areas provides the necessary information to relocate the measured area for verification. This method produces reliable, reproducible data for current and future use.

As part of this work, PEI will perform a Quality Control review. The QC review compares the latest PCIs of newly rated street segments to prior PCIs from the last PMS update. Any segment found to have deteriorated more than 3 PCI points per year, since the last visual evaluation (12 points for Rotation C, and 3 points for Arterials), or have increased more than 1 PCI point, without a documented M&R treatment, will then reviewed by The Project Manager.

To ensure safety during the visual evaluation, PEI will provide its inspectors with reflective safety vests and will provide traffic control using flashing beacons and vehicle-mounted magnetic signs warning of frequent stops.

At the City's discretion, in addition to the pavement inspections, PEI can perform inspections for locating ADA ramps, potential illegal curb cuts or ramps and locations of sidewalk displacements. An additional fee proposal would be necessary, were the City to choose to have ramps, curbs, and sidewalks inspected. PEI performed a similar inspection for the City of these elements in 2008. Our approach would follow the same guidelines.



For the ADA ramp locations, PEI would review all the City's streets and document the location of existing ADA ramps and determine where ADA ramps should be located. We also can evaluate ramps for compliance to current ADA requirements.

For sidewalk displacements, PEI would review all the City's sidewalks and locate displacements greater than a half inch. Locations would be tied to street addresses. We will generate a report that shows locations and costs of remediation.

For illegal curb cuts or ramps, PEI would review each street and document potential illegal cuts and ramps by street address. Our report will document addresses and condition.

Task 3.3 PMS Update

PEI will undertake the following as part of Task 3.3 following completion of Task 3.2:

PEI will input the data collected during the visual evaluations in the City's StreetSaver[®] database using MTC's Mobile Rater. This speeds project completion and increases accuracy. This will provide updated PCI's for each of the segments inspected.

PEI will utilize StreetSaver[®] to develop "family curves" for each road or functional classification. PEI will verify, to the extent possible, and input the last Maintenance and Rehabilitation (M&R) treatment and Date for each segment. Also, we will update the City's StreetSaver[®] database with ADT data, provided by the City, for the Arterial and Collector Streets,

As part of the update, PEI will review the City's current street segmentation and how the roads are being used to make sure any analysis is consistent with the use of recommended maintenance and rehabilitation strategies.

Task 3.4 Maintenance and Capital Improvement Plan (CIP)

PEI will undertake the following as part of Task 3.4:

PEI will identify and prioritize annual asphalt concrete preventative maintenance and rehabilitation treatments for the inspected streets according to a critical-point management approach. The critical-point approach incorporates pavements from all parts of the deterioration curve, not just the best nor just the worst. This approach optimizes every budget dollar by seeking to apply the right treatment at the right time. Not too soon and not too late. PEI will work with City staff to develop decision matrices and breakpoints and to develop treatments and costs for maintenance and rehabilitation projects.

PEI will help City staff determine the best maintenance that will maintain the City's overall PCI at a level set by the City. The analysis will demonstrate what the City can expect in terms of overall pavement condition for each street system based on current and proposed future funding levels. PEI will recommend the order in which neighborhood street repairs should be tackled and will assist the City in addressing any potential budgetary shortfalls, as required.



Task 3.5 PMS Report

PEI will undertake the following as Task 3.5:

PEI will prepare one copy of the PMS report in an indexed binder for the City's review. After the review, we will prepare an updated final report containing all relevant information in a PDF format on a computer disk. Both the print and the electronic report will contain the following information:

- Executive summary
- Budget needs scenarios
- Network replacement costs
- Proposed future budget levels
- Budget scenarios including
 - a scenario to maintain roadways at the existing PCI;
 - a scenario to increase the current PCI by 5 points; and
 - a scenario to show the potential PCI for roadways over five to ten years using current funding levels or a specified time range determined by the City
- A section description report for all street segments, sorted by Neighborhood
- Street sections selected for recommended treatments during the specified years with estimated costs
- Maps and exhibits.
- GIS Shapefile and Spreadsheet Export

As an option, PEI can provide a presentation for the City Council that summarizes the report and provides guidance on pavement principles and practices.

Task 3.6 Quality Management

PEI will provide the following quality assurances in Task 3.6 as part of the overall scope of work:

A quality pavement management system is only as good to its user as the data that is input. Maintaining and improving the quality of a PMS is crucial to the success of the creation or update to a Pavement Management system. At PEI we strive for accuracy and precision, so our Quality Control Plan compares the latest PCI's of newly rated street segments to prior PCI's from the last PMS update. Street segments with PCI's that have increased in PCI, without any maintenance and rehabilitation, and street segments with PCI's that have dropped more than 3 PCI points per year, since their last rating, will be identified and reviewed in the field by an engineer or senior engineering technician. At PEI, we strive for a +/- 5 PCI points when comparing initial ratings versus QC ratings. We will review a minimum of 10% of the segments as part of the QC review.

Additionally, PEI's PMS quality control plan encompasses several internal checks and balances to ensure data complies with ASTM standards and is both accurate and repeatable. In brief, our QA/QC procedures for PMS work include these elements:



Trained and certified staff:

PEI's field technicians undergo strict performance testing that includes protocols, equipment calibration and knowledge of pavement distresses. In addition, our data technicians are trained in data entry and verification procedures, field paperwork preparation, map marking and other duties related to accurate, comprehensive PMS reports. PEI's inspectors are certified by the Metropolitan Transportation Commission (MTC) and attending annual MTC training classes. We strive for a ± 5 PCI point repeatability.

Equipment verification:

Prior to beginning any pavement assessment, PEI inspects, verifies and, if necessary, calibrates its measuring equipment, including vehicle-mounted devices that measure the length of each street segment and hand-held wheels that measure the width.

Data checks:

PEI's PMS crew typically perform a series of data checks in the field after collecting and processing the data according to strict procedures. The PMS project manager reviews the data for accuracy and completeness before a PMS data technician compiles the final database according to the agency's locations and mapping system. He also works with the data technician to recheck segment lengths and looks for any missing segments or data elements. This includes a verification of the Functional Classification of each segment to ensure that it complies with Caltrans Specifications. PEI's data technician then reviews the entire database for formatting, missing information and errors. All these checks ensure agencies receive thorough and accurate reports.

Control, verification and random site testing:

PEI's Project Manager reviews a minimum of 10% of the road segments previously rated according to MTC procedures to verify the accuracy of data. We then compare these reference values to the initial PCI generated by StreetSaver® software. If there are discrepancies, we will rerate the road. Once this QA/QC is finished, any variations to what the field crew found are updated in the database.

Phase 4 – 2022 PMS Update:

Phase 4 Scope: Update Yearly streets and evaluation of Area C

- Task 4.0 Project Management
- Task 4.1 Preliminary Investigations
- Task 4.2 Pavement Inspection
- Task 4.3 PMS Update
- Task 4.4 Maintenance and Capital Improvement Plan (CIP)
- Task 4.5 PMS Report
- Task 4.6 Quality Management



Task 4.0 Project Management

PEI will undertake the following as part of Phase 4, Task 4.0:

Pavement Engineering Inc. (PEI) will schedule a kick-off meeting with City staff to discuss project goals and expectations. During the meeting, we will review past maintenance and rehabilitation strategies and check the City's maps and database to confirm streets, pavement areas, street limits and boundaries. We will also review with staff quality control measures that are described in more detail in Task 4.6. Reviewing these issues and items prior to beginning work will help the City develop future maintenance plans and budget scenarios that accurately reflect the City's objectives.

Based on this discussion, PEI will develop a firm schedule to track progress of the project and also will establish the format of deliverables that will be most useful to the City.

Throughout the project, PEI will meet with City staff as required to coordinate and review specific project progress, schedules, and budgets to ensure the work performed meets the City's expectations and performance goals.

Task 4.1 Preliminary Investigations

PEI will undertake the following as part of Task 4.1:

Because of our prior experience working with the City, PEI is thoroughly familiar with the streets, neighborhoods, soil types, pavement structures and maintenance. This familiarization drastically cuts down on preliminary and preparatory work, which allows the City to assign monetary resources to actual pavement preservation.

At our first meeting with City staff, PEI's project manager will arrange to retrieve any new PMS data, GIS files and drawings. We will review past data, assess recent information and determine the information that is important to the project. PEI's project manager will then work with City staff to develop goals and objectives using and incorporating the present data into the pavement management plan and system.

Task 4.2 Pavement Inspection

PEI will undertake the following as part of Task 4.2:

PEI's certified staff will manually inspect the City's streets (Collectors and Residentials) and alleys in Area C, as well as 100% of the City's Arterial for the following pavement distresses: alligator cracking, block cracking, distortions, patches/utility cuts, longitudinal and transverse cracking, rutting/depressions and weathering. Information gleaned from manual inspections is considered more reliable and accurate than automated, drive by, or windshield surveys.

PEI will assign a Pavement Condition Index (PCI) for each street segment as specified by ASTM D6433 and supported by PEI's quality assurance standards, which are designed to ensure accuracy and consistency. PEI's inspectors are certified by for quality and consistency with a demonstrated accuracy rate of ± 5 PCI points. Industry standards accepts ± 10 PCI points.



As part of the field review, PEI will use a vehicle-mounted digital measuring device to measure the length of each street segment and will use a hand-held wheel to measure the width. Precise measurements are key to accurate cost projections, which are calculated based on pavement area.

PEI will sample locations on random test sites of $\pm 2,500$ sf. PEI will annotate the sample location on our rating sheet using footage from the beginning of each road segment. Recording locations of inspected sample areas provides the necessary information to relocate the measured area for verification. This method produces reliable, reproducible data for current and future use.

As part of this work, PEI will perform a Quality Control review. The QC review compares the latest PCIs of newly rated street segments to prior PCIs from the last PMS update. Any segment found to have deteriorated more than 3 PCI points per year, since the last visual evaluation (12 points for Rotation C, and 3 points for Arterials), or have increased more than 1 PCI point, without a documented M&R treatment, will then reviewed by The Project Manager.

To ensure safety during the visual evaluation, PEI will provide its inspectors with reflective safety vests and will provide traffic control using flashing beacons and vehicle-mounted magnetic signs warning of frequent stops.

At the City's discretion, in addition to the pavement inspections, PEI can perform inspections for locating ADA ramps, potential illegal curb cuts or ramps and locations of sidewalk displacements. An additional fee proposal would be necessary, were the City to choose to have ramps, curbs, and sidewalks inspected. PEI performed a similar inspection for the City of these elements in 2008. Our approach would follow the same guidelines.

For the ADA ramp locations, PEI would review all the City's streets and document the location of existing ADA ramps and determine where ADA ramps should be located. We also can evaluate ramps for compliance to current ADA requirements.

For sidewalk displacements, PEI would review all the City's sidewalks and locate displacements greater than a half inch. Locations would be tied to street addresses. We will generate a report that shows locations and costs of remediation.

For illegal curb cuts or ramps, PEI would review each street and document potential illegal cuts and ramps by street address. Our report will document addresses and condition.

Task 4.3 PMS Update

PEI will undertake the following as part of Task 4.3 following completion of Task 4.2:

PEI will input the data collected during the visual evaluations in the City's StreetSaver[®] database using MTC's Mobile Rater. This speeds project completion and increases accuracy. This will provide updated PCI's for each of the segments inspected.

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Rehabilitation (M&R) treatment and Date for each segment. Also, we will update the City's StreetSaver® database with ADT data, provided by the City, for the Arterial and Collector Streets,

As part of the update, PEI will review the City's current street segmentation and how the roads are being used to make sure any analysis is consistent with the use of recommended maintenance and rehabilitation strategies.

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PEI will undertake the following as part of Task 4.4:

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PEI will help City staff determine the best maintenance that will maintain the City's overall PCI at a level set by the City. The analysis will demonstrate what the City can expect in terms of overall pavement condition for each street system based on current and proposed future funding levels. PEI will recommend the order in which neighborhood street repairs should be tackled and will assist the City in addressing any potential budgetary shortfalls, as required.

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As an option, PEI can provide a presentation for the City Council that summarizes the report and provides guidance on pavement principles and practices.

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Additionally, PEI's PMS quality control plan encompasses several internal checks and balances to ensure data complies with ASTM standards and is both accurate and repeatable. In brief, our QA/QC procedures for PMS work include these elements:

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Equipment verification:

Prior to beginning any pavement assessment, PEI inspects, verifies and, if necessary, calibrates its measuring equipment, including vehicle-mounted devices that measure the length of each street segment and hand-held wheels that measure the width.

Data checks:

PEI's PMS crew typically perform a series of data checks in the field after collecting and processing the data according to strict procedures. The PMS project manager reviews the data for accuracy and completeness before a PMS data technician compiles the final database according to the agency's locations and mapping system. He also works with the data technician to recheck segment lengths and looks for any missing segments or data elements. This includes a verification of the Functional Classification of each segment to ensure that it complies with Caltrans Specifications. PEI's data technician then reviews



the entire database for formatting, missing information and errors. All these checks ensure agencies receive thorough and accurate reports.

Control, verification and random site testing:

PEI's Project Manager reviews a minimum of 10% of the road segments previously rated according to MTC procedures to verify the accuracy of data. We then compare these reference values to the initial PCI generated by StreetSaver® software. If there are discrepancies, we will rerate the road. Once this QA/QC is finished, any variations to what the field crew found are updated in the database.

Phase 5 – Engineering and Design (OPTIONAL)

PEI's focus is paving. From evaluation to design to inspection and quality control, it's all we do. Because we have worked with more than a hundred California cities, counties and government agencies, we understand the process and have the experience, flexibility, communication and coordination skills to ensure projects move forward smoothly, on time and within budget.

During any given year, we design and inspect more than a million tons of HMA for dozens public agency paving projects. Last year alone, PEI designed tens of millions of dollars' worth of pavement maintenance and rehabilitation and inspected and performed quality control testing on about 1.5 million tons of HMA. We literally bring millions of tons of HMA experience to the City of Oxnard!

PEI knows that well-designed pavement can be the difference between a long-lasting structure and one with a significantly reduced service life. From surveying to permitting, site plans to pavement rehabilitation documents, we have the experience to assist the City through each step of the engineering and design process.

PEI investigates pavement conditions accurately with the precise data needed to protect an agency's pavement investment. We offer both visual pavement assessments and pavement evaluations, including deflection testing and coring, which provide detailed visual and physical analyses of pavement structures. PEI's inspection staff is Caltrans certified and has performed inspection on numerous Caltrans QC/QA projects as well as other public and private projects.

Using existing site plans or plans generated by performing topographic survey work, we clearly mark locations and define the extent and quality of work expected, including all construction details, materials and procedures. We have spent years creating and enhancing specifications for roadways and parking lots that reflect the best industry practices. The combination of site plans, details and specifications ensures that all contractors are bidding on exactly the same work.

Many pavement-related design projects today also require upgrading facilities related to accessibility. PEI is thoroughly knowledgeable and experienced with the multitude of federal and state requirements that apply to exterior accessibility design, including



disabled parking, accessible paths or travel, curb ramps, railings, signage, etc. PEI also designs landscaped environments, including urban streetscapes, roadway medians and landscaping projects.

Our Engineering and Design project approach typically follows this framework:

Project administration

This work includes a kick-off meeting with City staff to confirm the project's scope of work, schedule, budget and availability of project documents; review project goals; discuss format of deliverables; and clarify the responsibilities of each party.

Progress meetings will be arranged to review the work at critical stages such as the review of our QC check, 50% design review, 95% & 100% design reviews and final submittal. Constant communication between the project manager and City staff, reviewing and approving the project street lists and design recommendations is part of our approach and will help ensure a successful project

Task 5.1 - Street investigation / engineering review

PEI Engineers will visually evaluate the pavement condition of each of the proposed project streets. This review will confirm the appropriate action (i.e. overlay or surface treatment) for each street. After our review, we will confer with City staff and review our findings.

Task 5.2 - Measurement of field quantities

PEI will physically walk each of the project streets identified in the provided project list to measure and record all pertinent field quantities. Physically measuring the quantities provides confidence that the bid quantities are correct. Taking the time to physically measure each bid item in the field ensures smoother contract administration and reduces the potential for change orders.

All field quantities of physical elements to be incorporated in the rehabilitation work of each street will be measured and recorded. This information includes the location of existing striping, pavement markers and paint markings; location of underground utilities; limits of paving transitions, digouts, and other pavement repairs; and total area of pavement to be resurfaced.

If the need for any concrete repairs, handicap ramps or tree root damage is identified during our field reviews, this work will be noted and brought to the City's attention to determine if the repairs should be added to the contract.



Task 5.3 - Pavement evaluations including deflection testing for pavement design of overlay streets

PEI will perform deflection testing, coring and analysis on all of the overlay candidate streets identified in Task 1. This type of analysis on each of the overlay streets will eliminate the guess work and ensure that an optimum rehabilitation approach is identified. In addition, PEI has found the adequate cores and deflection data on all overlay streets is invaluable during both the design and construction phases of the project. Our experience suggests that gathering this additional data helps produce designs that can last longer than average approaches resulting in additional savings to the City.

The deflection analysis is performed in general accordance with California Test Method 356 (CTM 356). Deflection tests will be performed at 100 foot maximum intervals in each lane (minimum of 10 tests per lane). Coring will be performed at 500 foot maximum intervals over the street segment (minimum two cores per street segment). Traffic control will be provided using a follow vehicle with a mounted arrowboard on arterial and collector streets. Flagging will be provided as needed.

PEI will work with the City of Oxnard to obtain traffic index information and if necessary, will perform six hour truck counts to accurately determine the traffic index.

To assist us with this analysis, we also will determine the total structural section (AC and AB) and the native soil's R-value of the residential streets. We have found that streets such as these are excellent candidates for pulverization and resurfacing. The R-value identification of the existing pavement's total structural section is essential for this determination.

Rehabilitation options to be investigated will include pulverization and resurfacing, milling and filling, conventional asphalt concrete overlay and ARHM overlays. The deflection testing and coring data will be included in the project development binders for each street as has been done in past projects. No formal deflection testing report will be prepared. Going straight from the raw analysis and data to design saves considerable design funds. The pavement evaluation information will be compiled into binders and submitted to the City during reviews and at the completion of the project.

Task 5.4 - Coordinate with utility companies

PEI will coordinate with local utility companies and incorporate all utility facilities affecting the projects into the contract documents. PEI will obtain a current listing of utility companies and contact information from the City for this task.

Task 5.5 - Preparation of contract documents and estimates

All field quantities will be compiled into individual engineer's estimates by street segment. A summary spreadsheet of the entire project will be provided. Technical specifications will be drafted and details for typical sections, transitions, keycuts, digouts, and additional pavement work will be prepared. Any portions of the maintenance work which require further clarification will be submitted in the form of drafted plan views, details, elevations, or cross sections, as is necessary. Where it facilitates the design, PEI will use aerial



photographs to develop base sheets. The City will provide the aerial photographs from their files. This information will be submitted to the City at the 50% design stage and at the 95% design stage for review. It is anticipated that at the 50% submittal stage, the City will be able to confirm the rehabilitative approach and see a preliminary budget.

After review of the 95% submittal, we will meet with the City staff to resolve any outstanding issues and will adjust the final contract documents accordingly.

Included in our scope of work will be the preparation of traffic control plans and striping plans, should that work be required. In addition, PEI will arrange for the potholing of any existing utilities.

Task 5.6 - Bidding process support services

After the final submittal, we will be available to answer any specific questions from the City concerning the design. Should the need arise, we will prepare an addendum as required. In addition, we will also be available for help with questions from the contract administration personnel or from contractors during the bidding process.

Task 5.7 - Construction support services

During construction, PEI will be available to the City construction staff to review design questions, submittals, and construction problems. PEI will provide these services on an as-needed basis.

A project specific Scope of Work and Fee Proposal will be provided, were the City to execute the optional phases of this proposal.

Phase 6 – Construction Administration and Management (OPTIONAL)

Since our beginning, in 1987, PEI has focused on pavements. During any given year, our engineers and staff evaluate, test, design and inspect millions of square feet of pavement throughout California. This gives us an insight and understanding that exceeds that of general and geotechnical engineering design firms.

We understand pavement. This knowledge, honed through nearly three decades of experience, means we know asphalt production and how pavements are constructed. We understand the limitations, variables and constraints of pavements and translate this knowledge into plans, details and technical specifications that allow the contractor to correctly construct pavements that will meet or exceed expectations.

Our focused, intimate knowledge of pavement also allows us to develop bid schedules that include the types of work contractors are used to seeing on pavement projects. Clearly defined scopes of work with no gray areas help keep bids competitive.

PEI is uniquely qualified to perform construction administration and management services for the City. We can help by

- attending pre-bid meetings.
- receiving and reviewing bids.
- recommending contract awards.
- securing insurance documents.



- reviewing schedules and technical submittals.
- evaluating change orders and claims.
- auditing payment requests and lien releases.
- processing final payments.
- developing and managing punchlists.
- providing geotechnical and testing services, surveying, permitting and environmental services as needed.
- coordinating community outreach and public information liaison activities.

Although we take on the daily administrative chores and specialized tasks, clients still retain financial control and approval during each stage of construction. When performed in combination with inspection and field services, contract administration provides greater assurance that all contract work will meet pavement rehabilitation documents while coming in on time and on budget. Our reputation among contractors reflects our experience, knowledge and integrity.

PEI is uniquely qualified to perform this work. We know it and our clients benefit from it.

Project Closeout

PEI never leaves loose ends. As previously stated, we will work with City staff through every step of a project and will deliver all the items outlined by the City in the initial kick-off and planning meeting, including but not limited to project files, final report(s) and drawings. As with all our work, we warrant what we do and will work with clients to achieve a satisfactory closeout.



Pavement Engineering Inc.



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.8.**

DATE: February 4, 2020

TO: City Council

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

SUBJECT: Purchase of Police Department Vehicles, Motorcycles, and Off-Road Vehicles.

RECOMMENDATION

That the City Council:

1. Approve and authorize the Mayor to execute six (6) Purchase Orders for a total amount of \$595,829.21, for a total of twelve (12) public safety vehicle purchases with accessories and equipment:
 - a) Seven (7) patrol vehicles for a cost of \$349,724.01 from National Auto Fleet Group;
 - b) Three (3) police motorcycles for a cost of \$94,881.54 from Long Beach BMW Motorcycles;
 - c) One (1) Ford Transit Cargo Van for a cost of \$69,321.51 from National Auto Fleet Group;
 - d) One (1) 4x4 pick-up for a cost of \$48,787.86 from National Auto Fleet Group;
 - e) Police Radios for a cost of \$12,681.29 from Telecom, Inc.;
 - f) Mobile Dispatch Computers for a cost of \$20,433.00 from PCS Mobile.
2. Authorize a budget appropriation of \$595,829 from 2018 Bank of America Line of Credit in the amount of \$541,893 and \$53,936 from RiverPark CFD#5 Fund 174 Fund Balance (Public Safety Committee approved 3-0).

BACKGROUND

Patrol Vehicles

The Police Department's patrol vehicle fleet currently consists of eighty-one (81) "black and white" units. Forty-nine (49) of these are Ford Police Interceptor Utility Vehicles, six (6) are Chevrolet Caprices, twenty-two (22) are Ford Crown Victorias, three (3) are Chevrolet Tahoes, and one (1) Ford F150 4x4 short-bed pickup truck.

The Police Department's patrol fleet is recovering from the impacts of several years of scaled back and deferred purchases. In FY 16-17, a focused effort began to improve the overall health of the patrol fleet. Prior, the Department's patrol fleet consisted of a large percentage of patrol vehicles that were well past the City of Oxnard Vehicle Purchasing Guidelines recommended service life of 100,000 miles. Once patrol vehicles surpass the recommended 100,000 mark, repair costs increase as reliability decreases. Currently there are five (5) patrol vehicles with odometer readings above 100,000 miles and five (5) vehicles with mileage above 90,000 that need replacement. Additionally, there are two (2) patrol vehicles which have surpassed 80,000 miles.

In order to maintain a safe and dependable patrol vehicle fleet, it is critical that the Police Department maintains a comprehensive vehicle replacement plan. In FY 16-17, Fleet Services recommended that a minimum of twelve (12) police patrol vehicles be added to the fleet every fiscal year, for three (3) consecutive fiscal years. This request for replacement patrol vehicles is necessary to stabilize and maintain the health of the patrol vehicle fleet.

The last purchase of thirteen (13) patrol vehicles was authorized by the City Council on June 5, 2018. The table below outlines the Three-Year Patrol Vehicle Replacement Schedule.

Three-Year Patrol Vehicle Replacement Schedule

FY 2018-19

FY 2019-20

FY 2020-21

Unit #	Year	Mileage	Unit #	Year	Mileage	Unit #	Year	Mileage
10004	2004	125,856	11002	2011	130,548	11010	2011	75,300
11000	2011	116,666	3610	2003	128,320	8007	2008	69,674
11005	2011	110,817	8008	2008	112,653	13004	2013	68,133
3466	2001	107,924	11015	2011	100,511	13001	2012	67,106
3710	2004	108,841	11017	2011	100,457	13000	2012	63,636
10001	2010	139,346	11014	2011	96,856	9002	2009	63,001
3348	2000	106,733	11013	2011	95,182	9003	2009	59,362
3708	2004	92,902	11011	2011	94,000	11009	2011	55,589
8005	2008	96,091	6019	2006	92,747	10002	2010	57,576
3706	2004	84,906	8017	2008	91,052	9010	2009	53,198
3705	2004	81,296	6017	2006	89,493	9007	2009	50,605
9005	2009	88,538	11012	2011	81,818	11008	2011	49,155

Decommissioned Vehicles

Vehicles at end of recommended service mileage

After considerable vehicle platform research and comparisons during 2015 and 2016, the Police Department selected the Ford Police Interceptor Utility vehicle, which has become a principal vehicle in law enforcement nationwide.

The Police Department recommends a purchase of seven (7) Ford Police Interceptor Utility Vehicles. These new Ford Police Interceptor Utility Vehicles will replace the five (5) Ford Crown Victorias with mileage above 100,000, and two (2) Ford Crown Victorias with mileage above 90,000.

In addition, the Police Department recommends a purchase of one (1) Ford F150 4x4 Truck. The Ford F150 4x4 Truck will be assigned to the Homeless Liaison Officer (HLO) Unit due to an increase in their staffing and the need for a utility truck based on their duties. The vehicle can navigate hard to reach off-road locations frequented by transients that are not suitable for other police units, such as dirt fields or other off-highway locations overgrown with vegetation, and areas around bridge abutments, beaches, canals and small waterways. The bed and corresponding lift gate will be used to transport and remove property, debris and other items, such as shopping carts, from locations and encampments served by the HLO's. The extra cab can be utilized to transport other personnel as well as arrestees.

The total cost of the seven (7) Ford Police Interceptors is \$349,724.01

The total cost of the one (1) Ford F150 4x4 Truck is \$48,787.86

Police Motorcycles

The Police Department's Traffic Unit consists of fourteen (14) sworn personnel. Typically, police motorcycles are removed from service when they exceed 55,000 miles; once they reach this mileage, reliability decreases as maintenance costs climb. Two (2) have exceeded 90,000 miles.

The Police Department currently has a total of fourteen (14) motorcycles in its inventory. Though the ratio is one motorcycle to each Traffic Unit officer, the lack of reserve/spare motorcycles deprives the Traffic Unit officers of the use of a motorcycle when service or repairs are being performed. There have been several occasions during recent months when more than one Traffic Unit officer was without a motorcycle for a significant period. A set-aside of older, high-mileage motorcycles strictly for training purposes is also necessary, as this reduces wear and tear on service motorcycles. The following table depicts the current inventory, all of which are assigned to officers:

Police Department Motorcycle Inventory

Unit	Year	Make	Mileage
6075	2006	BMW	96,093
8901	2008	BMW	93,882
13903	2013	BMW	49,184
13902	2013	BMW	44,826
13905	2013	BMW	43,133
15909	2015	BMW	38,587
15910	2015	BMW	34,119
17901	2015	BMW	25,339
15908	2015	BMW	20,582
17900	2015	BMW	13,994
18900	2018	BMW	6,353
18901	2018	BMW	6,296
18902	2018	BMW	5,656
18903	2018	BMW	5,245
Over recommended end of service mileage			
Nearing recommended end of service mileage			

The Police Department evaluated motorcycle types to determine the model best suited for police field operations. The most important factors that were considered were rider safety, performance (acceleration, top speed, handling and braking), durability, and maintenance. In 2018, the Michigan State Police Vehicle Evaluation Staff conducted testing on the Harley Davidson FLHTP, Harley Davidson FLHP, BMW R1200 RTP, BMW F 750 GS-P, BMW F 850 GS-P, and Yamaha FJR 1300AP. The BMW R1200 RTP was rated as a top performer in all categories. Another determining factor was that the mechanics at Oxnard's Fleet Services are certified in the repair and maintenance of the BMW R1200 RTP motorcycle, which reduces costs. The ability to repair and perform maintenance in-house reduces the time the motorcycle is down for repair.

The last purchase of four (4) BMW police motorcycles was authorized by the City Council on June 5, 2018.

The Police Department recommends the purchase of three (3) BMW police motorcycles. The three new motorcycles would replace the three (3) highest mileage motorcycles, and each would be assigned to a Traffic Unit officer. Two (2) of the inventory's higher mileage motorcycles would be converted into training motorcycles, and would be used solely for that purpose. One (1) of the higher mileage motorcycles would be held in reserve for use as "spare/pool" motorcycles that would be used while others are being serviced or repaired.

The total cost of the three (3) BMW police motorcycles is \$94,881.54

Support Vehicles

The Police Department maintains a temporary holding facility (jail) where arrested persons are transported and processed before being transferred to the County Jail, located in Ventura. On average, over 450 arrested persons are transferred to the County Jail by the Police Department each month, with as many as five (5) transport runs made per day. The Police Department currently has two booking vans, a 2003 Ford Econoline van with over 227,000 miles and a 2008 Ford Econoline van with over 150,000 miles.

The Police Department recommends the purchase of one (1) Ford Transit Cargo Van. This vehicle will replace the 2003 Ford Econoline van, which currently has over 227,000 miles and has exceeded its recommended service life.

The total cost of the Ford Transit Cargo Van is \$69,321.51

Radios and Mobile Dispatch Computers

The cost to outfit all twelve vehicles with police radios is \$12,681.29.

In addition, the cost to outfit vehicles with Mobile Dispatch Computers (MDCs) is \$20,433.00, which includes the purchase of seven (7) new MDCs with required licensing components. Two (2) MDCs in current use can be reused and installed into the new purchased vehicles. The BMW motorcycles do not require an MDC.

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 cost for all vehicles, including MDCs and police radios, is \$595,829.21. Partial payment of \$541,892.87 will be funded through a current line of credit with Bank of America for the repayment term of five years with an interest rate of 3.1602%. The remaining balance of \$53,936.34 will be paid for by the Riverpark CFD Fund Balance (Fund 174) to cover the complete cost of one (1) Ford Police Interceptor Utility Vehicle, including police radio and MDC, for its use in that specific patrol area.

COMMITTEE OUTCOME

The Public Safety Committee approved 3-0 on January 14, 2020 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Denise Shadinger, Police Commander, Delia Campbell, Police Finance Manager

ATTACHMENTS

1. National Auto Fleet Group Letter 12-20-19
2. Police Motorcycle Estimate
3. PD Prisoner Transport Van Quote 09.03.16 Sourcewell (Formerly Known as NJPA) master vehicle contract# (1)
4. 09.19.19 Natl Auto Fleet Group Invoice (1)
5. NASPO_Quotation_OXPD_SingleBand_Remote Mount 11-18-19
6. Quote - 2019.11.20 - City of Oxnard - Add 7 CF-54 November
7. Budget Appropriation (2020 Police Vehicle Acquisitions)
8. Assessment Districts List
9. Assessment Districts Map

National Auto Fleet Group ITEM #K-8

A division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
855 BUY-NJPA 626-457-5590
855 289-6572 626-457-5593

January 16, 2020

Mr. Bill Birch
City Of Oxnard
1060 Pacific Ave.
BUILDING 2
Oxnard, CA 93030
Delivery Via Email

Dear Mr. Birch,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Oxnard, new/unused 2020 Ford Utility PI responding to your requirement with the attached specifications for:

2020 Utility	32,598.00
WC Patrol Quote # 9521	13,761.00
Sub	46,359.00
Sales Tax	3,592.82
Tire Tax	8.75
Total	49,960.57
7 Units	349,724.01

These vehicles are available under the Sourcewell master vehicle contract # 120716 formally known as the NJPA master vehicle contract# 120716. Pricing includes 2 extra keys. Optional cost for the hybrid engine:3,300.00

Terms are net 30 days.

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.



John Oviyach
National Law Enforcement Account Manager
National Auto Fleet Group
Wondries Fleet Group



LONG BEACH BMW MOTORCYCLES

2125 E. Spring Street • Long Beach, California 90806

Mailing Address: P.O. Box 90639 • Long Beach, California 90809-0639
562.426.1200 • 562.426.1157 Fax • www.longbeachbmwmotorcycles.com

City of Oxnard

Quote

9/12/2019

City of Sacramento Contract Bid No. B17153311004

2018 BMW R1200RT-P	\$26,519.18
Price increase on 2019 R1250RT-P	\$300.00
Rear Flashlight/PR24 Holder -Left	\$200.00
PVP Wireless kit	\$895.00
Installation of agency supplied Radio	\$575.00
Saddle Bag Lights	\$143.61
Doc fee	\$85.00
Sub Total	\$28,717.79
Sales Tax 7.75%	\$2,225.63
Tire Fee	\$3.50
CVR Fee	\$30.00
Total OTD	\$30,976.92



Charles Berthon

Ron's Signs

2240 Celsius Ave. Ste. A
 Oxnard, CA 93030
 (805)983-6603
 ronssignart@msn.com



Estimate

ADDRESS

City of Oxnard Fleet
 300 W Third Street
 Oxnard, Ca 93030
 805-385-8011

SHIP TO

City of Oxnard Fleet
 300 W Third Street
 Oxnard, Ca 93030

ESTIMATE # 1235

DATE 09/10/2019

DATE	ACTIVITY	QTY	RATE	AMOUNT
09/10/2019	Signs:Signs POLICE MOTORCYCLE: DECALS: 3 X 10" "POLICE" (QTY. 2), 2 1/2 X 3" USA FLAG (QTY. 2), WHITE CITY OF OXNARD LOGO (QTY. 2) AND 4.2" CITY OF OXNARD SEAL (QTY. 2)	3	125.00	375.00T
09/10/2019	Labor:Installation Installation	3	50.00	150.00

Thanks for the Opportunity to bid.

SUBTOTAL	525.00
TAX	29.06
TOTAL	\$554.06

Accepted By

Accepted Date

ITEM #K-8

Variety Wraps
(805) 240-1000

1221 Avenida Acaso, Unit I
Camarillo, California
93012
United States



Billed To
Joe Rodriguez
City of Oxnard

Estimate Date
09/10/2019

Estimate Number
0000442

Description	Rate	Qty	Line Total
Police Motor Cycles	\$185.00	3	\$555.00
Fabrication and Installation	+Sales Tax		
Cut-out and layout			
Police stripe across both sides tank			
City Seal decal both sides			
City logo on both sides of seat compartment			
Vehicle number on rear			
	Subtotal		555.00
	Sales Tax (7.75%)		43.01
	Estimate Total (USD)		\$598.01

Estimate



2159 Palma Drive, Unit A
 Ventura, CA 93003
 (805) 658-0430
 (805) 658-0661 Fax

Date	Estimate #
10/31/2019	1783

Name / Address
City of Oxnard 305 West Third Street Oxnard, CA 93030

Project

Description	Qty	Cost	Total
Vinyl lettering for BMW motorcycles	3	145.00	435.00
Install of lettering	3	110.00	330.00
Subtotal			\$765.00
Sales Tax (7.75%)			\$33.71
Total			\$798.71



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076
 (855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

September 3, 2019

Bill Birch
 City of Oxnard
 305 W Third St
 Oxnard, Ca 93030

Delivery Via Email

Dear Mr. Birch,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Oxnard, new/unused 2020 Ford Transit Cargo Van (W9C) T-350 148" Med Roof 9500 GVWR RWD responding to your requirement with the attached specifications for \$38,221.00 plus, Upfit, State Sales Tax, and \$8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 120716-NAF.

Selling Price	38,221.00
Upfit Jail Van	25,874.37
Sub Total	64,095.37
Sales Tax 7.75%	4,967.39
Tire Tax	8.75
Delivery	250.00
Total	69,321.51

Terms are net 30 days.
 Delivery 110-150 Days ARO

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard
 National Law Enforcement Sales Manager
 National Auto Fleet Group
 Wondries Fleet Group
 626-457-5590 O
 714-264-1867 C
 626-380-1174 F
Buzzard5150@gmail.com



WEST COAST LIGHTS & SIRENS, INC.

601 COLUMBIA AVENUE
UNIT "B"
RIVERSIDE, CA 92507

Phone # 9517799257 trish@wcls.us
Fax # 951-779-9256 WCLS.US

**PROPOSAL**

Date	Estimate #
5/7/2019	8792

Name / Address
CITY OF OXNARD FLEET SERVICES 1060 PACIFIC AVE., BLDG. 2 OXNARD, CA 93030 ATTN: JOE RODRIGUEZ

PROJECT PO

Item	Description	Qty	Cost	Total
75.00/HOUR PT-F06-120-3	>>TO INSTALL THE FOLLOWING IN A FOR TRANSIT VAN<< >>END USER OXNARD<< >> INSTALL DEPARTMENT RADIO LABOR 2015-16 FORD TRANSIT MID ROOF 60" HIGH 148 "	49 1	75.00 13,950.00	3,675.00 13,950.00T
PT-A-904	PRISONER INSERT >>PT-A-203 SIDE STEP INCLUDED >>PT-A-103 REAR STEP INCLUDED SOUND DEADENING MATERIAL FOR THE 2015 FORD TRANSIT	1	917.42	917.42T
PT-A-906	2015 FORD TRANSIT PRISONER TRANSPORT INSERT, UNDER BENCH STORAGE	1	447.66	447.66T
PT-A-503	A/C VENT ADAPTER	1	437.20	437.20T
PT-A-604	4 CAMERA VIDEO SYSTEM	1	2,184.00	2,184.00T
PT-A-608	PRISONER TRANSPORT DIGITAL RECORDER KIT	1	2,016.88	2,016.88T
JOB MATERIALS	MISC. PARTS, WIRE, ZIP TIES, CLAMPS, FASTENERS, RELAYS, ETC.	1	125.00	125.00T
JOB MATERIALS FABRICATED	PLYWOOD FOR UNDER INSERT FABRICATION- FILLER PANELS FOR PASSENGER SIDE AND REAR OF VAN	1 1	195.00 375.00	195.00T 375.00T
SHIPPING	SHIPPING OF HAVIS PRODUCTS	1	1,162.72	1,162.72
90-201	BOSCH 75 AMP RELAY	1	23.27	23.27T
MPS1200U-AA	MICROPULSE 1200 ULTRA (AMBER/AMBER) REAR DOORS	2	93.61	187.22T
5025B	FUSE BLOCK STBLADE 6 CIRC W/GRND/CVR	1	22.68	22.68T
7185B	70 AMP CIRCUIT BREAKER	1	26.32	26.32T

Subtotal**Sales Tax (7.75%)****Total**

WEST COAST LIGHTS & SIRENS, INC.

601 COLUMBIA AVENUE
UNIT "B"
RIVERSIDE, CA 92507

Phone # 9517799257 trish@wcls.us
Fax # 951-779-9256 WCLS.US

**PROPOSAL**

Date	Estimate #
5/7/2019	8792

Name / Address
CITY OF OXNARD FLEET SERVICES 1060 PACIFIC AVE., BLDG. 2 OXNARD, CA 93030 ATTN: JOE RODRIGUEZ

PROJECT PO

Item	Description	Qty	Cost	Total
U-CBB-BK	UNIVERSAL CIRCUIT BREAKER BRACKET FROM BK CUSTOMS	1	12.00	12.00T
JOB MATERIALS	MISC. PARTS, WIRE, ZIP TIES, CLAMPS, FASTENERS, RELAYS, ETC.	1	65.00	65.00T
JOB MATERIALS	FORD DOOR GAM GROMMET FOR TRANSIT VAN(CK4Z*18C618*A)	1	52.00	52.00T

PROPOSAL IS VALID FOR 30 DAYS

CALIFORNIA CERTIFIED SMALL BUSINESS #49878

NOTE: SALES TAX WILL BE CHARGED ON ANY INSTALLATION LABOR ON A VEHICLE WITH 500 MILES OR LESS PER NEW CALIFORNIA STATE BOE REGULATIONS.

Subtotal	\$25,874.37
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Sales Tax (7.75%)

Total

Vehicle: [Fleet] 2020 Ford Transit Cargo Van (W9C) T-350 148" Med Rf 9500 GVWR RWD

Image Not Available

Wondries Fleet Group / National Auto Fleet Group

Prepared By:

Kevin Buzzard
Wondries Fleet Group / National Auto Fleet Group
626-457-5590 OFC
Buzzard5150@gmail.com

Vehicle: [Fleet] 2020 Ford Transit Cargo Van (W9C) T-350 148" Med Rf 9500 GVWR RWD ( Complete)

Selected Model and Options

MODEL

CODE	MODEL
W9C	2020 Ford Transit Cargo Van T-350 148" Med Rf 9500 GVWR RWD

COLORS

CODE	DESCRIPTION
YZ	Oxford White

OPTION PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
101A	Order Code 101A	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
153	Front License Plate Bracket	0.00 lbs	0.00 lbs
15C	Front Black Wheel Well Liners	0.00 lbs	0.00 lbs
17B	Fixed Rear & Passenger-Side Cargo Door Glass -inc: Rearview Mirror	7.00 lbs	13.00 lbs
545	Short-Arm Manual-Folding Heated Pwr Adjust Mirrors -inc: turn signals	0.00 lbs	0.00 lbs
55D	Front Fog Lamps -inc: Auxiliary lamps that are generally integrated into the front fascia and designed to help illuminate the roadway during poor visibility	0.00 lbs	0.00 lbs
57N	Rear-Window Defroster	-1.00 lbs	3.00 lbs
64H	Wheels: 16" Steel w/Full Silver Cover	3.00 lbs	3.00 lbs
68J	Extended Length Running Boards -inc: Covers the A-B pillar driver-side and A-C pillar passenger-side	0.00 lbs	0.00 lbs
85D	Dual-Note Horn	0.00 lbs	0.00 lbs
92E	Privacy Glass -inc: Provides protection of vehicle occupant(s) and occupant personal belongings, The glass also provides occupant comfort by helping to reduce vehicle cool-down time, Rear-Window Defroster	0.00 lbs	0.00 lbs

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Vehicle: [Fleet] 2020 Ford Transit Cargo Van (W9C) T-350 148" Med Rf 9500 GVWR RWD (✔ Complete)

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
425	50-State Emissions System -inc: Standard equipment on all non-FFV vehicles including the 3.5L EcoBoost V6 and 2.0L EcoBlue Bi-Turbo I4 Diesel engines, Required for 3.5L PFDi V6 engine shipped to California emission state dealers (CA, CT, DE, MA, MD, ME, NJ, NY, OR, PA, RI, VT, WA), Optional for 3.5L PFDi V6 engines shipped to cross border state dealers (AZ, DC, ID, NH, NV, OH, VA, WV) and Fleet orders	0.00 lbs	0.00 lbs
63X	Single AGM Battery (70 Amp-hr)	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
43R	Reverse Sensing System -inc: Front Fog Lamps Auxiliary lamps that are generally integrated into the front fascia and designed to help illuminate the roadway during poor visibility	0.00 lbs	0.00 lbs
57G	Driver Controlled Front/Rear Aux A/C & Heater -inc: Heat is distributed from rear of front-passenger seat, A/C is distributed from the rear of van	19.00 lbs	7.00 lbs
86F	2 Additional Keys (4 Total) -inc: key fobs	0.00 lbs	0.00 lbs
94A	Side Sensing System -inc: Works similar to the reverse sensing system, as it sounds a tone when the vehicle gets close to surrounding vehicles and other objects, Reverse Sensing System, Front Fog Lamps Auxiliary lamps that are generally integrated into the front fascia and designed to help illuminate the roadway during poor visibility	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - ENTERTAINMENT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
584	Radio: AM/FM Stereo w/HD/SiriusXM/SYNC 3/Nav -inc: Bluetooth, audio input jack, dual USB ports, a 8" colored multi-function touch screen and 4 speakers (front), SYNC 3 Communications & Entertainment System, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack	0.00 lbs	0.00 lbs

SEATING ARRANGEMENT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
21G	Dark Palazzo Gray Vinyl Bucket Seats -inc: 2-way manual driver seat, 2-way manual passenger seat and driver armrest (STD)	0.00 lbs	0.00 lbs

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
44U	Transmission: 10-Spd Automatic w/OD & SelectShift -inc: auxiliary transmission oil cooler (STD)	0.00 lbs	0.00 lbs

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Vehicle: [Fleet] 2020 Ford Transit Cargo Van (W9C) T-350 148" Med Rf 9500 GVWR RWD ( Complete)

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
99G	Engine: 3.5L EcoBoost V6 -inc: auto start-stop technology, Single AGM Battery (70 Amp-hr)	81.00 lbs	-7.00 lbs

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
VK	Dark Palazzo, Vinyl Front Bucket Seats	0.00 lbs	0.00 lbs

AXLE RATIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
X73	3.73 Axle Ratio (STD)	0.00 lbs	0.00 lbs

PRIMARY PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
YZ	Oxford White	0.00 lbs	0.00 lbs

Options Total	109.00 lbs	19.00 lbs
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Vehicle: [Fleet] 2020 Ford Transit Cargo Van (W9C) T-350 148" Med Rf 9500 GVWR RWD ( Complete)

Standard Equipment

Mechanical

Engine: 3.5L PFDi V6 Flex-Fuel -inc: port injection (STD)
Transmission: 10-Spd Automatic w/OD & SelectShift -inc: auxiliary transmission oil cooler (STD)
3.73 Axle Ratio (STD)
Rear-Wheel Drive
70-Amp/Hr Maintenance-Free Battery w/Run Down Protection
250 Amp Alternator
GVWR: 9,500 lbs
Front Anti-Roll Bar
Electric Power-Assist Steering
25.1 Gal. Fuel Tank
Single Stainless Steel Exhaust
Strut Front Suspension w/Coil Springs
Leaf Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist and Hill Hold Control

Exterior

Wheels: 16" Silver Steel w/Black Hubcap
Tires: 235/65R16C 121/119 R AS BSW
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Black Front Bumper
Black Rear Bumper w/1 Tow Hook
Black Bodyside Cladding and Black Wheel Well Trim
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Side Mirrors w/Convex Spotter and Manual Folding
Short-Arm Manual-Folding Power Adjust Mirrors
Light Tinted Glass
Variable Intermittent Wipers
Fully Galvanized Steel Panels
Black Grille

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Vehicle: [Fleet] 2020 Ford Transit Cargo Van (W9C) T-350 148" Med Rf 9500 GVWR RWD (✔ Complete)

Exterior

Sliding Rear Passenger Side Door
Split Swing-Out Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Aero-Composite Halogen Auto High-Beam Headlamps
Laminated Glass

Entertainment

Radio w/Seek-Scan, Clock, Steering Wheel Controls and External Memory Control
Radio: AM/FM Stereo -inc: Bluetooth, dual USB ports, a 4.0" multi-function display and 4 speakers (front)
Streaming Audio
Fixed Antenna
4 Speakers
Bluetooth Wireless Phone Connectivity
1 LCD Monitor In The Front

Interior

Dark Palazzo Gray Vinyl Bucket Seats -inc: 2-way manual driver seat, 2-way manual passenger seat and driver armrest (STD)
Driver Seat
Passenger Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer and Trip Odometer
FordPass Connect 4G LTE WiFi Mobile Hotspot Internet Access
Front Cupholder
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Manual Air Conditioning
Locking Glove Box
Driver Foot Rest
Interior Trim -inc: Metal-Look Instrument Panel Insert
Front Cloth Headliner
Urethane Gear Shift Knob
Vinyl Front Bucket Seats
Partial Floor Console w/Storage, Full Overhead Console w/Storage and 2 12V DC Power Outlets
Front Map Lights

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Vehicle: [Fleet] 2020 Ford Transit Cargo Van (W9C) T-350 148" Med Rf 9500 GVWR RWD ( Complete)

Interior

Fade-To-Off Interior Lighting
Front Only Vinyl/Rubber Floor Covering
Cargo Space Lights
Instrument Panel Bin, Driver And Passenger Door Bins
Power 1st Row Windows w/Driver 1-Touch Down
Power Door Locks w/Autolock Feature
Analog Display
Manual Adjustable Front Head Restraints
Securilock Anti-Theft Ignition (pats) Engine Immobilizer
2 12V DC Power Outlets

Safety-Mechanical

Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Emergency Sps
Ford Co-Pilot360 - Pre-Collision Assist with Automatic Emergency Braking (AEB)
Ford Co-Pilot360 - Lane-Keeping Assist Lane Departure Warning
Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
Safety Canopy System Curtain 1st Row Airbags
Airbag Occupancy Sensor
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners
Back-Up Camera

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000

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Vehicle: [Fleet] 2020 Ford Transit Cargo Van (W9C) T-350 148" Med Rf 9500 GVWR RWD ( Complete)

Window Sticker

SUMMARY

[Fleet] 2020 Ford Transit Cargo Van (W9C) T-350 148" Med Rf 9500 GVWR RWD

Interior: Dark Palazzo, Vinyl Front Bucket Seats

Exterior 1: Oxford White

Exterior 2: No color has been selected.

Engine: 3.5L EcoBoost V6

Transmission: 10-Spd Automatic w/OD & SelectShift

OPTIONS

CODE	MODEL	MSRP
W9C 	[Fleet] 2020 Ford Transit Cargo Van (W9C) T-350 148" Med Rf 9500 GVWR RWD	
	OPTIONS	
101A	Order Code 101A	\$0.00
153	Front License Plate Bracket	\$0.00
15C	Front Black Wheel Well Liners	
17B	Fixed Rear & Passenger-Side Cargo Door Glass	
21G	Dark Palazzo Gray Vinyl Bucket Seats	\$0.00
425 	50-State Emissions System	\$0.00
43R	Reverse Sensing System	Inc.
44U	Transmission: 10-Spd Automatic w/OD & SelectShift	\$0.00
545	Short-Arm Manual-Folding Heated Pwr Adjust Mirrors	
55D	Front Fog Lamps	Inc.
57G	Driver Controlled Front/Rear Aux A/C & Heater	
57N	Rear-Window Defroster	Inc.
584	Radio: AM/FM Stereo w/HD/SiriusXM/SYNC 3/Nav	
63X	Single AGM Battery (70 Amp-hr)	Inc.
64H	Wheels: 16" Steel w/Full Silver Cover	
68J	Extended Length Running Boards	
85D	Dual-Note Horn	
86F	2 Additional Keys (4 Total)	
92E	Privacy Glass	

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 9157, Data updated Sep 1, 2019 9:48:00 PM PDT

Vehicle: [Fleet] 2020 Ford Transit Cargo Van (W9C) T-350 148" Med Rf 9500 GVWR RWD ( Complete)

94A	Side Sensing System		
99G	Engine: 3.5L EcoBoost V6		
VK	Dark Palazzo, Vinyl Front Bucket Seats		\$0.00
X73	3.73 Axle Ratio	Inc.	
YZ	Oxford White		\$0.00
	SUBTOTAL		
	Adjustments Total		\$0.00
	Destination Charge		
	TOTAL PRICE		

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

September 19, 2019

Bill Birch
City of Oxnard
305 W Third St
Oxnard, Ca 93030

Delivery Via Email

Dear Mr. Rodriguez,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Oxnard, new/unused 2020 Ford F-150 Super Crew (W1E) XL 4X4 W/5.5' Pick Up Bed responding to your requirement with the attached specifications for \$32,957.00 plus Upfit, State Sales Tax, and \$8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 120716-NAF.

Selling Price	32,957.00
Upfit (Westcoast)	8,048.62
Lift Gate	4,033.00 (Inc, back up camera-rear sensor relocation and hitch relocation, 1,300 lbs.)
Sub Total	45,038.62
Sales Tax 7.75%	3,490.49
Tire Tax	8.75
Delivery	250.00
Total	48,787.86

Terms are net 30 days.

Delivery 110-150 Days ARO

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard
National Law Enforcement Sales Manager
National Auto Fleet Group
Wondries Fleet Group
626-457-5590 O
714-264-1867 C
626-380-1174 F
Buzzard5150@gmail.com



WEST COAST LIGHTS & SIRENS, INC.

601 COLUMBIA AVENUE
UNIT "B"
RIVERSIDE, CA 92507

Phone # 9517799257

trish@wcls.us

Fax # 951-779-9256

WCLS.US

**PROPOSAL**

Date	Estimate #
9/11/2019	9236

Name / Address
CITY OF OXNARD FLEET SERVICES 1060 PACIFIC AVE., BLDG. 2 OXNARD, CA 93030 ATTN: JOE RODRIGUEZ

PROJECT PO

Item	Description	Qty	Cost	Total
	>> INSTALL THE FOLLOWING EQUIPMENT IN 2019 FORD F-150 TRUCK			
75.00/HOUR	LABOR	35	75.00	2,625.00
SIFZS-1485205365	SPLIT ILS RW/BW 2015+ F-150	1	858.00	858.00T
ES100C	ES100C SPEAKER W/O BRACKET	1	159.71	159.71T
ESB-U	KIT, UNIVERSAL BAIL BRACKET, ALL VEHICLES	1	21.84	21.84T
SSP3000B	SMART SIREN PLATINUM	1	758.00	758.00T
TEC23B	MIC EXTENSION CABLE FOR SSP3000B	1	10.00	10.00T
FHL-CHG	FLASHER, HEADLIGHT	1	49.19	49.19T
CNSM8R-00003	REAR CN SIGNAL MASTER	1	566.93	566.93T
FABRICATED	FABRICATION-CUSTOM MOUNTS FOR REAR CN	1	170.00	170.00T
MPS600U-BR	6-LED LIGHthead, (BLUE/RED)	2	65.00	130.00T
	MICROPULSE ULTRA (GRILL LIGHTS)			
MPSM6-LB	FEDERAL SIGNAL SINGLE L-BRACKETS	2	8.58	17.16T
PKG-PSM-385	FORD F-150 PASSENGER SIDE MOUNT PACKAGE	1	445.14	445.14T
SHIPPING	SHIPPING	1	45.00	45.00
416900-RB	DUAL CORNER LED LIGHT HEAD W/IN-LINE FLASHER, RED/BLUE	2	59.80	119.60T
7189B	150 AMP BREAKER	1	26.32	26.32T
U-CBB-BK	UNIVERSAL CIRCUIT BREAKER BRACKET FROM BK CUSTOMS	1	12.00	12.00T
5032B	FUSE BLOCK STBLADE DUAL 12 W/ GROUND/COVER	1	40.86	40.86T
7601B	140 A TIME DELAY RELAY (TDR), TOP HAT REPLACEMENT	1	96.53	96.53T
FABRICATED	FABRICATION- ELECT. BOARD UNDER REAR SEAT W/ METAL COVER	1	195.00	195.00T

Subtotal**Sales Tax (7.75%)****Total**

WEST COAST LIGHTS & SIRENS, INC.

601 COLUMBIA AVENUE
UNIT "B"
RIVERSIDE, CA 92507

Phone # 9517799257 trish@wcls.us
Fax # 951-779-9256 WCLS.US

**PROPOSAL**

Date	Estimate #
9/11/2019	9236

Name / Address
CITY OF OXNARD FLEET SERVICES 1060 PACIFIC AVE., BLDG. 2 OXNARD, CA 93030 ATTN: JOE RODRIGUEZ

PROJECT PO

Item	Description	Qty	Cost	Total
FABRICATED	FABRICATION-IF NEED TO MOUNT RADIO HEAD IN STOCK CENTER CONSOLE	1	142.50	142.50T
1K0574FDT15F150P...	SINGLE PRISONER TRANSPORT PARTITION, LOWER EXTENSION PANEL INCLUDED, STOCK SEATS ONLY, 2015 FORD F150	1	770.41	770.41T
SC-917-D-5-5	RAPID-ADJUST UNIVERSAL DUAL GUN RACK W/TWO NEW SC-6XL LOCKS	1	441.46	441.46T
FABRICATED	FABRICATION-MOUNTS FOR RAPID ADJUST TO INSTALL ON SINGLE CELL PARTITION	1	142.50	142.50T
MB8U	3/4" HOLE NMO STYLE BRASS MT W/17" RG58U & NO CONNECTOR	1	10.47	10.47T
JOB MATERIALS	MISC. PARTS, WIRE, ZIP TIES, CLAMPS, FASTENERS, RELAYS, FOOT SWITCH FOR GUN RELEASE, ETC.	1	195.00	195.00T

PROPOSAL IS VALID FOR 30 DAYS

CALIFORNIA CERTIFIED SMALL BUSINESS #49878

NOTE: SALES TAX WILL BE CHARGED ON ANY INSTALLATION LABOR ON A VEHICLE WITH 500 MILES OR LESS PER NEW CALIFORNIA STATE BOE REGULATIONS.

Subtotal	\$8,048.62
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Sales Tax (7.75%)

Total

Vehicle: [Fleet] 2020 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box



Wondries Fleet Group / National Auto Fleet Group

Prepared By:

Kevin Buzzard
Wondries Fleet Group / National Auto Fleet Group
626-457-5590 OFC
Buzzard5150@gmail.com

Vehicle: [Fleet] 2020 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box (✔ Complete)

Selected Model and Options

MODEL	
CODE	MODEL
W1E	2020 Ford F-150 XL 4WD SuperCrew 5.5' Box

COLORS	
CODE	DESCRIPTION
YZ	Oxford White

ADDITIONAL EQUIPMENT - MECHANICAL			
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
422	California Emissions System -inc: Required code for California Emissions States registration, Optional code for Cross Border State dealers (Arizona, District of Columbia, Idaho, New Hampshire, Nevada, Ohio, Virginia and West Virginia)	0.00 lbs	0.00 lbs
53B	Class IV Trailer Hitch Receiver -inc: towing capability up to TBD on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD on 3.5L EcoBoost engine (994), 3.5L EcoBoost High Output engine (99G) and 5.0L V8 engine (995), smart trailer tow connector and 4-pin/7-pin wiring harness	0.00 lbs	0.00 lbs
67T	Integrated Trailer Brake Controller	0.00 lbs	0.00 lbs
93N	Dealer Order For California States Registration -inc: Federal Emissions state dealers ordering a California Emissions system (422) are also required to use order code 93N to attest that the vehicle is to be registered in a California Emissions state, Note: It is a violation of federal law for a Federal Emissions state dealer to sell a vehicle w/a California Emissions system for registration in a Federal Emissions state, unless the vehicle also meets EPA standards (i.e, 50-state emissions)	0.00 lbs	0.00 lbs
—	GVWR: 7,000 lbs Payload Package	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - EXTERIOR			
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
153	Front License Plate Bracket -inc: Standard in states requiring 2 license plates, optional to all others	0.00 lbs	0.00 lbs
96W	Tough Bed Spray-In Bedliner	0.00 lbs	0.00 lbs

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Vehicle: [Fleet] 2020 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box (✔ Complete)

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
53C	Max Trailer Tow Package -inc: max towing capability up to TBD and upgraded rear bumper, Auxiliary Transmission Oil Cooler, Integrated Trailer Brake Controller, Electronic Locking w/3.55 Axle Ratio, Class IV Trailer Hitch Receiver, towing capability up to TBD on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD on 3.5L EcoBoost engine (994), 3.5L EcoBoost High Output engine (99G) and 5.0L V8 engine (995), smart trailer tow connector and 4-pin/7-pin wiring harness, Extended Range 36 Gallon Fuel Tank, Engine Oil Cooler, Upgraded Front Stabilizer Bar	12.00 lbs	14.00 lbs
85A	XL Power Equipment Group -inc: Power Door Locks, flip key and integrated key transmitter keyless-entry (includes Autolock), MyKey, Power Glass Sideview Mirrors w/Black Skull Caps, manual-folding, Power Front & Rear Windows, Power Tailgate Lock, Illuminated Entry, Perimeter Alarm *GROSS*	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
76R	Reverse Sensing System	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
—	XL Power Equipment Group savings *DISCOUNT*	0.00 lbs	0.00 lbs

OPTION PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
100A	Equipment Group 100A Base	0.00 lbs	0.00 lbs

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
44G	Transmission: Electronic 10-Speed Automatic -inc: selectable drive modes: normal/tow-haul/snow-wet/EcoSelect/sport	0.00 lbs	0.00 lbs

WHEELS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
64C	Wheels: 17" Silver Steel (STD)	0.00 lbs	0.00 lbs

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Vehicle: [Fleet] 2020 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box (✔ Complete)

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
994	Engine: 3.5L V6 EcoBoost -inc: auto start-stop technology, GVWR: 7,000 lbs Payload Package, 3.31 Axle Ratio	92.00 lbs	36.00 lbs

TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
T7C	Tires: LT245/70R17E BSW A/T	28.00 lbs	28.00 lbs

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
WG	Dark Earth Gray, Cloth 40/Console/40 Front-Seats -inc: flow-through console, steering column-mounted shift and 2nd outlet in console when ordered w/110V/400W outlet (91V)	0.00 lbs	0.00 lbs

AXLE RATIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
XL9	Electronic Locking w/3.55 Axle Ratio	0.00 lbs	0.00 lbs

PRIMARY PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
YZ	Oxford White	0.00 lbs	0.00 lbs
Options Total		132.00 lbs	78.00 lbs

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Vehicle: [Fleet] 2020 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box ( Complete)

Standard Equipment

Mechanical

Engine: 3.3L V6 PFDI -inc: auto start-stop technology and flex-fuel capability (STD)
Transmission: Electronic 6-Speed Automatic -inc: selectable drive modes: normal/tow-haul/sport (STD)
3.73 Axle Ratio (STD)
Transmission w/SelectShift Sequential Shift Control
Electronic Transfer Case
Part-Time Four-Wheel Drive
70-Amp/Hr 610CCA Maintenance-Free Battery w/Run Down Protection
200 Amp Alternator
Towing Equipment -inc: Trailer Sway Control
Trailer Wiring Harness
1680lbs. Maximum Payload
GVWR: 6,500 lbs Payload Package
Gas-Pressurized Shock Absorbers
Front Anti-Roll Bar
Electric Power-Assist Speed-Sensing Steering
Single Stainless Steel Exhaust
26 Gal. Fuel Tank
Auto Locking Hubs
Double Wishbone Front Suspension w/Coil Springs
Leaf Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake

Exterior

Wheels: 17" Silver Steel (STD)
Tires: P265/70R17 OWL A/T (STD)
Regular Box Style
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Black Rear Step Bumper
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks

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Vehicle: [Fleet] 2020 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box ( Complete)

Exterior

Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Manual Side Mirrors w/Convex Spotter and Manual Folding
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Black Grille
Tailgate Rear Cargo Access
Manual Tailgate/Rear Door Lock
Autolamp Fully Automatic Aero-Composite Halogen Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light

Entertainment

Radio w/Seek-Scan
Radio: AM/FM Stereo w/6 Speakers -inc: auxiliary audio input jack (not available w/SYNC)
Fixed Antenna
2 LCD Monitors In The Front

Interior

Cloth 40/20/40 Front Seat -inc: 2-way manual driver/passenger adjustment and armrest
4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp and Trip Odometer
Manual Rear Windows
Front Cupholder
Rear Cupholder
Compass
Manual Air Conditioning
HVAC -inc: Underseat Ducts
Glove Box

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Vehicle: [Fleet] 2020 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box ( Complete)

Interior

Interior Trim -inc: Cabback Insulator and Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shift Knob
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
3 12V DC Power Outlets
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Pickup Cargo Box Lights
Instrument Panel Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins
Manual 1st Row Windows
Outside Temp Gauge
Analog Display
Front Center Armrest
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Securilock Anti-Theft Ignition (pats) Engine Immobilizer

Safety-Mechanical

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Ford Co-Pilot360 - Pre-Collision Assist with Automatic Emergency Braking (AEB)
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Airbag Occupancy Sensor
Safety Canopy System Curtain 1st And 2nd Row Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Rear Child Safety Locks
Dynamic Hitch Assist Back-Up Camera

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Vehicle: [Fleet] 2020 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box ( Complete)

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000

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Vehicle: [Fleet] 2020 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2020 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box

Interior: Dark Earth Gray, Cloth 40/Console/40 Front-Seats

Exterior 1: Oxford White

Exterior 2: No color has been selected.

Engine: 3.5L V6 EcoBoost

Transmission: Electronic 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
W1E	[Fleet] 2020 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box	
	OPTIONS	
100A	Equipment Group 100A Base	\$0.00
153	Front License Plate Bracket	\$0.00
422	California Emissions System	\$0.00
44G	Transmission: Electronic 10-Speed Automatic	\$0.00
53B	Class IV Trailer Hitch Receiver	Inc.
53C	Max Trailer Tow Package	
64C	Wheels: 17" Silver Steel	\$0.00
67T	Integrated Trailer Brake Controller	Inc.
76R	Reverse Sensing System	
85A	XL Power Equipment Group	
93N	Dealer Order For California States Registration	\$0.00
96W	Tough Bed Spray-In Bedliner	
994	Engine: 3.5L V6 EcoBoost	
T7C	Tires: LT245/70R17E BSW A/T	
WG	Dark Earth Gray, Cloth 40/Console/40 Front-Seats	
XL9	Electronic Locking w/3.55 Axle Ratio	\$0.00
YZ	Oxford White	\$0.00
—	GVWR: 7,000 lbs Payload Package	Inc.
—	XL Power Equipment Group savings	

SUBTOTAL

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Vehicle: [Fleet] 2020 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box ( Complete)

Adjustments Total

Destination Charge

TOTAL PRICE

FUEL ECONOMY

Est City:17 (Est) MPG

Est Highway:23 (Est) MPG

Est Highway Cruising Range:828.00 mi

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Kenwood U.S.A. Corporation
NASPO Contract 06913

**Telcom Inc**

411 Lombard Street, Unit D
Oxnard, CA 93030
(805) 981-8011f

NASPO Price Quotation

dhines@ptelcom.com

TO: Oxnard Police Department	ATTENTION: Commander Denise Shadinger
251 South "C" Street	PHONE: 805-385-7619
Oxnard, CA 93030	FAX:
	E-Mail: denise.shadinger@oxnardpd.org

DATE	QUOTED BY	DELIVERY	F.O.B. POINT	TERMS
11/18/2019	Dale Hines	Prepaid Surface Delivery	Destination	2% 30/Net 31 Days

QTY	MODEL NUMBER	DESCRIPTION	NET PRICE	EXTENSION
12	NX-5700BK	VHF 136-174 MHz Analog/Digital Mobile, 1024 Ch, 50 Watts (Transceiver only)	\$504.00	\$6,048.00
12	5BM	Single Deck, Single Basic Control Head, Single Speaker Remote Mount Kit Includes: KCH-19M, KRK-14HM, KRK-15BM, KCT-71M2, KCT-23M3, KMB-33M, KMC-35	\$392.18	\$4,706.10
12	KCT-46	Ignition Sense Cable	\$9.59	\$115.08
12	L-5029	Labor Code Package Configuration	\$75.00	\$900.00
1	Tax	Tax Rate of 7.75%		\$912.11
Prices Reflect 30% Discount Off List Prices				
Per NASPO Contract				

TOTAL: \$12,681.29

Kenwood Dealer Name:

Telcom, Inc

Dealer Number 639825

Quotation by: Dale Hines, Telcom, Inc.



ITEM #K-8

PCS Mobile
1200 West Mississippi Avenue
Denver, CO 80223

Phone: 1-800-517-9583
Fax: 303-346-4274
Web: www.pcsmobile.com

CITY OF OXNARD
300 W. Third Street, Suite 302
Oxnard, CA 93030
US
805-200-5347

Proposal Description:

Here is the quote you requested.

SALESPERSON	CONTACT	DATE	DOCUMENT NUMBER
Brock Zylstra	Ken Austin	9/18/2019	GRMQ4959
FOB	PAYMENT TERMS	QUOTE PRICES EFFECTIVE UNTIL	
Origin	Net 30	10/18/2019	

QTY	DESCRIPTION	PART NUMBER	UNIT PRICE	TOTAL PRICE
7	Panasonic Toughbook 14" Touchscreen Notebook - 1920 x 1080 - Core i5 i5-7300U - 8 GB RAM - 256 GB SSD - Windows 10 Pro - Intel HD Graphics 620 - In-plane Switching (IPS) Technology - Bluetooth - 10 Hour Battery Run Time - 4G	CF-54J2-06VM	\$2,393.00	\$16,751.00
7	4th and 5th years Public Safety Service	CF-SVCPSY5	\$526.00	\$3,682.00
			SUBTOTAL	\$20,433.00
			SALES TAX	\$0.00
			TOTAL	\$20,433.00

The attached Terms of Sale are an integral part of this quote. In order for this quote to be effective, the attached Terms of Sale must be agreed to and signed.

Terms of Sale

Please read these Terms of Sale (the “Terms of Sale”) carefully. The submittal of any purchase order by the customer (“Buyer”), referred to in the attached quote, to Portable Computer Systems, Inc., dba: PCS Mobile (“PCS” or “Seller”) indicates acceptance of these terms and conditions. Except where indicated otherwise, these terms and conditions shall supersede any subsequent terms or conditions included with any purchase order. PCS reserves the right to make changes to these terms and conditions at any time. In the event that there is any conflict or inconsistency between these Terms of Sale and any other terms of sale or use that appear on the PCS website (the “Website Terms”), these Terms of Sale will govern.

1. Acceptance of Order

Buyer’s placement of an order does not necessarily ensure that we will accept the Buyer’s order. We reserve the right to refuse any order in our sole discretion. In addition, before accepting Buyer’s order, we may require additional information if Buyer has not provided all of the information required by Seller to complete Buyer’s order. Once a properly completed order is received, authorization of Buyer’s form of payment is received and we have accepted Buyer’s order, we will promptly place Buyer’s order in line for shipment.

Once an order has been accepted by PCS, it cannot typically be cancelled. If an order cancellation request is received and accepted by PCS prior to product shipment, a 15% cancellation fee will apply.

2. Pricing and Availability

All prices for products (and the associated costs of shipping and tax) are shown in U.S. dollars. All items are subject to availability and we reserve the right to impose quantity limits on any order, to reject all or part of an order, and to discontinue products without notice, even if Buyer has already placed an order. All prices are subject to change without notice, and Buyer agrees that taxes may be adjusted from the amount shown on this quote. Several factors may cause this, such as variances between processor programs and changes in tax rates.

3. Payment Terms

Buyer shall provide all financial information reasonably requested by PCS from time to time for the purpose of establishing or continuing Buyer’s credit limit. Buyer agrees that PCS shall have the right to decline or extend credit to Buyer and to require that the applicable purchase price be paid prior to shipment. PCS shall have the right from time to time, without notice, to change or revoke Buyer’s credit limit on the basis of changes in PCS’s credit policies or Buyer’s financial condition and/or payment record.

If credit terms are not available to the Buyer, pre-payment may be made by ACH (EFT), Wire Transfer or company check (7 – 10 days to clear). PCS currently accepts Visa, MasterCard, American Express and Discover as forms of credit card payment. By submitting Buyer’s order and selecting to use a credit card as a form of payment, Buyer represents and warrants that Buyer is authorized to use the designated credit card and authorizes Seller to charge Buyer’s order (including taxes, shipping and handling) to that card. If the card cannot be verified, is invalid, or is otherwise not acceptable, Buyer’s order may be suspended or cancelled automatically. All credit card orders are subject to a 4% service charge. PCS further reserves the right, in its sole discretion, to request partial payment from Buyer, prior to processing Buyer’s order.

Buyer shall not deduct any amounts from any PCS invoice without PCS’s express written approval, which approval shall be contingent upon Buyer providing all supporting documentation for such deduction as required by PCS. Any authorized deductions for returned Products must include Buyer’s customer tracking number and PCS’s Return Merchandise Authorization (“RMA”) number. Deductions received by PCS without advance notice will be denied.

If Buyer fails to make timely payment of any amount invoiced by PCS, PCS shall have the right, in addition to any and all other rights and remedies available to PCS at law or in equity, to immediately revoke any or all credit extended, to delay or cancel future deliveries and/or to reduce or cancel any or all quantity discounts extended to Buyer. Buyer shall pay all costs of collection including reasonable attorneys’ fees. A service charge of the greater of one and one-half percent (1 ½%) per month or the maximum amount allowed by law will be charged on all past due balances commencing on the date payment is due.

4. Shipping Terms and Policies

Delivery shall be made in accordance with Seller's shipping policy in effect on the date of shipment. Product title and risk of loss will transfer to Buyer upon PCS tendering the Product for delivery to the carrier (F.O.B. Origin). If Buyer requests special shipping or handling, including expedited shipment, third-party billing, or freight collect, Buyer shall be responsible filing claims with the carrier and all freight and handling costs. Buyer shall pay for any special routing, packing, handling or insurance requested by Buyer and agreed to by PCS. Orders shipped under special routing instructions must be separately agreed upon and may be subject to additional charges. PCS will not be subject to requirements of non-compliance programs of Buyer, including charges for product delays, missing/inaccurate shipping documents, labeling or product markings.

Buyer shall promptly notify Seller, no later than 30 days from invoice date, of any claimed shortages or rejection as to any delivery, with the exception of deliveries that reveal external shipping damage, which, in some instances, must be refused immediately upon delivery by the carrier. Such notice shall be in writing and shall be reasonably detailed stating the grounds for any such rejection. Failure to provide any such notice within such time shall be deemed an acceptance in full of any such delivery. Seller shall not be liable for any shipment delays that affect Seller or any of Seller's suppliers, including but not limited to delays caused by unavailability or shortages of Products from Seller's suppliers, natural disasters, acts of war or terrorism, acts or omissions of Buyer, fire, strike, riot, or governmental interference, unavailability or shortage of materials, labor, fuel or power through normal commercial channels at customary and reasonable rates, failure or destruction of plant or equipment arising from any cause whatsoever, or transportation failures.

5. Back Orders

If, for any reason, an item on Buyer's order is temporarily out of stock, PCS will endeavor to back order that item for Buyer. Items on back order will be charged when the items are actually shipped, along with applicable taxes and shipping charges.

6. Return Policy – all sales final

All sales are final, except where otherwise agreed upon by Buyer and PCS. Should PCS, in its sole discretion, allow Buyer to return an item, the following return policy applies for that return:

- a. In order for PCS to approve any product return, the product must not be opened or damaged, and in its original undamaged packaging. PCS will not accept "open box" returns.
- b. As PCS sells specific project based manufactured and configured computers, accessories and electronic devices, unopened box returns also may be denied. We cannot re-sell or return a computer that has been built to a customer's specifications.
- c. Any and all product returns must be approved by PCS, in PCS's sole discretion, and a Return Merchandise Authorization ("RMA") number must be issued.
- d. Approved returns must be made within 30 days of the delivery date.
- e. Approved returns will incur a 25% restocking fee.
- f. Returns must be received within 15 days of the RMA number issuance.
- g. The customer is responsible for all insurance and shipping charges associated with the return.
- h. All returns must be sent via UPS, Federal Express, or any other courier that provides a tracking number and proof of delivery.
- i. If the returned product does not meet the requirements stated above, the product will be sent back to the customer "freight collect".
- j. Once PCS has approved a return, Buyer's refund will be issued within 7 days, and Buyer will receive an email confirmation that Buyer's return is completed. Please note that, depending on Buyer's financial institution, it may take an additional 2-10 business days for the credit to post to Buyer's account.

7. Errors

PCS attempts to be as accurate as possible. However, PCS does not warrant that all product descriptions, photographs, pricing, or other information provided is accurate, complete, current, or error-free. In addition, all weights and size dimensions are approximate. If a product offered by PCS is not as described or pictured, Buyer's sole remedy is to return it in an undamaged unused condition for a refund, subject to the return policy herein. In the event of an error in an order confirmation, in processing an order, in delivering a product, or otherwise, we reserve the right to correct such error and revise Buyer's order accordingly, or to cancel the order and refund any amount charged. Buyer's sole remedy in the event of an error is, subject to the return policy herein, to cancel Buyer's order and obtain a refund.

8. Disclaimer of Warranty

PCS PROVIDES NO WARRANTY TO ITS CUSTOMERS FOR ANY PRODUCTS SOLD. PCS HEREBY DISCLAIMS AND EXCLUDES ALL WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, ACCEPTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, LOSS OF OR DAMAGE TO DATA, LACK OF VIRUSES OR FREE FROM VIRUS OR MALWARE ATTACK, SECURITY, PERFORMANCE, LACK OF NEGLIGENCE, WORKMANLIKE EFFORT, QUIET ENJOYMENT, THAT THE FUNCTIONS CONTAINED IN THE PRODUCT WILL MEET BUYER'S REQUIREMENTS, OR THAT DEFECTS IN THE PRODUCT WILL BE CORRECTED, OR THAT BUYER'S USE OF THE PRODUCT WILL GENERATE ACCURATE, RELIABLE, TIMELY RESULTS, INFORMATION, OR DATA. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY PCS, A DEALER, AGENT, OR AFFILIATE SHALL CREATE A WARRANTY. TO THE EXTENT WARRANTIES CANNOT BE DISCLAIMED OR EXCLUDED, THEY ARE LIMITED TO THE DURATION OF THE RELEVANT EXPRESS WARRANTY PERIOD.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PCS, ITS AFFILIATES, DEALERS, AGENTS OR SUPPLIERS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, LICENSORS AND ASSIGNS BE LIABLE FOR ANY DIRECT, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS OR REVENUE, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR LOSS OF ABILITY TO USE ANY THIRD PARTY PRODUCTS OR SERVICES, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER), REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE PRODUCT, EVEN IF PCS OR SUCH OTHER ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF PCS, ITS AFFILIATES, ASSOCIATES, DEALERS, AGENTS OR SUPPLIERS TO BUYER FOR ALL DAMAGES EXCEED THE PRICE BUYER PAID FOR THE PRODUCT. THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF ANY WARRANTY OR REMEDY PROVIDED FAILS OF ITS ESSENTIAL PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO BUYER.

IF ANY TERM IS HELD TO BE ILLEGAL OR UNENFORCEABLE, THE LEGALITY OR ENFORCEABILITY OF THE REMAINING TERMS SHALL NOT BE AFFECTED OR IMPAIRED.

9. Manufacturer's Warranty

Warranties may be available directly from select manufacturers. Manufacturer information is subject to change without notice. Not all manufacturers for products which we sell will offer manufacturers' warranties.

10. Privacy

Please refer to the PCS Privacy Statement, available at <https://PCS.com/privacy-policy>, for information about how PCS collects, uses, and discloses personal information from users of the site.

11. Dispute Resolution and Binding Arbitration

BUYER AND PCS AGREE TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT BUYER WOULD HAVE IF BUYER WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

Any claim, dispute, or controversy, whether in contract, tort or otherwise, whether pre-existing, present, or future, and including statutory, consumer protection, common law, intentional tort, injunctive, and equitable claims, between Buyer and either PCS, its agents, employees, successors, assigns, direct and indirect subsidiaries, or any third party providing any products or services to Buyer in connection with Buyer's purchase arising from or relating in any way to Buyer's purchase of products, these Terms of Sale, their interpretation, or the breach, termination, or validity thereof, the relationships which result from these Terms of Sale (including relationships with third parties who are not signatories to these Terms of Sale), PCS's advertising, or any related purchase, shall be resolved exclusively and finally by binding arbitration. The arbitrator shall have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision of the Terms of Sale is void, voidable, or otherwise invalid. The arbitration shall be administered by the American Arbitration Association (AAA) or JAMS (or a substitute forum if both are unavailable). Arbitration proceedings shall be governed by this provision and the applicable procedures of

the selected arbitration administrator, including any applicable procedures for consumer-related disputes, in effect at the time the claim is filed. Notwithstanding the foregoing, Buyer may assert claims in a small claims court if Buyer's claims qualify. The Federal Arbitration Act and federal arbitration law apply to these Terms of Sale.

Buyer agrees to an arbitration on an individual basis. In any dispute, NEITHER BUYER NOR PCS SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS, OR ARBITRATE OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER, OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. If any provision of this arbitration clause is found unenforceable, the unenforceable provision shall be severed and the remaining arbitration terms shall be enforced (but in no case shall there be a class arbitration).

The arbitrator shall be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) shall be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction. Information on AAA or JAMS and their applicable rules are available at the following numbers and URLs: American Arbitration Association, (800) 778-7879, www.adr.org; JAMS, (800) 352-5267, www.jamsadr.com.

12. Applicable Law and Jurisdiction

This Agreement will be governed by the substantive laws of the state of Arizona without giving effect to any choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Buyer is responsible for compliance with local laws, if and to the extent local laws are applicable. Both parties to this Agreement specifically agree to submit to the exclusive jurisdiction of, and venue in, the courts in Maricopa County, Arizona in any dispute arising out of or relating to this Agreement.

13. Export Controls

Certain PCS products may be subject to export controls imposed by the United States of America, and may not be exported or re-exported: (a) into (or to a national or resident of) any country to which the United States of America has placed an embargo, including without limitation, Cuba, Iran, Iraq, Libya, North Korea, Syria, Sudan, or Venezuela; (b) to everyone on the U.S. Treasury Department's Specially Designated Nationals list, or (c) the U.S. Commerce Department's Table of Denial Orders (collectively, the "Prohibited Countries"). By purchasing any PCS product, Buyer represents and warrants that Buyer is not located in any Prohibited Country, that Buyer is not under the control of any Prohibited Country, or that Buyer is not a national or resident of any Prohibited Country.

14. Severability

If any provision of these Terms of use shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Sale and shall not affect the validity and enforceability of any remaining provisions.

Agreed to by:

CITY OF OXNARD
300 W. Third Street, Suite 302
Oxnard, CA 93030
US

Printed Name: _____

Signature: _____

Title: _____

Date: _____

REQUEST FOR BUDGET APPROPRIATION ADJUSTMENT

Department: Police
 Project/Program _____
 Manager: Scott Whitney

Date: January 14, 2020
 Phone: 805-385-7872

Reason for Appropriation:

Re-appropriate 2018 Lease Purchase - B of A Line of Credit funding from Dispatch Consoles (Project MO2108) to Public Safety Vehicle Replacement (Project 202101)

Accounts and Descriptions**AMOUNT**

Fund: **LEASE PURCHASE (313)**

Expenditures/Transfers Out

PUBLIC SAFETY VEHICLE REPLACEMENT (Project 182101) ~	
313-2107-802.86-06 ~ CAPITAL OUTLAY / MACHINERY AND EQUIP NEW	(5,486) ~
DISPATCH CONSOLES (Project MO2108) ~	
313-2107-802.86-06 ~ CAPITAL OUTLAY / MACHINERY AND EQUIP NEW	(64,455) ~
ERP FINANCIAL (Project MO1601) ~	
313-1600-802.86-06 ~ CAPITAL OUTLAY / MACHINERY AND EQUIP NEW	(364,500) ~
PUBLIC SAFETY VEHICLE REPLACEMENT (Project 202101)	
313-21XX-802.86-06 CAPITAL OUTLAY / MACHINERY AND EQUIP NEW	541,893
Sub-total Expenditures	107,452

Net Change to Fund Balance	(107,452) ~
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Fund: **RIVERPARK CFD#5 (Fund 174)**

Expenditures/Transfers Out

PUBLIC SAFETY VEHICLE REPLACEMENT (Project 202101)	
174-21xx-802.86-06 CAPITAL OUTLAY / MACHINERY AND EQUIP NEW	53,936
Sub-total Expenditures	53,936

Net Change to Fund Balance	(53,936) ~
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Net Appropriation Change	161,388
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Approvals

Department Director _____

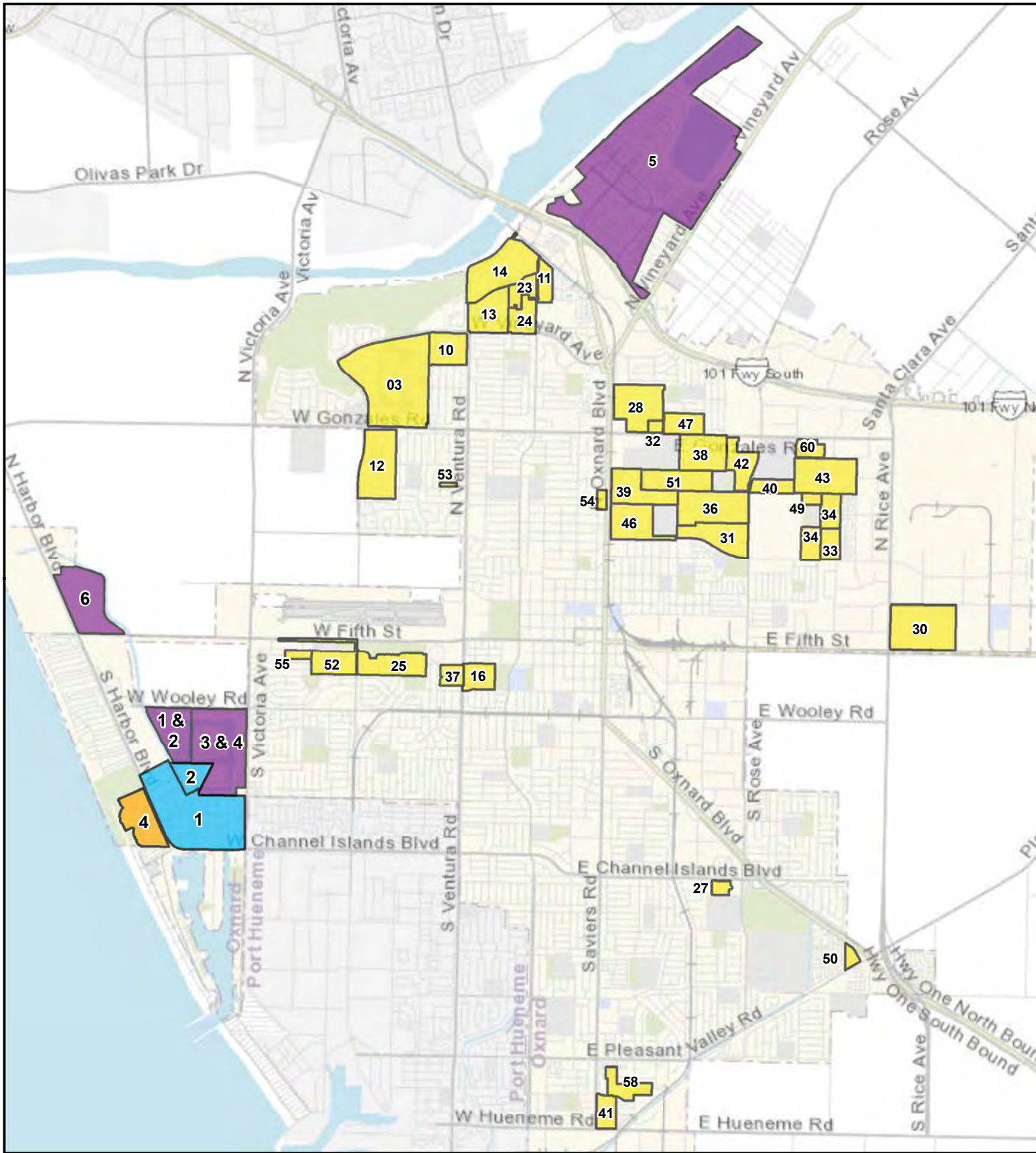
Chief Financial Officer _____

City Manager _____

Community Facilities Districts	
2 - Westport	5 - Riverpark
4 - Seabridge	
Landscape Maintenance Districts	
3 - RiverRidge	38 - Aldea Del Mar
10 - Country Club	39 - El Sueno Promesa
11 - St. Tropaz	39 - DR Horton
12 - Standard Pacific	40 - Cantada
14 - California Cove	41 - Pacific Cove
16 - California Lighthouse	42 - Cantabria/Coronado
13 - Le Village	43 - Greenbelt
23 - Greystone	46 - Daily Ranch
24 - Vineyards	47 - Sycamore Place
25 - The Pointe	49 - Cameron Ranch
27 - Rose Island	50 - PV Senior Housing
28 - Harborside	51 - Pfeiler
30 - HAAS Automation	52 - Wingfield
31 - Rancho De La Rosa	53 - Huff Court
32 - Oak Park	54 - Meadow Crest
33 - El Paseo	55 - Wingfield West
34 - Sunrise Pt/Sunset Cove	58 - Westwind
36 - Villa Sta Cruz/Villa Carmel	60 - Artisan
37 - Pacific Breeze	
Maintenance Assessment District	
4 - Mandalay Bay/Beach Main	
Waterway Assessment Districts	
Zone 1 - Mandalay Bay	Zone 2 - Harbor Island

CITY OF OXNARD ASSESSMENT DISTRICTS

ITEM #K-8



- | | |
|---|--|
| Maintenance Assessment District (District No.) | Community Facilities District (District No.) |
| Waterway Assessment District (Zone No.) | Landscape Maintenance District (District No.) |





**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.9.**

DATE: February 4, 2020

TO: City Council

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

SUBJECT: Award Trade Services Agreement A-8129 to Quinn Company for Department-wide Maintenance of Generators and Heavy Equipment.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a three (3) year Trade Services Agreement A-8129 with Quinn Company for the maintenance of department generators and heavy equipment, for an amount not to exceed \$610,083.33. (Public Works and Transportation Committee approved 3-0)

BACKGROUND

The Environmental Resources (ER), Facilities, Water and Wastewater (WW) divisions use the following equipment for the daily operations:

- Skid steers
- Generators
- Hoist
- Forklifts
- Wheel loaders

DISCUSSION

Between 2016 and 2019, Sourcewell, a nationwide cooperative, conducted competitive solicitations for the equipment used by the aforementioned department's divisions. Sourcewell selected the most responsive bidders based on their ability to meet the service criteria in the solicitations. The results were three (3) national cooperative agreements that include maintenance, repair and rental services. Most of the maintenance is performed on-site with some occasional work having to be sent off-site. One brand, Multiquip/Isuzu generators, is a single source that can only be serviced by the vendor, Quinn Company, in Ventura County. Pricing is based on a published price list, discounted for public agencies to remain competitive.

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

Funding for Agreement A-8129 will be allocated as follows:

Division	Account	FY 19/20 (5 mo.)	FY 20/21	FY 21/22	FY 22/23 (7 mo.)	Total (3 YRS)
Water	601-6010-842.82-09	\$20,833.33	\$50,000	\$50,000	\$29,166.67	\$150,000
Wastewater	621-6205-842.82-09	\$20,833.33	\$50,000	\$50,000	\$29,166.67	\$150,000
ER	631-6313-843.81-21	\$10,416.67	\$25,000	\$25,000	\$14,583.33	\$294,583.33
	631-6301-842.82-09	\$20,833.33	\$50,000	\$50,000	\$29,166.67	
	631-6313-846.83-21	\$5,000	\$25,000	\$25,000	\$14,583.33	
Facilities	735-7401-853.82-09	\$3,500	\$4,000	\$4,000	\$4,000	\$15,500
TTL/FY		\$81,416.66	\$204,000	\$204,000	\$120,666.67	\$610,083.33

For Fiscal Years 20/21, 21/22 and 22/23, funding will be included in the operations budget for respective divisions.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on January 14, 2020 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Todd Housley, Environmental Resources Division Manager

ATTACHMENTS

1. Trade Services Agreement A-8129 (CA_VEN Sig)
2. Table 1 - Department Equipment Inventory
3. Quinn Co. Caterpillar Authorized Reseller Letter
4. Sourcewell Mitsubishi-CAT Forklift Contract #101816-MCF
5. Sourcewell Caterpillar Wheel Loader_Skid Steer Contract #032119-CAT
6. Sourcewell Caterpillar Generator Contract #120617-CAT
7. QPS Preventative Maintenance Schedule (MQ_Isuzu)



Public Works Department
Financial & Administration Services
305 West Third Street, East Wing, Third Floor
Oxnard, California 93030
Tel 805.385.8280

Re: Signature of Organization Authorized Officers

To Our Valued City Partner:

Attached is a draft of a City contract, amendment or other contractual document. Please have the requisite organization officers sign on the signature blocks of the signature page. Return the entire document in a format that is as legible and clear as possible. Blurred, marked or otherwise unreadable documents will not be accepted. Examples are photographs (.jpg images) of documents signed, rather than a Word or .pdf version, or crooked .pdf versions and documents with text cut off.

To expedite approval, especially if the document must receive City Council authorization, please submit the signed copy to the City as early as feasible. We appreciate your cooperation.

If you have any questions, please contact me at burris.debenning@cityofoxnard.org

Sincerely,

A handwritten signature in black ink, appearing to read "BD", written over a horizontal line.

Burriss DeBenning
Management Analyst II

Enclosures

Agreement No. A-8129

**AGREEMENT FOR TRADE SERVICES
COVER PAGE**

- (1) Agreement Start Date: _____, 2020
- (2) Vendor: Quinn Company
- (3) Services: Preventative Maintenance Checks and Services (PMCS) and unexpected repair services for Caterpillar and other brand name equipment authorized by manufacturers for Quinn to service.
- (4) Schedule of Services: On-Call/As Needed
- (5) Agreement Ending Date: 2/28/2023 (w/ 2 one-year options to extend)
- (6) Total Agreement Amount: \$610,083.33
- (7) City's Project Managers: Brian Yanez, Thien Ng
- (8) Vendor's Project Manager: Bill Craft
- (9) Insurance Coverage: INS-I
- (10) What wages are required for this Project?
- ☒ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
☐ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.
- (11) Addresses for Notice:
- | | |
|--|--|
| <p><i>FOR VENDOR:</i></p> <p>801 Del Norte Blvd.
Oxnard, CA 93030
Attn: Bill Craft, Branch Manager</p> | <p><i>FOR CITY:</i></p> <p>305 W. Third St. Third Floor
Oxnard, CA 93030
Attn: Burris DeBenning, Management Analyst II</p> |
|--|--|
- (12) Contact Emails:
- | | |
|--|---|
| <p><i>VENDOR'S PROJECT MANAGER:</i></p> <p>Bill Craft, Branch Manager
bcraft@quinncompany.com</p> | <p><i>CITY'S PROJECT MANAGERS:</i></p> <p>(1) Brian Yanez, Assistant Public Works Director
brian.yanez@oxnard.org
 (2) Thien Ng, Assistant Public Works Director
Thien.ng@oxnard.org</p> |
|--|---|

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

- | | |
|--|---|
| <p>☒ Exhibit A - Scope of Services</p> <p>☒ Exhibit B - Rates and Costs</p> <p>☐ Schedule of Services Exhibit</p> | <p>☒ Exhibit C - Living Wage Policy</p> <p>☐ Prevailing Wages Exhibit</p> <p>☒ Exhibit D - Insurance (INS-I)</p> |
|--|---|

Agreement No. A-8129

AGREEMENT FOR TRADE SERVICES

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

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

Agreement No. A-8129

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

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

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

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

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

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

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15. Hold Harmless, Defense and Indemnity.

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

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

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

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

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said

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Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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

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

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

18. Confidentiality of Information.

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

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

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Vendor and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Vendor shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Vendor. The parties acknowledge that Confidential Information is valuable and

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unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

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

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

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

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

a. If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than \$15.67 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2019, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1967 = 100,

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comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

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

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

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

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

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Vendor shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

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

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

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

29. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

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

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

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

33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

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

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

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

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

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

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

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

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

[Signatures on next page]

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

CITY OF OXNARD

QUINN COMPANY

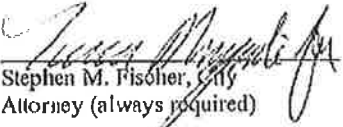
☒ Tim Flynn, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ [name], Buyer

 _____
 Spencer Quinn, Vice President² _____ Date _____
 _____ 1/8/2020
 Michelle Locke, CFO _____ Date

ATTEST:

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

APPROVED AS TO FORM:

 _____ 12-16-19
 Stephen M. Fischer, City Attorney (always required) _____ Date

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

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner. If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

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EXHIBIT A - SCOPE OF SERVICES**I. OVERVIEW/GENERAL REQUIREMENTS**

The City of Oxnard Public Works Department (City) owns forklifts, generators and heavy equipment in its Environmental Resources, Facilities, Water and Wastewater Divisions (see Table 1 attached hereto and incorporated herein for reference) that have been serviced by Quinn Company (Vendor) for many years. Quinn Company is the authorized distributor for the following brands: Caterpillar, Multiquip (MQ)-Isuzu, Mitsubishi and Olympian. Annually, this equipment requires Preventative Maintenance Checks and Services (PMCS) and unscheduled service and repairs to maintain regular operations. The purpose of this Agreement is to provide multi-year coverage, on an On-Call basis, for maintenance and services to existing equipment and new or used equipment that may be added to Table 1 (Inventory) during the course of the Agreement. PMCS for new equipment shall commence the day after the manufacturer's guarantee/warranty expires.³ In addition to maintenance, repairs and services, the Agreement will also include rental provisions and rates for equipment that may experience "down time," and will need service either on or off City premises, the latter being the Quinn Company facility, and as-needed parts and supplies.

Before each unplanned maintenance or service, not listed in Exhibit B (Costs and Rates) with a pre-determined price, Vendor shall provide the City with a service proposal. No unplanned services shall be permitted without the City's authorization of any proposal, and the City reserves the right to reject or negotiate any service proposal. It is incumbent upon the Vendor to offer the City hourly rates and supply prices that are fair, reasonable and best value. All proposals shall have costs divided into line items for estimates, labor and parts. Lump sum amounts are not acceptable. Removal and Repair (R & R) services must be approved by the City before the Vendor can issue the City an invoice. PMCS will not require proposals but will need to coordinate visits to City sites with division contacts listed below.

Unexpected maintenance and repairs shall be quoted on an as-needed basis but shall also be subject to the discount provisions of the relevant cooperative contracts referenced herein. Surprise equipment failure is an example of an unexpected repair. The Vendor will troubleshoot the cause and charge this on an hourly basis. When the cause has been determined, the Vendor will submit to the City a quotation for the required services.

For generators, Quinn Power Systems (division of Quinn Company) will provide on-call emergency service twenty-four (24) hours per day, seven (7) days per week, with a response of four (4) hours or less.

For immediate/urgent and direct access to City Points of Contact (POC) listed below in each division, Vendor may request City personnel business (non-personal) mobile phone numbers from POC's.

For regular or emergency service during normal working hours (7:30 AM to 4:00 PM, M – F), contact the following Vendor personnel/divisions:

- Customer Service – (800) 789-9774
- Quinn Power Systems (generators) Sales/Service Representative (Michael Murphy) – (562) 463-4753
- Quinn/Mitsubishi Caterpillar/Isuzu Lift (forklifts) Sales/Service Representative (Mike Reinhart) – (805) 207-4313
- Quinn Machine (heavy equipment/loaders/steers) Sales/Service Representative (Cliff McLaughlin) – (805) 485-2171
- Service Supervisor (Clifford Yamada) – (805) 278-8731
- Service Coordinator (Fernando Gonzales) – (805) 278-8724
- Quinn Rentals – (805) 604-0200
- After hours, weekends and holidays – (805) 485-2171

³ Orders for new (bought outright, financed or leased) equipment will be processed in separate agreements or purchase orders. This agreement is for maintenance and rental only. New equipment can be added to this agreement once the warranties have expired. To buy equipment, contact Allen Abramovitch at (805) 278-8706.

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II. SCOPE OF SERVICES

Environmental Resources Division (ER)

As needed PMCS, maintenance, repairs, parts and supplies and equipment rental for ER equipment listed in Table 1, located at the Del Norte Regional Recycling and Transfer Station (Del Norte), 111 S. Del Norte Blvd. Oxnard, CA 93030. PMCS rates are listed in Exhibit B – Rates and Costs, which is attached hereto and incorporated herein by reference. All orders/site visits shall be coordinated with the Materials Resources Facility (MRF) Manager, James Torrez, at (805) 200-2215 or james.torrez@oxnard.org.

See Attachments A and B for specific tasks performed for Forklift PMCS.

Facilities Division (Facilities)

As needed PMCS, maintenance, repairs, parts and supplies and equipment rental for Facilities generator listed in Table 1, located at the following City addresses:

*City of Oxnard Service Center
214 S. C St.
Oxnard, CA 93030*

PMCS for the one(1) generator will be Quinn Power Systems PM Level 2 (Annual Service-Major w/ Multi Point Inspection)⁴ that includes:

PM Level 1 (Multi Point Inspection) –

- One (1) visit per year
- Comprehensive detailed inspection of units
- Check/Adjust all fluid levels and pressures for correct operation
- Check and inspect air cleaner restriction gauge and air filter element
- Check primary source fuel tank for water with water finding paste
- Check Day Tank, Fuel Tank, Fuel line fittings for leaks
- Check cooling system hoses, caps, clamps for brittleness, leaks, cracks and weakness
- Check battery voltages, charging rates, fluids and specific gravities/ICV's
- Engine cranking batteries will be tested under start up load for voltage drop
- Block Heater elements and Inlet/outlet t-stats are checked for proper output and operation
- Engine Fan Drive and belts are inspected and adjusted for proper tension and condition
- Check Turbo Charger rotation/end play, if so equipped
- Check generator brushes for proper tension/setting as equipped
- Check and document Control Panel instruments for proper operation and values
- Grease bearings, fan shafts, linkages and equipment fittings as required
- Hot oil sample taken and submitted for analysis
- Test safety alarms and contacts
- Run unit under load for up to 15 minutes when authorized by City
- Submit report to City

PLUS the following add-on:

- Change crankcase oil, oil filter(s), fuel filter(s), water separator(s) as equipped
- Optional air filter (charged separately; Vendor will propose price if needed)

PMCS rates are in Exhibit B (Rates and Costs), which is attached hereto and incorporated herein by reference. All orders/site visits shall be coordinated with the Senior Facilities Maintenance Worker, David Hart, at (805) 200-2010 or david.hart@oxnard.org.

⁴ Quinn's PM Level 1 Multi Point Inspection plus the Level 2 add-on.

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Water Division (Water)

As needed PMCS, maintenance, repairs, parts and supplies and equipment rental for the City of Oxnard Water Treatment Campus (Water) equipment listed in Table I, located at 251 S. Hayes St. Oxnard, CA 93030. PMCS for the generators will be Quinn Power Systems PM Level 2 (Annual Service-Major w/ Multi Point Inspection)⁵ PMCS rates are in Exhibit B (Rates and Costs), which is attached hereto and incorporated herein by reference. All orders/site visits shall be coordinated with Water Chief Operator, Daniel Sanchez, at (805) 385-8377 or daniel.sanchez@oxnard.org, or, Water Distribution Operator II, Joe Camacho, at (805) 385-8377 or joe.camacho@oxnard.org.

Wastewater Division (OWTP)

As needed PMCS, maintenance, repairs, parts and supplies and equipment rental for the City of Oxnard Wastewater Treatment Plant (OWTP) equipment listed in Table I, located at 6001 Perkins Rd. Oxnard, CA 93033, and various lift stations located throughout the City. PMCS for the four (4) generators will be Quinn Power Systems PM Level 2 (Annual Service-Major w/ Multi Point Inspection)⁶ PMCS rates are in Exhibit B – Rates and Costs, which is attached hereto and incorporated herein by reference. All orders/site visits shall be coordinated with the Wastewater Infrastructure Manager, Jeffrey Miller at (805) 797-7604 or jeff.s.miller@oxnard.org, the Wastewater Maintenance Manager, Jeffrey Palacio at (805) 391-0793 or jeff.palacio@oxnard.org, or the Wastewater Operations Manager, Roberto Fuentes at (805) 797-7013 or roberto.fuentes@oxnard.org.

EQUIPMENT RENTAL

As needed, the City may require equipment rental of Wheel Loaders, Skid Steers, Forklifts, Generators, Engines and other related or ancillary equipment. For non-urgent, normal business hours, products will be ready for City pick-up or delivery to City location within four (4) hours of City order. Time is of the essence for emergency, late hours and/or weekend and holiday call-outs. Call-out minimum is four (4) hours. See Exhibit B – Rates and Costs for forklift rental charges.⁷

⁵ Explained above in Facilities scope and footnote 3.

⁶ Explained above in Facilities scope and footnote 3.

⁷ Rental charges are per the Sourcewell Cooperative Purchasing Contracts and terms referenced below.

Agreement No. A-8129

EXHIBIT B - RATES AND COSTS

Vendor shall provide all PMCS services according to the prices below for the duration of the three (3) year Agreement. Rate changes must be authorized by the City and mutually agreed upon by an amendment to the Agreement.

Some Time and Material and other Per Hour rates for repairs are listed below. These may only be preliminary costs in order to determine what repairs are needed. For unexpected equipment failures, actual repair prices will vary depending on equipment and requirements. All unexpected repair orders will be quoted by the Vendor on an individual task basis and approved by City staff before repairs commence.

DIVISION**Environmental Resources****1) Cooperative Purchasing Contracts (Sourcewell)**

Pricing levels for Caterpillar Skid Steers and Wheel Loaders have been established through a competitive solicitation process (Request for Bid) conducted by Sourcewell (cooperative procurement organization), under Contract # 032119-CAT (exp. 05/13/2023), and for Forklifts under Contract # 101816-MCF (exp. 12/15/2020).⁸

Contract 032119-CAT (Skid Steers and Wheel Loaders) guarantees that pricing will be at a discount off current suggested retail prices (SRP). Discounts are set by local dealerships/distributors. Per Sourcewell pricing terms for Contract 101816-MCF (Forklifts), local dealerships/distributors must discount prices but these will be customized for the participating agency based on product mix, volume discounts and market prices.

2) Rates**a. Skid Steers and Wheel Loaders**

MAKE	MODEL	TYPE	QUANTITY	LEVEL	RATE
Caterpillar	950K	Wheel loader	2	250 HR SVC	\$516.00
				500 HR SVC	\$1,201.00
				750 HR SVC	\$516.00
				1,000 HR SVC	\$1,644.00
				1,250 HR SVC	\$516.00
				1,500 HR SVC	\$1,201.00
				1,750 HR SVC	\$516.00
				2,000 HR SVC	\$2,838.00
Caterpillar	950G	Wheel loader	2	250 HR SVC	\$533.00
				500 HR SVC	\$1,230.00
				750 HR SVC	\$533.00
				1,000 HR SVC	\$1,614.00
				1,250 HR SVC	\$533.00
				1,500 HR SVC	\$1,220.00
				1,750 HR SVC	\$533.00
				2,000 HR SVC	\$2,599.00

⁸ For complete explanations of pricing and terms, visit Sourcewell web pages www.sourcewell-mn.gov/cooperative-purchasing/032119-cat/#tab-pricing OR www.sourcewell-mn.gov/cooperative-purchasing/101816-mcf/#tab-pricing.

Agreement No. A-8129

Caterpillar	914G	Wheel loader	1	250 HR SVC	\$420.00
				500 HR SVC	\$905.00
				750 HR SVC	\$420.00
				1,000 HR SVC	\$1,506.00
				1,250 HR SVC	\$420.00
				1,500 HR SVC	\$905.00
				1,750 HR SVC	\$420.00
				2,000 HR SVC	\$2,069.00
MAKE	MODEL	TYPE	QUANTITY	LEVEL	RATE
Caterpillar	262D	Skid Steer	2	250 HR SVC	\$368.00
				500 HR SVC	\$620.00
				750 HR SVC	\$368.00
				1,000 HR SVC	\$1,193.00
				1,250 HR SVC	\$368.00
				1,500 HR SVC	\$620.00
				1,750 HR SVC	\$368.00
				2,000 HR SVC	\$1,432.00

Travel time and mileage are additional. CAB, A/C and/or air filters are additional but changed only when needed. Two-thousand (2,000) Hour Service includes a machine condition report. Rates include Caterpillar oil and filters, oil samples, waste oil and filter disposal. Additional hard parts and machine work, if necessary, are not included in the rates. All cores are subject to inspection. Rates do not include Oxnard sales tax, if applicable.

b. Forklifts

MAKE	MODEL	TYPE	QUANTITY	OPTION 1 4X/YR	OPTION 2 Annual	OPTION 3 3X/YR, Annual
Caterpillar	2P5000	Forklift	2	\$250.00	\$1,795.00	\$2,545.00
Caterpillar	V40D	Forklift	1	\$250.00	\$1,795.00	\$2,545.00
Mitsubishi	FG25N5	Forklift	1	\$250.00	\$1,795.00	\$2,545.00

Forklift PMCS have the following flexible options:

OPTION ONE (1): Forklift PMCS will occur four (4) times per year at \$250.00 each (\$1,000 total) visit per lift. Service includes parts and labor. See Attachment A for Option 1 services.

OPTION TWO (2): Forklift PMCS will occur annually at \$1,795.00 per lift. See Attachment B for Option 2 services.

OPTION THREE (3): Forklift PMCS is three (3) Option One visits plus an Annual Service at \$2,545.00 per lift (\$250 x 3 + \$1,795.00).

Quinn Lift offers 24/7 service. Call outs after 5PM or on weekends will be at a four (4) hour minimum at the overtime rate of \$180.00 per hour.

Facilities

Quinn Power Systems PM Level 2 – Annual Service on Caterpillar generators listed below includes the following parts replacement: engine oil, oil filter(s) and fuel filter(s). Additional air filters are an additional cost.

MAKE	MODEL	QTY.	SVC. NAME	FREQUENCY	LABOR/Per	EST. PARTS/Per	TOTAL
Caterpillar	C9	1	PM Level 2	Annual	\$495.00	\$382.00	\$1,754.00

Agreement No. A-8129

Water

Quinn Power Systems PM Level 2 – Annual Service on Caterpillar generators listed below includes the following parts replacement: engine oil, oil filter(s), fuel filter(s), water separator filter(s) and air filter(s) as equipped.

MAKE	MODEL	QTY.	SVC. NAME	FREQUENCY	LABOR/Per	EST. PARTS/Per	TOTAL
Caterpillar	3508	2	PM Level 2	Annual	\$875.00	\$1,441.00	\$4,632.00
Caterpillar	3516	1	PM Level 2	Annual	\$1,188.00	\$3,151.00	\$4,339.00
NET TOTAL							\$8,971.00

Wastewater

Quinn Power Systems PM Level 2 – Annual Service on Caterpillar generators listed below includes the following parts replacement: engine oil, oil filter(s), fuel filter(s), water separator filter(s) and air filter(s) as equipped. Pricing for Multiquip (MQ) generators is pursuant to published competitive discount pricing offered to public agencies. Pricing for Caterpillar and Olympian generators is pursuant to Caterpillar, Inc. Sourcewell Cooperative Contract #120617-CAT (exp. 1/29/2022)⁹

MAKE	MODEL	QTY.	SVC. NAME	FREQUENCY	LABOR/Per	EST. PARTS/Per	TOTAL
Caterpillar	3208	2	PM Level 2	Annual	\$532.00	\$261.00	\$1,586.00
Caterpillar	3512	1	PM Level 2	Annual	\$1,066.00	\$1,928.00	\$2,954.00
Caterpillar	C15	1	PM Level 2	Annual	\$594.00	\$742.00	\$1,336.00
Caterpillar	G398	2	PM Level 2	Annual	\$1,075.00	\$1,751.00	\$5,652.00
MQ/Isuzu	BR-41HK1X	3	PM Level 2	Annual	\$532.00	\$312.00	\$2,532.00
Olympian	820PIS	1	PM Level 2	Annual	\$532.00	\$144.00	\$676.00
NET TOTAL							\$14,736.00

EQUIPMENT RENTAL

Rental pricing for Caterpillar equipment (except forklifts and generators), regardless of time unit (hour, day, week, etc.), is pursuant to Sourcewell Cooperative Contract #032119-CAT. ¹⁰ Pricing for Caterpillar forklifts is pursuant to Sourcewell Cooperative Contract # 101816-MCF. Pricing for Multiquip (MQ) generator rental is pursuant to published competitive discount pricing offered to public agencies. Pricing for Caterpillar and Olympian equipment rental is pursuant to Sourcewell Cooperative Contract #120617-CAT.

Forklift rental is \$75.00 per day, plus transport charges.

⁹ Overall pricing from published list price is discounted from 10 – 40%, with an average of 27%.

¹⁰ Discounts off MSRP vary from 3-30%, depending on availability and product category. Rental prices are guaranteed to be less than those offered to non-members/private sector.

Agreement No. A-8129

EXHIBIT C - LIVING WAGE POLICY

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

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

Agreement No. A-8129

Exhibit 1

Living Wage Policy

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

- A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than \$15.67 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.
- B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.
- D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

Agreement No. A-8129

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2019**

1. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than \$16.19 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2019, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Long Beach, Anaheim County area relating to all urban consumers (CPI-U) from April 2018 to April 2019. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

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

Agreement No. A-8129

EXHIBIT D - INSURANCE
Exhibit INS-1

**INSURANCE REQUIREMENTS FOR VENDORS
(WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS)**

1. Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the sale and delivery, installation or maintenance of products by vendor, its agents, representatives, or employees.

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

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

c. 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. Vendor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-1. 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):

3.

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

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

5. Vendor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of vendor; products and completed operations of vendor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-1 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).

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

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

Exhibit INS-I

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

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

Endorsement Forms

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

INS-I.doc

Exhibit INS-1

ACORD CERTIFICATE OF INSURANCE						ISSUE DATE (MM/DD/YY)
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
CODE SUB-CODE		COMPANIES AFFORDING INSURANCE COVERAGE				
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE				
		COMPANY LETTER B				
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTH	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☒ OCCUR ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE	\$1,000,000
					PRODUCTS COM/D/PAAG	\$1,000,000
					PERSONAL & ADV INJURY	\$1,000,000
					EACH OCCURRENCE	\$1,000,000
					FIRE DAMAGE (Any one fire)	\$
					MED. EXPENSE (Any one person)	\$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT	\$1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS	
					EACH ACCIDENT	\$1,000,000
					DISEASE-POLICY LIMIT	\$1,000,000
					DISEASE-EACH EMPLOYEE	\$1,000,000
A	OTHER					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS						
CERTIFICATE HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 - OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY ON ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE			

INS-1.doc

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**PW Department Quinn
Equipment Inventory**

DIVISION	MAKE	MODEL	TYPE	QTY	SPECIFICATIONS	SN#	LOCATION	NOTES
ITEM #K-9 Environmental Resources	Caterpillar	950K	Wheel Loader	1		R4A02474		
	Caterpillar	950K	Wheel Loader	1		R4A02489		
	Caterpillar	950G	Wheel Loader	1		3JW01124		
	Caterpillar	950G	Wheel Loader	1		3JW02874		
	Caterpillar	914G	Wheel Loader	1		9WMM02566		
	Caterpillar	262D	Skid Steer	1		0262KDTB01222	111 S. Del Norte Blvd., Oxnard, CA 93030	
	Caterpillar	262D	Skid Steer	1		0262KDTB01219		
	Caterpillar	2P5000	Forklift	1		AT3540411		
	Caterpillar	2P5000	Forklift	1		AT3540412		
	Mitsubishi	FG25N5	Forklift	1		AF17E02796		
			TOTAL	10				
Parks/Facilities					Engine Model - C9 Rated Kilowatts - 250 Rated Phase - Three Generator Rated Voltage - 480 KVA - 325 Amps - 301		Service Center - 214 S. C St., Oxnard, CA 93030	
	Caterpillar	1C5	Generator	1		S9L00986		see above
			TOTAL	1				
Wastewater	Caterpillar	3512B	Diesel Generator	1	1500KW, 2172 hp			
	Caterpillar	C15	Diesel Generator	1	400KW, 636 hp			
	Caterpillar	3208	Diesel Generator	1	175KW, 263 hp			
	Caterpillar	3208	Diesel Generator	1	150KW, 269 hp			
	Caterpillar	40VD	Forklift	1	Propane Operated			
	Caterpillar	G393	Engines	1	Natural Gas			
			TOTAL	6				
Water	Caterpillar	3508	North Generator	1	750KW, Fuel Tank Cap.: 3,000 (fill to 80%), shared w/ Gen. #2	23205549	251 S. Hayes Ave., BS#1 North Generator Bldg., Oxnard, CA 93030	
	Caterpillar	3508	North Generator	1	750KW, Fuel Tank Cap.: 3,000 (fill to 80%), shared w/ Gen. #1	23204422	251 S. Hayes Ave., BS#1 North Generator Bldg., Oxnard, CA 93030	
	Caterpillar	3516C	South Generator	1	2,000KW, Fuel Tank Cap.: 4,000 (fill to 80%)	SB100218	251 S. Hayes Ave., DS#1 South Generator Bldg., Oxnard, CA 93030	
			TOTAL	3				

Quinn Company

Post Office Box 226789
Los Angeles, California 90022-0489
562.463.4000 tel

August 23, 2018

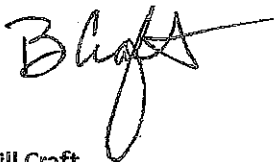
City of Oxnard – Del Norte Recycling
111 S. Del Norte Blvd
Oxnard, CA 93033

To whom it may Concern,

This letter is to confirm that Quinn Company is the only Caterpillar authorized provider of service and parts within Ventura & Santa Barbara Counties.

If you need any additional information please feel free to contact us.

Respectfully,



Bill Craft
Store Manager

Email: Steven.Rogers@MCFA.com Phone: 713-365-1785**Form C****EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**

Company Name: Mitsubishi Caterpillar Forklift America

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEP TS
Section 3.F. – 3.3.5/pg. 10	Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty.	Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better in accordance with <u>Proposer's Warranty Certificate submitted and incorporated as part of Vendor's proposal.</u>	Accepted.
Section 3.F. – 3.3.6/pg. 10	Additional Warrants: In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.	Additional Warrants: In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.	Accepted.
Section 5.L. – 5.51/pg. 17	Delivered products must be properly packaged. Damaged products may be rejected. If the damage is not readily apparent at the time of delivery, the Vendor must permit the products to be returned within a reasonable time at no cost to NJPA or NJPA Member.	Delivered products must be properly packaged. <u>Except as provided for herein,</u> damaged products may be rejected. If the damage is not readily apparent at the time of delivery, the Vendor must permit the products to be returned within a reasonable time <u>five (5) business days of NJPA's or NJPA Member's determination of any damage at no cost to NJPA or NJPA Member; provided that, Vendor is unable to timely repair or replace the damaged product.</u>	Accepted.
Section 5.L. – 5.54/pg. 18	Throughout the term of the Contract, Proposer agrees to pay for return shipment on products that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of the damaged products.	5.54 Throughout the term of the Contract, Proposer agrees to pay for return shipment on products that arrive in a defective or inoperable condition; <u>provided that, the NJPA Member has timely inspected and notified Proposer must arrange for the return shipment of the damaged products in accordance with Section 5.51 of any defects or inoperable conditions.</u>	Accepted.
Section 6.H. – 6.27/pg. 23	Nothing in this Contract restricts the Member and Vendor from agreeing to add terms or conditions to a purchase order or a separate contract provided that such terms or conditions must not be less favorable to NJPA's Members.	...must not be less favorable to NJPA's Members. <u>Notwithstanding the foregoing, in no event will Vendor be obligated to accept and fulfill a purchase order for the submitting NJPA Member that materially deviates from the terms and conditions set forth in this Contract.</u>	See below.



Section 7.A. Post-Award Operating Issues – 7.5/pg. 25	Performance Bond: Each Member has the final decision on purchase order continuation.	Each Member has the final decision on purchase order continuation <u>with respect to a lack of a required performance bond.</u>	Accepted.
Section 7.H. Contract Termination for Cause and Without Cause – 7.13/pg. 26	NJPA reserves the right to cancel all or any part of this Contract if the Vendor fails to fulfill any material obligation, term, or condition as described in the following procedure. Before any such termination for cause, the NJPA will provide written notice to the Vendor, an opportunity to respond, and a reasonable opportunity to cure the breach. The following are some examples of material breaches.	NJPA reserves the right to cancel all or any part of this Contract <u>for cause</u> if the Vendor fails <u>materially breaches this Contract for failing to</u> fulfill any material obligation, term, or condition as described in the following procedure. Before any such termination for cause, the NJPA will provide written notice to the Vendor, an opportunity to respond, and a reasonable opportunity <u>minimum of fourteen (14) days</u> (“Cure Period”) to cure the <u>material</u> breach. The following are some examples of material breaches.	Accepted with a 10 business day cure period.
Section 7.H. Contract Termination for Cause and Without Cause – 7.14/pg. 27	Upon receipt of the written notice of breach, the Vendor will have ten (10) business days to provide a satisfactory response to NJPA. If the Vendor fails to reasonably address all issues in the written notice, NJPA may terminate the Contract immediately.	Upon receipt of the written notice of the material breach, the Vendor will have ten (10) business days to provide a satisfactory response to NJPA <u>respond to the notice of breach with Vendor's proposed remediation or course of action.</u> If the Vendor fails to reasonably address all issues in the written notice <u>within the Cure Period</u> , NJPA may terminate the Contract immediately.	Accepted.
Section 7.H. – 7.19 (new section)	N/A	<u>7.19 Notwithstanding anything to the contrary herein, in no event will termination of this Contract by NJPA or the applicable NJPA Member negatively affect, diminish or modify any in-progress or existing purchase orders of Vendor solely as it relates to customized or non-standard Products.</u>	Accepted.
Section 8.B. General Terms and Conditions – Applicable Law – 8.11 (new section)	N/A	<u>No Liability for Consequential or Indirect Damages: NEITHER PARTY, NOR ITS REPRESENTATIVES, WILL BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, LOST PROFITS OR REVENUES, ARISING OUT OF RELATING TO ANY BREACH UNDER THIS CONTRACT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY THE AFFECTED PARTY OR COULD HAVE BEEN REASONABLY FORESEEN BY THE NON-AFFECTED PARTY REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.</u>	Accepted.
Section 8.C. General Terms and Conditions – Assignment of Contract – 8.11/pg. 28	No right or interest in this Contract may be assigned or transferred by the Vendor without prior written permission by the NJPA.	No right or interest in this Contract may be assigned or transferred by the Vendor without prior written permission by the NJPA <u>which shall not be unreasonably withheld, delayed or conditioned.</u>	Accepted.
Section 8.C. General Terms and Conditions –Assignment of	NJPA reserves the right to reject the acquiring entity as a Vendor.	NJPA reserves the right to reject the acquiring entity as a Vendor <u>if such acquiring entity fails to meet NJPA's creditworthiness standards.</u>	Rejected.

6.27: Neither NJPA, NJPA Members or Vendor may propose terms which materially deviate from the terms and conditions of the Contract.



**Contract Award
RFP #101816**

FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

FORKLIFTS, LIFT TRUCKS, AND RELATED MATERIAL HANDLING EQUIPMENT, ATTACHMENTS,
ACCESSORIES, AND SERVICES

In compliance with the Request for Proposal (RFP) for FORKLIFTS, LIFT TRUCKS, AND RELATED MATERIAL HANDLING EQUIPMENT, ATTACHMENTS, ACCESSORIES, AND SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Mitsubishi Caterpillar Forklift Date: 10-31-2016

Company Address: 2121 West Sam Houston Parkway North

City: Houston State: TX Zip: 77043

Contact Person: James Gully Title: General Manager

Authorized Signature:  (Name printed or typed)

FORM E

CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

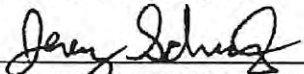
NJPA Contract #: 101816-MCF

Proposer's full legal name: Mitsubishi Caterpillar America Forklift Inc. (MCFA)

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be December 15, 2016 and will expire on December 15, 2020 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:


NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)


NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on December 15, 2016

NJPA Contract # 101816-MCF

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Mitsubishi Caterpillar Forklift America Inc.

Authorized Signatory's Title Director of Sales


VENDOR AUTHORIZED SIGNATURE


(NAME PRINTED OR TYPED)

Executed on 14th Dec, 2016

NJPA Contract # 101816-MCF

Form F**PROPOSER ASSURANCE OF COMPLIANCE****Proposal Affidavit Signature Page****PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Mitsubishi Caterpillar Forklifts America

Address: 2121 West Sam Houston Parkway North

City/State/Zip: Houston, TX 77043

Telephone Number: 713-365-1000

E-mail Address: _____

Authorized Signature: James Bully

Authorized Name (printed): James Bully

Title: General Manager

Date: 10-31-2014

Notarized

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____

Form P**PROPOSER QUESTIONNAIRE****Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions**

Proposer Name: Mitsubishi Caterpillar Forklift America (MCFA)

Questionnaire completed by: Steven Rogers and Victor Salcedo

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)? Net 30 days
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Yes, through our financing partner DLL Commercial Finance. They will conduct a financial assessment and, based on the results, will provide appropriate financing options.

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

Your assigned Dealer and Dealer Representative (Dealer Rep) will work with the local NJPA customer to conduct an application survey to determine the proper material handling equipment for the facility. Your Dealer Rep will prepare a quote for NJPA's customer utilizing our CRM system, which is used to manage all of our quoting and quote-to-order activity. All quotes accepted by the customer will electronically convert from our CRM system into our Manufacturing ERP system as initiated by your Dealer Rep. This step will include final verification of all specs within the quote with prior to placing the order on the factory. NJPA's customer will also have an assigned MCFA Account Coordinator (AC) who will ascertain the factory order acknowledgement and associated Committed Ship Date (CSD) from our factory and communicate this information back to you and the Dealer rep as well.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Because the equipment will be purchased through our MCFA dealers, we will defer this question to our independent dealers. Each dealer has various financing options, but these options vary.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

- Do your warranties cover all products, parts, and labor?

Warranty statements are available online at www.mcfadealers.com and also attached to this file. MCFA will reimburse the servicing dealer for reasonable labor performed in fulfilling MCFA warranty obligations during the period specified in the warranty statement. New lift trucks purchased by the user are covered by MCFA warranty.

The warranty period is a single total period, and the warranty commitment is fulfilled by making repairs or replacements within that period. The standard lift truck warranty period for new MCFA product is outlined in the appropriate warranty statement for each model or brand. The warranty period starts with the warranty start date as indicated on the delivery report. MCFA warrants that each new lift truck sold by MCFA shall be free from defects in material and workmanship.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

Complete warranty statement attached. In general this warranty requires proper and timely maintenance and periodic inspections of the lift truck as indicated in the operators's manual furnished with the lift truck.

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

Yes, 1.5 hour travel time for U.S. and Canadian customers.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs?

MCFA has dealers and certified technicians throughout North America. In very remote locations, there may be local arrangements regarding partnership with another dealer, etc. MCFA can be contacted for more clarification on a case-by-case basis.

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

MCFA is the manufacturer.

- 6) Describe any service contract options for the items included in your proposal.

There are various service contracts available from our MCFA dealers. Because rates vary by region, it would be best for the NJPA member to contact their local MCFA dealer for more details.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

MCFA can nationally and globally offer NJPA the broadest line of material handling equipment across all five ITA classes of product under the Cat lift truck, Mitsubishi forklift and Jungheinrich brands of equipment. In addition to traditional forklift equipment, we also manufacture and globally provide multiple types of automated guided vehicles for a wide array of applications within manufacturing and distribution operations.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Pricing addendum attached.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Pricing addendum attached.

- 10) The pricing offered in this proposal is

- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- _____ **X** c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- _____ d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.

High volume discounts (10+ units) may be available as a joint offer between MCFA and our MCFA dealer. Because the price range of our products vary so greatly, we will discuss each opportunity with our MCFA dealer on a case-by-case basis.

12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.

MCFA can offer Custom Shop Modification (CSM) options on most of our products. Because the range of custom options are so many, and because some customers have very specific requirements, we handle such requests on a case-by-case basis through our MCFA dealers. Our dealer will submit a request to confirm that the item can be installed on the truck without issue. After that, a quote will be generated based on the amount of engineering, labor, materials, and other factors needed to cover such costs plus a small business markup of the item(s) being quoted.

13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Factory freight, local transportation, and dealer preparation are not included in these costs, as these costs vary by distance, regional labor costs, etc. Please

14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

A MCFA flat rate pricing matrix is included for your review.

15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

MCFA uses a flat rate matrix based on region and forklift capacity.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

(None)

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

MCFA will be monitoring sales to NJPA members via a regular internal audit process. Dealers will utilize a code that will enable them to sell the unit with special discounting to the NJPA member. On a monthly basis MCFA will conduct the audit within our system to identify these sales. The revenue of these sales will be provided to NJPA per the contract (quarterly basis), and paid in a timely manner according to the contract terms.

18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

1.5% of equipment unit sales revenue (excluding freight, taxes, or other non-revenue fees) of the first 50 units sold through the program. After 50 units, we will increase the amount to 2% of equipment units sales revenue (excluding

freight, taxes, and other non-revenue fees). This graduated percentage is an incentive for all parties to promote and make the program a success ahead of the next term contract opportunity.

Industry-Specific Questions

- 19) What is your US market share for the solutions you are proposing in this response? What is your Canadian market share, if any?

MCFA's market share is 12% to 15% in North America including Canada.

- 20) What is the average operating cost per hour of an electric truck operating inside a warehouse?

Average cost is \$1.10 per hour

- 21) What is the average operating cost per hour of an engine-powered truck operating in an outside yard setting?

Average cost is \$1.75 per hour

- 22) Do you provide preventive, periodic or full maintenance plans/programs for the solutions you are proposing in this response? If so, provide a recommended service & maintenance agreement for a periodic/preventive and/or full maintenance plan. What are recommended service intervals?

Maintenance services available include: Time and Material, Planned Maintenance Basic (flat rate labor only), Planned Maintenance Comprehensive (one amount to include labor, materials and environmental fees), Full Maintenance (all planned and un-planned maintenance less avoidable damage, tires, forks and seats), Complete Maintenance (all planned and un-planned maintenance including avoidable damage, tires, forks and seats less sentinel and persistent events) , These programs are executed via MCFA's dealer network supplying consistent performance to every customer location. Our products have a 500 hour recommended service interval.

- 23) Identify any additional costs not included in the cost of the equipment, such as pre-delivery or installation inspections.

Pre-delivery and installation is not included in the price as these costs vary by regional labor costs. Pre-delivery cost (with no truck modifications made after being built at our factory) is usually a nominal fee and usually does not exceed 2% of equipment cost.

For installation costs, some of our more sophisticated (but extremely efficient and productive) warehouse models may require specialized site survey(s), guidance-related installations, etc. Facility floor condition may also be a factor that can affect cost. The local MCFA dealer can explain more about how these costs may relate to a particular model being quoted.

- 24) Describe any training and/or certification programs related to this proposal, such as OSHA training, safety training, or technician certification.

The MCFA dealer network has over 7,500 trained service technicians and are measured on their ability to maintain a 90% or better first time fix on service calls. MCFA's Service technicians are required to complete 12 hours of service training on our e-Learning Management System [this is tracked] prior to any instructor led classes.

Depending upon the product [IC/Electric/Both], they are required to pass [2] 3-4 day instructor led classes to reach the basic level. Once the basic level is attained, there are [3] levels of certification which require an addition 2-3 instructor led classes. Once certified, they are required to complete X hours [depending upon product/skill level] on eLMS system as well as a minimum as X instructor led classes [depending upon product/skill level] annually to maintain the certification.

- 25) Is your warranty program handled directly, or does it require a pass through to another manufacturer?

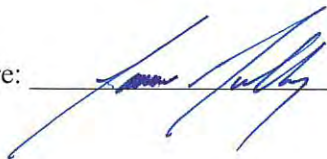
Directly.

- 26) What is your parts order fill rate?

MCFA maintains a 98% fill rate on emergency orders and the majority of our dealers maintain parts fill from inventory in the 90-95% completion.

Signature: _____

Date: 10/31/2016

A handwritten signature in blue ink, consisting of several stylized, overlapping strokes, positioned above the signature line.

Form C**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**Company Name: Caterpillar Inc.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS
8.11 / page 29	Assignment of Contract	Notwithstanding the Terms of Section 8.11, Caterpillar shall be permitted to subcontract certain of its duties to Cat dealers for performance. *	Sourcewell accepts
Section Q / page 32	Provisions for non-federal entity procurements under federal awards or other awards; airport improvement program provisions	Section Q shall be deleted in its entirety. However, Caterpillar Dealers will review individual transactions that may implicate certain provisions within section Q on a case by case basis as required. *	Sourcewell accepts

*Please see page 2 of this form for comments regarding this exception request.

Proposer's Signature: Tate L RedpathDate: 3/13/19**Sourcewell's clarification on exceptions listed above:**

Form C**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST****Caterpillar Comments on Exception Requests:****Exception to 8.11**

Because we rely on our dealer network to work closely with customers to execute the terms of this agreement, we want to clarify that we may subcontract these obligations to them. This is how we are operating today to the satisfaction of all involved and we intend for this strong, close, and effective relationship to continue.

Exception to Section Q

In many situations we will be willing to comply to these terms. However, it is impossible to provide a blanket acceptance as each transaction is unique. For example, the Buy American provision referenced in 8.43 will be acceptable for some products and not for others depending on the source of production. By looking at each transaction individually we can ensure careful consideration. It is our desire to earn this business and when we are able to comply we will honor the terms specific to the transaction.

Contract Award
RFP #032019

FORM D

Formal Offering of Proposal
 (To be completed only by the Proposer)

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

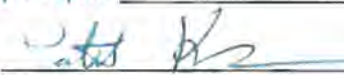
Company Name: Caterpillar Inc. Date: 3/6/19

Company Address: 100 NE Adams Street

City: Peoria State: IL Zip: 61629

CAGE Code/DUNS: 11083/944204924

Contact Person: Patty Redpath Title: Governmental Account Manager

Authorized Signature:  Patrick Kearns
 (Name printed or typed)

FORM E**CONTRACT ACCEPTANCE AND AWARD**

(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 032119-CAT

Proposer's full legal name: Caterpillar Inc.

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 13, 2019 and will expire on May 13, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:

SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:

SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on May 10, 2019

Sourcewell Contract # 032119-CAT

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Caterpillar Inc

Authorized Signatory's Title North American Industry Manager

VENDOR AUTHORIZED SIGNATURE

(NAME PRINTED OR TYPED)

Executed on May 10, 2019

Sourcewell Contract # 032119-CAT

**Form F****PROPOSER ASSURANCE OF COMPLIANCE****Proposal Affidavit Signature Page****PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Caterpillar Inc.

Address: 100 NE Adams Street

City/State/Zip: Peoria, IL 61629

Telephone Number: 309-675-1000

E-mail Address: Cat_Governmental@cat.com

Authorized Signature: *Patrick Keane*

Authorized Name (printed): Patrick Keane

Title: North America Industry Manager

Date: 3/6/19

Notarized



Subscribed and sworn to before me this 6th day of March, 20 19

Notary Public in and for the County of Peoria State of Illinois

My commission expires: February 2, 2020

Signature: *Jody R. McKenzie*

**Form P****PROPOSER QUESTIONNAIRE****Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions**

Proposer Name: _____ Caterpillar Inc. _____

Questionnaire completed by: _____ Patty Redpath _____

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?

Our dealers accept payment from members and their terms may vary. The most common term is net 30.

- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Yes. We offer both leasing and financing options to governmental members of Sourcewell at rates lower than available to the general public.

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.

Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members:

- 1) When a member decides to purchase a new Cat machine, they simply include their Sourcewell member number on the Purchase Order they issue to the Cat dealer.
- 2) The Cat dealer then accepts the PO, issues the invoice, accepts payment, and delivers the machine.
- 3) After the machine has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claim with Caterpillar.
- 4) At month end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administration fee.

Important Note: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement/PA should be executed between the member and the Cat dealer directly.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?

Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

- Do your warranties cover all products, parts, and labor?

Yes. Caterpillar has the most extensive warranty coverage in the industry. We cover all products, parts, and labor with fewer exclusions than our competitors. Please see **Attachment D** for details.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

We do not impose usage restrictions. We are pleased to say that our warranties cover defects in material and workmanship for the time specified in the policy when the equipment is used as per design intent.

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

The Caterpillar warranties cover the cost of replacement parts and the labor to install them, they do not cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?

We have no restrictions on warranty repairs. One of our key differentiating strengths is our ability to service equipment regardless of where it is located.

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

Warranty service for on machines ordered from a Caterpillar facility is generally provided by Caterpillar and performed by Cat dealers. Some items, such as tires, are covered under their manufacturers' warranties.

- What are your proposed exchange and return programs and policies?

We warrant that upon delivery our products will be free from defects in material and workmanship and will operate as intended. If they are not, we will make any necessary corrections.

- 6) Describe any service contract options for the items included in your proposal.

We have a large variety of service contract options which can all be customized according to customer needs. Below are just two examples. More solutions are available, and we encourage members and dealers to explore all options.

1) Equipment Protection Plans (Extended Service Coverage/Cat Insurance)

After the initial warranty period ends, members may choose to purchase additional protection plans to reduce their exposure to unplanned costs. These policies are written based on months and hours of operation. There are four standard levels of coverage:

- a) Powertrain
- b) Powertrain + Hydraulics

- c) Powertrain + Hydraulics + Technology
- d) Premier

A description of all these options is included in **Attachment E**.

Important note: The purchase price for these Extended Service Coverage plans is lower for governmental agencies than it is for private buyers.

2) Customer Service Agreements (CSAs)

A member may choose to enter into an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member needs.

The selling Cat dealer can take responsibility for some or all the required service and maintenance needs to allow the agency to gain efficiency by focusing on the performance demands more than maintenance. CSAs are a useful tool to manage expenses. Most CSAs are bundled at the time of purchase; however, they may be added at any time.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

We are offering the new machine and work tool product lines as set forth in this proposal. This includes nearly 200 machine choices and more than 200 types of work tools.

In addition to new machines and work tools, we are happy to offer members access to rental machines, used machines, parts, service, extended service coverage plans, CSAs, products from Cat Safety Services, sourced goods, and open market items.

We understand that each member's needs will vary, and we are proud to supply a complete solution from the industry's largest product line.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Our pricing model is simple. We offer a deep discount off the current machine and work tool list prices to all Sourcewell members.

We have provided base machine pricing in **Attachment F**. However, for execution of the agreement we will ask our dealers and Sourcewell members to use the Caterpillar price list that is current at the time of the quote. Dealers, in consultation with the member, will configure the machine to the desired specifications and apply the agreed upon stated minimum discount to that configured List Price amount. Dealers and members should remember to factor in any expected price increases if a machine will be built to order.

Attachment G shows the discount offered for each new machine.

Additionally, we are pleased to offer a discount of 15% off all products and consulting services under the Cat Safety Services Umbrella; and 5% off our Technology Enabled Safety Solutions.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Our discount range varies between 3% and 30%. It's important to note that discount comparisons between different machines cannot be considered an apple-to-apples comparison. Caterpillar product managers have broad leeway in product pricing, and there are some significant variations on pricing strategy. For example, a discount of 10% on Product A, may be equivalent to a 20% discount on Product B. The discounts offered to Sourcewell members are better than what is widely available to non-member/private purchasers.

- 10) The pricing offered in this proposal is

- ☐ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- ☐ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☒ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☐ d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

Our dealers are empowered to consider purchase order volume, repeat purchases, member responsiveness, etc. They may offer members additional discounts and/or services at their discretion.

- 12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Sourced goods / Open Market Items are available to members from our Cat dealers. The prices for these goods or services will represent fair market value and will be determined between the member and the selling dealer. We encourage our dealers and members to use this option as it facilitates complimentary products and streamlines the procurement process.

Customers and dealers are responsible for including their Sourcewell member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in the quarterly reports. For audits, inclusion of a customer's Sourcewell member number on the PO and/or invoice shall be deemed sufficient.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial/pre-delivery inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Machines are unique in their requirements for preparation prior to use. Some may require local final assembly due to their large size, others may have locally installed options (fire suppression, beacons, auto lube systems for example). When a dealer issues a quote for a machine, any additional costs will be itemized separately and are not subject to the Sourcewell discount.

- 14) If travel expense, delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete travel expense, shipping and delivery program.

There is no additional cost to members who choose to pick up their machine from the Cat dealer. Dealers may charge fees for delivery to the member's location.

- 15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their machine from their Cat dealer. Dealers may charge fees for delivery to the member's location.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Machines are large purchases and if there are unique member requirements our dealers will be happy to discuss on a case by case basis.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.

We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance.

Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process is working well.

- To ensure pricing accuracy, we maintain our current Sourcewell customer discount sheet on our dealer-facing pricing pages. Dealers integrate these numbers automatically in their quoting software.
- To ensure new machine and work tool sales are recorded properly, we use our post-sale credit system. In a nutshell, this means that we corporately support the pricing offered in this contract at a level below what's available to other customers. To receive this additional monetary support after the machine is delivered, dealers must supply the member's name, address, and member number. There is no additional burden or cost to our dealers to use the Sourcewell contract and this is part of the reason for their high engagement and our high reporting accuracy.
- After month end, we gather the new machine and work tool sales data attributed to Sourcewell and aggregate it for our reporting.
- After quarter end, we will send the quarterly sales report and administration fee payment to Sourcewell for all items that are subject to the administrative fee.

- 18) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

We would be pleased to offer an administration fee of 0.50% of net dealer revenue on the sales of new machines and work tools. Caterpillar will pay this fee and will not ask members or dealers to bear any additional burden.

Industry-Specific Questions

- 19) Describe any industry-specific quality management system certifications obtained by your organization.

Throughout the history of Caterpillar, we've produced reliable, durable products our customers have been able to count on for many years...if not decades. This reliability and durability is foundational to our brand. We measure ourselves on both defects and durability. Defects are issues that prevent a machine or any part of it from performing as intended within the first year of service. Durability is defined as the actual achieved life of a machine or component. We pride ourselves on leading the industry.

Specifically, as it relates to this question, the below list shows our current quality certificates:

- 03 - Thin Film Coating Center, Mossville (IL), USA - CQMS / ISO9001:2015 Certificate (Exp date: 09-Mar-2019)
- 05 - Caterpillar Global Machine Development - Peoria Proving Ground, Peoria (IL), USA - ISO17025:2005 (Expiry date 31-Jan-2021)
- 06 - Caterpillar Inc., Cast Metals Organisation, Mapleton (IL), USA - ISO9001:2015 (Expiry date 24-Apr-2021)
- 08 - Caterpillar Inc., - SOS Services Laboratory (Main Multi-site), Peoria, IL, USA - ISO9001:2015 (Expiry date 29-Nov-2020)
- 12 - Caterpillar Inc. - Matl Handling & Underground Div. (Aurora), Montgomery IL, USA ISO9001:2015 Certificate. (Exp: 23-Feb-2020)
- 13 - Caterpillar Inc.- Construction and Mining Equipment (HQ), Decatur (IL), USA - ISO9001:2015 Certificate. (Exp date: 26-Oct-2021)
- 16 - Caterpillar Inc. - East Peoria (Multi-Site - TTT), Tractor Drive, East Peoria (IL), USA - ISO9001:2015 Certificate (Exp: 30-Nov-2019)
- 28 - Caterpillar Brasil Limited, Campo Largo, Brasil - ISO9001:2015 (Exp date: 23-Jul-2020)
- 28 - Caterpillar Brasil Ltda., Piracicaba, Brasil - ISO9001:2015 Certificate (Exp date: 19-Mar-2021)
- 29 - Caterpillar Engine Systems Inc. (HQ), Pontiac (IL), USA - ISO9001:2015 Certificate (Exp date: 06-Aug-2019)
- 40 - Caterpillar Engine Systems Inc., Mossville (IL), USA - ISO9001:2015 Certificate (Exp date: 06-Aug-2019)
- 40 - Caterpillar Inc., Industrial Power Systems Division, Mossville (IL), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
- 40 - Caterpillar Inc., Industrial Power Systems Division, San Antonio (TX), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
- 40 - Caterpillar Inc., Industrial Power Systems Division, Schertz (TX), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
- 41 - Caterpillar Powertrain & Hydraulics - Systems Development, Mossville (IL), USA - ISO17025:2005 (Expiry date 31-Dec-2019)
- 41 - Global Engine Development - North America, Mossville, IL 61552, USA - ISO17025:2005 (Exp Date: 31-Aug-2019)
- 68 - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Corinth (MS), USA ISO9001:2015 Certificate (Expiry date 19-Jun-2020)
- 68 - Caterpillar Inc. Remanufacturing Services (HQ), Corinth, MS 38834, USA, ISO 9001:2015 (Exp Date: 19-Jun-2020)
- 7P - Perkins Motores Do Brasil LTDA, Curitiba, BRASIL - CQMS:2015 / ISO9001:2015 Certificate (Expiry date 05-Oct-2020)
- 88 - Caterpillar Inc. Lafayette Engine Center, Lafayette (IN), USA - ISO9001:2015 Certificate (Expiry date 04-Feb-2021)
- 89 - Caterpillar Mexico S.A. de C.V. (Monterrey), Nuevo Leon, Mexico 66350 - CQMS:2015/ISO 9001:2015 Certificate (Exp: 12-Jul-2019)
- 92 - Caterpillar Midwest Logistics Center (Champaign), Illinois - ISO 9001:2008 (Exp Date: 29-Jan-2018)
- CF - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Nuevo Laredo (FINSA 1), Mexico - ISO 9001:2015 (Exp: 19-Jun-2020)
- CF - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Nuevo Laredo (FINSA 3), Mexico ISO9001:2015 Certificate (Exp: 19-Jun-2020)
- CF - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Nuevo Laredo (ORADEL), Mexico ISO9001:2015 Certificate (Exp. 19-Jun-2020)
- CP - Caterpillar Global Machine Development - Tucson Proving Ground, Tucson (AZ), USA ISO17025:2005 (Expiry date 31-Jan-2020)
- DQ - Caterpillar Inc. Building Construction Products Division, Clayton (NC), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
- FJ - Anchor Coupling (Menominee), Menominee (MI), USA ISO9001:2015 (Expiry date 22-Jan-2021)
- HL - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Prentiss (Boonville - MS), USA ISO9001:2015 Certificate (Exp. 19-Jun-2020)
- HP - Caterpillar Dyersburg, Tennessee - ISO9001:2008 Certificate. (Expiry date 14-Sep-2018)
- HZ - Caterpillar Inc., Industrial Power Systems Division, Sequin (TX), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
- JA - Caterpillar Inc. Building Construction Products Division, Sanford (NC), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
- JL - Caterpillar Inc. - Precision Pin Products Group, Sumter (SC), USA - ISO9001:2015 (Expiry date 22-Oct-2018)
- JQ - Caterpillar Inc. Building Construction Products Division, Athens (GA), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
- LE - Caterpillar Inc., Griffin Generators, Griffin (GA), USA - ISO9001:2015 Certificate. (Expiry date 03-Mar-2021)
- LS - All Caterpillar Newberry LLC Facilities - DNV ISO 9001:2008 (Exp Date: 15-Sep-2018)
- M5 - Caterpillar Inc. Building Construction Products Division (HQ), Cary (NC), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
- MC - Caterpillar Inc. Building Construction Products Division, Torreon, MEXICO - ISO9001:2015 (Expiry date 06-Jul-2021)
- N4 - Advanced Components and Technologies, Mossville (IL), USA - ISO 9001:2015 Certificate (Exp Date: 24-May-2019)
- PE - Caterpillar Inc. (Remanufacturing Site Specific Certificate), West Fargo (ND), USA ISO9001:2015 Certificate (Exp: 19-Jun-2020)
- PV - Perkins Shibaura Engines LLC, Griffin (GA), US ISO9001:2015 (Expiry date 31-Jan-2020)
- QR - Caterpillar Global Mining - Houston PA - ISO 9001:2008 (Exp Date 15-Sep-2018)
- R8 - Caterpillar Inc. / Paving Products / Minneapolis, (MN), USA - ISO 9001:2015 Certificate (Exp Date: 27-Nov-2020)
- T3 - Solar Turbines Europe S.A. - Oil and Gas, Avenue de Finlande, Braine L'Alleud, Belgium - ISO 9001:2015 Certificate (Exp. 22-Sep-2020)
- T3 - Solar Turbines Inc. (Packaging Systems Operations), San Diego (CA), USA - ISO9001:2015 (Expiry date 22-Sep-2020)
- T3 - Solar Turbines Inc. (Power Generation), San Diego (CA), USA - ISO9001:2015 (Expiry date 22-Sep-2020)
- T3 - Solar Turbines Inc. - Oil and Gas, 10203 Sam Houston Park Drive, Houston TX, USA - ISO 9001:2015 Certificate (Exp: 22-Sep-2020)
- T3 - Solar Turbines Inc. - Oil and Gas, 9250 Sky Park Court, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp Date: 22-Sep-2020)
- T3 - Solar Turbines Inc. - Oil and Gas, 9280 Sky Park Court, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp Date: 22-Sep-2020)
- T3 - Solar Turbines Inc. - Oil and Gas, 9330 Sky Park Court, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp Date: 22-Sep-2020)
- T3 - Solar Turbines Inc. - Pkg Systems Operations (HQ), 4200 Ruffin Road, San Diego CA, USA - ISO 9001:2015 Certificate (Exp: 22-Sep-2020)
- T3 - Solar Turbines Inc. - Pkg Systems Operations, Teran-Teran 20120 Int., Tijuana (BC), Mexico - ISO 9001:2015 Certificate (Exp: 22-Sep-2020)
- T3 - Solar Turbines Inc. - Power Generation, 4180 Ruffin Road, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp : 22-Sep-2020)
- T3 - Solar Turbines Inc. - Turbomachinery Prod, DeZavala Road, Channelview (TX), USA - ISO9001:2015 Certificate (Expiry date 23-Jul-2021)
- T3 - Solar Turbines Inc., - Construction Services, Houston (TX), USA - ISO9001:2015 Certificate (Exp Date: 07-Jul-2021)
- T3 - Solar Turbines Inc., - Desoto Overhaul Operations, Desoto (TX), USA - ISO9001:2015 Certificate (Expiry date 24-Aug-2021)
- T3 - Solar Turbines Inc., Turbomachinery Prod, W Seattle Street, Broken Arrow OK, USA - ISO9001:2015 Certificate (Exp 03-May-2021)
- T3 - Solar Turbines Inc., Turbomachinery Prod - Gas Compressors, Ruffin Road, San Diego (CA), USA - ISO9001:2015 Cert. (Exp 03-May-2021)
- T3 - Solar Turbines Inc., Turbomachinery Prod - Gas Compressors, Sky Park Ct, San Diego (CA), USA - ISO9001:2015 Cert (Exp 03-May-2021)
- T3 - Solar Turbines Inc., Turbomachinery Prod - Gear Systems / Superior Gear, Gardena (CA), USA - ISO9001:2015 Cert (Exp 03-May-2021)
- T3 - Solar Turbines Inc., Turbomachinery Prod - Turbotec Bldg 1, Chilpancingo, Tijuana, B.C. Mexico - ISO9001:2015 Cert (Exp 03-May-2021)

T3 - Solar Turbines Inc., Turbomachinery Prod - Turbotec Bldg 2, Ciudad Ind Otay, Tijuana, B.C. Mexico - ISO9001:2015 Cert (Exp 03-May-2021)
 T3 - Solar Turbines Incorporated, Mabank (TX), USA - ISO9001:2015 Certificate (Expiry date 04-Aug-2021)
 T3 - Solar Turbines Switzerland Sagl, 6595 Riazino, Switzerland - ISO9001:2015 Certificate (Expiry date 08-May-2018)
 UD - Denison, TX -Caterpillar Global Mining LLC-ISO 9001:2008 (Exp Date: 03-Aug-2020)
 UH - Caterpillar Acuna - Construction and Mining Equipment, Ciudad Acuna, Coahuila, Mexico - ISO9001:2015 Certificate. (Exp: 26-Oct-2021)
 UH - Caterpillar Inc. - Acuna, Coahuila, MEXICO - ISO9001:2015 Certificate (Expiry date 26-Oct-2018)
 UJ - Caterpillar - North Little Rock, North Little Rock (AR), USA - CQMS:2015 / ISO 9001:2015 Certificate (Exp Date: 05-Jun-2019)
 XO - Anchor Coupling (Goldsboro), Goldsboro (NC), USA - ISO 9001:2015 (Exp date: 20-Dec-2018)
 XY - Caterpillar Reynosa S.A. de C.V., Reynosa, Tamaulipas, Mexico - ISO9001:2015 Certificate (Exp date: 03-Oct-2020)
 YP - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Franklin (IN), USA ISO9001:2015 Certificate (Expiry date 19-Jun-2020)
 YV - Caterpillar Surface Mining and Technology, South Milwaukee (WI), USA - ISO9001:2015 (Expiry date 04-Jun-2021)
 ZZ - Caterpillar Inc. - Advanced Components Manufacturing (Hydraulic Cylinders), Sumter (SC), USA -ISO9001:2015 Cert (Exp: 28-Mar-2020)

20) Describe any environmental management system certifications obtained by your organization.

We described our “green initiatives” more completely in Form A, Question 29. To be specific regarding ISO standards, we are listing here the plants that are certified to ISO 14001:2004 Environmental Management System:

Plants certified with ISO 14001:2004 Environmental Management System

Anchor Coupling - Goldsboro, NC - ISO 14001:2004 - Sept 2018
 Anchor Coupling - Menominee - ISO 14001:2015 - Jan. 2021
 Gen Sets - Newberry - ISO 14001:2004 - Nov. 2017
 Mapleton - 14001:2004 self-certification - issued January 2013
 Reman Services - Corinth, MS - ISO 14001:2015 - Sept. 2021
 Reman Services - Franklin - ISO 14001:2004 - May 2017

21) Describe any preventive maintenance programs that your organization offers for the solutions you are proposing in your response.

Caterpillar understands the value to the customer of a well-defined preventive maintenance plan. Each machine we sell has very clear and detailed instructions for routine maintenance. We find that some customers prefer to do the maintenance themselves, others want our dealers to track and perform the service.

For customers who retain maintenance responsibilities, we have several tools available to facilitate that. As an example, My.Cat.Com makes it easy for customers to access critical information about their fleet.

STARTER CONNECTIVITY: If the customer purchases a machine with a factory-installed Product Link device, the customer will receive Cat Daily connectivity at no cost (for seven years on Building Construction Products machines; 12 years on Global Construction & Infrastructure machines). Cat Daily provides basic information once per day via My.Cat.Com or via a mobile app as described below.

My.Cat.Com users have access to:

- Equipment location
- Hours
- Diagnostic and operational events
- Fuel burn
- Dealer work orders
- Parts lists and Preventive Maintenance Checklists
- Parts ordering
- Safety service letters
- Rental documentation
- Warranty information

- Operation and maintenance manuals
- Preventive maintenance alerts and scheduling
- Cat Inspect outcomes
- S-O-S fluid analysis results

A subset of this information is also available in the Cat App: Fleet Management (IOS and Android).

In some situations, information available through My.Cat.Com provides an agency with sufficient data. But sometimes the equipment manager/public works director wants a more comprehensive view of their assets and/or the ability to manage an entire fleet. To meet that need, Caterpillar offers VisionLink—a powerful, flexible platform with enhanced capabilities, like customizable reports and notifications, that makes it easier to optimize productivity, manage assets and reduce costs.

ADVANCED CONNECTIVITY TRIAL: For any construction machine with a Product Link device, the customer will receive a six-month complimentary VisionLink Essentials trial. After the trial period ends, customers may elect to continue access at several different levels:

- **VisionLink Daily** – offers convenient, affordable, once-a-day telematics information. Ideal for customers who only need once-per-day reporting
- **VisionLink Basic** – provides basic asset management features including hour and location monitoring as well as geographic fencing and maintenance management. Recommended for machines that only report hours, where data updates and related features are needed more frequently than once per day.
- **VisionLink Essentials** – includes all the features of Basic plus health, utilization, and productivity features with frequent data updates. Ideal for customers needing up-to-date information about site operations, productivity, asset location, and operator performance, as well as timely notification of issues as they occur.

Another free app we offer is designed to help customers focus on safety and preventive maintenance. The “Cat Inspect” app offers multiple features geared to make regular machine inspections simple and useful.

- **Daily Walkaround** inspections are designed primarily for operators who are guided where to look on their particular machine and allows them to document and report any abnormalities.
- **Preventive Maintenance** inspections are more in-depth and are designed for customer or dealer technicians to inspect components for signs of wear and to ensure that all recommended preventive maintenance procedures are completed and recorded.
- **Technical Analysis** inspections are the most in-depth and are normally used once per year or when a machine is at the end of a customer’s ownership period.

This app includes the ability to take pictures, make notes and complete and share inspections electronically. Inspection reports are also integrated into both My.Cat.Com and VisionLink, providing visibility to overall fleet health.

For customers who intend to rely on dealers for maintenance, they can schedule the work themselves as needed, or we propose a variety of CSAs (Customer Support Agreements). These are completely customizable, but we offer starting points for several levels with corresponding price points which vary by product.

- Customer performed preventative maintenance – the Cat dealer will provide the necessary parts per the maintenance schedule; the customer will do the work.

- Dealer performed preventative maintenance – the Cat dealer will handle basic preventative maintenance for any machine or group of machines to help keep scheduled downtime to a minimum.
- Component maintenance and repair agreement – the Cat dealer will take care of maintaining and servicing systems such as engines, transmissions, etc. to extend service resources and equipment life.
- Total maintenance and repair agreement – the Cat dealer covers service and maintenance for any one piece of equipment or the entire fleet. This agreement can include guaranteed availability and uptime.

Signature: Ante A. Redpath Date: 3/13/19

Form C**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**Company Name: Caterpillar Inc.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
6.26 / Page 22	Vendors' certificate(s) must include all subcontractors as additional insureds under its policies	Caterpillar Dealers cannot be named as additional insureds on this certificate.	NJPA Accepts
7.16 / Page 26 -27	The Vendor must disclose to NJPA any litigation, bankruptcy, or suspensions/disbarments that occur during the Contract period.	As a large international enterprise, Caterpillar Inc. can manage numerous litigation and other proceedings all over the globe for itself and for its subsidiaries and its affiliates. Caterpillar Inc. agrees to provide the information requested in 7.16 for activities that directly impact Caterpillar Inc.'s performance obligations under the NJPA contract.	NJPA Accepts
8.9 / Page 28	Prevailing wage: The Vendor must comply with applicable prevailing wage legislation in effect in the jurisdiction of the NJPA Member.	Caterpillar Inc. will use its subcontractors, who are independently owned and operated Dealers, to provide services to NJPA Members. Caterpillar Dealer's will comply with the applicable prevailing wage legislation required for the services provided to NJPA Members in their jurisdictions.	NJPA Accepts

Proposer's Signature: Date: 11/21/2017**NJPA's clarification on exceptions listed above:**

Review and Approved:

NJPA Legal Department

Contract Award
RFP #120617

FORM D

Formal Offering of Proposal
 (To be completed only by the Proposer)

ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES

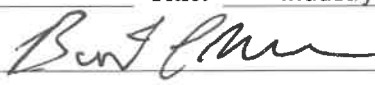
In compliance with the Request for Proposal (RFP) for ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Caterpillar Inc. Date: November 21, 2017

Company Address: 100 NE Adams Street

City: Peoria State: IL Zip: 61629

Contact Person: Seth Charna Title: Industry Representative

Authorized Signature: Bart Myers 
 (Name printed or typed)

FORM E

CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

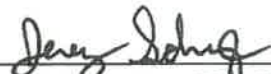
NJPA Contract #: 120617-CAT

Proposer's full legal name: Caterpillar Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be January 29, 2018 and will expire on January 29, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:


 NJPA DIRECTOR OF COOPERATIVE CONTRACTS
 AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
 (NAME PRINTED OR TYPED)


 NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
 (NAME PRINTED OR TYPED)

Awarded on January 25, 2018

NJPA Contract # 120617-CAT

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Caterpillar Inc.

Authorized Signatory's Title General Manager - IPSD Power Generation


 VENDOR AUTHORIZED SIGNATURE

Bart Myers
 (NAME PRINTED OR TYPED)

Executed on January 26, 2018

NJPA Contract # 120617-CAT

Form F**PROPOSER ASSURANCE OF COMPLIANCE****Proposal Affidavit Signature Page****PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Caterpillar Inc.

Address: 100 NE Adams Street

City/State/Zip: Peoria, IL 61629

Telephone Number: (309) 675-1000

E-mail Address: Contact Seth Charna: Charna_Seth@cat.com

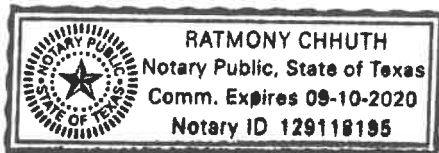
Authorized Signature: 

Authorized Name (printed): Bart Myers

Title: General Manager - IPSPD Power Generation

Date: November 21, 2017

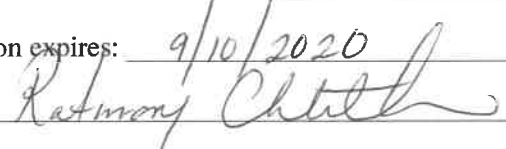
Notarized



Subscribed and sworn to before me this 21 day of November, 20 17

Notary Public in and for the County of Harris State of Texas

My commission expires: 9/10/2020

Signature: 

**Form P****PROPOSER QUESTIONNAIRE****Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions**

Proposer Name: Caterpillar Inc.

Questionnaire completed by: Seth Charna

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?

Payment terms that Caterpillar Dealers would offer to NJPA Members vary by dealer, but are most certainly equivalent to local competition. Payment terms will be made very clear to potential NJPA customers upon quotation.

- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Caterpillar Financial offers financial tools for NJPA Members through the Caterpillar Dealer Network on a case by case basis. Leasing terms that Caterpillar Dealers would offer to NJPA Members vary by dealers, but are most certainly equivalent to local competition. Leasing terms will be made very clear to potential NJPA customers upon quotation.

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

The order process will not change compared to the current NJPA contract. The NJPA Member references the NJPA contract number on the P.O., which is then presented directly to their local Caterpillar Dealer.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Not Applicable.

Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

- Do your warranties cover all products, parts, and labor?
- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
- What are your proposed exchange and return programs and policies?

Please reference the following attachments in response to these questions specifically for the Power Generation products listed in this proposal. There are no geographic regions of the United States or Canada for which Caterpillar cannot provide a certified technician to preform warranty repairs.

Additionally, when purchased through the NJPA contract, select products will automatically include options for Extended Service Coverage in 2018. Customized Extended Service Coverage is also available through the Caterpillar Dealer Network on a case by case basis.

See Attached: Caterpillar Standard Warranty SELF5709.pdf

See Attached: Olympian Standard Warranty LEXF3074.pdf

See Attached: 2018 ESC NJPA Announcement Letter – October 6 2017.pdf

6) Describe any service contract options for the items included in your proposal.

Service contracts that Caterpillar Dealers would offer to NJPA Members vary by dealer, but are most certainly at least equal to local competition. Service contract terms will be made very clear to potential NJPA customers upon quotation.

Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Caterpillar is offering a full line of diesel and natural gas packaged generator sets from 40 to 4000 kW. Caterpillar is also offering our XQ Products, which is our mobile generator line including trailers. Other popular and almost necessary equipment included to enhance generator set purchases are Automatic Transfer Switches, Switchgear, EPIC paralleling gear, and Microgrid components all provided from Caterpillar. The Caterpillar Dealer Network can also offer custom shop work, installation, "turn-key" solutions, delivery/freight, training, custom enclosures, custom fuel tanks, custom automatic transfer switches, dealer labor, additional/custom parts, and general contracting labor. To further enhance the NJPA members' product offering, the Caterpillar Dealer Network can also offer an expansive network of used equipment along with rental agreements.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Percentage Discount from Manufacturer's and Dealer's List Pricing per the included documentation along with product price lists. The discounts included are typically higher than standard discount for each product solution. There may be specific cases with specific options or attachments where the NJPA discount is not as deep as the non-NJPA offer. Caterpillar does have the ability to make additional discounts for NJPA members and non-NJPA customers on a case by case basis. For 2018 shipments, the price increase above the provided price lists is 2%. New price lists will be updated and submitted in January 2018. Please note, there are some items in the provided Caterpillar price lists that are marked as "Net" pricing that do not get discounted. These items usually include certifications (EPA, UL, IBC), standard EPA Tier 4f components, extended service coverage, and factory testing/packaging options. These items only follow the cost plus a percentage of cost pricing process that is acceptable for pricing sourced goods or services.

See Attached: Caterpillar Gen Disc List RFP December 2017.xlsx

See Attached: List of Caterpillar Price Lists by Product Family.zip

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Overall pricing from published list price is discounted from 10% up to 40% with an average of 27% overall. Specific discounts apply to each diesel or natural gas platform product line. Services, used products, rental agreements, and microgrid solutions are also included at different discounting levels. For 2018 shipments, the price increase above the provided price lists is 2%. New price lists will be updated and submitted in January 2018.

See Attached: Caterpillar Gen Disc List RFP December 2017.xlsx

See Attached: List of Caterpillar Price Lists by Product Family.zip

- 10) The pricing offered in this proposal is

- ☐ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- ☐ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☒ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☐ d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

Volume discounts or rebate programs are not offered. The best discounting has been included in this RFP response for Caterpillar solutions.

- 12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.

There are some items in the provided Caterpillar price lists that are marked as “Net” pricing that do not get discounted. These items usually include certifications (EPA, UL, IBC), standard EPA Tier 4f components, extended service coverage, and factory testing/packaging options. These items only follow the cost plus a percentage of cost pricing process that is acceptable for pricing sourced goods or services. The percentage mark-up offered by Caterpillar Dealers to NJPA Members will vary by dealer, but is certainly equivalent to local competition. Exercising the ability to offer cost plus a percentage for “Net” items will ensure more clarity for the Caterpillar Network regarding NJPA offers because the current contract makes it difficult to calculate “Net” items since they cannot be discounted by Caterpillar. For a majority of sales including EPA Tier 2 or EPA Tier 3 platforms, the “Net” items on average are no more than 1-2.5% of the total customer list pricing. EPA Tier 4f platforms have a higher percentage of “Net” items due to the significant amount of set priced emissions components required for EPA certification.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

All transactions will take place and be negotiated between a Caterpillar Dealer and an NJPA member. Only those generator set items specifically included in a Caterpillar List Price are subject to the NJPA administration fee. Most costs associated with acquiring a generator set and related products are included within the pricing file (Caterpillar Gen Disc List RFP December 2017.xlsx) and are subject to discount. In some cases, there may be costs involved that have not been listed. These costs associated with acquiring a generator set involve items that a manufacturer (Caterpillar) cannot competitively provide.

- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

These programs and policies vary with products and geographic regions. Each quote from a Caterpillar Dealer to an NJPA member will have unique shipping fees. These fees may include shipment from the Caterpillar factory and, in some cases, additional local shipping fees either to a third-party packager or to the customer when factory shipment timing doesn’t align with customer requirements. Shipping fees will be handles on a case-by-case basis between the selling Caterpillar Dealer and the NJPA member.

- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery are included in question 14. These items vary by Caterpillar Dealer due to the different geographic locations. The Caterpillar Network located in Alaska, Hawaii, Canada, or other offshore location is aware of their local shipment requirements and is knowledgeable on how to quote shipping to NJPA customers.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Caterpillar offers a factory freight program specific to certain product lines. Where applicable, this program utilizes economies of scale to ensure the best shipment cost to the local Caterpillar dealer from our factories. This portion of the freight cost to customers will pass through the Caterpillar network as it did before, but is managed by Caterpillar for the first point of delivery.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

The Caterpillar Dealer Network will receive additional discounts from Caterpillar to help reach NJPA members purchasing prices per the NJPA contract. To qualify for the discounts, the selling Caterpillar Dealer must identify each applicable sale as an NJPA sale on their order and they must also send a report to the Caterpillar designated NJPA custodian, Seth Charna, including the product order number and NJPA member number. Reports are updated and reviewed on a quarterly basis to assist in providing payment to NJPA. The Caterpillar designated NJPA custodian, Seth Charna, has and will remain actively involved in the auditing process both with auditing Caterpillar Dealer pricing to NJPA members as well as the quarterly administration fee process.

- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

The proposed administrative fee payable to NJPA is proposed to be 1% of transaction price, in line with the previous two Caterpillar contracts, for all NJPA contract sales of generator sets. This 1% is the same percent as outlined in our current NJPA contract #080613-CAT

Should Caterpillar be exclusive, like the previous two Caterpillar contracts, this is valuable to the Caterpillar Dealer Network and Caterpillar would be willing to increase the administrator fee to 1.25% of transaction price.

Industry-Specific Questions

- 19) Please specify product and voltage range the generator equipment that you are offering.

Caterpillar offers factory voltage options for the majority of customer requirements. In general, here's a snapshot of the factory options based on the diesel product line. Voltage options may slightly differ on the natural gas product line and the full Caterpillar price list should be consulted to determine which specific ratings can be configured with the voltages listed below. There may also be a few exceptions where the Caterpillar Dealer Network can work towards custom solutions when necessary.

100 kW and Below Single Phase:	240V
750 kW and Below Three Phase:	480V, 600V, 208V, 240V
1000 kW up to 1250 kW:	480V, 600V, 208V, 240V, 400V, 380V
1500 kW up to 4000 kW:	480V, 600V, 240V, 440V, 380V, 2400V, 416V, 4160V, 6300V, 6600V, 6900V, 12470V, 13200V, 13800V

- 20) Describe your mobile or trailer mounted units, if any, and specify the ranges.

The XQ product line is included in the Caterpillar proposal. These units are offered with trailers for mobile use and for the most part they include switchable voltage options, which is preferred since they can be utilized at multiple customer locations with unique voltage requirements. The following XQ products are available and are EPA Tier 4f certified for mobile usage. We are working on a platform between the XQ125 and XQ425 that will be available/added to an awarded contract once released. The number represents the kVA rating of the generator and not the kW output.

XQ35
XQ60
XQ125
XQ425
XQ570

21) If you are providing trailers as part of a turnkey package, please provide details.

All XQ packages described in question 20 include trailers with selectable options including the ball size and brake type. These are the only factory product offerings that can be configured on trailers due to EPA emissions requirements.

It is important to note that the Caterpillar Dealer Network can also place Caterpillar genset packages on trailers when necessary as long as EPA regulations for stationary applications are met (EPA requires the generator to remain stationary for a specific period of time).

22) Describe how you will include customization and the pricing of such for the units.

The Caterpillar Dealer Network can offer custom shop work, installation, “turn-key” solutions, delivery/freight, training, custom enclosures, custom fuel tanks, custom automatic transfer switches, dealer labor, additional/custom parts, and general contracting labor. To further enhance the NJPA members’ product offering, the Caterpillar Dealer Network can also offer an expansive network of used equipment along with rental agreements. Most costs associated with acquiring a generator set and related products are included within the pricing file (Caterpillar Gen Disc List RFP December 2017.xlsx) and are subject to discount. In some cases, there may be costs involved that have not been listed. These costs associated with acquiring a generator set involve items that a manufacturer (Caterpillar) cannot competitively provide.

23) Describe installation and service programs, and identify the associated services, service provider locations and pricing.

The Caterpillar Dealer Network will be the provider of all Caterpillar and non-Caterpillar components and services required to meet the NJPA members’ local requirements.

24) Describe any preventative maintenance or extended service coverage agreements.

Preventative maintenance and extended service coverage/contracts agreements in addition to the standard product offering are covered in the “Caterpillar Gen Disc List RFP December 2017.xlsx” file.

25) Do you provide preventive, periodic or full maintenance plans/programs for the solutions you are proposing in this response?

- a. If so, provide a recommended service & maintenance agreement for a periodic/preventative and or full maintenance plan.
- b. What are recommended service intervals?

The Caterpillar Dealer Network will be the provider of all preventative maintenance plans / programs that are specific to the product being provided to the NJPA member. Preventative maintenance and extended service coverage/contracts agreements in addition to the standard product offering are covered in the “Caterpillar Gen Disc List RFP December 2017.xlsx” file.

26) Describe your rental agreements and pricing schedule.

Rental agreements in addition to the standard product offering are covered in the “Caterpillar Gen Disc List RFP December 2017.xlsx” file.

27) Will you include used equipment and if so, provide a pricing strategy for these units.

Used product agreements in addition to the standard product offering are covered in the “Caterpillar Gen Disc List RFP December 2017.xlsx” file.

28) Provide a general overview of your products EPA compliance.

Caterpillar offers a full range of products for use in the United States per EPA compliance guidelines. Per these guidelines, the application determines the EPA emissions level that is required for that specific product. For diesel emergency standby ratings (most of the market for <1000 kW) Caterpillar offers both EPA Tier 2 and EPA Tier 3 emissions levels and the specific emissions level is auto selected based on the EPA defined brake horsepower requirements. For non-emergency and/or mobile applications, Caterpillar has select ratings available with EPA Tier 4f factory certification. The Caterpillar Dealer Network is familiar with EPA regulations and can direct the NJPA member to the applicable product line required for their application.

29) Identify the lifecycle cost of ownership of your generator solutions.

The Caterpillar Dealer Network will be the provider of all preventative maintenance and lifecycle costs at the request of NJPA members. Due to the vast differences across geographic locations and product lines, this request will be handled on a case-by-case basis.

Signature:  Date: 11/21/2017

QUINN
POWER SYSTEMS

MAINTENANCE AGREEMENT

CSA & Support Services 800-789-9774

Customer # : 480105

DATE: 2/14/2019

PARTIES: First Party: **QUINN COMPANY**, a California corporation, dba QUINN POWER SYSTEMS hereinafter referred to as "QUINN"; and
 Second Party: **City of Oxnard, WWTP** hereinafter referred to as "OWNER".

RECITALS:

1. Quinn is a factory authorized Caterpillar dealer.
2. Owner owns certain equipment and Owner desires to retain Quinn to perform periodic preventive maintenance on such equipment, and Quinn is willing to perform such periodic preventive maintenance, on the terms and subject to the conditions set forth in this Agreement.

AGREEMENT:

The parties hereto do hereby agree as follows:

1. **The Equipment.** Owner now owns the following described engines and related equipment:

 Please see complete list of EQUIPMENT on Exhibit C ('PREVENTIVE MAINTENANCE SCHEDULE' - Page 6)

 All of the above-described item(s) are hereinafter collectively referred to as "the Equipment" and covered under this agreement.
2. **Term.** Starting from: **2/14/2019**
 This agreement is continuous until cancelled or non-renewed and shall commence on the date first written above and shall continue until the end of the coverage term as stated above or terminated by either party giving the other party thirty (30) days written notice of termination.
3. **The Services.** Owner hereby engages Quinn to render certain maintenance services to the Equipment during the term of this Agreement as indicated below and described on Exhibit "A" attached hereto ("CSA PM LEVEL DESCRIPTIONS"-Page 3). Additional PM coverage may be added anytime at customer's request.

<u>GUARANTEED PERFORMANCE</u>	<u>FREQUENCY</u>	<u>ANNUAL FEE</u>
PM Level 2 - Annual Service	One (1) visit per year.	\$19,500.00



The following part(s) shall be replace for the above scope of work
 Engine Oil, Oil Filter(s), Fuel Filter(s), Water Separator Filter (s) as equipped

CONT.

4 .

Fee. During the term of this Agreement, owner shall pay Quinn:

Total Fee: \$19,500.00 I Accept [] initial

Quinn will invoice Owner in accordance with provisions of this Agreement, including all taxes, after each visit and Owner will pay each invoice within thirty (30) days of receipt.

Charges for labor performed after the first year of this Agreement shall be adjusted to reflect changes in Quinn's standard labor charges as in effect from time to time. At each twelve (12) month interval after the date on this document a 3% to 5% increase may be effective. If Quinn personnel arrive at the job site to perform the Maintenance Services, and are prevented from doing so through no fault of Quinn, Owner will be charged for the serviceman's time and mileage in each such instance.

This Maintenance Agreement includes travel and mileage charges to and from the job site during normal business hours. Weekend and Off-Hours requests will incur additional Labor Charges according to Exhibit "B"

5 .

Standards of Performance. Quinn shall perform the Maintenance Services in accordance with the standard of care customarily employed in the heavy equipment maintenance industry. Quinn will cooperate with Owner in scheduling performance of the Maintenance Services and Quinn will perform the Maintenance Services in a manner to minimize interference with the Owner's normal business operations to the extent reasonably possible.

6 .

Limited Duty and Liability. It is expressly agreed that the responsibility and liability of Quinn is strictly limited to performance of the Maintenance Services on the Equipment. Quinn has no responsibility or liability for failure to discover actual or potential problems in the condition or operation of the Equipment. Quinn makes no representations, warranties, or guaranties concerning the Equipment or the operation of the Equipment. Quinn shall have no liability for any consequential damages or lost profits suffered or incurred by Owner. It is expressly agreed that the total liability of Quinn to Owner whether such liability is based upon breach of contract, tort, or any other theory, shall be limited to an amount equal to the total fee payable by Owner to Quinn during the twelve (12) month period prior to such claim. It is further understood by Owner that Quinn would not enter into this Agreement or perform the Maintenance Services without obtaining the benefit of the above-described limitation on Quinn's liability to Owner.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date first written above.

QUINN COMPANY, a California corporation
dba QUINN POWER SYSTEMS

BY: Frank Dupree

TITLE: CSA Technical Quoter

Date: 2/14/2019

Owner: City of Oxnard, WWTP

BY: _____

TITLE: _____

PO #: _____

Date: _____

 	CSA PM LEVEL DESCRIPTIONS CSA & SUPPORT SERVICES (800) 789-9774 (562) 463-7150 Fax Customer # : 480105 EXHIBIT "A"
PM Level 1 Multi Point Inspection * Comprehensive detailed inspection of units is performed. * Check/Adjust all fluid levels and pressures for correct operation. * Check and inspect air cleaner restriction gauge and air filter element. * Check primary source fuel tank for water with water finding paste. * Check Day tank, Fuel tank, Fuel line fittings for leaks. * Check Cooling System hoses, caps, clamps for brittleness, leaks, cracks, and weakness. * Check ir voltages, charging rates, fluids, and specific gravities / ICV's. * Engine cranking Batteries will be tested under start up load for voltage drop. * Block Heater elements and inlet/outlet t-stats are checked for proper output and operation. * Engine Fan Drive and Belts are inspected and adjusted for proper tension and condition. * Check Turbo Charger rotation / end play if so equipped. * Check generator brushes for proper tension/setting as equipped. * Check and document Control Panel instruments for proper operation and values. * Grease bearings, fan shafts, linkages, and equipment fittings as required. * Hot oil sample taken and submitted for analysis. * Test safety alarms and contacts. * Run unit under load for up to 15 minutes when authorized by site authority. * Submit report to customer.	PM LB Load Bank Testing * Connect resistive load bank as applicable to generator. * Run Test with requested load for * Record readings and provide recommendations if needed. * Disconnect load bank from unit. * Return unit back to original mode of operation. * Submit report to customer.
PM Level 2 Annual Service-Major w/ Multi Point Inspection <--COVERED * All items from PM Level 1 are performed, PLUS * Change crankcase oil, oil filter(s), fuel filter(s), water separator(s), coolant filter(s), as equipped. Optional Air Filter cost = \$310.00 * Submit report to customer.	PM Megohmmeter Generator Electrical Winding Test * This test should be performed as part of periodic maintenance in order to detect the deterioration of the winding insulation. * Perform megohmmeter test on generator winding and measure winding insulation resistance. * Submit report to customer.
PM Level 3 Cooling System Service * Drain, contain and dispose of waste coolant. * Flush cooling system with fresh water. * Replace all coolant hoses and clamps (upgrade block heater hoses to steel braided as recommended). * Replaced the radiator pressure cap(s) * Replaced the engine thermostat(s) and associated gasket(s). * Replaced the engine fan belt(s) and alternator drive belt(s). * Refill system with proper amount of glycol antifreeze and conditioners. * Rod and clean oil cooler or heat exchanger as equipped (if required). * Test run unit to operating temperature, under load when authorized by site personnel. * Return unit back to original mode of operation. * Submit report to customer.	PM ATS Automatic Transfer Switch Service * De-energize the transfer switch, when possible. * Clean unit of dust and dirt accumulations. * Clean open-type relays of dust/grease or oil. * Visually inspect unit for signs of arching, burning, hot spots, charring, or other damages. * Inspect for loose, broken or badly worn parts. * Check terminal lugs and trip units for tightness / signs of overheating. * Check main current carrying contacts for arching, pitting, and discoloration. * Clean main contacts if needed, check and re-tighten if needed. * Check manual switches for free movement and contact continuity. * Check and adjust relay finger contacts if needed. * Lubricate all components for proper operation as needed. * Check plug connections, if equipped. * Check door closure, locking bars and handle mechanism for proper operation. * Check exercise timer if equipped. * Perform transfer test of ATS under load when authorized by site personnel. * Check all components/timers for proper operation and sequencing. * Check main power connections for heat build-up with infra-red gun or provide PM Infra-Red scan. * Timers reset to customer specifications and placed in automatic mode. * Return unit back to original mode of operation. * Submit report to customer.
PM Level 4 Minor Inspection * Perform general walk around inspection of unit. * Fluid levels are spot checked for correct operating range. * Inspect air filter element. * Fuel tank/engine fuel line fittings are inspected for leaks and tighten as required. * Coolant hoses inspected for brittleness, leaks, cracks, and weakness. * Engine cranking batteries will be tested under start up load for voltage drop. * Jacket water heater element and inlet/outlet t-stats are checked for proper operation. * Engine drive belts inspected for proper tension and condition. * Control panel instruments checked for proper operation. * Unit is run for 10 minutes, under no load. * Return unit back to original mode of operation. * Submit report to customer.	PM Battery Battery Replacement * Engine cranking batteries are removed and replaced. * Engine cranking batteries will be tested under start up load for voltage drop. * Ir disposal is provided. * Test run unit without load. * Return unit back to original mode of operation. * Submit report to customer.
PM Hourly Service per Unit Run Hours * PM Service level is based upon unit run hours as opposed calendar schedule and is typically reserved for operation and maintenance agreements.	PM IR Infra-Red Thermography Inspection * Problems can develop when electrical components generate excessive heat due to deterioration, loose connections, or overloads. An Infra-Red inspection is recommended to be performed on all of the following areas: generator output connections, cables, bus, and generator breakers, while system is energized. Inspection consist of: * Set-up of Thermo graphic Imaging Infra-Red camera. * Conduct infre-red scanning inspection. * High resolution photographs will accompany recommendations for corrective action or repair, and will assist overall as a critical part of any complete predictive or conditional based maintenance program. * Submit report to customer after technical review has been completed.
PM PG Point Guard Monitoring * Point Guard monitors various inputs and outputs of unit operation and functionality. * Identifies and alerts authorized personnel of potential problems by fault notification via text or e-mail by cellular, satellite, or land-line applications.	PM SWG Switchgear Service * Services include manufacturer recommended equipment service & inspection on single standby loads and multi-unit paralleling systems. * Submit report to customer. PM UPS UPS Service * Services include manufacturer recommended equipment service & inspection for ir and rotary type systems * Performance will be based upon the specific manufacturer scopes of work and whether or not the equipment is energized or de-energized. * All services are performed only as unit is equipped and as our technician is authorized. * Submit report to customer.

		CSA LABOR RATE & CONTACT INFO CSA & SUPPORT SERVICES (800) 789-9774 (562) 463-7150 Fax Customer # : 480105 EXHIBIT "B"
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EMERGENCY NUMBERS AND LABOR CHARGES

OXNARD BRANCH
801 Del Norte Blvd., Oxnard, CA 93030

Quinn Power Systems will provide "On Call" emergency service 24 hours per day,
 7 days a week with a response of 4 hours or less.

For regular or emergency service, please call the following numbers:

During normal working hours (7:30am to 4:00pm Monday – Friday) call:

Customer Service.....		(800) 789-9774
Sales Representative.....	Michael Murphy	(562) 463-4753
Service Supervisor.....	Clifford Yamada	(805) 278-8731
Service Coordinator.....	Fernando Gonzales	(805) 278-8724
After hours, Saturdays, Sundays and holidays, call		(805) 485-2171

All call outs requested OFF normal business hours; Monday through Friday, Saturdays, Sundays, and Holidays will be required to pay an hourly minimum of four (4) hours according to the prevailing billable rates within Exhibit "B". The above discounted labor rates will remain in effect until annual addendum review or upon termination of this agreement as covered in paragraph 2 under the general agreement terms.

QUINN
POWER SYSTEMS

PREVENTIVE MAINTENANCE SCHEDULE

CSA & SUPPORT SERVICES (800) 789-9774

Customer # : 480105

EXHIBIT "C"

 Customer: **City of Oxnard, WWTP**
 Address: 305 W. Third Street
 OXNARD

CA 93030

 Date: 2/14/2019
 Phone No. 805-200-5407
 Fax No.

 Attention: **Burris DeBenning**

Perform Preventive Maintenance Service and Inspections on the Following.

Engine Description	PM LEVEL 2	TOTAL
Cummins QSM11, SN 35126404 #1: 1955 Patterson Rd, OXNARD	LABOR: \$563.00 EST. PARTS: \$381.00	\$944.00
Olympian D20P1S, SN NPT00222 #2: 1500 Traidwinds Rd, OXNARD	LABOR: \$532.00 EST. PARTS: \$144.00	\$676.00
John Deere 3029TF270, SN PE3029T566587 #3: Seabridge Lane, OXNARD	LABOR: \$532.00 EST. PARTS: \$157.00	\$689.00
Onan DNAF, SN J028429758 #4: 1922 Merion Way, OXNARD	LABOR: \$500.00 EST. PARTS: \$189.00	\$689.00
Cummins QSB7-G5-NR3, SN 74084180 #5: 1955 Patterson Rd, OXNARD	LABOR: \$532.00 EST. PARTS: \$282.00	\$814.00
Caterpillar 3208, SN 5YF03226 #6: West Ventura Blvd, OXNARD	LABOR: \$532.00 EST. PARTS: \$261.00	\$793.00
John Deere 4045HF275, SN PE4045H417159 #7: 220 Riverpark Blvd, OXNARD	LABOR: \$532.00 EST. PARTS: \$275.00	\$807.00
Cummins QSB7-G3 NR3, SN 73123393 #8: 6001 Perkins Rd, OXNARD	LABOR: \$532.00 EST. PARTS: \$282.00	\$814.00
Caterpillar 3512, SN 1GZ02501 #9: 6001 Perkins Rd, OXNARD	LABOR: \$1,066.00 EST. PARTS: \$1,928.00	\$2,994.00
Caterpillar 3208, SN 5YF00565 #10: 6001 Perkins Rd, OXNARD	LABOR: \$532.00 EST. PARTS: \$261.00	\$793.00
Isuzu BR-4HK1X, SN 7511670 #11: 6001 Perkins Rd, OXNARD	LABOR: \$532.00 EST. PARTS: \$279.00	\$811.00
Isuzu BR-4HK1X, SN 7511783 #12: 6001 Perkins Rd, OXNARD	LABOR: \$532.00 EST. PARTS: \$312.00	\$844.00
Isuzu BR-4HK1X, SN 7511784 #13: 6001 Perkins Rd, Oxnard	LABOR: \$532.00 EST. PARTS: \$312.00	\$844.00
Caterpillar C15, SN FSE00892 #14: 6001 Perkins Rd, OXNARD	LABOR: \$594.00 EST. PARTS: \$742.00	\$1,336.00
Caterpillar G398, SN 73B00883 #15: 1955 Patterson Rd, OXNARD	LABOR: \$1,075.00 EST. PARTS: \$1,751.00	\$2,826.00
Caterpillar G398, SN 73B00884 #16: 1955 Patterson Rd, OXNARD	LABOR: \$1,075.00 EST. PARTS: \$1,751.00	\$2,826.00
TOTAL FEE \$:	\$19,500.00	\$19,500.00



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

DATE: February 4, 2020

TO: City Council

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

SUBJECT: Appeal of Planning Commission Action of PZ 18-500-12, Special Use Permit Regarding Property Located at 2900 Saviers Road; Request for Continuance to Date Uncertain. (5/5/5)

RECOMMENDATION

That the City Council continue the appeal hearing for Planning and Zoning Permit No. 18-500-12 (SUP) for property located at 2900 Saviers Road to a date uncertain.

BACKGROUND

On September 19, 2019, the Planning Commission (the “Commission”) held a public hearing to consider Planning & Zoning Permit No. 18-500-12 requesting approval of a Special Use Permit. The project scope involved demolition of an existing four-story vacant office building and construction of a 3,000 square-foot convenience store with alcohol sales for off-site consumption as well as a new 12-pump fuel facility. The proposed project is located at 2900 Saviers Road. Staff presented the project with a recommendation for approval.

At the public hearing, the Commission heard public testimony, deliberated, and made a motion of intent to deny the project, however, a resolution for denial was not available. Therefore, Planning Commission continued the project to October 17, 2019 at which meeting the Commission voted 4-0, with three Commissioners absent, to adopt a resolution to deny the project.

Pursuant to Sections 16-544 and 16-545 of the Oxnard City Code (the “OCC”), the action of the Planning Commission is final unless an appeal application to the City Council is filed within 18 days after the action date. On November 4, 2019, the Applicant filed a timely appeal application with the City (Attachment A).

On November 6, 2019, the Appellant / Applicant submitted a request that the appeal hearing be continued for 60 days (Attachment B). On December 3, 2019, the City Council continued the appeal hearing for this project to February 4, 2020.

DISCUSSION

The Appellant / Applicant is requesting a second continuation for the appeal hearing, but this time they are requesting the item to be continued to a date uncertain (Attachment C) as their team is exploring other viable options for the site and will be working with staff in this regard. The City Council has the discretion to honor this request. Alternatively, the City Council may set a formal appeal hearing date.

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

There is no financial impact.

COMMITTEE OUTCOME

This item was a public hearing and did come from the Housing and Economic Development Committee.

Prepared by: Veronica Ortiz-De Anda, Contract Planner

ATTACHMENTS

1. Attachment A - Appeal Application dated 11/4/2019
2. Attachment B - Applicant / Appellant Letter Requesting for Continuance dated 11/6/2019
3. Attachment C - Applicant/Appellant Letter Requesting for Continuance dated 1/2/2020



REQUEST FOR APPEAL

Community Development Department

Use this form to request an appeal of a decision rendered on one of the following type of permits: Administrative Wireless Permit; Discretionary Development Permit decision rendered by the Community Development Director; or a Discretionary Development Permit decision rendered by the Planning Commission.

After paying the required appeal fee to the Planning Division, submit the original request for appeal and two (2) copies along with verification that the appropriate appeal fee has been paid to the City Clerk's Office. To determine your appeal fee go to: oxnard.org/planning and click on planning handouts and applications or contact the Planning Division at (805) 385-7858.

I, Greg Fick, am requesting an appeal of a decision made by
Print name
 City of Oxnard Planning Commission that was made on October 17, 2019 regarding
State decision making body Date
18-500-12
Specify PZ No.

Check one of the following:

- ☐ **Appeal of a Decision Rendered on a Wireless Permit.** Pursuant to Section No. 16-488 (C) of the Oxnard City Code, I am submitting an appeal to the Secretary of the Planning Commission and I am paying the necessary fees to the Planning Division. I am filing this appeal within 10 days of the Planning Manager's decision on a wireless communications facility permit. I am requesting that this appeal be considered by the Planning Commission.
- ☐ **Appeal of a Decision Rendered on a Discretionary Permit - Community Development Director.** Pursuant to Section No. 16-525 (B) of the Oxnard City Code, I am submitting an appeal to the City Clerk and I am paying the necessary fees to the Planning Division. I am filing this appeal within 10 days of the Community Development Director's decision on a discretionary permit. I am requesting that this appeal be considered by the Planning Commission.
- ☒ **Appeal of a Decision Rendered on a Discretionary Permit - Planning Commission.** Pursuant to Section 16-545/17-58(J) of the Oxnard City Code, I am submitting an appeal to the City Clerk and I am paying the necessary fees to the Planning Division. I am filing this appeal within 18 days / 10 working days of the Planning Commission's decision on a discretionary permit. I am requesting that this appeal be considered by the City Council.

State the grounds, facts, and if known the code sections supporting your request: (Provide additional sheets if necessary)

See Attachment A.

RECEIVED

NOV 04 2019

CITY OF OXNARD
DEVELOPMENT SERVICES

X

Appellant Signature

Date

cc: City Attorney
Community Development Director
Project Planner
Applicant

OFFICE USE ONLY	
Date Received:	
Received By:	
Contacted Dept/Division Rep:	

ATTACHMENT A

APPEAL OF OXNARD PLANNING COMMISSION DECISION

PLANNING CASE NUMBER: PZ 18-500-12

BV Oxnard, LLC (“BVO”) is owner of that certain parcel of real property commonly referred to as 2900 Saviers Road (the “Property”) located in the City of Oxnard (“City”). The Property contains approximately 45,738 square feet of lot area. The Property is improved with a vacant multi-story building (the “Building”). The Building’s ground floor (5,870 square feet) was most recently occupied with a bank. The Building’s upper floors (21,580 square feet) were most recently occupied with office uses. BVO proposed to redevelop the Property with a new 3,000 square foot convenience store selling beer and wine for off-site consumption and a gas station (the “Project”). The Project would allow the existing 7-11 from 3280 Saviers Road (the “Existing Operation”), located less than a thousand feet away, to move to the Property. The Project is subject to approval of Special Use Permit Case No. PZ-18-500-12(SUP) (the “SUP”). The SUP application and various supporting documents was filed on September 6, 2018 and was processed by the Oxnard City Planning Department (“Planning Department”). Throughout the SUP process, there were concerns raised by various parties including the Planning Department and City residents. Gonzales Law Group (“GLG”) submitted a letter dated July 25, 2019 that addressed all issues raised by the Planning Department and the residents (the “GLG Letter”). The GLG Letter is hereby incorporated by reference and attached as Exhibit 1.

On September 19, 2019, a hearing (the “Hearing”) was held before the City’s Planning Commission (“CPC”) to consider the SUP. CPC’s discretion for approving the SUP is narrow, and CPC repeatedly abused their discretion. Throughout the Hearing, CPC demonstrated their denial of the SUP was not based on substantial evidence, but their own personal disdain for the Project. At the Hearing CPC voted to deny the SUP, contrary to City Staff’s recommendation. A resolution for denial was not before the CPC at the Hearing, therefore a subsequent hearing was held on October 17, 2019 to finalize the decision. On October 17, 2019, CPC considered the resolution to deny the Project (the “Resolution”) and denied the SUP.¹ There was no substantial evidence provided at the Hearing or in the Resolution to justify denial of the Project. The decision was made arbitrarily and capriciously.

I. No Substantial Evidence Was Presented at the Hearing to Support the CPC Findings

In the City a special use permit is a conditional use permit by another name. The law surrounding discretionary action on conditional use permits is clear. The City’s discretion in acting on a special use permit is narrow and a decision cannot be made arbitrarily or capriciously. Findings must be made by the quasi-judicial body as part of its determination of whether to grant or deny a conditional use permit, or in this case a

¹ A copy of the Resolution was delivered by email to Tait and Associates on October 25, 2019. The Resolution did not have a number and was unsigned.

special use permit.² The decision to approve or deny a special use permit, must be supported by findings of fact that are supported by substantial evidence in light of the entire record.³ The CPC's findings directly contradict the evidence in light of the entire record.

II. The Findings Outlined in the Resolution Directly Contradict the Entirety of the Evidence in the Record.

The Resolution states that the project should be denied because findings could not be made for Oxnard Municipal Code (the "OMC") Section 16-531(A) for a special use permits and findings could not be made pursuant to City Council Resolution No. 11,896 for alcohol related uses.

- a. **Pursuant to OMC Section 16-531, in addition to consistency with the 2030 Oxnard General Plan ("General Plan"), the following findings were made in the Resolution to deny a special use permit: "(A) the nature, condition and development of adjacent uses, buildings and structures shall be considered, and no proposed special use permit shall be granted if the approval body finds such use will adversely affect or be materially detrimental to such adjacent uses, buildings or structures or to the public health, safety or general welfare". The following are CPC's findings based on OMC Section 16-531(A) and the reasons they were made in error:**

Section 1.1.A – The proposed Project would be materially detrimental to the public health, safety, or general welfare because the Project will adversely impact the existing baseline conditions which consists of an undue concentration of alcohol outlets in the immediate area; a high crime rate in the neighborhood; continuous problems of vagrancy at the existing store seeking to relocate to the Project site; and the potentially significant historic resource located on the project site.

All evidence submitted at the Hearing demonstrates that the Project would not be materially detrimental to the public health, safety or general welfare of the surrounding community. As demonstrated multiple times during the Hearing, the Existing Operation's issues are caused by its location, not the business.⁴ The Existing Operation is one tenant in a larger structure. The Existing Operation's operator (the "Operator") has no control over the Existing Operation's building. Additionally, the Existing Operation is not subject to an SUP and therefore is not subject to any operational conditions.

Evidence at the hearing demonstrated that moving the Existing Operation to a single building would allow greater oversight and less problems. Moving the Existing Operation to the Property would also allow the City to exert control over the Project in the form of conditions. Oxnard Police Department ("OPD") representatives testified that

² *Breakzone Billiards v. City of Torrance*, 81 Cal. App. 4th 1205, 1244, 97 Cal. Rptr. 2d 467, 497 (2000)

³ *Id.*

⁴ Video of the Hearing can be accessed at <https://oxnardca.civicclerk.com/Web/Player.aspx?id=271&key=-1&mod=-1&mk=-1&nov=0>. Testimony from Sergeant Tim Kelley starts at approximately 1:04:30.

moving the Existing Operation to the Property would allow more oversight and be beneficial for safety purposes. Unfortunately, this reasoning was completely disregarded by the CPC in the deliberation, and absent in the findings.

It is also worth noting that the Existing Operation will be transferring their ABC license to the Property. A new license will not be added for purposes of the Project. The Property and the Existing Operation are located within the same census tract. Therefore, there will be no change in concentration of alcohol related businesses within the area. There is absolutely no evidence the Project will affect the baseline undue concentration of alcohol because the base line will not change.

Section 1.1.B – Data from the City Police Department provides information about the number of commercial establishments that sell alcohol in the Project vicinity, crime rate, and policing problems in the neighborhood. The report cites that within 1000 feet of the Project site, there are seven (7) alcohol outlets including the one proposing to relocate to the subject site. The 2017 crime rate in the area is 4.9 times higher than the average crime rate citywide and 1.6 times higher than the citywide commercial rate. There [sic] report also cites various problems with policing in the area including that the Applicant's existing store has continuous problems with loitering and panhandling by the homeless, which requires regular police patrol to address.

All evidence presented at the Hearing demonstrates that closing the Existing Operation and relocating to the Property allows the City to exert control over the Project by imposing operational conditions. As mentioned above, this is because the Existing Operation is not subject to an SUP and therefore not subject to conditions. OPD prepared a report dated February 14, 2019 (the "OPD Report") for the potential SUP that states in its conclusion the following: "The applicant's proposal to close one store and replace it with another more modern and better designed establishment to address the concentration and crime concerns is reasonable".⁵ Testimony by OPD Sergeant Tim Kelley at the Hearing demonstrated that moving the Existing Operation to the Property would be a "better situation" for the OPD.⁶ During the Hearing Sergeant Tim Kelley also stated that the Property's current problems with homelessness and loitering stem from the vacant Building.⁷ Sergeant Tim Kelley directly states that loitering is a problem with the Property because the Building is abandoned. Vice-Chair Chua responded to Sergeant Tim Kelley's expert opinion by stating his own opinion that loitering may still be a problem with the site if the Building was replaced with the Project.⁸ Sergeant Tim Kelley ends his testimony stating that the Project would result in a "better situation" for OPD.⁹ CPC ignored testimony by Sergeant Tim Kelley and OPD by finding the opposite of what the evidence supports. This evidence was neither considered in deliberation nor mentioned in the findings.

⁵ Oxnard Police Report dated February 14, 2019, Page 5.

⁶ Hearing video at 1:04:30.

⁷ *Id* at 1:07:00.

⁸ *Id* at 1:12:00.

⁹ *Id*.

Section 1.1.C - Relocation of the Applicant's existing store at 3280 Saviers to the subject site with a fuel station will not improve crime and homeless activity problems in the area as a larger facility with more merchandise choices and the fuel station aspect of the Project relocated to a prominent City intersection may bring more customers compared to the location of the existing store and reasonably increase the sale of alcoholic beverages to the homeless.

This finding is not based on substantial evidence and is irrelevant to the findings required for the SUP. The Project is located in a C-2 zone that allows convenience stores by right. The amount of merchandise being sold within the convenience store does not require a special use permit. Also, making a finding that a fuel station will allow more homelessness defies all logic. There is no evidence to suggest that more customers using a store would result in an increased sale of alcohol beverages to the homeless. Instead, evidence in the record demonstrates that the opposite would occur because the City would be allowed to impose conditions. At the Hearing, Sergeant Tim Kelley stated that it would be a benefit to move the Existing Operation to the Property where it can be better regulated.¹⁰ No substantial evidence on the record supported the above finding.

During deliberation, CPC commissioners directly disregarded evidence presented to them that conditions will allow the City to closely monitor the Property, and exert greater control over the Project than they have over the Existing Operation. CPC Chair Diedre Frank stated that she had gone to businesses with imposed conditions and sees violations all the time.¹¹ She does not cite any examples. Chair Frank then contradicted herself when she conceded that conditions "help".¹²

Section 1.1.D - Demolition of the existing building on the Project site may cause impacts to a potentially significant historical resource as the building was designed by a recognized and respected architecture firm, Frank Homolka & Associates. The Applicant did not undergo a Historical Resource Assessment with the Ventura County Cultural Heritage Board and therefore the impacts to significant historic resources, if any, are unknown; therefore, the Planning Commission is not able to determine if the Project is Categorically Exempt from the California Environmental Quality Act ("CEQA").

California Public Resource Code ("PRC") Section 21084.1 states:

"A project that may cause a substantial adverse change in the significance of an historical resource is a project that may have a significant effect on the environment. For purposes of this section, an historical resource is a resource listed in, or determined to be eligible for listing in, the California Register of Historical Resources."

CEQA Guideline 15064.5(a)(3) defines historical resource as:

¹⁰ *Id* at 1:13:00.

¹¹ *Id* at 1:13:00.

¹² *Id*.

“(3) Any object, building, structure, site, area, place, record, or manuscript which a lead agency determines to be historically significant or significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California may be considered to be an historical resource, **provided the lead agency's determination is supported by substantial evidence in light of the whole record** (emphasis added). Generally, a resource shall be considered by the lead agency to be “historically significant” if the resource meets the criteria for listing on the California Register of Historical Resources (Pub. Res. Code, § 5024.1, Title 14 CCR, Section 4852) including the following:

- (A) Is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage;
- (B) Is associated with the lives of persons important in our past;

(C) Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values; or

(D) Has yielded, or may be likely to yield, information important in prehistory or history.”

CPC states that they are unable to determine a Categorical Exemption is valid because the Property is potentially a historic resource. As the lead agency, the City is tasked with determining if the Property is a historic resource. As demonstrated above, for the Property to be designated a historic resource there must be substantial evidence in light of the whole record. The Property has not been listed in any local, state, or federal register and there has been no substantial evidence submitted before the Hearing or at the Hearing to demonstrate that the Property is a historic resource. Moreover, City Staff did not determine that the resource may be a historical resource. CPC Commissioners based their decision that the building was a potentially historic resource on nothing. During deliberation, Chair Frank's stated that “this architect is a significant architect”.¹³ This statement was not supported by any evidence, and there was no evidence presented at the Hearing to support a historical determination. Therefore, based on all available evidence, the Property is not a historic resource and a Categorical Exemption is appropriate.

- b. Pursuant to City Council Resolution No. 11,896. The proposed use is likely to create or significantly aggravate police problems within 1,000 feet of the location for which the special use permit is applied. The following are CPC's findings based on City Council Resolution No. 11,896 and the reasons they were made in error:**

Section 1.2.A - The Project will create or significantly aggravate police problems within 1,000 feet of the location for which the special use permit is requested because

¹³ *Id* at 2:59:00.

the Project site is located in a corner of a major City intersection where there would be more patrons due to more merchandise choices, including gas.

The answers to Section 1.1.A, 1.1.B and 1.1.C are hereby incorporated. No substantial evidence was presented at the Hearing to support this finding. As noted above, police testimony at the Hearing as well as the OPD Report demonstrate that the police **prefer** moving the Existing Operation to the Property. The Existing Operation's legal nonconforming rights allow the Existing Operation to sell alcohol without an SUP. Therefore, the Existing Operation is not subject to any conditions. All evidence strongly demonstrate that SUP conditions will allow the OPD and the City to better control the Property and Project. As mentioned above, the Property is located in a C-2 zone and can have a convenience store located there by right. The amount of merchandise provided does not matter. Therefore, the finding that the Project will create or significantly aggravate police problems is not based on substantial evidence.

Section 1.2.B - These patrons include the homeless, who loiter and panhandle and consume the alcoholic beverage [sic] they buy outside the store in public. The Project provides a larger facility with a new fuel station on a prominent corner lot with more visibility, and through those combination of factors, the Planning Commission finds the problems of crime, loitering, and panhandling by the homeless are not expected to improve in part due to the inability of the Applicant to manage these problems at the existing store location.

The answers to Section 1.1.A, 1.1.B and 1.1.C are hereby incorporated. This finding is inaccurate because the Operator is not the Applicant, therefore the Applicant is not responsible for the Existing Operation's surrounding. Also, the Operator does not have control over many factors within the Existing Operation's building because the Existing Operation is part of a larger building complex. Operator's testimony at the hearing demonstrated that the Operator is not directly responsible for managing the problems cited at the Existing Operation.¹⁴ However, the CPC found the Operator is responsible for problems the Operator has no control over. Vice-Chair Chua demonstrates his contempt for the Project when he states in the hearing that the Operator's solution to the problems he is having at the Existing Operation is to "run away and open another site".¹⁵ Police testimony earlier in the Hearing demonstrated that a new site with conditions is **preferable** to the OPD. Vice-Chair Chua directly disregarded all information that demonstrate the Operator currently has no control over the Existing Operation's building. As demonstrated, no substantial evidence was presented at the Hearing to support this erroneous finding. The evidence presented at the Hearing directly contradict this finding.

Section 1.1.C – The Project is likely to create or significantly aggravate police problems within 1,000 feet for which the special use permit is applied.

The answers to Section 1.1.A, 1.1.B and 1.1.C are hereby incorporated. There was nothing presented at the Hearing that states the Project would likely aggravate

¹⁴ *Id* at 1:18:00.

¹⁵ *Id* at 1:23:00.

police problems. In fact, as mentioned above, police testimony directly contradicts this finding. Sergeant Tim Kelley stated that the new location with conditions is preferable. Nowhere is that mentioned in the findings. Therefore, no substantial evidence was presented at the Hearing to support this finding. The evidence presented at the Hearing directly contradict this finding.

III. The CPC Commissioner's Deliberation During the Hearing Demonstrates the Decision to Reject the SUP Was Made Arbitrarily and Capriciously

As mentioned in the GLG Letter, the CPC's discretion in approving the SUP is narrow. The decision to approve or deny a conditional use permit, or in this case a special use permit, must be supported by findings of fact that are in turn supported by substantial evidence in the record before the decision maker at the time of the decision.¹⁶

Commissioners abused their discretion and made their decision outside their scope of review as demonstrated by CPC's deliberation at the Hearing. The following are examples of statements by CPC Commissioners that suggest their decisions were made arbitrarily and capriciously¹⁷:

- *Commissioner Chavez stated that the business would steal business from the neighboring market.*

The C-2 zone allows convenience store uses by right.¹⁸ The effect the Project would have on nearby market sales is not part of the analysis for the SUP. Therefore, this comment demonstrates the findings are based on evidence irrelevant to the SUP.

- *Commissioner Chavez stated that homeless spend more time in front of 7-11 than any other business.*

The homeless are mentioned several times in the Resolution. OPD stated during the hearing and in the OPD Report that there is already a problem with homelessness in the area. Commissioner Chavez cites only his personal experience near the Existing Operation. Therefore, this comment demonstrates the findings are based on evidence irrelevant to the SUP.

- *Commissioner Chavez accused the petition supporting the 7-11 as having "duplicate signatures".*

Commissioner Chavez did not cite to any specific signatures. Therefore, this comment demonstrates the findings are based on evidence irrelevant to the SUP.

¹⁶ *Krater v. City of Los Angeles*, 130 Cal. App. 3d 839, 181 Cal. Rptr. 923 (Ct. App. 1982).

¹⁷ Deliberation started at 2:30:00 of the Hearing video.

¹⁸ OMC Section 16-135.

- *Commissioner Meyer stated that the business would damage children's health because of the junk food.*

As mentioned above, the sale and consumption of junk food is permitted in the C-2 zone and would not require a special use permit. Therefore, this comment demonstrates the findings are based on evidence irrelevant to the SUP.

- *Commissioner Meyer asked where the Operator would see the "demand" for a convenience store.*

As mentioned above, the sale and consumption of junk food is permitted in the C-2 zone and would not require a special use permit. Therefore, this comment demonstrates the findings are based on evidence irrelevant to the SUP.

- *Commissioner Meyer stated that the business would allow children "visual access" tobacco products.*

The sale or display of tobacco product within a C-2 zone do not require a special use permit and can be done by right. Therefore, this comment demonstrates the findings are based on evidence irrelevant to the SUP.

- *Commissioner Dozier stated that he would prefer a business that created more jobs.*

The findings required for the SUP was not based on the number of jobs it can bring. The number of jobs provided is not relevant to granting the SUP. Therefore, this comment demonstrates the findings are based on evidence irrelevant to the SUP.

- *Commissioner Fuhring stated that he did not think this is the right use for the Property and other development projects should be considered.*

Commissioner Fuhring did not cite to any traffic study, but from his own personal experience of the traffic in the area. Traffic studies were provided and blatantly disregarded during the deliberation. Therefore, this comment demonstrates the findings are based on evidence irrelevant to the SUP.

- *Commissioner Flores stated that the Project does not create jobs, and that the project will bring congestion to the area.*

The findings required for the SUP was not based on the number of jobs it can bring. The number of jobs provided is not relevant to granting the SUP. Therefore, this comment demonstrates the findings are based on evidence irrelevant to the SUP.

- *Vice Chair Chua stated that he thought conditions would actually allow the City to provide more oversight to the project.*

However, Vice-Chair Chua then stated that there will be a negative effect in the area for crime. Therefore, this comment demonstrates the findings are based on evidence irrelevant to the SUP.

IV. Conclusion

The evidence in light of the entire supports findings for approving the SUP. CPC's decision to deny the SUP was not based on substantial evidence. Accordingly, we urge this Commission to overturn the CPC decision and grant the SUP.

Exhibit 1



Gonzales Law Group, APC
 800 Wilshire Blvd., Suite 860 | Los Angeles, CA 90071
 Telephone: 213.279.6965 | Facsimile: 213.402.2638
www.gonzaleslawgroup.com

Michael Gonzales
 E-mail: mgonzales@gonzaleslawgroup.com

July 25, 2019

VIA EMAIL ONLY

City of Oxnard
 Community Development
 Planning Division
 214 South C Street
 Oxnard Ca, 93030
 Attn: Veronica Ortiz-De Anda

Re: CASE No. PZ-18-500-12(SUP)

To Whom it May Concern:

This firm represents BV Oxnard, LLC ("BVO") owner of that certain parcel of real property commonly referred to as 2900 Saviers Road (the "Property") located in the City of Oxnard ("City"). The Property contains approximately 45,738 square feet of lot area. The Property is improved with a vacant multi-story building (the "Building"). The Building's ground floor (5,870 square feet) was most recently occupied with a bank. The Building's upper floors (21,580 square feet) were most recently occupied with office uses. BVO proposes to redevelop the Property with a new 3,000 square foot convenience store selling beer and wine for off-site consumption and a gas station (the "Project"). The Project is subject to approval of Special Use Permit Case No. PZ-18-500-12(SUP) (the "SUP"). The SUP application and various supporting documents was filed on September 6, 2018 and is currently being processed by the Oxnard City Planning Department ("Planning Department").

The Planning Department recently provided us with various comment letters submitted by members of the public purportedly opposing the Project. The letters are full of factual errors, inaccuracies and speculative opinion. The letters contain no substantial evidence to support the

City of Oxnard
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assertions set forth therein. One of the letters is from a nearby Chevron gas station owner who fears economic rivalry and thus is motivated by possible declines in sales if the Project is implemented. Additionally, the letters fail to show that the Project cannot satisfy the findings for approval of the SUP as set forth in Oxnard Municipal Code ("OMC"). For the reasons set forth below, we respectfully request the City Planning Commission ("Commission") disregard the comments letters when considering the Project's SUP.

I. THE CITY'S DISCRETION IN APPROVING A SPECIAL USE PERMIT IS NARROW

In the City a special use permit is a conditional use permit by another name. The law surrounding discretionary action on conditional use permits is clear. The City's discretion in acting on a special use permit is narrow and cannot be arbitrary. The decision to approve or deny a conditional use permit, or in this case a special use permit, must be supported by findings of fact that are in turn supported by substantial evidence in the record before the decision maker at the time of the decision.¹

According to OMC Section 16-531, in addition to consistency with the 2030 Oxnard General Plan ("General Plan"), only the following findings are required to act on a special use permit: "(A) the nature, condition and development of adjacent uses, buildings and structures shall be considered, and no proposed special use permit shall be granted if the approval body finds such use will adversely affect or be materially detrimental to such adjacent uses, buildings or structures or to the public health, safety or general welfare; (B) the site that is subject to the special use permit shall be adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and items which may be required by section 16-532; (C) the site that is subject to the special use permit shall be served by highways adequate in width and improved as necessary to carry the kind and quantity of traffic such use would generate; and (D) the site that is subject to the special use permit shall be provided with adequate sewerage, water, fire protection and storm drainage facilities."

The Commission's action on a special use permit must be based on these findings of fact. The Commission findings of fact must be based on substantial evidence in the record. Similarly, denial of a special use permit must be based on an inability to make these findings or making the findings in the negative. OMC Section 16-530(A) provides that "an application for a special use permit shall be determined as provided in this article." Moreover, the Commission's action must be based on substantial evidence in the record before the City at the time the decision is made.² Put another way, the City's review authority is limited to the factual inquiry set forth in Section 16-531

¹ Krater v. City of Los Angeles, 130 Cal. App. 3d 839, 181 Cal. Rptr. 923 (Ct. App. 1982).

² California Code of Civil Procedure Section 1094.5(b) and (c).

City of Oxnard
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of the OMC. Failure to base findings on substantial evidence in the record is an abuse of discretion.³

The opposition letters submitted to the record do not support a conclusion that findings for approving the SUP cannot be made. The opposition letters, one of which is driven solely by fear of competition, are factually inaccurate and contain information irrelevant to the City's limited discretion in considering requests for special use permits. The opposition letters, therefore, should be disregarded.

II. THE PROJECT IS CONSISTENT WITH THE GENERAL PLAN

The Project is in conformance with the General Plan. The Property is designated Commercial General. The General Plan describes the Commercial General designation as containing "[r]etail centers and free-standing commercial uses along arterials, may also include office, residential uses up to 18 dwelling units per acre, live/work, work/live, and mixed uses."⁴ Floor area ratio ("FAR") is described as 0.35 to 1.⁵ The Property is zoned C-2, which is a general commercial zone that permits various commercial uses including pool halls, department stores, and retail stores. The C2 zone is expressly set forth as a corresponding zone to the Commercial General land use designation.⁶ A special use permit is required for "convenience stores or mini-markets which may both serve packaged alcoholic beverages and dispense gasoline."⁷ The required SUP does not render the Project inconsistent with or out of conformance with the General Plan. The Project is a commercial use along a major arterial with an FAR of 0.06 to 1. Accordingly, the Project is consistent with the General Plan. Moreover, none of the opposition letters assert inconsistency with the General Plan.

III. THE PROJECT WILL NOT ADVERSELY AFFECT OR BE MATERIALLY DETRIMENTAL TO ADJACENT USES, BUILDINGS OR STRUCTURES OR TO THE PUBLIC HEALTH, SAFETY OR GENERAL WELFARE

A. The Project will not Adversely Affect or be Materially Detrimental to Adjacent Uses Buildings or Structures

BVO proposes to redevelop the Property with a gas station and convenience store selling beer and wine. The Property is located at the southeast corner of Saviers Road and East Channel Islands Boulevard. The Property is bordered on all sides by public streets and does not immediately abut private property or any residential uses. There are nearby schools, daycare centers or other

³ Krater v. City of Los Angeles, 130 Cal. App. 3d 839, 181 Cal. Rptr. 923 (Ct. App. 1982); California Code of Civil Procedure Section 1094.5(b) and (c).

⁴ Oxnard 2030 General Plan Page 3-16.

⁵ *Id.*

⁶ Oxnard 2030 General Plan Page 3-19 Table 3.2.

⁷ OMC Section 16-136(A)(8).

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sensitive receptors. The Property's immediate vicinity is improved with commercial uses and is zoned either C1, C2 or COPD. A Chevron gas station is located west of the Property across Saviers Road. A Wells Fargo bank is located to the northwest, and a large grocery store anchored shopping center is north of the Property. The Saviers Road corridor is unquestionably commercial in nature.

Saviers Road is one of the only north south commercial corridors in South Oxnard, which is largely occupied by a US Naval Base. In the Property's vicinity, Saviers Road is a 6-lane major commercial corridor divided by a median. Convenience stores with gas stations are typically common along major commercial corridors. The only gas station in the Property's vicinity, however, is the Chevron gas station west across Saviers Road. The next closest gas stations are an Arco at the intersection of Saviers Road, South Oxnard Boulevard and West Wooley Road approximately 1.3 miles away, and a 76 gas station at the intersection of Saviers Road and East Yucca Street, approximately ½ mile away. The Project, therefore, would be a welcome addition to the many motorists who travel the Saviers Road corridor to reach the northern parts of the City.

B. The Project will not Increase, Cause or Create Additional Homelessness in the Property's Immediate Vicinity

Many of the opposition letters suggest that the Project will increase the number of homeless, the number of people asking for money and the level of criminal activity. These statements are opinion and are not supported by any evidence in the record. In fact, the Property is currently vacant and serves as a hideout for homeless and other nefarious activity because the Property lacks any activity. The Oxnard Police Department ("OPD") acknowledges this fact in a letter dated February 14, 2019 (the "OPD Letter").⁸ Improving the Property with the Project will increase activity in the area and will reduce the potential for homeless and nefarious activity. The increased pedestrian and vehicular traffic will add eyes to the currently dark Property. The letters suggest that developing the Property with some other use may somehow solve South Oxnard's homeless problem. This is simply false. The cause of homelessness cannot be attributed to any one type of development.

The letters repeatedly suggest that stores selling alcohol attract homeless but offer no evidence to support this assertion other than a few grainy photos of a nearby 7-Eleven store at 3280 Saviers Road. All photos were taken on the same night, May 11, 2019 and may have been taken by the same individual. This 7-Eleven, located in a multi-tenant shopping center that includes a large coin operated laundry, will close and relocate to the Property upon Project implementation. The 7-Eleven operator will have more control over the Property as the sole lessor and user of the Property. Moreover, the OPD is requesting the imposition of 40 conditions of approval on the SUP, including, but not limited to, limiting alcoholic beverage display space, limiting sales hours for alcoholic beverages, and prohibiting the sale of single cans and bottles of alcoholic beverages.⁹ The current

⁸ OPD Letter Page 4.

⁹ OPD Letter Attached Requested Conditions of Approval.

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7-Eleven operation is not subject to a special use permit and thus not subject to operational conditions.

The area's homeless problem cannot be attributed to any type of use or any single operation. Commercial corridors in many cities attract homeless activity in the evening hours when there are less eyes on the street. The Saviers Road corridor is no exception. Many issues associated with homeless populations, like loitering, pan handling and public intoxication can be addressed by responsible operators who adhere to the strict condition imposed on a special use permit. Again, approval of the SUP will have at least 40 conditions imposed at the request of OPD. Many of the letters assert that certain activity will occur but provide no evidence to support those assertions. Accordingly, the letters must be disregarded because the Project will not adversely affect or be materially detrimental to adjacent uses or buildings.

C. Food Sales will not Adversely Affect or be Materially Detrimental to the Public Health or General Welfare

One of the letters takes issue with the Projects proposal to sell fresh foods, including fresh fruit and sandwiches made daily. The letter contains an article criticizing 7-Eleven healthy food options as too expensive and offers no other evidence why selling healthy foods at a convenience store is problematic. The letter also points out that most convenience stores are associated with the sale of processed food-like products that are high in fat and carbohydrate content. The letter asserts that regular consumption of these foods predispose people to illness and disease. The letter, however, offers absolutely no evidence the Project's patrons will regularly consume processed food in general or from the Project in particular. Moreover, the Project will result in the relocation of the existing nearby 7-Eleven, which sells similar food products, to the Property. The Project is not the addition of a second 7-Eleven to the area. The opposition letters do not contain any substantial evidence that relocating the existing nearby 7-Eleven to the Property will adversely affect the public health or general welfare because of available food items.

D. Gas Station Operations are Heavily Regulated in California to Limit the Potential for Accidental Vapor Release

This same opposition letter asserts that the Project will release carcinogenic vapors into the atmosphere during gas station operations. The Project is subject to the jurisdiction of both the California Air Resources Board ("CARB") and the South Coast Air Quality Management District ("SCAQMD"). Both CARB and SCAQMD impose strict operational requirements on gas station operations to reduce the accidental release of carcinogenic vapors.¹⁰ The opposition letter, however, erroneously states that the Project will result in hazardous chemical exposure to nearby residents. The opposition letter offers a research paper dated September 24, 2018 from the Department of Environmental Health Sciences, Mailman School of Public Health, Columbia

¹⁰ California Health and Safety Code Section 41954 and 41960.2; SCAQMD Rule 461.

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University (the "Research Paper").¹¹ The Research Paper studied two gas stations. One gas station located in the Northwestern United States was studied in 2009. The second gas station located in the Midwestern United States was studied in 2015. The Research Paper did not study any other gas stations and none of the subject gas stations was in the California. The Research Paper does not indicate the age of the subject stations or the age of the equipment used by the subject stations. Moreover, the Research Paper states that "the peak vent emissions were partly due to non-compliant bulk fuel drops where the Stage I recovery system either was not correctly hooked up by the delivery driver or to hardware problems with piping and/or valves. Clearly the increased vapor emissions reflected in the Research Paper were caused by station specific issues and by specific human actors working those stations. Inferring that a newly constructed gas station that adheres to current CARB and SCAQMD is somehow like the subject stations studied in the Research Paper is more than a logical stretch, it is a complete non sequitur. Other than using environmental scare tactics to create a perception the Project will adversely affect or materially detriment the public health or general welfare, the opposition letter does not contain credible evidence.

IV. THE PROPERTY IS ADEQUATE IN SIZE AND SHAPE TO ACCOMMODATE THE YARDS, WALLS, FENCES, PARKING AND LOADING FACILITIES AND LANDSCAPING

The Property contains approximately 1.05 acres of lot area. The property is square in shape and is surrounded by public streets with access from Saviers Road, East Channel Islands Boulevard and Samuel Avenue. The Property is adequate in size and shape to accommodate the Project and the yards required in the C2 zone for commercial uses. All required parking and loading facilities can be accommodated on site. The Project adheres to all applicable development regulations. The Applicant is not requesting relief from any applicable development regulations. The opposition letters do not assert that this finding cannot be made. Accordingly, the Property is adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities and required landscaping.

V. THE PROPERTY IS SERVED BY HIGHWAYS ADEQUATE IN WIDTH AND IMPROVED AS NECESSARY TO CARRY THE KIND AND QUANTITY OF TRAFFIC SUCH USE WOULD GENERATE

The Property is served by fully improved highways that are adequate in width to accommodate the Project's protected traffic generation. According to the Focused Traffic Impact Assessment dated August 31, 2018 (the "Traffic Assessment") and submitted to the City on September 6, 2018, the Project is expected to generate a total of 1,120 net trips over the course of 24 hours. The Project, however, will generate 7 net less fewer trips in the AM peak hour and 28 less net trips in the PM peak hour when compared to the prior bank and offices uses contained in the

¹¹ The opposition letter also includes a summary of the Research Paper published by Science Daily and a print-out of what appears to be a blog titled Earth Talk.

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Building. In other words, the Project will generate less vehicle trips at the most congested hour of the morning and evening commute. Project implementation will result in less vehicles on the road during the peak hours.

As noted above, Saviers Road is a six-lane north south highway in the Property's vicinity. East Channel Islands Boulevard is a four-lane east west highway in the Property's vicinity. Both highways are adequate in width and improved to carry the projected Project generated traffic. A few of the opposition letters allege the Project will result in an unacceptable traffic increase and will increase the probability of accident and stress experienced by drivers. Other than speculative opinion, the opposition letters offer no evidence or empirical data to support these positions. The Applicant, on the other hand, has prepared the Traffic Assessment, which demonstrates the Project will result in reduced traffic during the AM and PM peak hours when compared to the prior office and bank uses. The Traffic Assessment was reviewed and approved by the City's Department of Transportation. While the Project will result in increased daily traffic generation, these trips will not put pressure on the adjacent intersections during the AM and PM peak hours when drivers experience most traffic congestion. The Project's trip generation will be spread throughout the day and will be less perceptible. If the Building was repopulated with bank and office uses, permitted by right in the C2 zone, AM and PM peak hour traffic impacts would be greater. Accordingly, the Project's trip generation can be adequately accommodated by the adjacent highways. The opposition letters do not contain a shred of substantial evidence to rebut the Traffic Assessment's empirical data. Accordingly, the opposition's speculative assertions that the Project will have traffic impacts must be disregarded.

VI. THE PROPERTY IS LOCATED IN A HIGHLY URBANIZED AREA AND IS ADEQUATELY SERVED BY SEWERAGE, WATER, FIRE PROTECTION AND STORM DRAINAGE

The Property is served by adequate sewerage, water, fire protection and storm drainage facilities. The Property is in an urbanized area adequately served by City utilities like sewer and water. Converting the Property from 27,450 square feet of bank and office uses will reduce the demand for both sewer and water services. Similarly, demolishing and replacing the 27,450 square foot multi-story Building with 3,000 square foot single story structure will not increase fire protection demands. The Project will not increase the amount of impervious surface and will not change drainage patterns because most of the Property is currently impervious. Finally, during multiple Development Advisory Committee meetings, City Staff did not raise material concerns with the adequacy of these utilities and services.

City of Oxnard
July 25, 2019
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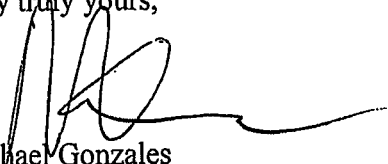
**VII. THE PROJECT DOES NOT CHANGE THE CONCENTRATION OF
ALCOHOLIC BEVERAGE LICENSES IN THE AREA**

The Project will not add to the concentration of alcoholic beverage licenses in Census Tract 0040.00. As noted above, Project implementation will result in relocating the existing 7-11 at 3280 Saviers Road to the Property. The existing alcoholic beverage license will be also be transferred to the Property. Moreover, as noted above the existing 7-11 operates without conditions of approval. Transferring the existing alcoholic beverage license to the Property will result in the imposition of at least 40 conditions of approval requested by OPD. Taking the currently unregulated license and subjecting that license to stringent operational conditions is a positive outcome of the area. OPD is aware of this benefit stating that "establishing the business at the new location will allow the City the opportunity to condition the business through the Alcohol SUP."¹² Therefore, the Project will not change the concentration of alcoholic beverage licenses.

VIII. CONCLUSION

The findings for approving the Project's SUP can be made. The opposition letters do not contain any substantial evidence to the contrary. The opposition letters contain are full factual errors and inaccuracies. The opposition letters contain speculation and opinion regarding the Project's effect. Additionally, the opposition letters rely on irrelevant data to draw parallels between accidental vapor release and the Project. Accordingly, we urge this Commission to disregard the opposition letters.

Very truly yours,



Michael Gonzales
Gonzales Law Group APC

¹² OPD Letter Page 5.



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Michael Gonzales
 E-mail: mgonzales@gonzaleslawgroup.com

November 6, 2019

VIA EMAIL ONLY

City of Oxnard
 Community Development
 Planning Division
 214 South C Street
 Oxnard Ca, 93030
 Attn: Jeffrey Lambert, Planning Director
 jeffrey.lambert@oxnard.org

RE: CASE No. PZ-18-500-12(SUP)

Dear Mr. Lambert:

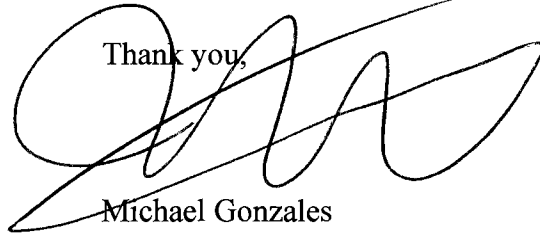
As you may know, we represent BV Oxnard, LLC ("BVO") owner of that certain parcel of real property commonly referred to as 2900 Saviers Road (the "BVO Property") located in the City of Oxnard ("City"). BVO proposes to redevelop the Property with a new 3,000 square foot 7-Eleven convenience store selling beer and wine for off-site consumption and a gas station (the "Project"). The Project was subject to approval of Special Use Permit Case No. PZ-18-500-12(SUP) (the "SUP"). On September 19, 2019, a hearing (the "Hearing") was held before the City's Planning Commission ("CPC") to consider the SUP. At the Hearing CPC voted to deny the SUP, contrary to City Staff's recommendation. A resolution for denial was not before the CPC at the Hearing, therefore a subsequent hearing was held on October 17, 2019 to finalize the decision. On October 17, 2019, CPC considered the resolution to deny the Project and denied the SUP (the "Denial").¹ Gregory Fick from Tait and Associates filed an appeal of the Denial on November 4, 2019 (the "Appeal").

¹ A copy of the Resolution was delivered by email to Tait and Associates on October 25, 2019. The Resolution did not have a number and was unsigned.

Jeffery Lambert
November 6, 2019
Page 2

We understand that the Appeal will be scheduled for a hearing on December 3, 2019. We would like to formally request a continuance of 60 days for the City Council to consider the Appeal. Please do not hesitate to call our office with any questions.

Thank you,

A handwritten signature in black ink, appearing to be 'Michael Gonzales', written over the 'Thank you,' text.

Michael Gonzales
Gonzales Law Group APC

cc: Greg Fick (Email Only)



Gonzales Law Group, APC
 800 Wilshire Blvd., Suite 860 | Los Angeles, CA 90071
 Telephone: 213.279.6965 | Fax: 213.402.2638
 www.gonzaleslawgroup.com

Christopher Manasserian
 E-mail: chris@gonzaleslawgroup.com

January 2, 2020

VIA EMAIL ONLY

City of Oxnard
 Community Development
 Planning Division
 214 South C Street
 Oxnard Ca, 93030
 Attn: Jeffrey Lambert, Planning Director
 jeffrey.lambert@oxnard.org

RE: CASE No. PZ-18-500-12(SUP)

Dear Mr. Lambert:

As you may know, we represent BV Oxnard, LLC ("BVO") owner of that certain parcel of real property commonly referred to as 2900 Saviers Road (the "BVO Property") located in the City of Oxnard ("City"). BVO proposes to redevelop the Property with a new 3,000 square foot 7-Eleven convenience store selling beer and wine for off-site consumption and a gas station (the "Project"). The Project is subject to approval of Special Use Permit Case No. PZ-18-500-12(SUP). Pursuant to Oxnard Municipal Code ("OMC") Section 16-136(19), the sale of beer and wine for off-site consumption requires approval of a Special Use Permit ("SUP").

On September 19, 2019, a hearing (the "Hearing") was held before the City's Planning Commission ("CPC") to consider the SUP. At the Hearing CPC voted to deny the SUP, contrary to City Staff's recommendation. A resolution for denial was not before the CPC at the Hearing, therefore a subsequent hearing was held on October 17, 2019 to finalize the decision. On October 17, 2019, CPC considered the resolution to deny the Project and denied the SUP (the "Denial").¹ Appellant Gregory Fick from Tait and Associates ("TAIT") filed an appeal of the Denial on November 4, 2019 (the "Appeal"). The Appeal was scheduled for a hearing on December 3, 2019.

¹ A copy of the Resolution was delivered by email to Tait and Associates on October 25, 2019. The Resolution did not have a number and was unsigned.

Jeffery Lambert
January 2, 2020
Page 2

On November 6, 2019 we formally requested a continuance for the Appeal's consideration for 60 days after December 3, 2019 and the request was granted.

BVO is currently exploring alternative development options for the BVO Property. Since the Denial, BVO has been working diligently with City Staff to address concerns from the City and nearby community. Exploring these alternatives requires further examination that includes: feasibility studies, community outreach, discussions with lenders, discussions with potential tenants, and legal analysis. Although progress has been made, BVO requires additional time to understand if an alternative project is feasible.

We understand that the Appeal will be scheduled for a hearing on February 4, 2020. To fully understand if an alternative development is achievable, we would like to formally request a second continuance for the Appeal's consideration to be determined at a later date. The additional time will allow BVO to work with the City to reach an agreeable solution for the development of the BVO Property. Please let us know if this request can be granted.

Thank you,

A handwritten signature in blue ink, appearing to read 'Chris Manasserian', with a long horizontal flourish extending to the right.

Christopher Manasserian
Gonzales Law Group APC

cc: Greg Fick (Email Only)



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

DATE: February 4, 2020

TO: City Council

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

SUBJECT: Rio Urbana Development Project located at 2714 East Vineyard Avenue consisting of 15,000 SF Office Building and 167 For Sale Residential Units Over Nine Individual Buildings. Filed By Rio School District and The Pacific Companies. (10/15/10)

RECOMMENDATION

That the City Council:

1. Conduct a public hearing;
2. Adopt a Resolution adopting Mitigated Negative Declaration (MND) 2017-04, authorizing proceeding with Annexation of the Parcel PZ Nos. 17-610-01 (Annexation) (subject to approval of Tax Sharing Agreement) and approving 17-620-01 (General Plan Amendment) to change the land use designation from School to Commercial General and to add the Project site to the El Rio West Neighborhood, subject to certain findings and conditions;
3. Adopt a Resolution adopting PZ Nos. 17-300-03 (Tentative Subdivision Map for Tract No. 5998) and 17-535-02 (Density Bonus), subject to certain findings and conditions;
4. Introduce an Ordinance (by title only, waiving further reading) approving PZ No. 17-560-01 (Pre-Zoning) to General Commercial Planned Development (C2-PD); and
5. Authorize City staff to negotiate with the County of Ventura a Project Specific Tax Share Agreement.

BACKGROUND

The Project site is located about 1,000 feet northeast of the Vineyard Avenue/101 Freeway interchange within the unincorporated El Rio community but contiguous with Oxnard city limits on the west and south sides. Maps and an aerial image are included as Attachment 1. The Project site was originally developed between 1949 and 1952 as the El Rio Elementary School with five one-story structures, parking, and playfields. The school was closed in 2007 and used by the Rio School District for school bus parking.

On September 1, 2015, the City Council held a Pre-Application hearing for a proposed General Plan Amendment associated with the Project site located at 2714 East Vineyard Avenue. The City Council expressed concerns regarding adequate parking, new water supply, traffic, on-site open space, and compatibility with adjacent uses. At that time, the project had 228 units and no office building. The Applicant revised the Project to 182 condominium units and a two-story 15,000 square-foot office building that could be used for the relocation of Rio School District offices, and filed for Annexation and Project entitlements in March 2017. In early May 2019, the Project was modified to the present configuration of 167 units with additional open space included as part of the Project.

Following public hearings on October 3, 2019 (Attachment 2), and November 21, 2019 (Attachment 3), the Planning Commission unanimously found no unmitigated negative environmental impacts associated with the Project as documented in Mitigated Negative Declaration (MND) 2017-04, and they recommended that the City Council adopt Resolutions and an Ordinance that would:

- 1) collectively annex the 10.24-acre Project site located at 2714 East Vineyard Avenue into the City,
- 2) add the Project site to City Council District No. 2,
- 3) amend the 2030 General Plan land use designations from School to Commercial General,
- 4) add the Project site to the El Rio West Neighborhood,
- 5) pre-zone the Project site to General Commercial Planned Development (C2-PD),
- 6) subdivide the parcel into two parcels and 167 air-rights condominiums, and
- 7) grant a Density Bonus of two percent (2%) allowing for three additional residential units, reduced parking standards, and reduction of the interior yard space development standards from 30% to 24% of the parcel area.

Subject to the City Council and LAFCo approving their respective entitlements, the Planning Commission's actions on November 21, 2019, entitled:

Demolition of the closed former Rio Elementary School;

Development of 167 one- to three-bedroom attached condominium units in eight three-story structures with 425 parking spaces (169 resident garages, 163 resident surface parking spaces, 93 guest parking spaces) a 1,068 gross square foot recreation pavilion, four refuse structures, onsite stormwater retention and treatment facilities, on-site utilities and off-site connections, landscaping, seven play areas and a tot lot, and a small dog run;

Development of a 15,000 gross square foot (gsf) office building with 60 surface parking spaces.

Relocate four Southern California Edison (SCE) 66kV power poles, and widening and improving Vineyard Avenue by 23 feet along the property frontage. The project will maintain parking and access to abutting properties along Rio School Lane for which the Applicant will file for abandonment by the County prior to Ventura County Local Agency Formation Commission (LAFCo) annexation. The land then becomes the drive aisle along the north side of Parcel 2 with access to adjoining properties.

If adopted by the City Council on February 4, 2019, the City would subsequently apply to the LAFCo to annex the project property into the City, contingent on executing a Tax Sharing Agreement with the County of Ventura. The listed actions are not severable and not effective until the annexation is finalized.

DISCUSSION

Surrounding Land Uses

Surrounding land uses include commercial development along Vineyard Avenue and residential communities to the North and West, a shopping center and offices to the South, and greenhouses and agriculture (with potential for residential development per the Ventura County General Plan) to the East.

Project Description

The Rio School District partnered with The Pacific Companies (jointly referred to as "Applicant") and seeks the following five requests from the City Council which are grouped into three City Council actions:

Mitigated Negative Declaration Adoption and Annexation and General Plan Amendment Resolution of Approval (Attachment 4)

Finding the Project in compliance with the California Environmental Quality Act (CEQA) by adoption of MND No. 2017-04; Annexation (PZ No. 17-610-01) of the 10.24-acre Project site into the City and modification of City Council District boundaries of the City of Oxnard 2018 Districting Map 635 as codified in Oxnard City Code (OCC) Chapter 2, Article 1, Division 1, Appendix A; changing the 2030 General Plan land use designation from School to General Commercial (PZ No. 17-620-01); and mapping the Project within the El Rio West Neighborhood in Figure 3-4.

The Project site is located within the City Urban Restriction Boundary (CURB) where Annexation does not require voter approval.

Tentative Subdivision Map and Density Bonus Resolution of Approval (Attachment 5)

Approving a Tentative Subdivision Map (TSM) for Tract No. 5998 creating Parcel 1 (1.12 acres) and Parcel 2 (9.12 acres) for condominium purposes (PZ No. 17-300-03); and Granting a Density Bonus of two percent (2%) allowing for three additional residential units, reduced parking standards, and reduction of the interior yard space development standard from 30% to 24% of the residential uses (PZ No. 17-535-02); and

Pre-Zoning Ordinance (Attachment 6)

Pre-zoning to General Commercial-Planned Development (C-2-PD) (PZ No. 17-560-01).

Environmental Determination (Attachment 7)

In compliance with CEQA, MND No. 2017-04 was prepared to analyze potentially significant adverse environmental effects of the proposed discretionary actions. The MND reviewed 17 topics for which nine technical studies were prepared and included in the MND Appendices. With mitigations and the incorporation of a range of uniformly-applied standards and conditions of approval, the MND found no remaining significant adverse environmental impacts. The MND was circulated for public comment for 30 days between July 19, 2019 and August 19, 2019. The MND is included as Attachment 7, under separate cover, and the MND Appendices are posted on the City's Environmental Documents web page.

Project Specific Tax Share Agreement

City Council Master Tax Share Agreement adopted in 1983 (Attachment 8) was terminated by the County of Ventura in 2018. LAFCo will not process the application without a Tax Share Agreement. City staff intends to propose the same project specific provisions included in the 1983 Master Tax Share Agreement.

General Plan and Zone Code Consistency

The proposed General Plan Amendment land use designations and zoning will allow the property to be developed with the proposed office and condominium complex which are both allowable in the Commercial General Planned Development (C2-PD) zone of the office use and the Garden Apartment (R-3) and Attached Dwelling Unit development standards for the residential use with approval of Special Use Permit, respectively. On Parcel 1, the Project meets all C2-PD standards for the office building. On Parcel 2, the Project meets or complies with applicable development standards with application of one Density Bonus permit concession for reduction of interior yard space, three Planned Development (PD) standards (adjustments for building height, number of stories, and storage space size), and administrative relief under OCC 16-651(B)(2), "Off-site parking" for distance to condominium parking spaces. General Plan consistency and Zoning compliance are detailed within the Planning Commission staff report (Attachment 2).

Circulation and Parking

Traffic to the Parcel 1 office building would enter and exit from the Project's south drive aisle. The Project's residential traffic to and from Parcel 2 would use all three drive aisles with visitors more likely to use the central drive aisle. The total number of average daily weekday trips based on 182 units is 1,232 (107 in the a.m. peak, 121 in the p.m. peak). Vehicles exiting from the office or residential development could only turn right onto Vineyard Avenue. However, vehicles exiting from the office building (south) drive aisle could cross over all northbound lanes to use the left turn pocket and turn at Sycamore Street to make a U-turn to travel south on Vineyard Avenue, towards the 101 Freeway. In the same manner, vehicles exiting from the north drive aisle (currently Rio School Lane) could cross over all northbound lanes to access the left turn pocket and make a U-turn at the Stroube Street signalized intersection to travel south on Vineyard Avenue, or turn onto Stroube Street in either direction. Traffic signals at Ventura Blvd. and Stroube Street have left-turn signals that allow U-turns for project traffic. There would be an enhanced pedestrian access point to the

Project from the adjoining Vallarta Market shopping center parking lot.

The Project qualifies for a State Density Bonus under Government Code Section 65915(b) but does not use the State's reduced parking standards and, instead, meets the City's parking requirements in terms of number of spaces for residents and guests.

Affordable Housing

The Project is subject to City inclusionary Ordinance Nos. 2615, 2688, and 2721 that requires 10 percent of the units be affordable to low income households as defined in California Health and Safety Code Section 50079.5. The Project complies with this requirement by designating 20 units (12% of 167 units) distributed throughout the project as 17 low and three moderate income for-sale affordable units. These same 20 units qualify the Project for the State Density Bonus which allows up to a 20 percent additional density for which the Project is requesting only two percent (3 additional units). The Density Bonus concession is used to reduce the Parcel 2 Interior Yard Space requirement from 30 to 24 percent of the parcel area. The 20 units will be sold with an equity-sharing deed restriction that allocates a proportional share of appreciation to the City which shall be used within five years for any purpose that promotes home ownership (OCC Section 16-410(S)).

Public Input

In early June 2018, the Applicant mailed notices of a Community Workshop meeting to all property owners within the West El Rio Neighborhood and the Project was presented at the June 18, 2018 Community Workshop. A separate outreach to the El Rio/Del Norte Municipal Advisory Council (MAC) was completed on June 21, 2018. Members of the public and the MAC raised questions regarding U-turns on Vineyard Avenue, adequate parking, water supply and utilities, students needing to cross Vineyard Avenue, and the need for annexation. These issues were addressed during Project review and no one opposed the Project at the Planning Commission hearing.

Next Steps

If approved by the City Council, the Project requires subsequent approvals by LAFCo contingent on an adopted City-County Tax Sharing Agreement, annexations by the Calleguas Municipal Water District and Metropolitan Water District, Caltrans approval for Vineyard Avenue widening and improvements, SCE approval for power pole relocations, and Fox Canyon Groundwater Management Agency approval for a permanent well-water extraction allocation transfer from several Rio School District wells to the City in the amount needed to meet the City's water neutral policy. The Rio School District will complete abandonment of the Rio School Lane Right of Way under their separate request to Ventura County prior to completion of the LAFCo annexation process.

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:

Economic Development - 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 2b. Improve relationships and communication between the City and the business community.

Objective 2c. Capitalize on historic, cultural and natural resources.

Objective 2d. Public safety will collaborate with the business community to promote an environment that supports economic development.

Goal 3. Enhance business retention and attraction.

Objective 3a. Implement an economic development plan for attracting and retaining business.

FINANCIAL IMPACT

The Project will be required to pay impact fees for wastewater, water system, water service and meter, storm drain, traffic (City and County), growth capital, Quimby (park), public art, and General Plan maintenance connection and/or impact fees. A non-binding impact fee estimate, based upon current fees, is attached within the Planning Commission staff report (Attachment 2). The Applicant will reimburse the City for all LAFCo application fees and related staff and consultant costs. When completed, the Project's 167 condominium apartments and a 15,000 gsf office building will generate property taxes to the City.

COMMITTEE OUTCOME

This is a Public Hearing and was heard by the Planning Commission, therefore this item did not originate in Committee.

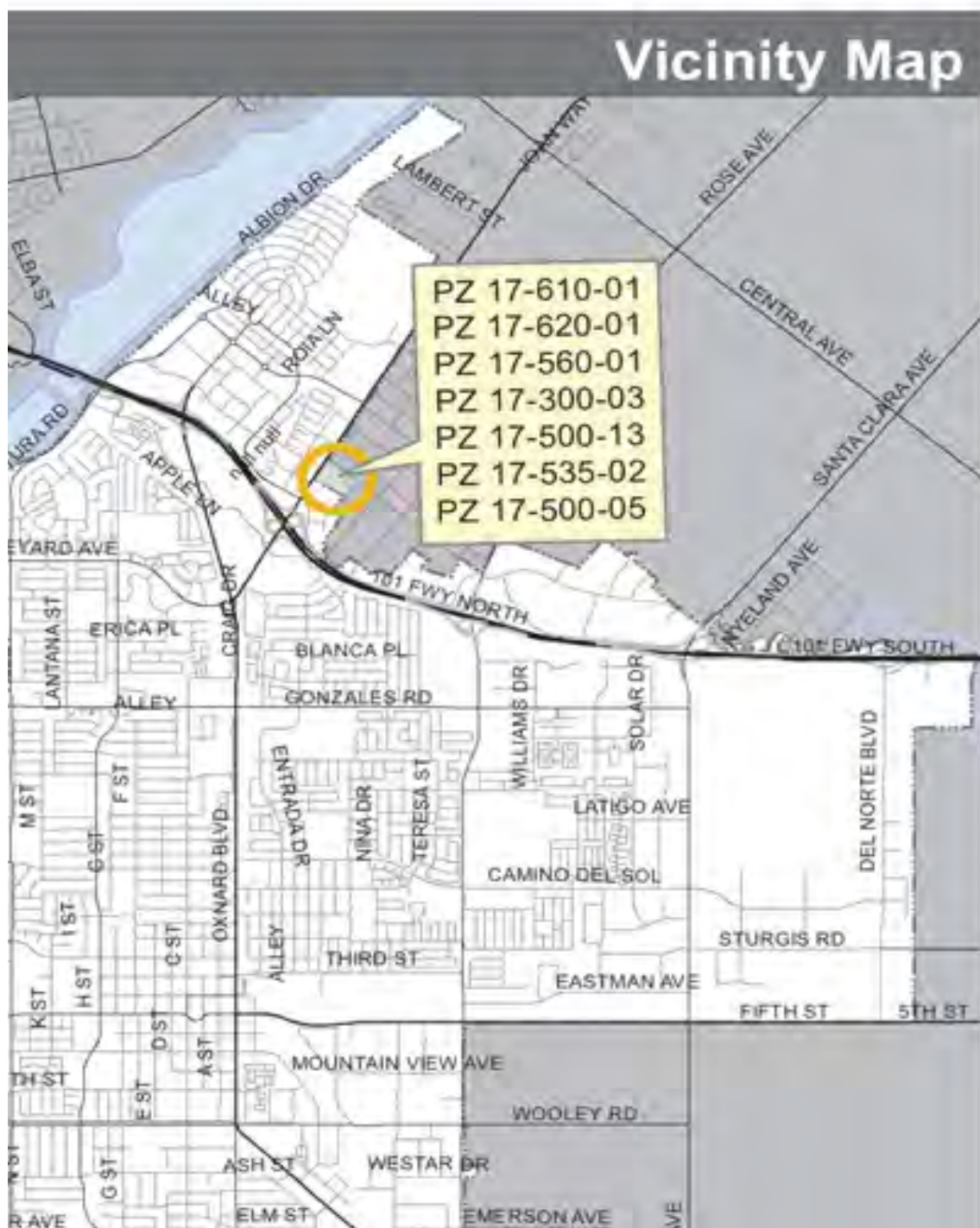
Prepared by: Chris Williamson, Contract Planner, Scott Kolwitz, Planning Manager

ATTACHMENTS

1. Maps and Aerial Image
2. October 3 Planning Commission staff report (without draft resolutions or MND)
3. November 21 Planning Commission Memorandum (with approved SUP Resolutions)
4. Resolution Approving Annexation and General Plan Amendment
5. Resolution Approving Tentative Subdivision Map and Density Bonus
6. Pre-Zoning Ordinance
7. Mitigated Negative Declaration No. 2017-04
8. 1983 Tax Share Agreement
9. Rio Urbana Presentation

ATTACHMENT 1

Vicinity,
General Plan, and
Aerial Photo of Project Site and Environs





Aerial Photo of Project Site and Environs



**PLANNING COMMISSION
STAFF REPORT**

TO: Planning Commission

FROM: Scott Kolwitz, Planning & Environmental Services Manager
Chris Williamson, Contract Planner

DATE: October 3, 2019

SUBJECT: Rio Urbana Development - Planning and Zoning Permit Nos. 17-610-01 (Annexation); 17-620-01 (General Plan Amendment), 17-560-01 (Pre-Zoning), 17-300-03 (Tentative Subdivision Map for Tract No. 5998), 17-500-13 (Special Use Permit – Residential), 17-500-05 (Special Use Permit - Office), 17-535-02 (Density Bonus) and Mitigated Negative Declaration (MND) No. 2017-04. Located at 2714 East Vineyard Avenue.

1) Recommendation: That the Planning Commission:

- a) Adopt a resolution recommending that the City Council adopt Mitigated Negative Declaration (MND) 2017-04 and approve Planning and Zoning Permit No. 17-610-01 (Annexation) to add the project area to Oxnard municipal boundaries within City Council District No. 2; and Planning and Zoning Permit No. 17-620-01 (General Plan Amendment) to change the land use designation from School to Commercial General, and
- b) Adopt a resolution recommending that the City Council approve Planning and Zoning Permit No. 17-560-01 (Pre-Zoning) to General Commercial Planned Development (C2-PD), and
- c) Adopt a resolution recommending that the City Council approve Planning and Zoning Permit Nos. 17-300-03 (Tentative Subdivision Map for Tract No. 5998), and 17-535-02 (Density Bonus), subject to certain findings and conditions, and
- d) Adopt a resolution Approving Planning and Zoning Permit No. 17-500-05 (Special Use Permit - Office), subject to certain findings and conditions, and
- e) Adopt a resolution Approving Planning and Zoning Permit No. 17-500-13 (Special Use Permit – Residential), subject to certain findings and conditions.

2) Project Description and Applicant: The Rio School District is requesting to:

- a) Annex a 10.24 acre parcel located at 2714 East Vineyard Avenue¹ (APN 145-0-232-010) to the City of Oxnard, amend the General Plan land use designation to General Commercial, add the project area to Oxnard municipal boundaries within City Council District No. 2;

¹ Vineyard Avenue is prefixed with “East” within Oxnard city limits and “North” in the unincorporated County. This report references the project parcel with Vineyard Avenue as the “west edge” and Rio School Lane as the “north edge.”

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- b) Pre-zone to General Commercial-Planned Development (C-2-PD);
- c) Process a Tentative Subdivision Map (TSM) for Tract No. 5998 creating Parcels 1 and 2 and 167 condominium parcels and a common area parcel on Parcel 2 allowing for the following development through two Special Use Permits for:
 - i) a 1.12 acre “Parcel 1” with a two-story, 15,000 gsf office building with 60 standard parking spaces; and
 - ii) a 9.12 acre “Parcel 2” with 167 one- to three-bedroom attached condominiums in eight three-story structures (38 feet in height) that includes a fitness center, 17 low income deed-restricted units (10% of all units), 1,068 gsf recreation pavilion, four refuse structures, 169 resident garages, 163 surface parking spaces, 93 guest parking spaces, onsite stormwater retention and treatment facilities, on-site utilities and off-site connections, landscaping, seven play areas and a tot lot, small dog run; relocate four Southern California Edison (SCE) 66kV power poles; and widen and improve Vineyard Avenue by 23 feet along the property frontage (48,999 sf dedication). The project will maintain parking and access to abutting properties along Rio School Lane which will become a private drive aisle.
- d) Grant a Density Bonus of two percent (2%) allowing for three additional residential units, reduced parking standards, and reduction of the interior yard space development standard from 30% to 24% of the parcel area.

For the purposes of this staff report, the foregoing project description shall be referred to as “the Project.” Filed by Rio School District, 2500 E. Vineyard Ave., Oxnard, CA and The Pacific Companies, 430 E. State Street #100, Eagle, Idaho.

- 3) **Existing & Surrounding Land Uses:** The project area is a rectangular, 10.24 acre, flat site located about 1,000 feet northeast of the Vineyard Avenue/101 Freeway interchange within the unincorporated El Rio community but contiguous with Oxnard city limits on two sides. The site is presently developed with five vacant former El Rio Elementary School buildings and a water well; these buildings will be demolished, the well abandoned and all vegetation removed to accommodate the project.

To the north of the site, highway-oriented commercial uses face Vineyard Avenue with single-family homes in the rear blocks. To the immediate east are an eight-acre greenhouse and agriculture uses on three parcels facing Cortez Street, a site designated in the Ventura County 2014-2021 Housing Element for affordable housing at 20 units per acre. Across Vineyard Avenue to the west of the project site are commercial uses, the West El Rio single-family community, and the RiverPark Specific Plan community. Immediately adjacent to the south of the project site is the Vallarta Market shopping center.

El Rio School Lane, located along the north side of the school parcel for the length of the parcel, is a 30-foot public right-of-way (ROW) that provides parking to several businesses and access to the rear of seven residential parcels. El Rio School Lane will be vacated as a

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public right-of-way in advance of annexation. Vineyard Avenue (State Highway 232) has four travel lanes and a raised median with left turn pockets. The Oxnard General Plan designates Vineyard Avenue as a scenic highway that requires a 30-foot setback within City limits.

The table below provides uses, City and County General Plan designations, and zoning.² Attachment A includes a regional location and vicinity map, an aerial photo of the project site and surrounding area, and an Oxnard General Plan and zoning designation map.

LOCATION	GENERAL PLAN	ZONING	LAND USE
Project Site	School (City) Urban Res. (County)	RE-20,000 (Rural Exclusive, County)	Surplus elementary school used for RSD bus storage
North	Commercial (County) Commercial General & Residential Low (City)	CPD (Commercial) RE-20,000 (County) NA	Commercial along Vineyard, El Rio residential community
South (City)	Commercial General	C-2, General Commercial	Shopping Center, Offices
East	Urban Residential (County) Residential Low (City)	RHD-20 du/ac (Residential High Density, County) NA	Greenhouses and agriculture [potential for 163 housing units, Ventura County General Plan, 2013 Land Use Appendix, Figure 3.3.7-1, page 118]
LOCATION	GENERAL PLAN	ZONING	LAND USE
West (City)	Commercial General, Residential Low Specific Plan	C-2, General Commercial R-1, Single Family Specific Plan	Commercial along Vineyard, West El Rio residential area, Riverpark Specific Plan

- 4) Background Information:** The project site was originally developed between 1949 and 1952 as the El Rio Elementary School with five one-story structures, parking, and playing fields. The school was closed in 2007 and was used by the Rio School District (RSD) for school bus parking. In part due to the lack of adequate fire-fighting water supply and pressure from the Vineyard Avenue Acres Municipal Water Company for new multi-story structures, redevelopment of the project site requires utility connections to the City of Oxnard

² Unincorporated areas within the City Sphere of Influence have Oxnard General Plan designations but would not have Oxnard zoning designations until after annexed into the City.

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which triggers annexation to obtain adequate water service. In 2015, the RSD submitted a Pre-Application to the City for 228 residential units at a density of 22 units per acre (22 % higher than the Oxnard 2030 General Plan land use designation that allows up to 18 units per acre). The City Council expressed concerns regarding adequate parking, new water supply, traffic, on-site open space, and compatibility with adjacent uses. The RSD revised the project to 182 condominium units and a two-story 15,000 sf. office building that could be used for the relocation of RSD offices and filed for annexation and project and subdivision map approvals in March 2017. In May 2019, the project was modified to the present description of 167 units to meet available water supply. Demolition plans, Tentative Subdivision Map for Tract No. 5988, and project site and building plans are included as Attachment B. Additional project details are provided in Section 6.

- 5) Environmental Determination:** The proposed legislative actions, entitlements, and subsequent development are subject to review in accordance with the California Environmental Quality Act (CEQA). Initial Study/Mitigated Negative Declaration (MND) No. 2017-04 was prepared to analyze potentially significant adverse environmental effects of the proposed discretionary actions. The MND reviewed 17 topics for which nine technical studies were prepared and included in the MND Appendices. The MND used the City of Oxnard CEQA Thresholds and/or California recommended thresholds to determine if an environmental impact was large enough to be significant. The MND found four potential significant impacts for which mitigations are identified that reduce the impacts to a less than significant level. The mitigations are a nesting bird survey (BIO-1), archaeologist monitoring of construction (CUL-2), noise reduction design elements for the residential units facing Vineyard Avenue (N-1), and construction-related noise reduction best practices (N-2). Mitigation W-1 requires the applicant to provide adequate water supply rights to the City. With these mitigations and the incorporation of a range of uniformly-applied standards and conditions of approval, there are no remaining significant impacts. The MND traffic study documented a cumulative impact on the Rose Avenue/Auto Center Drive intersection, lowering the Level of Service by year 2030 to LOS “D.” As a cumulative impact is not a project specific impact, no project specific mitigation measure is required; however, the Project is conditioned to pay a Development Impact Fee as fair-share contributions to offset the cumulative impact.³

The MND was circulated for public comment for 30 days between July 19, 2019 and August 19, 2019. Ten comment letters were received from seven agencies and three nearby residents. None of the agencies’ or public comments required changes to the project or resulted in changes to the MND mitigations or findings. The MND, agency and public comments, and

³ The recent addition of an additional right-turn lane from northbound Vineyard onto Auto Center Drive would improve the LOS back to “C” if traffic counts were re-taken and the LOS recalculated, in the opinion of the City Traffic Engineer.

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responses to comments are included as Attachment C. The MND Appendices are posted on the City's Environmental Documents web page.⁴

6) Analysis:

a) *Annexation:* If approved by the City Council, the project requires subsequent approvals by the:

- i) Ventura County Local Agency Formation Commission (LAFCo) (annexation),
- ii) Calleguas Municipal Water District (annexation),
- iii) Metropolitan Water District of Southern California (annexation),
- iv) Caltrans (Vineyard Avenue widening and improvements),
- v) SCE (power pole relocations),
- vi) Fox Canyon Groundwater Management Agency (permanent well-water extraction allocation transfer from RSD wells to the City in the amount needed to meet the City's water neutral policy),
- vii) The RSD will complete abandonment of the Rio School Lane ROW under a separate request to Ventura County prior to completion of the LAFCo annexation process, and
- viii) Modification of City Council District boundaries of the City of Oxnard 2018 Districting Map 635 as codified in Oxnard City Code Chapter 2, Article 1, Division 1, Appendix A.

b) *General Discussion:* The proposed development consists of the following:

- i) Site Preparation, Demolition and removal of all structures, utilities, paving, and vegetation on the entire parcel, including Rio School Lane, and abandon a well, under standard demolition procedures in compliance with applicable air quality, water quality, and hazardous material removal regulations. Existing access to adjoining El Rio properties along Rio School Lane will be maintained during demolition and during all construction to the extent feasible. Demolition materials will be recycled or hauled to an appropriate landfill in compliance with the City and/or County resource recovery regulations.
- ii) Parcel 1, construct a two-story, 15,000 gsf. office building with 60 parking spaces, one motorcycle space, loading zone, landscaping, a refuse structure, and associated utilities.
- iii) Parcel 2, construct eight, three-story, multi-family structures with a total of 167 one-

⁴ <https://www.oxnard.org/city-department/community-development/planning/environmental-documents/>

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to three-bedroom for-sale condominiums (17 affordable to low income); fitness center; recreation pavilion; landscaping throughout the complex; four refuse structures; 169 resident garages, 163 surface resident parking spaces, 93 guest parking spaces, 6 motorcycle spaces, and associated utilities.

iv) Vineyard Avenue, construct median improvements, widen and improve by 23 ft. and dedicate to Caltrans, connect to City wastewater and water lines in Vineyard Avenue, and relocate four SCE 66kV transmission poles on Vineyard Avenue.

- c) **General Plan Consistency:** The City’s 2030 General Plan land use designation for the subject site is School. A General Plan Amendment (GPA) is proposed to change the land use designation from School (SCH) to Commercial General (CG) and Pre-zoning both parcels to General Commercial Planned Development (C2-PD). According to Section 3.5 of the 2030 General Plan, the existing SCH land use designation is reserved for “campuses of the elementary and secondary public school districts that serve Oxnard,” with a compatible zoning designation of Community Reserve (C-R)⁵. The proposed GPA and zoning will allow the property to be developed with the proposed district office and the condominium complex, which is allowable in the C2-PD zone under the R-3 development standards on approval of a Special Use Permit (Oxnard Municipal Code Section 16-136).

With approval of the pre-zoning to C-2-PD (“General Commercial Planned Development”), the project would be consistent with General Plan land use map, use designations, and standards (Goals and Policies, Sections 3.3 and 3.5). The project site is located within the City Urban Restriction Boundary (CURB) where annexation does not require voter approval (Goals and Policies, Section 3.4). The General Plan Amendment includes changing the Neighborhoods map (Goals and Policies, Figure 3-4) to include the project site in the El Rio West neighborhood.

Consistency with 2030 General Plan policies is defined by the relationship between the policies (Goals and Policies, Section 3.6 and Chapters 4 through 8, inclusive) and the proposed project. The three consistency classification levels are:

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

The project’s consistency review with 2030 General Plan policies is included as Attachment D and finds the project consistent with General Plan policies.

⁵ City of Oxnard 2030 General Plan, Table 3.2

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- d) *Conformance with Zoning Development Standards:*** The proposed project would be developed under the “General Commercial-Planned Development” (C-2-PD) zone district. In accordance with the Oxnard Municipal Code (OMC), the proposed Parcel 1 office use and Parcel 2 residential use may each be permitted with a Special Use Permit (SUP) for Planned Development (PD), respectively. The “PD” additive designation allows approval of an increase of up to 25% in a numeric development standards. Applicable development standards of the Parcel 1 “General Commercial” (C-2) zone, Parcel 2 “Garden Apartment Zone” (R-3) zone, and Attached Dwelling Units that apply to any residential project with six or more units are compared with the proposed project and included as Attachment E, Zoning Compliance Tables. The project meets applicable development standards with application of one Density Bonus permit concession for reduction of interior yard space, three PD standards adjustments for building height, number of stories and storage space size, and administrative relief under OMC 16-651(B)(2), “Off-site parking” for distance to condominium parking spaces.

Affordable housing and the Density Bonus Permit are discussed below in Section “i.”

- e) *Tentative Tract Map:*** Tentative Map No. 5998 is requested for subdividing the 9.90 acre school district property and 0.34 acre Rio School Lane (a County of Ventura public right-of-way to be vacated prior to annexation), into two parcels, with Parcel 1 (1.12 acres) to be developed as the El Rio School District Administrative Office and Parcel 2 (9.12 acres) to be subdivided for condominium purposes for the 167 condominium units. Tract Conditions are outlined in Attachment I.
- f) *Site Design:*** The site plan follows the parcel’s rectangular shape bisected by a central drive aisle and bordered with a perimeter drive aisle. Below are site descriptions of the office building (Building 1), eight multifamily structures in building plans A, B, and C (Buildings 2 to 9), recreation pavilion and three courtyard/recreation areas (Northwest, Northeast, and Central). Project site and building plans are included as Attachment B.

PARCEL 1:

Office Building (Building 1): The two-story, 15,000 sf. office building is situated in the center of the newly created Parcel 1 with right-in/right-out access from Vineyard Avenue and a gated drive aisle connection to Parcel 2. There are 60 surface parking spaces and one motorcycle space in a parking area that wrap around the building and a loading zone. The property has a six-foot perimeter fence and parking lot gate that would be used overnight and on weekends but does not prevent using the drive aisle to access Vineyard Avenue.

PARCEL 2:

Six of the eight multifamily condominium buildings are in three pairs (Buildings 2 to 7 from west to east); Building 8 is located adjacent to the office building (Building 1), and Building 9 is located in the southeast corner.

Paired Buildings 2 and 3: These two “Type C” L-shaped buildings with a total of 46 units create an interior parking court with 46 resident garages, 4 surface parking spaces and a refuse facility in the middle of the parking court. Building 2 fronts Vineyard Avenue behind the City’s required Vineyard Avenue 30 ft. scenic setback. A 1,217 sf. play lawn is located near the central drive entrance. There are 36 surface parking spaces and two motorcycle spaces along the perimeter and central driveways, for a total of 40 surface parking spaces and 2 motorcycle spaces within 62.5 feet of Buildings 2 and 3. Five additional surface spaces are located within 85 feet.

Northwest Courtyard: Between Buildings 3 and 4 is a landscaped courtyard ranging from 50 to 70 feet in width with a 3,062 sf. play lawn and an approximately 1,300 sf. trellis-covered BBQ and seating area. Most of the condominium units in Buildings 3 and 4 are oriented to the courtyard with ground-level patios or balconies (see Attachment B, Sheet L-7).

Paired Buildings 4 and 5: Building 4 (Type A) and Building 5 (Type B) with a total of 34 units create an interior parking court with 36 resident garages and a centrally-located refuse facility. A 2,025 sf. play area is located near the central drive and an attached two-story fitness center is provided for all residents. There are 32 surface parking spaces along the perimeter and central driveways within 62.5 feet of Buildings 2 and 3 (not including two spaces which are overlapped by Buildings 3 radius).

Northeast Courtyard: Between Buildings 5 and 6 is a courtyard about 50 feet in width with two play lawns (1,421 sf and 2,598 sf.), two water features, and an outdoor lounge area. Most of the condominium units in Buildings 5 and 6 are oriented to the courtyard with ground-level patios or balconies (see Attachment B, Sheet L-9).

Paired Buildings 6 and 7: Two “Type C” buildings with a total of 46 units create an interior parking court with 46 resident garages and centrally-located refuse facility with 4 adjacent surface parking spaces. An 834 sf. play lawn is located in the northeast corner. There are 58 surface parking spaces and 2 motorcycle spaces along the perimeter and central driveways, for a total of 62 surface parking spaces and 2 motorcycle spaces within 50 feet of Buildings 6 and 7 (not including two spaces which overlapping Buildings 5 radius)..

Building 8: This “Type C” building has 23 units, 23 resident garages, and 54 surface parking spaces within 62.5 feet of Building 8.

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Central Courtyard: Between Buildings 8 and 9 is the project's main recreation facility with a 3,712 sf. play area with a "rolling hill" and dry creek with bridges motif, pavilion structure, BBQ area, and tot lot with a "lawn hill with built-in slide." A refuse enclosure is located adjacent to the perimeter drive aisle that serves Buildings 8 and 9 (see Attachment B, Sheet L-10).

Building 9: This "Type B" building has 18 units has 18 resident garages, 54 surface parking spaces, and one motorcycle space. A small dog run area is located in the southeast corner along the perimeter drive aisle. There are 55 surface parking spaces and 1 motorcycle spaces along the perimeter and central driveways within 62.5 feet of Building 9.

- g) ***Circulation and Parking:*** Rio School Lane public right of way would be vacated by the County of Ventura for the project, with current access and parking for adjoining properties, maintained. Access to the Parcel 1 office building and Parcel 2 residential units will be from Vineyard Avenue. Vineyard Avenue northbound traffic would utilize any of the three drive aisle entries while Vineyard Avenue southbound traffic would only turn left into the north drive aisles and enter the south drive aisle with a U-turn. Vehicles exiting from the office or residential development would only turn right onto Vineyard Avenue. However, vehicles exiting from the office building (south) drive aisle could cross over all northbound lanes to use the left turn pocket and turn onto Sycamore Street or make a U-turn to travel south on Vineyard Avenue, towards the 101 Freeway. In the same manner, vehicles exiting from the north drive aisle (currently Rio School Lane) could cross over all northbound lanes to access the left turn pocket and make a U-turn at the Stroube Street signalized intersection to travel south on Vineyard Avenue, or turn onto Stroube Street in either direction. There would be no vehicular access to the project from the adjoining Vallarta Market shopping center parking lot. Traffic signals at Ventura Blvd. and Stroube Street have left-turn signals that that allow U-turns for project traffic.

Traffic to the Parcel 1 office building would enter and exit at the south drive aisle that enters the three office parking lots (south, east, and north). The office building's east parking lot has a sliding entrance gate that is intended to restrict access to the east and north parking lots. The south drive aisle/parking lot with 14 surface parking spaces would remain open at all times. Residential traffic to and from the 167 units on Parcel 2 would use all three drive aisles, with visitors more likely to use the central drive aisle. The total number of average daily weekday trips based on 182 units is 1,232 (107 in the a.m. peak, 121 in the p.m. peak).

The Project traffic study (Attachment C, Appendix C) examined potential project traffic impacts on 11 intersections, on Vineyard Avenue from project traffic making U-turns,

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and on Stroube Street as an alternative route to Rose Avenue and the 101 Freeway and found that project traffic would not generate significant impacts. The study also considered adding a traffic signal at Sycamore Street aligned with the project main entrance but found the signal would cause additional congestion on Vineyard Avenue from the relatively small number of vehicles that would use the signal from the project and Sycamore Street.

The project's new sidewalks and the wider shoulder will connect with the existing sidewalks to the south and north and allow residents to cross Vineyard Avenue at the Stroube Street signal. This would be the pedestrian route to the Rio Vista and Rio Del Mar schools, businesses on the north side of Vineyard Avenue, and access to southbound Gold Coast transit. The existing Gold Coast Transit Vineyard Avenue northbound bus stop is located about 350 feet from the entrance to the Parcel 1 office building.

Parking: The project qualifies for a State density bonus under Government Code Section 65915(b) and therefore is eligible for a reduction in parking ratio (in addition to the density bonus concession). The proposed project exceeds the State density bonus parking requirement. The following table compares the OMC and density bonus parking requirements within the project:

RIO URBANA CONDOMINIUMS PROJECT PARKING COMPLIANCE

		OCC Requirement (reference. only)	Density Bonus Requirement	Provided	Complies?
Resident parking					
	1 bedroom	1 enclosed space/unit (5 one-bedroom = 5 garage spaces)	1/unit = 5 surface spaces	5 garage spaces	Yes
	2 bedrooms	2 enclosed spaces/unit (115 two-bedroom = 230 garage spaces)	2/unit = 230 surface spaces	115 garage 115 surface	Yes
	3 bedrooms	2 enclosed spaces/unit (47 three-bedroom = 94 garage spaces)	2/unit = 94 surface spaces	47 garage 47 surface	Yes
Total Resident Parking		329 garage spaces	329 surface spaces	169 garage 163 surface 332 total	Yes
Visitor Parking		99 spaces	None Required	93 spaces	

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Motorcycle Parking	None Required	None Required	6 motorcycle	
Total Visitor Parking	99 spaces	None Required	99 spaces	
Total Parking	428 spaces	329 spaces	431 spaces	

Each resident will have an assigned garage in the same building as their residence and a second reserved surface parking space along one of the drive aisles. OCC Section 16-645 requires the condominium parking spaces be located within 50 feet of the condominium unit; this distance may be increased by 25%, to 62.5 feet for projects within the PD additive zone. For 5 units in Buildings 2 and 3, the walking distance to the surface parking space would exceed the 62.5 ft. by approximately 25 feet. OCC Section 16-651 allows the Commission to grant administrative relief from the parking provisions of the code, provided that replacement spaces are located within 500 feet of the use served. An administrative relief may also be granted when a requirement is excessive. Although the parking relief section of the code as written is intended to address a reduction in the number of parking spaces, an interpretation of the code section may be made that the administrative relief is appropriate to allow a distance request of an additional 25 for condominium parking, since up to 500 feet is allowable for off-site parking. Also, the requested parking distance for the five condominiums is within the 200 feet distance allowable for apartments under the same section of the code. Therefore administrative relief from this provision is included within the SUP application.

Although visitor parking is not required under the density bonus, the project provides 93 visitor parking spaces and 6 motorcycle spaces. Since visitor parking is not required, the visitor parking distance standard (OCC Section 16-645) of 100 feet for condominiums does not apply.

- h) *Building Design:*** The project has four building types and several accessory structures, as described below.

Office (Building 1): The contemporary two-story office building is rectangular with a 7,800 sf. footprint. The four walls have a regular fenestration pattern of aluminum-framed windows with vertical sun-shade louvers. The main “cut-out” entrance is in the southwest corner with an overhanging flat roof resting on two columns. Exterior materials are white and grey-painted cement plaster and stone veneer. The flat roof parapets screen the HVAC equipment and solar panel arrays, if installed at a later date.

Residential (Buildings 1-9): The three-story, multifamily, L-shaped residential building types A, B, and C share a similar basic design wherein the first floor consists of enclosed garages facing a parking court or drive aisle and four or more abutting ground floor units take access from open entry patios oriented towards courtyards or open space with front doors, principal room windows, and low-wall enclosed patios. Many of the ground floor

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units also directly access a garage unit. The second and third floors take access from two or three stairwells (no elevators) and have up to eight two- and three-bedroom units entered from a single-loaded open-air walkway over the garage spaces on the ground level. Principal rooms and master bedrooms are opposite the walkway entrance, facing outward towards the courtyard or open space, and have a balcony/deck of at least 100 sf. All units have an assigned garage in the same structure with an overhanging storage area of 210 cubic feet (reduced from a 225 cubic foot requirement by applying a Planned Development additive zoning reduction of 6 per cent). Each 2 & 3 bedroom unit will also have an assigned surface parking space.

The three multifamily building types share a common contemporary design with articulated stucco walls painted in white or neutral tones (with less articulation on the interior garage façade), accent arches, regular fenestration with traditional double-hung windows, third floor open decks, and first floor and arch stone veneers. The low-hip style tile roof screens HVAC and solar panels. The components of the eight residential buildings are:

- Type A (Building 4): 16 units, 18 garages, 3 ground level units, and a two-story resident fitness center
- Type B (Buildings 5 and 9): 18 units, 18 garages, 4 ground level units.
- Type C (Buildings 2, 3, 6, 7, and 8): 23 units, 23 garages, 5 ground level units, and a third stairwell.

Accessory Structures: Pavilions, Refuse Structures, These structures mimic and complement the residential buildings with stone veneer bases on the pavilion, white stucco walls and super-structures, and wood beam trellis or enclosed roofing.

- i) ***Landscaping and Open Space:*** A 2018 arborist report and 2019 Tree Protection Plan (Sheet L-10) identified 34 live on-site trees and 63 live off-site/property line trees, most of which are Blue Gum Eucalyptus, Tamarisk, and Twisted Juniper. The arborist's valuation of the 34 trees to be removed is \$73,300 which is mitigated by increasing the box size of 249 news trees from a minimum 24 inch box size to 36 and 48 inch box sizes for a total tree up-grade valuation of \$176,275.

The proposed plant palette consists mainly of drought-tolerant species in compliance with City landscape standards and water consumption regulations. Open spaces, courtyards, play areas, and the pavilion provide a combination of passive and active resident recreation opportunities: seating, fireplace, BBQ's, water features, tot lot play equipment, "rolling hills", lawn areas, and a small fenced dog park. Drive aisles are lined by Bloodgood Plane trees, Coastal Live Oak, California Sycamore and Fruitless Olive in a traditional street-tree format. Accent plants include native grasses, manzanita, citrus trees, Bougainvillea, Agave, and other plants commonly found in recent developments.

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Outdoor lighting includes low-level bollards and “café-style” suspended linear lighting over seating areas.

Paving is accented throughout the project to de-mark pedestrian crossings, entrances, and courtyards and throughout the pavilion recreation feature.

- j) ***Affordable Housing and Density Bonus:*** The project is subject to the City’s inclusionary Ordinance Nos. 2615, 2688, and 2721 that requires a project with 10 or more residential units to set aside 10 percent of the units as affordable to low income households as defined in California Health and Safety Code Section 50079.5. In 2019, the annual Ventura County income for a four-person low income household is between \$52,300 and \$83,700.⁶ The project complies with this requirement by designated 17 units (10% of 167 units rounded up) distributed throughout the project as low income affordable. These same 17 units qualify the project for a State density bonus under OCC Section 16-410H that requires the City approve the project with reduced parking standards, allow one development standard concession, and allow up to 20 percent additional density. The project elected to request a two percent density bonus (3 additional units). Parking is described above. The density bonus concession is used to reduce the Interior Yard Space requirement from 30 to 24 percent of the parcel area. The 17 units will be sold with an equity-sharing deed restriction that allocates a proportional share of appreciation to the City which shall be used within five years for any purpose that promotes home ownership (OCC Section 16-410(S)).
- k) ***Development Impact Fees:*** The City requires development connection and/or impact fees to be collected as part of any new development to pay a proportional share of providing public services and improvements to new development. The proposed project will be required to pay impact fees for wastewater, water system, water service and meter, storm drain, traffic (City and County), growth capital, Quimby (park), public art, and General Plan maintenance connection and/or impact fees. A non-binding impact fee estimate, based upon current fees, is attached for reference (Attachment F).
- 7) ***Development Advisory Committee:*** The Development Advisory Committee (DAC) reviewed this project on October 11, 2017 and April 4, 2018. The DAC process led to changes in the project reflected in the attached plans (dated May 2, 2019), including a reduction in the number of units. Conditions of approval are incorporated in the attached resolutions for the Tentative Subdivision Map (Attachment I), SUP for Parcel 1 Office Building (Attachment J), and SUP for Parcel 2 Residential community (Attachment K).
- 8) ***Community Workshop and Public Input:*** In early June 2018, the applicant mailed notices of the Community Workshop meeting to all property owners within the West El Rio

⁶ http://www.ahacv.org/income_limits.shtml

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Planning Commission
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Neighborhood and the project was presented at the June 18, 2018 Community Workshop. A separate outreach to the El Rio/Del Norte Municipal Advisory Council (MAC) was required and completed on June 21, 2018. Members of the public and the MAC raised questions regarding U-turns on Vineyard Avenue, adequate parking, water supply and utilities, students needing to cross Vineyard Avenue, and the need for annexation.

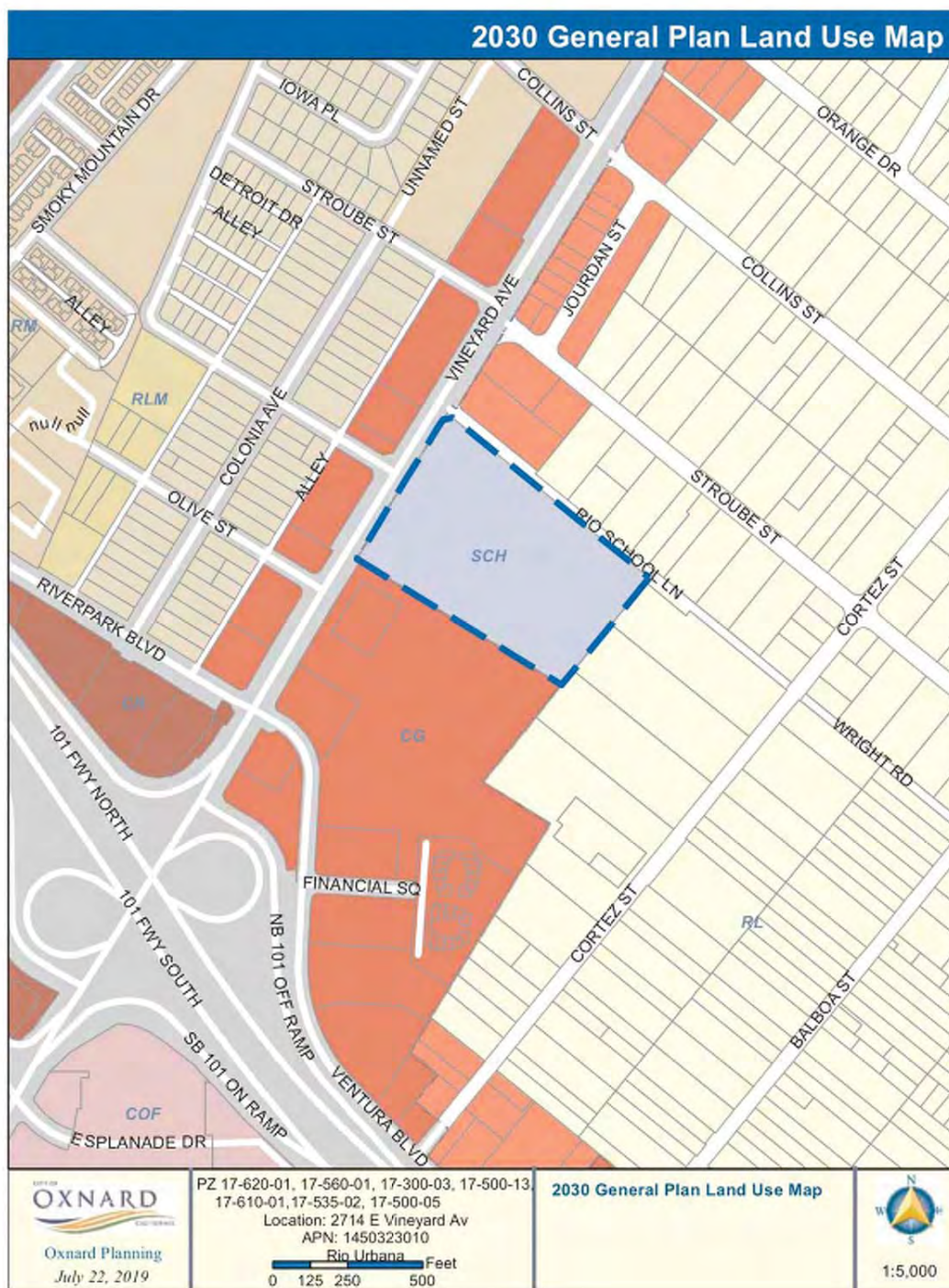
- 9) Appeal Procedure:** The requested actions for the Annexation, General Plan Amendment, Pre-Zoning, and Tentative Subdivision Map are recommendations to the City Council in accordance with Oxnard Municipal Code Sections 16-581 (Change of Boundaries and Uses), 15-40 (Subdivisions). In accordance with Oxnard City Code Section 16-544, the Planning Commission's action on Special Use Permits for the office and condominium developments may be appealed to the City Council within 18 days after the decision date. Appeal forms may be obtained from the City Clerk and must be submitted with the appropriate fees before the end of the appeal period. All aspects of this project shall not become effective unless and until the City Council approves the General Plan Amendment, Pre-Zoning, and Tentative Subdivision Map and LAFCo approves the Annexation.

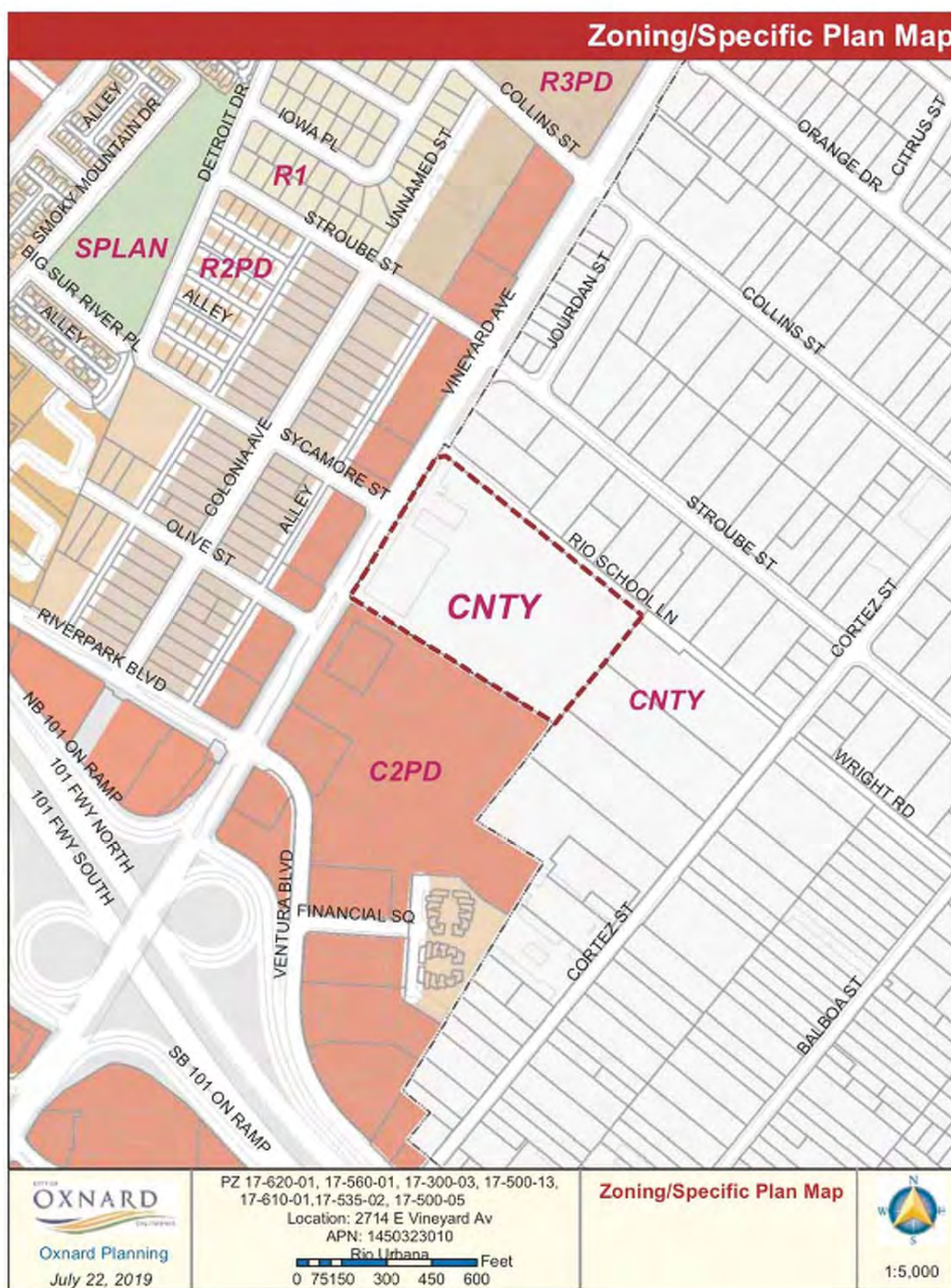
Attachments:

- A. Vicinity, General Plan, and Zoning Maps and Aerial Photo
- B. Reduced Demolition, Tentative Subdivision Map No. 5998, and Project Plans
- C. Final IS/MND 2017-04 (separate document) including public comments and response to comments
- D. General Plan Consistency Analysis
- E. Zoning Compliance Tables (C-2-PD, R-3-PD, Attached Dwelling Unit Standards)
- F. Estimated Development Impact Fees
- G. Resolution (Annexation and General Plan Amendment)
- H. Resolution (Pre-Zoning Ordinance)
- I. Resolution (Tentative Subdivision Map and Density Bonus)
- J. Resolution (Special Use Permit – Office)
- K. Resolution (Special Use Permit - Residential)

ATTACHMENT A





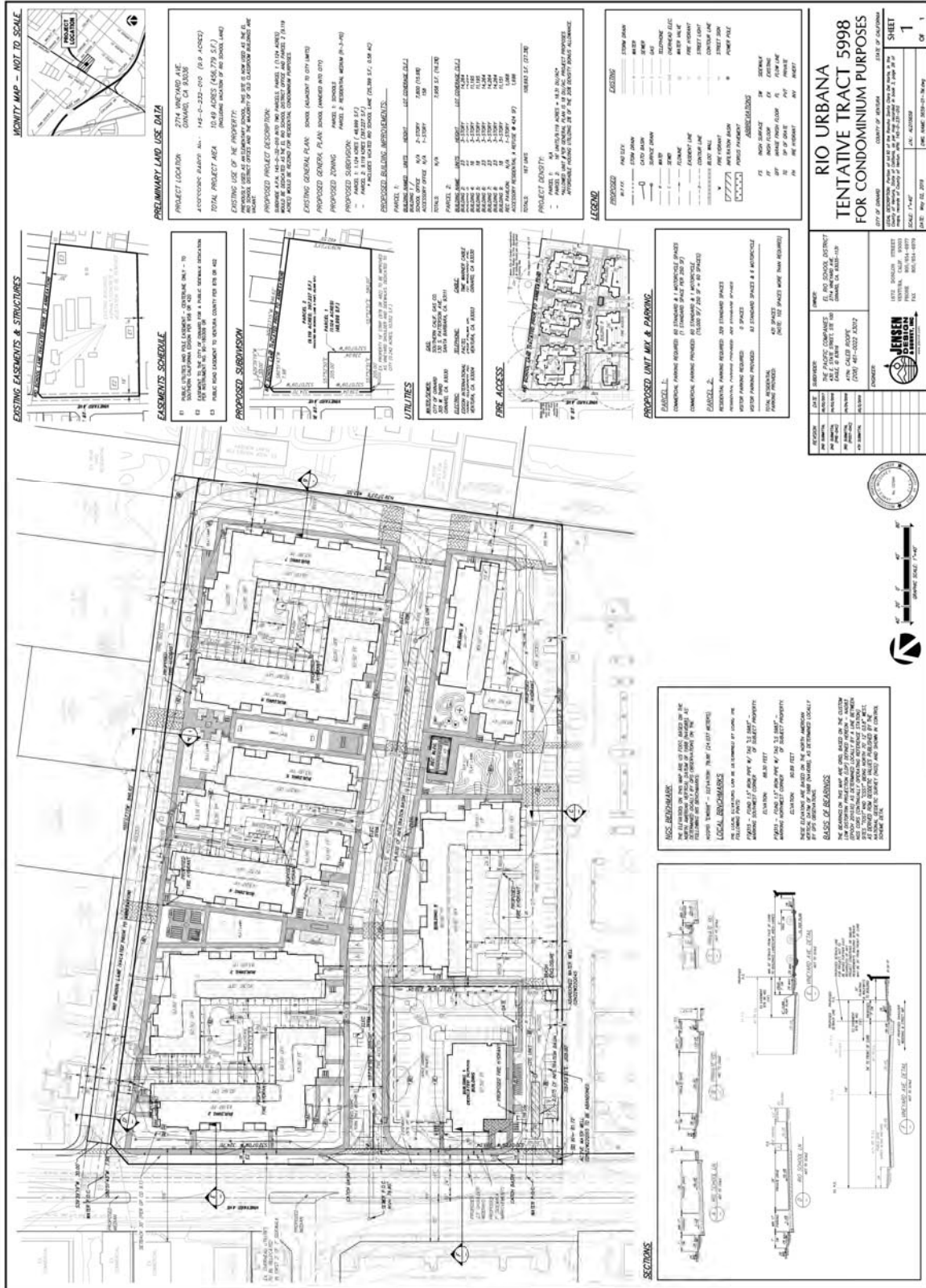


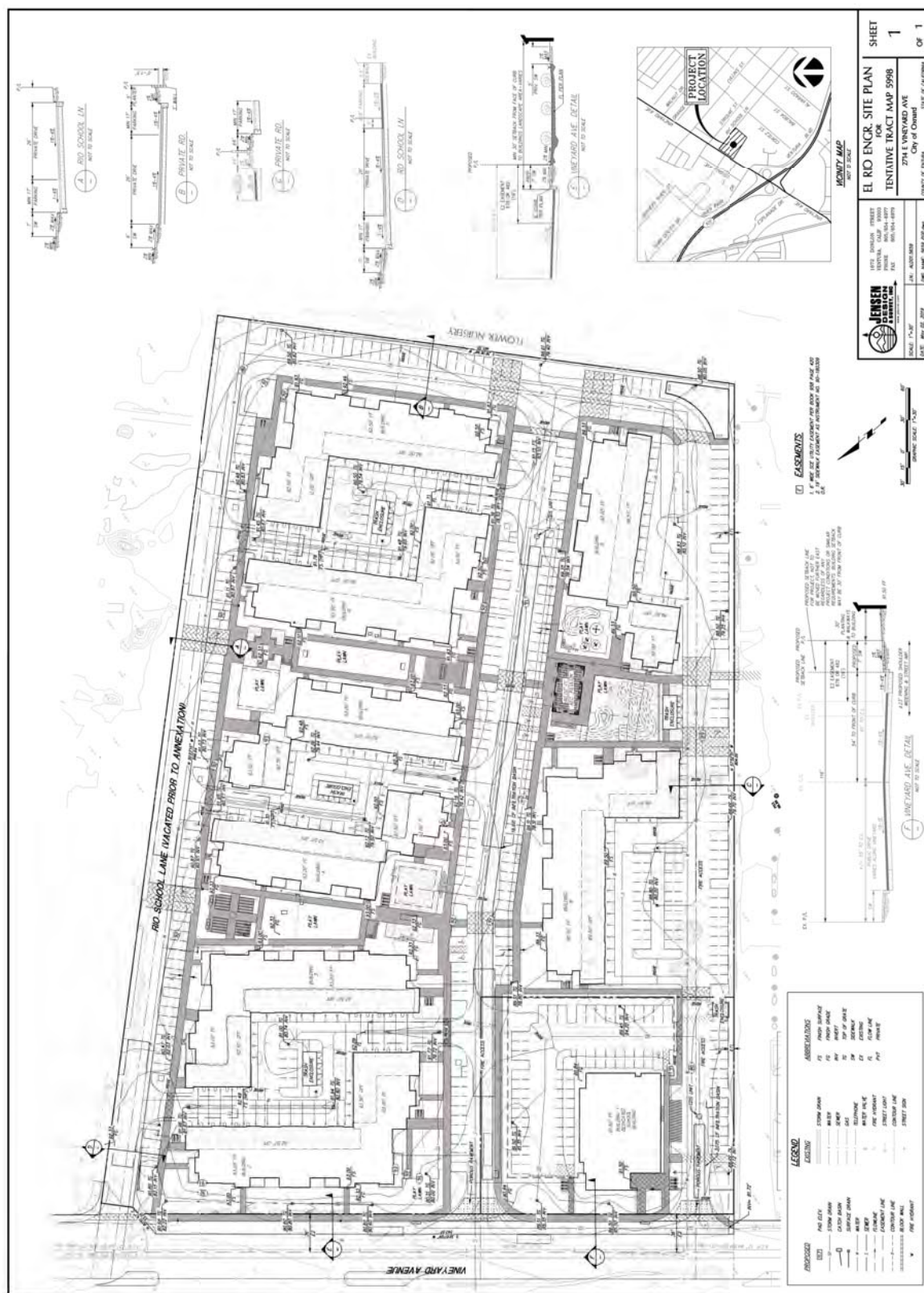


ATTACHMENT B

Reduced Tentative Subdivision Map for Tract No. 5998

Reduced Project Plans



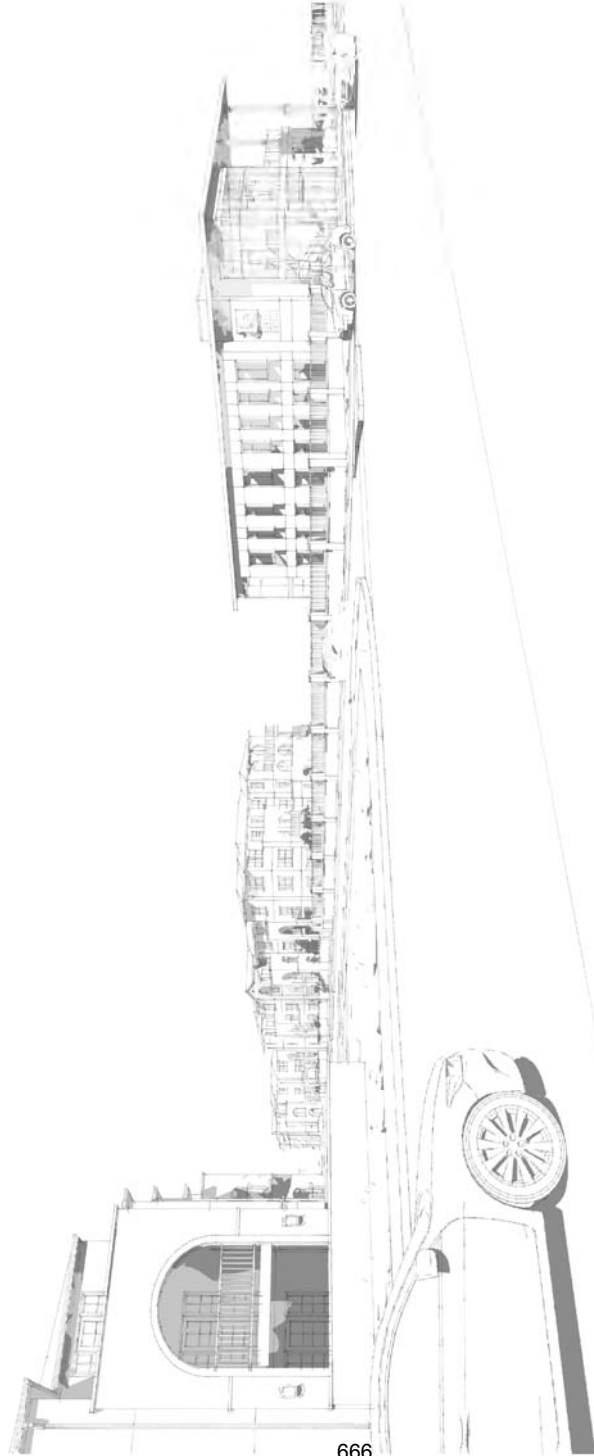


RIO URBANA COMMUNITY

2714 EAST VINEYARD AVENUE
OXNARD, CA. 93036

DAC RESPONSE SUBMITTAL

MAY 2, 2019
Project Number 160587



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SUITE # 100
EAGLE, ID 33616
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ARCHITECT:



12555 WEST JEFFERSON BLVD
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LOS ANGELES, CA 90066
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www.ktgy.com

LANDSCAPE ARCHITECT:



KIESEL DESIGN
LANDSCAPE ARCHITECTURE & PLANNING

422 E MAIN STREET
VENTURA, CA 93001
805.947.0730
www.kieseldesign.com

CIVIL ENGINEER:



1672 DONLON STREET
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www.jdscivil.com

ITEM #L-2



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APN: 14-50-531-015
KTGY# 2016-0587

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1 EXISTING SITE - EAST VINEYARD AVE.

DATE TAKEN - 12/12/2016



2 EXISTING SITE - END OF RIO SCHOOL LN.



3 EXISTING SITE - NORTH RIO SCHOOL LN.

DATE TAKEN - 12/12/2016



4 EXISTING SITE - SOUTH RIO SCHOOL LN.

DATE TAKEN - 12/12/2016



5 EXISTING SITE - E. VINEYARD AVE. INSIDE THE SITE



6 EXISTING SITE - S. ALLEY/ PARKING

DATE TAKEN - 12/12/2016



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APN: 145-0-03-1-015 KCTGPR 2016-0587

DAC RESPONSE SUBMITTAL
MAY 2, 2018

EXISTING SITE CONTEXT

A - 03

ITEM #L-2



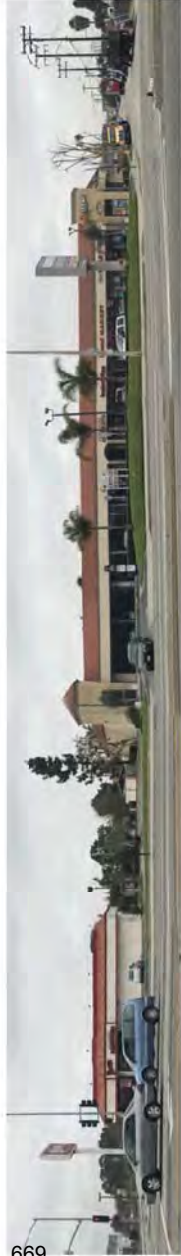
7 SITE ADJACENT- EAST VINEYARD AVE. - NORTH OF SITE

DATE TAKEN - 12/12/2016



8 SITE ADJACENT- EAST VINEYARD AVE. - SOUTH OF SITE

DATE TAKEN - 12/12/2016



9 SITE ADJACENT- WEST VINEYARD AVE. - SOUTH OF SITE

DATE TAKEN - 12/12/2016



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Corona, California
APN: 145-05-01015
KTGY# 2016-0557

DAC RESPONSE SUBMITTAL
MAY 2, 2018

EXISTING SITE CONTEXT

A - 04

ITEM #L-2



10 SITE ADJACENT- WEST VINEYARD AVE. - ACROSS SITE

DATE TAKEN - 12/12/2016



11 SITE ADJACENT- WEST VINEYARD AVE. - NORTH OF SITE

DATE TAKEN - 12/12/2016



12 SITE ADJACENT- WEST VINEYARD AVE. - NORTH OF SITE

DATE TAKEN - 12/12/2016



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MAY 2, 2018

EXISTING SITE CONTEXT

A - 05

ITEM #L-2

RANCHO SANTA CLARA DEL NORTE, M.R. Bk.3, Pg.26
RANCHO EL RIO DE SANTA CLARA O'LA COLONIA, M.R. Bk.A, Pg.339

Project Tables

Buildings		Use	Stories	Height	Aff. Units	Market Units	Total Units	Soft
Building 1	Accessory Office	Office	2	35'	0	0	0	15,000
Building 2 (Type C)	Refuse	Residential	1	12'	0	0	0	158
Building 3 (Type C)	Residential	3 (SUP)	3	38' (SUP)	3	20	23	42,357
Building 4 (Type A)	Residential	3 (SUP)	2	38' (SUP)	2	21	23	42,357
Building 5 (Type B)	Residential	3 (SUP)	2	38' (SUP)	2	14	16	33,963
Building 6 (Type C)	Residential	3 (SUP)	2	38' (SUP)	2	16	18	33,963
Building 7 (Type C)	Residential	3 (SUP)	2	38' (SUP)	2	21	23	42,357
Building 8 (Type C)	Residential	3 (SUP)	2	38' (SUP)	2	21	23	42,357
Building 9 (Type B)	Residential	3 (SUP)	2	38' (SUP)	2	16	18	33,963
Accessory Residential	Rec Pavilion	1	14'	0	0	0	0	1,068
(4) Accessory Residential	Refuse (424 sqft)	1	12'	0	0	0	0	1,696
					17	150	167	

Affordable Housing

Allowed # of Units per Zoning (C-2-1 per 600 sqft)	662 units
For Reference R-3 (1 per 2400 sqft)	166 units
Allowed # of Units per General Plan (18 du/acre)	164 units
Proposed # of Units	167 units

Proposed # of Density Bonus Units

Proposed % of Density Bonus (allowable 20% density bonus)

Proposed # of Affordable Units

Proposed % Affordable Units (per base allowable)

of Incentives Corresponding to provided Affordable Units

Proposed Incentive

Affordable Units are located equitably among all residential buildings per table above consisting of the following types

1 Bed	1 unit
2 Bed	11 units
3 Bed	5 units
	17 units

Project Summary

Parcel 1 - With Office Parcel 2 - With Building		Residential Buildings	
Site			
Site Area (acres)	1.12	9.12	
Site Area (sqft)	48,995	397,230	
Total Units		167	
Proposed Density		18.31 w/ affordable bonus	
Gross Building Floor Area	15,100	316,438	
Floor Area Ratio	0.31		
Building Heights	35'	35'	
Stories	2	3	
Units			
One Bed	0	5	3%
Two Bed	0	115	69%
Three Bed	0	47	28%
Total Units	0	167	units
Parking			
For Reference Base City - Resident	0	329	
For Reference Base City - Visitor	0	98.5	
For Reference Base City - Total	0	427.5	
Required Affordable - Resident	0	329	surface spaces
Required Affordable - Visitor	0	0	
Required Affordable - Total	0	329	
Required Commercial - Office	61	0	
Total Required Vehicle Parking	61	329	spaces
Provided Resident Parking			
Garage Spaces	0	169	
Standard Surface Spaces	0	163	
Motorcycle Spaces	0	0	
Total Provided Resident Spaces	0	332	
Voluntarily Provided Visitor Parking			
Standard Spaces	0	93	
Motorcycle Spaces	0	6	
Total Provided Visitor Spaces	0	99	
Provided Commercial Parking			
Standard Spaces	60	0	
Motorcycle Spaces	1	0	
Total Provided Commercial Spaces	61	0	
Provided Vehicle Parking	61	431	spaces
Office Loading	1		



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DAC RESPONSE SUBMITTAL
MAY 2, 2018

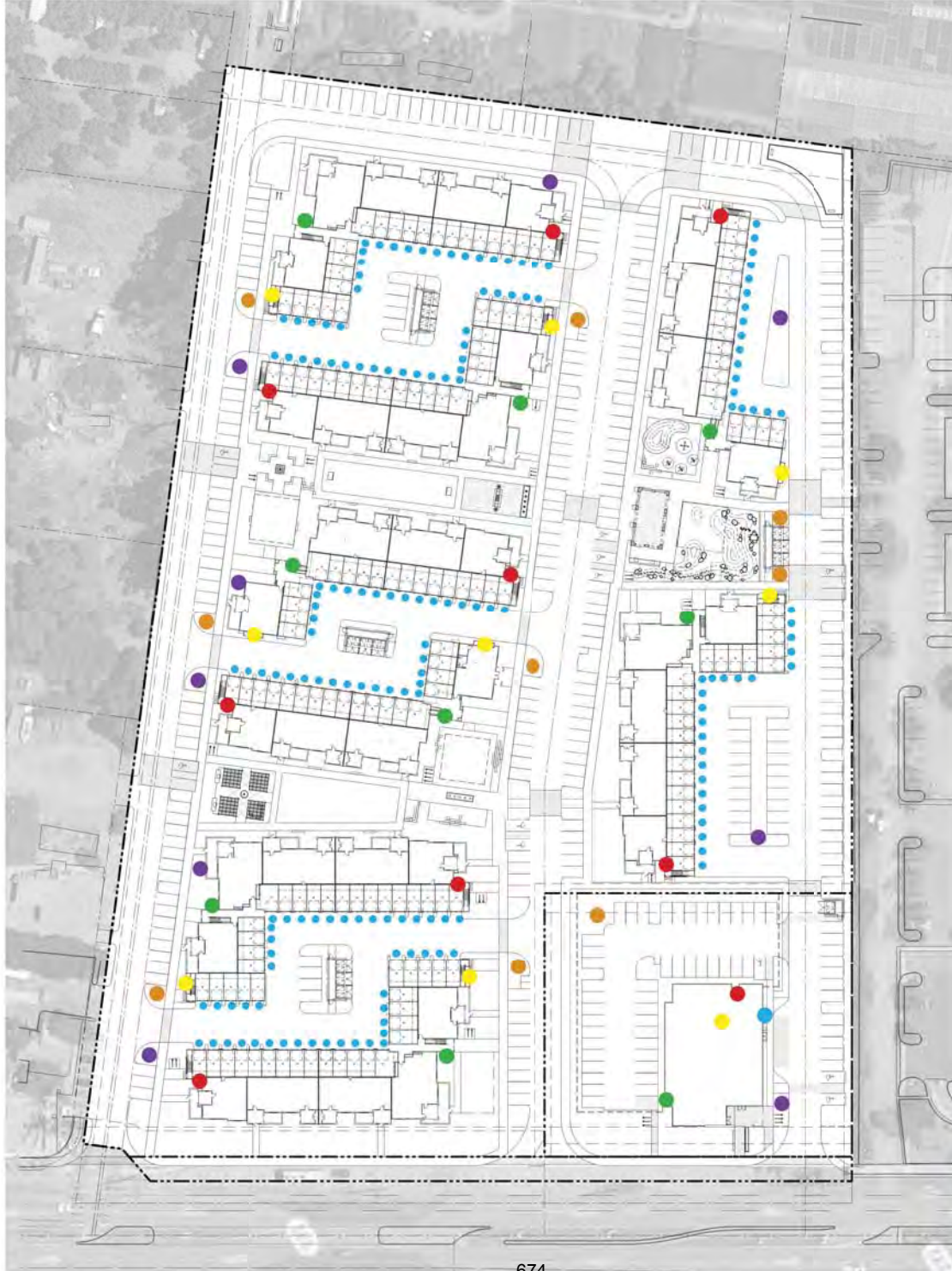
PROJECT OVERVIEW

A - 07



UTILITY KEY

- ELECTRIC METERS
- TRANSFORMER
- GAS METERS
- FIRE CABINET
- BACKFLOW
- WATER METER (BELOW GRADE)



ITEM #L-2

A - 09

SITE UTILITY DIAGRAM

DAC RESPONSE SUBMITTAL
MAY 2, 2019

RIO URBANA COMMUNITY
2714 East Vineyard Avenue
Oxnard, California
APN: 145-0-031-015 KTS19 2016-0557

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OPEN SPACE

- INTERIOR YARD SPACE
- PARKING LANDSCAPE
- FRONT YARD

Parcel 1 - Office	
Land Coverage	
Site Area	48,995 sqft
Building	17%
Paving	53%
Open Space	30%
Interior Yard (larger than 15'x15')	n/a
Interior Yard (smaller than 15'x15')	n/a
Parking Landscape	21%
Front Yard	3%
Landscape	
Planted / Play Area	24%
Pedestrian	6%

Parcel 2 - Residential	
Land Coverage	
Site Area	397,230 sqft
Building	27%
Paving	40%
Open Space	33%
Interior Yard (larger than 15'x15')	24%
Interior Yard (smaller than 15'x15')	3%
Parking Landscape	5%
Front Yard	2%
Landscape	
Planted / Play Area	22%
Pedestrian	11%



ITEM #L-2

A - 010

OPEN SPACE DIAGRAM

DAC RESPONSE SUBMITTAL
MAY 2, 2019

RIO URBANA COMMUNITY

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APN: 145-0-031-015

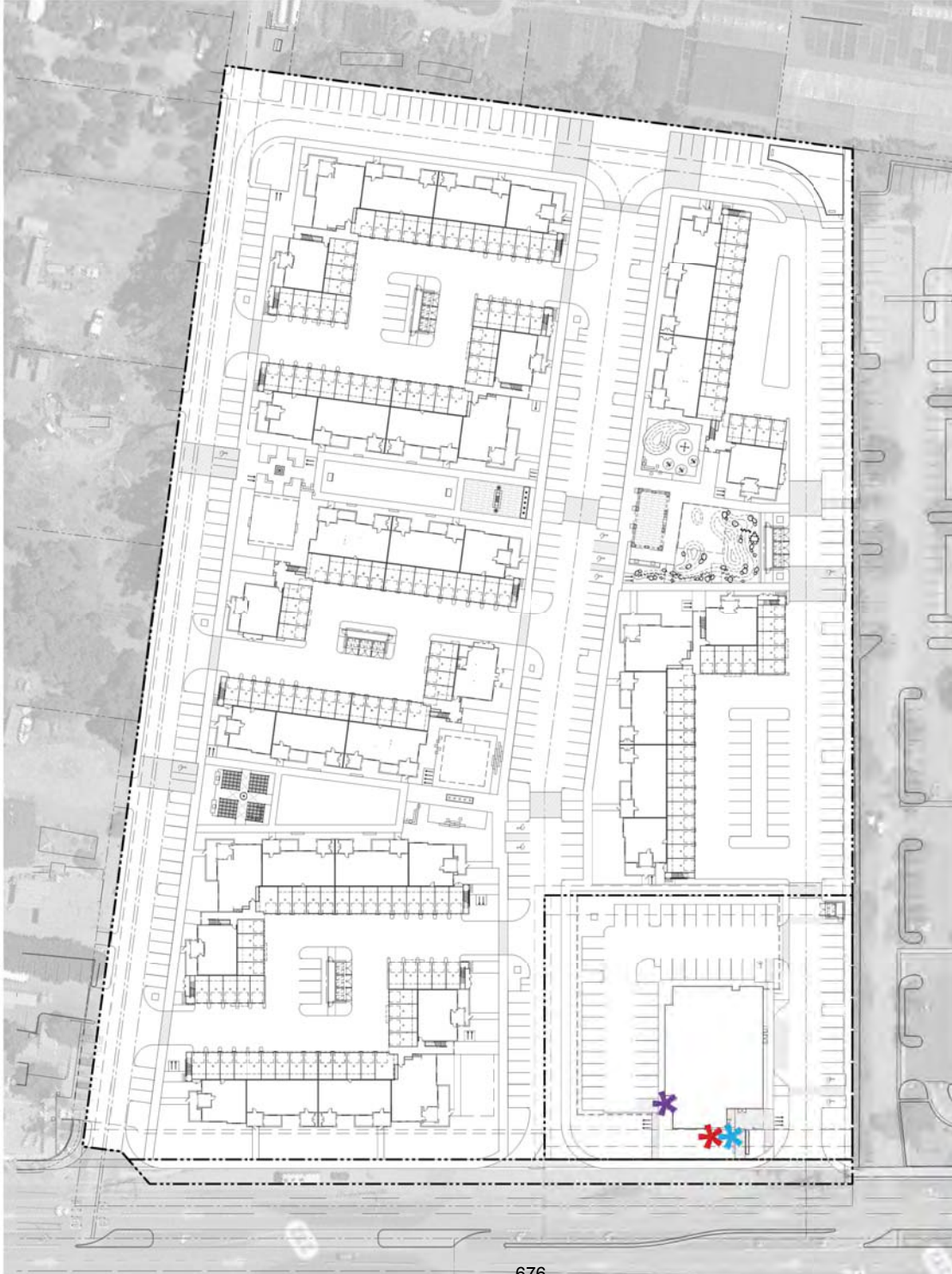
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SIGNAGE DIAGRAM

- PEDESTRIAN LEVEL OFFICE SIGNAGE
- 8'X3' METAL W/ BACK LIGHTING
- BUILDING LEVEL OFFICE SIGNAGE
- 6'X10' METAL W/ BACK LIGHTING
- HISTORIC EL RIO BELL INSET INTO
- WALL W/ LIGHTING



ITEM #L-2

A - 011

SIGNAGE LOCATION
DIAGRAM

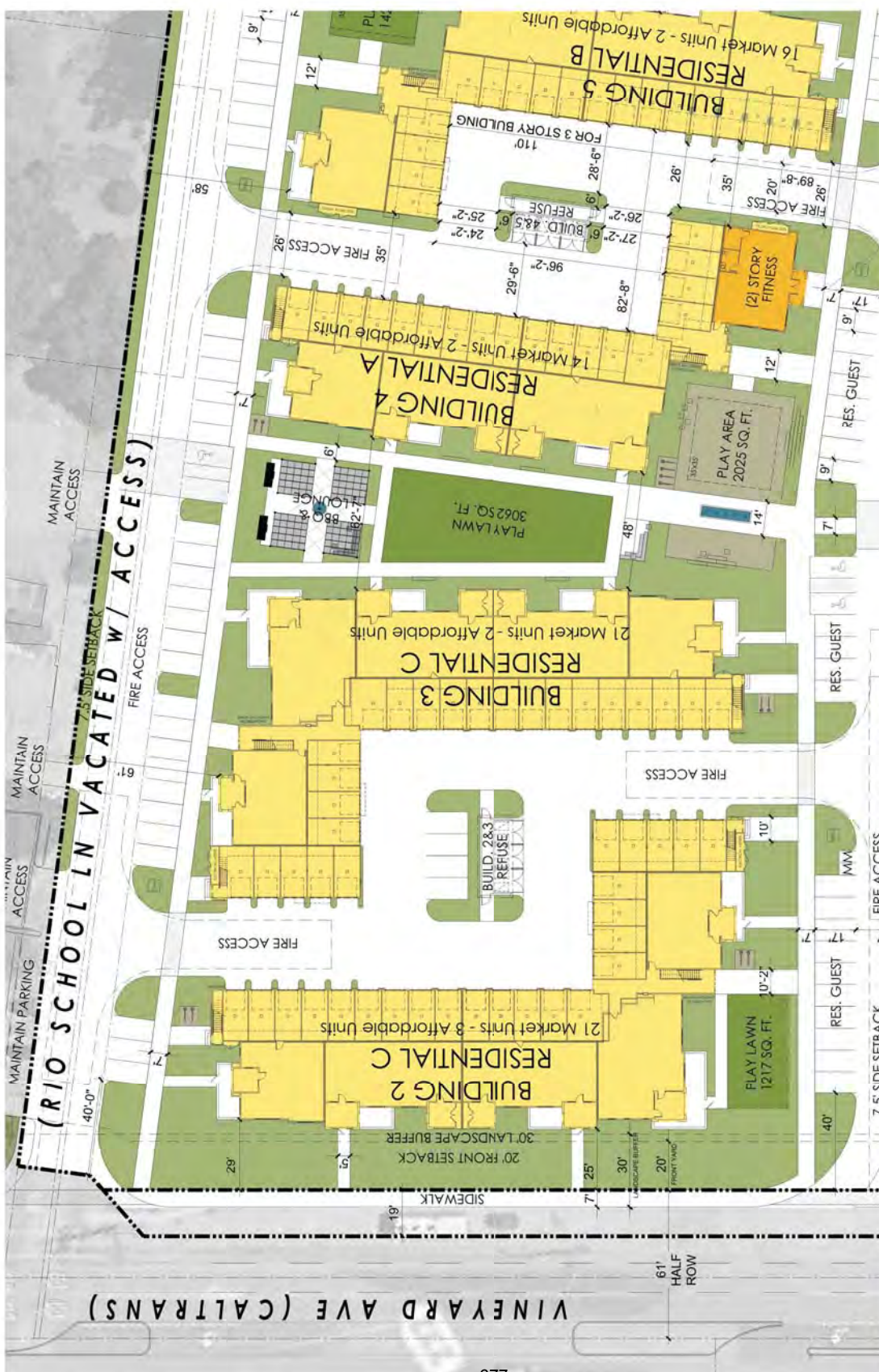
DAC RESPONSE SUBMITTAL
MAY 2, 2019

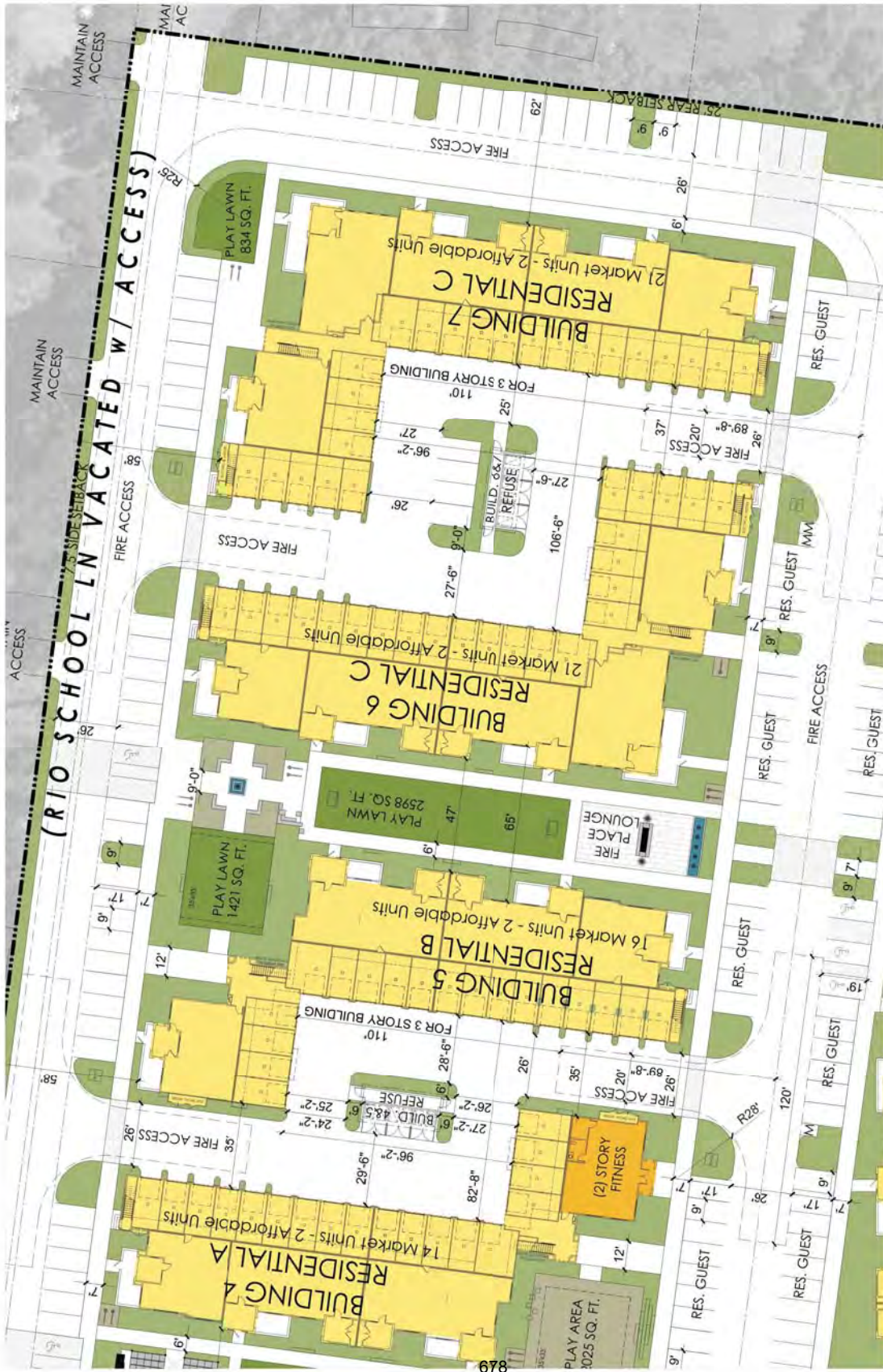
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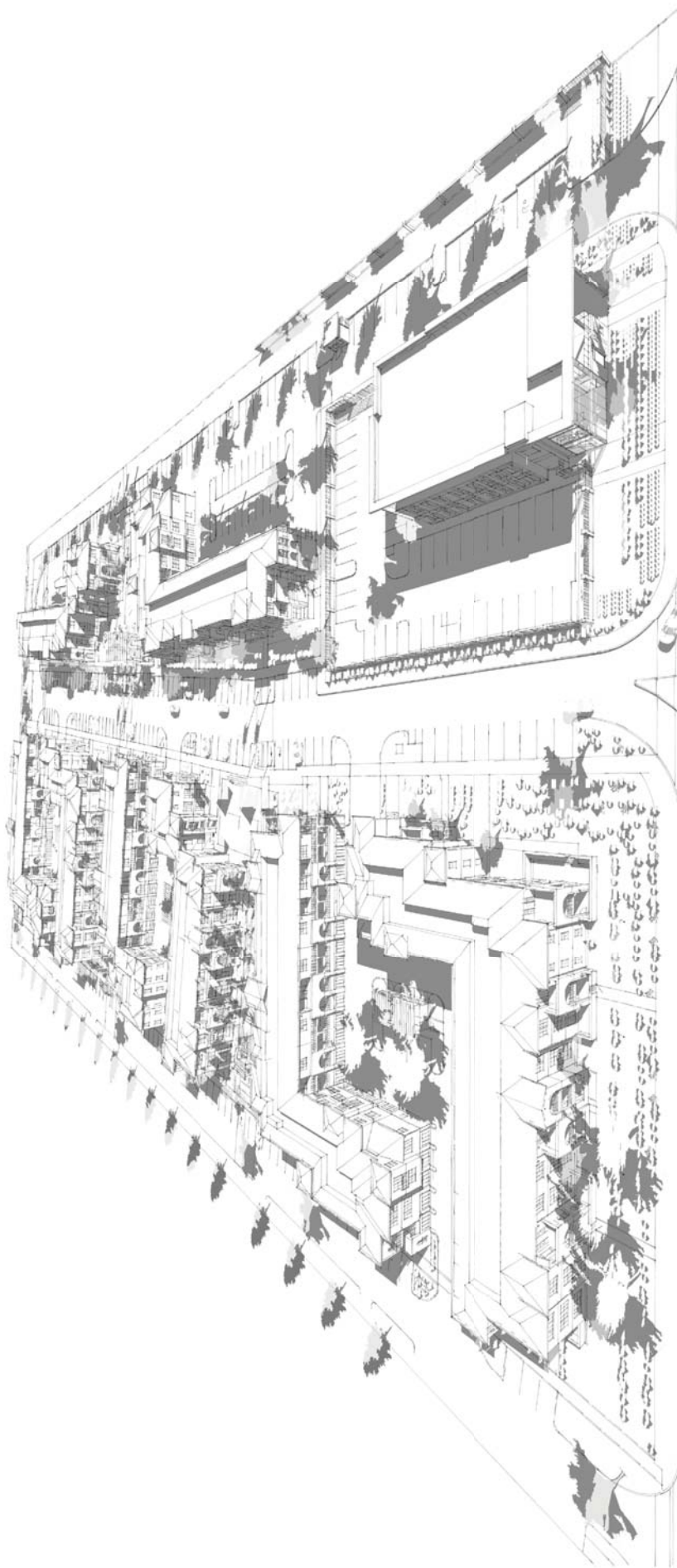
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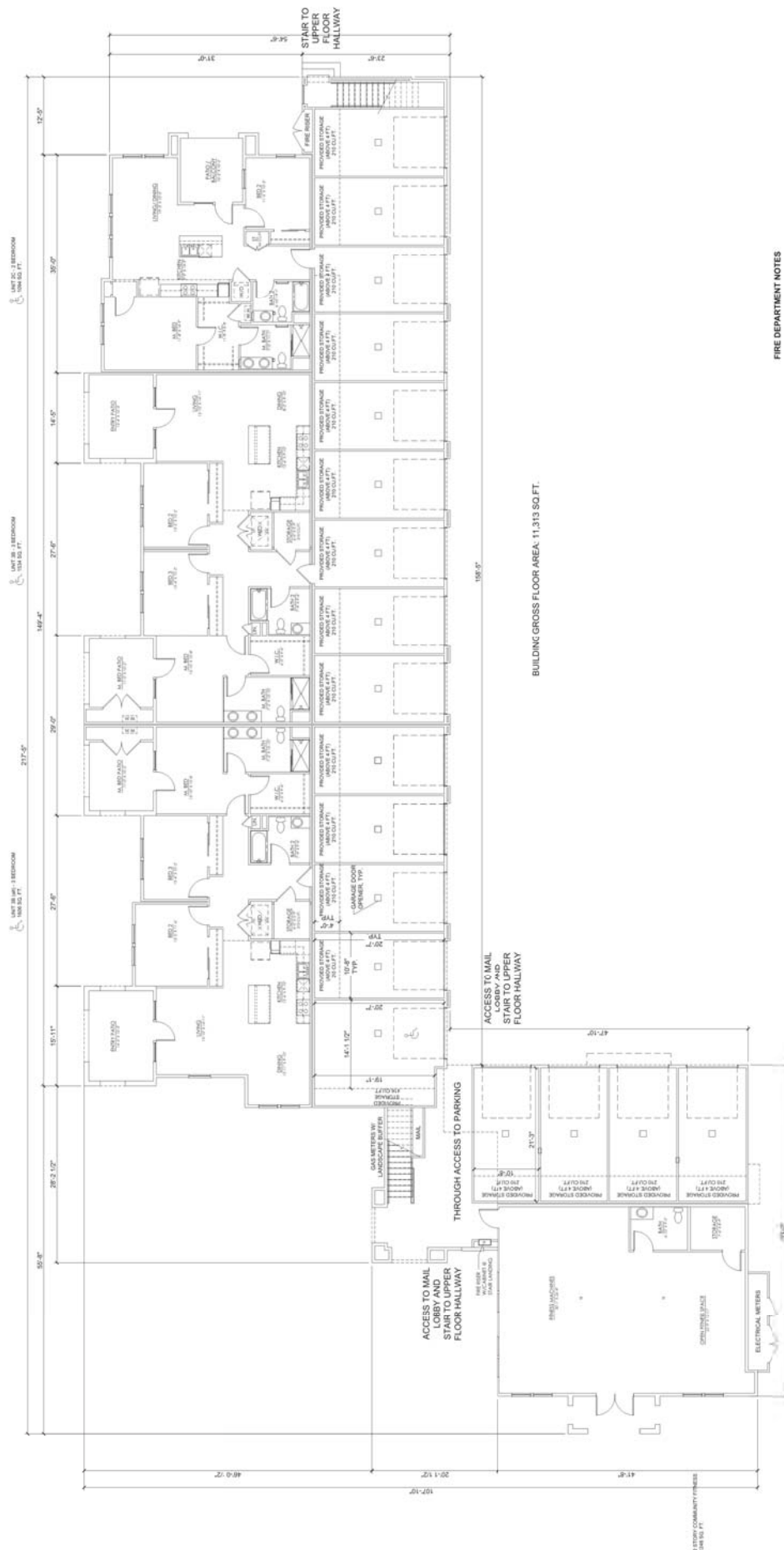












FIRE DEPARTMENT NOTES

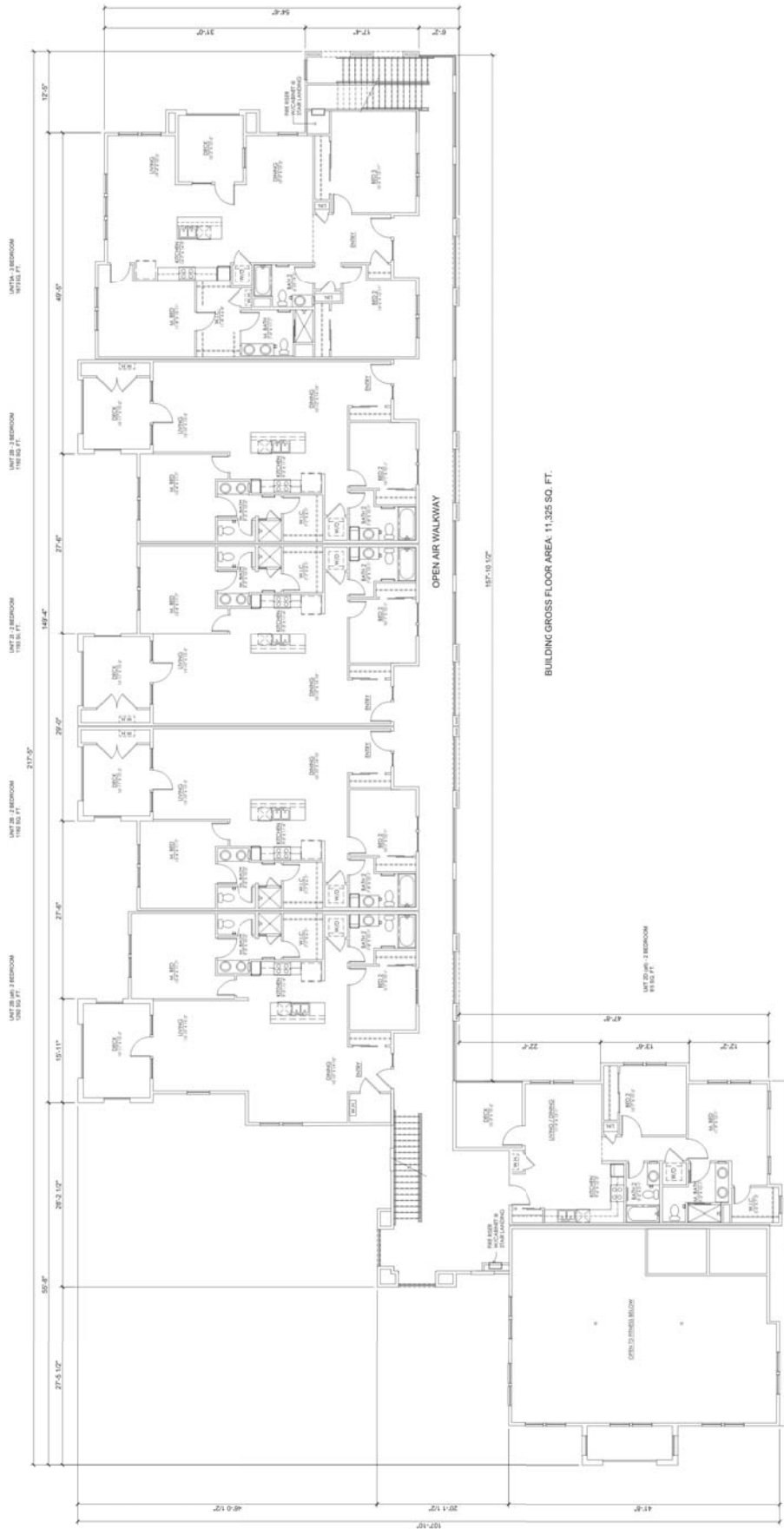
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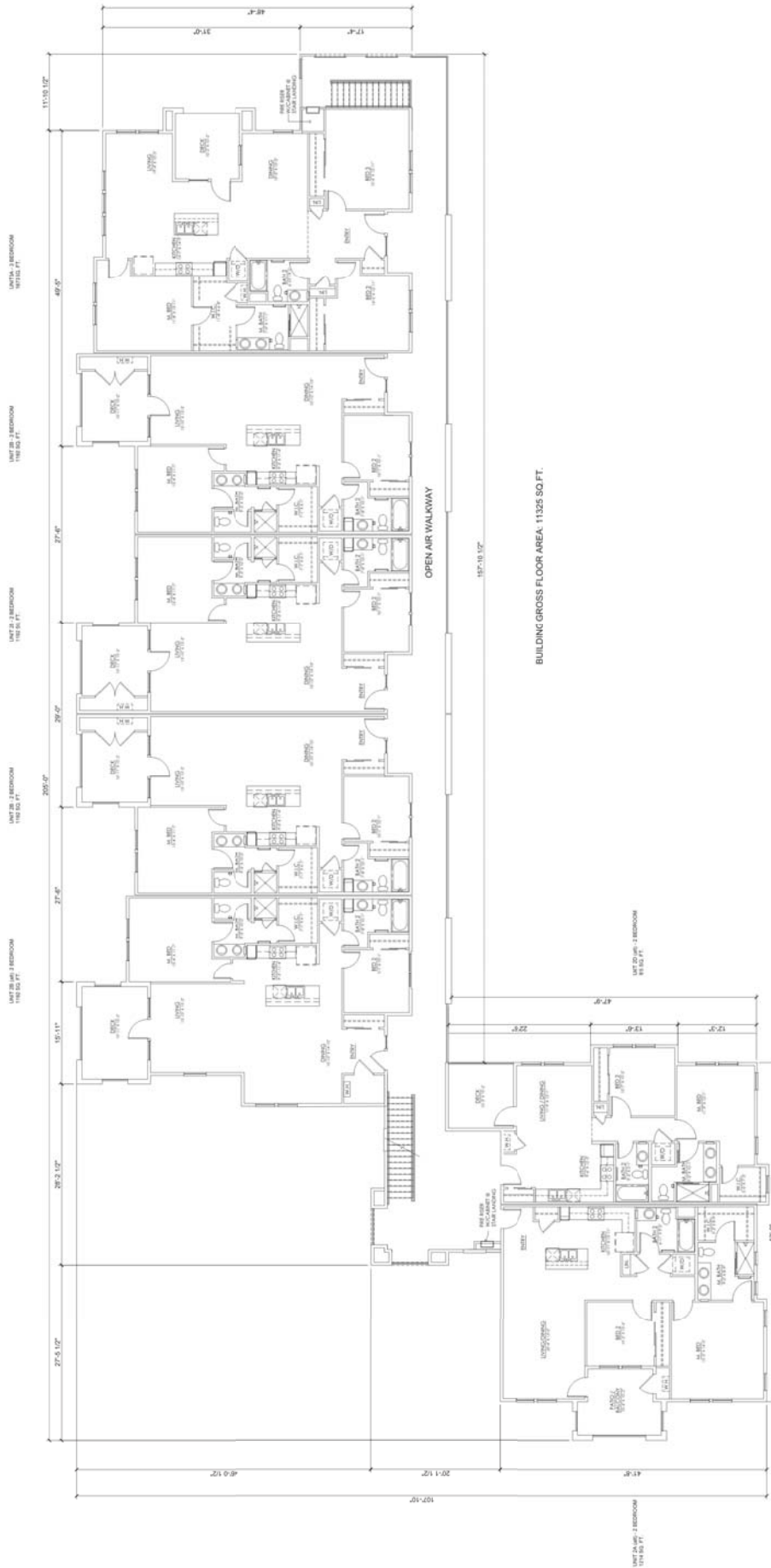
RESIDENTIAL A - LEVEL 1

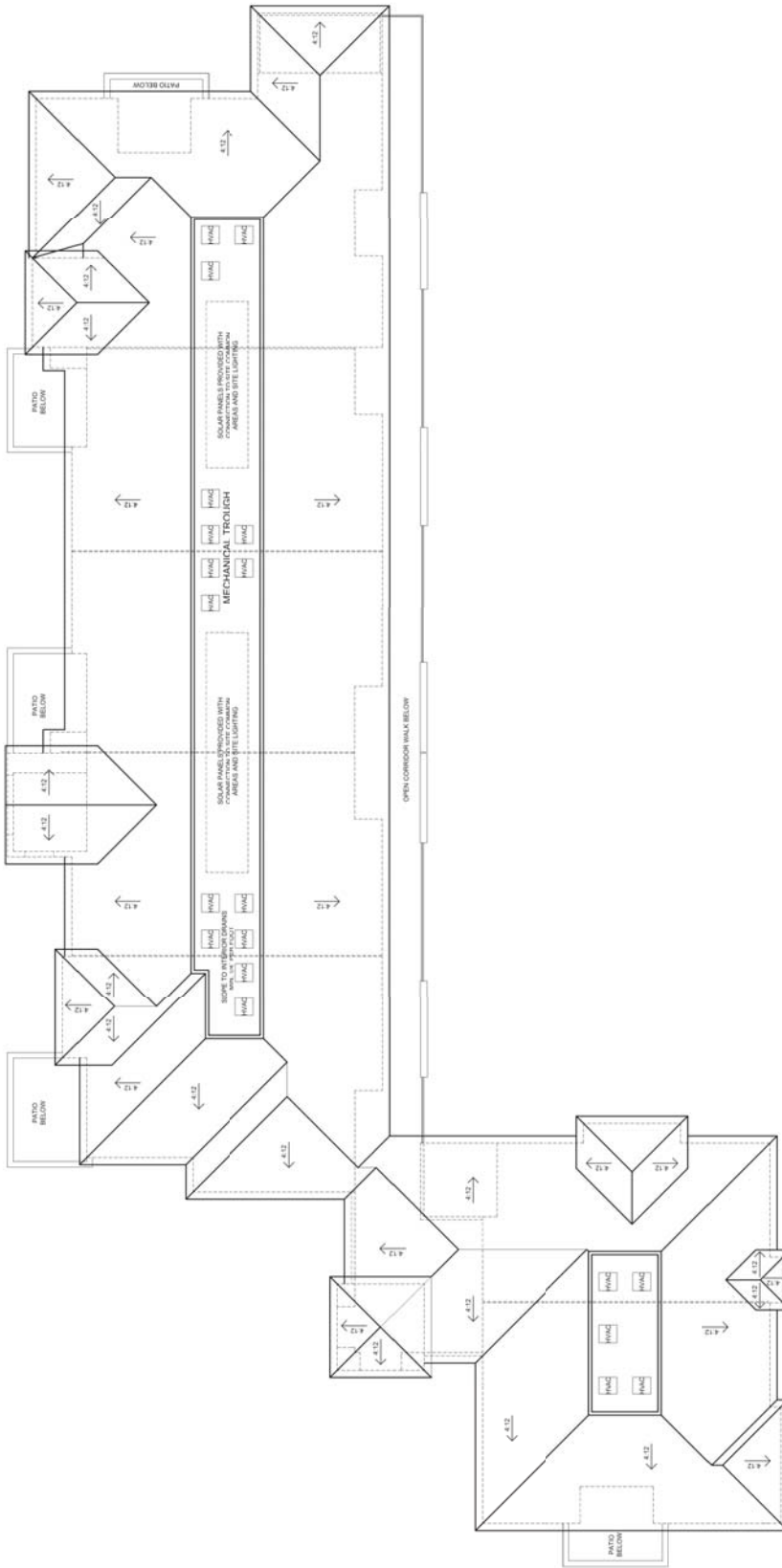
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Eagle, Idaho 83616











KEYNOTE LEGEND	
1	VINYL WINDOW SYSTEM
2	BRONZE
3	ALUMINUM RAILING SYSTEM
4	GYTART - VANDYKE
5	EXTERIOR DOOR
6	METAL SHUTTER
7	METAL DOWNSPOUT
8	METAL SECTIONAL GARAGE DOOR
9	EXTERIOR LIGHT FIXTURE
10	SUN SHADE LOUVERS
	ALUMINUM STOREFRONT
	SCREEN VINYL WINDOW SYSTEM - BRONZE

MATERIAL LEGEND	
	EXTERIOR CEMENT PLASTER, SW708 - ALABASTER
	STONE VENEER
	OYSTER - CUT COURSE
	CLAY TILE ROOFING, BROWN GRAY RANGE



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2714 East Vineyard Avenue
Oxnard, California
APN: 145-0-031-015 KTC1518 2016-0587

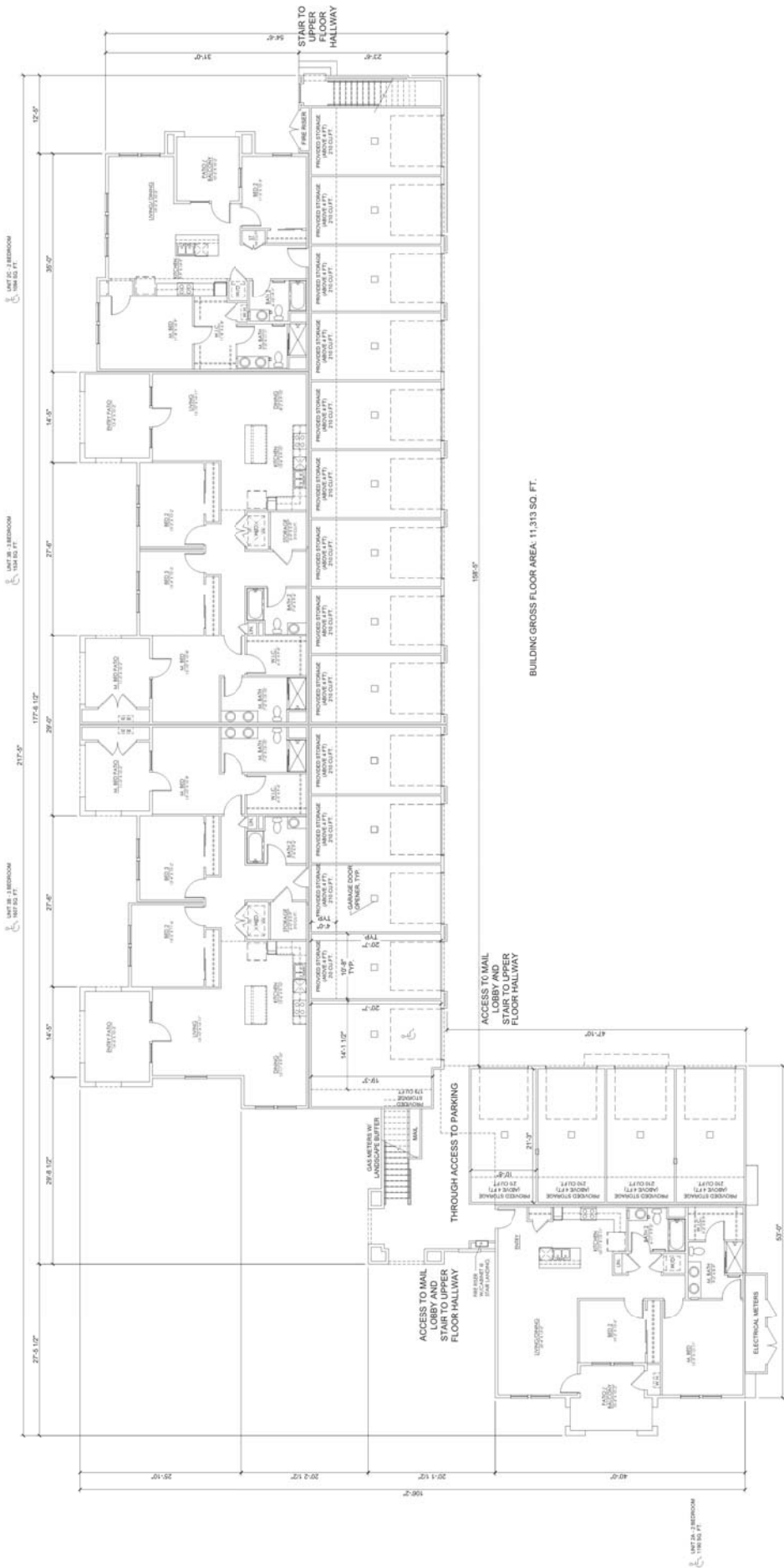
DAC RESPONSE SUBMITTAL
MAY 2, 2019



RESIDENTIAL A - ELEVATIONS

A - 27





ITEM #L-2

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RESIDENTIAL B - LEVEL 1

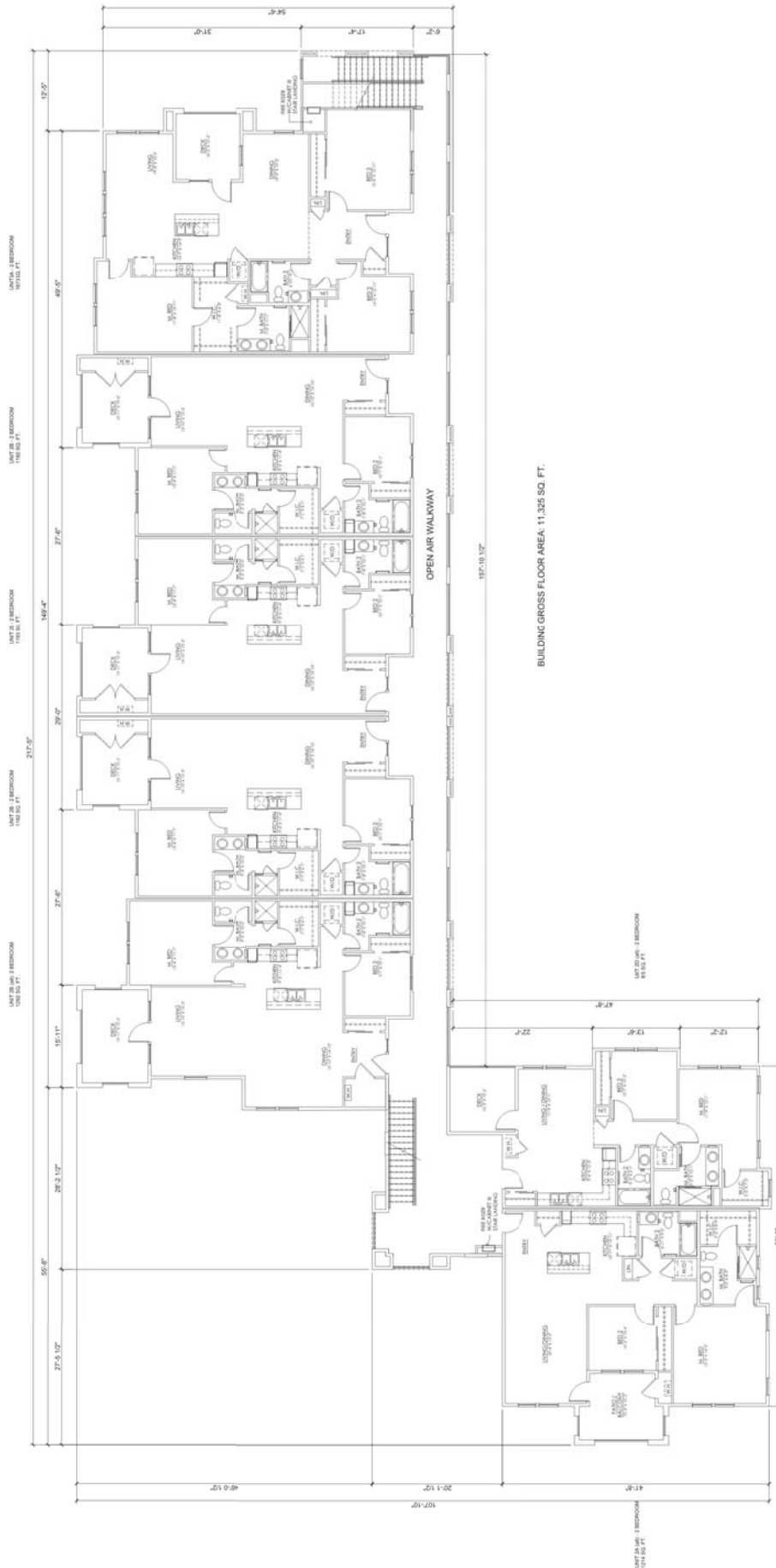
DAC RESPONSE SUBMITTAL
MAY 2, 2018

RIO URBANA COMMUNITY
2714 East Vineyard Avenue
Oxnard, California 93030
APN: 14-50-031-015 KCTSYR 2016-0557

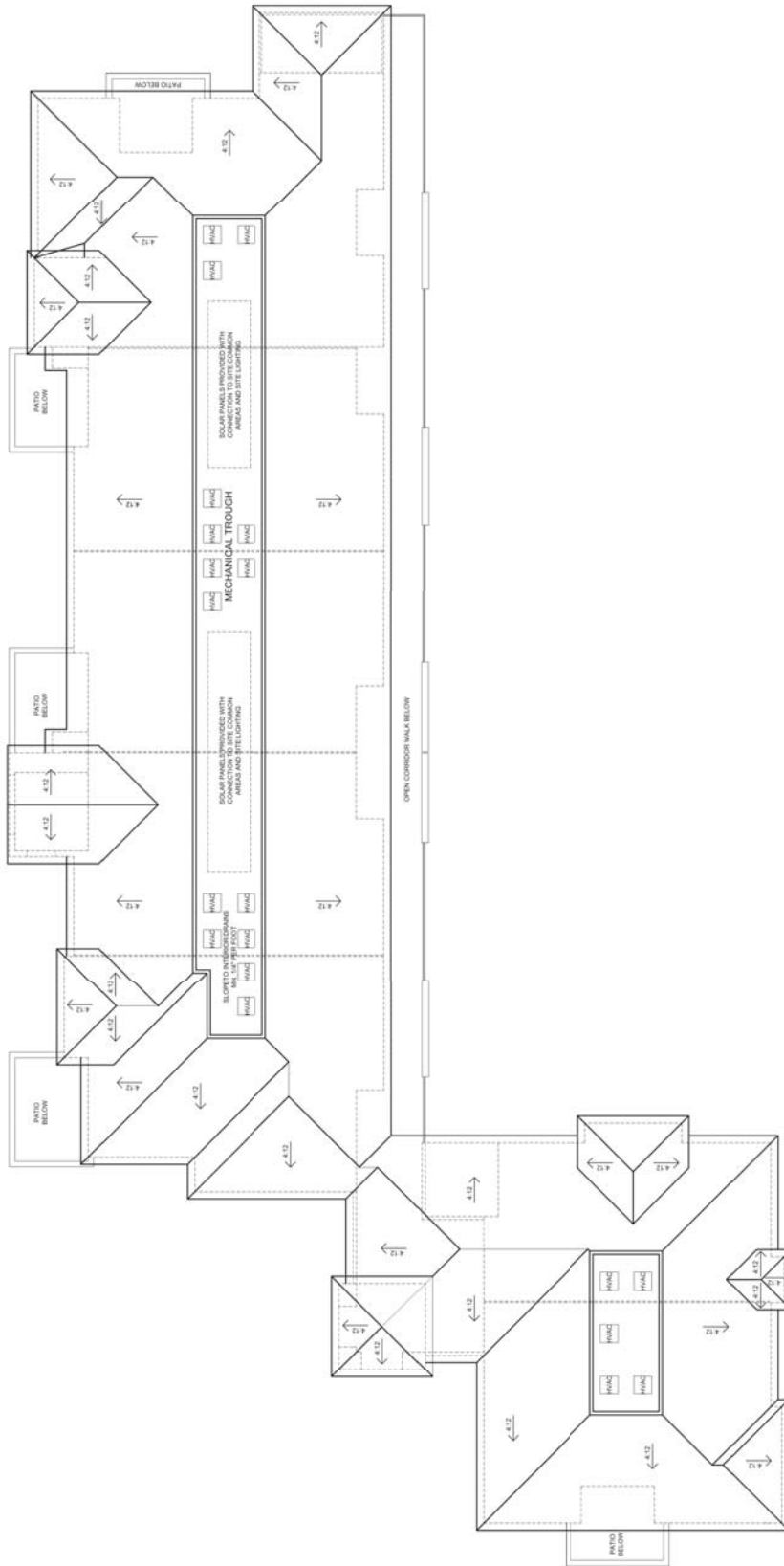
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RIO URBANA COMMUNITY
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Oxnard, California
APN: 14-50-03-1015 KCTDPR 2016-0587

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MAY 2, 2019



RESIDENTIAL B - ELEVATIONS

A - 33



MATERIAL LEGEND		KEYNOTE LEGEND	
	EXTERIOR CEMENT PLASTER SW7003 - ALABASTER		VINYL WINDOW SYSTEM BRONZE
	STONE VENEER OYSTER - CUT COURSE		ALUMINUM RAILING SYSTEM BRONZE - VANDYKE
	CLAY TILE ROOFING BROWN GRAY RANGE		EXTERIOR DOOR
			METAL GUTTER
			METAL DOWNSPOUT
			METAL SECTIONAL GARAGE DOOR
			EXTERIOR LIGHT FIXTURE
			SUN SHADE LOUVERS
			ALUMINUM STOREFRONT SCREEN VINYL WINDOW SYSTEM - BRONZE



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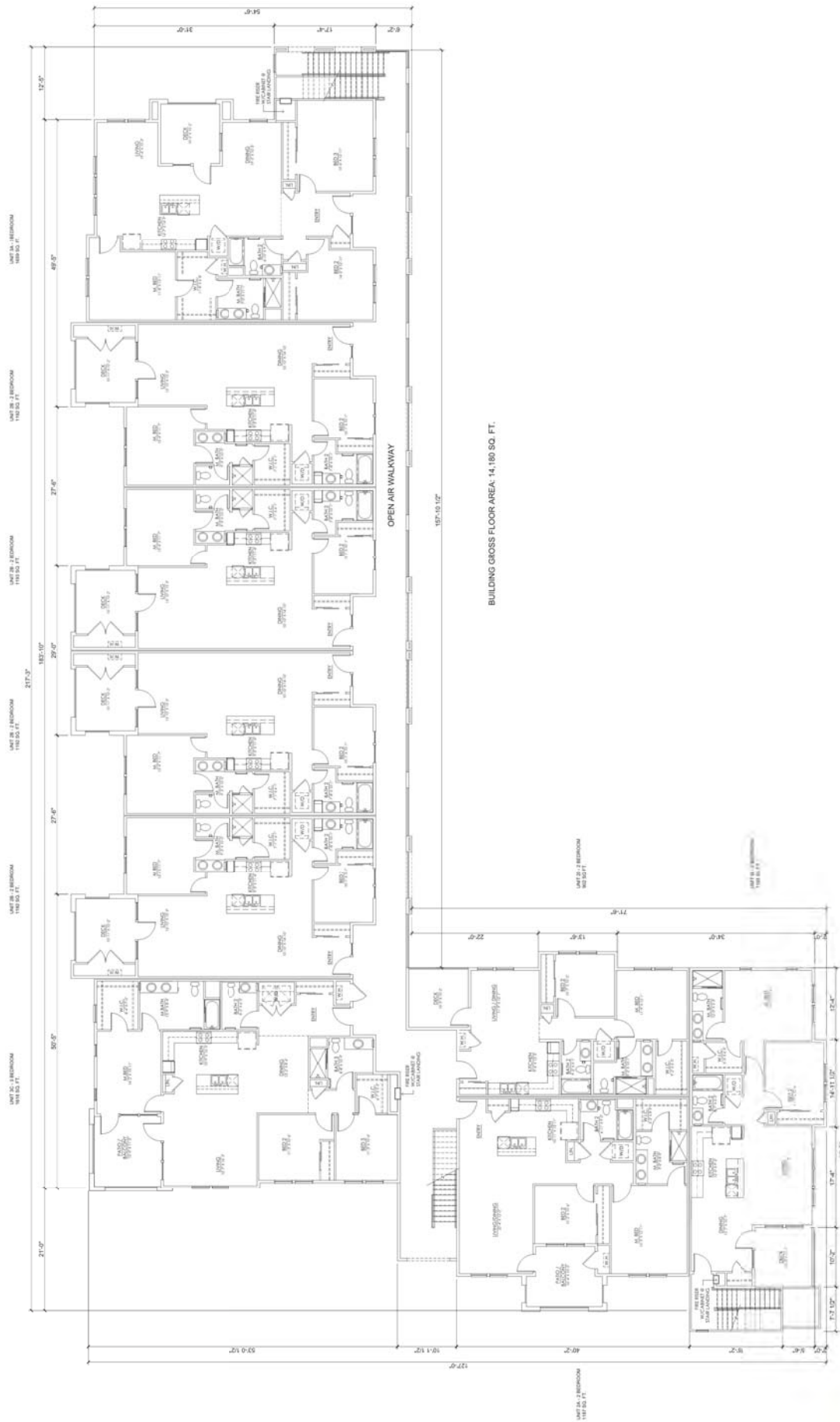
RIO URBANA COMMUNITY
2714 East Vineyard Avenue
Oxnard, California
APN: 145-0-031-015 KTS19 2016-0587

DAC RESPONSE SUBMITTAL
MAY 2, 2019

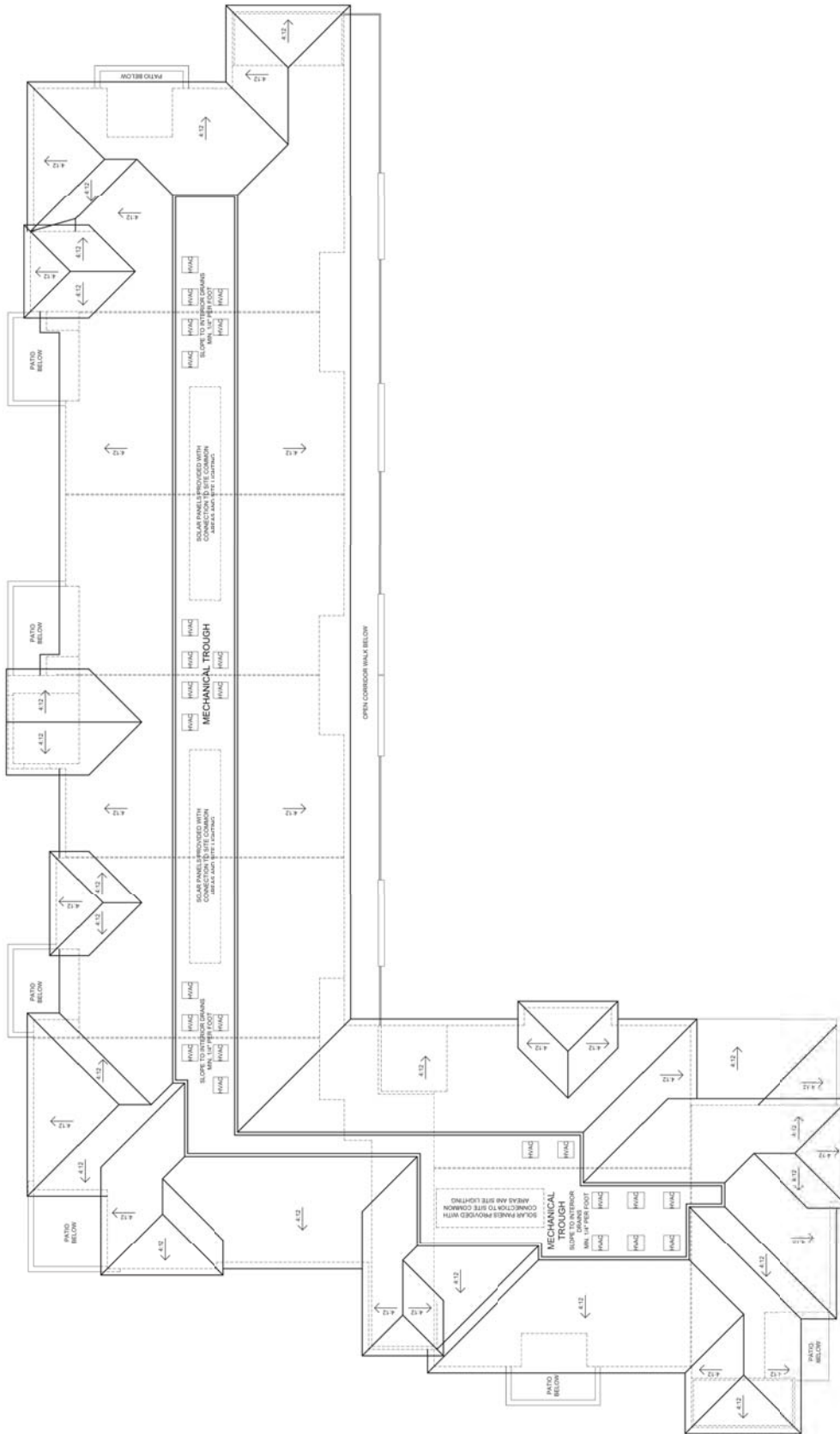


RESIDENTIAL B - ELEVATIONS

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MATERIAL LEGEND		KEYNOTE LEGEND	
	EXTERIOR CEMENT PLASTER SW7008 - ALABASTER		VINYL WINDOW SYSTEM BRONZE
	STONE VENEER MACRONA - CUT COURSE		ALUMINUM RAILING SYSTEM GW7041 - VIMONYE
	CLAY TILE ROOFING BROWN GRAY RANGE		EXTERIOR DOOR
			METAL GUTTER
			METAL DOWNSPOUT
			METAL SECTIONAL GARAGE DOOR
			EXTERIOR LIGHT FIXTURE
			SUN SHADE LOUVERS
			ALUMINUM STOREFRONT SCREEN VINYL WINDOW SYSTEM - BRONZE





LEFT SIDE ELEVATION (NORTH)



REAR ELEVATION (EAST)

MATERIAL LEGEND		KEYNOTE LEGEND	
	EXTERIOR CEMENT PLASTER SW7008 - ALABASTER	1	VINYL WINDOW SYSTEM BRONZE
	STONE VENEER MAJORA - CUT COURSE	2	ALUMINUM RAILING SYSTEM SUNSHINE - JANEYKAT
	CLAY TILE ROOFING BROWN GRAY RANGE	3	EXTERIOR DOOR
		4	METAL GUTTER
		5	METAL DOWNSPOUT
		6	METAL SECTIONAL GARAGE DOOR
		7	EXTERIOR LIGHT FIXTURE
		8	SUN SHADE LOUVERS
		9	ALUMINUM STOREFRONT SCREEN VINYL WINDOW SYSTEM - BRONZE
		10	



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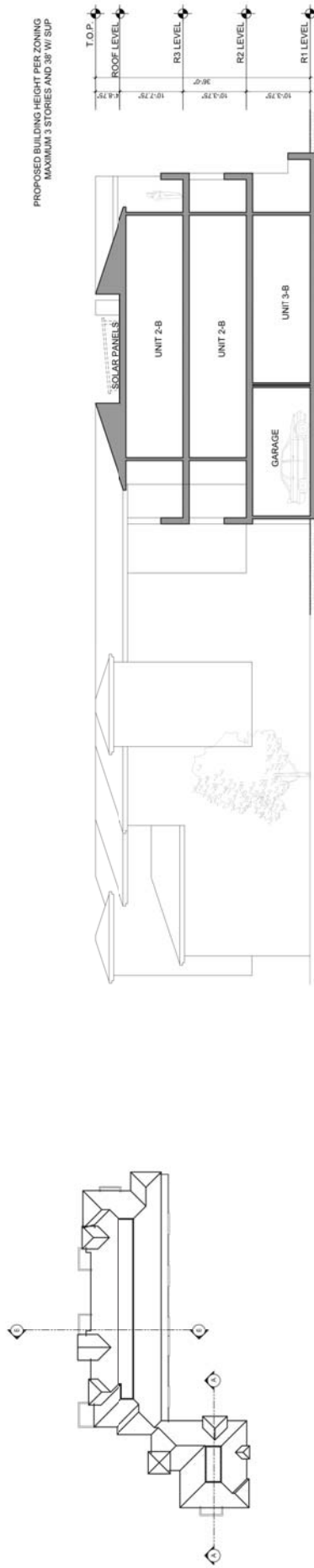
RIO URBANA COMMUNITY
2714 East Vineyard Avenue
Oxnard, California
APN: 145-05-01-15 KTS19 2016-0587

DAC RESPONSE SUBMITTAL
MAY 2, 2019

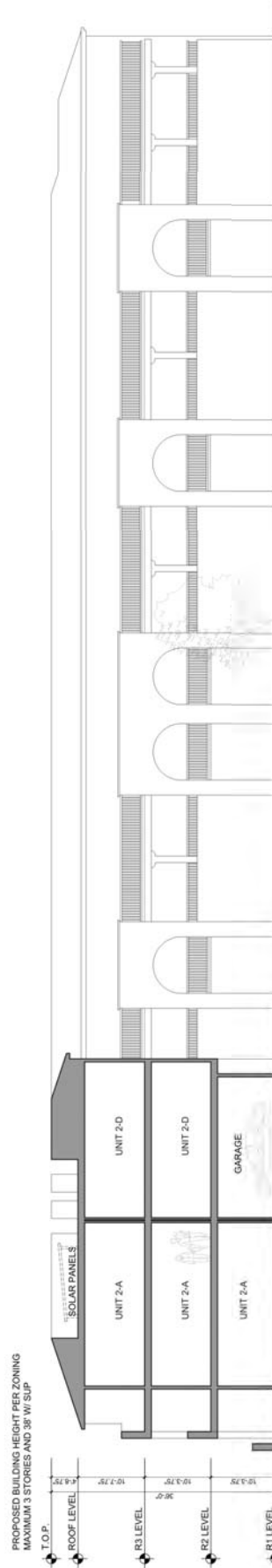


RESIDENTIAL C - ELEVATIONS

A - 40



SECTION B-B



SECTION A-A

ITEM #L-2

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RESIDENTIAL - SECTIONS

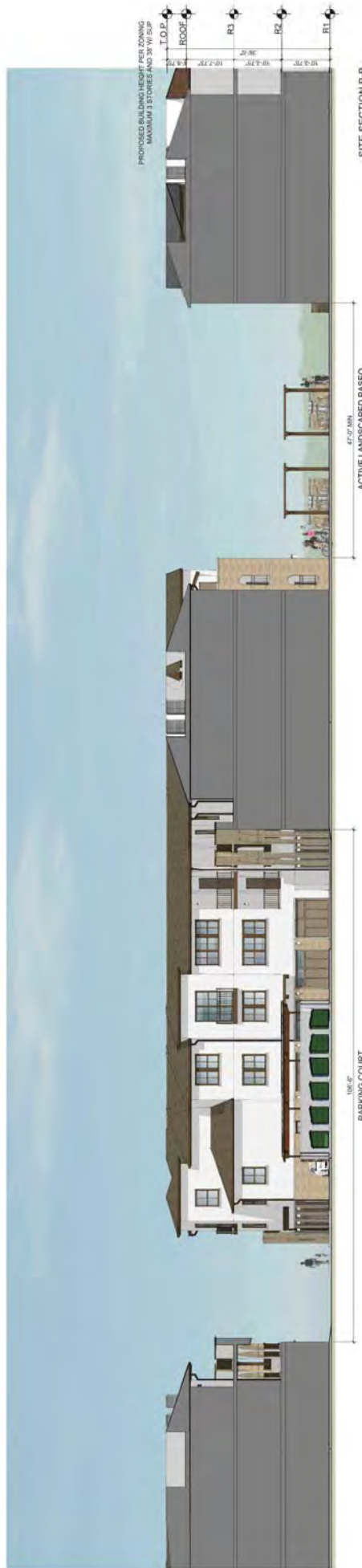
DAC RESPONSE SUBMITTAL
MAY 2, 2018

RIO URBANA COMMUNITY
2714 East Vineyard Avenue
Oxnard, California 93030
APN: 145-053-015

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SITE SECTIONS

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MAY 2, 2018

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Corona, California
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①

Body 1
Walls



Suoco
Smooth-Coat Finish

SW 7008
Alabaster

②

Accent 1
Open/ Windows/
Railings



SW 7041
VanDyke

③

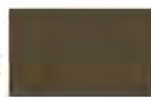
Accent 2
Garage



SW 7039
Virtual Taupe

④

Trim 1
Fascia / Rafter Tails /
Cobels



SW 7041
VanDyke

⑤

Trim 2
Windows/ Wall Cap



Split Edge
White Cloud

⑥

Body 2
Walls



Cut Course
Madrona

⑦

Roof



Capistrano
3687 - Brown Gray Range

⑧

Decorative 1



Meridian Sconce
305615 LED

PAINT: SHERWIN WILLIAMS

STONE: ELDORADO

ROOFING: EAGLE ROOFING

LIGHTING: HUBARDTTON FORGE



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2714 East Vineyard Avenue
Downey, California
APN: 14505031015 KCTCWP 2016-0587

DAC RESPONSE SUBMITTAL
MAY 2, 2018

RESIDENTIAL BUILDINGS A&B
MATERIALS SAMPLE BOARD

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ITEM #L-2



1

Body 1
Walls



Stucco
Smooth-Coat Finish

SW 7008
Alabaster

2

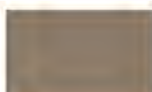
Accent 1
Upper Windows/
Railings



SW 7041
VanDyke

3

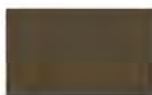
Accent 2
Garage



SW 7039
Virtual Taupe

4

Trim 1
Fascia / Rafter Tails /
Cobles



SW 7041
VanDyke

5

Trim 2
Windows/ Wall Cap



Split Edge
White Cloud

6

Body 2
Walls



Cut Course
Oyster

7

Roof



Capistrano
3687 - Brown Gray Range

8

Decorative 1



Meridian Sconce
305615 LED

PAINT: SHERWIN WILLIAMS

STONE: ELDORADO

ROOFING: EAGLE ROOFING

LIGHTING: HUBARDT FORGE



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MAY 2, 2019

RESIDENTIAL BUILDING C
MATERIALS SAMPLE BOARD

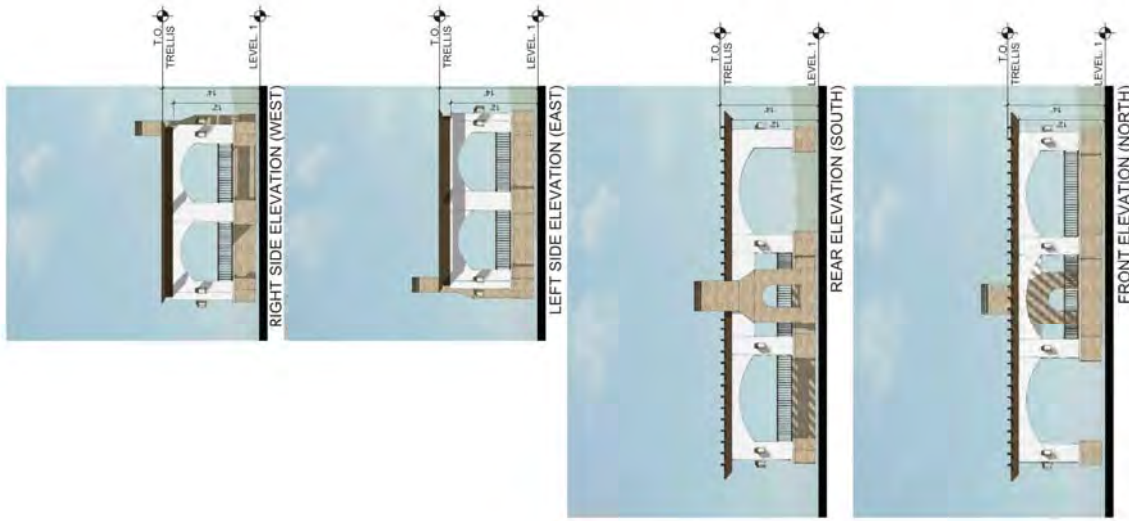
A - 44

ITEM #L-2









ITEM #L-2

A - 48

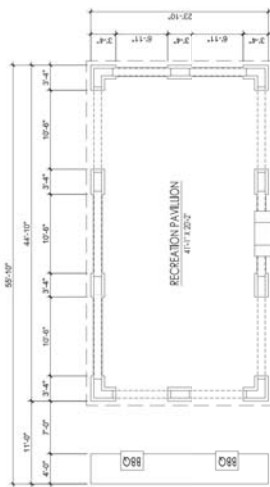
REC. PLAN & ELEVATIONS

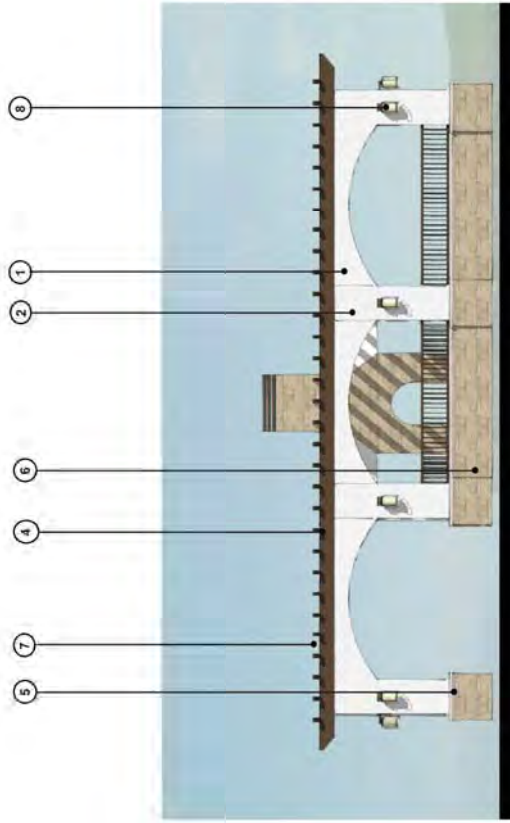
DAC RESPONSE SUBMITTAL
MAY 2, 2018

RIO URBANA COMMUNITY
2714 East Vineyard Avenue
Corona, California
APN: 145-031-015 KCTSY# 2016-0557

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① Body 1
Walls



Stucco
Smooth-Coat Finish
SW 7008
Alabaster

PAINT: SHERWIN WILLIAMS

② Accent 1
Doors/ Windows/
Railings



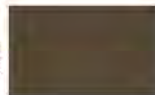
SW 7041
VanDyke

③ Accent 2
Garage



SW 7039
Virtual Taupe

④ Trim 1
Facades / Balter Rails /
Corbels



SW 7041
VanDyke

⑤ Trim 2
Windows/ Wall Cap



Split Edge
White Cloud

STONE: ELDORADO

⑥ Body 2
Walls



Cut Course
Oyster

⑦ Trim 3
Trellis



SW 3532 Hill Country

HEAVY TIMBER

⑧ Decorative 1



Meridian Sconce
305615 LED

LIGHTING: HUBBARDTON FORGE



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Dana Point, California
APN: 145-05-0115 KCTC# 2016-0587

DAC RESPONSE SUBMITTAL
MAY 2, 2019

RECREATIONAL BUILDING
MATERIALS SAMPLE BOARD

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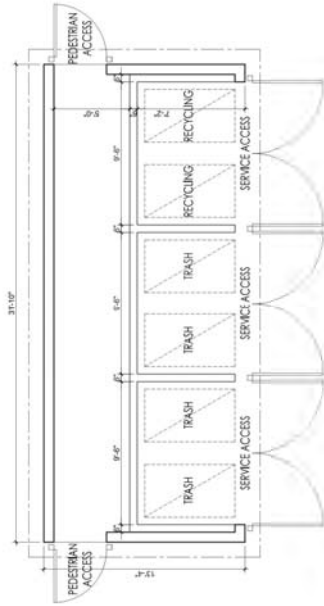
ITEM #L-2



PERSPECTIVE

NOTE:

- SOLID ROOF TO COVER ALL TRASH AND RECYCLING RECEPTACLES
- FIRE SPRINKLERS TO BE PROVIDED AT UNDERSIDE OF ROOF AT TRASH AREA PER OAKLAND CODE.
- METAL ROOF TO MATCH TRIM 1
- CHERRY STAINED WOOD ROOF STRUCTURE
- GALVANIZED STEEL POSTS
- PAINTED TRIM 1
- PEDESTRIAN ACCESS GATE
- CHERRY STAINED WOOD
- 20/30 SAND FINISH STUCCO PAINTED TO MATCH RESIDENTIAL ON CMU WALLS



MAXIMUM NUMBER OF UNITS SERVED BY ONE TRASH ENCLOSURE: 46
 REQUIRED MIN. 1 BIN PER 12 UNITS, 3.6
 PROVIDED TRASH BINS: 4
 REQUIRED MIN. 1 RECYCLING BIN PER ENCLOSURE
 PROVIDED RECYCLING BINS: 2

TYPICAL TRASH & RECYCLING PLAN



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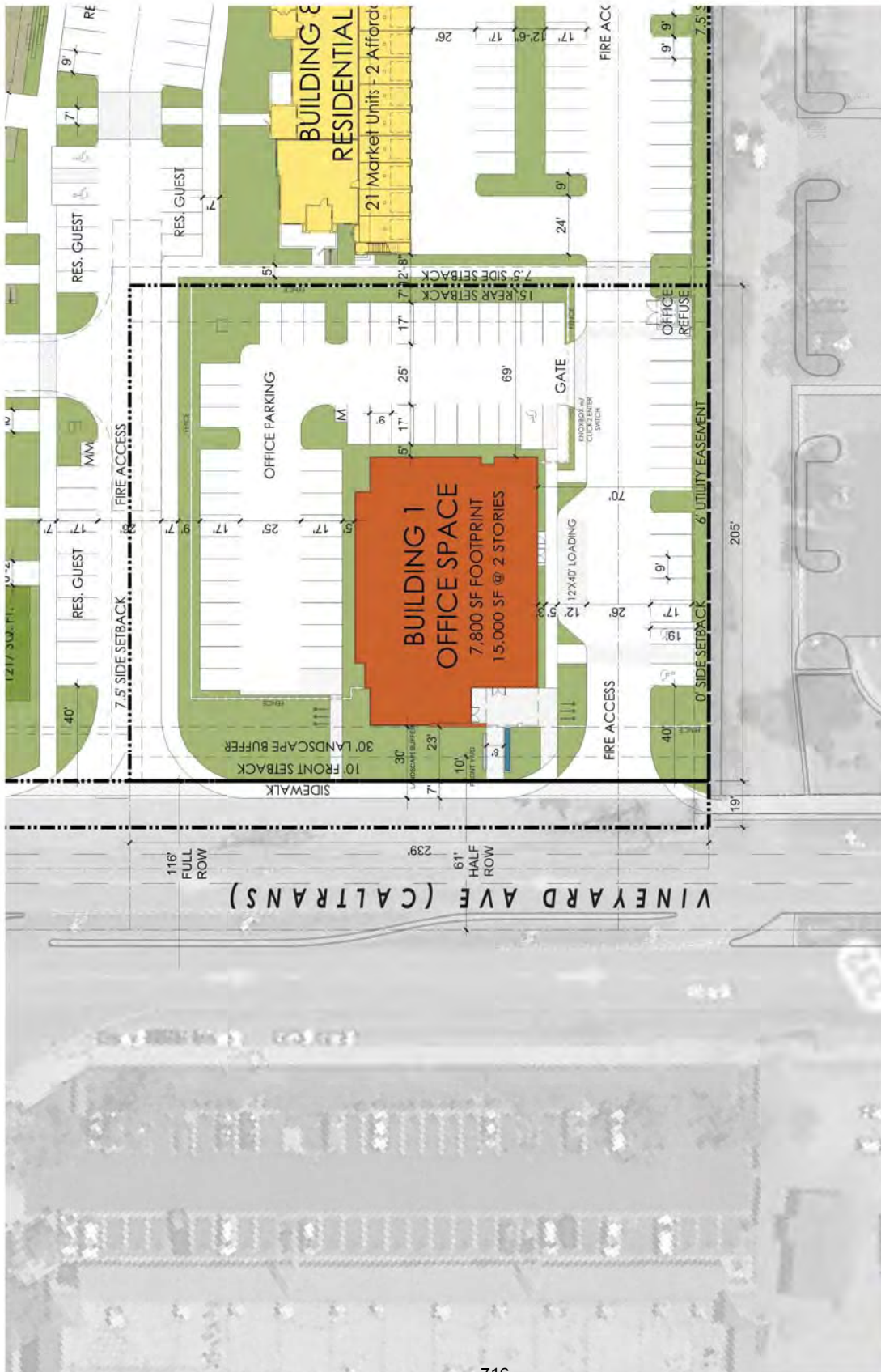
RIO URBANA COMMUNITY
 2714 East Vineyard Avenue
 Oxnard, California
 APN: 145-95-01015 KCTD19 2016-0557

DAC RESPONSE SUBMITTAL
 MAY 2, 2018



RESIDENTIAL
 TRASH & RECYCLING

A - 50









OFFICE LEVEL 1



OFFICE LEVEL 2

TRASH & RECYCLING NOTES

1. TRASH & RECYCLING WILL BE MOVED BY BUILDING STAFF FROM INTERIOR CENTRAL COLLECTION POINT TO ON-SITE EXTERNAL OFFICE REFUSE LOCATION FOR PICK UP

FIRE DEPARTMENT NOTES

1. NFPA 13 FIRE SPRINKLER SYSTEM REQUIRED TO BE UNDER SEPARATE SUBMITTAL REVIEW AND PERMIT APPROVAL
2. FIRE ALARM SYSTEM WITH OCCUPANT NOTIFICATION PER NFPA 72 AND THE 2016 CALIFORNIA FIRE CODE REQUIRED TO BE UNDER SEPARATE SUBMITTAL REVIEW AND PERMIT APPROVAL
3. CLASS 1 WET STANDPIPE SYSTEM IS REQUIRED AT EVERY STAIRWELL COMBINED SPRINKLER AND STANDPIPE SYSTEM SHALL BE REQUIRED
4. PROJECT SHALL COMPLY WITH THE OXNARD FIRE DEPARTMENT FIRE PROTECTION GUIDE REQUIREMENTS.



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Corona, California
APN: 145-05-0115 KCT51P 2016-0557

DAC RESPONSE SUBMITTAL
MAY 2, 2018

OFFICE - PLANS

A - 54

ITEM #L-2

MATERIAL LEGEND

- EXTERIOR CEMENT PLASTER
SW9105 - IVINE WHITE
- EXTERIOR CEMENT PLASTER
SW7006 - GRAY MATTERS
- STONE VENEER
WHISPER WHITE - RIDGETOP16

- EXTERIOR CEMENT PLASTER
SW7006 - GRIZZLE GRAY
- EXTERIOR CEMENT PLASTER
SW9019 - GUNTLET GRAY

KEYNOTE LEGEND

- 1 ALUMINUM WINDOW SYSTEM
GRIZZLE GREY FINISH
- 2 GLASS RAILING SYSTEM
- 3 EXTERIOR DOOR
- 4 EXTERIOR LIGHT FIXTURE
- 5 SUN SHADE LOUVERS
- 6 ALUMINUM STOREFRONT
GRIZZLE GREY FINISH
- 7 PEDESTRIAN LEVEL OFFICE SIGNAGE
6X12 METAL W/ BACK LIGHTING
- 8 BUILDING LEVEL OFFICE SIGNAGE
6X10' METAL W/ BACK LIGHTING
- 9 HISTORICAL PRO BELL INSET INTO
WALL W/ LIGHTING



REAR ELEVATION (EAST)



RIGHT SIDE ELEVATION (SOUTH)



FRONT ELEVATION (WEST)



LEFT SIDE ELEVATION (NORTH)



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Oxnard, California
APN: 145-05-015
KTGY 2016-0557

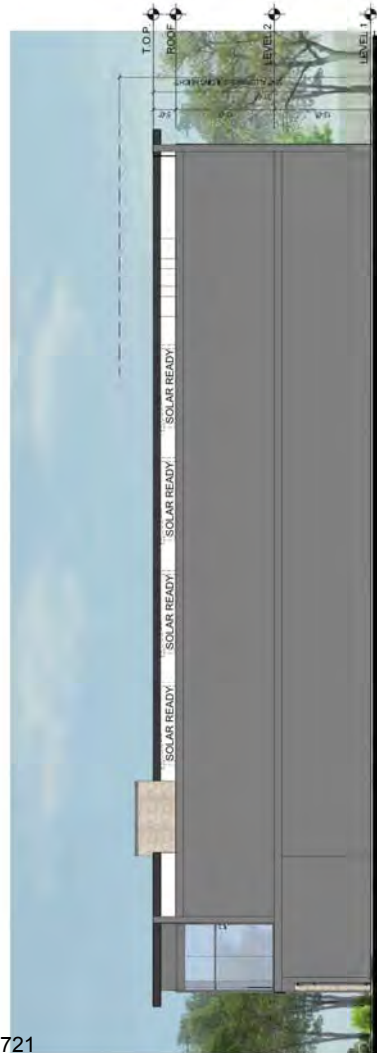
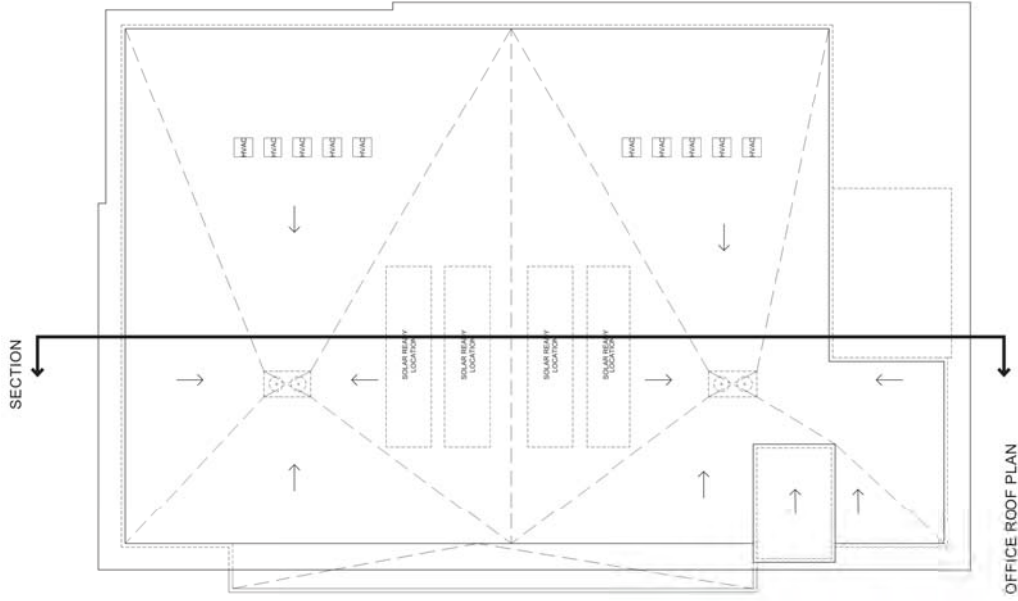
DAC RESPONSE SUBMITTAL
MAY 2, 2019

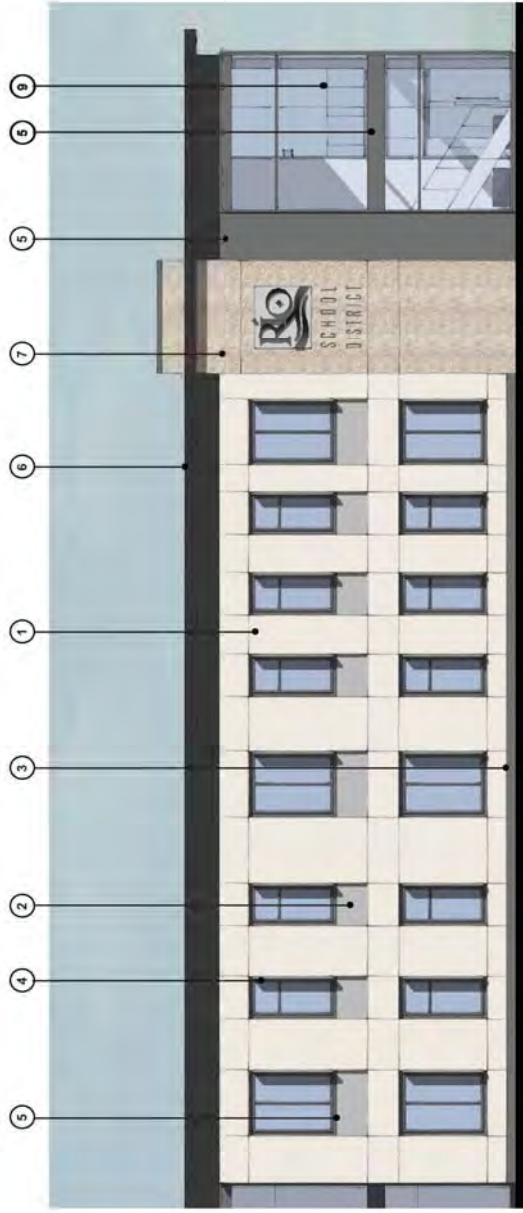
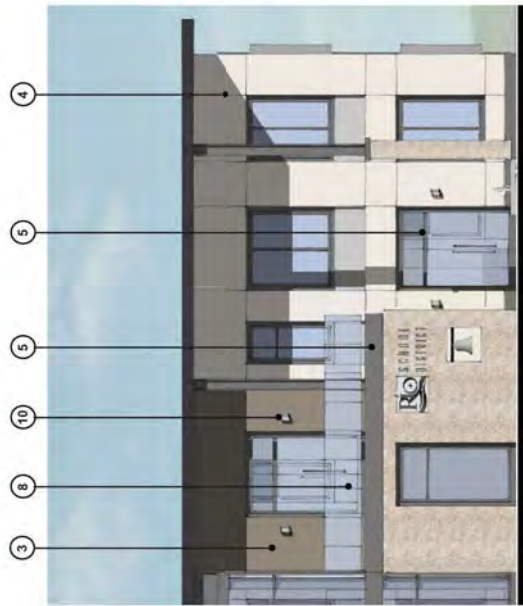
OFFICE - ELEVATIONS

A - 55

ITEM #L-2







① Body 1 Walls



Stucco
20/30 Sand Finish

SW 6105
Divine White

② Accent 1 Under Windows



SW 7066
Gray Matters

③ Accent 2 Walls



SW 7019
Gunite Gray

④ Accent 3 Sun Slabbing / Column



SW 7018
DoveTail

⑤ Trim 1 Windows / Door / Balcony Base



SW 7068
Grizzle Gray

⑥ Accent 4 Roof Cap



SW 6991
Black Magic

⑦ Body 2 Walls



Ridgetop
Whisper White

⑧ Glass Railing Balcony



Tempered Glass

⑨ Aluminum Storefront



Trim 1 - Grizzle Gray

⑩ Decorative 1



Vessel - Brushed Aluminum LED

PAINT: SHERWIN WILLIAMS

METAL DETAILS

METAL ROOFING

STONE: ELDORADO

LIGHTING: MODERN FORM



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92629-1450-531015

DAC RESPONSE SUBMITTAL
MAY 2, 2018

OFFICE BUILDING
MATERIALS SAMPLE BOARD

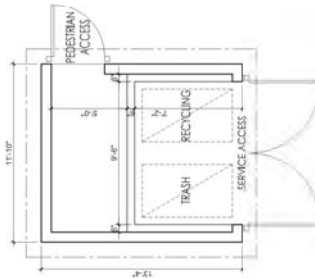
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ITEM #L-2



PERSPECTIVE

- NOTE:
- SOLID ROOF TO COVER ALL TRASH AND RECYCLING RECEPTACLES
 - FIRE SPRINKLERS TO BE PROVIDED AT UNDERSIDE OF ROOF AT TRASH AREA PER OAKLAND CODE.
 - METAL ROOF TO MATCH OFFICE ROOF TRIM
 - GALVANIZED STEEL POSTS PAINTED TRIM 1 PEDESTRIAN ACCESS GATE
 - STAINED WOOD TO MATCH OFFICE ROOF TRIM
 - STONE WALLS TO MATCH OFFICE BODY 2 WALLS / RIDGETOP WHISPER WHITE ON EXTERIOR



PROVIDED TRASH BIN SET
 REQUIRED MAIN RECYCLING BIN/FEE ENCLOSURE
 PROVIDED RECYCLING BINS

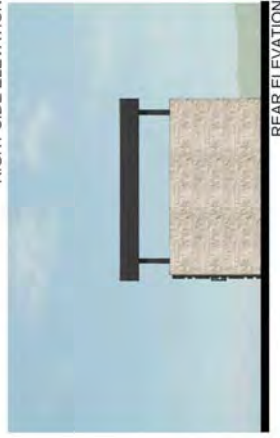
OFFICE TRASH & RECYCLING PLAN



LEFT SIDE ELEVATION



RIGHT SIDE ELEVATION



REAR ELEVATION



FRONT ELEVATION

OFFICE
 TRASH & RECYCLING

A - 58

RIO URBANA COMMUNITY

2714 East Vineyard Avenue
 Concord, California 94521
 APRN: 14529-031015 KCTSYR 2016-0557

PACIFIC WEST COMMUNITIES
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DAC RESPONSE SUBMITTAL
 MAY 2, 2018

ATTACHMENT D - City of Oxnard 2030 General Plan Consistency Analysis

Rio Urbana Development Project: 2714 Vineyard Avenue

October 3, 2019 Planning Commission

Level I: Direct Applicability to a Proposed Policy, Project or Program

Level II: Related or Indirect Applicability to the Proposed Policy, Project, or Program

Level III: No or Distance Applicability to the Proposed Policy, Project, or Program.

All policies not listed are designated as Level III are deemed consistent with the 2030 General Plan.

General Plan Chapter Abbreviations Chapter:

SC: Sustainable Community 2

CD: Community Development 3

ICS: Infrastructure and Community Services 4

ER: Environmental Resources 5

SH: Safety and Hazards 6

MC: Military Compatibility 7

HE: 2013-2021 Mid-Cycle Housing Element 8

2030 General Plan		Level I	Level II	Rationale
Policy SC-3.1	New Residential Development Encourage incorporation of passive and active energy and resources conservation design and devices in new residential development and substantial remodels and/or expansions.		X	State "Green Building Energy Code" applies to all development and either requires, or requires that new residential structures be designed to accommodate, passive energy, solar panels, and natural ventilation features. Solar panels are included in the project.
Policy SC-3.8	Require Use of Passive Energy Conservation Design As part of the City and Community EAP's, require the use of passive energy conservation by building material massing, orientation, landscape shading, materials, and other techniques as part of the design of local buildings, where feasible.		X	
Policy SC-3.9	Promote Voluntary Incentive Programs Promote voluntary participation in incentive programs to increase the use of solar photovoltaic systems in new and existing residential, commercial, institutional and public buildings, including continued participation in the Ventura County Regional Energy Alliance (VCREA).		X	
Policy SC-3.12	Encourage Natural Ventilation Review and revise applicable planning and building policies and regulations to promote use of natural ventilation in new construction and major additions or remodeling consistent with Oxnard's temperate climate.		X	

Policy CD-1.2	<i>Infill Development, Priority to Mixed Use</i> Promote the efficient use of larger vacant parcels and vacant areas of the City by encouraging infill development, with a priority to mixed uses that reduce vehicle trips and GHG emissions and promote sustainable development goals and objectives.	X	Project is an infill site between two established neighborhoods and adjacent to commercial uses.
Policy CD-1.4	<i>Transportation Choices</i> Promote the application of land use and community designs that provide residents with the opportunity for a variety of transportation choices (pedestrian, bicycle, transit, automobile).	X	Gold Coast Transit has a bus stop near the project entrance. Vineyard Avenue has shoulders wide enough for bicycles.
Policy CD-1.5	<i>Housing Variety</i> Promote the development of a variety of housing types throughout the City including apartments, condominiums, lofts, townhouses, and attached and detached single family units.	X	Project has five one-bedroom, 115 two-bedroom, and 47 three-bedroom units.
Policy CD-1.6	<i>Public Facilities</i> Enhance resident quality of life by providing adequate space for schools, libraries, parks and recreation areas, as well as space for the expansion of public facilities to support the community's vision.	X	Project site has a pedestrian connection to an adjoining shopping center. The County's Solis Library is located one block to the north. The nearest community park is four block west (Vinlands Park). Rio Vista and Rio Del Mar elementary and middle school are located three blocks north.
Policy CD-1.7	<i>Compact Development</i> Promote the use of development patterns that are more compactly built and use space in an efficient aesthetic manner as part of the community vision.	X	Project utilizes the entire parcel and places storm water retention underground.
Policy CD-3.1	<i>Neighborhood Preservation</i> Protect existing residential neighborhoods from the encroachment of incompatible activities and land uses as determined through environmental review and/or determination by the Planning Commission.	X	The project retains access to adjoining residential and commercial properties and site design creates compatible transition to adjoining residential and commercial uses.
Policy CD-2.1	<i>General Plan/Zoning Consistency</i> Amend the zoning code, zoning map, Coastal Land Use Program, and other land use regulations to make them consistency with the adopted and/or subsequently amended 2030 General Plan	X	With approval of General Plan Amendment and

				Pre-zoning, the project is consistent with both.
Policy CD-3.3	<i>Innovative Redevelopment</i> Promote innovative design flexibility and possibly different residential densities in public and public/private redevelopment within existing neighborhoods through the use of alternative performance-oriented development standards, alternative development designs, development agreements, specific plans, mixed uses, and other development and planning techniques.	X		Six of the eight residential buildings utilize central parking courts that allow buildings to have residential units fronting open space paseos.
Policy CD-8.1	<i>Limiting Development</i> Continue to limit development to those areas that can be served by existing or planned utilities, transportation, and service systems.	X		Project will be served by existing utilities with minimal impacts on City infrastructure and services.
Policy CD-8.2	<i>Services</i> Continue to ensure that public services and facilities are in place at the time of need or prior to the time new development occurs in order to avoid overloading existing urban service systems.	X		
Policy CD-8.5	<i>Impact Mitigation</i> Ensure that new development avoids or mitigates impacts on air quality, traffic congestion, noise, and environmental resources to the maximum extent feasible.	X		MND 2017-04 identified no remaining significant impacts after application of four mitigations.
Policy CD-9.1	<i>Neighborhood Identity</i> Recognize, preserve, and improve the visual identity and character of existing neighborhoods. Infill development shall respect historic structures and be of compatible scale and character with historic areas.	X		Project is visually separated from the lower-density El Rio community. There are no historic areas or resources on the project site or in the immediate vicinity.
Policy CD-9.2	<i>Revitalization and Redevelopment</i> As part of the City's redevelopment programs and planning, promote the revitalization of residential, commercial, and industrial properties that are deteriorated or detract from the visual quality of the City.	X		Project is a reuse of a surplus school site. Residents will contribute to the economic vitality of the adjacent commercial uses. A 30 ft. scenic easement and the replacement of obsolete school buildings and sparse vegetation with desirable architecture and landscaping improves the visual quality.
Policy CD-10.1	<i>Human-Scale Development</i>	X		Tree-lined walkways, paseos, play areas, and a

	In the evaluation of development proposals, require urban development on a human scale, by emphasizing the pedestrian experience over the movement and storage of vehicles.			pavilion provide quality pedestrian areas. The three parking courts and garages remove many vehicles from view. The perimeter parking is not a dominant visual feature or obstacle to most pedestrian paths.
Policy CD-10.2	<i>Neighborhood Themes</i> In the evaluation of development proposals, require neighborhood themes and principles of design, such as neotraditional town planning, which include central parks, schools, and community and commercial facilities, strong pedestrian orientation and de-emphasis of automobile related elements in new development projects.	X		Project is subject to and complies with attached dwelling unit standards. Being located near the Riverpark community, the project is competing with and designed for a high-quality for-purchase market.
Policy CD14.1	<i>Design Review Process</i> In the evaluation of development proposals, continue to ensure that public and private development projects comply with City design policies, plans, and guidelines.	X		Project was reviewed by the Development Advisory Committee that includes an architect and landscape architect on contract with the City. The applicant received public comments at a City workshop and at a meeting of the El Rio MAC.
Policy CD-14.2	<i>Development Advisory Committee (DAC) Function</i> Continue to require that a staff Development Advisory Committee review new development projects for consistency with the City's development policies and appropriateness for the proposed sites.	X		Project was reviewed by the Development Advisory Committee.
Policy CD-15.3	<i>Availability of Care Services</i> Encourage the availability of a variety of high quality social care programs (e.g., extended adult and child day care, infant and toddler care, sick care, etc.) by encouraging through development agreements, conditions of approval, and/or other techniques that local employers and developers consider and /or develop social care facilities and programs.		X	No care service agreements were proposed by the applicant.
Policy ICS-1.1	<i>Maintain Existing Service Levels</i> Maintain the high priority of providing services to residents and visitors, and prevent deterioration of existing service levels.		X	Project will be connected to and served by existing utilities with minimal

Policy ICS-1.2	Development Impacts to Existing Infrastructure Review development proposals for their impacts on infrastructure (i.e., sewer, water, fire stations, libraries, streets) and require appropriate mitigation measures to ensure that proposed developments do not create substantial adverse impacts on existing infrastructure and that the necessary infrastructure will be in place to support the development.	X		impacts on City infrastructure. The project will pay a range of impact fees to the City, County, and school districts for various public facilities.
Policy ICS-1.3	Funding for Public Facilities Continue to utilize developer fees, public facilities fees, and other methods (i.e., grant funding or assessment districts) to finance public facility design, construction, operation, and maintenance.		X	
Policy ICS-1.4	Infrastructure Conditions of Approval New development should not be approved unless: • The applicant demonstrates adequate public services and facilities are available; • Infrastructure improvements incorporate a range of feasible measures that can be implemented to reduce all public safety and/or environmental impacts associated with the construction, operation, or maintenance of any required improvement; • Infrastructure improvements are consistent with City infrastructure master plans; and • Require infrastructure expansion needed for future development to be self-funding so current residents do not subsidize infrastructure needed for future growth.	X		Project will be connected to and served by existing utilities with minimal impacts on City infrastructure.
Policy ICS-2.6	Reduction of Construction Impacts Minimize and monitor traffic and parking issues associated with construction activities, require additional traffic lanes and/or other traffic improvements for ingress and egress for new developments for traffic and safety reason, where appropriate.	X		A traffic study determined that construction traffic and project traffic will not significantly impact levels of service at study intersections.
Policy ICS-8.3	Completing Bicycle and Sidewalk Network Prioritize plans for bicycle and pedestrian facilities that provide continuity, and close gaps in the city's existing bike path and sidewalk network.		X	The project will have Gold Coast Transit bus service. The widening of Vineyard Avenue continues a shoulder that is wide enough for bicycle use.
Policy ICS-8.4	New Development Requires Bicycle Improvements Where designated, require proposed developments to include bicycle paths and / or lanes in their plan and to clearly indicate possible bicycling hazards such as speed bumps and storm drain inlet grates in parking lots.	X		The 30-foot scenic setback enhances the Vineyard Avenue public sidewalk.
Policy ICS-8.5	Public Sidewalks and Pedestrian Orientation Consider and require where appropriate and feasible the enhancement of the pedestrian environmental as part of private development and public works projects, especially for public sidewalks.	X		All ADA requirements are provided.
Policy ICS-8.6	Americans with Disability Act (ADA) Handicap Requirements Require installation of ADA compliant handicapped ramp curb-cuts and other ADA access with all new roadway construction and significant reconstruction of existing roadways, parking lots, plazas and pedestrian area, and parks.	X		

Policy ICS-9.2	<i>Development Has Adequate Parking</i> Review development proposals to encourage shared parking use and ensure adverse parking impacts are minimized or avoided.	X	Although not required because the project qualifies for a State Density Bonus (Government Code Sections 65915 – 65918), the project provides Oxnard City Code level guest parking.
Policy ICS-11.7	<i>Water Wise Landscapes</i> Promote water conservation in landscaping for public facilities and streetscapes, residential, commercial and industrial facilities and require new developments to incorporate water conserving fixtures (low water usage) and water-efficient plants into new landscaping.	X	Project landscaping meets City and State water-conservation requirements.
Policy ICS-11.10	<i>Water Supply Finding for Smaller Projects</i> Prior to approval of a discretionary proposed project not subject to a Water Supply Assessment pursuant to GC Section 66473.7, a finding shall be made ensure an adequate water supply for the proposed development.	X	Project complies with the City's water-neutral policy, pending FCGMA approval of a well allocation transfer.
Policy ICS-13.3	<i>Stormwater Detention Basins</i> Design stormwater detention basins to ensure public safety, to be either visually attractive or unobtrusive, provide temporary or permanent wildlife habitats, and recreational uses where feasible in light of safety concerns.	X	Project meets City and Watershed Protection District requirements and incorporates LID features.
Policy ICS-13.4	<i>Low Impact Development</i> Incorporate low impact development (LID) alternatives for stormwater quality control into development requirements. LID alternatives include: (1) conserving natural areas and reducing imperviousness, (2) runoff storage, (3) hydro-modification (to mimic pre-development runoff volume and flow rate), and (4) public education.	X	Standard conditions of approval require compliance with City and State refuse recycling.
Policy ICS-14.3	<i>New Development Requirements</i> Continue to require developers and operators to employ practices that reduce the quantities of waste generated and promote resource recovery during construction, demolition, and operation.	X	SCE and the Gas Company are included in the project review process. Utilities are underground except for the relocation of existing SCE 66kV lines.
Policy ICS-17.4	<i>Service Extension</i> Coordinate with gas and electricity providers for the extension of gas and electrical facilities.	X	
Policy ICS-17.5	<i>Undergrounding of Utility Lines</i> Require undergrounding of utility lines in new development, except where it is not feasible due to electrical transmission load or other operational issues.	X	

Policy ICS-19.2	Police Review of Development Projects Continue to require the Police Department review proposed development projects and provide recommendations that enhance public safety.	X	The Oxnard Police Department reviewed and conditioned the project. Capital Project fees and property taxes contribute to maintenance and development of Police Department facilities and services.
Policy ICS-19.5	Incorporating Security Design Principles Encourage crime prevention and defensible space through design principles such as those employed through the National Crime Prevention Through Environmental Design program, Neighborhood Watch Program, and/or other appropriate methods to enhance public safety.	X	
Policy ICS-19.7	New Development Require new developments to fund a fair share extension of police services to maintain service standards, including personnel and capital improvement costs.	X	
Policy ICS-20.5	Fire Services to New Development Require new developments to fund a fair share extension of fire services to maintain service standards, including personnel and capital improvements costs.	X	The Oxnard Fire Department reviewed and conditioned the project. Capital Project fees and property taxes contribute to maintenance and development of Police Department facilities and services.
Policy ICS-20.7	Adherence to City Standards Ensure that water main size, water flow, fire hydrant spacing, and other fire facilities meet City standards.	X	
Policy ICS-20.8	Development Review Review new development applications to assess potential impacts to existing fire protection services and the need for additional and expanded services.	X	
Policy ICS-20.10	Adequate Emergency Access and Routes Require that new development provide adequate access for emergency vehicles, particularly firefighting equipment, and evacuation routes, as appropriate.	X	
Policy ER-6.1	Incorporate Views in New Development Preserve important public views and viewsheds by ensuring that the scale, bulk and setback of new development does not significantly impede or disrupt them and ensure that important vistas and view corridors are enhanced. Require development to provide physical breaks to allow views into these vistas and view corridors.	X	The 30 ft. setback along Vineyard Avenue complies with the designation of Vineyard Avenue as a scenic highway.
Policy ER-6.6	New Development Private Open Space Ensure that new development incorporates open space areas that provide community and neighborhood identity, private quality exterior private open space for each housing unit, and minimize conflicting land uses and noise generators.	X	Project incorporates paseos, four play areas, a small dog run, and a pavilion that are located away from Vineyard Avenue traffic noise, except for one play area.
Policy ER-10.1	Promote use of Native and Water Wise Plants Promote the development of a native, drought-tolerant landscape character throughout the City that re-enforces a unified and cohesive landscape character and discourage plants that are invasive or problematic in other ways as determined by the City's landscape architect.	X	Project complies with City landscape standards that incorporate state requirements to be drought tolerant.

Policy ER-11.3	Development Applicants to Conduct Research Continue to require project applicants to have a qualified archaeologist conduct a record search at the South Central Coast Information Center located at California State University Fullerton and other appropriate historical repositories, conduct field surveys where appropriate, and prepare technical reports, where appropriate, meeting California Office of Historic Preservation Standards (Archaeological Resource Management Reports) prior to project approval.	X			MND 2017-04 reviewed the project and did not identify any remaining significant environmental impacts with the application of four mitigations and uniformly-applied development standards and regulations intended to minimize or avoid significant impacts.
Policy ER-11.7	Native American Remains Continue to comply with State laws relating to the disposition of Native American burials consistent with the CEQA Guidelines (Section 15064.5) if human remains of possible Native American origin are discovered during project construction.		X		
Policy ER-14.4	Emission Control Devices Require all construction equipment to be maintained and tuned to meet appropriate EPA, CARB, and VCAPCD emissions requirements and when new emission control devices or operational modifications are found to be effective, such devices or operational modifications are required on construction equipment.	X			
Policy ER-14.6	Minimizing Dust and Air Emissions through Permitting Requirements Continue to require mitigation measures as a condition of obtaining building or use permits to minimize dust and air emissions impacts from construction.	X			
Policy ER-14.7	Mitigation Monitoring Ensure that projects with identified air quality impacts in their respective EIRs are subject to effective mitigation monitoring as required by AB 3180.	X			
Policy SH-1.1	Minimize Liquefaction Risk Ensure that structures for human occupancy are only constructed or placed on a potential liquefaction site if the approved geological report shows that an acceptable hazard risk would be created and/or required mitigation measures are met.	X			
Policy SH-1.3	Building Code Standards Require that all new buildings and alterations to existing buildings be built according to the seismic requirements adopted within the most current City of Oxnard Building Code, or its adopted equivalent.	X			MND 2017-04 reviewed the project and did not identify any remaining significant environmental impacts with the application of four mitigations and uniformly-applied development standards and regulations intended to minimize or avoid significant impacts.
Policy SH-1.4	Soil, Geologic, and Structural Evaluation Reports Require that adequate soils, and geologic and structural evaluation reports be prepared by registered soils engineers, engineering geologists, and/or structural engineers, as appropriate, for applicable development.	X			
Policy SH-1.5	Required Geologic Reports Continue to require the submission of a geological report for proposed development located in a potential liquefaction area.	X			
Policy SH-1.7	Soil Investigations Continue to require a complete site-specific soils investigation that addresses liquefaction and compressible soil characteristics and identifies construction techniques or other mitigation measures to prevent significant impacts upon the proposed development.	X			

Policy SH-5.3	Sound Attenuation Measures Promote, where feasible, alternative sound attenuation measures such as berms, heavy landscaping, resurfacing of noise walls to promote noise absorption as well as deflection, berms and landscaping, or location of buildings away from the roadway or other noise sources.	X		
Policy SH-6.2	Limiting Construction Activities Continue to limit construction activities to the hours of 7 am to 7pm, Monday through Saturday. No construction shall occur after hours, on Sundays, or national holidays without permission from the City.	X		
Policy SH-6.4	New Development Noise Compatibility Require that proposed development projects not generate more noise than that classified as “satisfactory” based on CEQA Thresholds of significance on nearby property.	X		
Policy SH-6.13	Noise Acceptable for Open Windows and Patios Continue to require noise analysis of proposed development projects as part of the environmental review process and require mitigation measures to reduce noise impacts to acceptable levels within outside activity areas and within residential structures without relying on mechanical ventilation, if feasible.	X		
Policy MC-4.4	Affordable Housing Promote the availability and development of off-base affordable housing to meet the needs of the military personnel and their families.	X		A condition of approval requires noticing Naval Base Ventura County Housing Service Center of the project and its anticipated sales prices.
Housing Element Policy G-2.3	Adequate Infrastructure Ensure that residential development sites have appropriate and adequate public and private services and facilities, including wastewater collection and treatment, potable and recycled water supply, utilities, parks, schools, and other neighborhood infrastructure.	X		See responses to previous policies ICS-1.1 to ICS 1.4.
Housing Element Policy G-2.8	Local Preference for Affordable Units Require, when possible, by development agreement or condition of approval, local resident/worker preference for projects which include affordable housing units, density bonus units, and/or units utilizing Federal, State, or local funding.	X		A condition of approval requires an early advertisement to local residents in compliance with fair housing law.
Housing Element Policy G-5.6	Adjusting Project Development Fees Continue to consider alternative sources for and/or deferment of development impact and project reviews fees to enhance the financial feasibility of affordable projects, including the use of Affordable Housing Agreements.	X		The applicants paid all applicable fees under regular procedures.

ITEM #1-2
Attachment E

Rio Urbana Zoning Compliance Tables

PARCEL 1: OFFICE BUILDING

DEVELOPMENT STANDARDS FOR OFFICE (PARCEL 1): C-2-PD “GENERAL COMMERCIAL PLANNED DEVELOPMENT” ZONE			
DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	COMPLIES?
Max. building height (16-137 & 16-303)	2 stories at 35 ft. Additional stories may be permitted as part of a SUP.	2 stories, 31 ft 34 ft elevator structure allowed by 16-303(D)	Yes
Front yard setback (16-139)	10 ft from ultimate property line; 30 ft (total) from ultimate property line when abutting designated scenic corridors, per General Plan Policy CD-9.4. Vineyard Avenue is identified as a Scenic Highway (Background Report, Section 5.3.2).	23 ft landscaping + 7 ft sidewalk = 30 ft from Vineyard Avenue after widening (ultimate property line)	Yes
Side yard setback (16-140)	Zero when abuts another C-2 zoned lot.	North: 90 ft setback South: 70 ft setback	Yes
Rear yard setback (16-141)	15 feet for buildings over 16 feet in height	East: 69 ft setback	Yes
Floor Area Ratio (FAR) (General Plan, Commercial General)	Not to exceed 0.35:1	15,000 sf. on 48,995 sf parcel = 0.31:1	Yes
Off-street parking: Required (16-622) Rounding (16-620) Motorcycle (16-624) Bicycle (16-623, 16-637 & Bicycle and Pedestrian Facilities Master Plan, Appendix pg. A-38) Loading (16-644) Parking Aisle (16-639, Figure 5) [ADA requirements per State Title 24 Accessibility Code]	Office: 1 space per 250 gsf. 15,000 gsf = 60.	60 standard spaces (no compact spaces)	Yes
	Motorcycle Space: 1 MC space per 40 vehicle spaces = 1 MC spaces	1 motorcycle space	Yes
	Bicycle (per Bicycle & Ped. Master Plan, Appx pg. A-38), Short term: 8 spaces per 10,000 sf = 8 spaces, Long term: 2 lockers per 10,000 sf = 2 lockers.	Bicycle bar near entrance. Number of bicycle spaces not shown. Bicycle lockers not indicated.	Yes, with condition of approval.
	Loading space for 0 – 15,000 sf comm. = 1 space, (12 ft x 40 ft). 16-644(B)(1), “Loading zone requirements may be modified by the planning commission... based on the nature of the use... design characteristics of the project.” Aisle Width for 90° parking = 25 ft	One 12x40’ loading space on south of office building 25 ft aisle widths	Yes
Parking space sizes & design: Standard (16-636 & 16-638)	Full Size: 9 ft W x 19 ft L may overhang 2 ft over landscape if planter min. 5 [16-616(C)] Compact: 8 ft W x 16 ft L; Max 25%	Standard Parking = 9 ft x 17 ft +2 ft overhang over 5 ft wide landscaping	Yes

Rio Urbana Zoning Compliance Tables

Motorcycle (16-638) Loading (16-644)	of spaces w/admin relief Motorcycle: 4 ft W x 7 ft L Loading: 12 ft W x 40 ft L (unless alternative approval).	Motorcycle = 4.5 ft x 7 ft Loading space 12 ft x 40 ft	Yes Yes
Parking Landscaping (16-641): - Along streets/alleys - Along interior PLs (for lots with 20+ spaces) - Parking/vehicle area (16-641) - Landscape fingers (16-641) - Trees (for lots with 20+) - If located adjacent to residential see 16-641 (E)	- Min. 10 ft wide landscape strip along city street. - Min. 5 ft wide side yard - Min. 5 ft planter abutting residential - Minimum 5% of area, exclusive of any other required landscaped area abutting a street or alley. - Landscape island/finger- every 10 spaces with 2 trees, 9 ft W x 20 ft L. - Min. 1 tree for each 40' property line. 239 ft frontage = 6 trees 3 ft max height at 30 ft x 30 ft triangle at an intersection - Must be irrigated with automatic irrigation system. - Planted areas bounded by 6 inch concrete curb.	23 ft wide landscape strip fronting Vineyard Ave. 5 ft wide planters on south side property line, 9 ft wide planters fronting fire lane on north side, 7 ft planter abutting east side property line 21% parking area landscaped 9 ft x 19 ft Landscape finger every 3 to 10 spaces. 7 trees in 239 ft frontage 30 ft x 30 ft triangles have clear visibility. - Irrigation plan not provided 6 inch concrete curbs not fully indicated	Yes Yes Yes Yes Yes Yes Yes, w/conditions Yes, w/conditions
Trash enclosures (16-322)	To be screened to City standards.	Trash enclosure on SE corner of office parcel, and Appx. 9 ft x 12 ft trash & recycling room shown on south side of office floor plan. Plans marked that staff will bring trash and recycling to exterior trash enclosure for refuse vehicle pick-up.	Yes
Rooftop equipment	May not protrude above height of parapet.	Rooftop HVAC units and future solar panels located behind and below parapet. (Sheet A-56).	Yes
Walls/Fences & (16-310)	<u>Front:</u> No Fence or wall permitted in front setback. No chain link in front yard. <u>Side & Rear:</u> 8 ft maximum height.	6 ft fence & walls surround office parking, not within front setback. locations & designs shown Sheet L-1	Yes
Lighting (16-320)	- Max 7 footcandles - A light source shall not shine upon any surface other than the area required to be lighted.	Partial Lighting Plan provided (Sheet L-03) for parking lots, walkways, drive aisles, open spaces:	Yes, w/condition for photometric review

ITEM #1-2
Attachment E

Rio Urbana Zoning Compliance Tables

	Parking lot fixtures shall be mounted on reinforced concrete pedestals or otherwise protected.	12 ft pole height 30 inch high bollards	
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PARCEL 2: 167 CONDOMINIUM UNIT PROJECT

DEVELOPMENT STANDARDS FOR RESIDENTIAL USE (PARCEL 2): APPLY R-3-PD "GARDEN APARTMENT PLANNED DEVELOPMENT" STANDARDS			
DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	COMPLIES?
Max. building height (16-137)	2 stories at 35 ft. Additional stories may be permitted as part of an SUP. (up to 6 stories allowed by General Plan, Section 3.5, Chapter 3)	Building Types A, B, and C are 3 stories & 36 ft, with gradual slope to max. 38 ft. above curb. Recreation Pavilion: 1 story	Yes, with PD
Density (16-59) State Density Bonus (Ordinances Nos. 2721 and 2615)	1 unit /2,400 lot area = 165 units 10% (17) of come in a Common Interest Development allows for up to 20% State density bonus upon request.	167 units on 9.12 acres = 18.31 du/ac (1.7 % over allowed density)	Yes, w/Density Bonus Permit of 2%
Front yard setback 16-142, 16-60	20 ft from property line; 30 ft when abutting designated scenic corridors, per General Plan Policy CD-9.4. Vineyard Avenue is identified as a Scenic Highway (Background Report, Section 5.3.2).	30 ft from Vineyard Avenue measured from ultimate property line	Yes
Side yard setback 16-142, 16-61	7.5 ft for 3 story bldg. Street Side: 1/2 of required front yard = 15 ft	north side = 58 ft south side = 51 ft	Yes
Rear yard setback 16-142, 16-62	25 ft	east side = 62 ft	Yes
Interior yard space 16-142, 16-63	30% of lot area, with min. dimension of 15 ft x 15 ft. May not include vehicle parking or circulation areas. 397,230 sf Parcel 2 x 30% = 119,169 sf (Open Area requirements under Attached Dwelling Unit Standards are below)	Interior yard space of 94,030 sf = 24% (additional yard in areas less than 15 ft X 15 ft = 11,000 sf for a total of 105,030 sf = 26.4%)	Yes, apply State-required Density Bonus concession.

Rio Urbana Zoning Compliance Tables

Off-street parking: Residents (16-622) Visitor (16-622) State Density Bonus parking [Gov Code §65915(p)(1)] Motorcycle (16-264) Bicycle (16-623, 16-637 & Bicycle and Pedestrian Facilities Master Plan, Appendix pg. A-38)	<u>Code-required parking</u> 5 1-bdrm = 5 garage spaces 115 x 2-bdrm = 230 garage 47 x 3-bdrm = 94 garage spaces = 329 total garage spaces Visitor = 30 + 137*0.5 = 99 visitor Total = 329 + 99 = 428 spaces <u>Density Bonus [Gov Code §65915(p)(1)]</u> 5 x 1-bdrm = 5 spaces 162 x 2-3bdrm = 324 spaces = 329 total spaces required No covered parking required No motorcycle spaces required Bicycle (per Bicycle & Ped. Master Plan, Appx pg. A-38), 0.05 spaces/bedroom, min. 2 spaces. 413 bedrooms x 0.05 = 20.65 = 21 bicycle spaces	Project includes: 169 resident garage spaces 163 surface resident spaces 332 resident spaces 93 visitor surface spaces 6 motorcycle spaces (counted as guest spaces) 99 visitor spaces total No tandem spaces proposed. No compact spaces proposed Bicycle racks indicated on Sheets L-07, but no number of bicycle spaces indicated.	Yes, meets State Density Bonus parking requirements. Yes, with condition to indicate required bicycle parking.
Parking space sizes & design: Standard (16-636 & 16-638)	Full Size: 9 ft W x 19 ft L May overhang walkway provided 48 inch walkway unobstructed, may overhang 2 ft over landscape if planter min. 5 ft [16-616(C)] Compact: 8 ft W x 16 ft L; Max 25% of spaces w/admin relief Motorcycle: 4.5 ft W x 7 ft L	Standard Parking = 9 ft x 17 ft + 2 ft overhang over 7 ft walkway, or over 5 ft landscape planter along east property line. Motorcycle = 4.5 ft x 7 ft	Yes Yes
Parking area Landscape Req. (16-641): - Along streets/alleys - Along interior PLs (for lots with 20 or more spaces) - Parking/vehicle area (16-641) - Landscape fingers (16-641) - Trees (for lots with 20+)	- Min. 10 ft wide landscape strip along street. - Min. 5 ft wide side yard - Minimum 5% of area, exclusive of any other required landscaped area abutting a street or alley. - Landscape island/finger- every 10 spaces with 2 trees, 9 ft W x 20 ft L. - Min. 1 tree for each 40 ft frontage = 8 trees	23 ft wide landscape strip fronting Vineyard 7.5 ft wide planters fronting alley on South side and 7.5 ft wide planters on North side. 5% parking area landscaped 9 ft x 19 ft Landscape finger every 3 to 10 spaces. 10 trees in 320 ft frontage	Yes Yes Yes Yes Yes

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Attachment E

Rio Urbana Zoning Compliance Tables

	• Must be irrigated with automatic irrigation system. • Planted areas bounded by 6 inch concrete curb. • 3 ft max ht. at 30 ft x30 ft triangle intersection	• Not submitted • Not indicated • north and south drive aisle access to Vineyard Avenue functions as intersections. Trees located in 30 ft x30 ft triangle but clearance for visibility.	Yes, with conditions Yes, w/conditions Yes, w/conditions
Trash enclosures & transformers (16-322)	To be screened from street by 6 ft fence, constructed to adopted City Standards. Trash enclosure must have a solid roof and include a fire sprinkler. See trash enclosure City Standard.	Four trash enclosures shown for each two residential buildings. Trash enclosure design includes roof and man door.	Yes
Rooftop equipment	May not protrude above height of parapet.	Roofing plans and elevations identify rooftop equipment screened in roof well. Solar panels indicated.	Yes
Walls/Fences & Zone Wall (16-310)	<u>Front</u>: No fence or wall permitted in front setback. No chain link in front yard. <u>Side & Rear</u>: 8 ft maximum	6 ft fence & walls surrounding development, not within front setback. 6 ft iron fence on north property line; 6 ft wall along south and east property lines; Pedestrian access gate to Vallarta market south of pavilion recreation area.	Yes
Lighting (16-320)	Comply with Section 16-320 of the City Code. • Max 7 footcandles • A light source shall not shine upon any surface other than the area required to be lighted. • Parking lot fixtures shall be mounted on reinforced concrete pedestals or otherwise protected.	Partial Lighting Plan provided (Sheet L-03) for parking lots, walkways, drive aisles, open spaces: 12 ft pole height 30 inch high bollards	Yes, w/condition for photometric review

ITEM #1-2
Attachment E

Rio Urbana Zoning Compliance Tables

ATTACHED DWELLING UNIT DEVELOPMENT STANDARDS (PARCEL 2) Applies to developments of 6 or more units. Sections 16-360 through 16-363			
DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	COMPLIES?
Min. Dwelling Size 16-362(A)	One bedroom: 450 sf Two+ bedroom: 800 sf	One bedroom unit: 841sf Two+ bedroom units: 902-1,659 sf	Yes
Building Separation 16-362 (B)	Half the height of taller structure unless otherwise allowed.	Minimum between two buildings is 35 ft.	Yes
Recreation Facilities (12 units or more) 16-362 (C)	Include at least one of the following: Swimming pool, spa, tennis, basketball, or volleyball courts, BBQ/picnic area, recreation building, exercise course, children's play equipment, or other's as approved by Planning Commission	Site includes 822 square foot recreation building/loggia, tot lot (children's natural form play area, Sheet L-07), BBQ areas & outdoor fireplace (Sheets L-06 & L-07)	Yes
Open Area (12 units or more) 16-362 (D)	One lawn of not less than 2,500 sq.ft. with minimum dimension of not less than 35 ft	Open lawn area with 3,062 sf and minimum 35 ft between Buildings 3 & 4. (Northeast Courtyard)	Yes
Distance to garage from DU 16-362 (E) Location of Parking Spaces 16-645	75' Maximum Distance from garage to unit. 50' from Condominium to resident parking. 100' from Condominium to visitor parking Distance may be increased by 25% with PD additive zone (16-271) and with admin relief through 16-651.	All units meet the distance rule for access to an assigned garage. 97% of units have an assigned surface parking space within 50 feet of the unit. Five units will be assigned a space within 85 feet of the unit. Visitor distance rule does not apply as visitor spaces are not required.	Yes, with Admin. Relief
Balconies & Patios 16-362 (F)	All 2 nd story dwelling units shall have at least one patio or balcony having a minimum dimension of 10'	10 ft 2 in x 10 ft 2 in (103 sf), to 10 ft 4 in x 10 ft 4 in (117 sf)	Yes
Balcony Enclosure 16-362 (G)	All balconies and patios shall have railings or walls which provide at least 50% enclosure	All balconies and patios enclosed.	Yes
Storage Areas 16-362(H)	Each unit shall have a storage area of at least 225 cubic feet. This area cannot intrude into the minimum garage dimensions Size may be reduced 25% with PD	210 sf. storage area provided in garages; allowable with PD 25% reductions. 169 garages for 167 units, so storage area for each	Yes, with condition that each unit have an assigned garage

Attachment F

ESTIMATED DEVELOPMENT FEES

This exhibit provides a summary of development impact fees that will be applicable to the project. Fees will be assessed based upon the rates in effect at the time the fees are due and payable.

DEVELOPMENT FEES

CITY OF OXNARD
BUILDING AND ENGINEERING
DEVELOPMENT SERVICES DEPARTMENT

Effective September 24, 2018

FEE CHARGES
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SECTION 2 – DEVELOPMENT IMPACT FEES

I. SEWER CONNECTION FEE (Ordinance No. 2709)

The treatment facility infrastructure fee shall be paid based upon the level of wastewater treatment required as represented by the three treatment elements: flow, biochemical oxygen demand (BOD), and suspended solids (SS). All fees shall be based upon a meter equivalency factor which provides an index to identify the service requirements. A meter equivalency factor of one (1) shall represent the volume of wastewater which would be generated by a single-family residence. Meters which are larger shall have a corresponding equivalency factor to illustrate the volume of wastewater generated as such equivalency factor compares to a single-family dwelling. The following table defines meter equivalency factors for various sized meters:

Meter Size	Meter Equivalency Factor
5/8", 3/4"	1
1"	2
1½"	3
2"	5
3"	11
4"	17
6"	33
8"	53
10"	113
12"	180

A. The Treatment Facility Related Infrastructure Fee

Shall be paid based on the sum of the flow, BOD and SS charges, based upon the following schedule:

1. Flow Charges (Utilizing Equivalency Factors for Water Meter Size)

Volume	Rate
All Users Meter Equivalency Factor	x \$1,627

2. BOD Charges (Utilizing Equivalency Factors for Strength and Meter Size)

	Strength	Rate
Single-family residential	1 x Meter Equivalency Factor	x \$1,235
Non-formula commercial/industrial class users:		
Other	1 x Meter Equivalency Factor	x \$1,235
Commercial Laundry	1.6 x Meter Equivalency Factor	x \$1,235
Restaurants/Food Preparation	2 x Meter Equivalency Factor	x \$1,235
All formula users (Commercial/Industrial)	2 x Meter Equivalency Factor	x \$1,235

3. SS Charges (Utilizing Equivalency Factors for Strength and Meter Size)

	Strength	Rate
Single-family residential	1 x Meter Equivalency Factor	x \$936
Non-formula commercial/industrial class users:		
Other	1.3 x Meter Equivalency Factor	x \$936
Commercial Laundry	1 x Meter Equivalency Factor	x \$936
Restaurants/Food Preparation	3.2 x Meter Equivalency Factor	x \$936
All formula users (Commercial/Industrial)	3.4 x Meter Equivalency Factor	x \$936

B. The Conveyance System Connection Fee

For all connections to the wastewater conveyance system, the fee shall be determined by the size of the water needed to serve the facility, based on a charge of \$1,458 per water meter equivalency factor as indicated in the following schedule:

Water Meter Size	Equivalency Factor
5/8", 3/4"	1
1"	2
1 1/2"	3
2"	5
3"	11
4"	17
6"	33
8"	53
10"	113
12"	180

NOTE: When Developers of new subdivisions or other developments are conditioned by the City to build or install Master Planned Wastewater Conveyance System improvements, the City will provide them full credits towards the Conveyance System Connection Fee. Any excess funds due the Developer will be reimbursed per City of Oxnard Resolution No. 10,272.

Total Sewer Connection Fee (A + B) Based on 3/4" Water Service. For Larger Services, Multiply by Equivalency Factor:

Use		Treatment Fee	Conveyance Fee	Total Fee
Single-family Residence	=	\$3,798.00	\$1,458.00	\$5,256.00
Apartment	=	\$2,762.18	\$1,060.36	\$3,822.55
Mobile Home	=	\$2,186.73	\$839.45	\$3,026.18
Non-formula Commercial/Industrial	=	\$4,078.80	\$1,458.00	\$5,536.80
Commercial Laundry	=	\$4,539.00	\$1,458.00	\$5,997.00
Restaurants/Food Preparation	=	\$7,092.20	\$1,458.00	\$8,550.20
Formula Industrial User	=	\$7,279.40	\$1,458.00	\$8,737.40
<u>FOR ALL CONNECTIONS:</u>				

1. Oxnard Territory served by Port Hueneme effective 1-17-84.

Residential - \$3,000/D.U.

For Industrial or commercial property, the fee is \$3,500/Acre.

2. Fees for mobile home and apartment developments which can be served by a single meter shall be according to the following formula:

Mobile Homes - $1.9/3.3$ x number of mobile home spaces x basic residential $3/4$ " sewer connection fees (A + B). The regular sewer connection fee applicable to any meter(s) serving common facilities will also be charged (i.e., laundry room, clubhouse, etc.). For calculations the City will use 0.57575758 for the fraction $1.9/3.3$.

Apartments - $2.4/3.3$ x number of apartment units x basic residential $3/4$ " sewer connection fees (A + B). The regular sewer connection fee applicable to any meter(s) serving common facilities will also be charged (i.e., laundry room, clubhouse, etc.). For calculations the City will use 0.72727273 for the fraction $2.4/3.3$.

3. Meter Size Increase

Should an owner or user request any increase in the size of a water meter after the initial connection, an additional sewer and water connection charge shall be made in an amount equal to the difference between the current fee for the existing meter size and the current fee for the requested meter size. The fee shall be paid in advance of the installation of any new meter.

C. Connection Fees Credits (Ordinance No. 2494)

1. If a demolished structure is subsequently replaced, no additional sewer permit or sewer service connection fee is required if the building permit for the replacement structure is issued within five years of the date of destruction of the previous structure.
2. If the building permit is issued more than five years but less than ten years from the date of demolition, the service connection fee shall be reduced by 50%. If the building permit is requested for any replacement after ten years from the date of demolition, the full permit or service connection fee shall be required.

II. WATER SYSTEM CONNECTION FEE (Ordinance No. 2624)

A. New, Expanded or Additional Service Connections

All projects requiring new, expanded or additional service connections to the City of Oxnard's water system shall pay to the City the appropriate Capital Facility Charge and Water Resource Development Fee, as provided herein.

B. Calculation of Charge and Fee

The Capital Facility Charge and Water Resource Development Fee shall be paid based on the diameter of the meter installation, which is directly related to the volume of water required for the new, expanded or additional service connection. The fee shall be calculated based on a meter equivalency factor, which provides a standardized index to identify the volumetric service requirements. For expanded service, the payment shall equal the Capital Facility Charge and the Water Resource Development Fee for the expanded service connection, less the original planned water facilities fee paid for the existing connection.

C. Connections

For any new expanded or additional connection to the City water system, except fire line service, the following Capital Facility Charge and Water Resource Development Fee shall be paid in advance of the meter installation. New, expanded or additional connections for fire line service shall not be required to pay either the Capital Facility Charge or the Water Resource Development Fee.

Meter Size (inches)	Equivalency Factor	Capital Facility Charge (dollars)	Water Resource Development Fee (dollars)
¾"	1	\$341	\$2,792
1"	2	\$682	\$5,583
1½"	3	\$1,023	\$8,375
2"	5	\$1,706	\$13,958
3"	11	\$3,752	\$30,708
4"	17	\$5,799	\$47,458
6"	33	\$11,257	\$92,125
8"	53	\$18,080	\$147,958
10"	113	\$38,548	\$315,457
12"	180	\$61,404	\$502,498
Over 12"	TBD by Water Superintendent	TBD by Water Superintendent	TBD by Water Superintendent

D. Meter Size Increase

Should an existing customer request an increase in the size of a water meter that does not necessitate increasing the diameter of the existing service connection, a Capital Facility Charge and a Water Resource Development Fee shall be paid. The payment shall equal the Capital Facility Charge and the Water Resource Development Fee for the new, larger meter, less the original planned water facilities fee paid at the time of the connection of the existing meter. (Per Development Services Manager's Memo dated May 15, 2003, the following interpretation is used in the calculation of this fee "When a user requests an increase in the size of a water meter, an additional connection charge will be required in an amount equal to the difference between the current fee for the existing meter size and the current fee for the requested meter.) This charge and fee shall be paid before the installation of the new, larger meter.

E. Water Service Connections

Each premises shall have a connection. No water service connection shall serve more than one premises. For purposes of water connections, "premises" means any:

1. Detached single-family residence.
2. Apartment building (any building with two (2) or more leased dwelling units held under single ownership).
3. Residential condominium unit or residential stock cooperative unit.
4. Mobile home park, unless the spaces in that mobile home park are individually owned, in which case each space shall be a separate connection.
5. Office, commercial or industrial building, except office, commercial or industrial buildings with separately owned individual condominium or stock cooperative units, in which case each unit shall be a separate premises.
6. Irrigation system.
7. Unimproved lot or parcel.

The Public Works Director may waive certain above requirements per Section 22 - 21 of the City Municipal Code.

F. Connection Fees for Replacement Structures (Ordinance No. 2030)

1. If a demolished residential, commercial or industrial structure is subsequently replaced, no additional service connection fee is required if the building permit for the replacement structure is issued within five years of the date of demolition of the previous structure.
2. If the building permit is issued more than five years but less than ten years from the date of demolition, the service connection fee shall be reduced by 50%.
3. If the building permit is requested for any replacement structure after ten years from the date of demolition, the full service connection fee shall be required.

III. WATER SERVICE AND METER CHARGE (Ordinance No. 2859)

- A. In addition to the cost of administration and materials the rates for installing each new service and each new meter, which amount shall be paid in advance, shall be as follows:

Service and Meter Size	Costs January/1/13
¾"	\$1,500.00
1"	\$1,700.00
1½"	\$2,200.00
2"	\$2,500.00

- B. The rates for installing each new meter on a service, previously installed and paid for, shall be as follows in addition to the cost of materials:

Service and Meter Size	Costs
¾"	\$450.00
1"	\$525.00
1½"	\$925.00
2"	\$1,100.00

- C. Request for relocation or abandonment of meters or service will be cost estimated in accordance with the following schedule:

1. Relocate box laterally (not in paved area):

¾"	= \$440.00 + Abandonment Cost	\$560.00
1"	= \$615.00 + Abandonment Cost	\$735.00
1½"	= \$835.00 + Abandonment Cost	\$985.00
2"	= \$1,190.00 + Abandonment Cost	\$1,370.00
2. Relocate box from yard to sidewalk \$240.00
3. Relocate box from driveway to sidewalk \$300.00
4. Abandonment of services:

¾"	\$120.00
1"	\$120.00
1½"	\$150.00
2"	\$180.00

5. Relocation or abandonment of services will be done by Water Distribution personnel unless it is determined by the Water Manager that a contractor will be used and follow the proper Public Works procedures. A Public Works permit and inspection fee is required.
6. Credit for existing meter removed and replaced with a larger service and meter in the same location (Code Section 33-29):

Meter Size	Credit
¾"	\$235.00
1"	\$290.00
1½"	\$505.00
2"	\$715.00

IV. STORM DRAIN FEE (Resolution No. 10,274)

Low-density residential (single-family detached) and public land is \$10,645.00 per acre of gross area.

All other land uses, including medium and high density residential (over 6 dwelling units per acre of gross area), commercial and industrial is \$14,637.00 per acre of gross area.

"Gross Area" is defined as the area of the lots being developed, plus the area of on-site streets and alleys, plus the area up to the centerline of bordering streets and alleys.

EXEMPTIONS: The following areas are exempted from the Storm Drain Fee: Pacific Commerce Center (a.k.a., Northeast Industrial Assessment District, Rose/Santa Clara Specific Plan Area (a.k.a., Auto Center), Oxnard Town Center, and Hueneme Road Assessment District No. 83-1 (Tracts 3406, 3504, and 3544).

NOTE: When Developers of new subdivisions or other developments are conditioned by the City to build or install Master Planned Storm Drain System improvements, the City will provide them full credits towards the Storm Drain Fee. Excess funds due the Developer will be reimbursed per City of Oxnard Resolution No. 10,272.

Implementation of the Storm Drain Fee for Infill Development

The development which adds or replaces buildings will pay a proportion of the current fee on the entire lot gross area including the area up to the center line of the street and the alley. The proportion will be equal to the total impervious area after the new development, less the total impervious area before the new development, divided by the total impervious area after the new development. The formula is as follows:

$$\text{Proportion} = \frac{\text{Total After} - \text{Total Before}}{\text{Total After}}$$

V. TRAFFIC IMPACT FEE (Resolution No. 10,673, No. 13,328, No. 13,600 & No. 13,890)

Traffic Impact Contribution Application and Calculation

The *Development Services Department* shall apply and calculate the Traffic Impact contribution required pursuant to Resolution in the following manner:

The contribution shall be assessed of new development and redevelopment in the City which will generate additional average daily vehicular trips above that which can be reasonably associated with the current use of the property. In making this determination, the Department shall only consider changes in the land use designation of the property and/or additions to gross floor area.

The total current contribution required for additional average daily trips generated is \$730.00 per trip. In calculating the contribution required of any development, the Public Works director shall utilize professionally accepted trip generation data. The following guidelines have been prepared based upon statistical data collected and analyzed by the California Department of Transportation. This information has formed the basis of the trip generation estimates utilized in establishing the base contribution required under Ordinance 2163, and will govern unless the *Building and Engineer Manager* determines that the contribution required pursuant to the guidelines is not proportional to the traffic impact associated with any particular project as intended by Ordinance 2163.

NOTE: Ordinance No. 2284 provides that for all development projects, except residential, fast-food restaurants or neighborhood commercial, 50% of the amount by which planned traffic circulation facilities fees exceed credits for the provision of planned traffic circulation facilities must be paid prior to issuance of a building permit for a development project. The remaining amount must be paid prior to the sale or transfer of all or any part of the project or issuance of any temporary or permanent Certificate of Occupancy for all or any part of the project, whichever occurs first.

Land Use/Sub-Category	Units of Measure	Fees (\$) per Unit
Residential		
Single Family Detached	Dwelling Unit	\$8,030.00
Condominium/Townhouse Attached	Dwelling Unit	\$6,278.00
Apartments	Dwelling Unit	\$4,745.00
Mobile Home	Dwelling Unit	\$3,650.00
Senior Housing	Dwelling Unit	\$2,920.00
Commercial Industrial		
General Commercial – Services (including Daycare,) Office (includes Medical/Dental), Retail	Thousand Square Feet	\$7,899.00
Light Industrial	Thousand Square Feet	\$5,088.00
Automated Car Wash	Per Site	\$177,390.00
Self Service Carwash	Per Stall	\$21,462.00
Gas Station – with or without Convenience Market and/or Car Wash	Fueling Position	\$21,958.00
Hotel/Motel	Room	\$3,796.00
New Car Sales	Thousand Square Feet	\$5,030.00
Church	Thousand Square Feet	\$3,803.00
Warehouse	Thousand Square Feet	\$3,621.00

Food Service		
Restaurant - Sit Down or Take Out	Thousand Square Feet	\$13,789.00
Fast Food w/drive thru	Thousand Square Feet	\$76,059.00
Schools		
Elementary	Student	\$942.00
Middle School	Student	\$1,183.00
High School	Student	\$1,248.00
Traffic Study Case By Case	ADT	\$730.00
Central Business District Zone Factor – General Commercial or Services, Restaurant, and Office in the CBD zone -- - multiply by 0.56		

Outdoor dining without protection from the elements shall be calculated at 50%.

A. Special Projects

Traffic generation rates for developments and redevelopments not adequately represented above shall be determined according to the most similar and current designation for which the Institute of Transportation Engineers provides trip generation statistics or a project specific study acceptable to the *Development Services Manager*.

NOTE: When Developers of new subdivisions or other developments are conditioned by the City to build or install Master Planned Traffic Circulation System improvements, the City will provide them full credits towards the Traffic Impact Fee. Any excess funds due the Developer will be reimbursed per City of Oxnard Resolution No. 10,272.

VI. GROWTH REQUIREMENT CAPITAL FEE - A.K.A., “GROWTH DEVELOPMENT FEE” (Resolution Nos. 10,275, 10,996 & 12,975)

- A. Commercial Development Projects. A fee of \$0.60 for each square foot of covered space constructed is imposed on commercial development projects. The term “Commercial Development” includes, but is not limited to quasi-public facilities such as hospitals, day care centers, convalescent homes, cemeteries, etc.
- B. Industrial Development Projects. A fee of \$0.60 for each square foot of covered space constructed, and a fee of \$0.04 for each square foot of uncovered space provided (excluding parking and landscape areas required by the City) are imposed on industrial development projects.
- C. Residential Development Projects. A fee of \$1.16 for each square foot of covered space constructed (including garages and accessory structures, but excluding patios) is imposed on residential development projects.
- D. Mobile Home Park Development Projects. A fee of \$1.75 for each square foot of mobile home pad constructed is imposed on mobile home park development projects.

IX. OTHER DEVELOPMENT FEES

A. Other City fees that may be applicable:

1. Air Quality Impact Fee / Air Pollution Impact Mitigation Fee - Contact Planning and Environmental Services Division at (805) 385-7858. (City of Oxnard Res. No. 9556.)
2. Quimby (Park) Fee - Contact Planning and Environmental Services Division at (805) 385-7858. (City of Oxnard Ord. No. 2683.)
3. Park Acquisition and Development Tax - Every person constructing a new dwelling unit in the city is taxed and shall pay to the city the following fee for each new dwelling unit (City of Oxnard Ord. No. 1421, 2031, Muni. Code Chapter 13 Article IV):
 - a. One or less bedrooms, \$150.00;
 - b. Two bedrooms, \$200.00; and
 - c. Three or more bedrooms, \$250.00
4. Public Art Program - Contact Planning and Environmental Services Division at (805) 385-7858. (City Council Resolution 14,124)
 - a. All new development shall be required to participate in the Public Art Program.
 - 1.) Public art shall be provided for projects governed by a specific plan or other equivalent master plan. Such public art shall be installed according to the conditions set forth in the Public Art Element of the respective specific plan or master plan. If the project is to be constructed in phases, the conditions of approval shall specify when the artwork shall be installed.
 - 2.) All new development, with the exception of attached and detached additions to residential dwelling units, shall pay a public art fee of \$0.20 per square foot of roofed building area. Such fee shall be paid prior to issuance of a building permit.
 - b. Definitions
 - 1.) "New development" means a new building on a vacant site, an addition to an existing building on a site, a new building on a developed site, or a change in land use type which requires a discretionary permit.
 - 2.) "Project governed by a specific plan" means a new building on a vacant site, an addition to an existing building on a site, a new building on a developed site, or a change in land use type which requires a discretionary permit in a specific plan area, or other master planned area in which a Public Art Element is an element of the specific plan or master plan.
 - c. The value of the artwork to be installed as part of a specific plan or master plan shall be specified by the Public Art Element of such plan.
7. General Plan Maintenance Fee collected at time of permit by City of Oxnard Planning Division is equal to 0.24% of the Valuation of any building permit. Contact Planning at (805) 385-7858.

B. Non-City Fees that may be applicable:

3. Ventura County Traffic Mitigation Fee (In accordance with the "Reciprocal Traffic Mitigation Agreement" approved by the City of Oxnard and the County of Ventura on February 2, 1993) - Contact Ventura County Transportation Department, Planning and Traffic Division at (805) 654-2047.

PLANNING COMMISSION MEMORANDUM



TO: Planning Commission

FROM: Scott Kolwitz, Planning and Environmental Services Manager
Chris Williamson, AICP, Consultant Planner

DATE: November 21, 2019

SUBJECT: Rio Urbana Development Project: Requests for Planning and Zoning Permit Nos. 17-610-01(Annexation); 17-620-01 (General Plan Amendment), 17-560-01 (Pre-Zoning), 17-300-03 (Tentative Subdivision Map for Tract No. 5998), 17-500-13 (Special Use Permit – Residential), 17-500-05 (Special Use Permit - Office), 17-535-02 (Density Bonus), and Mitigated Negative Declaration (MND) No. 2017-04. Located at 2714 East Vineyard Avenue.

At the meeting of October 3, 2019, the Planning Commission received staff's presentation for the proposed Rio Urbana Development (Project) that required approvals for Annexation to the City of Oxnard (City), a General Plan Amendment, Pre-Zoning, a Tentative Subdivision Map, two Special Use Permits, a Density Bonus, and a Mitigated Negative Declaration (MND). In the deliberation that followed, Planning Commissioners raised several issues, asked specific questions that could not be readily addressed, and subsequently voted to continue the item to the Planning Commission's November 7, 2019 meeting as reflected in the Draft October 3, 2019 meeting minutes (Attachment A). The November 7, 2019 meeting was subsequently canceled due to unavailability of the Council Chambers, and the Planning Commission's meeting was rescheduled to November 21, 2019. As a continued agenda item, no additional mailed or published public notices were required. The on-site hearing notice signs were updated to indicate the November 21, 2019 continued hearing.

The Planning Commission may proceed with deliberation, conduct a public hearing, and consider a decision, at its pleasure. There are no changes to the Project's proposed site and civil plans or building designs and elevations distributed for the October 3, 2019 meeting.

The Planning Commissioners' issues and questions are posed below as questions and grouped by topic. Responses and/or references to attachments are provided by the applicant (Rio School District and The Pacific Companies), applicant's consultants, and / or City staff, as noted.

Traffic and Traffic Impact Fees:

- What does LOS actually measure?

Volume/Capacity Ratio (V/C) and LOS are widely used metrics for signalized intersections. Capacity is the number of average-size vehicles proceeding at an allowed speed within a traffic lane in the “green” time allotted by the signal, and overall signal cycle timing. The metric is “vehicles per hour (vph).” Volume is the actual count of vehicles during the weekday am and pm peak periods. The volume to capacity ratio (V/C) is the mathematical result of dividing volume by capacity. For example, if the capacity is 100 vph and the actual count (volume) is 120 vehicles, the resulting V/C ratio is “1.2:1”, or just “1.2.” A V/C ratio over “1” is over capacity resulting in delays, and is assigned LOS “F.” Conversely, a V/C ratio of “0.5” shows that half the capacity is actually used, and is assigned LOS “A” with no delays. Slow drivers, trucks and busses, and weather may also create delay unrelated to the traffic signal.

For four-way signalized intersections with through, right, and left turn lanes, the V/C and LOS is an aggregated metric for all traffic movements in all directions. A signalized left turn may be over capacity at rush hour, meaning drivers wait more than one light cycle, but the through and right turn traffic is below capacity, moving freely. The overall LOS could be “A” even though one or two turning movements are “F.”

- When were the traffic counts taken?

The traffic counts used in the traffic study that was incorporated into the October 3, 2019 staff report and Mitigated Negative Declaration 2017-04 were completed on March 15, 2017. In response to questions received by the Planning Commission on October 3, 2019, new counts were completed on October 17, 2019.

- Are the Levels-of-Service (LOS) for the Vineyard/Ventura Avenue/Riverpark Boulevard intersection accurate? LOS “A” seems unrealistic.

Associated Traffic Engineers (ATE) completed new traffic counts on October 17, 2019, a Thursday, and recalculated the V/C Ratio and assigned the LOS “grade” for the Vineyard/Ventura Avenue/Riverpark Boulevard intersection using the City of Oxnard’s adopted V/C metrics. The Vineyard/Ventura Avenue/Riverpark Boulevard intersection morning and afternoon peak periods remain LOS “A” even though drivers may be delayed making signalized left-lane turns.

- Is the LOS consistent with other traffic studies?

The 2030 General Plan citywide traffic model was last calibrated and run in 2012 and the results indicated that Vineyard/Ventura Avenue/Riverpark Boulevard intersection is forecasted at LOS A in the morning and LOS C in the afternoon. The recent Campus at Topa Towers (2017) project traffic study included the Vineyard/Ventura Avenue/Riverpark Boulevard intersection also calculated LOS “A.”

- What Vineyard Avenue improvements were completed by the Riverpark project?

Vineyard Avenue was widened on the southbound side, and signals were modified between Forest Park Boulevard and Carnegie Street. Widening and signal modifications were also made at Riverpark Boulevard and Vineyard/Ventura Avenue/Riverpark Boulevard intersection.

- Are there adequate sidewalks connecting the Project to Stroube Street?

There is a paved sidewalk from the corner of Rio School Lane to Stroube Street that meets ADA standards and is considered adequate for use by Project residents.

- What is the project's estimated traffic impact fee? The City's Traffic Impact Fee for the Rio Urbana Development project would be calculated on the per residential unit and per 1,000 gsf of office space rates in effect at the time of issuance of building permits. As of September 2018, the "per condominium rate" is \$6,278.00 and the per 1,000 gsf of office space rate is \$7,899. Based on the project description, the residential traffic fee for 167 condominiums would be approximately \$1,048,426.00 and the 15,000 gsf office building fee would be \$118,485.00. The combined traffic fee would be \$1,166,911.00.

Project Design Components:

The Planning Commission asked the applicant to consider modifying six project design components. Staff provides a response in this memo, and the Applicant provided a more detailed response (Attachment C).

- Could elevators be added, perhaps to selected buildings, considering the Project amenities emphasize families for whom using staircases with strollers would be very difficult?

The Applicant does not plan to add elevators to any of the buildings.

- Could additional solar panels be incorporated into the roofs or on carports? Does the State have a solar panel requirement?

Solar panels will be installed on the eight residential buildings. There are no plans to add carport structures which are not required. There is no State requirement to include solar panels on any of the Project structures at this time. The California Buildings Standards Commission does require multifamily projects to be on low-rise multifamily buildings starting January 1, 2020.

- Can a swimming pool be introduced into the Project?

The applicant does not intend to incorporate a swimming pool at this time.

- Can the palm trees be removed from the Project?

Yes. A different type of palm tree or another species will be used in the landscape plan submitted as part of plan check.

- Could three additional moderate-income units be included?

Yes, the Applicant will add three additional moderate for-sale units to the 17 already designated, for a total of 20 affordable units.

- Is there an agreement with Vallarta Market for pedestrian access? How will shopping carts be managed at the connection point?

Yes. A recorded Property Access Agreement will be executed with Vallarta Markets.

Mitigated Negative Declaration 17-04:

Corrections and clarifications were made to the pages indicated below and are included within the MND (Attachment D). No new significant information has been added to the MND. None of the corrections or clarifications resulted in 1) a new significant environmental impact or mitigation measure or 2) an increase in the severity of an environmental impact. In short, the corrections and clarifications have not changed any of the outcomes or conclusions or mitigations in the MND. The entire MND with comments and responses to comments, as amended below, will be reprinted for the City Council:

Staff initiated corrections and clarifications:

- Cover Revised date from September to November, 2019
- Page 1 Added a short introduction at the top of the page.
- Pages 44-45 Added information to discussion of drainage compliance.
- Pages 62-63 Copied information related to police and fire service from Response 3.3
- Page 79 Added a sentence before Project Effects and Mitigation to emphasize mitigation measure W-1.
- Page 80 Added reference to update the conclusion regarding capacity in the City sewer line to serve the project.

Planning Commission initiated corrections and clarifications:

- Clarify/correct water supply discussion.
The water supply discussion is updated to indicate that the proposed transfer of groundwater pumping allocations from the Rio School District to the City is adequate to meet Project potable water demand. The Rio School District would apply to the Fox Canyon Groundwater Management Agency to approve the permanent transfer. Attachment D (pages 75 and 79) includes the amended MND 2017-04 page showing changed text related to this topic.
- Clarify/correct wastewater/sewer line capacity information.
The wastewater trunk line capacity discussion is updated to indicate that testing found adequate capacity. Attachment D (page 80) includes the amended MND 2017-04 page showing changed text related to this topic.
- Clarify/correct storm drain capacity information.

The storm drain capacity discussion is updated to indicate that the Project will not result in an increase in stormwater runoff compared to the existing property under the precipitation volume/storm event planning scenario required by the Watershed Protection District. Attachment D (page 45) includes the amended MND 2017-04 page showing changed text related to this topic.

- Augment the Public Safety (Police and Fire) discussion.

In the 2018 Municipal Services Review for the City of Oxnard, LAFCO indicated that the City employed 0.67 firefighters for every 1,000 residents (up from a ratio of 0.48 in 2000). The Police Department employed one officer for each 831 residents (LAFCO 2018:pages 11-12).

With respect to fire service, the project site is less than one mile from the City of Oxnard Fire Station No. 7, located at 3300 Turnout Park Circle. This proximity would allow a travel time well within the goal of 4 minutes. The City provides police services directly, including community patrol, criminal investigation, emergency communications, animal safety, and support services. The project site is located within Police Beat 14, Riverpark District. . Attachment D (page 63) includes the amended MND 2017-04 pages showing changed text related to these topics.

Entitlements:

- All Planning Commission Resolutions (Attachments D through I) have been updated to reflect multiple hearing dates and an approval date of November 21, 2019.
- Include “Residential” SUP Condition No. 229 within the “Office” SUP (Attachment H).
The conditions has been added and numbered “189.” Subsequent conditions have been renumbered accordingly.
- The Residential SUP (Attachment I) Condition No. 2 is amended to allow for the addition of elevators, a swimming pool, and/or roof alterations to accommodate solar panels or reduce height during the plan check process, provided the Planning Manager finds the proposed changes are in substantial conformance with the planning entitlements. The added text is:

The following project changes may be reviewed and approved during the plan check process and do not individually or cumulatively require a Minor or Major Modification permit subject to a substantial conformity finding by the Planning Manager and payment of incurred staff review time:

- *Addition of a elevators in any residential structure, and related changes to the floor plan, roof plan and elevations;*
- *Addition of a swimming pool and related changes to the site plan, utilities, lighting, irrigation, and landscape plans;*
- *Modifications to the pedestrian connection to the Vallarta Market property and related changes to the site plan, paving, utilities, lighting, irrigation, and landscape plans; and*
- *Modifications to roof structure design to either reduce overall height and/or incorporate solar panels and related equipment. (PL, G-2 modified)*

ATTACHMENTS:

- A. Draft October 3, 2019 meeting minutes.
- B. Associated Traffic Engineers' October 17, 2019 Traffic Counts and LOS.
- C. Applicant's October 16, 2019 "Response to Planning Commission Hearing Comments"
- D. MND 2017-04 Corrections and Clarifications
- E. Annexation, General Plan Amendment, City Council District Boundaries Resolution
- F. Pre-Zoning Resolution
- G. Tentative Subdivision Map and Density Bonus Resolution
- H. Special Use Permit - Office Resolution
- I. Special Use Permit - Residential Resolution

RESOLUTION No. 2019-37
[PZ 17-500-05]

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 17-500-05 (SPECIAL USE PERMIT) TO DEMOLISH FIVE FORMER EL RIO ELEMENTARY SCHOOL BUILDINGS AND TO ABANDON A WATER WELL AND TO ALLOW THE CONSTRUCTION OF 15,000 SQUARE FOOT (SF) TWO-STORY OFFICE BUILDING WITH ASSOCIATED PARKING AND SITE IMPROVEMENTS, IN CONJUNCTION WITH THE RIO URBANA PROJECT LOCATED AT 2714 EAST VINEYARD AVENUE, SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY RIO SCHOOL DISTRICT, 2500 E. VINEYARD AVE., OXNARD, CA AND THE PACIFIC COMPANIES, 430 E. STATE STREET #100, EAGLE, IDAHO.

WHEREAS, the Rio School District (RSD) owns a 9.90 acre parcel located at 2714 East Vineyard Avenue (APN 145-0-232-010) abutting a 1) 0.34 acre portion of County of Ventura public right-of-way which is proposed to be included within the project area and that is coterminous with the north edge of the RSD parcel and 2) the City of Oxnard corporate limits that are coterminous with the south and west edges of the RSD parcel; and

WHEREAS, the RSD declared the closed El Rio Elementary School on the parcel located at 2714 East Vineyard Avenue as a surplus school site, completed a reuse feasibility study, and partnered with The Pacific Companies to propose redevelopment of the property; and

WHEREAS, the RSD and The Pacific Companies jointly filed entitlement applications with the City of Oxnard on March 28, 2017 for Annexation (PZ No. 17-610-01), General Plan Amendment (PZ No. 17-620-01), Pre-Zoning (PZ No. 17-560-01), two Special Use Permits (PZ Nos. 17-500-05 and 17-500-13), Density Bonus (PZ No. 17-535-02) and a Tentative Subdivision Map (PZ No. 17-300-03); and

WHEREAS, the RSD and The Pacific Companies would develop a 1.12 acre "Parcel 1" with a two-story, 15,000 gsf office building with 60 standard parking spaces and one motorcycle space; develop a 9.12 acre "Parcel 2" with 167 one- to three-bedroom attached apartment condominiums in eight three-story structures (38 feet in height) that include a fitness center and 17 low and three moderate income deed-restricted units, a 1,068 gsf recreation pavilion, four refuse structures, 169 resident garages and 163 parking spaces, 93 guest parking spaces, 6 motorcycle spaces, stormwater retention and treatment facilities, on-site utilities and off-site connections, landscaping, six play areas and a tot lot, dog run; relocate four Southern California Edison (SCE) 66kV power poles; and widen and improve Vineyard Avenue by 23 feet ("Project"); and

WHEREAS, related Project approvals are required by the Local Agency Formation Commission, County of Ventura, California Department of Transportation, Calleguas Municipal Water District, and the Metropolitan Water District of Southern California; and

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- WHEREAS, the Project was initially reviewed by the City Council as a Pre-Application in 2015 which identified parking, compatibility, and on-site recreational amenity issues that were addressed by changes to the Project; and
- WHEREAS, the Project applicants participated in a Community Workshop on June 18, 2018 and made presentations to the El Rio Municipal Advisory Committee on June 21, 2018; and
- WHEREAS, in accordance with the California Environmental Quality Act (CEQA), the Community Development Director provided public notice of the intent of the City to adopt a Mitigated Negative Declaration (MND No. 2017-04) for the Project, the Project MND was circulated for public comment for 30 days between July 19, 2019 and August 19, 2019, and no comments were received that changed the MND mitigations or findings; and
- WHEREAS, the Planning Commission has considered MND No. 2017-04 before making its recommendation herein and the MND's mitigation monitoring and reporting program is included in the MND document and incorporated by reference in this and related resolutions and permits; and
- WHEREAS, the Planning Commission is concurrently recommending the City Council adopt MND 2017-04 and approve the Annexation, General Plan Amendment, Pre-Zoning, Density Bonus, and Tentative Subdivision Map; and
- WHEREAS, the Planning Commission is concurrently considering a Special Use Permit (PZ No. 17-500-13) application for 167 condominium multifamily units on the remainder of the RSD parcel, subject to approval of the related actions within that special use permit's conditions of approval; and
- WHEREAS, the Project has been reviewed by the Development Advisory Committee (DAC) and the DAC has prepared conditions of approval that are incorporated within the recommended permits; and
- WHEREAS, the Planning Commission has held a duly noticed public hearing and received and reviewed written and oral comments related to the Project; and
- WHEREAS, the Planning Commission has held a duly noticed public hearing on October 3, 2019 and received and reviewed written and oral comments, presented staff and the Applicant with a series of questions; and continued the hearing to November 7, 2019; and
- WHEREAS, the November 7, 2019 Planning Commission meeting was canceled and all agenda items continued to the meeting of November 21, 2019; and
- WHEREAS, the Planning Commission considered replies to the October 3, 2019 questions, and accepted into the record corrections and clarification to MND 2017-04 in compliance with CEQA; and
- WHEREAS, the Planning Commission finds after due study and deliberation that the public interest and general welfare require the approval of Special Use Permit PZ No. 17-500-05 for development of a 15,000 sf two-story office building on a portion of the parcel

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located at 2714 East Vineyard Avenue.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF OXNARD:

SECTION 1. Based on the entire record before the Planning Commission and all written and oral evidence presented, including the Planning Commission Staff Report and all attachments thereto, the Planning Commission finds:

(1) The proposed use in in conformance with the City of Oxnard General Plan and other adopted standards.

The project includes a General Plan Amendment to change the land use designation from School to Commercial General, and the project includes a Pre-Zoning of General Commercial Planned Development (C2-PD).

The project's commercial and residential uses are consistent with the General Plan land use designation and zoning as discussed in great detail in Sections 6 (c), 6 (d), and 6 (j) and Section 7 of the Planning Commission Staff Report. The project also includes a Density Bonus for a two percent density bonus (3 additional units), reduced parking standards, and a concession to reduce the Interior Yard Space requirement from 30 to 24 percent of the parcel area.

As discussed in greater detail in Sections 6 (c) through 6 (h) and Section 7 of the Planning Commission Staff Report, the Project as designed and conditioned meets all applicable development standards with application of one Density Bonus permit concession for reduction of interior yard space, three PD standards adjustments for building height, number of stories and storage space size, and administrative relief under OCC 16-651(B)(2), "off-site parking" for distance to condominium parking spaces.

Therefore, the project is in conformance with the 2030 General Plan and the elements thereof and other adopted standards.

(2) The nature, condition, and development of adjacent uses, buildings, and structures shall be considered, and no proposed special use permit shall be granted if the approval body finds such use will adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.

The use is consistent with uses considered and permitted by the General Commercial Planned Development (C-2-PD) zone that is the consistent zone designation for the General Plan Commercial General land use designation. The Project as designed and conditioned will be architecturally compatible with the surrounding area and will enhance and improve the existing conditions of the site

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and neighborhood. Construction activities, anticipated uses, and development design will be subject to standard construction requirements of the Building, Fire, Traffic Codes and Planning Division requirements. Therefore, as conditioned, the use and improvements are not expected to have adverse effects or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.

- (3) **The site that is subject to the special use permit shall be adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping, and all items required by the conditions of approval.**

The project as designed and conditioned meets the development standards of the General Commercial Planned Development (C2-PD) zone as described above in Finding Section 2(1). As such, the subject site is adequate in terms of size and as developed the development meets or exceeds City's design standards.

- (4) **The site that is subject to the special use permit shall be served by streets and highways adequate in width and improved as necessary to carry the kind and quantity of traffic such use will generate.**

The project will be accessed from Vineyard Avenue and the site has sufficient access to streets and highways that are adequate in size and existing intersections adjacent to the project site will operate at acceptable levels of service, as described in great detail in the Planning Commission Staff Report Sections 5 and 6 (g).

- (5) **The site for the proposed use will be provided with adequate sewerage, water, fire protection and storm drainage facilities.**

The Project is considered redevelopment that has been found to be consistent with anticipated reuse for this surplus school district site. Furthermore, the Project will be served by existing City of Oxnard water and sewer mains and adequate Fire Protection will be provided as determined by the Development Advisory Committee. In accordance with the Stormwater Quality Conditions of this Resolution, the Project's design will comply with stormwater control measures as required by the Los Angeles Regional Water Quality Control Board's municipal separate storm sewer system ("MS4") permit.

SECTION 2. This Resolution shall not become effective unless and until the City of Oxnard City Council adopts Mitigated Negative Declaration 2017-04, as amended, and approves the associated Annexation (PZ No. 17-610-01), General Plan Amendment (PZ No. 17-620-01), Pre-Zoning (PZ No. 17-560-01), Density Bonus (PZ No. 17-535-02) and Tentative Subdivision Map (PZ No. 17-300-03) and the Ventura County Local Agency Formation Commission (LAFCo) approves the Annexation. If the City Council or LAFCo fail to approve the Annexation, then this Resolution shall become null and void and be of no further force and effect.

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SECTION 3. Based on the findings set forth herein, the Planning Commission hereby approves Planning and Zoning Permit No. 17-500-05 (Special Use Permit), subject to the attached conditions of approval.

SECTION 4. The decision of the Planning Commission shall be final unless an appeal of the action is filed in accordance with the provisions of Oxnard City Code Section 16-545.

SECTION 5. The Secretary shall certify the adoption of this Resolution.

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STANDARD CONDITIONS OF APPROVAL FOR LAND USE PERMITS

Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-1*) while some are taken from environmental documents (e.g. *MND-S2*).

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning Division
DS	Dev Services/Eng Dev/Inspectors	TR	Traffic Division
PD	Police Department	B	Building Plan Checker
SC	Source Control	FD	Fire Department
PK	Landscape Design	CE	Code Compliance

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, *G-1*).
2. This permit is granted for the plans dated May 2, 2019, (“the plans”) on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning and Environmental Services Manager (“Planning Manager”) or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major modification shall be required for substantial changes or increases in such items. (PL, *G-2*)
3. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Developer to provide security or an executed agreement approved by the City Attorney to ensure completion of such improvements. (DS, *G-4*)
4. By commencing any activity related to the project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA, *G-5*)
5. Developer agrees, as a condition of adoption of this resolution, at Developer’s own expense, to indemnify, defend and hold harmless the City and its agents, officers and employees from and against any claim, action or proceeding to attack, review, set aside,

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void or annul the approval of the resolution or any condition attached thereto or any proceedings, acts or determinations taken, done or made prior to the approval of such resolution that were part of the approval process. (CA, G-6)

6. Developer shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, G-8)
7. Developer shall provide off-street parking for the project, including the number of spaces, stall size, paving, striping, location, and access, as required by the City Code. (PL/B, G-9)
8. Before placing or constructing any signs on the project property, Developer shall obtain a sign permit from the City. Except as provided in the sign permit, Developer may not change any signs on the project property. (PL/B, G-10)
9. Developer shall obtain a building permit for any new construction or modifications to structures, including interior modifications, authorized by this permit. (B, G-11)
10. Developer shall not permit any combustible refuse or other flammable materials to be burned on the project property. (FD, G-12)
11. Developer shall not permit any materials classified as flammable, combustible, radioactive, carcinogenic or otherwise potentially hazardous to human health to be handled, stored or used on the project property, except as provided in a permit issued by the Fire Chief. (FD, G-13)
12. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, G-14)
13. Prior to issuance of building permits, Developer shall correct all violations of the City Code existing on the project property for which the Code Compliance Division has open cases. (PL, G-15).

LANDSCAPE STANDARD CONDITIONS

14. Prior to submittal of landscape and irrigation plans, Developer shall obtain approval of the Planning Manager or designee of a plan showing on the project property all existing trees and identifying the trees to be saved, transplanted or removed. (PK, PK-1)
15. Prior to issuance of building permits or the proposed use is initiated, whichever comes first, Developer shall submit two copies of landscape and irrigation plans, along with the

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appropriate permit application and fees, to the Development Services Division and obtain approval of such plans. (PK/DS, PK-2)

16. Prior to issuance of a certificate of occupancy, Developer shall install landscape and automatic irrigation systems that have been approved by Parks and Facilities Superintendent. (PK, PK-3)
17. Developer shall properly maintain landscape planting and all irrigation systems as required by the City Code and as specified by this permit. Failure of Developer to do so may result in the revocation of this permit and initiation of legal proceedings against Developer to ensue compliance (PK, PK-4)
18. Prior to the issuance of City issues a certificate of occupancy, Developer shall provide a watering schedule to the building owner or manager and to Planning Division or designee. The irrigation system shall include automatic rain shut-off devices, or instructions on how to override the irrigation system during rainy periods. (PK, PK-5)
19. All trees planted or placed on the property by Developer shall be at least 24-inch-box size. All shrubs and vines shall be at least five-gallon size, except as otherwise specified by this permit. (PK, PK-6)
20. At the time of landscape plan check submittal, the landscape planting and irrigation plans shall comply with the current title 23 Model Water Efficient Landscape Ordinance (MWELO). (PK, PK-7.1)

MEDIAN/PARKWAY

21. Developer shall submit four sets of median and parkway landscape and irrigation plans with the first submittal of public improvement plans. The City shall approve median and parkway landscape and irrigation plans when the City approves public improvement plans. Before the City issues a building permit, the irrigation plans must be approved for proper meter size, backflow prevention device, and cross connection control by the Water Production Supervisor or designee. (DS/ PK, PK-14)
22. Before the City accepts medians and parkways from Developer, the landscaping thereon must complete a plant establishment period of 90 days or such other time as specified in this permit. (PK/DS, PK-15)

WATER CONSERVATION

23. Developer shall install an irrigation system that includes a water sensor shut off device as a water conservation measure. (PK, PK-22)
24. At time of submittal to the Building and Engineering Division for plan check, Developer's Landscape Architect or Architect shall provide the City with written confirmation that they

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have reviewed the civil engineering construction drawings and that the NPDES requirements are not in conflict with meeting the City's landscape requirements. (PK, PK-23)

25. Developer shall include a note on the Landscape Plans submitted to the Building and Engineering Division for a building permit that "all landscaping and irrigation comply with Ordinance No. 2822, which adopted the City of Oxnard Landscape Water Conservation Standards, and applicable water conservation requirements of the State of California". (PK, PK-24)
26. At the time of Plan Check submittal, the landscape plans shall contain an exhibit titled "Tree Tabulation Chart". The Tree Tabulation Chart shall contain a listing of all existing trees on site and shall refer to them by number as identified in the Arborist's Tree Report. The Tree Tabulation Chart shall clearly list all trees to remain, be removed or transplanted. The Chart shall contain the Arborist's economic appraisal value of each tree(s) removed as well as computations and calculations showing how the value of the removed tree(s) was put back into new tree sizes for the project that are in addition to meeting the City's minimum tree size of 24" box. (PK)

LANDSCAPE SPECIAL CONDITIONS

27. Sheet L-02. Planting to extend to substantially screen parking spaces.
 - a. A 36" high visual barrier shall be provided to screen parked cars from City streets. Barrier may be a wall or earthen berm with additional planting to achieve 36" height as measured from the top of the parking lot curb. Suitable sight-distance shall be maintained at corners and driveways. Parking lot screen hedges adjacent to the roadway shall be 36" in height at time of planting.
28. Sheets A-010 & L-02. Transformers shown in conflict with parking lot tree locations.
 - a. Tree finger planters required for every ten parking spaces and at ends of drive aisles. For every ten parking spaces in single-loaded parking bay row, at least one perpendicular or diagonal landscape planter shall be provided, having minimum dimensions of 9 feet wide by the length of the adjacent parking stall, measured from outside curb face to outside curb face, and containing one tree, shrubs, and groundcover. Configurations other than perpendicular or diagonal planters may be approved by the parks and facilities superintendent, planning director or planning commission.
 - b. All hardware, equipment enclosures, transformers, trash enclosures, gas meters, electrical vents, irrigation controllers, backflow devices, etc. in parking lot planters shall be substantially screened with shrubs and/or vines, 5 gallon size minimum. Trash enclosures to be screened with planting.
29. Show locations of light standards on landscape plan and tree locations on lighting plan. Identify and resolve any conflicts.

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30. Written confirmation to be provided that the Landscape Architect or Architect has reviewed the civil engineer's construction drawings and that the NPDES requirements are not in conflict with meeting the City's landscape requirements.
31. Irrigation plan to be provided. Provide required water use calculations and water budget calculations for review. City "Statement of Compliance" signed by a California licensed Landscape Architect or Architect required. Confirm planting hydrozones.
32. At the time of plancheck submittal, the Landscape shall show that all plant material within a 30-foot triangle at the intersection of Vineyard Avenue and any driveway shall be no more than three feet in height at maturity above curb level.

FIRE DEPARTMENT STANDARD CONDITIONS

33. Developer shall construct all vehicle access driveways on the project property to be at least 26 feet wide. Developer shall mark curbs adjacent to designated fire lanes in parking lots to prohibit stopping and parking in the fire lanes. Developer shall mark all designated fire lanes in accordance with the California Vehicle Code. (FD/B, F-1)
34. All roof covering materials on the project property shall be of non-combustible or fire retardant materials approved by the Fire Chief and in compliance with the City Code. (FD, F-2)
35. Before the City issues building permits, Developer shall obtain the Fire Chief's approval of a plan to ensure fire equipment access and the availability of water for fire combat operations to all areas of the project property. The Fire Chief shall determine whether or not the plan provides adequate fire protection. (FD/DS, F-3)
36. At Developer's expense, Developer shall obtain two certified fire flow tests for the project property. The first test shall be completed before City approval of building plans and the second shall be completed after construction and prior to the issuance of a certificate of occupancy. A mechanical, civil, or fire protection engineer must certify the tests. Developer shall obtain permits for the tests from the Engineering Division. Developer shall send the results of the tests to the Fire Chief and the City Engineer. (FD/DS, F-4)
37. All structures on the project property shall conform to the minimum standards prescribed in Title 19 of the California Code of Regulations. (FD, F-5)
38. The project shall meet the minimum requirements of the "Fire Protection Planning Guide" published by the Fire Department. (FD, F-6)
39. At all times during construction, developer shall maintain paved surfaces capable of handling loads of 76,000 pounds which will provide access for fire fighting apparatus to all parts of the project property. (FD/DS, F-7)

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40. Developer shall identify all hydrants, standpipes and other fire protection equipment on the project property as required by the Fire Chief. (FD, F-8)
41. Developer shall install security devices and measures, including walkway and vehicle control gates, entrance telephones, intercoms and similar features, subject to approval of the Police Chief and the Fire Chief. Vehicle control gates shall be operable by City approved radio equipment. (FD/PD, F-9)
42. Developer shall provide central station monitoring of the fire sprinkler system and all control valves. (FD, F-10)
43. The turning radius of all project property driveways and turnaround areas used for emergency access shall be a minimum of 48 feet outside diameter for a semi-trailer. (FD, F-11)
44. Developer shall provide automatic fire sprinklers as required by the City Code and shall contact the Fire Chief to ascertain the location of all connections. (FD, F-12)
45. Developer shall install a detection/alarm system with a central station monitor that will automatically notify the Fire Department in the event of a fire in the structure. The alarm system shall include a UL or State Fire Marshal approved device, which shall not exceed design specifications, that reports the location of the fire and allows the central station monitor to inform the Fire Department of the point of entry into the structure that is nearest the fire. (FD, F-13)
46. Developer shall comply with Certified Unified Program Agency (CUPA) requirements regarding the storage, handling and generation of hazardous materials or waste. Prior to the issuance of building permits, Developer shall contact the CUPA division of the Fire Department to ensure that such requirements are followed. (FD, F-16)

FIRE DEPARTMENT SPECIAL CONDITIONS

47. Fire sprinkler coverage is required for:
 - a. Patios, overhangs or any other projections that are 48" or more from the structure.
 - b. Open areas beneath stairs that serve a habitable space or when that area is accessible for storage or has mechanical equipment.
 - c. The protection of the forced air unit when located in the attic or other areas that are normally inaccessible.
48. Coordinate the Landscape so it does not impinge on access to fire protection utilities and equipment.
49. Areas designated by the Fire Marshal as Fire Lanes shall be identified by a red curb and signage per the California Department of Motor Vehicles and in accordance to the fire master.

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50. The NFPA sprinkler system for this project will be in accordance to the determined classification of the buildings upon construction plans submittal.
51. Before the city issues a certificate of occupancy, the developer shall install a Knox key vault at a location to be determined by the Fire Department.
52. Electrically operated vehicle entry gates require Click -2 Enter radio activated controls.
53. Class I wet standpipe system is required at every stairwell. Combined Sprinkler and standpipe system shall be required.
54. Trash enclosures shall have sprinklers.

POLICE CONDITIONS

55. A condition of approval requires compliance with the Outdoor Lighting Code & Guideline.
 - a) Outdoor lighting shall comply with Title 24, Part 6, of the California Code of Regulations: California's Energy Efficiency Standards for Residential and Nonresidential Buildings.
 - b) Unless approved as a specific exception to this guideline, all outdoor lighting shall be flat lens, full cut-off fixtures with the light source fully shielded with the exceptions:
 - 1) Luminaires with a maximum output of 260 lumens per fixture, regardless of number of bulbs (equal to one 20-watt incandescent light), may be left unshielded provided the fixture has an opaque top to keep light from shining directly up.
 - 2) Luminaires that have a maximum output of 1,000 lumens per fixture, regardless of number of bulbs (equal to one 60-watt incandescent light) may be partially shielded provided the bulb is not visible, and the fixture has an opaque to keep light from shining directly up.
 - c) Oxnard City Code 16-320: Lighting within physical limits of the area required to be lighted shall not exceed seven foot-candles, nor be less than one foot-candle at any point. A light source shall not shine upon, or illuminate directly any surface other than the area required to be lighted. No lighting shall be of a type or in a location that constitutes a hazard to vehicular traffic, either on private property or on the abutting streets. The height of light standards shall not exceed 26 feet. To prevent damage from automobiles, standards shall be mounted on reinforced concrete pedestals or otherwise protected. (PD)

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56. Exterior lighting of the site including parking areas shall be between 1 and 7 foot candles and shall be in harmony with existing adjacent lighting scheme. (PD)
57. LED or similar in nature and spectrum (3,000K to 20,000K Correlated Color Temperature). (PD)
58. Lighting instruments shall be full cut-off and installed so that light does not directly illuminate property outside the project site. Instruments shall not create glare for motorists or pedestrians. (PD)
59. All common area lighting shall operate from dusk to 9:00 dawn. (PD)
60. Integrated landscape/lighting/photometric plan shall be submitted illustrating a 20-year tree maturity. This is to ensure that tree growth will not adversely impact future lighting and therefore site safety as the project matures. This plan shall be submitted and approved prior to the issuance of building permits. (PD)
61. Landscape elements shall be arranged to provide clear lines of sight and eliminate potential places of concealment. (PD)
62. Trees shall not be located where they would conflict with lighting instruments. Appropriate proximity is based a tree's canopy size at twenty-year maturity. (PD)
63. Creeping fig or similar climbing vine shall be used to dissuade the application of graffiti on CMU walls. (PD)
64. Developer and/or property manager shall post all entrances in compliance with California Vehicle Code 22658(a). Persons in lawful possession of the property may then cause the removal of a vehicle parked on the property to the nearest public garage if parked without the owner's permission. (PD)
65. Developer and/or property manager shall post signs, each visible from the public right of way at each vehicular entrance, identifying the management company's name and phone number. (PD)

PLANNING STANDARD CONDITIONS

66. Plans submitted by Developer with building permit applications shall show on the building elevation sheets all exterior building materials and colors, including product and finish manufacturer name, color name and number, and surface finish type (such as: stucco with sand finish, plaster with smooth finish) to be used in construction. (PL/B, PL-1)
67. Any application for a minor modification to the project shall be accompanied by four copies of plans reflecting the requested modification, together with applicable processing fees. (PL, PL-2)

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68. Before the City issues building permits, Developer shall include a reproduction of all conditions of this permit as adopted by resolution of the Planning Commission and/or the City Council in all sets of construction documents and specifications for the project. (PL, PL-3)
69. Before the City issues building permits, Developer shall provide to the Planning Division Manager color photographic reductions (8 1/2" by 11") of full-size colored elevations and any other colored exhibit approved by the Planning Commission. Developer may retain the full-size colored elevations after the reductions are so provided. (PL, PL-4)
70. Developer may not modify any use approved by this permit unless the Planning Division Manager determines that Developer has provided the parking required by the City Code for the modified use. (PL, PL-7)
71. During the plan check review process, the Developer shall provide a lighting plan that provides design details (light standards, bollards, wall mounted packs, etc.) and illumination site information within alleyways, pathways, streetscapes, and open spaces proposed throughout the development. An electrical engineer shall prepare the site lighting plan demonstrating that adequate lighting ranges will be provided throughout the development without creating light spillover, light pollution, or conflicts with surrounding factors such as tree locations, off-site or adjacent lighting. (PL)
72. Prior to issuance of building permits, Developer shall demonstrate that light standards illustrated on conceptual lighting plan do not conflict with tree locations. Developer shall submit a plan showing both the lighting and landscape on the same sheet. (PL)
73. Project on-site lighting shall be of a type and in a location that does not constitute a hazard to vehicular traffic, either on private property or on adjoining streets. To prevent damage from vehicles, standards in parking areas shall be mounted on reinforced concrete pedestals or otherwise protected. Developer shall recess or conceal under-canopy lighting elements so as not to be directly visible from a public street. Developer shall submit a lighting plan showing standard heights and light materials for design review and approval of the Planning Division Manager. (PL/B, PL-8)
74. In order to minimize light and glare on the project property, all parking lot and exterior structure light fixtures shall be high cut-off type that divert lighting downward onto the property and shall not cast light on any adjacent property or roadway. (PL, PL-9)
75. Developer shall provide graphic site directories at principal access walkway points. (PL/B, PL-10)
76. During construction, Developer shall water the area to be graded or excavated prior to commencement of grading or excavation operations. Such application of water shall be at

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least twice per day and shall penetrate sufficiently to minimize fugitive dust during grading activities. (B/DS, *PL-11*)

77. During construction, Developer shall control dust by the following activities:

- a. All trucks hauling graded or excavated material offsite shall be required to cover their loads as required by California Vehicle Code Section 23114, with special attention to Sections 23114(b)(2)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.
- b. All graded and excavated material, exposed soils areas, and active portions of the construction site, including unpaved onsite roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible. (B/DS, *PL-12*)

78. Developer shall provide for dust control at all times during project property preparation and construction activities. (B/DS, *PL-13*)

79. Developer agrees to participate in a water conservation program that includes refitting water fixtures existing on the project property with water conserving devices within residences or businesses in the City's water service area, if such a program is in effect when building permits are issued for this project. Among the requirements of such a program might be refitting existing toilets, faucets, shower heads, landscaping irrigation or other fixtures and items that consume water within the structure. (PL, *PL-14*)

80. Because of water limitations placed upon the City by its water providers, approval of this permit does not guarantee that the City will issue building permits. Issuance of building permits may be delayed as a result of implementation of a water conservation or allocation plan. (PL, *PL-15*)

81. Prior to issuance of building permits, Developer shall pay a document imaging fee for the planning files in an amount calculated by planning staff at the time of building permit review based on fees then in effect. (PL/B, *PL-16*).

COMMERCIAL/INDUSTRIAL

82. Developer shall recess or screen roof heating and cooling systems and other exterior mechanical equipment from adjoining property and public streets, as required by this permit. Plumbing vents, ducts and other appurtenances protruding from the roof of structures shall be placed so that they will not be visible from the front of the property or other major public vantage points. Developer shall include a note on the construction plumbing drawings of exterior elevations to indicate to contractors that roof features shall be grouped and located in the described manner. Roof vents shall be shown on construction drawings and painted to match roof material color. (PL/B, *PL-41*)

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83. Developer shall install all roof and building drainpipes and downspouts inside building elements. These items shall not be visible on any exterior building elevations. (PL, *PL-42*)
84. For any exterior utility meter panels, Developer shall paint such panels to match the structure upon which it is located. Such panels shall be located to take advantage of screening (e.g. landscaping or other building elements) from public right-of-ways, to the maximum extent feasible. (PL, *PL-43*)
85. Prior to issuance of a certificate of occupancy, Developer shall remove all construction materials and vehicles from the subject property. (PL/B, *PL-47*)
86. Developer shall limit outdoor storage of materials to the locations shown on the project plans. Developer shall screen storage areas from adjacent properties and streets by a wall or similar screening. All fence and wall materials shall match the predominant design and materials of the main structure on the project property. (PL/B, *PL-48*)
87. Developer shall stripe loading zones placed partly or wholly within a structure for loading and unloading activities only and post to prohibit storage or other non-loading activity within the loading zone. (PL/B, *PL-49*)

PLANNING SPECIAL CONDITIONS

88. Developer shall participate in the City's Public Art Program by paying the Public Art fee prior to issuance of building permits, in accordance with City Council Resolution No. 14,124. Upon assessment of the Public Art fee, the Developer may elect to purchase an existing artwork or commission an original artwork for donation as a gift to the City of Oxnard's public art collection with a value equal to or in excess of the Public Art fee. The value of the purchased and / or commissioned artwork will be determined by the Cultural Arts Commission and City Council. Donations to the City are reviewed by the Cultural Arts Commission and the City Council to determine the aesthetic quality of the donation, the work's maintenance requirements and the appropriateness of the donation to the overall goals of the Cultural Arts Commission. (PL, *PL-50 modified*)
89. This permit is granted subject to approved for annexation to the City of Oxnard by the Ventura County Local Agency Formation Commission (LAFCo), and subject to approval of related City of Oxnard permits [Planning and Zoning Permit Nos. 17-620-01 (General Plan Amendment), 17-560-01 (Pre-Zoning), 17-300-03 (Tentative Subdivision Map for Tract No. 5998), and 17-535-02 (Density Bonus)]. The City shall issue building permits only after such approval and Resolutions and ordinance adoption. (PL) This Special Use Permit shall expire at the end of 36 months from the effective date of the LAFCo Annexation unless Developer has diligently developed the proposed project, as shown by map recordation and / or the issuance of a grading, foundation, or building permit and the construction of substantial improvements. (PL)

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90. These conditions of approval impose specific fees, dedications, reservations and/or other exactions. Pursuant to Government Code Section 66020, the 90-day period in which the Developer or applicant has to protest the imposed fees, dedications, reservations and/or other exactions has begun as of the date that the conditions of approval are approved. (PL)
91. Applicant shall submit a check made out to the City of Oxnard in the amount to be determined for payment of outstanding discretionary permit and environmental processing fees associated with the development project. Funds shall be deposited prior to issuance of a grading permit. Additional funds to be paid when hours or contract planner hours exceed deposited amounts. (PL).
92. Developer shall comply with the mitigation measures identified in the Initial Study/Mitigated Negative Declaration No. 2017-04 for all development within Tract 5998. (PL)
93. Developer shall install toilets that have automatic flush sensors in all public restrooms. Such toilets shall be included on the plans submitted for a building permit and shall be maintained and in working order at all times. (PL)
94. Developer shall install individual mirrors above each sink in a public restroom to the satisfaction of the Planning Division Manager. The details of such mirrors shall be approved prior to issuance of a building permit. Developer shall remove graffiti from the mirrors or replace the mirrors within 24 hours of graffiti appearance. (PL)
95. Developer shall remove any and all graffiti from the project premises, including but not limited to graffiti within the building, such as in restrooms or fitting rooms, within 24 hours of its appearance. The surface of such affected areas shall be matched to blend in with the underlying colors and/or design, and shall not look like a paint patch. (PL)
96. Before the City issues building permits, Developer shall provide a Graffiti Deterrent Plan, subject to the approval the Planning Division Manager. Such plan shall include such elements as clear film on windows and/or mirrors, as well as washable paint and sealers on the building and perimeter walls. (PL)
97. This permit is granted subject to the City's approval of a tentative map and final map and recordation of the final map. The City shall issue building permits only after such recordation, unless otherwise approved by both the Planning Division Manager and the Development Services Manager. Before occupying any structures or initiating any use approved by this permit, Developer shall comply with all conditions of the tentative and final map. (PL/DS)
98. Developer shall provide bicycle parking consistent with the bicycle and Pedestrian Master Plan as outlined in Appendix Pg. A-38. A minimum of 8 short term bicycle parking spaces and 2 longer term bicycle parking spaces (lockers or similar) shall be provided. (PL)

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99. Developer shall provide a concrete curb at least six inches high around all planting areas adjacent to parking lots and drive aisles. The finished grade of the planted area shall be at least three inches below the top of the planter curbing where curbing abuts a public right-of-way. (PL)
100. At time of plan check review, all wall mounted and ground mounted equipment, utilities and meters shall be identified on building elevations and landscape plans and shall be integrated into the building design or effectively screened with shrubs and/or vines, 5 gallon size minimum, to the satisfaction of the Planning Manager. (PL)
101. At time of plan check review, Applicant shall provide an Irrigation plan, required water use calculations and water budget calculations for review. Applicant shall also provide the City's "Statement of Compliance" form signed by a California licensed Landscape Architect or Architect required. Confirm planting hydrozones. (PL)

Air Quality

102. Developer shall ensure that all construction equipment is maintained and tuned to recommended manufacture's specifications. (MND, C-1)
103. At all times during construction activities, Developer shall minimize the area disturbed by clearing, grading, earth moving, or excavation operations to prevent excessive amounts of dust. (MND, C-2)
104. During construction, Developer shall water the area to be graded or excavated prior to commencement of grading or excavation operations. Such application of water shall be at least twice per day and shall penetrate sufficiently to minimize fugitive dust during grading activities. (MND, C-3)
105. During construction, Developer shall control dust by the following activities:
 - a. All trucks hauling graded or excavated material offsite shall be required to cover their loads as required by California Vehicle Code §23114, with special attention to Sections 23114(b)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.
 - b. All graded and excavated material, exposed soils areas, and active portions of the construction site, including unpaved onsite roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible. (MND, C-4)
106. During construction, Developer shall post and maintain onsite signs, in highly visible areas, restricting all vehicular traffic to 15 miles per hour or less. (MND, C-5)

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107. During periods of high winds (i.e. wind speed sufficient to cause fugitive dust to impact adjacent properties), Developer shall cease all clearing, grading, earth moving, and excavation operations to prevent fugitive dust from being a nuisance or creating a hazard, either onsite or offsite. (MND, C-6)
108. The Permittee shall comply with the provisions of applicable VCAPCD Rules and Regulations, which include but are not limited to, Rule 50 (Opacity), Rule 51 (Nuisance), Rule 55 (Fugitive Dust), and Rule 55.1 (Removal of Visible Roadway Accumulations). ((MND, C-7)
109. Prior to issuance of demolition permits for any structure on the site, Developer shall provide evidence of notifying the Air Pollution Control District of such demolition. Demolition and/or renovation activities shall be conducted in compliance with APDC regularities regarding Asbestos (Rule 63.7). (MND, C-8)
110. Developer shall mitigate air quality emissions associated with development of the subject site through a contribution to the City's Transportation Demand Management (TDM) program. Such fee shall be calculated at the time of building permit issuance in accordance with the Ventura County Air Quality Assessment Guidelines, as amended. Such fee shall be collected in full prior to building permit issuance. (MND, C-9)
111. Prior to grading permit approval, Developer shall include on the grading plans a reproduction of all conditions of this permit pertaining to dust control requirements. (PL)

Biological Resources

112. Nesting Bird and Raptor Survey and Avoidance. In the event that the proposed action is planned to occur within the general bird nesting season, a pre-construction nesting bird survey shall be conducted by a qualified biologist. The nesting season is generally considered February 1 through August 31, with a peak from March to June; however, these dates vary by year depending on prey availability, weather, and other factors. In the event an active bird is observed in the habitats to be removed or in other habitats within 100 feet for songbirds and 500 feet for raptors of the construction work areas, all construction work in the suitable habitat or within 100 feet/500 feet of the suitable habitat must be delayed until after September 1st, or surveys must be continued in order to locate any nests. If an active nest is found, clearing and construction within 100 feet/500 feet of the nest shall be postponed until the nest is vacated and juveniles have fledged, and until there is no evidence of a second attempt at nesting. Limits of construction to avoid a nest site shall be established in the field with flagging and stakes or construction fencing. Construction personnel shall be instructed on the ecological sensitivity of the area. (BIO-1)

Cultural Resources

113. Developer shall contract with a qualified archaeologist to monitor all project-related ground-disturbing activities. In the unlikely event that potentially significant archaeological

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materials are encountered during construction, the applicant must comply with State regulations and City's standard condition of approval for handling such resources. (CUL-2)

Noise

114. The living areas for all residences in the project, including those adjacent to Vineyard Avenue, shall be constructed to include sufficient noise attenuation to reduce interior noise levels to a CNEL of 45 dBA, as required by California building standards. For the estimated exterior CNEL values of 65 dBA, this performance standard requires an exterior-to interior noise reduction of approximately 20 dBA. This noise reduction is routinely achieved in residential construction that is consistent with current California energy conservation standards, and involves measures such as exterior stucco walls with a Sound Transmission Class (STC) rating of 45, double-paned windows with an STC of 37, solid core exterior doors. Building permit applications shall include documentation that the interior standard of 45 dBA CNEL will be achieved through a combination of these or other measures. (N-1(a))
115. The living areas shall contain forced air ventilation. All duct work for ventilation shall include noise louvers at the exterior outlet and/or duct outlets shall be directed either opposite to or perpendicular to Vineyard Avenue. Upper level patio/deck areas shall not be positioned facing the Vineyard Avenue for residences along the western site boundary, or other mitigation to bring exterior living space within City Noise standard of 65 dBA, subject to a Noise Study reviewed and approved by the Planning Manager or designee. N-1(b))
116. Construction Noise Levels. For all construction-related activities, noise-attenuation techniques shall be employed as needed to ensure that noise remains as low as possible during construction, specifically at REC-1 through REC-3. The following noise-attenuation techniques shall be incorporated into contract specifications to reduce the impact of construction noise:
 - Ensure that construction equipment is properly muffled according to industry standards and in good working condition.
 - Place noise-generating construction equipment and locate construction-staging areas away from sensitive uses, where feasible.
 - Schedule high noise-producing activities between the hours of 7:00 AM and 5:00 PM to minimize disruption on sensitive uses.
 - Implement noise attenuation measures to the extent feasible, which may include but are not limited to temporary noise barriers or noise blankets around stationary construction noise sources.
 - Use electric air compressors and similar power tools rather than diesel equipment, where feasible.
 - All stationary construction equipment (e.g., air compressors, generators, impact wrenches, etc.) shall be operated as far away from residential uses as possible and shall be shielded with temporary sound barriers, sound aprons, or sound skins.

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- Construction-related equipment, including heavy-duty equipment, motor vehicles, and portable equipment, shall be turned off when not in use for more than 30 minutes.
- Clearly post construction hours, allowable workdays, and the phone number of the job superintendent at all construction entrances to allow for surrounding owners to contact the job superintendent. If the City or the job superintendent receives a complaint, the superintendent shall investigate, take appropriate corrective action, and report the action taken to the reporting party. (N-2)

Water

117. The applicant shall provide for the allocation of groundwater pumping rights sufficient to serve the development from the Fox Canyon Groundwater Management Agency to the City of Oxnard, consistent with the MND and the ordinances and requirements of the two agencies, prior to recording the final map for the project. (W-1).

ENVIRONMENTAL RESOURCES DIVISION

118. To ensure that solid waste generated by the project is diverted from the landfill and reduced, reused or recycled, Developer shall complete and submit a “City of Oxnard C&D Environmental Resources Management & Recycling Plan” (“Plan”) to the City for review and approval. The Plan shall provide that at least 50% of the waste generated on the project be diverted from the landfill. The Plan shall include the entire project area, even if tenants are pursuing or will pursue independent programs. The Plan shall be submitted to and approved by the Environmental Resources Division prior to issuance of a building permit. The Plan shall include the following information: material type to be recycled, reused, salvaged or disposed; estimated quantities to be processed; management method used; destination of material including the hauler name and facility location. Developer shall use the Plan form.
119. Developer shall follow the approved “City of Oxnard C&D Environmental Resources Management & Recycling Plan” and provide for the collection, recycling, and/or reuse of materials (i.e., concrete, wood, metal, cardboard, green waste, etc.) and document results during construction and/or demolition of the proposed project. After completion of demolition and/or construction, Developer shall complete and submit the “City of Oxnard C&D Environmental Resources Management & Recycling Report For Work Completed” (“Work Completed Report”) and provide legible copies of weight tickets, receipts, or invoices for materials sent to disposal or reuse/recycling facilities. For other discarded or salvaged materials, Developer shall provide documentation, on the disposal facility’s letterhead, identifying where the materials were taken, type of materials, and tons or cubic yards disposed, recycled or reused, and the project generating the discarded materials. Developer shall submit and obtain approval of the Work Completed Report prior to issuance of a certificate of occupancy.

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120. Developer shall arrange for materials collection during construction, demolition, and occupancy with the City's Environmental Resources Division or Developer shall arrange for self-hauling. Regardless of hauling methods, all materials collected must be conveyed to the Del Norte Regional Recycling and Transfer Station.
121. Developer shall make provisions to divert at least 50% of the waste material generated during occupancy through source reduction, recycling, reuse, and green waste programs. Developer shall complete and submit a "City of Oxnard C&D Environmental Resources Management & Recycling Occupancy Plan" ("Occupancy Plan") to the City's Environmental Resources Division. An Occupancy Plan must be submitted and approved prior to issuance of a certificate of occupancy. An Occupancy Plan must be submitted and approved prior to issuance of a certificate of occupancy. A "City of Oxnard C&D Environmental Resources Management and Recycling Occupancy Report" shall be submitted to the Environmental Resources Division annually for approval on the anniversary date of the certificate of occupancy or at any such time that the facility's operational functions change significantly.
122. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer.

DEVELOPMENT SERVICES DIVISION STANDARD CONDITIONS

123. Developer shall pay plan check and processing fees in effect at the time of construction plan submittal and shall pay development fees, encroachment permit fees, and other applicable fees in effect at permit issuance. (DS-1)
124. Developer's Engineer shall design parking lot structural sections based on an analysis of the soils R-value and a traffic index (T.I.) approved by the City Engineer. The minimum structural section for parking lots is two inches of asphalt on four inches of base material. Developer shall indicate the proposed structural section and design T.I. on the site improvement plans. (DS-2)
125. Developer shall have the site improvement plans prepared using standard Development Services Division format(s) by a civil engineer licensed in the State of California. The plans shall incorporate recommendations from soil engineering and geology reports. Prior to issuance of a grading permit, improvement plans must be approved by the City Engineer and ink-on-mylar plans filed with the Development Services Division. (DS-3)
126. Developer shall submit improvement plans and drainage calculations demonstrating that storm drain runoff from the project property and all upstream areas will be safely conveyed to an approved drainage facility. The design and conveyance route shall be compatible with the City's Master Plan of Drainage and shall be approved by the City Engineer prior to approval of improvement plans. (DS-4)

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127. Developer shall protect building pads from inundation during a 1% chance (100year) storm. (DS-5)
128. Curb cut widths and design shall conform to City ordinances, standards, and policies in effect at the time City issues an encroachment permit. (DS-9)
129. Developer's site improvement plans shall include an onsite sewer plan. (DS-10)
130. Developer shall provide fire hydrants such that all points of all structures are within one hundred fifty (150) feet of a fire hydrant, or as otherwise approved by the Fire Department. Fire hydrant line improvements shall be designed in accordance with City standards and shown on the civil site improvement plans prior to issuance of a site improvement/grading permit. Developer shall provide the City with an easement over onsite waterlines using standard City format. (DS-11)
131. Developer shall install onsite and offsite electric, cable, telephone and similar utility service laterals underground in accordance with City ordinances in effect at the time City issues a building permit. Services shall be installed underground to the nearest suitable riser pole as determined by the appropriate utility service provider. (DS-12)
132. Developer shall enter into an agreement, approved as to form by the City Attorney, to install and construct all public improvements required by this permit and by the City Code. Developer shall post security satisfactory to the Finance Director, guaranteeing the installation and construction of all required improvements within the time period specified in the agreement or any approved time extension. (DS-14)
133. A California licensed civil engineer shall prepare the public improvement plans and documents for this project in accordance with City standards and shall submit all such plans to the City Engineer. Submittal shall include, but not necessarily be limited to, grading, street, drainage, sewer, water and other appurtenant improvement plans, construction cost estimates, soils reports, and all pertinent engineering design calculations. City will not approve a parcel map or final map nor issue a grading, site improvement or building permit until the City Engineer has approved all improvement plans. (DS-15)
134. Prior to issuance of a site improvement permit, Developer shall provide to the Development Services Division a compact Disc (CD) containing digital copies of all project maps, address map, and/or civil improvements drawings in DWG format. Prior to improvement bond release, Developer shall provide an updated CD containing all changes that occur during construction. (DS-16)
135. Developer shall process permanent master planned improvements that are eligible for reimbursement in accordance with City policies, resolutions, and ordinances in effect at the time of recordation of the final map or parcel map or if there is no map, then at the time of public improvement plan approval. (DS-17)

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136. Developer shall provide all necessary easements for streets, highways, alleys, sidewalks, parkways, landscaping, utilities, drainage facilities, or other improvements as required by City. If such easements cannot be obtained from the property owner by negotiation, City may acquire them at the expense of Developer by exercise of the power of eminent domain. Developer shall bear all costs of eminent domain proceedings, including appraisal, acquisition, attorney's fees, and court costs. Before City issues a site improvement permit, Developer shall dedicate all required easements to City. (DS-19)
137. Developer shall remove graffiti from the project, including graffiti on offsite public infrastructure under construction by Developer, within 24 hours of its appearance. If Developer fails to remove graffiti in accordance with this condition, the City may at the discretion of the Development Services Manager issue a stop work order until such time as the graffiti is removed. (DS-20)
138. The conditions of this resolution shall prevail over all omissions, conflicting notations, specifications, dimensions, typical sections, and the like, that may or may not be shown on the improvement plans. (DS-21)
139. Developer shall pay the cost of all inspections of onsite and offsite improvements. (DS-22)
140. Developer shall be responsible for all project related actions of Developer's employees, contractors, subcontractors, and agents until City accepts the improvements. (DS-23)
141. Prior to beginning construction, Developer shall designate in writing an authorized agent who shall have complete authority to represent and to act for Developer. The authorized agent shall be present at the work site whenever work is in progress. Developer or the authorized agent shall make arrangements acceptable to City for any emergency work. When City gives orders to the authorized agent to do work required for the convenience and safety of the general public because of inclement weather or any other cause, and the orders are not immediately acted upon by the authorized agent, City may do or have such work done by others at Developer's expense. (DS-24)
142. "Standard Specifications for Public Works Construction" latest edition (including modifications thereto by City) and applicable City Standard Plates and Design Criteria shall be the project specifications, except as noted otherwise on the approved improvement plans. City reserves the right to upgrade, add to, or revise these specifications and plans and all other City ordinances, policies, and standards. If the improvements required of this project are not completed within 12 months from the date of City's approval of the improvement plans, Developer shall comply with and conform to any and all upgraded, additional or revised specifications, plans, ordinances, policies and standards. (DS-27)
143. Prior to issuance of a grading/site improvement permit, developer shall obtain Community Development Director approval for any proposed construction phasing. The improvement plans (and associated phasing plans) shall clearly indicate any interim or offsite improvements required by City. (DS-28)

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144. Developer shall retain a California licensed Civil Engineer to ensure that the construction work conforms to the approved improvement plans and specifications and to provide certified "asbuilt" plans after project completion. Developer's submittal of certified "asbuilt" plans is a condition of City's final acceptance of the project and release of any associated security. (DS-29)
145. All grading shall conform to City's standard grading notes, City Code, and recommendations of Developer's soils engineer as approved by the City Engineer. (DS-30)
146. Developer shall construct sufficient drainage facilities concurrent with rough grading operations to mitigate any potential flooding or erosion affecting adjacent properties and public rights-of-way. (DS-31)
147. Developer shall design all slopes steeper than 5 (horizontal) to 1 (vertical) with a minimum 18 inch wide level area (at both top and bottom of slope) where it adjoins a wall, fence, sidewalk, trail, curb or similar improvement. (DS-32)
148. Storm drain, sewer and water facilities shall conform to applicable City Master Plans. Developer shall prepare plans for these facilities in accordance with City's engineering design criteria in effect at the time of improvement plan submittal. Developer shall submit plans with pertinent engineering analyses and design calculations for review and approval by the City Engineer prior to issuance of a site improvement permit. (DS-34)
149. Prior to issuance of a site improvement permit, Developer shall provide to the City Engineer easements or written consent (as determined appropriate by the Community Development Director) from all affected landowners for any diversion of historical flows or change in drainage conditions caused by the project. (DS-36)
150. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer. (DS-38)
151. Developer shall install water mains, fire hydrants and water services in conformance with City standard plates, design criteria and specifications as directed by the City Engineer. (DS-41)
152. Developer shall install City approved backflow prevention devices for water connections if so ordered by the City Engineer. (DS-45)
153. Prior to designing the water system for the project, Developer shall have a certified fire flow test performed to determine existing water pressure and flow characteristics. The water system shall be designed to allow for a 10 psi drop in the static water pressure measured during the fire flow test. After construction and before City issues a certificate of occupancy, the City Engineer may require a second test. Developer shall obtain permits from the City Engineer prior to performing tests. Developer shall have all tests certified by

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- a mechanical, civil, or fire protection engineer and provide written results of all tests to the City Engineer. (DS-47)
154. Developer shall construct all street and road improvements in conformance with the City Code, the City's 2030 General Plan, and any applicable specific plan. (DS-48)
 155. Street and road improvements shall conform to City standard plates, design criteria and policies. Improvements shall include upgrading of existing pavement along the project frontage to City standards by removing and replacing or overlaying, as directed by the City Engineer. (DS-51)
 156. Developer shall improve all streets, alleys, sidewalks, curbs, and gutters adjacent to the project in accordance with City standards, as necessary to provide safe vertical and horizontal transitions. (DS-52)
 157. Developer shall provide soils reports, "R" value tests, and compaction tests for all streets. Determination of the actual structural sections shall be based on City's design procedure, "R" value tests of in-place soils, and approved traffic indices. (DS-53)
 158. Developer shall install all water, gas, sewer, storm drain, electrical, cable television, and telephone lines before any paving is placed. (DS-54)
 159. Developer shall be responsible for and bear the cost of replacement of all existing survey monumentation (e.g., property corners) disturbed or destroyed during construction, and shall file appropriate records with the Ventura County Surveyor's Office. (DS-64)
 160. Developer shall construct a concrete apron along the length of the trash enclosure opening that extends a minimum of 15 feet from the face of the enclosure. (DS-69)
 161. Developer shall provide adequate vehicle sight distance as specified by CalTrans specifications at all driveways and intersections. (TR-71)
 162. Developer shall install bike racks in accordance with City standards at locations approved by City Traffic Engineer. (TR-73)
 163. Prior to issuance of a building permit, all traffic signal, pavement marking and sign plans shall be prepared by a registered California traffic engineer and approved by the City Engineer prior to issuance of a grading, site improvement or a building permit. (TR-74)
 164. Prior to issuance of an encroachment permit, Developer's shall obtain City's approval of a contractor qualified to install traffic signals, pavement markings and signs. (TR-76)

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STORMWATER QUALITY CONDITIONS

165. Developer shall design project to minimize degradation of stormwater quality by complying with the applicable sections of the Los Angeles Regional Water Quality Control Board's municipal separate storm sewer system ("MS4") permit (Order R4-2010-0108 including all revisions) for new development and redevelopment projects. Developer shall submit stormwater quality calculations and associated construction plans demonstrating compliance with the MS4 permit. Calculations shall generally be organized to follow the steps outlined in Chapter 2 of the 2011 Technical Guidance Manual for Stormwater Control Measures ("2011 TGM"). (DS-78)
166. Developer shall construct double-bin trash enclosures (one bin for recycle use) with a solid non-combustible roof (8-foot minimum clearance) that prevents stormwater from entering the refuse bins. Developer shall construct all other components of the trash enclosure in accordance with the approved City Standard Plan on file with the Development Services Division. Developer shall finish the trash enclosure to match the major design elements of the main structure subject to approval by the Planning Division. The location and configuration of the enclosure shall be approved by the Environmental Resources Division. All site refuse bins shall be stored in an approved enclosure. No objects other than refuse bins may be stored in the enclosure without the written permission of the Environmental Resources Division. (DS-79)
167. Developer's stormwater quality calculations shall include site specific analysis and recommendations from a geotechnical engineer, and if applicable, a landscape architect for design and implementation of stormwater treatment and infiltration devices. Geotechnical Engineering analysis and recommendations shall include, but not necessarily be limited to, determination of site specific soil infiltration rates, depth to permeable soil layers, methods to reach permeable soil layers, appropriate compaction rates, recommendations to enhance infiltration, and other requirements of the 2011 TGM. Landscape architectural recommendations shall include, but not necessarily be limited to, suggestions regarding appropriate vegetation and soil amendments for vegetated infiltration devices. Project plans shall implement approved design recommendations. (DS-81)
168. Using forms provided by the Development Services Division, Developer shall submit a stormwater quality control measures maintenance and operations plan ("the Plan") for this project. If the BMPs implemented with this project include proprietary products that require regular replacement and/or cleaning, Developer shall provide proof of a contract with an entity qualified to provide such periodic maintenance. The property owner is responsible for the long-term maintenance and operation of all BMPs included in the project design. Upon request by City, property owner shall provide written proof of ongoing BMP maintenance operations. No grading or building permit shall be issued until the Development Services Manager approves the Plan and Developer provides an executed copy of the City's stormwater covenant with the Plan included as an exhibit for recordation by the City. (DS-82)

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169. Developer's stormwater quality control measures maintenance and operations plan shall include: 1) Requirement to clean on-site storm drains at least twice a year; once immediately before the first of October (the beginning of the rainy season) and once in January. The City Engineer may require additional cleaning; 2) Requirement to maintain parking lots free of litter and debris. Developer shall sweep sidewalks, drive aisles, and parking lots regularly to prevent the accumulation of litter and debris. When swept or cleaned, debris must be trapped and collected to prevent entry into the storm drain system. Developer may not discharge any cleaning agent into the storm drain system; 3) Requirement to label all on-site storm drain inlets with the message "Don't Dump - Drains to Ocean" in accordance with City standards. (DS-83)
170. Developer shall provide pre-treatment for all infiltration based stormwater quality Best Management Practices ("BMPs"). Pre-treatment devices must effectively reduce sediment load entering infiltration BMPs to minimize occlusion of underlying soils and reduce long term maintenance requirements and thereby maintain the infiltration capacity of the BMP. 2011 TGM compliant pre-treatment such as vegetated swales are an approved form of pre-treatment. Proprietary pre-treatment devices must be capable of removing 80% of 50 micron particles to be considered adequate pre-treatment. Typical catch basin inserts do not provide the sufficient sediment storage to provide pre-treatment. (DS-85)
171. Prior to issuance of a grading, building or demolition permit and prior to commencement of any clearing, grading or excavation, Developer shall provide evidence of assignment of a permit identification number by the California State Water Resources Control Board indicating submittal of a Notice of Intent (NOI) by the Developer in accordance with the NPDES Construction General Permit. Developer shall comply with all requirements of the General Permit and the Ventura Countywide MS4 Permit, including preparation of a Stormwater Pollution Prevention Plan (SWPPP). Developer shall keep the SWPPP updated to reflect current site conditions and a copy of the SWPPP shall be kept onsite and available for City or designated representative to review upon request. (DS-86)
172. Developer shall install 'Full Capture System Devices' ("Devices") certified by the State Water Resources Control Board Executive Director in compliance with the Statewide Trash Amendments ("Amendments") in all catch basins accepting stormwater runoff from any portion of this project that meets the definition of 'Priority Land Use' as defined by the Amendments at the time of issuance of a grading/site improvement permit. The Devices shall be sized and designed in accordance with requirements of the Amendments and the Technical Guidance Manual for Stormwater Quality Control Measures ("TGM"). (DS-88)
173. Developer shall construct proposed walkways that cross vehicular drive aisles of colored enhanced concrete. The concrete color shall contrast with the parking lot paving material to clearly identify pedestrian areas. (DS-101)
174. Developer shall pay to the County of Ventura a road mitigation fee in accordance with the agreement between the City and the County of Ventura. Proof of payment shall be

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provided to the Development Services Division prior to issuance of a building permit. (DS-105)

DEVELOPMENT SERVICES DIVISION SPECIAL CONDITIONS

175. Developer shall process the final map for Tract 5998 (PZ 17-300-03) concurrent with the site improvement plans for this project. The final map shall be processed for recordation concurrent with approval of the site improvement plans for this project. (DS)
176. Developer's geotechnical engineer shall perform percolation tests on the exposed bottom of all infiltration facilities immediately prior to facility construction and provide the City with a written opinion that the exposed soil layer is suitable for the proposed infiltration facility based on review of the existing geotechnical reports, percolation tests, infiltration facility design, and characteristics of the exposed soil layer. The report shall be reviewed and approved by the project civil engineer. (DS)
177. The percolation tests for this project shall include implementation of the reduction factor specified in the "Guidelines for Design, Investigation, and Reporting for Low Impact Development Stormwater Infiltration" published in the Administrative Manual of the County of Los Angeles Department of Public Works. This reduction factor is in addition to the safety factor specified in the Technical Guidance Manual. (DS)
178. Developer shall provide evidence that all underground infiltration and/or detention systems constructed as part of this project are anticipated to have a minimum 75-year life expectancy. (DS)
179. Developer shall provide calculations demonstrating that the proposed in-line infiltration system (including pre-treatment device) is capable of safely conveying stormwater underground during a 10% chance (10-year) event without re-suspending pollutants. Calculations shall also demonstrate that nearby structures are protected during a 1% chance (100-year) event. (DS)
180. Developer shall include in the project drainage report an evaluation of the quantity of stormwater currently conveyed within Vineyard Avenue at the north property line of the project. If the quantity of stormwater exceeds City standards, Developer shall extend the proposed Vineyard Avenue stormdrain line to the north property line and construct a catch basin inlet to convey the stormwater underground. Final design of this system is subject to approval of the Development Services Manager. (DS)
181. Developer's drainage study shall include a determination of the unused stormwater capacity of the existing 54-inch stormdrain line in Vineyard Avenue. Stormwater runoff from this project shall be designed as the lessor of the unused 54-inch pipe capacity or the discharge limits placed on the project by the Ventura County Watershed Protection Agency. (DS)

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182. Developer's engineer shall design the site grading to provide a secondary overflow path that will provide a safe drainage path if the underground drainage system becomes obstructed. Discussion of the secondary overflow path shall be included in the project drainage report. (DS)
183. Developer shall construct project trash enclosure sized to contain a minimum of two (2) 4-yard bins (one bin for recycle use) with a solid non-combustible roof (8-foot minimum clearance) that prevents stormwater from entering the refuse bins. Developer shall design the trash enclosure in conformance with the approved City Standard Plan on file with the Building & Engineering Division. Developer shall finish the trash enclosure to match the major design elements of the main structure subject to approval by the Planning Division. The location and configuration of the enclosure shall be approved by the Environmental Resources Division. All site refuse bins shall be stored in an approved enclosure. No objects other than refuse bins may be stored in the enclosure without the written permission of the Environmental Resources Division. (DS)
184. Developer shall construct proposed walkways that cross vehicular drive aisles of colored enhanced concrete. The concrete color shall contrast with the parking lot asphalt to clearly identify pedestrian areas. (DS)
185. Developer shall properly abandon any existing sewer or water lateral extended to the site that is not used by the project. (DS)
186. Prior to issuance of a grading/site improvement permit, Developer shall provide evidence of recordation of an agreement (or similar document) between parcels 1 and 2 of Tract 5998 that provides for shared use and maintenance of the proposed shared onsite sewer main. (DS)
187. Prior to issuance of a site grading permit, Developer shall provide evidence that all existing onsite water wells (whether operational or not) have been properly destroyed in accordance with California Department of Water Resources standards. The City is currently aware that at least 2 water wells have been previously drilled on this site. (DS)
188. Prior to issuance of a grading/site improvement permit, Developer shall provide evidence of recordation of a reciprocal access agreement (or similar document) memorializing the proposed shared driveway between parcels 1 and 2 of Tract 5998. The document shall assign management of the maintenance to a specific lot. (DS)
189. Developer shall place existing overhead utility lines on and adjacent to the project underground in accordance with City Code in effect at the time City issues a grading/site improvement permit. The current City Code does not require the placement of lines conducting in more than 33kv underground. Prior to issuance of the grading/site improvement permit, Developer shall post security satisfactory to the Finance Director guaranteeing utility relocation including the cost of any required pole relocation. (DS)

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190. Developer shall relocate existing high voltage (conducting in excess of 33kv) power poles to a location that is behind the proposed Vineyard Avenue sidewalk. (DS)
191. Developer shall install fire hydrants along the project's Vineyard Avenue frontage as directed by the Fire Marshall. (DS)
192. Developer shall install bike racks in accordance with the requirements of the City of Oxnard Bicycle & Pedestrian Facilities Master Plan. Bicycle racks shall be installed a maximum of 50-feet from the front entrance of the establishment where there is natural surveillance and adequate light during dark hours. Final location of the bike racks shall be approved by the City Traffic Engineer. (TR)

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 21st day of November, 2019, by the following vote:



Deidre Frank, Chair

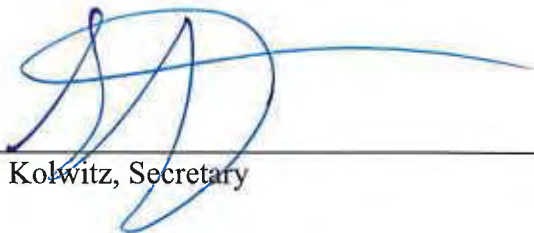
I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held this 21st day of November, 2019, and carried by the following vote:

AYES: Commissioner(s): Chua, Sanchez, Chavez, Dozier, Fuhring, Meyer, Frank

NOES: Commissioner(s):

ABSENT: Commissioner(s):

ABSTAIN: Commissioner(s):



Scott Kolwitz, Secretary

RESOLUTION No. 2019-38
[PZ 17-500-13]

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 17-500-13 (SPECIAL USE PERMIT) TO DEMOLISH FIVE FORMER EL RIO ELEMENTARY SCHOOL BUILDINGS AND TO ABANDON A WATER WELL AND TO ALLOW THE CONSTRUCTION OF 167 ATTACHED CONDOMINIUMS, INCLUDING 17 LOW AND THREE MODERATE INCOME DEED-RESTRICTED UNITS, IN EIGHT THREE-STORY STRUCTURES (38 FEET IN HEIGHT) THAT INCLUDE A FITNESS CENTER, A 1,068 GSF RECREATION PAVILION, FOUR REFUSE STRUCTURES, 169 RESIDENT GARAGES AND 163 SURFACE PARKING SPACES, 93 GUEST PARKING SPACES, STORMWATER RETENTION AND TREATMENT FACILITIES, ON-SITE UTILITIES AND OFF-SITE CONNECTIONS, LANDSCAPING, SIX PLAY AREAS AND A TOT LOT ON THE PROPERTY LOCATED AT 2714 EAST VINEYARD AVENUE, SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY RIO SCHOOL DISTRICT, 2500 E. VINEYARD AVE., OXNARD, CA AND THE PACIFIC COMPANIES, 430 E. STATE STREET #100, EAGLE, IDAHO.

WHEREAS, the Rio School District (RSD) owns a 9.90 acre parcel located at 2714 East Vineyard Avenue (APN 145-0-232-010) abutting a 1) 0.34 acre portion of County of Ventura public right-of-way which is proposed to be included within the project area and that is coterminous with the north edge of the RSD parcel and 2) the City of Oxnard corporate limits that are coterminous with the south and west edges of the RSD parcel; and

WHEREAS, the RSD declared the closed El Rio Elementary School on the parcel located at 2714 East Vineyard Avenue as a surplus school site, completed a reuse feasibility study, and partnered with The Pacific Companies to propose redevelopment of the property; and

WHEREAS, the RSD and The Pacific Companies jointly filed entitlement applications with the City of Oxnard on March 28, 2017 for Annexation (PZ No. 17-610-01), General Plan Amendment (PZ No. 17-620-01), Pre-Zoning (PZ No. 17-560-01), two Special Use Permits (PZ Nos. 17-500-05 and 17-500-13), Density Bonus (PZ No. 17-535-02) and a Tentative Subdivision Map (PZ No. 17-300-03); and

WHEREAS, the RSD and The Pacific Companies would develop a 1.12 acre "Parcel 1" with a two-story, 15,000 gsf office building with 60 standard parking spaces and one motorcycle space; develop a 9.12 acre "Parcel 2" with 167 one- to three-bedroom attached apartment condominiums in eight three-story structures (up to 38 feet in height) that include a fitness center and 17 low and three moderate income deed-restricted units, a 1,068 gsf recreation pavilion, four refuse structures, 169 resident garages and 163 parking spaces, 93 guest parking spaces, 6 motorcycle spaces, stormwater retention and treatment facilities, on-site utilities and off-site connections, landscaping, six play areas and a tot

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lot, dog run; relocate four Southern California Edison (SCE) 66kV power poles; and widen and improve Vineyard Avenue by 23 feet ("Project"); and

WHEREAS, related Project approvals are required by the Local Agency Formation Commission, County of Ventura, California Department of Transportation, Calleguas Municipal Water District, and the Metropolitan Water District of Southern California; and

WHEREAS, the Project was initially reviewed by the City Council as a Pre-Application in 2015 which identified parking, compatibility, and on-site recreational amenity issues that were addressed by changes to the Project; and

WHEREAS, the Project applicants participated in a Community Workshop on June 18, 2018 and made presentations to the El Rio Municipal Advisory Committee on June 21, 2018; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA), the Community Development Director provided public notice of the intent of the City to adopt a Mitigated Negative Declaration (MND No. 2017-04) for the Project, the Project MND was circulated for public comment for 30 days between July 19, 2019 and August 19, 2019, and no comments were received that changed the MND mitigations or findings; and

WHEREAS, the Planning Commission has considered MND No. 2017-04 before making its recommendation herein and the MND's mitigation monitoring and reporting program is included in the MND document and incorporated by reference in this and related resolutions and permits; and

WHEREAS, the Planning Commission is concurrently recommending the City Council adopt MND 2017-04 and approve the Annexation, General Plan Amendment, Pre-Zoning, Density Bonus, and Tentative Subdivision Map; and

WHEREAS, the Planning Commission is concurrently considering a Special Use Permit (PZ No. 17-500-05) application for a two-story 15,000 square foot office building on the northwest corner of the RSD parcel separate but connected to the present project, subject to approval of the related actions within that special use permit's conditions of approval; and

WHEREAS, the Project has been reviewed by the Development Advisory Committee (DAC) and the DAC has prepared conditions of approval that are incorporated within the recommended permits; and

WHEREAS, the Planning Commission has held a duly noticed public hearing on October 3, 2019 and received and reviewed written and oral comments, presented staff and the Applicant with a series of questions; and continued the hearing to November 7, 2019; and

WHEREAS, the November 7, 2019 Planning Commission meeting was canceled and all agenda items continued to the meeting of November 21, 2019; and

WHEREAS, the Planning Commission considered replies to the October 3, 2019 questions, and accepted into the record corrections and clarification to MND 2017-04 in compliance with CEQA; and

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WHEREAS, the Planning Commission finds after due study and deliberation that the public interest and general welfare require the approval of Special Use Permit PZ No. 17-500-13 for development of a 167 multifamily unit residential community on a portion of the parcel located at 2714 East Vineyard Avenue.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF OXNARD:

SECTION 1. Based on the entire record before the Planning Commission and all written and oral evidence presented, including the Planning Commission Staff Report and all attachments thereto, the Planning Commission finds:

- (1) The proposed use is in conformance with the City of Oxnard General Plan and other adopted standards.**

The project includes a General Plan Amendment to change the land use designation from School to Commercial General, and the project includes a Pre-Zoning of General Commercial Planned Development (C2-PD).

The project's commercial and residential uses are consistent with the General Plan land use designation and zoning as discussed in great detail in Sections 6 (c), 6 (d), and 6 (j) and Section 7 of the Planning Commission Staff Report. The project also includes a Density Bonus for a two percent density bonus (3 additional units), reduced parking standards, and a concession to reduce the Interior Yard Space requirement from 30 to 24 percent of the parcel area.

As discussed in greater detail in Sections 6 (c) through 6 (h) and Section 7 of the Planning Commission Staff Report, the Project as designed and conditioned meets all applicable development standards with application of one Density Bonus permit concession for reduction of interior yard space, three PD standards adjustments for building height, number of stories and storage space size, and administrative relief under OCC 16-651(B)(2), "Off-site parking" for distance to condominium parking spaces.

Therefore, the project is in conformance with the 2030 General Plan and the elements thereof and other adopted standards.

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- (2) **The nature, condition, and development of adjacent uses, buildings, and structures shall be considered, and no proposed special use permit shall be granted if the approval body finds such use will adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.**

The use is consistent with uses considered and permitted by the General Commercial-Planned Development (C-2-PD) zone that is the consistent zone designation for the General Plan Commercial General land use designation. The Project as designed and conditioned will be architecturally compatible with the surrounding area and will enhance and improve the existing conditions of the site and neighborhood. Construction activities, anticipated uses, and development design will be subject to standard construction requirements of the Building, Fire, Traffic Codes and Planning Division requirements. Therefore, as conditioned, the use and improvements are not expected to have adverse effects or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.

- (3) **The site that is subject to the special use permit shall be adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping, and all items required by the conditions of approval.**

The project as designed and conditioned meets the development standards of the General Commercial Planned Development (C-2-PD) zone, "Garden Apartment Zone" (R-3) zone, and Attached Dwelling Units standards, as described above in Finding Section 2(1). As such, the subject site is adequate in terms of size and as developed the development meets or exceeds the City's design standards.

- (4) **The site that is subject to the special use permit shall be served by streets and highways adequate in width and improved as necessary to carry the kind and quantity of traffic such use will generate.**

The project will be accessed from Vineyard Avenue and the site has sufficient access to streets and highways that are adequate in size and existing intersections adjacent to the project site will operate at acceptable levels of service, as described in great detail in the Planning Commission Staff Report Sections 5 and 6 (g).

- (5) **The site for the proposed use will be provided with adequate sewerage, water, fire protection and storm drainage facilities.**

The Project is considered redevelopment that has been found to be consistent with anticipated reuse for this surplus school district site. Furthermore, the Project will be served by existing City of Oxnard water and sewer mains and adequate Fire Protection will be provided as determined by the Development Advisory Committee. In accordance with the Stormwater Quality Conditions of this

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Resolution, the Project's design will comply with stormwater control measures as required by the Los Angeles Regional Water Quality Control Board's municipal separate storm sewer system ("MS4") permit.

SECTION 2. This Resolution shall not become effective unless and until the City of Oxnard City Council adopts Mitigated Negative Declaration 2017-04, as amended, and approves the associated Annexation (PZ No. 17-610-01), General Plan Amendment (PZ No. 17-620-01), Pre-Zoning (PZ No. 17-560-01), Density Bonus (PZ No. 17-535-02) and Tentative Subdivision Map (PZ No. 17-300-03) and the Ventura County Local Agency Formation Commission (LAFCo) approves the Annexation. If the City Council or LAFCo fail to approve the Annexation, then this Resolution shall become null and void and be of no further force and effect.

SECTION 4. Based on the findings set forth herein, the Planning Commission hereby approves Planning and Zoning Permit No. 17-500-13 (Special Use Permit), subject to the attached conditions of approval.

SECTION 5. The decision of the Planning Commission shall be final unless an appeal of the action is filed in accordance with the provisions of Oxnard City Code Section 16-545.

SECTION 6. The Secretary shall certify the adoption of this Resolution.

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CONDITIONS OF APPROVAL FOR LAND USE PERMITS

Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-1*) while some are taken from environmental documents (e.g. *MND-S2*).

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning Division
DS	Dev Services/Eng Dev/Inspectors	TR	Traffic Division
PD	Police Department	B	Building Plan Checker
SC	Source Control	FD	Fire Department
PK	Landscape Design	CE	Code Compliance

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, *G-1*).
2. This permit is granted for the plans dated May 2, 2019, ("the plans") on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in the exceptions listed below, or unless a minor modification to the plans is approved by the Planning and Environmental Services Manager ("Planning Manager") or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major modification shall be required for substantial changes or increases in such items. The following project changes may be reviewed and approved during the plan check process and do not individually or cumulatively require a Minor or Major Modification permit subject to a substantial conformity finding by the Planning Manager and payment of incurred staff review time:
 - a. Addition of a elevators in any residential structure, and related changes to the floor plan, roof plan dna elevations;
 - b. Addition of a swimming pool and related changes to the site plan, utilities, lighting, irrigation, and landscape plans;
 - c. Modifications to the pedestrian connection to the Vallarta Market property and related changes to the site plan, paving, utilities, lighting, irrigation, and landscape plans; and
 - d. Modifications to roof structure design to either reduce overall height and/or incorporate solar panels and related equipment. (PL, *G-2 modified*)

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3. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Developer to provide security or an executed agreement approved by the City Attorney to ensure completion of such improvements. (DS, G-4)
4. By commencing any activity related to the project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA, G-5)
5. Developer agrees, as a condition of adoption of this resolution, at Developer's own expense, to indemnify, defend and hold harmless the City and its agents, officers and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul the approval of the resolution or any condition attached thereto or any proceedings, acts or determinations taken, done or made prior to the approval of such resolution that were part of the approval process. (CA, G-6)
6. Any covenants, conditions, and restrictions (CC&Rs) applicable to the project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall prevail. (CA, G-7)
7. Developer shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, G-8)
8. Developer shall provide off-street parking for the project, including the number of spaces, stall size, paving, striping, location, and access, as required by the City Code. (PL/B, G-9)
9. Before placing or constructing any signs on the project property, Developer shall obtain a sign permit from the City. Except as provided in the sign permit, Developer may not change any signs on the project property. (PL/B, G-10)
10. Developer shall obtain a building permit for any new construction or modifications to structures, including interior modifications, authorized by this permit. (B, G-11)
11. Developer shall not permit any combustible refuse or other flammable materials to be burned on the project property. (FD, G-12)
12. Developer shall not permit any materials classified as flammable, combustible, radioactive, carcinogenic or otherwise potentially hazardous to human health to be handled, stored or used on the project property, except as provided in a permit issued by the Fire Chief. (FD, G-13)

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13. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, G-14)
14. Prior to issuance of building permits, Developer shall correct all violations of the City Code existing on the project property for which the Code Compliance Division has open cases. (PL, G-15).

LANDSCAPE STANDARD CONDITIONS

15. Prior to submittal of landscape and irrigation plans, Developer shall obtain approval of the Planning Manager or designee of a plan showing on the project property all existing trees and identifying the trees to be saved, transplanted or removed. (PK, PK-1)
16. Prior to issuance of building permits or the proposed use is initiated, whichever comes first, Developer shall submit two copies of landscape and irrigation plans, along with the appropriate permit application and fees, to the Development Services Division and obtain approval of such plans. (PK/DS, PK-2)
17. Prior to issuance of a certificate of occupancy, Developer shall install landscape and automatic irrigation systems that have been approved by the Parks and Facilities Superintendent. (PK, PK-3)
18. Developer shall properly maintain landscape planting and all irrigation systems as required by the City Code and as specified by this permit. Failure of Developer to do so may result in the revocation of this permit and initiation of legal proceedings against Developer to ensue compliance (PK, PK-4)
19. Prior to the issuance of City issues a certificate of occupancy, Developer shall provide a watering schedule to the building owner or manager and to Planning Division or designee. The irrigation system shall include automatic rain shut-off devices, or instructions on how to override the irrigation system during rainy periods. (PK, PK-5)
20. All trees planted or placed on the property by Developer shall be at least 24-inch-box size. All shrubs and vines shall be at least five-gallon size, except as otherwise specified by this permit. (PK, PK-6)
21. At the time of landscape plan check submittal, the landscape planting and irrigation plans shall comply with the current title 23 Model Water Efficient Landscape Ordinance (MWELo). (PK, PK-7.1)

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MEDIAN/PARKWAY

22. Developer shall submit four sets of median and parkway landscape and irrigation plans with the first submittal of public improvement plans. The City shall approve median and parkway landscape and irrigation plans when the City approves public improvement plans. Before the City issues a building permit, the irrigation plans must be approved for proper meter size, backflow prevention device, and cross connection control by the Water Production Supervisor or designee. (DS/ PK, PK-14)
23. Before the City accepts medians and parkways from Developer, the landscaping thereon must complete a plant establishment period of 90 days or such other time as specified in this permit. (PK/DS, PK-15)

WATER CONSERVATION

24. Developer shall install an irrigation system that includes a water sensor shut off device as a water conservation measure. (PK, PK-22)
25. At time of submittal to the Building and Engineering Division for plan check, Developer's Landscape Architect or Architect shall provide the City with written confirmation that they have reviewed the civil engineering construction drawings and that the NPDES requirements are not in conflict with meeting the City's landscape requirements. (PK, PK-23)
26. Developer shall include a note on the Landscape Plans submitted to the Building and Engineering Division for a building permit that "all landscaping and irrigation comply with Ordinance No. 2822, which adopted the City of Oxnard Landscape Water Conservation Standards, and applicable water conservation requirements of the State of California". (PK, PK-24)
27. At the time of Plan Check submittal, the landscape plans shall contain an exhibit titled "Tree Tabulation Chart". The Tree Tabulation Chart shall contain a listing of all existing trees on site and shall refer to them by number as identified in the Arborist's Tree Report. The Tree Tabulation Chart shall clearly list all trees to remain, be removed or transplanted. The Chart shall contain the Arborist's economic appraisal value of each tree(s) removed as well as computations and calculations showing how the value of the removed tree(s) was put back into new tree sizes for the project that are in addition to meeting the City's minimum tree size of 24" box. (PK)

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LANDSCAPE SPECIAL CONDITIONS

28. Sheet L-02. Planting to extend to fully screen parking spaces.
 - a. A 36" high visual barrier shall be provided to screen parked cars from City streets. Barrier may be a wall or earthen berm with additional planting to achieve 36" height as measured from the top of the parking lot curb. Suitable sight-distance shall be maintained at corners and driveways. Parking lot screen hedges adjacent to the roadway shall be 36" in height at time of planting. (PL)
29. Sheets A-010 & L-02. Transformers shown in conflict with parking lot tree locations.
 - b. Tree finger planters required for every ten parking spaces and at ends of drive aisles. For every ten parking spaces in single-loaded parking bay row, at least one perpendicular or diagonal landscape planter shall be provided, having minimum dimensions of 9 feet wide by the length of the adjacent parking stall, measured from outside curb face to outside curb face, and containing one tree, shrubs, and groundcover. Configurations other than perpendicular or diagonal planters may be approved by the parks and facilities superintendent, planning director or planning commission.
 - c. All hardware, equipment enclosures, transformers, trash enclosures, gas meters, electrical vents, irrigation controllers, backflow devices, etc. in parking lot planters shall be substantially screened with shrubs and/or vines, 5 gallon size minimum. Trash enclosures to be screened with planting. (PL)
30. Show locations of light standards on landscape plan and tree locations on lighting plan. Identify and resolve any conflicts. (PL)
31. Written confirmation shall be provided that the Landscape Architect or Architect has reviewed the civil engineer's construction drawings and that the NPDES requirements are not in conflict with meeting the City's landscape requirements. (PL)
32. Irrigation plan to be provided. Provide required water use calculations and water budget calculations for review. City "Statement of Compliance" signed by a California licensed Landscape Architect or Architect required. Confirm planting hydrozones. (PL)
33. At the time of plancheck submittal, the Landscape shall show that all plant material within a 30-foot triangle at the intersection of Vineyard Avenue and any driveway shall be no more than three feet in height at maturity above curb level.
34. Developer shall install sod or other alternative drought tolerant and California native friendly landscaping in the lawn areas. (PK, PK-13, modified)

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FIRE DEPARTMENT STANDARD CONDITIONS

35. Developer shall construct all vehicle access driveways on the project property to be at least 26 feet wide. Developer shall mark curbs adjacent to designated fire lanes in parking lots to prohibit stopping and parking in the fire lanes. Developer shall mark all designated fire lanes in accordance with the California Vehicle Code. (FD/B, *F-1*)
36. All roof covering materials on the project property shall be of non-combustible or fire retardant materials approved by the Fire Chief and in compliance with the City Code. (FD, *F-2*)
37. Before the City issues building permits, Developer shall obtain the Fire Chief's approval of a plan to ensure fire equipment access and the availability of water for fire combat operations to all areas of the project property. The Fire Chief shall determine whether or not the plan provides adequate fire protection. (FD/DS, *F-3*)
38. At Developer's expense, Developer shall obtain two certified fire flow tests for the project property. The first test shall be completed before City approval of building plans and the second shall be completed after construction and prior to the issuance of a certificate of occupancy. A mechanical, civil, or fire protection engineer must certify the tests. Developer shall obtain permits for the tests from the Engineering Division. Developer shall send the results of the tests to the Fire Chief and the City Engineer. (FD/DS, *F-4*)
39. All structures on the project property shall conform to the minimum standards prescribed in Title 19 of the California Code of Regulations. (FD, *F-5*)
40. The project shall meet the minimum requirements of the "Fire Protection Planning Guide" published by the Fire Department. (FD, *F-6*)
41. At all times during construction, developer shall maintain paved surfaces capable of handling loads of 76,000 pounds which will provide access for fire fighting apparatus to all parts of the project property. (FD/DS, *F-7*)
42. Developer shall identify all hydrants, standpipes and other fire protection equipment on the project property as required by the Fire Chief. (FD, *F-8*)
43. Developer shall provide central station monitoring of the fire sprinkler system and all control valves. (FD, *F-10*)
44. The turning radius of all project property driveways and turnaround areas used for emergency access shall be a minimum of 48 feet outside diameter for a semi-trailer. (FD, *F-11*)
45. Developer shall provide automatic fire sprinklers as required by the City Code and shall contact the Fire Chief to ascertain the location of all connections. (FD, *F-12*)

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46. All signalized intersections shall be equipped with pre-emption equipment. (FD/TR, F-15)
47. Developer shall comply with Certified Unified Program Agency (CUPA) requirements regarding the storage, handling and generation of hazardous materials or waste. Prior to the issuance of building permits, Developer shall contact the CUPA division of the Fire Department to ensure that such requirements are followed. (FD, F-16)
48. Developer shall install a carbon monoxide detector on each level of the residence in accordance with the manufacturer's specifications. The detector shall be hardwired with a battery backup. (FD, F-17)

FIRE DEPARTMENT SPECIAL CONDITIONS

49. Fire sprinkler coverage is required for:
 - a. Patios, overhangs or any other projections that are 48" or more from the structure.
 - b. Open areas beneath stairs that serve a habitable space or when that area is accessible for storage or has mechanical equipment.
 - c. The protection of the forced air unit when located in the attic or other areas that are normally inaccessible. (FD)
50. Coordinate the Landscape so it does not impinge on access to fire protection utilities and equipment. (FD)
51. Areas designated by the Fire Marshal as Fire Lanes shall be identified by a red curb and signage per the California Department of Motor Vehicles and in accordance to the fire master. (FD)
52. The NFPA sprinkler system for this project will be in accordance to the determined classification of the buildings upon construction plans submittal. (FD)
53. Before the city issues a certificate of occupancy, the developer shall install a Knox key vault at a location to be determined by the Fire Department. (FD)
54. Class I wet standpipe system is required at every stairwell. Combined Sprinkler and standpipe system shall be required. (FD)
55. Trash enclosures shall have sprinklers.(FD)
56. All emergency egress/Fire Department access windows or doors that serve any room that can be utilized for sleeping, shall have access to a public right-of-way without re-entering the structure. (FD)

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POLICE DEPARTMENT CONDITIONS

57. A condition of approval requires compliance with the Outdoor Lighting Code & Guideline
 - a) Outdoor lighting shall comply with Title 24, Part 6, of the California Code of Regulations: California's Energy Efficiency Standards for Residential and Nonresidential Buildings.
 - b) Unless approved as a specific exception to this guideline, all outdoor lighting shall be flat lens, full cut-off fixtures with the light source fully shielded with the exceptions:
 - 1) Luminaires with a maximum output of 260 lumens per fixture, regardless of number of bulbs (equal to one 20-watt incandescent light), may be left unshielded provided the fixture has an opaque top to keep light from shining directly up.
 - 2) Luminaires that have a maximum output of 1,000 lumens per fixture, regardless of number of bulbs (equal to one 60-watt incandescent light) may be partially shielded provided the bulb is not visible, and the fixture has an opaque to keep light from shining directly up.
 - c) Oxnard City Code 16-320: Lighting within physical limits of the area required to be lighted shall not exceed seven foot-candles, nor be less than one foot-candle at any point. A light source shall not shine upon, or illuminate directly any surface other than the area required to be lighted. No lighting shall be of a type or in a location that constitutes a hazard to vehicular traffic, either on private property or on the abutting streets. The height of light standards shall not exceed 26 feet. To prevent damage from automobiles, standards shall be mounted on reinforced concrete pedestals or otherwise protected. (PD)
58. Exterior lighting of the site including parking areas shall be between 1 and 7 foot candles and shall be in harmony with existing adjacent lighting scheme. (PD)
59. LED or similar in nature and spectrum (3,000K to 20,000K Correlated Color Temperature). (PD)
60. Lighting instruments shall be full cut-off and installed so that light does not directly illuminate property outside the project site. Instruments shall not create glare for motorists or pedestrians. (PD)
61. All common area lighting shall operate from dusk to dawn. (PD)
62. Integrated landscape/lighting/photometric plan shall be submitted illustrating a 20-year tree maturity. This is to ensure that tree growth will not adversely impact future lighting and therefore site safety as the project matures. This plan shall be submitted and approved prior to the issuance of building permits. (PD)

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- 63. Landscape elements shall be arranged to provide clear lines of sight and eliminate potential places of concealment. (PD)
- 64. Trees shall not be located where they would conflict with lighting instruments. Appropriate proximity is based a tree's canopy size at twenty-year maturity. (PD)
- 65. Creeping fig or similar climbing vine shall be used to dissuade the application of graffiti on CMU walls. (PD)
- 66. Developer and/or property manager shall inform tenants of the provisions of Oxnard City Ordinance 7-100 through 7-106 as it applies to hosting loud parties or events. And, that should police respond to a disturbance multiple times, a service charge may be imposed. (PD)
- 67. Developer and/or property manager will enroll project in and comply with the Oxnard Police Department "Crime Free Multi-Housing Program" as applicable to this housing development. For enrollment information, contact the Crime Prevention Officer at (805) 385-8349. (PD)
- 68. Developer and/or property manager shall post all entrances in compliance with California Vehicle Code 22658(a). Persons in lawful possession of the property may then cause the removal of a vehicle parked on the property to the nearest public garage if parked without the owner's permission. (PD)
- 69. CC&Rs or tenant rules shall require that garage and carport spaces are for the parking of motor vehicles. Such spaces shall be maintained so that there is space to park vehicles at all times. (PD)
- 70. Developer and/or property manager shall post signs, each visible from the public right of way at each vehicular entrance, identifying the management company's name and phone number. (PD)
- 71. If there is assigned parking on the site, the space or garage number shall not reflect the apartment number of the resident. (PD)
- 72. The applicant shall submit an addressing plan for the site and examples of lighted address signs for each unit. Submission and approval of addressing plan shall occur prior to the issuance of building permits. (PD)

PLANNING DIVISION STANDARD CONDITIONS

- 73. Plans submitted by Developer with building permit applications shall show on the building elevation sheets all exterior building materials and colors, including product and finish manufacturer name, color name and number, and surface finish type (such as: stucco with sand finish, plaster with smooth finish) to be used in construction. (PL/B, PL-1)

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74. Any application for a minor modification to the project shall be accompanied by four copies of plans reflecting the requested modification, together with applicable processing fees. (PL, *PL-2*)
75. Before the City issues building permits, Developer shall include a reproduction of all conditions of this permit as adopted by resolution of the Planning Commission and/or the City Council in all sets of construction documents and specifications for the project. (PL, *PL-3*)
76. Before the City issues building permits, Developer shall provide to the Planning Division Manager color photographic reductions (8 1/2" by 11") of full-size colored elevations and any other colored exhibit approved by the Planning Commission. Developer may retain the full-size colored elevations after the reductions are so provided. (PL, *PL-4*)
77. Developer may not modify any use approved by this permit unless the Planning Division Manager determines that Developer has provided the parking required by the City Code for the modified use. (PL, *PL-7*)
78. During the plan check review process, the Developer shall provide a lighting plan that provides design details (light standards, bollards, wall mounted packs, etc.) and illumination site information within alleyways, pathways, streetscapes, and open spaces proposed throughout the development. An electrical engineer shall prepare the site lighting plan demonstrating that adequate lighting ranges will be provided throughout the development without creating light spillover, light pollution, or conflicts with surrounding factors such as tree locations, off-site or adjacent lighting. (PL)
79. Prior to issuance of building permits, Developer shall demonstrate that light standards illustrated on conceptual lighting plan do not conflict with tree locations. Developer shall submit a plan showing both the lighting and landscape on the same sheet. (PL)
80. Project on-site lighting shall be of a type and in a location that does not constitute a hazard to vehicular traffic, either on private property or on adjoining streets. To prevent damage from vehicles, standards in parking areas shall be mounted on reinforced concrete pedestals or otherwise protected. Developer shall recess or conceal under-canopy lighting elements so as not to be directly visible from a public street. Developer shall submit a lighting plan showing standard heights and light materials for design review and approval of the Planning Division Manager. (PL/B, *PL-8*)
81. In order to minimize light and glare on the project property, all parking lot and exterior structure light fixtures shall be high cut-off type that divert lighting downward onto the property and shall not cast light on any adjacent property or roadway. (PL, *PL-9*)
82. Developer shall provide graphic site directories at principal access walkway points. (PL/B, *PL-10*)

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83. During construction, Developer shall water the area to be graded or excavated prior to commencement of grading or excavation operations. Such application of water shall be at least twice per day and shall penetrate sufficiently to minimize fugitive dust during grading activities. (B/DS, *PL-11*)
84. During construction, Developer shall control dust by the following activities:
 - a. All trucks hauling graded or excavated material offsite shall be required to cover their loads as required by California Vehicle Code section 23114, with special attention to sub sections 23114(b)(2)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.
 - b. All graded and excavated material, exposed soils areas, and active portions of the construction site, including unpaved onsite roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible. (B/DS, *PL-12*)
85. Developer shall provide for dust control at all times during project property preparation and construction activities. (B/DS, *PL-13*)
86. Developer agrees to participate in a water conservation program that includes refitting water fixtures existing on the project property with water conserving devices within residences or businesses in the City's water service area, if such a program is in effect when building permits are issued for this project. Among the requirements of such a program might be refitting existing toilets, faucets, shower heads, landscaping irrigation or other fixtures and items that consume water within the structure. (PL, *PL-14*)
87. Because of water limitations placed upon the City by its water providers, approval of this permit does not guarantee that the City will issue building permits. Issuance of building permits may be delayed as a result of implementation of a water conservation or allocation plan. (PL, *PL-15*)
88. Prior to issuance of building permits, Developer shall pay a document imaging fee for the planning files in an amount calculated by planning staff at the time of building permit review based on fees then in effect. (PL/B, *PL-16*).

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89. Developer shall provide automatic garage door openers for all garages. (PL/B, *PL-20*)
90. Railings and enclosures for patios and balconies shall provide at least 50 percent enclosure for screening and privacy. Developer shall include details of the railings and enclosures on the construction documents. (PL/B, *PL-24*)

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91. Walls separating the patio areas of different units shall be of solid construction, such as masonry, stucco, or wood over wood. Ground level patios shall be enclosed by walls not less than five feet high, except as otherwise approved by this permit. (PL/B, PL-25)
92. Additions and patio covers shall conform to the requirements of the "Garden Apartment Zone" (R-3) zone setbacks, or as otherwise approved by this permit, and match the materials and style of the residence. (PL/B, PL-27)
93. All residential dwelling unit developments shall include architectural articulation on all four sides of each unit. Such articulation shall include, but not be limited to, window treatment; trim and a variety of finishes matching front facades; and balconies, porches, and trellises. Developer shall submit elevations depicting such articulation to the Planning Division for approval prior to issuance of building permits. (PL, PL-28)
94. Prior to the close of escrow for each dwelling unit, Developer shall provide the buyer with a written guarantee that the exterior finishes of the dwelling unit will remain in good condition for at least five (5) years from the final building permit inspection and sign off. Developer shall provide a copy of the guarantee to Planning staff prior to final Planning Division inspection and sign off. (PL, PL-29)
95. Light standards illuminating interior walkways shall be no more than eight feet high. Light shall not intrude into private living or patio areas. Light standards serving recreational areas held in common shall be no more than 15 feet high. Light shall be directed away from dwelling units. (B, PL-30)
96. All drive lanes (alleys) shall be provided with independently metered lighting with automatic daylight sensors for dusk to dawn lighting within drive lanes. The maintenance and replacement of independently metered lighting (wall fixtures, light bollards) shall be the responsibility of the Home Owners' Association. Lighting responsibilities shall be provided within the CC&Rs for the development. (PL)
97. Developer shall establish a homeowners association and the association shall be responsible for the maintenance of parking, landscape, recreation and other interior areas held in common by the association and for the enforcement of Conditions Covenants & Restrictions related to property maintenance. (PL/DS, PL-33)
98. Developer shall construct each dwelling unit with separate utility systems and meters. Developer shall paint utility meter panels to match structures upon which it is located. Such panels shall be located to take advantage of screening (e.g. landscaping or other building elements) from public right-of-ways, to the maximum extent feasible. (DS/B, PL-34)
99. Developer shall include in all deeds for the project and in the Conditions Covenants & Restrictions a prohibition against parking recreational vehicles over 20 feet long in the project. (CE/PL, PL-35)

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100. Developer shall pay Quimby Fees (fees for park acquisition and improvement) before issuance of building permits. The amount of the fee shall be calculated by the Planning Division, and verified by the Parks Division at the time of payment. (PK/B, *PL-36*)
101. In accordance with City Council Ordinance No. 2615, or the ordinance in effect at the time building permits are issued, Developer shall provide 17 low and three moderate income deed-restricted units onsite. (PL, *PL-37*)
102. Developer shall post in the sales office of the project the latest City planning documents and maps that may affect the project and adjacent properties. At a minimum, this information shall include the 2030 Oxnard General Plan and General Plan Land Use Map showing all adjacent properties, a copy of the ordinances regulating the zone, and any specific plan that may apply to the project. Such documents may be purchased at cost from the Planning Division Manager. Developer shall require that all purchasers sign an affidavit declaring that they have familiarized themselves with the planning documents. Developer shall make such affidavits and planning information available for review upon reasonable request of the Planning Division Manager. (PL, *PL-38*)
103. All recreational vehicle parking spaces shall be designated by signs stating that the spaces are reserved exclusively for recreational vehicle parking. Developer shall prohibit the parking of recreational vehicles elsewhere in the project. (B, *PL-39*)
104. Where feasible, Developer shall locate individual unit plumbing within individual unit walls, as opposed to common or shared walls, and shall paint roof vents to match the roofing material. (PL/B, *PL-40*)

PLANNING DIVISION SPECIAL CONDITIONS

105. Developer shall install all roof and building rain gutters and downspouts to integrate as closely as possible with building design elements, including matching adjacent building colors or appropriate trim colors as closely as possible. Developer shall submit a plan and scheme for approval by the Planning Division Manager prior to issuance of building permits. (PL, *PL-18 modified*)
106. Developer shall provide electric meters, mailboxes and address directories, placed in decorative cabinets and clustered for efficient access for residents and service persons. Developer shall coordinate placement and design of such items accordingly, with the Planning Division Manager, the appropriate utility service provider and the United States Postal Service, prior to issuance of building permits. (PL, *PL-19 modified*)
107. Developer shall provide a patio concrete slab or pavers of at least 100 square feet. (PL/B, *PL-26 modified*)
108. Developer shall provide masonry and metal walls along project perimeter property lines, except as otherwise approved by this permit. Developer shall install interior lot line fences,

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- to be constructed of wood or other material, subject to the approval of the Planning Division Manager. (PL/B, *PL-31 modified*)
109. Developer shall participate in the City's Public Art Program by paying the Public Art fee prior to issuance of building permits, in accordance with City Council Resolution No. 14,124. Upon assessment of the Public Art fee, the Developer may elect to purchase an existing artwork or commission an original artwork for donation as a gift to the City of Oxnard's public art collection with a value equal to or in excess of the Public Art fee. The value of the purchased and / or commissioned artwork will be determined by the Cultural Arts Commission and City Council. Donations to the City are reviewed by the Cultural Arts Commission and the City Council to determine the aesthetic quality of the donation, the work's maintenance requirements and the appropriateness of the donation to the overall goals of the Cultural Arts Commission. (PL, *PL-50 modified*)
 110. This permit is valid only if the parcel is approved for annexation to the City of Oxnard by the Ventura County Local Agency Formation Commission (LAFCo) and subject to approval of related City of Oxnard permits [Planning and Zoning Permit Nos. 17-620-01 (General Plan Amendment), 17-560-01 (Pre-Zoning), 17-300-03 (Tentative Subdivision Map for Tract No. 5998), and 17-535-02 (Density Bonus). The City shall issue building permits only after such approval, Resolutions and ordinance adoption. This Special Use Permit shall expire at the end of 36 months from the effective date of the LAFCo Annexation unless Developer has diligently developed the proposed project, as shown by map recordation and / or the issuance of a grading, foundation, or building permit and the construction of substantial improvements. (PL)
 111. Before occupying any structures or initiating any use approved by this permit, Developer shall comply with all conditions of the density bonus. (PL/DS)
 112. These conditions of approval impose specific fees, dedications, reservations and/or other exactions. Pursuant to Government Code Section 66020, the 90-day period in which the Developer or applicant has to protest the imposed fees, dedications, reservations and/or other exactions has begun as of the date that the conditions of approval are approved. (PL)
 113. Applicant shall submit a check made out to the City of Oxnard in the amount to be determined for payment of outstanding discretionary permit and environmental processing fees associated with the development project. Funds shall be deposited prior to issuance of a grading permit. Additional funds to be paid when hours or contract planner hours exceeds deposited amounts (PL).
 114. Applicant shall deposit \$2,000 for mitigation monitoring and reporting associated with development project, PZ 17-500-13. Such funds shall be deposited prior to issuance of a grading permit. (PL).
 115. Developer shall comply with the mitigation measures identified in the Initial Study/Mitigated Negative Declaration No. 2017-04 for the project. (PL)

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116. Standpipe systems required by Fire Department shall be designed to be located within building areas, such as staircase or tuck under parking areas that will lend to visually screen. (PL)
117. At time of plan check review, roof top equipment provided on roofs shall be completely screened from all sides by a designed parapet or building element that extends above the height of the tallest part of such equipment. (PL)
118. Developer shall install toilets that have automatic flush sensors in all common restrooms, including the fitness center. Such toilets shall be included on the plans submitted for a building permit and shall be maintained and in working order at all times. (PL)
119. Developer shall install individual mirrors above each sink in a common restroom to the satisfaction of the Planning Division Manager. The details of such mirrors shall be approved prior to issuance of a building permit. Developer shall remove graffiti from the mirrors or replace the mirrors within 24 hours of graffiti appearance. (PL)
120. Prior to issuance of site improvement permits, Developer shall provide a Phasing Plan for any proposed construction phasing. The phasing plans shall indicate site improvements, such as landscaping, parking and recreation equipment, that will be constructed concurrently with residential buildings in each phase. Phasing Plan is subject to review and approval of the Community Development Director or designee. (PL)
121. Community recreation uses/areas such the community fitness room and playground equipment shall be installed and ready for use within two months of the first tenant move in. If the Condominiums will be developed in phases, the recreation equipment and play areas shall be constructed concurrently with building construction per the Phasing Plan, and ready for use prior to issuance of occupancy permits for buildings within the applicable Phase. (PL)
122. Developer shall remove any and all graffiti from the project premises, including but not limited to graffiti within the building, such as in restrooms or fitting rooms, within 24 hours of its appearance. The surface of such affected areas shall be matched to blend in with the underlying colors and/or design, and shall not look like a paint patch. (PL)
123. Before the City issues building permits, Developer shall provide a Graffiti Deterrent Plan, subject to the approval the Planning Division Manager. Such plan shall include such elements as clear film on windows and/or mirrors, as well as washable paint and sealers on the building and perimeter walls. (PL)
124. This permit is granted subject to the City's approval of a tentative map and final map and recordation of the final map. The City shall issue building permits only after such recordation, unless otherwise approved by both the Planning Division Manager and the Development Services Manager. Before occupying any structures or initiating any use

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approved by this permit, Developer shall comply with all conditions of the tentative and final map. (PL/DS)

125. Before or during escrow for the sale of property within the project, Developer shall give to the buyers a document disclosing, in large type, that:
 - a. The property was formerly used for agricultural purposes and/or is near or adjacent to land that is currently used for agricultural operations; and
 - b. The buyers may be subject to inconvenience or discomfort arising from agricultural operations on such nearby or adjacent land, including, but not limited to, frost protection measures, noise, odors, fumes, dust, smoke, insects, operation of machinery (including aircraft) at any hour of the day or night, storage of equipment and materials necessary to the agricultural operations, slow moving farm equipment, and spraying or other application of chemical fertilizers, soil amendments (such as manure, compost materials and mulches) and pesticides (such as herbicides, insecticides and fumigants); and
 - c. If the buyers complete the purchase of the property, the buyers should be prepared to accept such inconvenience and discomfort as a normal and necessary aspect of living near or adjacent to agricultural operations.

To show that the buyers have read the document, Developer shall require the buyers to sign the document. Developer shall retain all such documents for at least three years and shall allow the City to inspect and copy all such documents upon request. (PL)

126. Developer shall provide a concrete curb at least six inches high around all planting area adjacent to parking lots and drive aisles. The finished grade of the planted area shall be at least three inches below the top of the planter curbing where curbing abuts a public right-of-way. (PL)
127. Developer shall provide bicycle parking consistent with the bicycle and Pedestrian Master Plan as outlined in Appendix Pg. A-38. A minimum of 21 short term bicycle parking spaces shall be provided. (PL)
128. Within each garage, developer shall install a storage area of at least 210 cubic feet. The storage area may be included in the garage area, but may not intrude into the minimum garage dimension (10 feet x 20 feet), except above 4 feet at the front of the stall. Alternatively, the storage unit may be located in immediate proximity to the garage. (PL)
129. Each dwelling unit will be assigned at least one garage space in the same building as the dwelling. Units with 2 or more bedrooms will be assigned a second reserved surface parking space located within approximately 85 feet of the building as measured under OCC Section 16-645(C). At time of plan check review, site plan will identify assigned parking spaces for each unit. (PL)

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130. At time of plan check review, all wall mounted and ground mounted equipment, utilities and meters shall be identified on building elevations and landscape plans and shall be integrated into the building design or effectively screened with shrubs and/or vines, 5 gallon size minimum, to the satisfaction of the Planning Manager. (PL)
131. At time of plan check review, Applicant shall provide an Irrigation plan, required water use calculations and water budget calculations for review. Applicant shall also provide the City's "Statement of Compliance" form signed by a California licensed Landscape Architect or Architect required. Confirm planting hydrozones.

Affordable Housing Conditions

132. Prior to issuance of building permits, Developer shall enter into an Affordability Agreement in a form approved by the City Attorney ensuring the affordability of the 17 low and three moderate income condominium units which qualified the applicant for a density bonus. The affordability shall be as follows: 17 units for up to 80% AMI (low income) and three for up to 120% (moderate), as adjusted for family size as provided in 25 California Code of Regulations Section 6932. The agreement shall be recorded in the Office of the Ventura County Recorder. The term of the agreement shall be for a minimum of 55 years. (PL)

The agreement shall establish specific compliance standards and specific remedies available to the City of such compliance standards are not met. The agreement shall, among other things, specify the number of low income affordable units by number of bedrooms, standards for qualifying household incomes or other qualifying criteria, standards for maximum sales price, a required annual report, and monitoring fees. Developer hereby agrees to deposit funds for any staff time expended for preparation of the agreement and subsequent compliance with said agreement.

133. To the maximum extent permitted by applicable law, Developer will establish a preference for the sale of the Low and Moderate Income Units to qualified and otherwise eligible households, subject to other restrictions related to funding sources. Preference will be established as follows:
 - a) Households that live and work in the City of Oxnard.
 - b) Households that live or work in the City of Oxnard; and
 - c) All other households.

Prior to offering any affordable unit to a buyer who neither lives nor works in Oxnard, the Developer/Project Owner/Property Manager will offer any available affordable unit or units to those eligible and otherwise qualified applicants listed first in category a, and if any units are still available then to those applicants listed in category b.

The Housing Director shall monitor compliance with this condition. In addition to all other remedies, if the Housing Director determines that Developer is not meeting the requirements of this condition, the Housing Director shall so notify Developer and the

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Development Services Manager in writing, and no more building permits shall be issued for the project until the Housing Director notifies the Development Services Manager in writing that Developer is meeting the requirements of this condition.

Air Quality

134. Developer shall ensure that all construction equipment is maintained and tuned to recommended manufacture's specifications. (MND, C-1)
135. At all times during construction activities, Developer shall minimize the area disturbed by clearing, grading, earth moving, or excavation operations to prevent excessive amounts of dust. (MND, C-2)
136. During construction, Developer shall water the area to be graded or excavated prior to commencement of grading or excavation operations. Such application of water shall be at least twice per day and shall penetrate sufficiently to minimize fugitive dust during grading activities. (MND, C-3)
137. During construction, Developer shall control dust by the following activities:
 - a. All trucks hauling graded or excavated material offsite shall be required to cover their loads as required by California Vehicle Code §23114, with special attention to Sections 23114(b)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.
 - b. All graded and excavated material, exposed soils areas, and active portions of the construction site, including unpaved onsite roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible. (MND, C-4)
138. During construction, Developer shall post and maintain onsite signs, in highly visible areas, restricting all vehicular traffic to 15 miles per hour or less. (MND, C-5)
139. During periods of high winds (i.e. wind speed sufficient to cause fugitive dust to impact adjacent properties), Developer shall cease all clearing, grading, earth moving, and excavation operations to prevent fugitive dust from being a nuisance or creating a hazard, either onsite or offsite. (MND, C-6)
140. The Permittee shall comply with the provisions of applicable VCAPCD Rules and Regulations, which include but are not limited to, Rule 50 (Opacity), Rule 51 (Nuisance), Rule 55 (Fugitive Dust), and Rule 55.1 (Removal of Visible Roadway Accumulations). ((MND, C-7)
141. Prior to issuance of demolition permits for any structure on the site, Developer shall provide evidence of notifying the Air Pollution Control District of such demolition.

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Demolition and/or renovation activities shall be conducted in compliance with APDC regularities regarding Asbestos (Rule 63.7). (MND, C-8)

142. Developer shall mitigate air quality emissions associated with development of the subject site through a contribution to the City's Transportation Demand Management (TDM) program. Such fee shall be calculated at the time of building permit issuance in accordance with the Ventura County Air Quality Assessment Guidelines, as amended. Such fee shall be collected in full prior to building permit issuance. (MND, C-9)
143. Prior to grading permit approval, Developer shall include on the grading plans a reproduction of all conditions of this permit pertaining to dust control requirements. (PL)

Biological Resources

144. Nesting Bird and Raptor Survey and Avoidance. In the event that the proposed action is planned to occur within the general bird nesting season, a pre-construction nesting bird survey shall be conducted by a qualified biologist. The nesting season is generally considered February 1 through August 31, with a peak from March to June; however, these dates vary by year depending on prey availability, weather, and other factors. In the event an active bird is observed in the habitats to be removed or in other habitats within 100 feet for songbirds and 500 feet for raptors of the construction work areas, all construction work in the suitable habitat or within 100 feet/500 feet of the suitable habitat must be delayed until after September 1st, or surveys must be continued in order to locate any nests. If an active nest is found, clearing and construction within 100 feet/500 feet of the nest shall be postponed until the nest is vacated and juveniles have fledged, and until there is no evidence of a second attempt at nesting. Limits of construction to avoid a nest site shall be established in the field with flagging and stakes or construction fencing. Construction personnel shall be instructed on the ecological sensitivity of the area. (BIO-1)

Cultural Resources

145. Developer shall contract with a qualified archaeologist to monitor all project-related ground-disturbing activities. In the unlikely event that potentially significant archaeological materials are encountered during construction, the applicant must comply with State regulations and City's standard condition of approval for handling such resources. (CUL-2)

Noise

146. The living areas for all residences in the project, including those adjacent to Vineyard Avenue, shall be constructed to include sufficient noise attenuation to reduce interior noise levels to a CNEL of 45 dBA, as required by California building standards. For the estimated exterior CNEL values of 65 dBA, this performance standard requires an exterior-to interior noise reduction of approximately 20 dBA. This noise reduction is routinely achieved in residential construction that is consistent with current California energy conservation standards, and involves measures such as exterior stucco walls with a

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Sound Transmission Class (STC) rating of 45, double-paned windows with an STC of 37, solid core exterior doors. Building permit applications shall include documentation that the interior standard of 45 dBA CNEL will be achieved through a combination of these or other measures. (N-1(a))

147. The living areas shall contain forced air ventilation. All duct work for ventilation shall include noise louvers at the exterior outlet and/or duct outlets shall be directed either opposite to or perpendicular to Vineyard Avenue. Upper level patio/deck areas shall not be positioned facing the Vineyard Avenue for residences along the western site boundary, or other mitigation to bring exterior living space within City Noise standard of 65 dBA, subject to a Noise Study reviewed and approved by the Planning Manager or designee. (N-1(b))

148. Construction Noise Levels. For all construction-related activities, noise-attenuation techniques shall be employed as needed to ensure that noise remains as low as possible during construction, specifically at REC-1 through REC-3. The following noise-attenuation techniques shall be incorporated into contract specifications to reduce the impact of construction noise:

- Ensure that construction equipment is properly muffled according to industry standards and in good working condition.
- Place noise-generating construction equipment and locate construction-staging areas away from sensitive uses, where feasible.
- Schedule high noise-producing activities between the hours of 7:00 AM and 5:00 PM to minimize disruption on sensitive uses.
- Implement noise attenuation measures to the extent feasible, which may include but are not limited to temporary noise barriers or noise blankets around stationary construction noise sources.
- Use electric air compressors and similar power tools rather than diesel equipment, where feasible.
- All stationary construction equipment (e.g., air compressors, generators, impact wrenches, etc.) shall be operated as far away from residential uses as possible and shall be shielded with temporary sound barriers, sound aprons, or sound skins.
- Construction-related equipment, including heavy-duty equipment, motor vehicles, and portable equipment, shall be turned off when not in use for more than 30 minutes.
- Clearly post construction hours, allowable workdays, and the phone number of the job superintendent at all construction entrances to allow for surrounding owners to contact the job superintendent. If the City or the job superintendent receives a complaint, the superintendent shall investigate, take appropriate corrective action, and report the action taken to the reporting party. (N-2)

Water

149. The applicant shall provide for the allocation of groundwater pumping rights sufficient to serve the development from the Fox Canyon Groundwater Management Agency to the City

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of Oxnard, consistent with the MND and the ordinances and requirements of the two agencies, prior to recording the final map for the project. (W-1).

ENVIRONMENTAL RESOURCES DIVISION

150. To ensure that solid waste generated by the project is diverted from the landfill and reduced, reused or recycled, Developer shall complete and submit a "City of Oxnard C&D Environmental Resources Management & Recycling Plan" ("Plan") to the City for review and approval. The Plan shall provide that at least 50% of the waste generated on the project be diverted from the landfill. The Plan shall include the entire project area, even if tenants are pursuing or will pursue independent programs. The Plan shall be submitted to and approved by the Environmental Resources Division prior to issuance of a building permit. The Plan shall include the following information: material type to be recycled, reused, salvaged or disposed; estimated quantities to be processed; management method used; destination of material including the hauler name and facility location. Developer shall use the Plan form.
151. Developer shall follow the approved "City of Oxnard C&D Environmental Resources Management & Recycling Plan" and provide for the collection, recycling, and/or reuse of materials (i.e., concrete, wood, metal, cardboard, green waste, etc.) and document results during construction and/or demolition of the proposed project. After completion of demolition and/or construction, Developer shall complete and submit the "City of Oxnard C&D Environmental Resources Management & Recycling Report For Work Completed" ("Work Completed Report") and provide legible copies of weight tickets, receipts, or invoices for materials sent to disposal or reuse/recycling facilities. For other discarded or salvaged materials, Developer shall provide documentation, on the disposal facility's letterhead, identifying where the materials were taken, type of materials, and tons or cubic yards disposed, recycled or reused, and the project generating the discarded materials. Developer shall submit and obtain approval of the Work Completed Report prior to issuance of a certificate of occupancy.
152. Developer shall arrange for materials collection during construction, demolition, and occupancy with the City's Environmental Resources Division or Developer shall arrange for self-hauling. Regardless of hauling methods, all materials collected must be conveyed to the Del Norte Regional Recycling and Transfer Station.
153. Covenants, conditions and restrictions ("CC&Rs") shall be developed for the project that require the homeowner's association to make provisions to divert at least 50% of the material through source reduction, recycling, reuse, and/or green waste programs. Developer shall submit a "City of Oxnard C&D Environmental Resources Management & Recycling Occupancy Plan" ("Occupancy Plan") to the City's Environmental Resources Division. An Occupancy Plan must be submitted and approved prior to issuance of a final inspection. The CC&Rs shall require the homeowner's association to submit to the Environmental Resources Division a "City of Oxnard C&D Environmental Resources Management & Recycling Occupancy Report" annually for approval on the anniversary

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date of the certificate of occupancy or at any such time that the facility's operational functions change significantly.

154. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer.

DEVELOPMENT SERVICES DIVISION STANDARD CONDITIONS

155. Developer shall pay plan check and processing fees in effect at the time of construction plan submittal and shall pay development fees, encroachment permit fees, and other applicable fees in effect at permit issuance. (DS-1)
156. Developer's Engineer shall design parking lot structural sections based on an analysis of the soils R-value and a traffic index (T.I.) approved by the City Engineer. The minimum structural section for parking lots is two inches of asphalt on four inches of base material. Developer shall indicate the proposed structural section and design T.I. on the site improvement plans. (DS-2)
157. Developer shall have the site improvement plans prepared using standard Development Services Division format(s) by a civil engineer licensed in the State of California. The plans shall incorporate recommendations from soil engineering and geology reports. Prior to issuance of a grading permit, improvement plans must be approved by the City Engineer and ink-on-mylar plans filed with the Development Services Division. (DS-3)
158. Developer shall submit improvement plans and drainage calculations demonstrating that storm drain runoff from the project property and all upstream areas will be safely conveyed to an approved drainage facility. The design and conveyance route shall be compatible with the City's Master Plan of Drainage and shall be approved by the City Engineer prior to approval of improvement plans. (DS-4)
159. Developer shall protect building pads from inundation during a 1% chance (100year) storm. (DS-5)
160. Curb cut widths and design shall conform to City ordinances, standards, and policies in effect at the time City issues an encroachment permit. (DS-9)
161. Developer's site improvement plans shall include an onsite sewer plan. (DS-10)
162. Developer shall provide fire hydrants such that all points of all structures are within one hundred fifty (150) feet of a fire hydrant, or as otherwise approved by the Fire Department. Fire hydrant line improvements shall be designed in accordance with City standards and shown on the civil site improvement plans prior to issuance of a site improvement/grading permit. Developer shall provide the City with an easement over onsite waterlines using standard City format. (DS-11)

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163. Developer shall install onsite and offsite electric, cable, telephone and similar utility service laterals underground in accordance with City ordinances in effect at the time City issues a building permit. Services shall be installed underground to the nearest suitable riser pole as determined by the appropriate utility service provider. (DS-12)
164. Developer shall enter into an agreement, approved as to form by the City Attorney, to install and construct all public improvements required by this permit and by the City Code. Developer shall post security satisfactory to the Finance Director, guaranteeing the installation and construction of all required improvements within the time period specified in the agreement or any approved time extension. (DS-14)
165. A California licensed civil engineer shall prepare the public improvement plans and documents for this project in accordance with City standards and shall submit all such plans to the City Engineer. Submittal shall include, but not necessarily be limited to, grading, street, drainage, sewer, water and other appurtenant improvement plans, construction cost estimates, soils reports, and all pertinent engineering design calculations. City will not approve a parcel map or final map nor issue a grading, site improvement or building permit until the City Engineer has approved all improvement plans. (DS-15)
166. Prior to issuance of a site improvement permit, Developer shall provide to the Development Services Division a compact Disc (CD) containing digital copies of all project maps, address map, and/or civil improvements drawings in DWG format. Prior to improvement bond release, Developer shall provide an updated CD containing all changes that occur during construction. (DS-16)
167. Developer shall process permanent master planned improvements that are eligible for reimbursement in accordance with City policies, resolutions, and ordinances in effect at the time of recordation of the final map or parcel map or if there is no map, then at the time of public improvement plan approval. (DS-17)
168. Developer shall provide all necessary easements for streets, highways, alleys, sidewalks, parkways, landscaping, utilities, drainage facilities, or other improvements as required by City. If such easements cannot be obtained from the property owner by negotiation, City may acquire them at the expense of Developer by exercise of the power of eminent domain. Developer shall bear all costs of eminent domain proceedings, including appraisal, acquisition, attorney's fees, and court costs. Before City issues a site improvement permit, Developer shall dedicate all required easements to City. (DS-19)
169. Developer shall remove graffiti from the project, including graffiti on offsite public infrastructure under construction by Developer, within 24 hours of its appearance. If Developer fails to remove graffiti in accordance with this condition, the City may at the discretion of the Development Services Manager issue a stop work order until such time as the graffiti is removed. (DS-20)

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170. The conditions of this resolution shall prevail over all omissions, conflicting notations, specifications, dimensions, typical sections, and the like, that may or may not be shown on the improvement plans. (DS-21)
171. Developer shall pay the cost of all inspections of onsite and offsite improvements. (DS-22)
172. Developer shall be responsible for all project related actions of Developer's employees, contractors, subcontractors, and agents until City accepts the improvements. (DS-23)
173. Prior to beginning construction, Developer shall designate in writing an authorized agent who shall have complete authority to represent and to act for Developer. The authorized agent shall be present at the work site whenever work is in progress. Developer or the authorized agent shall make arrangements acceptable to City for any emergency work. When City gives orders to the authorized agent to do work required for the convenience and safety of the general public because of inclement weather or any other cause, and the orders are not immediately acted upon by the authorized agent, City may do or have such work done by others at Developer's expense. (DS-24)
174. "Standard Specifications for Public Works Construction" latest edition (including modifications thereto by City) and applicable City Standard Plates and Design Criteria shall be the project specifications, except as noted otherwise on the approved improvement plans. City reserves the right to upgrade, add to, or revise these specifications and plans and all other City ordinances, policies, and standards. If the improvements required of this project are not completed within 12 months from the date of City's approval of the improvement plans, Developer shall comply with and conform to any and all upgraded, additional or revised specifications, plans, ordinances, policies and standards. (DS-27)
175. Prior to issuance of a grading/site improvement permit, developer shall obtain Community Development Director approval for any proposed construction phasing. The improvement plans (and associated phasing plans) shall clearly indicate any interim or offsite improvements required by City. (DS-28)
176. Developer shall retain a California licensed Civil Engineer to ensure that the construction work conforms to the approved improvement plans and specifications and to provide certified "asbuilt" plans after project completion. Developer's submittal of certified "asbuilt" plans is a condition of City's final acceptance of the project and release of any associated security. (DS-29)
177. All grading shall conform to City's standard grading notes, City Code, and recommendations of Developer's soils engineer as approved by the City Engineer. (DS-30)
178. Developer shall construct sufficient drainage facilities concurrent with rough grading operations to mitigate any potential flooding or erosion affecting adjacent properties and public rights-of-way. (DS-31)

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179. Developer shall design all slopes steeper than 5 (horizontal) to 1 (vertical) with a minimum 18 inch wide level area (at both top and bottom of slope) where it adjoins a wall, fence, sidewalk, trail, curb or similar improvement. (DS-32)
180. Storm drain, sewer and water facilities shall conform to applicable City Master Plans. Developer shall prepare plans for these facilities in accordance with City's engineering design criteria in effect at the time of improvement plan submittal. Developer shall submit plans with pertinent engineering analyses and design calculations for review and approval by the City Engineer prior to issuance of a site improvement permit. (DS-34)
181. Prior to issuance of a site improvement permit, Developer shall provide to the City Engineer easements or written consent (as determined appropriate by the Community Development Director) from all affected landowners for any diversion of historical flows or change in drainage conditions caused by the project. (DS-36)
182. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer. (DS-38)
183. Developer shall install water mains, fire hydrants and water services in conformance with City standard plates, design criteria and specifications as directed by the City Engineer. (DS-41)
184. Developer shall install adequately sized water services and meters to each lot or unit in accordance with City standards in effect at the time of building permit issuance. There shall be no interconnections between structures. (DS-42)
185. Developer shall install City approved backflow prevention devices for water connections if so ordered by the City Engineer. (DS-45)
186. Prior to designing the water system for the project, Developer shall have a certified fire flow test performed to determine existing water pressure and flow characteristics. The water system shall be designed to allow for a 10 psi drop in the static water pressure measured during the fire flow test. After construction and before City issues a certificate of occupancy, the City Engineer may require a second test. Developer shall obtain permits from the City Engineer prior to performing tests. Developer shall have all tests certified by a mechanical, civil, or fire protection engineer and provide written results of all tests to the City Engineer. (DS-47)
187. Developer shall construct all street and road improvements in conformance with the City Code, the City's 2030 General Plan, and any applicable specific plan. (DS-48)
188. Street and road improvements shall conform to City standard plates, design criteria and policies. Improvements shall include upgrading of existing pavement along the project frontage to City standards by removing and replacing or overlaying, as directed by the City Engineer. (DS-51)

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189. Developer shall improve all streets, alleys, sidewalks, curbs, and gutters adjacent to the project in accordance with City standards, as necessary to provide safe vertical and horizontal transitions. (DS-52)
190. Developer shall provide soils reports, "R" value tests, and compaction tests for all streets. Determination of the actual structural sections shall be based on City's design procedure, "R" value tests of in-place soils, and approved traffic indices. (DS-53)
191. Developer shall install all water, gas, sewer, storm drain, electrical, cable television, and telephone lines before any paving is placed. (DS-54)
192. Developer shall be responsible for and bear the cost of replacement of all existing survey monumentation (e.g., property corners) disturbed or destroyed during construction, and shall file appropriate records with the Ventura County Surveyor's Office. (DS-64)
193. Developer shall construct a concrete apron along the length of the trash enclosure opening that extends a minimum of 15 feet from the face of the enclosure. (DS-69)
194. Developer shall provide adequate vehicle sight distance as specified by CalTrans specifications at all driveways and intersections. (TR-71)
195. Developer, property owner or tenant shall participate in a Traffic Management Association (TMA) if one is formed and shall implement and participate in all programs and strategies established by the TMA. This condition shall be included in all leases and rental agreements for the project property. (TR-72)
196. Developer shall install bike racks in accordance with City standards at locations approved by City Traffic Engineer. (TR-73)
197. Prior to issuance of a building permit, all traffic signal, pavement marking and sign plans shall be prepared by a registered California traffic engineer and approved by the City Engineer prior to issuance of a grading, site improvement or a building permit. (TR-74)

STORMWATER QUALITY

198. Developer shall design project to minimize degradation of stormwater quality by complying with the applicable sections of the Los Angeles Regional Water Quality Control Board's municipal separate storm sewer system ("MS4") permit (Order R4-2010-0108 including all revisions) for new development and redevelopment projects. Developer shall submit stormwater quality calculations and associated construction plans demonstrating compliance with the MS4 permit. Calculations shall generally be organized to follow the steps outlined in Chapter 2 of the 2011 Technical Guidance Manual for Stormwater Control Measures ("2011 TGM"). (DS-78)

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199. Developer's stormwater quality calculations shall include site specific analysis and recommendations from a geotechnical engineer, and if applicable, a landscape architect for design and implementation of stormwater treatment and infiltration devices. Geotechnical Engineering analysis and recommendations shall include, but not necessarily be limited to, determination of site specific soil infiltration rates, depth to permeable soil layers, methods to reach permeable soil layers, appropriate compaction rates, recommendations to enhance infiltration, and other requirements of the 2011 TGM. Landscape architectural recommendations shall include, but not necessarily be limited to, suggestions regarding appropriate vegetation and soil amendments for vegetated infiltration devices. Project plans shall implement approved design recommendations. (DS-81)
200. Using forms provided by the Development Services Division, Developer shall submit a stormwater quality control measures maintenance and operations plan ("the Plan") for this project. If the BMPs implemented with this project include proprietary products that require regular replacement and/or cleaning, Developer shall provide proof of a contract with an entity qualified to provide such periodic maintenance. The property owner is responsible for the long-term maintenance and operation of all BMPs included in the project design. Upon request by City, property owner shall provide written proof of ongoing BMP maintenance operations. No grading or building permit shall be issued until the Development Services Manager approves the Plan and Developer provides an executed copy of the City's stormwater covenant with the Plan included as an exhibit for recordation by the City. (DS-82)
201. Developer's stormwater quality control measures maintenance and operations plan shall include: 1) Requirement to clean on-site storm drains at least twice a year; once immediately before the first of October (the beginning of the rainy season) and once in January. The City Engineer may require additional cleaning; 2) Requirement to maintain parking lots free of litter and debris. Developer shall sweep sidewalks, drive aisles, and parking lots regularly to prevent the accumulation of litter and debris. When swept or cleaned, debris must be trapped and collected to prevent entry into the storm drain system. Developer may not discharge any cleaning agent into the storm drain system; 3) Requirement to label all on-site storm drain inlets with the message "Don't Dump - Drains to Ocean" in accordance with City standards. (DS-83)
202. Developer shall provide pre-treatment for all infiltration based stormwater quality Best Management Practices ("BMPs".) Pre-treatment devices must effectively reduce sediment load entering infiltration BMPs to minimize occlusion of underlying soils and reduce long term maintenance requirements and thereby maintain the infiltration capacity of the BMP. 2011 TGM compliant pre-treatment such as vegetated swales are an approved form of pre-treatment. Proprietary pre-treatment devices must be capable of removing 80% of 50 micron particles to be considered adequate pre-treatment. Typical catch basin inserts do not provide the sufficient sediment storage to provide pre-treatment. (DS-85)
203. Prior to issuance of a grading, building or demolition permit and prior to commencement of any clearing, grading or excavation, Developer shall provide evidence of assignment of a

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permit identification number by the California State Water Resources Control Board indicating submittal of a Notice of Intent (NOI) by the Developer in accordance with the NPDES Construction General Permit. Developer shall comply with all requirements of the General Permit and the Ventura Countywide MS4 Permit, including preparation of a Stormwater Pollution Prevention Plan (SWPPP). Developer shall keep the SWPPP updated to reflect current site conditions and a copy of the SWPPP shall be kept onsite and available for City or designated representative to review upon request. (DS-86)

204. Developer shall install 'Full Capture System Devices' ("Devices") certified by the State Water Resources Control Board Executive Director in compliance with the Statewide Trash Amendments ("Amendments") in all catch basins accepting stormwater runoff from any portion of this project that meets the definition of 'Priority Land Use' as defined by the Amendments at the time of issuance of a grading/site improvement permit. The Devices shall be sized and designed in accordance with requirements of the Amendments and the Technical Guidance Manual for Stormwater Quality Control Measures ("TGM"). (DS-88)
205. Developer shall construct proposed walkways that cross vehicular drive aisles of colored enhanced concrete. The concrete color shall contrast with the parking lot paving material to clearly identify pedestrian areas. (DS-101)
206. Prior to issuance of a site improvement permit, Developer shall provide evidence of the recordation of a reciprocal access and drainage agreement with the adjacent property owner. (DS-104)

DEVELOPMENT SERVICES DIVISION SPECIAL CONDITIONS

STORM WATER QUALITY

207. Developer's geotechnical engineer shall perform percolation tests on the exposed bottom of all infiltration facilities immediately prior to facility construction and provide the City with a written opinion that the exposed soil layer is suitable for the proposed infiltration facility based on review of the existing geotechnical reports, percolation tests, infiltration facility design, and characteristics of the exposed soil layer. The report shall be reviewed and approved by the project civil engineer. (DS)
208. The percolation tests for this project shall include implementation of the reduction factor specified in the "Guidelines for Design, Investigation, and Reporting for Low Impact Development Stormwater Infiltration" published in the Administrative Manual of the County of Los Angeles Department of Public Works. This reduction factor is in addition to the safety factor specified in the Technical Guidance Manual. (DS)
209. Developer shall provide evidence that all underground infiltration and/or detention systems constructed as part of this project are anticipated to have a minimum 75-year life expectancy. (DS)

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210. Developer shall provide calculations demonstrating that the proposed in-line infiltration system (including pre-treatment device) is capable of safely conveying stormwater underground during a 10% chance (10-year) event without re-suspending pollutants. Calculations shall also demonstrate that nearby structures are protected during a 1% chance (100-year) event. (DS)

STORM DRAIN CONDITIONS

211. Developer's engineer shall design the site grading to provide a secondary overflow path that will provide a safe drainage path if the underground drainage system becomes obstructed. Discussion of the secondary overflow path shall be included in the project drainage report. (DS)
212. Developer shall include in the project drainage report an evaluation of the quantity of stormwater currently conveyed within Vineyard Avenue at the north property line of the project. If the quantity of stormwater exceeds City standards, Developer shall extend the proposed Vineyard Avenue stormdrain line to the north property line and construct a catch basin inlet to convey the stormwater underground. Final design of this system is subject to approval of the Development Services Manager. (DS)
213. Developer's drainage study shall include a determination of the unused stormwater capacity of the existing 54-inch stormdrain line in Vineyard Avenue. Stormwater runoff from this project shall be designed as the lessor of the unused 54-inch pipe capacity or the discharge limits placed on the project by the Ventura County Watershed Protection Agency. (DS)
214. Developer's drainage study shall include an evaluation of the drainage patterns of adjacent parcels including, but not limited to, the parcels along the northern side of Rio School Lane. Drainage plan and report for the project shall accommodate all stormwater that enters the site and shall convey that stormwater to a safe point of discharge. (DS)

WASTEWATER CONDITIONS

215. The onsite sewer system shall be designed and constructed in accordance with public standards but shall be privately owned and maintained. (DS)
216. Prior to issuance of a grading/site improvement permit, Developer shall provide evidence of recordation of an agreement (or similar document) between parcels 1 and 2 of Tract 5998 that provides for shared use and maintenance of the proposed shared onsite sewer main. (DS)
217. Developer shall install fire hydrants along the project's Vineyard Avenue frontage as directed by the Fire Marshall. (DS)

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218. Prior to submittal of site improvement plans, Developer's engineer shall propose alternative water line layouts for approval by the Development Services Manager that minimizes the length of water line constructed while accommodating the required fire hydrant and water meter locations and provides a well looped system. Water lines shall be located within paved areas of the site to greatest extent practical. (DS)
219. Developer shall redesign the proposed water system to minimize the amount of water line (including FH laterals) within landscape planters. (DS)
220. Developer shall redesign the location of proposed Fire Department Connections (FDCs) to eliminate access conflicts with parked cars. Final location to be approved by the Fire Marshall.(DS)

STREET CONDITIONS

221. Developer shall construct proposed walkways that cross vehicular drive aisles of colored enhanced concrete. The concrete color shall contrast with the parking lot asphalt to clearly identify pedestrian areas. (DS)
222. Developer shall construct a minimum 7-foot wide sidewalk at all locations where the sidewalk is constructed adjacent to the front of parking spaces. (DS)
223. Developer shall construct all motorcycle stalls of concrete per City standards. (DS)
224. Prior to issuance of a grading/site improvement permit, Developer shall provide evidence of recordation of a reciprocal access agreement (or similar document) memorializing the proposed shared driveway between parcels 1 and 2 of Tract 5998. The document shall assign management of the maintenance to a specific lot. (DS)
225. Developer shall reconstruct the northeast curb return at the existing Vineyard Avenue/Rio School Lane intersection to align with the proposed width of the new private drive aisle. (DS)
226. Prior to issuance of a grading/site improvement permit, Developer shall provide evidence of recordation of a reciprocal access and parking agreement (or similar document) memorializing the proposed shared access and parking layout benefiting parcel 2 of Tract 5998 and the lot directly north of this parcel (Assessor Parcel #145-0-154-25) along Vineyard Avenue. This condition may be waived if alternative arrangements acceptable to the Community Development Director are proposed. (DS)

MISCELLANEOUS CONDITIONS

227. Developer shall process the final map for Tract 5998 (PZ 17-300-03) concurrent with the site improvement plans for this project. The final map shall be processed for recordation concurrent with approval of the site improvement plans for this project. (DS)

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228. Developer shall construct project trash enclosures sized to contain a minimum of five (5) 4-yard bins (one bin for recycle use) with a solid non-combustible roof (8-foot minimum clearance) that prevents stormwater from entering the refuse bins. Developer shall design the trash enclosure in general conformance with the approved City Standard Plan on file with the Building & Engineering Division except that it shall be elongated to enclose additional bins. Developer shall finish the trash enclosure to match the major design elements of the main structure subject to approval by the Planning Division. The location and configuration of the enclosure shall be approved by the Environmental Resources Division. All site refuse bins shall be stored in an approved enclosure. No objects other than refuse bins may be stored in the enclosure without the written permission of the Environmental Resources Division. (DS)
229. Developer shall place existing overhead utility lines on and adjacent to the project underground in accordance with City Code in effect at the time City issues a grading/site improvement permit. The current City Code does not require the placement of lines conducting in more than 33kv underground. Prior to issuance of the grading/site improvement permit, Developer shall post security satisfactory to the Finance Director guaranteeing utility relocation including the cost of any required pole relocation. (DS)
230. Developer shall relocate existing high voltage (conducting in excess of 33kv) power poles to a location that is behind the proposed Vineyard Avenue sidewalk. (DS)
231. Developer shall properly abandon any existing sewer or water lateral extended to the site that is not used by the project. (DS)
232. Prior to issuance of a site grading permit, Developer shall provide evidence that all existing onsite water wells (whether operational or not) have been properly destroyed in accordance with California Department of Water Resources standards. The City is currently aware that at least 2 water wells have been previously drilled on this site. (DS)

TRAFFIC CONDITIONS

233. Developer shall install LED solar lighting on the existing bus shelter located between Ventura Boulevard and the proposed project. Specification shall comply with City of Oxnard standards.
234. Developer shall install "Right Turn Only" signs and pavement marking at the project's driveway along Vineyard Avenue north of Building 1 and at the intersection of Rio School Lane and Vineyard Avenue. Final location and orientation of the signs shall be approved by the City Traffic Engineer. (TR)
235. Developer shall install bike racks in accordance with the requirements of the City of Oxnard Bicycle & Pedestrian Facilities Master Plan. Bicycle racks shall be installed a maximum of 50-feet from the front entrance of the establishment where there is natural

Resolution No. 2019-38 [Special Use Permit - Residential]

November 21, 2019

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surveillance and adequate light during dark hours. Final location shall be approved by the City Traffic Engineer. (TR)

236. All roadway features designed to calm traffic speeds on internal drive aisles are subject to the review and approval of the City Traffic Engineer. (TR)

237. Developer shall provide written documentation from Caltrans indicating that Caltrans will not authorize/approve a traffic signal at the intersection of Sycamore Street and Vineyard Avenue. (TR)

DEVELOPMENT SERVICES DIVISION SPECIAL CONDITION

238. Prior to recordation of the Final Map, the Developer shall prepare a Property Access Agreement for pedestrian access to the adjoining property known as 2600 E. Vineyard Avenue (APN 145023217) in a form approved by the City Attorney , and the agreement shall shall be recorded and executed prior to building permit issuance. (PL)

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 21st day of November, 2019, by the following vote:



Deidre Frank, Chair

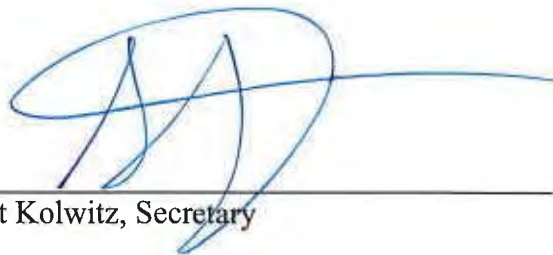
I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held this 21st day of November 2019, and carried by the following vote:

AYES: Commissioner(s): Chua, Sanchez, Chavez, Dozier, Fuhring, Meyer, Frank

NOES: Commissioner(s):

ABSENT: Commissioner(s):

ABSTAIN: Commissioner(s):



Scott Kolwitz, Secretary

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ADOPTING MITIGATED NEGATIVE DECLARATION NO. 2017-04 FOR THE RIO URBANA PROJECT, APPROVING A GENERAL PLAN LAND USE MAP AMENDMENT, CHANGING THE LAND USE DESIGNATION OF THE SUBJECT PARCEL FROM SCHOOL TO COMMERCIAL GENERAL, AMENDING THE NEIGHBORHOODS MAP TO PLACE THE SUBJECT PARCEL IN THE EL RIO WEST NEIGHBORHOOD, MODIFYING CITY COUNCIL DISTRICT BOUNDARIES OF THE CITY OF OXNARD 2018 DISTRICTING MAP AS CODIFIED IN OXNARD CITY CODE CHAPTER 2, ARTICLE 1, DIVISION 1, APPENDIX A, AND AUTHORIZING PROCEEDING WITH THE ANNEXATION OF THE PARCEL LOCATED AT 2714 EAST VINEYARD AVENUE (APN 145-0-232-010), FILED BY RIO SCHOOL DISTRICT, 2500 E. VINEYARD AVE., OXNARD, CA AND THE PACIFIC COMPANIES, 430 E. STATE STREET #100, EAGLE, IDAHO.

WHEREAS, the Rio School District (RSD) owns a 10.24 acre parcel located at 2714 East Vineyard Avenue (APN 145-0-232-010) including the Rio School Lane County of Ventura public right-of-way which is proposed to be included within the project area and that is coterminous with the north edge of the RSD parcel, and the City of Oxnard corporate limits that are coterminous with the south and west edges of the RSD parcel; and

WHEREAS, the RSD declared the closed El Rio Elementary School on the parcel located at 2714 East Vineyard Avenue as a surplus school site, completed a reuse feasibility study, and partnered with The Pacific Companies to propose redevelopment of the property; and

WHEREAS, the RSD and The Pacific Companies jointly filed entitlement applications with the City of Oxnard on March 28, 2017 for Annexation (PZ No. 17-610-01), General Plan Amendment (PZ No. 17-620-01), Pre-Zoning (PZ No. 17-560-01), two Special Use Permits (PZ Nos. 17-500-05 and 17-500-13), Density Bonus (PZ No. 17-535-02) and a Tentative Subdivision Map for Tract No. 5998 (PZ No. 17-300-03); and

WHEREAS, if the entitlement applications are subsequently by the Ventura County Local Agency Formation Commission (LAFCo), the RSD and The Pacific Companies would develop a 1.12 acre "Parcel 1" with a two-story, 15,000 gsf office building and 60 standard parking spaces; develop a 9.12 acre "Parcel 2" with 167 one- to three-bedroom attached apartment condominiums in eight three-story structures (38 feet in height) that include a fitness center and 17 low and three moderate income deed-restricted units (12% of all units), a 1,068 gsf recreation pavilion, four refuse structures, 169 resident garages and 163 parking spaces, 93 guest parking spaces, stormwater retention and treatment facilities, on-site utilities and off-site connections, landscaping, six play areas and a tot lot, dog run; relocate four Southern California Edison (SCE) 66kV power poles; and widen and improve Vineyard Avenue by 23 feet ("Project"); and

WHEREAS, related Project approvals are required by the County of Ventura, California Department of Transportation, Southern California Edison, Fox Canyon Groundwater

Management Agency, Calleguas Municipal Water District, and the Metropolitan Water District of Southern California; and

WHEREAS, the Project was initially reviewed by the City Council as a Pre-Application in 2015 which identified parking, compatibility, and on-site recreational amenity issues that were addressed by changes to the Project; and

WHEREAS, the Project applicants participated in a Community Workshop on June 18, 2018 and made presentations to the El Rio Municipal Advisory Committee on June 21, 2018; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA), the Community Development Director provided public notice of the intent of the City to adopt a Mitigated Negative Declaration (MND No. 2017-04) for the Project, the Project MND was circulated for public comment for 30 days between July 19, 2019 and August 19, 2019, and no comments were received that changed the MND mitigations or findings; and

WHEREAS, the Project has been reviewed by the Development Advisory Committee (DAC) and the DAC has prepared conditions of approval that are incorporated within the recommended permits; and

WHEREAS, the El Rio West neighborhood is the nearest City neighborhood to which the project may be attached by amending the Neighborhoods Map within the General Plan; and City Council District No. 2 is the nearest City Council District; and

WHEREAS, the Planning Commission held a duly noticed public hearing on October 3, 2019 and received and reviewed written and oral comments, presented staff and the Applicant with a series of questions; and continued the hearing to November 7, 2019; and

WHEREAS, the November 7, 2019 Planning Commission meeting was canceled and all agenda items continued to the meeting of November 21, 2019; and

WHEREAS, on November 21, 2019 Planning Commission continued the public hearing, reviewed MND No. 2017-04 for potential environmental effects of the Project, and found on the basis of the whole record before it (including the Initial Study and any comments received), that there is no substantial evidence that the Project will have a significant effect on the environment, that MND No. 2017-04 reflects the independent judgment and analysis of the City; and the MND's Mitigation Monitoring and Reporting Program be incorporated by reference in this and related resolutions and permits; and

WHEREAS, on November 21, 2019, the Planning Commission recommended that the City Council approve the Annexation, General Plan Amendment, Pre-Zoning ordinance, Density Bonus and Tentative Subdivision Map for Tract No. 5998; and

WHEREAS, on November 21, 2019, the Planning Commission approved Special Use Permit (PZ No. 17-500-05) for the office building on Parcel 1 and Special Use Permit (PZ No. 17-500-13) for the 167 condominium multifamily units on Parcel 2, subject to approval of the related actions within the Special Use Permits conditions of approval, respectively; and

WHEREAS, the City Council finds after due study and deliberation that the public interest and general welfare require the approval of an Annexation of the parcel located at 2714

East Vineyard Avenue and approval of a General Plan Amendment changing the land use map designation of said parcel from School to Commercial General; and

WHEREAS, the City Council of the City of Oxnard having held a public hearing, reviewed the request, and having studied the land use of the area, finds that:

1. The location and topography of the proposed Annexation is within the natural area of development of the City of Oxnard and within the LAFCo Sphere of Influence that represents the probable future boundaries and service area of the City. The Annexation is consistent with LAFCo's Guidelines for Orderly Development as the development would occur within the incorporated City of Oxnard which provides a full range of municipal services.
2. The proposed Annexation is located within the City Urban Restriction Boundary established by the Save Open Space and Agricultural Resources uncodified ordinance and does not require voter approval for Annexation.
3. The proposed Annexation conforms in extent and purpose to the 2030 General Plan.

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

Part 1. MND No. 2017-04, as amended, is adopted for the project described therein including the Mitigation Monitoring and Reporting Program for the project described within MND No. 2017-04 and mitigation measures identified within MND No. 2017-04 on the parcel known as APN No. 145-0-232-01 based upon the project description evaluated within IS/MND No. 2017-04; and finds that CEQA requirements are met.

Part 2. General Plan Amendment PZ No. 17-620-01 is adopted changing the land use designation in Figure 3-1 in the Goals and Policies as shown in Exhibit "A" attached hereto and incorporated herein by reference and changes Figure 3-4, Neighborhoods map, to designate the project area as part of the West El Rio neighborhood as shown in Exhibit "B" attached hereto and incorporated herein by reference

Part 3. Annexation PZ No. 17-610-01 is adopted changing the city limits as shown in Exhibit "A" attached hereto and incorporated herein by reference; and the project area is added to Oxnard municipal boundaries within City Council District No. 2.

Part 4. The Community Development Department is directed to proceed with an Annexation application to LAFCo on behalf of the Project.

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*Resolution No. 2020 - [Mitigated Negative Declaration, Annexation and General Plan Amendment]
February 4, 2020
Page 4*

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Oxnard, State of California, held on the 4th day of February, 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney

EXHIBIT A

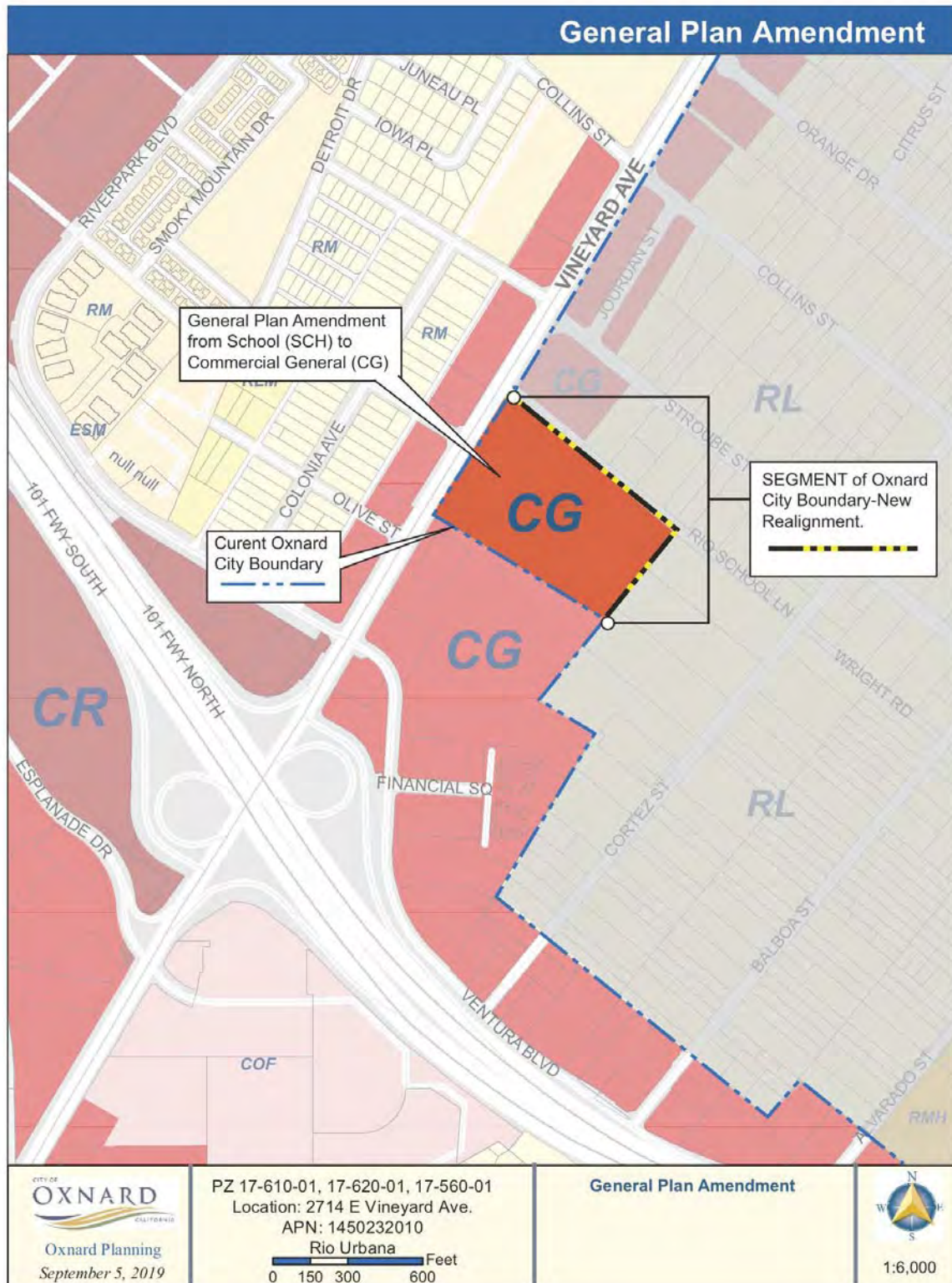
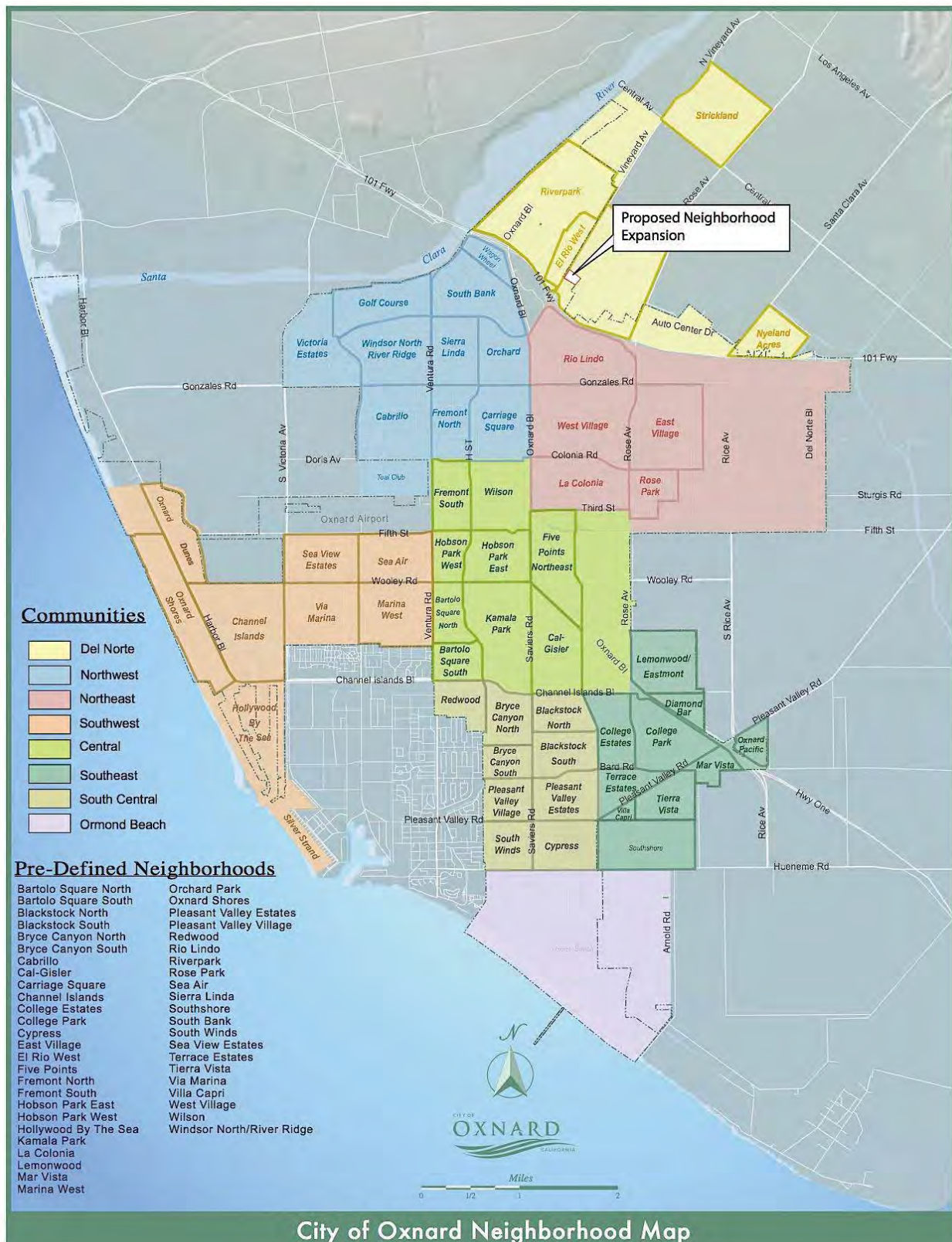


EXHIBIT B



RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING (PZ) PERMIT NO. 17-300-03 (TENTATIVE SUBDIVISION MAP FOR TRACT NO. 5998) TO SUBDIVIDE A PARCEL INTO “PARCEL 1” A 1.12-ACRE PARCEL AND “PARCEL 2” A 9.12-ACRE PARCEL FOR CONDOMINIUM PURPOSES (167 CONDOMINIUM UNITS) AND ASSOCIATED INFRASTRUCTURE AND DENSITY BONUS PZ NO. 17-535-02 FOR A 2% DENSITY BONUS (3 ADDITIONAL UNITS) AND ONE DEVELOPMENT CONCESSION REDUCING REQUIRED INTERIOR YARD SPACE FROM 30% TO 24% FOR THE RIO URBANA PROJECT LOCATED AT 2714 EAST VINEYARD AVENUE (APN 145-0-232-010), SUBJECT TO CERTAIN CONDITIONS. FILED BY RIO SCHOOL DISTRICT (RSD), 2500 E. VINEYARD AVE., OXNARD, CA AND THE PACIFIC COMPANIES, 430 E. STATE STREET #100, EAGLE, IDAHO.

WHEREAS, the Rio School District (RSD) owns a 10.24 acre parcel located at 2714 East Vineyard Avenue (APN 145-0-232-010) including the Rio School Lane County of Ventura public right-of-way which is proposed to be included within the project area and that is coterminous with the north edge of the RSD parcel, and the City of Oxnard corporate limits that are coterminous with the south and west edges of the RSD parcel; and

WHEREAS, the RSD declared the closed El Rio Elementary School on the parcel located at 2714 East Vineyard Avenue as a surplus school site, completed a reuse feasibility study, and partnered with The Pacific Companies to propose redevelopment of the property; and

WHEREAS, the RSD and The Pacific Companies jointly filed entitlement applications with the City of Oxnard on March 28, 2017 for Annexation (PZ No. 17-610-01), General Plan Amendment (PZ No. 17-620-01), Pre-Zoning (PZ No. 17-560-01), two Special Use Permits (PZ Nos. 17-500-05 and 17-500-13), Density Bonus (PZ No. 17-535-02) and a Tentative Subdivision Map for Tract No. 5998 (PZ No. 17-300-03); and

WHEREAS, in accordance with Chapter 15 of the Oxnard City Code said tentative map was referred to various public utility companies, City departments and the Development Advisory Committee for recommendations; and

WHEREAS, Government Code Section 65915 and Oxnard City Code (OCC) Sections 16-410M and 16-410O require that when a housing developer meets certain criteria for a Density Bonus, the local jurisdiction must grant one or more regulatory incentives or concessions unless the city makes a written finding that the concessions or incentives are not required in order to provide for affordable housing costs as defined by state law; and

WHEREAS, the proposed Project includes 20 low income units which qualify the Project for a Density Bonus and one Density Bonus development standards incentive, and that the Applicant is requesting reduction of the interior yard space development standard from 30 percent to 24 percent of the residential parcel created by the tentative subdivision map; and

WHEREAS, the Project applicants participated in a Community Workshop on June 18,

*Resolution No. 2020 - [Tentative Subdivision Map and Density Bonus]
February 4, 2020
Page 2*

2018 and made presentations to the El Rio Municipal Advisory Committee on June 21, 2018; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA), the Community Development Director provided public notice of the intent of the City to adopt a Mitigated Negative Declaration (MND No. 2017-04) for the Project, the Project MND was circulated for public comment for 30 days between July 19, 2019 and August 19, 2019, and no comments were received that changed the MND mitigations or findings; and

WHEREAS, the Project has been reviewed by the Development Advisory Committee (DAC) and the DAC has prepared conditions of approval that are incorporated within the recommended permits; and

WHEREAS, the El Rio West neighborhood is the nearest City neighborhood to which the project may be attached by amending the Neighborhoods Map within the General Plan; and City Council District No. 2 is the nearest City Council District; and

WHEREAS, the Planning Commission held a duly noticed public hearing on October 3, 2019 and received and reviewed written and oral comments, presented staff and the Applicant with a series of questions; and continued the hearing to November 7, 2019; and

WHEREAS, the November 7, 2019 Planning Commission meeting was canceled and all agenda items continued to the meeting of November 21, 2019; and

WHEREAS, on November 21, 2019 Planning Commission continued the public hearing, reviewed MND No. 2017-04 for potential environmental effects of the Project, and found on the basis of the whole record before it (including the Initial Study and any comments received), that there is no substantial evidence that the Project will have a significant effect on the environment, that MND No. 2017-04 reflects the independent judgment and analysis of the City; and the MND's Mitigation Monitoring and Reporting Program be incorporated by reference in this and related resolutions and permits; and

WHEREAS, on November 21, 2019, the Planning Commission recommended that the City Council approve the Annexation, General Plan Amendment, Pre-Zoning ordinance, Density Bonus and Tentative Subdivision Map for Tract No. 5998; and

WHEREAS, the City Council finds, after due study, deliberation and public hearing, that the project meets the criteria set out in California Government Code §65915 to §65918 and to the City's Density Bonus and Related Incentives and Concessions Program, OCC Section 16-410A to 16-410V, inclusive; and

WHEREAS, the City Council of the City of Oxnard having held a public hearing, reviewed the request, and having studied the land use of the area, finds that:

1. The Project meets all necessary criteria of Government Code Section 65915 and OCC Section 16-410H to be considered eligible for one incentive because the Developer has provided 20 low and three moderate income for-sale residential units (12 percent of the Project total units); and
2. The requested incentive is not contrary to any federal or state law; and
3. The applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this resolution as being a reasonable manner of preserving, protecting,

*Resolution No. 2020 - [Tentative Subdivision Map and Density Bonus]
February 4, 2020
Page 3*

providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this subdivision in particular.

4. Consistent with California Government Code Section 66474, a legislative body of a city or county shall deny approval of a tentative map, or a parcel map for which a tentative map was not required, if it makes any of the following findings:
 - a. That the proposed map is not consistent with applicable general and specific plans as specified in Section 65451.

The project includes a General Plan Amendment to change the land use designation from School to Commercial General, and the project includes a Pre-Zoning of General Commercial Planned Development (C2-PD). The project's commercial and residential uses are consistent with the General Plan land use designation and zoning as discussed in great detail in Sections 6 (c), 6 (d), and 6 (j) and Section 7 of the Oxnard Planning Commission Staff Report of October 3, 2019. The project also includes a Density Bonus for a two percent density bonus (3 additional units), reduced parking standards, and a concession to reduce the Interior Yard Space requirement from 30 to 24 percent of the parcel area.

As discussed in greater detail in Sections 6(c) through 6 (h) and Section 7 of the October 3, 2019 Oxnard Planning Commission staff report, the project as designed and conditioned meets all applicable development standards with application of one Density Bonus permit concession for reduction of Interior Yard Space, three PD standards adjustments for building height, number of stories, and storage space size, and administrative relief under OCC 16-651(B)(2), "Off-site parking" for distance to condominium parking spaces.

- b. That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.

The design and improvements of the project will provide for development that furthers the intent of the Oxnard 2030 General Plan and 2013-2021 Housing Element to realize the potential of neighborhood improvements that increases housing in the West El Rio Neighborhood and is consistent with the 2030 General Plan, as discussed above in Finding 4.a.

- c. That the site is not physically suitable for the type of development.

The site is physically suitable for the proposed type of development because the site is relatively level and environmental assessment of the site did not find any soil or geologic conditions that would make the site physically unsuitable for development. As the site is not subject to soil and/or geologic conditions indicating substrate instability, the site is suitable for the architectural design of the proposed development which is compatible with the character of the surrounding neighborhood.

- d. That the site is not physically suitable for the proposed density of development.

*Resolution No. 2020 - [Tentative Subdivision Map and Density Bonus]
February 4, 2020
Page 4*

The site is physically suitable for the proposed density of development because it is located within a developed urban area and will be served by existing adequate public utilities as identified in Mitigated Negative Declaration (MND) No. 17-04. Additionally, there are no identified physical constraints that would prohibit development of the proposed commercial and residential project. The proposed project inconsistent with the 2013-2021 Housing Element as it would add 167 new residential units, including 17 low and three moderate income units, to the City's overall housing inventory and more specifically to the West El Rio Neighborhood. The project includes a "Local Preference for Affordable Units" condition of approval which requires an early advertisement to local residents in compliance with fair housing law.

- e. That the design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

The project would not likely cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat because no listed species are known or expected to occur at the project site and the project site is not considered to be conducive to important biological resources or their habitat. Additionally, the project site does not have any natural standing bodies of water, riparian habitat, or other sensitive natural communities. Federally protected wetlands communities are not thought or known to exist on the site and the project site is not located within a Biological Resources Area which is known to or thought to meet habitat needs for plants and animals or promote wildlife migration or movement. With incorporation of the recommended MND mitigation measures, the project will reduce potential impacts to nesting birds to a less than significant level.

- f. That the design of the subdivision or type of improvements is likely to cause serious public health problems.

The project would involve the construction of a 15,000 square foot office building and 167 new residential units, including 17 low and three moderate income units, that are not anticipated to use or store large quantities of hazardous materials. However, potentially hazardous materials such as fuels, lubricants, and solvents would be used during grading and construction of the proposed project, but their use and disposal would be to applicable standards and law so as to not create environmental or health issues. The design of the subdivision is not likely to cause serious public health problems because, as indicated by Finding 4.a. above, it would utilize existing adequate public utilities, namely water and sewer.

- g. That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision. In this connection, the governing body may

Resolution No. 2020 - [Tentative Subdivision Map and Density Bonus]
February 4, 2020
Page 5

approve a map if it finds that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to ones previously acquired by the public. This subsection shall apply only to easements of record to easements established by judgment of a court of competent jurisdiction and no authority is hereby granted to a legislative body to determine that the public at large has acquired easements for access through or use of property within the proposed subdivision.

The design of the subdivision does not conflict with easements, acquired by the public-at-large, for access through or use of property within the subdivision because, as conditioned, no buildings would be located in the area of the existing public utilities easements, all blanket easements or other easement that are no longer needed by the City shall be abandoned, and there is no need for new or additional easement(s) for the public-at-large.

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

Part 1. Planning Commission Resolution No. 2019-36 is incorporated by reference with all conditions of approval as stated therein applicable.

Part 2. MND 2017-04 and its Mitigation Monitoring and Reporting Program are incorporated by reference.

Part 3. This Resolution shall not become effective unless and until the Ventura County Local Agency Formation Commission (LAFCo) approves the associated Annexation (PZ No. 17-610-01). If LAFCo fails to approve the Annexation, then this Resolution shall become null and void and be of no further force and effect.

Part 4. Based on the findings set forth herein, the City Council approves Planning and Zoning Permit No. 17-300-03 (Tentative Subdivision Map for Tract No. 5998) and 15-535-02 (Density Bonus), subject to the attached conditions of approval.

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Oxnard, State of California, held on the 4th day of February, 2030, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Resolution No. 2020 - [Tentative Subdivision Map and Density Bonus]
February 4, 2020
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Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney

Resolution No. 2020 - [Tentative Subdivision Map and Density Bonus]
 February 4, 2020
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STANDARD CONDITIONS OF APPROVAL FOR LAND USE PERMITS

Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-1*) while some are taken from environmental documents (e.g. *MND-S2*).

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning Division
DS	Dev Services/Eng Dev/Inspectors	TR	Traffic Division
PD	Police Department	B	Building Plan Checker
SC	Source Control	FD	Fire Department
PK	Landscape Design	CE	Code Compliance

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, *G-1*).
2. This permit is granted for the plans dated May 2, 2019, (“the plans”) on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning and Environmental Services Manager (“Planning Manager”) or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major modification shall be required for substantial changes or increases in such items. (PL, *G-2*)
3. By commencing any activity related to the project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA, *G-5*)
4. Any covenants, conditions, and restrictions (CC&Rs) applicable to the project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall prevail. (CA, *G-7*)

Resolution No. 2020 - [Tentative Subdivision Map and Density Bonus]

February 4, 2020

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5. Developer shall complete the “Notice of Land Use Restrictions and Conditions” form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, G-8)
6. Developer shall provide off-street parking for the project, including the number of spaces, stall size, paving, striping, location, and access, as required by the City Code. (PL/B, G-9)
7. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, G-14)
8. Prior to issuance of building permits, Developer shall correct all violations of the City Code existing on the project property for which the Code Compliance Division has open cases. (PL, G-15).
9. An approved tentative map shall expire thirty-six (36) months after its approval, unless an extension is applied for and approved by the City Council pursuant to Section 15-46 of the City Code. (PL)

PLANNING DIVISION STANDARD CONDITIONS

10. Any application for a minor modification to the project shall be accompanied by four copies of plans reflecting the requested modification, together with applicable processing fees. (PL, PL-2)
11. Before the City issues building permits, Developer shall include a reproduction of all conditions of this permit as adopted by resolution of the Planning Commission and/or the City Council in all sets of construction documents and specifications for the project. (PL, PL-3)
12. Developer may not modify any use approved by this permit unless the Planning Division Manager determines that Developer has provided the parking required by the City Code for the modified use. (PL, PL-7)
13. Developer agrees to participate in a water conservation program that includes refitting water fixtures existing on the project property with water conserving devices within residences or businesses in the City’s water service area, if such a program is in effect when building permits are issued for this project. Among the requirements of such a program might be refitting existing toilets, faucets, shower heads, landscaping irrigation or other fixtures and items that consume water within the structure. (PL, PL-14)
14. Because of water limitations placed upon the City by its water providers, approval of this permit does not guarantee that the City will issue building permits. Issuance of building

Resolution No. 2020 - [Tentative Subdivision Map and Density Bonus]
 February 4, 2020
 Page 9

- permits may be delayed as a result of implementation of a water conservation or allocation plan. (PL, *PL-15*)
15. Prior to issuance of building permits, Developer shall pay a document imaging fee for the planning files in an amount calculated by planning staff at the time of building permit review based on fees then in effect. (PL/B, *PL-16*).
 16. All residential dwelling unit developments shall include architectural articulation on all four sides of each building. Such articulation shall include, but not be limited to, window treatment; trim and a variety of finishes matching front facades; and balconies, porches, and trellises. Developer shall submit elevations depicting such articulation to the Planning Division for approval prior to issuance of building permits. (PL, *PL-28*)
 17. Prior to the close of escrow for each dwelling unit, Developer shall provide the buyer with a written guarantee that the exterior finishes of the dwelling unit will remain in good condition for at least five (5) years from the final building permit inspection and sign off. Developer shall provide a copy of the guarantee to Planning staff prior to final Planning Division inspection and sign off. (PL, *PL-29*)
 18. All drive lanes (alleys) shall be provided with independently metered lighting with automatic daylight sensors for dusk to dawn lighting within drive lanes. The maintenance and replacement of independently metered lighting (wall fixtures, light bollards) shall be the responsibility of the Home Owners' Association. Lighting responsibilities shall be provided within the CC&Rs for the development. (PL)
 19. Developer shall establish a homeowners association and the association shall be responsible for the maintenance of parking, landscape, recreation and other interior areas held in common by the association and for the enforcement of Conditions Covenants & Restrictions related to property maintenance. (PL/DS, *PL-33*)
 20. Developer shall construct each dwelling unit with separate utility systems and meters. Developer shall paint utility meter panels to match structures upon which it is located. Such panels shall be located to take advantage of screening (e.g. landscaping or other building elements) from public right-of-ways, to the maximum extent feasible. (DS/B, *PL-34*)
 21. Developer shall include in all deeds for the project and in the Conditions Covenants & Restrictions a prohibition against parking recreational vehicles over 20 feet long in the project. (CE/PL, *PL-35*)
 22. Developer shall pay Quimby Fees (fees for park acquisition and improvement) before issuance of building permits. The amount of the fee shall be calculated by the Planning Division, and verified by the Parks Division at the time of payment. (PK/B, *PL-36*)

*Resolution No. 2020 - [Tentative Subdivision Map and Density Bonus]
February 4, 2020
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23. In accordance with City Council Ordinance No. 2615, or the ordinance in effect at the time building permits are issued, or the agreed upon conditions or approval, Developer shall provide 17 low income and three moderation income affordable for-sale units. (PL, PL-37)
24. Developer shall post in the sales office of the project the latest City planning documents and maps that may affect the project and adjacent properties. At a minimum, this information shall include the 2030 Oxnard General Plan and General Plan Land Use Map showing all adjacent properties, a copy of the ordinances regulating the zone, and any specific plan that may apply to the project. Such documents may be purchased at cost from the Planning Division Manager. Developer shall require that all purchasers sign an affidavit declaring that they have familiarized themselves with the planning documents. Developer shall make such affidavits and planning information available for review upon reasonable request of the Planning Division Manager. (PL, PL-38)
25. Where feasible, Developer shall locate individual unit plumbing within individual unit walls, as opposed to common or shared walls, and shall paint roof vents to match the roofing material. (PL/B, PL-40)

PLANNING DIVISION SPECIAL CONDITIONS

26. Developer shall provide electric meters, mailboxes and address directories, placed in decorative cabinets and clustered for efficient access for residents and service persons. Developer shall coordinate placement and design of such items accordingly, with the Planning Division Manager, the appropriate utility service provider and the United States Postal Service, prior to issuance of building permits. (PL, PL-19 modified)
27. Developer shall participate in the City's Public Art Program by paying the Public Art fee prior to issuance of building permits, in accordance with City Council Resolution No. 14,124. Upon assessment of the Public Art fee, the Developer may elect to purchase an existing artwork or commission an original artwork for donation as a gift to the City of Oxnard's public art collection with a value equal to or in excess of the Public Art fee. The value of the purchased and / or commissioned artwork will be determined by the Cultural Arts Commission and City Council. Donations to the City are reviewed by the Cultural Arts Commission and the City Council to determine the aesthetic quality of the donation, the work's maintenance requirements and the appropriateness of the donation to the overall goals of the Cultural Arts Commission. (PL, PL-50 modified)
28. This permit is granted subject to approval for annexation to the City of Oxnard by the Ventura County Local Agency Formation Commission (LAFCo) and related City of Oxnard permits (Planning and Zoning Permit Nos. 17-620-01 (General Plan Amendment), 17-560-01 (Pre-Zoning), 17-500-13 (Special Use Permit – Residential), 17-500-05 (Special Use Permit - Office) and 17-535-02 (Density Bonus). The City shall issue building permits only after such approval and Resolution and ordinance adoption. This Tentative Subdivision Map and Density Bonus shall expire at the end of 36 months from the effective date of the LAFCo

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Annexation unless Developer has diligently developed the proposed project, as shown by map recordation and / or the issuance of a grading, foundation, or building permit and the construction of substantial improvements. (PL)

29. Applicant shall deposit \$2,000 for mitigation monitoring and reporting associated with development project, PZ 17-300-03. Such funds shall be deposited prior to issuance of a grading permit or map recordation, whichever occurs first. (PL).
30. Applicant shall submit a check made out to the City of Oxnard in the amount to be determined for payment of outstanding discretionary permit and environmental processing fees associated with the development project. Funds shall be deposited prior to issuance of a grading permit or map recordation, whichever occurs first. Additional funds to be paid when hours or contract planner hours exceed deposited amounts. (PL).
31. Developer shall comply with the mitigation measures identified in the Initial Study/Mitigated Negative Declaration No. 2017-04 for all development within Tract 5998. (PL)
32. These conditions of approval impose specific fees, dedications, reservations and/or other exactions. Pursuant to Government Code Section 66020, the 90-day period in which the Developer or applicant has to protest the imposed fees, dedications, reservations and/or other exactions has begun as of the date that the conditions of approval are approved.
33. Prior to issuance of building permits Developer shall enter into an agreement in a form approved by the City Attorney ensuring the continued affordability of 17 low which qualified the applicant for a density bonus and three moderate income units voluntarily provided by the Applicant. The affordability shall be as follows: 17 units for up to 80% AMI (low income) and three units for up to 120% AMI (moderate), as adjusted for family size as provided in 25 California Code of Regulations Section 6932. The agreement shall be recorded in the Office of the Ventura County Recorder. The term of the agreement shall be a minimum of 55 years.

The agreement shall establish specific compliance standards and specific remedies available to the City of such compliance standards are not met. The agreement shall, among other things, specify the number of low income affordable units by number of bedrooms, standards for qualifying household incomes or other qualifying criteria, standards for maximum sales price, a required annual report, and monitoring fees. Developer hereby agrees to deposit funds for any staff time expended for preparation of the agreement and subsequent compliance with said agreement.

34. Developer shall develop the site with the proposed street names, as approved by the Street Naming Committee. (PL)
35. This permit is granted subject to the City's approval of a tentative map and final map and recordation of the final map. The City shall issue building permits only after such

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recordation, unless otherwise approved by both the Planning & Environmental Services Manager and the Development Services Manager. Before occupying any structures or initiating any use approved by this permit, Developer shall comply with all conditions of the tentative and final map. (PL/DS)

36. Prior to issuance of demolition permits for any structure on the site, Developer shall provide evidence of notifying the Air Pollution Control District of such demolition. Demolition and/or renovation activities shall be conducted in compliance with APDC regularities regarding Asbestos (Rule 63.7). (MND, C-8)
37. Developer shall mitigate air quality emissions associated with development of the subject site through a contribution to the City's Transportation Demand Management (TDM) program. Such fee shall be calculated at the time of building permit issuance in accordance with the Ventura County Air Quality Assessment Guidelines, as amended. Such fee shall be collected in full prior to building permit issuance. (MND, C-9)

Air Quality

38. Developer shall ensure that all construction equipment is maintained and tuned to the recommended manufacturer's specifications. (MND, C-1)
39. At all times during construction activities, Developer shall minimize the area disturbed by clearing, grading, earth moving, or excavation operations to prevent excessive amounts of dust. (MND, C-2)
40. During construction, Developer shall water the area to be graded or excavated prior to commencement of grading or excavation operations. Such application of water shall be at least twice per day and shall penetrate sufficiently to minimize fugitive dust during grading activities. (MND, C-3)
41. During construction, Developer shall control dust by the following activities:
 - a. All trucks hauling graded or excavated material offsite shall be required to cover their loads as required by California Vehicle Code §23114, with special attention to Sections 23114(b)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.
 - b. All graded and excavated material, exposed soils areas, and active portions of the construction site, including unpaved onsite roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible. (MND, C-4)
42. During construction, Developer shall post and maintain onsite signs, in highly visible areas, restricting all vehicular traffic to 15 miles per hour or less. (MND, C-5)

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43. During periods of high winds (i.e. wind speed sufficient to cause fugitive dust to impact adjacent properties), Developer shall cease all clearing, grading, earth moving, and excavation operations to prevent fugitive dust from being a nuisance or creating a hazard, either onsite or offsite. (MND, C-6)
44. The Permittee shall comply with the provisions of applicable VCAPCD Rules and Regulations, which include but are not limited to, Rule 50 (Opacity), Rule 51 (Nuisance), Rule 55 (Fugitive Dust), and Rule 55.1 (Removal of Visible Roadway Accumulations). ((MND, C-7)
45. Prior to issuance of demolition permits for any structure on the site, Developer shall provide evidence of notifying the Air Pollution Control District of such demolition. Demolition and/or renovation activities shall be conducted in compliance with APDC regularities regarding Asbestos (Rule 63.7). (MND, C-8)
46. Developer shall mitigate air quality emissions associated with development of the subject site through a contribution to the City's Transportation Demand Management (TDM) program. Such fee shall be calculated at the time of building permit issuance in accordance with the Ventura County Air Quality Assessment Guidelines, as amended. Such fee shall be collected in full prior to building permit issuance. (MND, C-9)
47. Prior to grading permit approval, Developer shall include on the grading plans a reproduction of all conditions of this permit pertaining to dust control requirements. (PL)

Biological Resources

48. Nesting Bird and Raptor Survey and Avoidance. In the event that the proposed action is planned to occur within the general bird nesting season, a pre-construction nesting bird survey shall be conducted by a qualified biologist. The nesting season is generally considered February 1 through August 31, with a peak from March to June; however, these dates vary by year depending on prey availability, weather, and other factors. In the event an active bird is observed in the habitats to be removed or in other habitats within 100 feet for songbirds and 500 feet for raptors of the construction work areas, all construction work in the suitable habitat or within 100 feet/500 feet of the suitable habitat must be delayed until after September 1st, or surveys must be continued in order to locate any nests. If an active nest is found, clearing and construction within 100 feet/500 feet of the nest shall be postponed until the nest is vacated and juveniles have fledged, and until there is no evidence of a second attempt at nesting. Limits of construction to avoid a nest site shall be established in the field with flagging and stakes or construction fencing. Construction personnel shall be instructed on the ecological sensitivity of the area. (BIO-1)

Cultural Resources

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49. Developer shall contract with a qualified archaeologist to monitor all project-related ground-disturbing activities. In the unlikely event that potentially significant archaeological materials are encountered during construction, the applicant must comply with State regulations and City's standard condition of approval for handling such resources. (CUL-2)

Noise

50. The living areas for all residences in the project, including those adjacent to Vineyard Avenue, shall be constructed to include sufficient noise attenuation to reduce interior noise levels to a CNEL of 45 dBA, as required by California building standards. For the estimated exterior CNEL values of 65 dBA, this performance standard requires an exterior-to interior noise reduction of approximately 20 dBA. This noise reduction is routinely achieved in residential construction that is consistent with current California energy conservation standards, and involves measures such as exterior stucco walls with a Sound Transmission Class (STC) rating of 45, double-paned windows with an STC of 37, solid core exterior doors. Building permit applications shall include documentation that the interior standard of 45 dBA CNEL will be achieved through a combination of these or other measures. (N-1(a))
51. The living areas shall contain forced air ventilation. All duct work for ventilation shall include noise louvers at the exterior outlet and/or duct outlets shall be directed either opposite to or perpendicular to Vineyard Avenue. Upper level patio/deck areas shall not be positioned facing the Vineyard Avenue for residences along the western site boundary, or other mitigation to bring exterior living space within City Noise standard of 65 dBA, subject to a Noise Study reviewed and approved by the Planning Manager or designee. N-1(b))
52. Construction Noise Levels. For all construction-related activities, noise-attenuation techniques shall be employed as needed to ensure that noise remains as low as possible during construction, specifically at REC-1 through REC-3. The following noise-attenuation techniques shall be incorporated into contract specifications to reduce the impact of construction noise:
 - Ensure that construction equipment is properly muffled according to industry standards and in good working condition.
 - Place noise-generating construction equipment and locate construction-staging areas away from sensitive uses, where feasible.
 - Schedule high noise-producing activities between the hours of 7:00 AM and 5:00 PM to minimize disruption on sensitive uses.
 - Implement noise attenuation measures to the extent feasible, which may include but are not limited to temporary noise barriers or noise blankets around stationary construction noise sources.
 - Use electric air compressors and similar power tools rather than diesel equipment, where feasible.
 - All stationary construction equipment (e.g., air compressors, generators, impact wrenches, etc.) shall be operated as far away from residential uses as possible and shall be shielded with temporary sound barriers, sound aprons, or sound skins.

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- Construction-related equipment, including heavy-duty equipment, motor vehicles, and portable equipment, shall be turned off when not in use for more than 30 minutes.
- Clearly post construction hours, allowable workdays, and the phone number of the job superintendent at all construction entrances to allow for surrounding owners to contact the job superintendent. If the City or the job superintendent receives a complaint, the superintendent shall investigate, take appropriate corrective action, and report the action taken to the reporting party.

Water

53. The applicant shall provide for the allocation of groundwater pumping rights sufficient to serve the development (40.399 acre feet per year) from the Fox Canyon Groundwater Management Agency to the City of Oxnard, consistent with the ordinances and requirements of the two agencies, prior to recording the final map for the project.

ENVIRONMENTAL RESOURCES DIVISION

54. To ensure that solid waste generated by the project is diverted from the landfill and reduced, reused or recycled, Developer shall complete and submit a “City of Oxnard C&D Environmental Resources Management & Recycling Plan” (“Plan”) to the City for review and approval. The Plan shall provide that at least 50% of the waste generated on the project be diverted from the landfill. The Plan shall include the entire project area, even if tenants are pursuing or will pursue independent programs. The Plan shall be submitted to and approved by the Environmental Resources Division prior to issuance of a building permit. The Plan shall include the following information: material type to be recycled, reused, salvaged or disposed; estimated quantities to be processed; management method used; destination of material including the hauler name and facility location. Developer shall use the Plan form.
55. Developer shall follow the approved “City of Oxnard C&D Environmental Resources Management & Recycling Plan” and provide for the collection, recycling, and/or reuse of materials (i.e., concrete, wood, metal, cardboard, green waste, etc.) and document results during construction and/or demolition of the proposed project. After completion of demolition and/or construction, Developer shall complete and submit the “City of Oxnard C&D Environmental Resources Management & Recycling Report For Work Completed” (“Work Completed Report”) and provide legible copies of weight tickets, receipts, or invoices for materials sent to disposal or reuse/recycling facilities. For other discarded or salvaged materials, Developer shall provide documentation, on the disposal facility’s letterhead, identifying where the materials were taken, type of materials, and tons or cubic yards disposed, recycled or reused, and the project generating the discarded materials. Developer shall submit and obtain approval of the Work Completed Report prior to issuance of a certificate of occupancy.

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56. Developer shall arrange for materials collection during construction, demolition, and occupancy with the City's Environmental Resources Division or Developer shall arrange for self-hauling. Regardless of hauling methods, all materials collected must be conveyed to the Del Norte Regional Recycling and Transfer Station.
57. Developer shall make provisions to divert at least 50% of the waste material generated during occupancy through source reduction, recycling, reuse, and green waste programs. Developer shall complete and submit a "City of Oxnard C&D Environmental Resources Management & Recycling Occupancy Plan" ("Occupancy Plan") to the City's Environmental Resources Division. An Occupancy Plan must be submitted and approved prior to issuance of a certificate of occupancy. A "City of Oxnard C&D Environmental Resources Management and Recycling Occupancy Report" shall be submitted to the Environmental Resources Division annually for approval on the anniversary date of the certificate of occupancy or at any such time that the facility's operational functions change significantly.
58. Covenants, conditions and restrictions ("CC&Rs") shall be developed for the project that require the homeowner's association to make provisions to divert at least 50% of the material through source reduction, recycling, reuse, and/or green waste programs. Developer shall submit a "City of Oxnard C&D Environmental Resources Management & Recycling Occupancy Plan" ("Occupancy Plan") to the City's Environmental Resources Division. An Occupancy Plan must be submitted and approved prior to issuance of a final inspection. The CC&Rs shall require the homeowner's association to submit to the Environmental Resources Division a "City of Oxnard C&D Environmental Resources Management & Recycling Occupancy Report" annually for approval on the anniversary date of the certificate of occupancy or at any such time that the facility's operational functions change significantly.

DEVELOPMENT SERVICES DIVISION STANDARD CONDITIONS

59. Developer shall pay plan check and processing fees in effect at the time of construction plan submittal and shall pay development fees, encroachment permit fees, and other applicable fees in effect at permit issuance. (DS-1)
60. Developer shall enter into an agreement, approved as to form by the City Attorney, to install and construct all public improvements required by this permit and by the City Code. Developer shall post security satisfactory to the Finance Director, guaranteeing the installation and construction of all required improvements within the time period specified in the agreement or any approved time extension. (DS-14)
61. A California licensed civil engineer shall prepare the public improvement plans and documents for this project in accordance with City standards and shall submit all such plans to the City Engineer. Submittal shall include, but not necessarily be limited to, grading,

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street, drainage, sewer, water and other appurtenant improvement plans, construction cost estimates, soils reports, and all pertinent engineering design calculations. City will not approve a parcel map or final map nor issue a grading, site improvement or building permit until the City Engineer has approved all improvement plans. (DS-15)

62. Developer shall process permanent master planned improvements that are eligible for reimbursement in accordance with City policies, resolutions, and ordinances in effect at the time of recordation of the final map or parcel map or if there is no map, then at the time of public improvement plan approval. (DS-17)
63. Developer agrees, as a condition of approval of this resolution, to indemnify, defend and hold harmless, at Developer's expense, City and its agents, officers and employees from and against any claim, action or proceeding commenced within the time period provided for in Government Code Section 66499.37, to attack, review, set aside, void or annul the approval of this resolution or to determine the reasonableness, legality or validity of any condition attached thereto. City shall promptly notify Developer of any such claim, action or proceeding of which City receives notice, and City will cooperate fully with Developer in the defense thereof. Developer shall reimburse City for any court costs and attorney's fees that City may be required to pay as a result of any such claim, action or proceeding. City may, in its sole discretion, participate in the defense of any such claim, action or proceeding, but such participation shall not relieve Developer of the obligations of this condition. Developer's acceptance of this resolution or commencement of construction or operations under this resolution shall be deemed to be acceptance of all conditions thereof. (DS-18)
64. Prior to approval of the final map or parcel map, Developer shall provide the City Engineer with written evidence from the Ventura County Clerk's Office that Developer has executed and filed with the Clerk all certificates, statements and securities required by Government Code Sections 66492 and 66493. (DS-26)
65. Prior to recordation of the final map or parcel map, Developer shall annex the project property to the Calleguas Municipal Water District. (DS-43)
66. Developer shall provide soils reports, "R" value tests, and compaction tests for all streets. Determination of the actual structural sections shall be based on City's design procedure, "R" value tests of in-place soils, and approved traffic indices. (DS-53)
67. Developer shall install all water, gas, sewer, storm drain, electrical, cable television, and telephone lines before any paving is placed. (DS-54)
68. Prior to release of the final map or parcel map for recordation, Developer shall provide the City Engineer with a 100scale base map for addressing purposes. The map shall be drawn on 18inch by 24inch mylar and shall show the standard address map title block, north arrow, street names, tract number, phase boundary and lot numbers. The City will assign all addresses. (DS-56)

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69. Prior to release of the final map or parcel map for recordation, Developer shall post security satisfactory to the City Attorney guaranteeing that all survey monuments will be set as required by the Government Code and the City Code. (DS-57)
70. Developer shall submit a street lighting plan as a part of the civil improvement plans. Developer shall install streetlights in accordance with the plan. (DS-60)
71. Developer shall provide adequate vehicle sight distance as specified by CalTrans specifications at all driveways and intersections. (TR-71)
72. Developer, property owner or tenant shall participate in a Traffic Management Association (TMA) if one is formed and shall implement and participate in all programs and strategies established by the TMA. This condition shall be included in all leases and rental agreements for the project property. (TR-72)
73. Developer shall install bike racks in accordance with City standards at locations approved by City Traffic Engineer. (TR-73)
74. Prior to issuance of a building permit, all traffic signal, pavement marking and sign plans shall be prepared by a registered California traffic engineer and approved by the City Engineer prior to issuance of a grading, site improvement or a building permit. (TR-74)
75. In non-residential developments where fifty or more persons are employed, Developer shall include a transportation information center stocked with bus schedules, rideshare information, and related information on alternative methods of transportation. Developer or owner shall update such information at least once a month. (TR-77)

STORMWATER QUALITY CONDITIONS

76. Prior to issuance of a grading, building or demolition permit and prior to commencement of any clearing, grading or excavation, Developer shall provide evidence of assignment of a permit identification number by the California State Water Resources Control Board indicating submittal of a Notice of Intent (NOI) by the Developer in accordance with the NPDES Construction General Permit. Developer shall comply with all requirements of the General Permit and the Ventura Countywide MS4 Permit, including preparation of a Stormwater Pollution Prevention Plan (SWPPP). Developer shall keep the SWPPP updated to reflect current site conditions and a copy of the SWPPP shall be kept onsite and available for City or designated representative to review upon request. (DS-86)
77. Developer shall install 'Full Capture System Devices' ("Devices") certified by the State Water Resources Control Board Executive Director in compliance with the Statewide Trash Amendments ("Amendments") in all catch basins accepting stormwater runoff from any portion of this project that meets the definition of 'Priority Land Use' as defined by the

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Amendments at the time of issuance of a grading/site improvement permit. The Devices shall be sized and designed in accordance with requirements of the Amendments and the Technical Guidance Manual for Stormwater Quality Control Measures ("TGM"). (DS-88)

78. Developer shall pay to the County of Ventura a road mitigation fee in accordance with the agreement between the City and the County of Ventura. Proof of payment shall be provided to the Development Services Division prior to issuance of a building permit. (DS-105)
79. Developer shall ensure that the project landowner and Developer take all action necessary to transfer to City all water rights appurtenant to or associated with the project property and all Fox Canyon Groundwater Management Agency (GMA) groundwater pumping allocation (historical and baseline and credits accrued thereon) associated with groundwater extraction facilities used to irrigate the project property. Action necessary to transfer water rights and the GMA allocation shall include, but not be limited to, obtaining the necessary written approvals of the owners/operators of the groundwater extraction facilities and cooperating fully with City in obtaining written approval from the GMA for transfer of the GMA allocation. The transfer of water rights and the GMA allocation shall be completed and approved by the GMA to the satisfaction of City before City issues a site improvement permit to Developer. (DS-108)
80. Prior to recordation of the final map or parcel map, Developer shall cause the Assessment District Engineer to reapportion the existing assessments in accordance with the proposed re-subdivision. (DS-109)

DEVELOPMENT SERVICES DIVISION SPECIAL CONDITIONS

81. Developer shall place existing overhead utility lines on and adjacent to the project underground in accordance with City Code in effect at the time City issues a grading/site improvement permit. The current City Code does not require the placement of lines conducting in more than 33kv underground. Prior to recordation of the final map or issuance the grading/site improvement permit, Developer shall post security satisfactory to the Finance Director guaranteeing utility relocation including the cost of any required pole relocation.(DS)
82. Developer shall relocate existing high voltage (conducting in excess of 33kv) power poles to a location that is behind the proposed Vineyard Avenue sidewalk. (DS)
83. Developer shall process the final map associated with this permit concurrent with the site improvement plans for Planning and Zoning Permit 17-500-13. The final map shall be processed for recordation concurrent with approval of the PZ 17-500-13 site improvement plans. (DS)
84. Concurrent with recordation of the final map, Developer shall record an agreement (or similar document) between parcels 1 and 2 of Tract 5998 that provides for shared use and maintenance of the proposed shared onsite sewer main. (DS)

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85. Developer shall include in the project drainage report an evaluation of the quantity of stormwater currently conveyed within Vineyard Avenue at the north property line of the project. If the quantity of stormwater exceeds City standards, Developer shall extend the proposed Vineyard Avenue stormdrain line to the north property line and construct a catch basin inlet to convey the stormwater underground. Final design of this system is subject to approval of the Community Development Director. (DS)
86. Developer's drainage study shall include a determination of the unused stormwater capacity of the existing 54-inch stormdrain line in Vineyard Avenue. Stormwater runoff from this project shall be designed as the lessor of the unused 54-inch pipe capacity or the discharge limits placed on the project by the Ventura County Watershed Protection Agency. (DS)
87. Developer shall reconstruct the northeast curb return at the existing Vineyard Avenue/Rio School Lane intersection to align with the proposed width of the new private drive aisle. Improvements shall include a new ADA compliant pedestrian ramp. (DS)
88. Improvements required of this map include the widening of Vineyard Avenue as generally indicated on the tentative map. Vineyard Avenue improvements shall include pavement, raised median, curb, gutter, sidewalk, underground utilities and relocation of the existing overhead utility lines. Developer shall obtain approval of the improvement plans and enter into a standard subdivision improvement agreement to guarantee construction of the Vineyard Avenue widening prior to recordation of the final map. (DS)
89. Developer is required to properly destroy all existing onsite water wells (whether operational or not) in accordance with the California Department of Water Resources standards. The City is currently aware that at least 2 water wells have been previously drilled on this site. (DS)
90. Developer shall install fire hydrants along the project's Vineyard Avenue frontage as directed by the Fire Marshall. (DS)
91. Developer shall provide evidence of issuance of a Caltrans encroachment permit for work under Caltrans jurisdiction (Vineyard Avenue) prior to issuance of a permit by the City. (DS)
92. Developer shall provide signing and striping along Vineyard Avenue to accommodate the proposed Vineyard Avenue widening. Developer shall prepare a plan showing the existing and proposed signing and striping along Vineyard Avenue. The plan shall include approximately 100-feet south of the Ventura Boulevard/Vineyard Avenue intersection to approximately 350-feet north of the Stroube Street/Vineyard Avenue intersection. The striping shall include a #3 northbound through lane beginning at Ventura Boulevard with a right turn lane at Stroube Street. Final striping and signing shall be approved by the City Traffic Engineer in cooperation with Caltrans. (TR)
93. Prior to recordation of the Final Map, the Developer shall prepare a Property Access Agreement in a form approved by the City Attorney for pedestrian access to the adjoining

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property known as 2600 E. Vineyard Avenue (APN 145023217), and the agreement shall shall be recorded and executed prior to building permit issuance. (PL)

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NOW THEREFORE, the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Oxnard, State of California, held on the 4th day of February, 2030, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Michelle Ascension, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. XXXX

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PZ 17-560-01, TO PREZONE PROPERTY LOCATED AT 2714 EAST VINEYARD AVENUE (APN 145-0-232-010) TO GENERAL COMMERCIAL PLANNED DEVELOPMENT (C-2-PD). FILED BY RIO SCHOOL DISTRICT, 2500 E. VINEYARD AVE., OXNARD, CA AND THE PACIFIC COMPANIES, 430 E. STATE STREET #100, EAGLE, IDAHO.

WHEREAS, the owners of the unincorporated 10.24 acre parcel located at 2714 East Vineyard Avenue (APN 145-0-232-010) have filed Annexation Request No. PZ 17-610-01 to annex to the City of Oxnard (City), Calleguas Municipal Water District, and the Metropolitan Water District; and

WHEREAS, a 0.34 acre portion of County of Ventura public right-of-way is proposed to be included within the project area; and

WHEREAS, Annexation Request No. PZ 17-610-01 states the reasons for requesting annexation and describing the property and attaching a map thereof; and

WHEREAS, the owners have requested a concurrent pre-zoning of the property to C-2-PD (General Commercial Planned Development) consistent with the Oxnard 2030 General Plan land use designation of Commercial General; and

WHEREAS, on October 3, 2019 and November 21, 2019, the Planning Commission of the City of Oxnard held public hearings, reviewed the request, and recommended that the City Council approve the requested rezoning; and

WHEREAS, the City Council has carefully reviewed Planning Commission Resolution No. 2019-35 recommending approval of a rezoning for the subject property; and

WHEREAS, the City Council has held a public hearing and received and reviewed written and oral comments related to the proposed PZ No. 17-560-01; and

WHEREAS, the City Council finds after due study and deliberation that the public interest and general welfare require the adoption of PZ No. 17-560-01 and the rezoning to C-2-PD as shown on Attachment "A" hereto; and

WHEREAS, the City Council finds the rezoning is consistent with the 2030 General Plan; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA), the Community Development Director provided public notice of the intent of the City to adopt a Mitigated Negative Declaration (MND No. 2017-04) for the Project, the Project MND

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was circulated for public comment for 30 days between July 19, 2019 and August 19, 2019, and no comments were received that changed the four MND mitigations or findings; and

WHEREAS, the Planning Commission considered MND No. 2017-04, as amended at the November 21, 2019 Planning Commission, before making its recommendation herein and the MND's Mitigation Monitoring and Reporting Program is included in the MND document and incorporated by reference in this and related resolutions and permits; and

WHEREAS, Applicants agree, as a condition of adoption of this resolution at each Applicant's own expense, to indemnify, defend, and hold harmless City and its agents, officers, and employees from and against any claim, action or proceeding to attack, review, set aside, void, or annul the approval of this resolution or any proceedings, acts, or determination taken, done, or made prior thereto that were part of the approval process.

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

Part 1. PZ No. 17-560-01 (Rezoning) is approved, as shown on the map attached hereto as Attachment A and incorporated herein by reference.

Part 2. Within fifteen days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation, published and circulated in the City. Ordinance No. XXXXX was first read on February 4, 2020, and finally adopted on February 18, 2020, to become effective thirty days thereafter.

The foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Oxnard, State of California, held on the 4th day of February, 2030, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

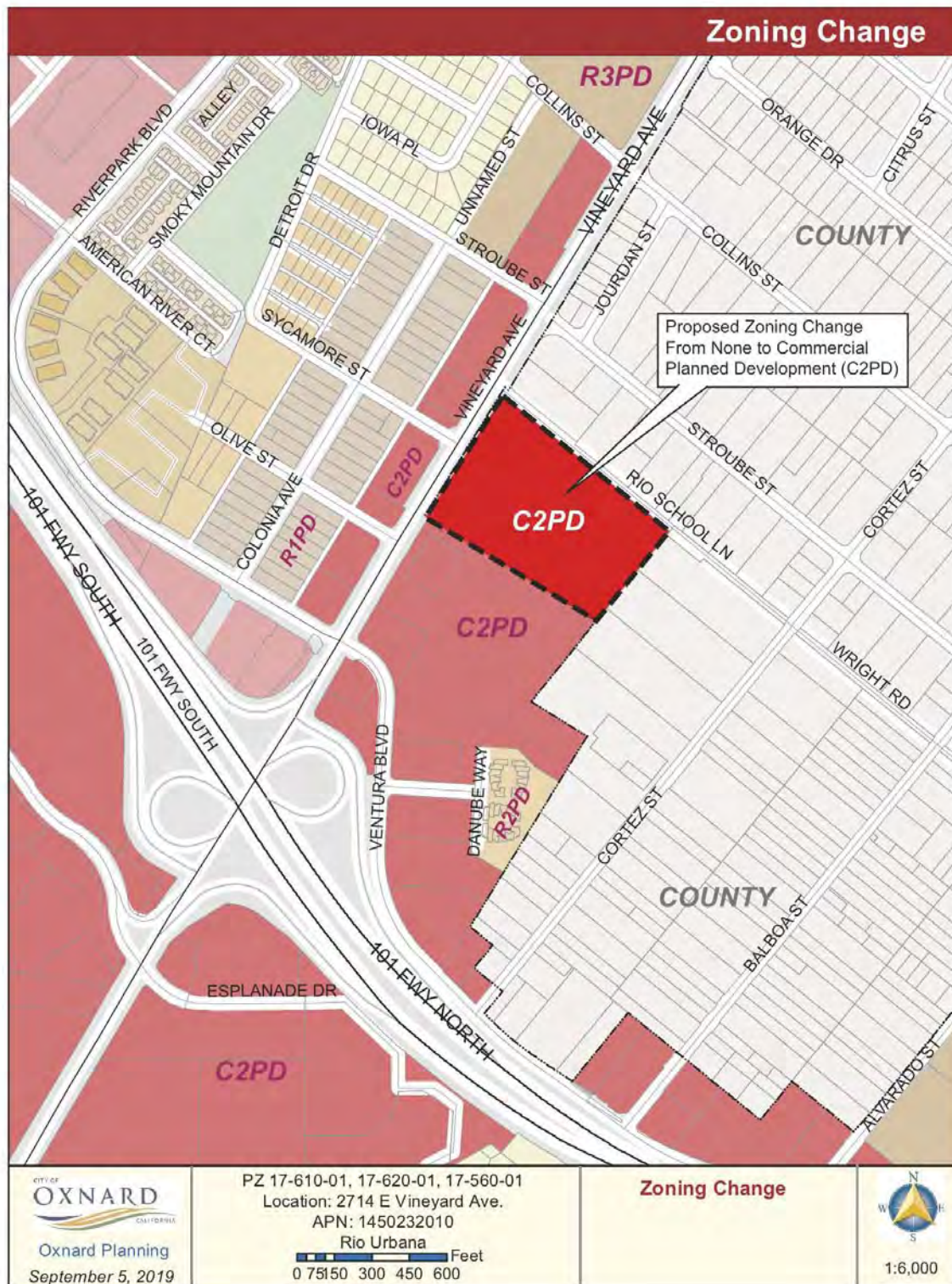
ATTEST:

Michelle Ascension, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Ordinance No. 2020 - [Prezoning]
Page 3



CITY OF OXNARD CEQA INITIAL STUDY CHECKLIST

Introduction for the FINAL Initial Study-Mitigated Negative Declaration. The text in the Final Initial Study Checklist includes markings to insert additions and ~~deletions~~ from the draft that was circulated for public review from July 19 through August 19, 2019, and to indicate clarifications that have been made in response to questions from the Planning Commission on October 3, 2019.

Project Title: Rio Urbana Project (Tentative Subdivision Map No. 5998)

Lead Agency Name and Address:

City of Oxnard
Community Development Department
Planning Division
214 S. C Street
Oxnard, California 93030

City of Oxnard Contact Person and Phone Number:

Chris Williamson, AICP, Contract Planner
(805) 385-8156

Project Location:

2714 East Vineyard Avenue and Rio School Lane
Assessor's Parcel Number (APN) 145-0-232-01

Co-Applicants:

El Rio School District
2500 East Vineyard Avenue
Oxnard, California 93036

The Pacific Companies
430 East State Street, Suite #100
Eagle, Idaho 83616

Project Contacts:

Tony Talamante, P.E.
Caleb Roope

Oxnard General Plan Designation: SCH – School

Oxnard Zoning: N/A – Unincorporated (County of Ventura)

Project Description: The proposed project includes demolition of the existing school buildings onsite (formerly El Rio Elementary School) and subdivision of the approximately 10.5 acre parcel into two parcels. The project would develop 167 condominium units in eight, three-story buildings that include a

City of Oxnard
Rio Urbana Project

fitness center and 17 low income deed-restricted units on the 9.12-acre parcel, as well as a two-story, 15,100 square foot office building on the 1.12-acre parcel. This office development is intended for use as relocated Rio School District administrative offices. The project would also include widening of Vineyard Avenue, associated parking, open space, landscaping, and amenities for on-site residents. The residential units would be made up of one- to three-bedroom attached units. The residential and office structures would have a maximum height of 38 feet. The residential portion of the project would include 431 parking spaces consisting of 169 resident garages, 163 parking spaces, and 99 guest parking spaces. The office portion of the project would include 60 standard parking spaces. Resident amenities include a 1,068 square foot recreation pavilion, four refuse structures, six play areas and a tot lot, and a dog run.

Rio School Lane would be vacated by the County of Ventura with current access and parking for adjoining properties, maintained. This roadway will be included as a private street within the annexation to the City of Oxnard, and will include a 7-foot wide sidewalk to connect existing access points from the adjacent residential area to Vineyard Avenue and its sidewalk. The project site would be accessed by three driveways from Vineyard Avenue. Internal circulation would accommodate fire and emergency access, and solid waste collection vehicles.

The project would require the following entitlements:

1. Annexation to the City of Oxnard (PZ 17-610-01)
2. Oxnard General Plan Amendment (PZ 17-620-01) to change the land use designation from School to Commercial General
3. Pre-Zoning to C-2-PD (PZ 17-560-01)
4. Tentative Subdivision Map that creates two parcels (Parcel 1 on 1.12 acres and Parcel 2 on 9.12 acres; PZ 17-300-03) and 167 condominium parcels
5. Special Use Permit (PZ 17-500-05) for development of an office building on Parcel 1
6. Special Use Permit (PZ 17-500-13) for three-story (38 feet high) residential use on Parcel 2
7. Issuance of a Density Bonus (PZ 17-535-02) for provision of three additional units (a 2% density bonus, out of the 20% that is allowable) and reduction in interior yard space from 30 percent to 24 percent

Surrounding Land Uses and Setting: The project site is location within the El Rio community in unincorporated County of Ventura north of the City of Oxnard. The site is bordered by the following land uses:

- North – CG- Commercial General, RL-Low Residential
- East – RL-Low Residential; eight-acre greenhouse and agriculture use which is designated in the Ventura County 2014-2021 Housing Element for affordable housing at 20 units per acre
- South – CG- Commercial General
- West – CG-Commercial General, RL-Low Residential

The project site is a 10.49 acre parcel developed with Rio School Lane and vacant buildings (cafeteria, administration, classrooms, and two portable buildings) that were formerly the El Rio Elementary School campus, closed since 2008. Portions of the site are currently utilized as parking and dispatch for school buses and storage.

The project site is shown in the context of the City's planning area boundaries on Figure 1. Figure 2 shows the project site boundary as well as the City's 2030 General Plan land use designations for the site

and surrounding properties. Figure 3 shows the project site boundary as well as the existing County of Ventura zoning designations. Figure 4 shows the proposed site plan for the project.

Other Public Agencies Whose Approval is Required:

- *Ventura Local Agency Formation Commission* – Annexation to the City of Oxnard and Annexation to the Calleguas Municipal Water District; Detachment from the Ventura County Resource Conservation District, Ventura County Fire Protection District, and Ventura County Service Area No. 32 of Ventura
- *California Department of Transportation* – Approval of Vineyard Avenue (State Route 232) improvements
- *County of Ventura* – Vacation of Rio School Lane, Detachment from County of Ventura service areas and districts
- *Calleguas Municipal Water District and Metropolitan Water District of Southern California*– Annexation
- *Fox Canyon Groundwater Management Agency* – Transfer of allocations for groundwater use well rights/entitlements
- *Ventura County Watershed Protection District* – Stormwater runoff compliance and permitting

Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code 21080.3.1?

[Note: Conducting consultation early in the CEQA process allows tribal governments, lead agencies, and project proponents to discuss the level of environmental review, identify and address potential adverse impacts to tribal cultural resources, and reduce the potential for delay and conflict in the environmental review process. (See Public Resources Code section 21083.3.2.) Information may also be available from the California Native American Heritage Commission's Sacred Lands File per Public Resources Code section 5097.96 and the California Historical Resources Information System administered by the California Office of Historic Preservation. Please also note that Public Resources Code section 21082.3(c) contains provisions specific to confidentiality.]

Project Plans:

Tentative Subdivision Map No. 5998
Civil Site Plan
Architectural Site Plan
Project Plans
Landscape Plan

Appendices:

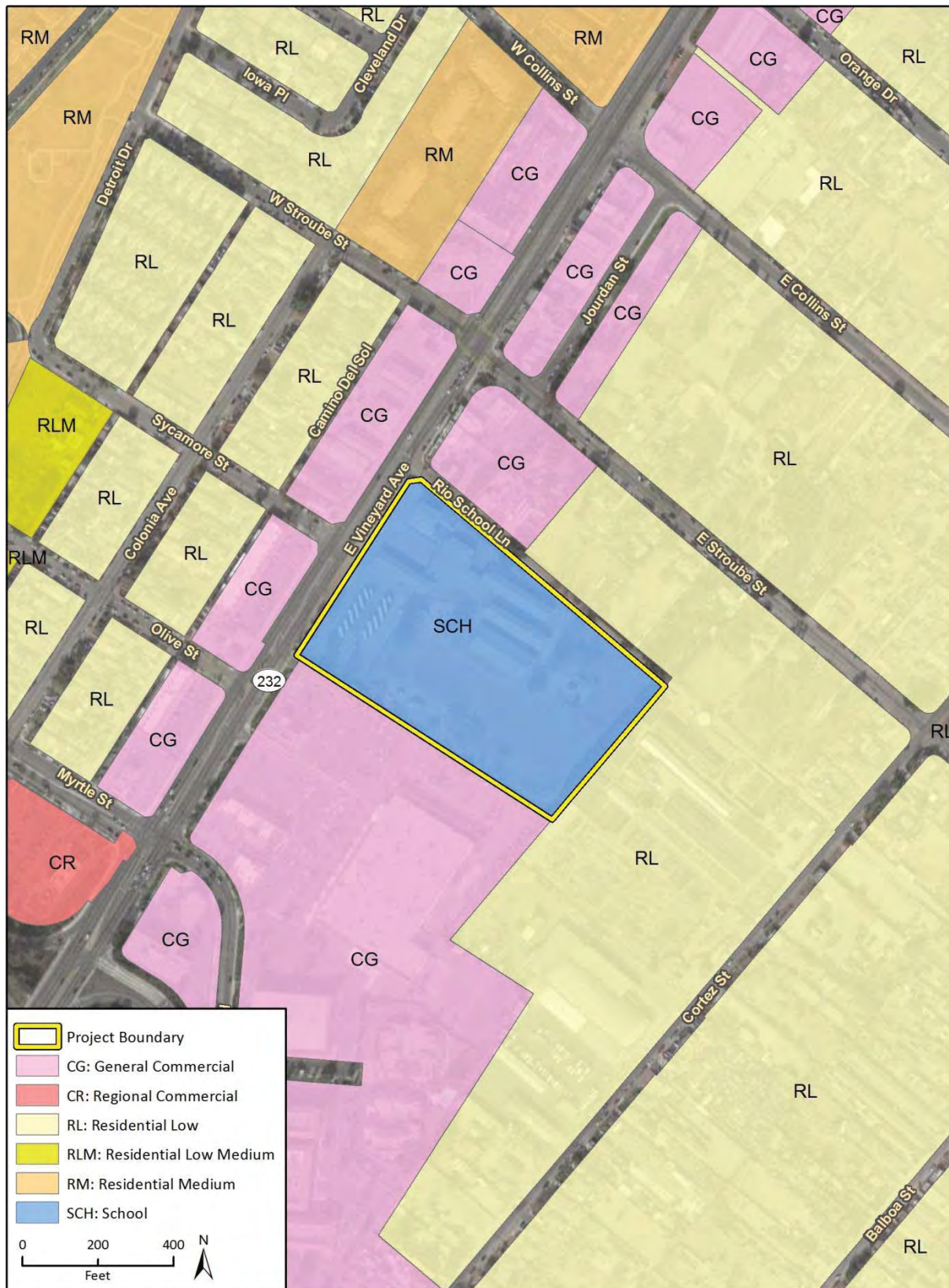
Appendix A – Air Quality Study
Appendix B – Health Risk Assessment of Diesel Emissions
Appendix C – Biological Assessment Report
Appendix D – Climate Change and Greenhouse Gas Study
Appendix E – Phase I Cultural Resource Assessment and Paleontological Resources Assessment
Appendix F – MS4 Compliance and Onsite Drainage Letter
Appendix G – Noise Study
Appendix H – Revised Traffic and Circulation Study
Appendix I – Wet Utility Preliminary Investigation and Domestic Water Supply and Demand Memorandum

City of Oxnard
Rio Urbana Project

Figure 1 Project Location and Planning Area Boundaries



Source: City of Oxnard, 2010.

Figure 2 Project Site and City Land Use Designations

Imagery provided by Google and its licensors © 2018.
Additional data provided by City of Oxnard, 2011.

Figure 3 Project Site and Existing County Zoning

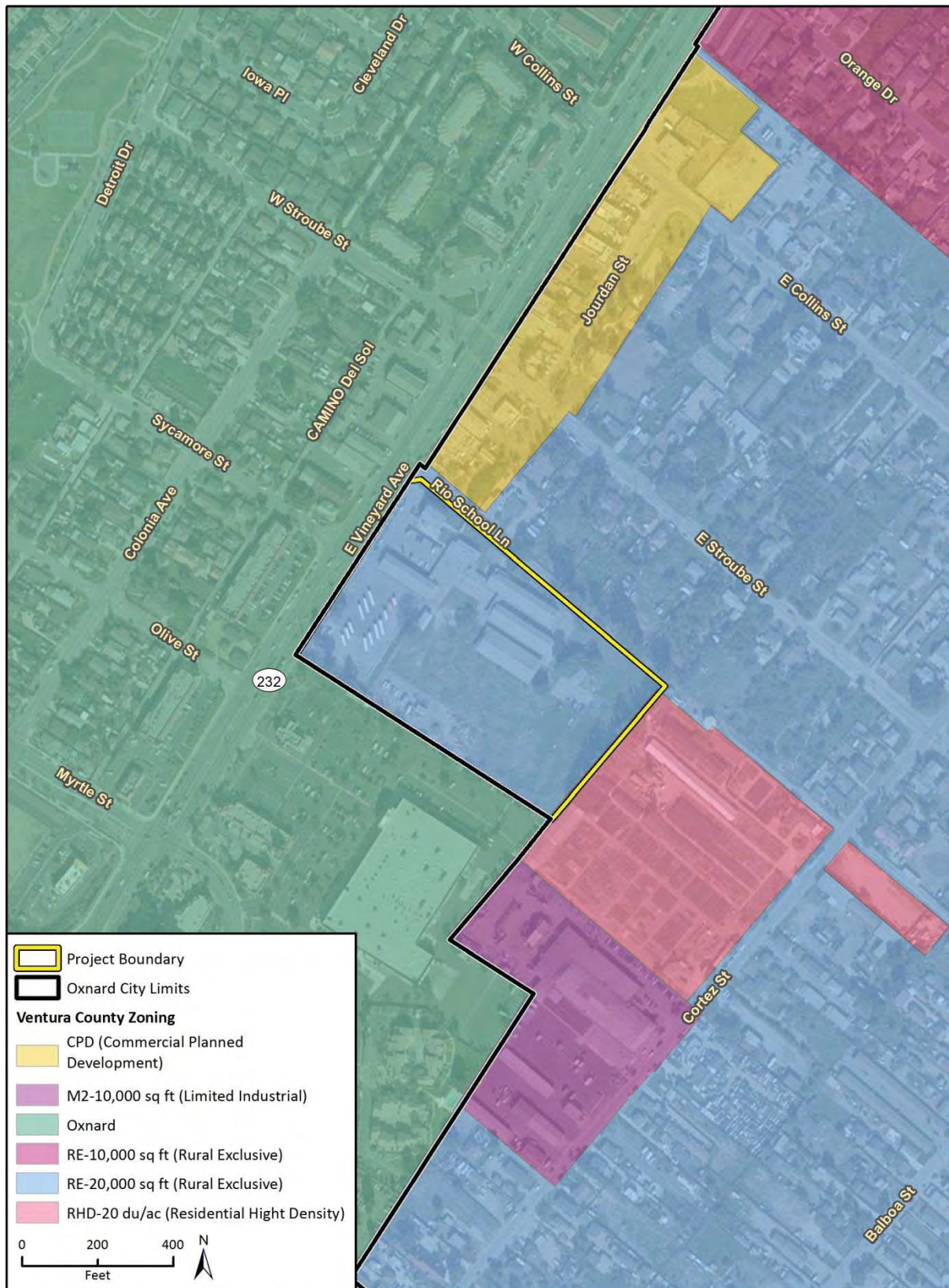


Fig. 3 Existing Ventura County Zoning

City of Oxnard
Rio Urbana Project

Figure 4 Proposed Site Plan



Source: kity Architecture + Planning 2019

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ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

☐ Aesthetics and Urban Design	☐ Climate Change and Greenhouse Gas Emissions	☒ Hydrology and Water Quality	☐ Population, Education, and Housing
☐ Agricultural Resources	☒ Cultural Resources and Tribal Cultural Resources	☐ Land Use and Planning	☐ Public Services and Recreation
☐ Air Quality	☐ Geology and Soils	☐ Mineral Resources	☐ Transportation and Circulation
☒ Biological Resources	☐ Hazards and Hazardous Materials	☒ Noise	☒ Utilities and Energy

DETERMINATION

On the basis of this initial evaluation:

- ☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- ☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- ☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- ☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- ☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature

Date

Printed Name

For

EVALUATION OF ENVIRONMENTAL IMPACTS

1. When the answer to a checklist question is “yes”, either the “Potentially Significant Impact” or “Less than Significant Impact with Mitigation Incorporated” box will typically be checked. When the answer to a checklist question is “no,” either the “Less than Significant Impact” or “No Impact” box will typically be checked.
2. A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
3. All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
4. Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is typically required.
5. "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from "Earlier Analyses," as described in (5) below, may be cross-referenced).
6. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other California Environmental Quality Act (CEQA) process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - a. Earlier Analysis Used. Identify and state where they are available for review.
 - b. Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.

- c. Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 7. Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
- 8. Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 9. The explanation of each issue should identify:
 - a. The significance criteria or threshold, if any, used to evaluate each question; and
 - b. The mitigation measure identified, if any, to reduce the impact to less than significance

ISSUE TOPICS

I. AESTHETICS AND URBAN DESIGN	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
1. Would the project have a substantial adverse effect on a scenic vista such as an ocean or mountain view from an important view corridor or location as identified in the 2030 General Plan or other City planning documents?	☐	☐	☒	☐
2. Would the project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway, or route identified as scenic by the County of Ventura or City of Oxnard?	☐	☐	☒	☐
3. Would the project substantially degrade the existing visual character or quality of the site or its surroundings such as by creating new development or other physical changes that are visually incompatible with surrounding areas or that conflict with visual resource policies contained in the 2030 General Plan or other City planning documents?	☐	☐	☒	☐
4. Would the project add to or compound an existing negative visual character associated with the project site?	☐	☐	☒	☐
5. Would the project create a source of substantial light or glare that would adversely affect day or nighttime views in the area?	☐	☐	☒	☐
1. The project site is currently developed with Rio School Lane and vacant buildings that were formerly the El Rio Elementary School campus. The existing school development does not constitute the type of urban landscape considered an important aesthetic resource in the City's 2030 General Plan. Therefore, changes to the appearance of the site from surrounding viewpoints due to the project would not result in an adverse effect on a scenic vista. No ocean, mountain, or other identified scenic views are provided from or through the site due to the existing development on the site. Therefore, redevelopment of the project site resulting in greater development density and intensity				

than the existing condition would not have a substantial adverse effect on any identified scenic vistas. This impact would be less than significant.

2. According to the California Department of Transportation (Caltrans) Designated Scenic Highway Route Map for Ventura County, the nearest Eligible State Scenic Highway to the project site is United States Highway 101 (U.S. 101). However, U.S. 101 is not officially designated as a State Scenic Highway and does not provide views of the project site due to intervening development and vegetation. According to Section 5.3.2 of the Background Report for the 2030 General Plan, Vineyard Avenue between Los Angeles Avenue and Patterson Road, from which the project site is visible, is included in the City's designated Scenic Highway/Roadway System. According to 2030 General Plan Goal CD-9.4, View Corridor Preservations, a landscaped buffer corridor of at least 30 feet deep is required along designated scenic corridors and other major transportation corridors. Views of the site from Vineyard Avenue are dominated by the existing development of the former El Rio Elementary School campus and current utilization for school bus parking and storage. No scenic resources are prominently visible onsite from Vineyard Avenue. Additionally, in compliance with 2030 General Plan Goal CD-9.4, the project has been designed with a 30-foot landscaped setback from the public right-of-way on Vineyard Avenue. With this design provision, the project would not result in substantial damage to scenic resources within a state or local scenic route. This impact would be less than significant.
- 3,4. The project site currently possesses a generally urban character due to the existing one- and two-story buildings comprising the former El Rio Elementary School campus onsite. The site is located in a developed portion of the County of Ventura's unincorporated El Rio community along East Vineyard Avenue and adjacent to the City of Oxnard, with surrounding uses consisting of various residential and general commercial uses that are similar in character. The proposed condominium residential units and amenities would be a maximum of three stories or 38 feet in height and would provide front, rear, and side setbacks, consistent with the proposed City of Oxnard C-2 zoning designation and R-3 development standards for residential development in the C-2 zone. The office building would be two stories and 35 feet in height. The proposed buildings would be designed to complement the urban character of surrounding uses. The proposed development would also include open space and landscaping features around new buildings to enhance the visual character, pursuant to 2030 General Plan Goal CD-9.4, and is subject to the City's design review process to ensure consistency with the City's goals, policies, and design guidelines. Therefore, as proposed, the project would be visually compatible with the character and quality of the surrounding urban development and consistent with City visual resource policies. This impact would be less than significant.
5. The project site currently contains facilities of a former elementary school that provide lighting and potential sources of glare on the site. Nighttime lighting sources also exist along East Vineyard Avenue in the vicinity of the site. New sources of lighting associated with the project would include security and street lighting typical of the surrounding residential and commercial development and would comply with Section 16-320 of the Oxnard Municipal Code, which specifies on-site lighting requirements that are applicable in all zones of the City. Exterior building materials would consist of non-reflective, textured surfaces and non-reflective, glazed glass on the building. The project would not include any sources of high-intensity lighting. As a standard condition of approval, all proposed

lighting would be subject to the City's review and approval process, which would include the preparation of a photometric plan for the project. Due to the existing ambient light conditions in the surrounding area as well on the project site, the proposed use of non-reflective building materials, and compliance with the City's lighting requirements and review processes, the project would not create a source of substantial light or glare that would adversely affect day or nighttime views in the area. This impact would be less than significant.

Cumulative Impact Analysis: The project would establish new residential and office uses on a previously developed site in an urban area resulting in no direct or indirect adverse project-level impacts, or contribution to cumulative impacts to aesthetic and visual resources. With incorporation of standard conditions of approval for compliance with City lighting requirements, impacts of the project with respect to glare and lighting would not be cumulatively considerable.

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II. AGRICULTURAL RESOURCES	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
1. Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to non-agricultural use?	☐	☐	☐	☒
2. Would the project conflict with existing zoning for agricultural use or an existing Williamson Act contract?	☐	☐	☐	☒
3. Would the project involve other changes in the existing environment that, due to their location or nature, could result in conversion of off-site farmland to non-agricultural use?	☐	☐	☐	☒
1,2. According to the California Department of Conservation (DOC) Ventura County Important Farmland 2016 and Ventura County Williamson Act FY 2015-2016 maps, the project site and surrounding properties consist entirely of Urban and Built-up Land. The project would not convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to non-agricultural use or conflict with land placed under an existing Williamson Act contract. There would be no impacts associated with conversion of Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to non-agricultural use, or conflicts with existing zoning for agricultural use or an existing Williamson Act contract.				
3. The project would result in new urban development on an infill site that is already developed with urban uses. The site and surrounding properties do not contain any farmland or other agricultural uses. The project would not involve changes that could result in the conversion of off-site farmland to non-agricultural use. There would be no impact.				

Cumulative Impact Analysis: In 1998, the Save Open Space and Agricultural Resources (SOAR) initiative was adopted establishing the City Urban Restriction Boundary (CURB), which defines the urban development boundary for the City of Oxnard until December 31, 2020, and re-designating all land designated “Agricultural Planning Reserve (AG/PR)” as “Agriculture (AG)”. The SOAR initiative also established a City Buffer Boundary (CBB) which lies outside of the CURB line and is coterminous with the Oxnard Area of Interest. Change to the CURB line or an agricultural land use designation within the CBB generally requires majority approval of Oxnard voters, with some exceptions (City of Oxnard 2011). In compliance with 2030 General Plan Policy CD-6.2, which supports the preservation of the SOAR requirements, the project would preserve agricultural land and uses within the City’s Planning Area by providing for housing on a previously developed site and relieving development pressure beyond the CURB line or on Agriculture-designated lands. As such, the project would not contribute to cumulative impacts to agricultural resources.

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III. AIR QUALITY	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
1. Would the project conflict with or obstruct implementation of the Ventura County AQMP?	☐	☐	☒	☐
2. Would the project violate any federal or state air quality standard or contribute substantially to an existing or projected air quality standard violation?	☐	☐	☒	☐
3. Would the project result in a cumulatively considerable net increase of any criteria in excess of quantitative thresholds recommended by the VCAPCD)?	☐	☐	☒	☐
4. Would the project expose sensitive receptors to pollutant concentrations exceeding state or federal standards or in excess of applicable health risk criteria for toxic air contaminants?	☐	☐	☒	☐
5. Would the project create objectionable odors affecting a substantial number of people?	☐	☐	☒	☐

Setting

An Air Quality Study was completed for the project by Meridian Consultants, LLC in August 2017 and is included as Appendix A. The Air Quality Study assesses and discusses the potential air quality impacts that may occur with the implementation of the project. The analysis estimates future emission levels resulting from construction and operation of the project, and identifies the potential for significant impacts based on adopted thresholds. An evaluation of the project's contribution to potential cumulative air quality impacts is also provided in the study. A Health Risk Assessment (HRA) of Diesel Emissions was also completed by Meridian Consultants, LLC in July 2017 and is included as Appendix B. The HRA assesses potential health risk impacts on future residents at the project site from exposure to diesel emissions generated by vehicles on U.S. 101. The AERMOD dispersion model was used to determine concentrations of diesel particulate matter (DPM) on the project site generated on U.S. 101 located approximately 1,000 feet to the south of the project site. The following discussion of air quality setting and impacts is based on the assessment and findings included in the Air Quality Study and HRA.

Federal and State standards have been established for ozone, carbon monoxide (CO), nitrogen dioxide (NO₂), sulfur dioxide (SO₂), lead, and particulates less than 10 microns in diameter (PM₁₀) and less than 2.5 microns in diameter (PM_{2.5}). California has also set standards for sulfates, hydrogen sulfide, vinyl

chloride, and visibility reducing particles. Local air pollution control districts are required to monitor air pollutant levels to ensure that air quality standards are met and, if they are not met, to develop strategies to meet the standards.

The project site is located in the County of Ventura, adjacent to the City of Oxnard, in the South Central Coast Air Basin (SCCAB). The South Central Coast Air Basin comprises Ventura County, Santa Barbara County, and San Luis Obispo County. The project site is also located in the Ventura County Air Pollution Control District (VCAPCD) boundaries. Air basins in which air pollutant standards are exceeded are referred to as “non-attainment areas.” Ventura County is a non-attainment area for federal eight-hour ozone standard. The County is also a non-attainment area for the State one-hour and eight-hour ozone standards (Final 2016 Ventura County Air Quality Management Plan [2016 AQMP], 2017).

Ventura County Air Pollution Control District is responsible for comprehensive air pollution control in the SCCAB including reducing emissions from stationary, area, and mobile sources. The Ventura County Air Pollution Control Board adopted the 2016 AQMP on February 14, 2017. The 2016 AQMP presents the County’s strategy to attain the 2008 federal eight-hour ozone standard by 2020, as required by the federal Clean Air Act Amendments of 1990 and applicable U.S. EPA clean air regulations. Table 1 includes the current federal and State air quality standards and the attainment status of pollutants.

Table 1 Federal and State Ambient Air Quality Standards

Pollutant	Averaging Time	Federal Primary Standards	Federal Attainment (Y/N)	California Standard	State Attainment (Y/N)
Ozone	8-Hour	0.070 ppm	N	0.070 ppm	N
	1-Hour	-	-	0.09 ppm	N
Carbon Monoxide	8-Hour	9.0 ppm	Y	9.0 ppm	Y
	1-Hour	35.0 ppm	Y	20.0 ppm	Y
Nitrogen Dioxide	Annual	0.053 ppm	Y	0.030 ppm	Y
	1-Hour	0.100 ppm	Y	0.18 ppm	Y
Sulfur Dioxide	Annual	-	-	-	-
	24-Hour	-	-	0.04 ppm	Y
	1-Hour	0.075 ppm	Y	0.25 ppm	Y
PM ₁₀	Annual	-	-	20 µg/m ³	N
	24-Hour	150 µg/m ³	Y	50 µg/m ³	N
PM _{2.5}	Annual	12 µg/m ³	Y	12 µg/m ³	Y
	24-Hour	35 µg/m ³	Y	-	-
Lead	30-Day Average	-	-	1.5 µg/m ³	Y
	3-Month Average	0.15 µg/m ³	Y	-	-

Notes: Y = yes, N = no, ppm = parts per million, µg/m³ = micrograms per cubic meter
Source: CARB 2017a and VCAPCD 2017

Ambient Air Quality

To identify ambient concentrations of criteria pollutants, VCAPCD operates eight air quality monitoring stations throughout the County. The monitoring station located closest to the project site and most representative of air quality within the City of Oxnard is the El Rio monitoring station, which is located on the campus of Rio Mesa High School at 545 Central Avenue, approximately 1.75 miles to the north of

the project site. Table 2 summarizes the annual air quality data over the past three years of available data for the local airshed (data from 2018 is not yet available).

Table 2 Ambient Air Quality Data at the El Rio Monitoring Station

Pollutant	2015	2016	2017
Ozone, 8-Hour, ppm			
Number of days of State exceedances (> 0.09 ppm)	0	1	1
Number of days of Federal exceedances (> 0.075 ppm)	0	1	1
Nitrogen Dioxide, ppm – Worst Hour			
Number of days of State exceedances (> 0.18 ppm)	0	0	0
Particulate Matter, < 10 microns, $\mu\text{g}/\text{m}^3$			
Number of samples of State exceedances (> 50 $\mu\text{g}/\text{m}^3$)	6	14	29
Number of samples of federal exceedances (> 150 $\mu\text{g}/\text{m}^3$)	0	0	1
Particulate Matter, < 2.5 microns, $\mu\text{g}/\text{m}^3$			
Number of samples of federal exceedances (> 35 $\mu\text{g}/\text{m}^3$)	0	0	4
Notes: ppm = parts per million, $\mu\text{g}/\text{m}^3$ = micrograms per cubic meter			
Source: CARB 2017b			

1. According to the Ventura County Air Quality Assessment Guidelines (VCAPCD 2003), a project must conform to the local general plan and must not result in or contribute to an exceedance of the County's projected population growth forecast in order to be consistent with the AQMP. According to the California Department of Finance (DOF) population and housing estimates, the City had a total population of 209,879 people and an average household size of 3.97 persons in January 2019. Using the average household size, the 167 proposed condominiums included in the project would accommodate approximately 663 people. This would result in a total population of 210,542 people in the City upon project implementation. VCAPCD's AQMP considers regional population forecasts developed by the Southern California Association of Governments (SCAG). SCAG's 2016–2040 Regional Transportation Plan/Sustainable Communities Strategy growth forecast projects a population of 237,300 people in the City in the year 2040. The total population in the City with implementation of the project is within SCAG's most recent growth projections for the City. As such, the growth forecast is also within the population growth parameters considered in the AQMP, which is updated by the VCAPCD to manage air emissions in the County of Ventura in accordance with local, State, and federal standards. Therefore, development of the project would not obstruct implementation of the AQMP or attainment of State or federal air quality standards resulting in a less than significant impact.
2. Construction emissions would be temporary in nature and would occur within the project area. The primary source of reactive organic gases (ROG), nitrogen oxides (NO_x), CO, and sulfur oxides (SOX) emissions is from internal combustion of construction equipment exhaust and on-road haul-truck trips, while the majority of particulate matter emissions would occur as a result of fugitive dust emissions generated during grading and excavation activities. Primary sources of PM_{10} and $\text{PM}_{2.5}$ emissions would be clearing activities, excavation and grading operations, construction vehicle traffic on unpaved ground, and wind blowing over exposed earth surfaces. As detailed in the Air Quality Study for the project, VCAPCD's Air Quality Assessment Guidelines recommend significance

thresholds for projects proposed in Ventura County. Under these guidelines, projects that generate more than 25 pounds per day (lb/day) of ROG or NO_x are considered to individually and cumulatively jeopardize attainment of the federal ozone standard and thus have a significant adverse impact on air quality. However, VCAPCD's 25 lb/day threshold for ROG and NO_x do not apply to construction emissions because construction emissions are not permanent. Nevertheless, for construction impacts, the VCAPCD recommends imposition of mitigation if emissions of either pollutant exceed 25 lb/day. The VCAPCD requires minimizing fugitive dust through various dust control measures as documented in Rule 55.

As detailed in the Air Quality Study, project construction would generate up to 80.2 lb/day of ROG and 130.2 lb/day of NO_x. The Air Quality Study assumed development of 182 dwelling units, 15,100 square feet of office space, and 463 parking spaces on the project site. The updated project, as proposed, would result in 15 fewer dwelling units and 32 fewer parking spaces than anticipated in the Air Quality Study. Therefore, the emissions estimates therein are considered a conservative estimate for the project as proposed. The project would be required to implement all applicable standard VCAPCD emissions control measures including dust control measures, such as watering graded areas, covering trucks hauling excavated soil, soil stabilization methods, and street sweeping; and construction equipment controls, such as minimizing idle time, maintaining equipment engines, using alternatively fueled equipment, and minimizing the number of pieces of equipment operated simultaneously. Additionally, all construction activities would be required to adhere to the VCAPCD Rule 50 for Opacity, Rule 51 for Nuisance, and Rule 55 for Fugitive Dust. Compliance with these measures would result in less than significant impacts to air quality associated with project construction emissions.

As detailed in the Air Quality Study, operational emissions associated with the project would be generated by both stationary and mobile sources as a result of normal day-to-day use of the proposed residential units and office facilities. Stationary emissions would be generated by the consumption of natural gas for space and water heating equipment. Mobile emissions would be generated by vehicles traveling to and from the project site. Project-generated operational emissions were estimated based on the proposed land use assumptions and vehicle emissions factors using the California Emissions Estimator Model (CalEEMod). According to the CalEEMod data output for the project (included in Appendix A of the Air Quality Study), project operations would generate up to 12.4 lb/day of ROG and 6.8 lb/day of NO_x. As discussed above, these emissions estimates are conservative as the project would result in development of fewer dwelling units and parking spaces than development assumed in the Air Quality Study for the project. Furthermore, these emissions would not exceed the VCAPCD significance thresholds of 25 lb/day. Therefore, impacts to air quality associated with new stationary sources of emissions and increased vehicle trips in the area as a result of the project would be less than significant.

3. The SCCAB is currently a nonattainment area for both the federal and State standards for ozone and the State standard for PM₁₀. With regard to determining the significance of the project's contribution to air quality violations, the VCAPCD neither recommends quantified analyses of cumulative operational emissions nor provides methodologies or threshold of significance to be used to assess cumulative construction or operational impacts. Instead, the VCAPCD recommends

that a project's contribution to cumulative impacts should be assessed utilizing the same significance criteria as those for project specific impacts. Therefore, if implementation of the project would generate operational emissions that exceed the VCAPCD-recommended daily thresholds for project-specific impacts, then the project would also cause a cumulatively considerable increase in emissions for those pollutants for which SCCAB is in nonattainment. As previously discussed, operational daily emissions associated with the project would not exceed VCAPCD significance thresholds. Therefore, cumulative impacts to air quality would be less than significant.

4. Neither the State of California nor the VCAPCD has developed a quantitative threshold for the purposes of evaluating the health impacts on residential developments from exposure to Toxic Air Contaminants (TAC) emissions associated with a nearby freeway or high-volume roadway. However, in absence of a threshold specific to assessing health impacts from a freeway, the State's significant risk for exposures to carcinogens thresholds of 10 per one million for cancer risk and 1 for hazard index (HI) were determined to be the most appropriate thresholds for use in this HRA analysis for the project. The analysis in the HRA found that the maximum cancer risk at the project site from DPM emissions generated by diesel-vehicle travel along U.S. 101 is 1.06 per 100,000 or 10.6 per one million, exceeding the State significance criteria. Additionally, the maximum non-cancer HI for the project's residents would be 0.18, which would not exceed the State significance criteria.

Project construction would result in short-term emissions of diesel particulate matter (DPM), which consists of exhaust $PM_{2.5}$ and PM_{10} and is a TAC. The project would be required to comply with the CARB Airborne Toxic Control Measures' anti-idling measure, which limits idling to no more than five minutes at any location for diesel-fueled commercial vehicles, as well as the required and applicable Best Available Control Technology and the In-Use Off-Road Diesel Vehicle Regulation to avoid and/or reduce emissions of DPM associated with project construction to the maximum extent possible.

During long-term project operations, TACs could be emitted as part of periodic maintenance operations, cleaning, and painting, and from periodic delivery trucks and service vehicles onsite. However, these uses are expected to be occasional and result in minimal exposure to on- and off-site sensitive receptors. Given that the project consists of residential and office uses, the project would not include sources of substantive TAC emissions identified by the VCAPCD- or CARB-siting recommendations.

Therefore, with implementation of the required CARB DPM control measures and minimal sources of TAC emissions associated with project operations, the project would not expose sensitive receptors to pollutant concentrations exceeding state or federal standards or in excess of applicable health risk criteria for TACs and would not exacerbate existing environmental conditions associated with DPM emissions at the site from U.S. 101. Impacts would be less than significant.

5. Land uses likely to produce objectionable odors include agriculture, chemical plants, composting operations, dairies, fiberglass molding, landfills, refineries, rendering plants, rail yards, and wastewater treatment plants. The project would not involve development or operation of any of these types of uses. Potential activities that may emit odors during project construction activities include the use of architectural coatings and solvents and the combustion of diesel fuel in on- and

off-road equipment. VCAPCD Rule 74.2 would limit the amount of ROGs in architectural coatings and solvents. In addition, project construction activities would be required comply with the applicable provisions of the CARB Air Toxics Control Measure regarding idling limitations for diesel trucks. Through mandatory compliance with VCAPCD rules and CARB idling limitation, construction activities would not create objectionable odors affecting a substantial number of people. This impact would be less than significant.

Cumulative Impact Analysis: The project's contribution to cumulative impacts to air quality is evaluated under issue 3. As previously discussed, air pollutant emissions would be generated by the consumption of natural gas for space and water heating equipment and by vehicles traveling to and from the project site. These emissions would not exceed the VCAPCD significance thresholds of 25 lb/day at the project level and, therefore, were determined to result in a less than significant cumulative impact to air quality.

IV. BIOLOGICAL RESOURCES	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
1. Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☒	☐	☐
2. Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations adopted by the California Department of Wildlife and Wildlife or U.S. Fish and Wildlife Service?	☐	☐	☐	☒
3. Would the project have a substantial adverse effect on federally protected waters of the U.S. as defined by Section 404 of the federal Clean Water Act or protected waters of the state as defined by Section 1600 et seq. of the California Fish and Game Code (including, but not limited to, marshes, vernal pools, and coastal wetlands) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒
4. Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☒	☐
5. Would the project conflict with any local policies or ordinances protecting biological resources?	☐	☒	☐	☐

6. Would the project conflict with an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?



The project site is located in a commercial and urban area dominated by ornamental and ruderal vegetation communities. There are no areas with strictly native vegetation and no drainages or waterways are present on the site. The elevation of the site is approximately 90 feet above mean sea level. The entire property had been previously graded and the terrain is flat.

A Biological Assessment Report (BA) was prepared for the project by BioResource Consultants, Inc. in July 2017 and is included as Appendix C. The BA document describes the existing conditions of biological resources on the project site and provides an analysis of biological resources, including the potential occurrence of special-status species and their habitats, on the site.

1. A large portion of the project site is paved and built out with buildings from the former El Rio Elementary School campus. Vegetation on the site consists mainly of ruderal fields. Ornamental shrubs border most fence lines, buildings, and parking lots on the developed portion of the site. The remainder of the site is also bordered by ornamental trees and shrubs. There are three Heritage trees, as defined by the Ventura County Tree Protection Ordinance, in the more central areas of the site. Heritage trees can be a tree of any species that is 90 inches in circumference for a single trunk. Heritage trees on the project area include a single coast live oak (*Quercus agrifolia*) and two velvet ash (*Fraxinus velutina*). All three of these trees are native and provide nesting habitat for birds. During a site visit for the BA, northern mockingbird (*Mimus polyglottos*) fledglings as well as many other adult birds were observed foraging in two of the Heritage trees. Throughout the area of the site with existing school buildings, house sparrows (*Passer domesticus*) were observed nesting. These birds are not protected by the Migratory Bird Act and commonly harass native birds and take over their active nests. Additionally, an inactive American crow (*Corvus brachyrhynchos*) nest was observed in the larger Heritage velvet ash tree. Courting behavior was observed in the field by Anna's hummingbirds (*Calypte anna*) and Cassin's kingbirds (*Tyrannus vociferans*). Although nesting habitat occurs where tall, dense vegetation occurs on the property, high disturbance in this urban area and disconnect of this property from any wildlife corridors results in low likelihood that a special-status bird would be nesting in marginal habitat on site. Nesting raptors could occur adjacent to the property in eucalyptus trees along Rio School Lane on the northeast border.

The Federal Migratory Bird Treaty Act (MBTA) and the California Fish and Game Code (FGC; §§ 3503, 3503.5, 3511, 3513, and 3800) protect most native birds. In addition, the federal and state endangered species acts protect some bird species listed as threatened or endangered. FGC § 3513 relies on the MBTA by prohibiting any take or possession of birds that are designated by the MBTA as migratory nongame birds, except as allowed by federal rules and regulations promulgated pursuant to the MBTA. In addition, FGC (§§ 3503, 3503.5, 3511, and 3800) further protects nesting birds, including passerine birds, raptors, and state "fully protected" birds. These regulations generally apply during the breeding season, because unlike adult birds, eggs and chicks are unable

to escape impacts. FGC § 3503.5 protects birds of prey, and their nests and eggs against take, possession, or destruction.

According to the BA, the project site is not located within any United States Fish and Wildlife Service (USFWS)-designated critical habitat. A review of the California Natural Diversity Database (CNDDDB) and other existing records within the vicinity of the site showed 116 species having previously been reported in the area. Of these 116 species, two species, Davidson's saltscale (*Atriplex serenana* var. *davidsonii*) and Monarch butterflies (*Danaus plexippus* pop. 1), have marginal habitat on the project site. However, due to the high level of disturbance and existing development, these species are unlikely to occur onsite. Therefore, the project would not have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or USFWS, because no listed species are expected to occur at the project site. Additionally, Heritage trees onsite would be required to be protected in compliance with 2030 General Plan Policy ER-10.2, which is intended to protect certain significant trees on private and public property through replacement or transplantation, as well as the City's Landscape Standards general requirements for the preservation of existing trees. Nevertheless, construction of the project could result in potential impacts to raptors and protected nesting birds located in Heritage trees on the site and in trees near the northeaster boundary of the site. Compliance with mitigation measure BIO-1 would ensure impacts are less than significant.

Mitigation Measure

The following mitigation measures would reduce impacts to a less than significant level.

- BIO-1** Nesting Bird and Raptor Survey and Avoidance. In the event that the proposed action is planned to occur within the general bird nesting season, a pre-construction nesting bird survey shall be conducted by a qualified biologist. The nesting season is generally considered February 1 through August 31, with a peak from March to June; however, these dates vary by year depending on prey availability, weather, and other factors. In the event an active bird is observed in the habitats to be removed or in other habitats within 100 feet for songbirds and 500 feet for raptors of the construction work areas, all construction work in the suitable habitat or within 100 feet/500 feet of the suitable habitat must be delayed until after September 1st, or surveys must be continued in order to locate any nests. If an active nest is found, clearing and construction within 100 feet/500 feet of the nest shall be postponed until the nest is vacated and juveniles have fledged, and until there is no evidence of a second attempt at nesting. Limits of construction to avoid a nest site shall be established in the field with flagging and stakes or construction fencing. Construction personnel shall be instructed on the ecological sensitivity of the area.
2. A large portion of the project site is paved and built out with buildings from the former El Rio Elementary School campus, and the entire property had been previously graded and the terrain is flat. Riparian vegetation or other sensitive natural community types do not occur on the project site or within the project vicinity. There are no sensitive natural communities identified in plans,

regulations, or by regulatory agencies within the project site. The proposed project would have no impact to riparian habitat or other sensitive natural communities.

3. According to the USFWS National Wetlands Inventory Wetlands Mapper database, no wetlands or other surface waters exist on the project site. Therefore, the project would not result in any impacts to State or federally protected waters.
4. The project site would not be expected to support wildlife movement due to the disturbed nature of the project site, adjacent urban development, and disconnect from any wildlife corridors. Additionally, the project would be required to comply with the provisions of the MBTA to avoid potential impacts to migratory birds. Therefore, the project would result in less than significant impacts associated with wildlife migration and use of nursery sites.
5. As previously discussed, the project would be required to ensure that on-site Heritage tree protection occurs in compliance with the requirements of the 2030 General Plan Policy ER-10.2 and the City's Landscape Standards. Therefore, with implementation of the requirements of the Tree Protection Ordinance, the project would result in a less than significant impact associated with conflicts with local policies or ordinances protecting biological resources.
6. According to the Environmental Impact Report for the City of Oxnard 2030 General Plan (2009), no established or planned Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan exists in the City Planning Area, which includes the project site. Therefore, the project would not result in any impact associated with conflict with the provisions of such plan.

Cumulative Impact Analysis: Impacts to biological resources in the Planning Area were analyzed by the 2030 General Plan EIR at a programmatic level, including all development facilitated by the 2030 General Plan, and found to be less than significant with implementation of uniformly applied development policies and regulations. The proposed project would have less than significant impacts with respect to biological resources and would be subject to the City's uniformly applied development policies and regulations. Therefore, the project would not contribute to or result in significant cumulative impacts to biological resources.

V. CLIMATE CHANGE AND GREENHOUSE GAS EMISSIONS	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
1. Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐
2. Would the project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases or otherwise conflict with the state goal or reducing greenhouse gas emissions in California?	☐	☐	☒	☐
3. Would the project contribute or be subject to potential secondary effects of climate change (e.g., sea level rise, increase fire hazard)?	☐	☐	☒	☐

A Climate Change and Greenhouse Gas (GHG) Study was prepared for the project by Meridian Consultants, LLC. in August 2017 and is included as Appendix D. The GHG Study assesses and discusses the potential GHG impacts that may occur with implementation of the project. The analysis in the GHG Study estimates future emission levels at surrounding land uses resulting from construction and operation of the project, and identifies the potential impacts. The findings of the GHG Study are summarized in this section.

Setting

The accumulation of GHGs in the atmosphere regulates the earth's temperature. Without the natural heat trapping effect of GHGs, Earth's surface would be about 34 degrees Celsius (°C) cooler (CalEPA 2006). However, emissions from human activities, particularly the consumption of fossil fuels for electricity production and transportation, have elevated the concentration of these gases in the atmosphere beyond the level of naturally occurring concentrations. Carbon dioxide (CO₂), methane (CH₄), and nitrous oxide (N₂O) are the GHGs that are emitted in the greatest quantities from human activities. Emissions of CO₂ are largely by-products of fossil fuel combustion. CH₄ results from fossil fuel combustion as well as off-gassing associated with agricultural practices and landfills. N₂O is produced by microbial processes in soil and water, including those reactions that occur in fertilizers that contain nitrogen, fossil fuel combustion, and other chemical processes.

Scientific modeling predicts that continued GHG emissions at or above current rates would induce more extreme climate changes during the 21st century than were observed during the 20th century. According to the CalEPA 2010 Climate Action Team Biennial Report, potential impacts of climate change

in California may include loss in snow pack, sea level rise, more extreme heat days per year, more high ozone days, more large forest fires, and more drought years (CalEPA 2010). While these potential impacts identify the possible effects of climate change at a global and potentially statewide level, current scientific modeling tools are generally unable to predict what impacts would occur locally with a similar degree of accuracy.

In response to an increase in man-made GHG concentrations over the past 150 years, California has implemented Assembly Bill (AB) 32, the “California Global Warming Solutions Act of 2006.” AB 32 codifies the statewide goal of reducing GHG emissions to 1990 levels by 2020 (essentially a 15 percent reduction below 2005 emission levels), and requires CARB to prepare a Scoping Plan that outlines the main State strategies for reducing GHGs to meet the 2020 deadline. In addition, AB 32 requires CARB to adopt regulations to require reporting and verification of statewide GHG emissions.

After completing a comprehensive review and update process, CARB approved a 1990 statewide GHG level and 2020 limit of 427 million metric tons of CO₂ equivalents (MMT CO₂e). The Scoping Plan was approved by CARB on December 11, 2008, and includes GHG emission reduction strategies related to energy efficiency, water use, and recycling and solid waste, among other measures. The Scoping Plan includes a range of GHG reduction actions that may include direct regulations, alternative compliance mechanisms, monetary and non-monetary incentives, voluntary actions, and market-based mechanisms.

In May 2014, CARB approved the 2013 Scoping Plan, the first update to the AB 32 Scoping Plan. The 2013 Scoping Plan defines CARB’s climate change priorities for the next five years and sets the groundwork to reach post-2020 goals set forth in Executive Order (EO) S-3-05. The update highlights California’s progress toward meeting the “near-term” 2020 GHG emission reduction goals defined in the original Scoping Plan. It also illustrates how to align the State’s longer-term GHG reduction strategies with other State policy priorities, such as for water, waste, natural resources, clean energy and transportation, and land use (CARB 2014).

Senate Bill (SB) 97, signed in August 2007, acknowledges that climate change is an environmental issue that requires analysis in CEQA documents. In March 2010, the California Resources Agency (Resources Agency) adopted amendments to the CEQA Guidelines for the feasible mitigation of GHG emissions or the effects of GHG emissions. The adopted guidelines give lead agencies the discretion to set quantitative or qualitative thresholds for the assessment and mitigation of GHGs and climate change impacts.

On September 8, 2016, the governor signed SB 32 into law, extending AB 32 by requiring the State to further reduce GHGs to 40 percent below 1990 levels by 2030 (the other provisions of AB 32 remain unchanged). On December 14, 2017, CARB adopted the 2017 Scoping Plan, which provides a framework for achieving the 2030 target. As with the 2013 Scoping Plan, the 2017 Scoping Plan does not provide project-level thresholds for land use development. Instead, it recommends that local governments adopt policies and locally-appropriate quantitative thresholds consistent with a statewide per capita goal of six metric tons (MT) CO₂e by 2030 and two MT CO₂e by 2050 (CARB 2017c).

For more information on the Senate and Assembly Bills, Executive Orders, and reports discussed above, and to view reports and research referenced above, please refer to the following websites: www.climatechange.ca.gov and www.arb.ca.gov/cc/cc.htm.

1. According to the GHG Study for the project, CARB, VCAPCD, and the City of Oxnard have not adopted a numerical GHG significance threshold for land use development projects (e.g., residential/commercial projects). Ventura County is adjacent to the South Coast Air Quality Management District (SCAQMD) jurisdiction and is part of the Southern California Association of Governments (SCAG) region. Given the lack of an adopted VCAPCD numerical significance threshold applicable to this project, the significance of the project is evaluated based on the proposed screening level of 3,000 MT CO₂e per year established by the adjacent SCAQMD. The GHG Study for the project found that the total project construction emissions would be approximately 713.5 MT CO₂e per year and construction emissions amortized over 30 years would be approximately 23.8 MT CO₂e per year. The GHG Study also found that the GHG emissions associated with the project operations would result in 2,184.7 MT CO₂e per year. The GHG Study assumed development of 182 dwelling units, 15,100 square feet of office space, and 463 parking spaces on the project site. The updated project, as proposed, would result in 15 fewer dwelling units and 32 fewer parking spaces than anticipated in the GHG Study. Therefore, the emissions estimates therein are considered a conservative estimate for the proposed project. GHG emissions associated with project construction and operations would not exceed the screening threshold of 3,000 MT CO₂e per year and impacts would be less than significant.
- 2,3. The California Air Pollution Control Officers Association (CAPCOA) suggests making significance determinations on a case-by-case basis when no significance threshold have been formally adopted by a lead agency. This includes evaluating a project's sources of GHG emissions and considering project consistency with applicable emission reduction strategies and goals. As detailed in the GHG Study, the project would be consistent with the policies identified in the City's 2030 General Plan for addressing energy issues of climate change mitigation and adaptation, sea level rise, and energy conservation and generation by incorporating solar panels and implementing features consistent with the latest requirements of the 2016 California Green Building Code. Additionally, as detailed in Table 7 of the GHG Study, the project would be consistent with recommendations presented in the California Climate Action Team Report and the project's post-2020 GHG emissions trajectory is expected to follow a declining trend, consistent with the State's 2030 and 2050 targets. Furthermore, the GHG Study determines that the project would be consistent with the goals of AB 32. The Project would incorporate energy reduction and water conservation measures, identified in the City's 2030 General Plan, that reduce GHG emissions compared to a conventional project of similar size and scope. Additionally, GHG emissions reductions would be achieved through energy-efficient lighting, installation of low-flow appliances, and water conservation.

In summary, the project would not conflict with any applicable plan, policy or regulation adopted for the purpose of reducing the emissions of GHGs or otherwise conflict with the state goal or reducing GHGs in California. The GHG reduction strategies incorporated into the project would ensure that the project would not contribute to or be subject to potential secondary effects of climate change. Impacts would be less than significant.

Cumulative Impact Analysis: Development facilitated by the 2030 General Plan would increase overall GHG emissions generated within the City. Analyses of GHG emissions and climate change are cumulative in nature, as they affect the accumulation of GHGs in the atmosphere. Projects that exceed the

thresholds discussed above would have a significant impact on GHG emissions and climate change, both individually and cumulatively. As indicated in issue 1, GHG emissions associated with the project would be less than significant. As a result, the project's contribution to cumulative levels of GHGs would not be cumulatively considerable and cumulative impacts to climate change would be less than significant.

VI. CULTURAL AND TRIBAL CULTURAL RESOURCES	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
1. Would the project cause a substantial adverse change in the significance of an historical resource as defined in CEQA Guidelines Section 15064.5?	☐	☐	☒	☐
2. Would the project cause a substantial adverse change in the significance of a unique archaeological resource pursuant to State CEQA Guidelines Section 15064.5?	☐	☒	☐	☐
3. Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☐	☒	☐
4. Would the project disturb any human remains, including those interred outside of formal cemeteries?	☐	☒	☐	☐

A Phase I Cultural Resource Assessment (Phase I) report was prepared by Applied Earthworks, Inc. in August 2017 and is included in Appendix E. The assessment consisted of records searches, Native American coordination, a Phase I survey, and documentation and evaluation of the project site, formerly the El Rio Elementary School campus, to identify any cultural resources present. A Paleontological Resource Assessment technical memorandum (memo) was also prepared by Applied Earthworks, Inc. in August 2017 for the site and is also included in Appendix E. The assessment consisted of a museum records search, a literature and geologic map review, and preparation of the memo, to identify any paleontological resources present on the project site.

- Generally, a cultural resource is considered historically significant if it is 45 years old or older, meets the requirements for listing on the California Register of Historic Resources (CRHR) under any one of the criteria defined in 14 CCR Section 15064.5, and possesses integrity of location, design, setting, materials, workmanship, feeling, and association. According to the Phase I for the project, one potentially historical cultural resource, the former El Rio Elementary School campus, was identified and documented on the project site. However, based on an evaluation of the school site in the Phase I, the El Rio Elementary School campus meets none of the CRHR significance criteria and is not considered a historical resource under CEQA. Therefore, the project would result in less than significant impacts to historical resources because no historic resources are present on the project site.

- 2, 4. The intensive pedestrian survey conducted for the Phase I failed to identify any prehistoric or historic archaeological resources on the project site. The records search for the Phase I indicated that an isolated, partial prehistoric Native American burial was uncovered while excavating for a storm drain adjacent to Vineyard Avenue less than a quarter mile from the project site. Therefore, there is potential to encounter subsurface cultural deposits during project construction activities and grading and impacts to such resources would be potentially significant. In the event of discovery or recognition of any human remains in any location other than a dedicated cemetery, there shall be no further excavation or disturbance of the site or any nearby area reasonable suspected to overlie adjacent remains until the Ventura County Coroner has determined whether or not the remains are subject to the Coroner's authority, pursuant to Section 7050.5 of the California Health and Safety Code. If the human remains are of Native American origin, the Coroner must notify the NAHC within 24 hours of identification. The NAHC will identify a Native American Most Likely Descendant (MLD) to inspect the site and provide recommendations for the proper treatment of the remains and associated grave goods. Under certain circumstances, as stipulated by CEQA Guidelines Section 15064.5, the lead agency or applicant must develop an agreement with the Native Americans for the treatment and disposition of the remains. Additionally, compliance with mitigation measure CUL-2 would be required to ensure impacts are less than significant.

Mitigation Measure

The following mitigation measure would reduce impacts to a less than significant level.

CUL-2 A qualified archaeologist shall monitor all project-related ground-disturbing activities. In the unlikely event that potentially significant archaeological materials are encountered during construction, the applicant must comply with State regulations and City's standard condition of approval for handling such resources.

3. Based on the literature review and museum records search results for the Paleontological Resource Assessment for the project, the paleontological sensitivity of the site was determined in accordance with the Society of Vertebrate Paleontology (SVP; 2010) sensitivity scale. The Quaternary alluvium mapped at the surface of the project site was determined to have a low paleontological resource potential because the deposits are likely too young to contain fossilized material. Project-related ground disturbing activities would primarily disturb surface deposits and, therefore, would not result in impacts to paleontological resources. This impact would be less than significant.

Cumulative Impact Analysis: Impacts to cultural resources in the Planning Area were analyzed by the 2030 General Plan EIR at a programmatic level, including all development facilitated by the 2030 General Plan, and found to be less than significant with implementation of the City's resource protection policies and regulations. With implementation of mitigation measure CUL-2, the project would have less than significant impacts with respect to cultural resources and tribal cultural resources and would be subject to the City's uniformly applied resource protection policies and regulations. Therefore, the project would not contribute to or result in significant cumulative impacts to cultural resources or tribal cultural resources.

VII. GEOLOGY AND SOILS	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
1. Would the project expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
a. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist or based on other substantial evidence of a known fault?	☐	☐	☐	☒
b. Strong seismic groundshaking that cannot be addressed through compliance with standard Code requirements?	☐	☐	☒	☐
2. Would the project be located on a geologic unit or soil that is unstable or that would become unstable as a result of the project and potentially result in an on-site or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse that cannot be addressed through compliance with standard Code requirements?	☐	☐	☒	☐
3. Would the project be located on expansive soil, creating substantial risks to life or property that cannot be addressed through compliance with standard Code requirements?	☐	☐	☒	☐
4. Would the project expose people or structures to inundation by seiche or tsunami?	☐	☐	☐	☒
5. Would the project rely on dredging or other maintenance activity by another agency that is not guaranteed to continue?	☐	☐	☐	☒

- 1a. The Alquist-Priolo Earthquake Fault Zoning Act (1972) requires the delineation of zones along active faults in California in order to regulate development on or near active fault traces to reduce the hazards associated with fault rupture and to prohibit the location of most structures for human occupancy across these traces. According to the City of Oxnard General Plan Background Report (2006), the General Plan Area, including the project site, is not located within an Alquist-Priolo zone. Therefore, the project would not expose people or structures to potential substantial adverse effects involving the rupture of a known Alquist-Priolo earthquake fault. There would be no impact.
- 1b.-3. The project site is located in a highly active earthquake region of Southern California and thus is subject to various seismic and geologic hazards, including ground shaking, landslide, lateral spreading, subsidence, liquefaction, or collapse. Seismically induced hazards cover a wide area and are greatly influenced by the distance of a site to the seismic source, soil conditions, and depth to groundwater. As with any location in Southern California, in the event of a strong earthquake (magnitude 6.0 to 7.5) originating near the site or a major earthquake (8.0 magnitude) along the San Andreas Fault, damage to onsite structures associated with these hazards could be severe and loss of life could occur.

According to the City of Oxnard General Plan Background Report (2006), there are no known earthquake faults in the City area. However, active and/or potentially active faults are present in the surrounding region, and some of these may extend into the subsurface beneath the General Plan Planning Area that generally extends from Point Mugu to Wells Road.

As part of the Community Development standard permitting procedure and uniformly applied development conditions, the project applicant and/or their contractors shall submit a site-specific soils investigation prepared by a licensed geotechnical engineer. At a minimum, the study shall include liquefaction and compressible soils characteristics on-site and shall identify any necessary construction techniques or other mitigation measures to prevent significant liquefaction/compressible soils impacts on the proposed project. All recommendations of the report shall be incorporated into the project as conditions of approval. The report shall be submitted concurrently with plans submitted for review by the Building Official. Additionally, the project would be required to comply with local policies and state regulations regarding building standards, hazard mitigation and seismic safety that would minimize risk and exposure to adverse effects of seismic events. Therefore, with compliance with local and State standards and the application of uniformly applied development conditions and standards, the project would have a less than significant impact associated with hazards of existing geological and soil conditions.

3. Expansive soils are generally clayey causing them to swell when wetted and shrink when dried. Wetting can occur naturally in a number of ways (e.g., absorption from the air, rainfall, groundwater fluctuations, lawn watering, and broken water or sewer lines). In hillside areas, as expansive soils expand and contract, gradual downslope creep may occur, eventually causing landslides. Clay soils also retain water and may act as lubricated slippage planes between other soil/rock strata, also producing landslides, often during earthquakes or when caused by unusually moist conditions.

Expansive soils are also often prone to erosion. Foundations of structures placed on expansive soils may rise during the wet season and fall during the succeeding dry season. Expansive soils can act as

a lubricant when between differing soil/rock strata, which can facilitate movement triggered during heavy rains or earthquakes. According to the County of Ventura Expansive Soils Map, the project site is located in a low expansive soil potential area of Oxnard (Ventura County Resource Management Agency 2010). According to Figure 5-12 of the City of Oxnard General Plan Background Report (2006), the project site is located in an area of low susceptibility to erosion. Therefore, the project would not create substantial risks to life or property due to expansive soils that cannot be addressed through compliance with standard Code requirements and this impact would be less than significant.

4. Seiches are seismically induced waves that occur in large bodies of water, such as lakes and reservoirs. According to the City of Oxnard General Plan Background Report (2006), the City's Channel Islands Harbor and Mandalay Bay could be potentially impacted by seiches. The project site is not in proximity to either of these areas and, therefore, new development and residents on the site would not be at risk of exposure to inundation by seiche. There would be no impact.

A tsunami is a tidal wave produced by off-shore seismic activity. The project site is not located in a tsunami inundation area as shown on the Tsunami Inundation Map of the Oxnard Quadrangle. Therefore, new development and residents on the site would not be at risk of exposure to inundation by tsunami. There would be no impact.

5. As a typical office and residential development on previously developed, flat site, the project would not require dredging or other maintenance activity that is not guaranteed to continue. There would be no impact.

Cumulative Impact Analysis: Impacts associated with geology and soils in the City Planning Area were analyzed by the 2030 General Plan EIR and found to be less than significant after implementation of uniformly applied development policies and regulations. The project would result in less than significant impacts with regards to geology and soils on and in the vicinity of the project site and would be required to comply with the City's uniformly applied development policies and regulations. Therefore, the project would not result in or contribute to cumulative impacts associated with geology and soils.

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VIII. HAZARDS AND HAZARDOUS MATERIALS	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
1. Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐
2. Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset or accident conditions involving the release of hazardous materials into the environment?	☐	☐	☒	☐
3. Would the project emit hazardous substances or involve handling hazardous or acutely hazardous substances, or waste within one-quarter mile of an existing or proposed school in quantities or a manner that would create a substantial hazard?	☐	☐	☐	☒
4. Would the project be located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a substantial hazard to the public or environment?	☐	☐	☒	☐
5. Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
1,2. The project would use normal and nominal amounts of hazardous materials during construction of the project as well as using household cleaners in during operation of the development with use of normal amounts of hazardous materials for maintenance of machinery used onsite, such as forklifts and trucks. No routine disposal of hazardous materials is proposed. Therefore, the project would not create a significant hazard to the public or the environment through a foreseeable upset or accident, or the routine transport, use, or disposal of hazardous materials and impacts would be less than significant.				

3. The project site currently contains facilities of the former El Rio Elementary School. However, the school has not been in operation for a number of years and these facilities would be demolished as part of the project. The nearest operational school to the project site is Rio del Mar Elementary School, located at 3150 Thames River Drive, approximately one-half mile north of the project site. Therefore, the project would not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste in one-quarter mile of an existing or proposed school, and there would be no impact.
4. In order to evaluate hazardous materials records located on the project site or adjacent to the project site, the State Water Resources Control Board GeoTracker database, and the Department of Toxic Substances Control EnviroStor database and Cortese List were reviewed in May 2018. Review of these resources indicates that the project site is not located in a site that is considered to contain hazardous materials pursuant to Government Code Section 65962.5. Two leaking underground storage tank (LUST) cleanup sites (T.W. Brown Oil Co [T0611100270] and Rio School Dist-Maintenance Yd [T0611101240]) are identified on East Vineyard Avenue, adjacent to the western boundary of the project site. However, the T.W. Brown Oil Co site has a Completed- Case Closed as of 8/29/1989 status and the Rio School Dist-Maintenance Yd site has a Completed- Case Closed as of 1/16/2001 status. Therefore, these sites would not present a substantial hazard to the public or environment and this impact would be less than significant.
5. The project would not involve the development of structures that could potentially impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan. The design of new access points would be reviewed and approved by the City of Oxnard Fire Department to ensure that emergency access meets City standards. Therefore, impacts would be less than significant.

Cumulative Impact Analysis: Impacts associated with hazards and hazardous materials in the City Planning Area were analyzed by the 2030 General Plan EIR and found to be less than significant after implementation of uniformly applied development policies and regulations. The project would result in less than significant impacts with regards to hazards and hazardous materials and would be required to comply with the City's uniformly applied development policies and regulations. Therefore, the project would not result in or contribute to cumulative impacts associated with hazards and hazardous materials.

IX. HYDROLOGY AND WATER QUALITY	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
1. Would the project cause a violation of any adopted water quality standards or waste discharge requirements?	☐	☐	☒	☐
2. Would the project substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level that would not support existing land uses or planned uses for which permits have been granted)?	☐	☒	☐	☐
3. Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner that would result in on- or off-site flooding or exceed the capacity of existing or planned stormwater drainage systems?	☐	☐	☒	☐
4. Would the project place new structures within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	☐	☐	☒	☐
5. Would the project impede or redirect flood flows such that it would increase on- or off-site flood potential?	☐	☐	☒	☐
6. Would the project expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	☐	☐	☒	☐
7. Would the project be exposed to a substantial risk related to inundation by seiche, tsunami, or mudflow?	☐	☐	☐	☒

1. The Ventura County Watershed Protection District, County of Ventura, and the cities of Camarillo, Fillmore, Moorpark, Ojai, Oxnard, Port Hueneme, San Buenaventura, Santa Paula, Simi Valley, and Thousand Oaks have joined together to form the Ventura Countywide Stormwater Quality Management Program and are named as co-permittees under a revised countywide municipal NPDES permit for stormwater discharges issued by the Regional Water Quality Control Board in 2010 (Order R4-2010-0108). Under Order R4-2010-0108, the co-permittees are required to administer, implement, and enforce a Stormwater Quality Management Program to reduce pollutants in urban runoff to the maximum extent practicable. Accordingly, the project would be required by uniformly applied regulations and conditions of approval to comply with Clean Water Act National Pollutant Discharge Elimination System (NPDES) requirements. Compliance with the Oxnard building permit would require the development and implementation of a Stormwater Pollution Prevention Plan (SWPPP) and associated Best Management Practices (BMP). The BMPs would include measures that would be implemented to prevent discharge of eroded soils from the construction site and sedimentation of surface waters offsite. The BMPs would also include measures to quickly contain and clean up any minor spills or leaks of fluids from construction equipment. Given the relatively flat topography of the site, distance from surface waters, the minimal grading and excavation required for construction, and implementation of the required SWPPP, construction of the project would not violate any water quality standards or waste discharge requirements. This impact would be less than significant.
2. As with the existing school district facilities on the site, the proposed development would include a connection to the municipal water supply system to provide potable water to the residential and office uses within the project. The following paragraphs provide a brief summary of groundwater resources and their regulation in the area. More detail regarding the planning and regulation of water service, is provided below in Section XVI Utilities and Energy.

Groundwater within the Oxnard Plain and throughout the region is under the management of the Fox Canyon Groundwater Management Agency (FCGWMA). The FCGWMA was created in 1982 by the California Legislature via the Fox Canyon Groundwater Management Agency Act [AB-2995] for the express purposes of regulating, conserving, managing, and controlling the use and extraction of groundwater to help preserve resources, and to counter seawater intrusion beneath the Oxnard Plain. The regulations of FCGWMA, which restrict groundwater withdrawals, apply to all groundwater users within its jurisdiction. These users include agricultural activities, industrial users, and municipal governments such as the City of Oxnard. The City will provide water to the proposed Rio Urbana development, and approval of the project will be subject to the provisions of the City of Oxnard Municipal Code Chapter 22: Water, as well as to the FCGWMA and other requirements. The City has a “net-zero” policy with respect to new development, which requires a proposed development to provide and transfer any necessary groundwater allocation to the City (subject to FCGMA approval) or contribute to City programs designed to offset potable water use. This policy was confirmed in a report to the City Council on October 19, 2009, and is incorporated into the City’s Urban Water Management Plan (UWMP; Oxnard 2016:Section 8.4.1), and other plans. Section XVI Utilities and Energy provides more detail regarding the provision of water service; and the key conclusion from that discussion is that the identified mitigation measures, which would implement

these existing requirements, would serve to mitigate the potential effects of the project on regional groundwater supplies.

With respect to potential localized effects on groundwater, Section 22-100 of the Oxnard Municipal Code requires that any existing water rights; groundwater pumping allocations from FCGWMA; and all wells, mains, easements and water production equipment or facilities, be assigned and transferred to the City of Oxnard. In addition, provisions of Article VII of the Municipal Code (starting at Section 22-110) regulate all well operations and require the destruction of any abandoned wells (Section 22-123). Because of these requirements, any wells that exist on the property and which may have been used in the past to serve the school facilities could not be used to serve the proposed development directly. For this reason, the project would not have any localized effects on groundwater withdrawals and would not adversely affect any other wells in the vicinity.

3. During operations of the project, surface water discharge would include minimal amounts of stormwater runoff generated during precipitation events. However, according to a letter prepared by Jensen Design & Survey, Inc. in January 2017 assessing required Ventura County Municipal Separate Storm Sewer Systems (MS4) permit compliance and on-site drainage, the project would increase stormwater flows on the project site. The MS4 compliance and drainage letter was revised in March 25, 2019, and is included in Appendix F of this Initial Study.

Given the nearly flat topography of the site, and landscaped and open space areas incorporated into the project design, precipitation would be expected to infiltrate or evaporate onsite more so than sheet flow over land and discharge offsite at substantial rates or volumes. The project would continue to use the existing stormwater system that is connected to the city's storm sewer system and consistent with applicable development standards and permits. The project would be subject to the requirements of a Ventura County MS4 permit. Site-specific BMPs would be designed by the contractor in compliance with all applicable regulations and conditions of the MS4 permit. More specifically, stormwater runoff would be directed to multiple inlets throughout the project site that connect to the onsite drainage system. The two proposed parcels (residential and office) would have individual drainage systems, a pollutant trap and separation unit, and an infiltration basin. Low flows entering the inlets would be routed through the separation unit before entering an infiltration basin. High flows that exceed the required volume of infiltration would be routed through the infiltration basin and released to the 54-inch City storm drain located in Vineyard Avenue. According to the MS4 compliance and drainage letter prepared for the project, this drain currently possesses excess capacity that would be sufficient to accommodate increased stormwater flows as a result of the project. The project would not include any unique components that would impact stormwater runoff quality. The project would also be required to comply with all standards requirements for a watercourse permit for potential project drainage effects on flows in the El Rio Drain, as implemented by the Ventura County Watershed Protection District, County of Ventura, and the City.

The County standard would require that the project not increase peak flows from 10-year, 25-year, and 100-year storms in the El Rio Drain. Section 202 of County Ordinance WP-2 requires County review and permit approval for any alteration in the characteristics of flow in channels under the County jurisdiction. Evidence of County review and issuance of written permission in compliance

with County Ordinance WP-2 will be required by the City prior to final approval of the project. Appendix F contains the updated drainage memo for the project prepared by Jensen Design & Survey, Inc., dated March 25, 2019. This study describes the combination of separation structures and infiltration systems that will keep peak flows from the developed project within current values and within the capacity of downstream drainage structures, consistent with requirements of both the City and the County of Ventura. Operation of the project would not be expected to violate any water quality standards or waste discharge requirements. The project would have less than significant impacts on water quality standards and discharge requirements.

- 4,5. The project site is located in an area mapped by the Federal Emergency Management Agency (FEMA) as Zone X, Area of Minimal Flood Hazard. The project site is not located in a 100-year flood hazard area. Additionally, the project site is an already developed site with existing structures. Redevelopment of the site for the project would not introduce any features or components that would impede or redirect flood flows such that it would increase on- or off-site flood potential. Impacts would be less than significant.

6. According to the Safety and Hazards chapter of the City of Oxnard General Plan Background Report (2006):

“Several dams are located at least 35 miles to the east and northeast of the city of Oxnard within Ventura and Los Angeles Counties. These include the Santa Felicia Dam at Lake Piru, the Castaic Lake Dam and the Pyramid Lake Dam. The major threat to Oxnard is upstream along the Santa Clara River corridor. Although the potential for a dam failure is considered low, should one or more of these dams fail, the entire city is located within the Dam Inundation Zone, also called Dam Failure Hazard Area. Damage to the city could be in the form of a wall of fast-moving water, mud, and debris.”

While potential failure of any of these dams could cause inundation of the City, including the project site, the Ventura County Hazard Mitigation Plan (2010) states that the probability of dam failure inundation is unknown, but would be the result of certain types of extreme storm events. The project would not exacerbate the potential for levee or dam failure and project-related impacts in relation to levee or dam failure would be less than significant.

7. Seiches are seismically induced waves that occur in large bodies of water, such as lakes and reservoirs. According to the City of Oxnard General Plan Background Report, the City’s Channel Islands Harbor and Mandalay Bay could be potentially impacted by seiches. The project site is not in proximity to a large body of water. Therefore, seiches are not a risk to the project site. No impacts would occur.

A tsunami is a tidal wave produced by off-shore seismic activity. The project site is not located in a tsunami inundation area as shown on the Ventura County Multi-Jurisdictional Hazard Mitigation Plan Update, and would not be subject to inundation by tsunami (County of Ventura 2010). No impacts would occur.

The project site is not located in an earthquake-induced landslide zone (California Geological Survey 2002). Landslides and mud flows are most likely to occur on or near a slope or hillside area, rather

than in generally level areas, such as the project site. Mud flows would not be a risk to the project. No impacts would occur.

Cumulative Impact Analysis: Impacts to hydrology and water quality as a result of development in the City Planning Area facilitated by the 2030 General Plan were analyzed by the 2030 General Plan EIR and found to be less than significant after implementation of uniformly applied development policies and regulations. The project would result in less than significant impacts with regards to hydrology and water quality and would be required to comply with the City's uniformly applied development policies and regulations. Therefore, the project would not result in or contribute to cumulative impacts associated with hydrology and water quality.

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X. LAND USE AND PLANNING	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
1. Would the project conflict with an applicable land use plan, policy or regulation of the City or other agency with jurisdiction over the project adopted for the purpose of avoiding or mitigating a significant environmental effect?	☐	☐	☒	☐
2. Would the project involve land uses that are not allowed under any applicable airport land use compatibility plan?	☐	☐	☐	☒
3. Would the project conflict with an applicable habitat conservation plan or natural community conservation plan?	☐	☐	☐	☒
4. Would the project physically divide an established community?	☐	☐	☒	☐

1. The project would involve demolition of the existing campus for the former El Rio Elementary School and the construction of 167 condominium residential units and a 15,100-square-foot office building. The project site lies within the County of Ventura's unincorporated community of El Rio, which is in the City of Oxnard's~~Ventura's~~ Sphere of Influence (SOI). The City currently designates the project site its former for school use. The entitlements requested by the project applicants include:

1. Annexation to the City of Oxnard (PZ 17-610-01)
2. Oxnard General Plan Amendment (PZ 17-620-01) to change the land use designation from School to Commercial General
3. Pre-Zoning to C-2-PD (PZ 17-560-01)
4. Tentative Subdivision Map that creates two parcels (Parcel 1 on 1.12 acres and Parcel 2 on 9.12 acres; PZ 17-300-03) and 167 condominium parcels
5. Special Use Permit (PZ 17-500-13) for development of an office building on Parcel 1;
6. Special Use Permit (PZ 17-500-05) for residential use on Parcel 2
7. Issuance of a Density Bonus for provision of three additional units and reduction in interior yard space from 30 percent to 24 percent

The City's Commercial General land use designation allows retail centers and free-standing commercial uses along arterials, and residential uses up to 18 dwelling units per acre and office use not to exceed a floor area ratio (FAR) of 0.35 to 1. The C-2 General Commercial zoning allows for professional and business offices, with the Planned Development (PD) designation permitting the development of multifamily residential uses in conformance with the City's 2030 General Plan. Based on the area of the parcel for the residential uses (approximately 9.12 acres), the Commercial

General land use designation would permit up to 164 dwelling units. With the approval of Density Bonus for providing 17 (10 percent of units) low income deed-restricted households, the project would be permitted to construct up an additional 20% or 30 units. Only 3 additional units are requested, however, for a total of 167 residential units. One additional concession, allowed by state and local codes would reduce the interior yard space from 30 percent to 24 percent on the project site. Construction of 167 residential units and a 15,100-square-foot office building as proposed by the project both would be consistent with the City's land use designation for the site if changes from SCH to Commercial General as proposed.

The project would be designed in accordance with the City's Zoning Code development standards to ensure massing and scale compatibility with surrounding uses. The office building would be two stories and consistent with the maximum building height of 35 feet, as well as with the minimum front, rear, and side setbacks permitted by the C-2 zoning designation. The residential buildings would be three stories (38 feet) in height, with review and approval of the requested Special Use Permit. The project incorporates a 30-foot landscaped setback along East Vineyard Avenue, in accordance with 2030 General Plan Policy CD-9.4, to provide a landscaped buffer along this City-designated scenic corridor. As such, implementation of the project would not conflict with the City's 2030 General Plan or zoning code. The project would introduce multifamily residential and commercial office uses that have been designed for visual compatibility and consistency with the surrounding land uses. Impacts would be less than significant.

2. The nearest airport to the project site is the Oxnard Airport, located approximately three miles southwest of the site. The Oxnard Airport Sphere of Influence (SOI) is a designated area for the coordination and review of land use proposals which may affect or be affected by the operations of the Oxnard Airport. The project site is outside of the Airport SOI. Therefore, the project would not result in any impact associated with land uses that are not allowed under an applicable airport land use compatibility plan.
3. According to the City's 2030 General Plan (2009), there is no established or planned Habitat Conservation Plan or Natural Communities Conservation Plan in or near the City's Planning Area, which includes the project site. Therefore, the project would have no impact associated with conflict with such a plan.
4. The proposed residential and office development would occur on a site developed with a former school and surrounded by residential and commercial uses. Therefore, the project would serve to extend similar surrounding uses and would not divide an established community. This impact would be less than significant.

Cumulative Impact Analysis: Impacts associated with land use and planning in the City Planning Area were analyzed by the 2030 General Plan EIR and found to be less than significant with implementation of uniformly applied development policies and regulations. The project would result in less than significant impacts with regard to land use and planning and would be required to comply with the City's uniformly applied development policies and regulations. Therefore, the project would not result in or contribute to cumulative impacts associated with land use and planning.

XI. MINERAL RESOURCES	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
1. Would the project result in the loss of availability of a known mineral resource of value to the region or state?	☐	☐	☒	☐
2. Would the project result in the loss of availability of a locally important mineral resource recovery site delineated in the 2030 General Plan, specific plan or other land use plan?	☐	☐	☒	☐

1.2. According to the Background Report for the 2030 General Plan, important mineral/sand/gravel deposits are primarily located along the Santa Clara River channel, along the U.S. 101 corridor, and along the eastern edge of the City. The project site is located in the City's Non-designated Mineral Resource Zone-2 (MRZ-2), indicating that mineral deposits may be present in the area. However, policies in the Ventura County Mineral Resource Management Plan establishing land use controls that allow for flexibility for mineral extraction do not apply because the site is not in an officially designated MRZ-2 area. Therefore, the project would not result in the loss of availability of a known mineral resource that is of known value to the region or the State, or loss of a designated locally important mineral resource recovery site. Impacts would be less than significant.

Cumulative Impact Analysis: Impacts to mineral resources in the City Planning Area were analyzed by the 2030 General Plan EIR and found to be less than significant with implementation of uniformly applied development policies and regulations. The project would result in less than significant impacts to mineral resources and would be required to comply with the City's uniformly applied development policies and regulations. Therefore, the project would not result in or contribute to cumulative impacts to mineral resources.

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XII. NOISE	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
1. Would the project generate or expose persons to noise levels in excess of standards established in the Oxnard 2030 General Plan or Noise Ordinance, or applicable standards of other agencies?	☐	☒	☐	☐
2. Would the project generate or expose persons to excessive groundborne vibration or groundborne noise levels?	☐	☐	☒	☐
3. Would the project generate a substantial temporary or periodic increase in ambient noise in the project vicinity above levels existing without the project?	☐	☒	☐	☐
4. Would the project generate a substantial permanent increase in ambient noise in the project vicinity above levels existing without the project?	☐	☐	☒	☐
5. For a project located within the airport land use plan for Oxnard Airport or within two miles of Naval Base, Ventura County at Point Mugu, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒
6. Would the project expose non-human species to excessive noise?	☐	☐	☒	☐

1. The Noise Study for the Rio Urbana Project (Noise Study), prepared by Meridian Consultants in May 2018, is included as Appendix G of this Initial Study. This study provides background information on noise and how it is measured and described. The Noise Study also provides quantitative estimates of potential noise effects of the proposed project based on criteria in use by the City of Oxnard. Material from the Noise Study, as well as additional information from other City documents is summarized in the following paragraphs.

The proposed multi-family residences within the project and existing detached single family homes and mobile homes to the northeast in the Rio neighborhood are noise-sensitive land uses. The Oxnard 2030 General Plan Goals & Policies (Oxnard December 2016:Goals SH-5 and SH-6) include

the City's noise goals and policies for maintaining appropriate noise levels in residential and other land uses within the City. Two different specific standards or criteria are described in the City of Oxnard CEQA Guidelines related to acceptable noise levels in various land use types (Oxnard May 2017:Section 12.3). These noise criteria are found (1) in the Oxnard General Plan Draft Background Report and (2) in the City's noise ordinance, Section 7-185 Exterior Noise Standards.

From the General Plan Draft Background Report, the maximum Community Noise Equivalent Level (CNEL) considered "normally acceptable" for single family and mobile home land uses is 60 decibels (dBA), and for multi-family land uses the CNEL limit is 65 dBA (Oxnard April 2006:Table 6-4). CNEL is a 24-hour average noise level, and is often used interchangeably with the Day-Night Average Noise Level (Ldn). The City's use of the CNEL standards in this manner is consistent with many other agencies and local governments (see Figure 6 in the Noise Study for the Rio Urbana Project.) These limits or criteria are intended to be applied to the evaluation of noise from all sources and how it affects the various land uses. Thus, these criteria are commonly used in evaluating noise from roadways, airports and aircraft overflights, rail operations, and similar sources.

In assessing the significance of noise level increases caused by a project – such as long-term increases in noise due to project-generated traffic, the Oxnard CEQA Guidelines reference criteria used by the Federal Transit Administration. For typical urban areas where existing noise levels range from 55 to 65 dBA (measured either as Ldn or Leq), a project-generated increase of from 2-3 dBA would be considered allowable. If existing noise levels are already excessive, then a more stringent increase of 1 dBA is applied up to 74 dBA. And if existing noise levels already exceed 75 dBA, then any increase is considered a significant impact (Oxnard May 2017:Table 5).

The City's noise ordinance uses a different approach to setting noise standards for various land uses. The ordinance is part of the City's process for regulating nuisances, and applies to the generation of noise from specific activities. For residential uses, the maximum allowable exterior sound level during daytime hours (7:00 a.m. to 10:00 p.m.) is 55 dBA, and for nighttime hours (10:00 p.m. to 7:00 a.m.), the limit is 50 dBA. In this context, the stated noise levels are One-hour Equivalent Noise Levels (Leq), not 24-hour averages. The noise ordinance itself has more details, including various adjustments for the presence of impulse sound and for various short-term exceedances. The ordinance also includes several exemptions, one of which applies to construction activities as long as specific days and hours are followed. For this reason, the City of Oxnard CEQA Guidelines suggests, "...construction related noise be considered 'substantial' only in unusual circumstances..." (Oxnard May 2017:page 57).

The Noise Study also reviews California State building code requirements applicable to multi-family residential dwellings, which require that interior living spaces meet a standard of 45 dBA CNEL or less. The Noise Study for the Rio Urbana Project describes the project, addressing both construction related noise and increases in traffic noise levels after the project is completed. Construction related effects are addressed in issues 2 and 3 below.

Traffic noise levels are computed in Table 5 (existing) and Table 9 (existing plus project) of the Noise Study for the Rio Urbana Project, which is Appendix G of this Initial Study. Aspects of the presentation in Tables 5 and 9 of the Noise Study may be confusing because it lists CNEL values for "AM" and "PM" time periods. As noted above, CNEL is a 24-hour noise descriptor so it does not

apply to morning or afternoon periods – it represents the average for an entire day. The “AM” and “PM” periods are identified in Table 9 because the morning and afternoon peak hour traffic volumes were used, in turn, to estimate the Average Daily Traffic (ADT) volumes for the noise model work. Thus, slightly different results of CNEL were obtained reflecting the use of either morning or afternoon peak hour volumes to estimate the ADT values used in the model work. Additionally, the noise estimates in the Noise Study are based on traffic generated by development of 182 dwelling units and 15,100 square feet of office space. The updated project, as proposed, would result in 15 fewer dwelling units, and thus fewer vehicle trips, than anticipated in the traffic and noise analyses for the project. Therefore, noise estimates herein are considered conservative estimates for the project as proposed. Excerpts from Table 9 in the Noise Study for the Rio Urbana Project are summarized here in Table 3. All of the noise levels shown in Table 3 are CNEL values computed for a distance of 75 feet from the center of the identified roadway.

Table 3 Summary of Existing Plus Project Traffic Noise Levels

Street	Intersection No. – Location of segment	Existing Noise Level	Existing Plus Project Noise Level	Change
Vineyard Ave.	1 North of E. Stroube St.	65.3 dBA	65.4 dBA	0.1 dBA
Vineyard Ave.	1 South of E. Stroube St.	65.2 dBA	65.3 dBA	0.1 dBA
Vineyard Ave.	2 North of Rio School Lane	65.6 dBA	65.6 dBA	0.0 dBA
Vineyard Ave.	3 South of Rio School Lane	65.6 dBA	65.7 dBA	0.1 dBA
Stroube St.	1 East of Vineyard Ave.	49.6 dBA	49.8 dBA	0.2 dBA
Stroube St.	1 West of Vineyard Ave.	47.0 dBA	47.0 dBA	0.0 dBA
Rio School Lane	2 East of Vineyard Ave	39.9 dBA	44.4 dBA	4.5 dBA

Source: Meridian Consultants, Inc. Noise Study for the Rio Urbana Project, Table 9, May 2018. Noise levels recorded on July 6, 2017

Note from Meridian Consultants, Inc. Noise Study: Roadway noise levels are modeled 75 feet from the center of the roadway.

Most of the intersections and roadway segments analyzed in the Noise Study for the Rio Urbana Project are located at some distance from the project site itself and are not representative of the residential neighborhood generally between Rio School Lane and Stroube Street. Table 3 above includes only those intersections potentially impacted by project traffic that are located generally near existing residential neighborhoods.

For the intersections where the existing CNEL value exceeds 65 dBA, the increase due to project traffic would be much less than 1 dBA. The only substantial increase in roadway noise levels caused by the project would be along what is now Rio School Lane that would serve as the primary access to the proposed development. Although the increase in traffic noise here would be about 4.5 dBA at 75 feet, the resulting CNEL values would still be relatively low (less than 45 dBA) in areas removed from Vineyard Avenue. The actual distance from the centerline of Rio School Lane and the nearest existing house is about 30 feet. At this distance the CNEL would be about 50.4 dBA, still well below the impact threshold of 65 dBA. For example, the existing residences on the north side of Rio School Lane closest to Vineyard Avenue are about 200 feet from the center of Vineyard Avenue. At this distance, the “Existing Plus Project” CNEL value would be reduced from 65.6 dBA to approximately 60 dBA. Areas closer to Vineyard Avenue would experience higher noise levels, but the added effect of project traffic would be much less in these areas. The primary concern in this respect would be the residences proposed within the project itself, specifically those in residential

Building 2 (south of Rio School Lane) ~~65.6~~ that would be about 86 feet from the center of Vineyard Avenue. At this distance, the existing CNEL from Vineyard Avenue would be about 64.7 dBA, and the existing plus project CNEL would be 64.8 dBA. This result is right at the limit considered acceptable for multi-family residential uses, and exterior living areas would exceed 65 dBA. Although the increases in noise would be relatively minor, the proposed development would lead to small increases in traffic related noise levels in areas where existing noise levels already exceed and mitigation would be required to reduce potential impacts to nearby sensitive receptors to a less than significant level.

Mitigation Measure

The following mitigation measures would reduce potential impacts related to the exposure of people to excessive noise levels to a less than significant level. Equivalent design measures may be substituted as long as the identified performance standard is met.

N-1(a) Building Material Guidelines. The living areas for all residences in the project, including those adjacent to Vineyard Avenue, located within 75 feet of the Vineyard Avenue shall be constructed to include sufficient noise attenuation to reduce interior noise levels to a CNEL of 45 dBA, as required by California building standards. For the estimated exterior CNEL values of 65 dBA, ‡This performance standard requires an exterior-to interior noise reduction of approximately 20 dBA or more. This noise reduction is routinely achieved in residential construction that is consistent with current California energy conservation standards, and involves measures such as exterior stucco walls with a Sound Transmission Class (STC) rating of 45, double-paned windows with an STC of 37, solid core exterior doors. Building permit applications shall include documentation that the interior standard of 45 dBA CNEL will be achieved through a combination of these or other measures. This would typically require the use of double-paned windows on all windows that are exposed to traffic noise. Such windows should have a minimum laboratory standard transmission class (STC) of 37. The glass shall be sealed into the frame in an airtight manner with a non-hardening sealant or a soft elastomer gasket, or gasket tape. The window frames shall be correctly installed into the wall and insulated to avoid any air gaps. The total area of glazing facing Vineyard Avenue in rooms used for sleeping on the upper floors shall not exceed 20 percent of the wall area. Solid-core doors shall be used for those doorways facing Vineyard Avenue and walls should be insulated in conformance with California Title 24 requirements. Exterior wall material shall be stucco, or other surface with an STC rating of at least 45.

N-1(b) Building Design. The living areas shall contain forced air ventilation. All duct work for ventilation shall include noise louvers at the exterior outlet and/or duct outlets shall be directed either opposite to or perpendicular to Vineyard Avenue. Upper level patio/deck areas shall not be positioned facing the Vineyard Avenue for residences along the western site boundary without additional mitigation or verification that exterior CNEL values would meet the City noise standard of 65 dBA as shown in a Noise Study reviewed and approved by the Planning Manager or designee.

2. Ground vibration is discussed in the *Noise Study for the Rio Urbana Project*. The study focused on three existing residences near the project site that are representative of residences in the vicinity.

Due to the relatively short distances separating these residences from the project site, construction noise levels from the proposed development would cause increases ranging from about 9 dBA to 21 dBA over short periods of time. As described above, the City of Oxnard Noise Ordinance includes an exemption for construction activities during normal working hours. Even with this exemption, the construction noise from the proposed development is considered a potential significant impact that warrants mitigation. Specific mitigation measures to reduce construction noise levels are listed below.

No mitigation measures are necessary related to ground vibration, since the Noise Study for the Rio Urbana Project concludes that ground vibration from construction activities would remain well below the criteria used. Specifically, the construction activities are estimated to cause peak particle velocities (PPV) of 0.021 inches per second at the nearest residences, which is well below the criterion of 0.5 inches per second for PPV.

Mitigation Measure

To reduce the effects of construction activity noise to a less than significant level, the following mitigation measure would be required:

N-2 Construction Noise Levels. For all construction-related activities, noise-attenuation techniques shall be employed as needed to ensure that noise remains as low as possible during construction, specifically at REC-1 through REC-3. The following noise-attenuation techniques shall be incorporated into contract specifications to reduce the impact of construction noise:

- Ensure that construction equipment is properly muffled according to industry standards and in good working condition.
- Place noise-generating construction equipment and locate construction-staging areas away from sensitive uses, where feasible.
- Schedule high noise-producing activities between the hours of 7:00 AM and 5:00 PM to minimize disruption on sensitive uses.
- Implement noise attenuation measures to the extent feasible, which may include but are not limited to temporary noise barriers or noise blankets around stationary construction noise sources.
- Use electric air compressors and similar power tools rather than diesel equipment, where feasible.
- All stationary construction equipment (e.g., air compressors, generators, impact wrenches, etc.) shall be operated as far away from residential uses as possible and shall be shielded with temporary sound barriers, sound aprons, or sound skins.
- Construction-related equipment, including heavy-duty equipment, motor vehicles, and portable equipment, shall be turned off when not in use for more than 30 minutes.
- Clearly post construction hours, allowable workdays, and the phone number of the job superintendent at all construction entrances to allow for surrounding owners to contact the job superintendent. If the City or the job superintendent receives a complaint, the superintendent shall investigate, take appropriate corrective action, and report the action taken to the reporting party.

3. Temporary increases in noise levels caused by the project would occur due to construction activities. This potential impact is discussed above in issue 2.
4. The project is not expected to cause any significant permanent increases in noise levels. Increases in traffic noise levels due to the project are discussed in issue 1 above, and are considered to be a less than significant impact.
5. As discussed in the Land Use and Planning section, the project site is located outside of the Oxnard Airport Sphere of Influence. The project site is located approximately two miles from the nearest points of the 60 dBA CNEL contours associated with the Oxnard Airport (to the southwest) and about three miles from the nearest extent of the 60 dBA CNEL contour from the Camarillo Airport (to the east-southeast) (Ventura County Department of Airports August 2004:Exhibit D-4, and Ventura County Airports Land Use Commission July 2007:Exhibit E-3). This project site is also located more than five miles from Naval Base, Ventura County at Point Mugu. Therefore, the project would not result in exposure of people residing or working in the project area to excessive noise levels associated with nearby airports. There would be no impact.
6. There are no listed endangered or threatened species within the project site, and the proposed development would not subject any sensitive biological species to noise levels beyond those common in urban neighborhoods. Additionally, the project would be required to implement mitigation measure BIO-1 to reduce and/or avoid potential impacts to nesting birds and raptors. For this reason, potential effects related to this issue would be less than significant.

Cumulative Impact Analysis: Impacts associated with noise generated by all development facilitated by the 2030 General Plan were analyzed by the 2030 General Plan EIR and found to be significant for which an overriding consideration was adopted. The project would have less than significant impacts with respect to noise with implementation of mitigation measure N-2, and would be subject to the City's uniformly applied resource protection policies and regulations. Therefore, the project would not contribute to or result in significant cumulative impacts to noise.

XIII. POPULATION, EDUCATION, AND HOUSING	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
1. Would the project involve a General Plan amendment that could result in an increase in population over that projected in the 2030 General Plan that may result in one or more significant physical environmental effects?	☐	☐	☒	☐
2. Would the project induce substantial growth on the project site or surrounding area, resulting in one or more significant physical environmental effects?	☐	☐	☒	☐
3. Would the project result in a substantial (15 single-family or 25 multi-family dwelling units – about one-half block) net loss of housing units through demolition, conversion, or other means that may necessitate the development of replacement housing?	☐	☐	☐	☒
4. Would the project result in a net loss of existing housing units affordable to very low- or low-income households (as defined by federal and/or City standards), through demolition, conversion, or other means that may necessitate the development of replacement housing?	☐	☐	☐	☒
5. Would the project cause an increase in enrollment at local public schools that would exceed capacity and necessitate the construction of new or expanded facilities?	☐	☐	☒	☐
6. Would the project directly or indirect interfere with the operation of an existing or planned school?	☐	☐	☒	☐
1,2. The project consists of the development of 167 condominium residential units and a 15,100-square-foot office building on an approximately 10.5-acre site containing the former El Rio Elementary School campus. In January 2019, the City had a total population of 209,879 people and an average household size of 3.97 persons (DOF 2019). Based on the 2019 population and household size, the				

project would result in an increase of approximately 663 residents in the City, representing an increase of 0.32 percent from the January 2019 population. The proposed office uses are not likely to generate an additional population within the City because the majority of these new employees would be relocated from existing Rio School District facilities located nearby at 2500 East Vineyard Avenue.

The 2030 General Plan projects a City population within a range of 238,000 to 286,000 people, with the Southern California Association of Governments (SCAG) projecting a population of 237,300 people by 2040. The population growth facilitated by the project would represent less than one percent of these growth forecasts and would be within the predicted growth projections previously evaluated by the City's 2030 General Plan and SCAG. While the project applicant is requesting an amendment to the 2030 General Plan to annex the project site into the City limits and to change the land use designation from School to Commercial General, the project site is in a developed area of the County surrounded by various low density residential and general commercial uses. Therefore, the proposed residential and office uses would be compatible with the uses designated by the City's General Plan for the project area. Impacts would be less than significant.

3.4. The project site does not contain any existing dwelling units. Therefore, the project would not result in any loss of housing units, including affordable to very low- or low-income households, through demolition, conversion, or other means that may necessitate the development of replacement housing. There would be no impacts.

5.6. According to the DOF population and housing estimates, the City had a total population of 209,879 people and an average household size of 3.97 persons in January 2019. Using the average household size, the 167 proposed condominiums included in the project would result in an increase in the City's population of 663 people. A portion of this new population would likely be school-age and would attend local public schools including those operated by Rio School District, and Oxnard Union High School District.

At the elementary school level (grades k-5), the Rio Elementary School District is over capacity. At the time the *Facilities Master Plan* was prepared in 2014, it was predicted that only one elementary school would be under capacity by 2016 and that two schools would be over 100% utilization (Rio School District September 2014:page 5). By 2018, in the *Developer Fee Justification Study & School Facilities Needs Analysis*, the District determined that for the elementary grades K-5 it was 207 students over capacity, but for the middle school grades 6-8 it was 201 students under capacity (Rio School District October 2018:Table 2).

The projections of future development and student generation in the 2018 study included the assumption that the Rio Urbana development project would be completed (along with other projects in the City). Based on generation rates used in the 2018 study, the Rio Urbana project would generate about 29 K-5 students and 10 grade 6-8 students, or about 10% of the projected growth at the time (Rio School District 2018:Tables 4 and 5).

Oxnard Union High School District has seven existing high schools, plus an independent study school and a continuation school. Nearest to the project site are: Oxnard High School, Pacifica High School,

and Rio Mesa High School. All three of these high schools have student enrollment in excess of their original facility capacity and all three use portable classrooms to accommodate part of their current enrollment. The Oxnard Union High School District has acquired land and is planning a new eighth high school southeast of N. Rose Avenue and Caesar Chavez Drive, with construction to start in 2020 (Oxnard Union High School District, October 2017 and January 2019).

To offset a project's potential impact on schools, Government Code 65995(b) establishes the base amount of allowable developer fees a school district can collect from development projects located within its boundaries. The fees obtained by the local districts are used to maintain the desired school capacity and the maintenance and/or development of new school facilities. The project proponents would be required to pay the State-mandated school impact fees. Pursuant to Section 65995(3)(h) of the California Government Code (SB 50, chaptered August 27, 1998), the payment of statutory fees "...is deemed to be full and complete mitigation of the impacts of any legislative or adjudicative act, or both, involving, but not limited to, the planning, use, or development of real property, or any change in governmental organization or reorganization." Additionally, the project would provide new administrative office space for the Rio School District, assisting in the operation of the schools in this district. Therefore, impacts to local public schools as a result of the project would be less than significant.

Cumulative Impact Analysis: Population and housing were analyzed by the 2030 General Plan EIR and found to be less than significant after implementation of uniformly applied development policies and regulations. The project would result in less than significant impacts to population, education, and housing and would be required to implement the City's uniformly applied development policies and regulations. Therefore, the project would not contribute to or result in cumulative impacts to population, housing, and education.

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XIV. PUBLIC SERVICES AND RECREATION	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
1. Would the project increase demand for fire protection service such that new or expanded facilities would be needed to maintain acceptable service levels, the construction of which may have significant environmental effects?	☐	☐	☒	☐
2. Would the project increase demand for law enforcement service such that new or expanded facilities would be needed to maintain acceptable service levels, the construction of which may have significant environmental effects?	☐	☐	☒	☐
3. Would the project increase the use of existing park facilities such that substantial physical deterioration of the facilities would occur or be accelerated or that new or expanded park facilities would be needed to maintain acceptable service levels?	☐	☐	☒	☐
4. Would the project increase the need for or use of existing library or other community facilities such that substantial physical deterioration of the facilities would occur or be accelerated?	☐	☐	☒	☐
1. Upon annexation to the City of Oxnard, the project site and proposed development would be under the jurisdiction of the Oxnard Fire Department (OFD). The OFD fire station nearest to the project site is Station 7, located approximately 0.6 mile northeast of the site at 3300 Turnout Park Circle. The project would increase development density on the project site and result in new population in the City of Oxnard resulting in a potential increase in demand for OFD services. However, the population growth facilitated by the project would not substantially affect provision of fire protection given the location of the project in an urbanized area adjacent to the City and in close proximity to existing fire stations. <u>Additional information related to police and fire service is provided in Response 3.3 contained in Attachment 1, Responses to Comments. For clarification, that information is repeated here in the following paragraphs</u>				

In the 2018 Municipal Services Review for the City of Oxnard, LAFCO indicated that the City employed 0.67 firefighters for every 1,000 residents (up from a ratio of 0.48 in 2000). The Police Department employed one officer for each 831 residents (LAFCO 2018:pages 11-12).

With respect to fire service, the project site is less than one mile from the City of Oxnard Fire Station No. 7, located at 3300 Turnout Park Circle. The City Fire Department sets a goal of a 240 second (4 minute) travel time. Station No. 7 achieves this goal about 42% of the time. Station No. 7 is located approximately 0.7 miles to the northeast, just off of E. Vineyard Avenue. This proximity would allow a travel time well within the goal of 4 minutes. This City Fire Station No. 7 is located adjacent to the Ventura County Fire Station No. 51, located at 3302 Turnout Park Circle, which currently serves the unincorporated El Rio community (including the project site).

The City provides police services directly, including community patrol, criminal investigation, emergency communications, animal safety, and support services. The project site is located within Police Beat 14, Riverpark District. According to the LAFCO Municipal Services Review, the City of Oxnard 2017-2018 budget allowed for increased spending both for new vehicles and staffing to help maintain the police staffing ratio (Ventura LAFCO 2018:12).

The proposed development would be required to meet all fire and building code provisions to the satisfaction of the City and OFD. As such, the increase in demand for OFD services would not result in the need for new or expanded facilities to maintain acceptable service levels, the construction of which may have significant environmental effects. This impact would be less than significant.

2. Upon annexation to the City of Oxnard, the project site and proposed development would be under the jurisdiction of the Oxnard Police Department (OPD) for law enforcement protection services. OPD operates from its police station located at 251 South C Street, approximately 2.5 miles south of the project site. OPD also operates a police substation located within the Collection RiverPark center at 2751 Park View Court, less than one mile west of the project site. The City is divided into four police districts, each of which is further divided into smaller response beats. The project site is located in Beat 12, which is part of the North District. The project would increase development density on the project site and result in new population in the City of Oxnard resulting in a potential increase in demand for OPD services. However, the population growth facilitated by the project would not substantially affect provision of police protection given the location of the project in an urbanized area adjacent to the City and in close proximity to existing police stations. Additionally, construction of the project would incorporate various security features, such as fencing, surveillance cameras, and security lighting, to minimize trespassing, vandalism, and other uses that could place an additional demand on OPD. As such, the increase in demand for OPD services would not result in the need for new or expanded facilities to maintain acceptable service levels, the construction of which may have significant environmental effects. This impact would be less than significant.
3. Under the Quimby Act (California Government Code Section 66477), cities and counties in California may require that developers set aside land, donate conservation easements, or pay fees for park improvements in order to achieve a minimum of three acres per 1,000 residents. The goal of the Quimby Act is to require developers to assist in the mitigation of impacts associated with property improvements and development. According to Section 4.5.1 of the Background Report for the 2030 General Plan, the City of Oxnard operates 50 existing park facilities located in the City Planning Area. In total, the City Planning Area contains approximately 828 acres of parkland, including a 362-acre

public golf course. Based on the City's January 2019 population of 209,879, the City currently possesses 3.9 acres of parkland per 1,000 residents. The project would generate approximately 663 new residents in the City of Oxnard, increasing demand on City park and recreational facilities. However, the project would provide various on-site recreational amenities, including a recreation center and activity room, tot lot, and small dog park, as well as open space areas. Therefore, the new residents generated by the project would likely use these areas for recreation before going elsewhere in the City alleviating some of the potential demand of the project on existing City park or recreational facilities. Additionally, the increase in City residents as a result of the project would not decrease the parkland to resident ratio below the requirement of three acres per 1,000 residents of the Quimby Act. The employees associated with the proposed office uses are likely to be relocated from existing Rio School District facilities and, therefore, would not result in a substantial increase in demand on existing park or recreational facilities. In accordance with the City's 2030 General Plan, the project applicant would meet any additional demand on parks and recreational facilities through payment of applicable developer fees to finance public facilities. These developer fees would be assessed and determined by the City's Community Development Department through the plan check and permitting process prior to the issuance of building permits. This impact would be less than significant.

4. The nearest library to the project site is the Albert H. Soliz Library. This library is owned and operated by the County of Ventura, but located in the City of Oxnard at 2820 Jourdan Street, approximately 350 feet north of the project site. Due to the close proximity to the project site, future residents on the site are likely to use this facility for their library needs. However, with other accessible library facilities throughout the City and County, the project would not create a substantial increase in demand for library services such that new facilities are needed. In accordance with the City's 2030 General Plan, the project applicant would meet any additional demand on library facilities through payment of applicable developer fees to finance public facilities. These developer fees would be assessed and determined by the Community Development Department through the plan check and permitting process prior to the issuance of building permits. This impact would be less than significant.

Cumulative Impact Analysis: Impacts to public services were analyzed in the 2030 General Plan EIR and found to be less than significant with implementation of uniformly applied development policies and regulations. The project would result in less than significant impacts to public services and recreation and would be required to implement the City's uniformly applied development policies and regulations. Therefore, the project would not result in or contribute to cumulative impacts to public services and recreation.

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XV. TRANSPORTATION AND CIRCULATION	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
1. Would the project cause an increase in traffic that is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections) based on adopted City of Oxnard level of service (LOS) standards?	☐	☐	☒	☐
2. Would the project exceed, either individually or cumulatively, and LOS standard established by the Ventura County Congestion Management Program (CMP) for designated roads or highways?	☐	☐	☒	☐
3. Would the project result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	☐	☐	☒	☐
4. Would the project substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☒	☐
5. Would the project result in inadequate emergency access?	☐	☐	☒	☐
6. Would the project conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?	☐	☐	☒	☐

1. CONSTRUCTION

Equipment and materials associated with project demolition and construction activities would be imported and exported from the project site and stored onsite for the duration of construction, where possible. Construction delivery and demolished materials export trips would be infrequent and short-term. The project demolition and construction workforce would likely commute to the project site in personal vehicles. The additional daily vehicle trips generated from the demolition and construction workforce would have localized impacts on Vineyard Avenue, Oxnard Boulevard, and Channel Islands Boulevard. However, the number of daily trips would be minimal in comparison

of the average daily vehicle trips on these arterial roadways of the city. All additional trips generated from the demolition and construction workforce would be temporary and short term.

OPERATION

A Revised Traffic and Circulation Study (Traffic Study) was completed for the project by Associated Transportation Engineers (ATE) on April 27, 2018 (refer to Appendix H). The Traffic Study describes the existing conditions, project trip generation rates, and the impact of the project on existing conditions. The Traffic Study also includes an analysis of the proposed and developing projects in the vicinity and the project's related impacts to traffic and circulation in a future setting.

The project site is served by a circulation system comprising arterial and collector streets. Traffic flow on urban arterials is most constrained at intersections. Therefore, a detailed analysis of traffic flows must examine the operating conditions of critical intersections during peak travel periods. Levels of Service (LOS) A through F are used to rate intersection operations, with LOS A indicating free flow operations and LOS F indicating congested operations. In the City of Oxnard LOS C is the acceptable operating standard for intersections.

Existing Conditions

The existing a.m. and p.m. peak hour traffic volumes at the study area intersections were collected by ATE in March of 2016, and March and June of 2017. Existing LOS for the study area intersections were calculated using the Intersection Capacity Utilization (ICU) methodology as required by the City of Oxnard. Table 4 below lists the existing LOS for study area intersections during the a.m. and p.m. peak hour periods.

Table 4 Existing Peak Hour Levels of Service

Intersection	Control Type	A.M. Peak Hour		P.M. Peak Hour	
		ICU	LOS	ICU	LOS
Vineyard Avenue/Stroube Street	Signal	0.56	A	0.55	A
Vineyard Avenue/Rio School Lane	STOP-Sign	1.0 sec.	A	1.0 sec.	A
Vineyard Avenue/Sycamore Street	STOP-Sign	1.0 sec.	A	1.0 sec.	A
Vineyard Avenue/Riverpark Boulevard	Signal	0.55	A	0.56	A
U.S. Highway 101 NB ramps/Vineyard Avenue	Signal	0.50	A	0.52	A
U.S. Highway 101 SB ramps/Vineyard Avenue	Signal	0.53	A	0.55	A
Vineyard Avenue/Esplanade Drive	Signal	0.56	A	0.63	B
Rose Avenue/Stroube Street	STOP-Sign	15.3 sec.	C	12.3 sec.	B
Rose Avenue/Auto Center Drive	Signal	0.55	A	0.77	C
U.S. Highway 101 NB ramps/Rose Avenue	Signal	0.42	A	0.47	A
U.S. Highway 101 SB ramps/Rose Avenue	Signal	0.61	B	0.69	B

Source: ATE Revised Traffic and Circulation Study, Table 1, April 2018.

As shown in Table 4, the study area intersections currently operate at LOS C or better during the a.m. and p.m. peak hour periods, which meets the City's LOS C standard.

Project Trip Generation

Trip generation estimates were calculated for the project based on Residential Condominiums (Land-Use Code #230) and Single Tenant Office Buildings (Land Use Code #715) rates presented in the Institute of Transportation Engineers (ITE) Trip Generation, 9th Edition. The trip generation estimates in the Traffic Study are based on development of 182 dwelling units and 15,000 square feet of office space. The updated project, as proposed, would result in 15 fewer dwelling units, and thus fewer trips, than anticipated in the Traffic Study. Therefore, trip generation estimates herein are considered conservative estimates for the project as proposed. Table 5 summarizes the average daily, a.m., and p.m. peak hour trip generation estimates for the project.

Table 5 Project Trip Generation

Intersection	Size	ADT		A.M. Peak Hour		P.M. Peak Hour	
		Rate	Trips	Rate	Trips	Rate	Trips
Condominium	182 units	5.81	1,057	0.44	80 (14/66)	0.52	95 (64/31)
Office	15,000 sq.ft.	11.65	175	1.80	27 (24/3)	1.74	26 (4/22)
Total Project Trip Generation:			1,232		107 (38/69)		121 (68/53)

Source: ATE Revised Traffic and Circulation Study, Table 2, April 2018.

The data presented in Table 5 show that the project would generate a total of 1,232 average daily trips (ADT), 107 a.m. peak hour trips, and 121 p.m. peak hour trips.

Project Trip Distribution and Assignment

The project-generated a.m. and p.m. peak hour traffic volumes were distributed and assigned to the study area intersection based on travel data derived from the existing traffic volumes as well as general knowledge of the population, employment, and commercial centers in the Oxnard/Ventura area.

Project-Specific Impacts

LOS were calculated for the study area intersection assuming the Existing + Project traffic volumes. Table 6 shows the results of the calculations and identifies the project's impacts based on City of Oxnard thresholds.

Table 6 Existing plus Project Peak Hour Levels of Service

Intersection	Existing		Existing plus Project		Change	Impact?
	ICU/Delay	LOS	ICU/Delay	LOS		
A.M. Peak Hour						
Vineyard Avenue/Stroube Street	0.56	A	0.57	A	0.01	No
Vineyard Avenue/Rio School Lane	1.0 sec.	A	1.0 sec.	A	8.90 0.0 sec.	No
Vineyard Avenue/Sycamore Street	1.0 sec.	A	1.5 sec.	A	0.5 sec.	No
Vineyard Avenue/Riverpark Boulevard	0.55	A	0.55	A	0.00	No
U.S. Highway 101 NB ramps/Vineyard Avenue	0.50	A	0.51	A	0.01	No
U.S. Highway 101 SB ramps/Vineyard Avenue	0.53	A	0.54	A	0.01	No
Vineyard Avenue/Esplanade Drive	0.56	A	0.56	A	0.00	No
Rose Avenue/Stroube Street	15.3 sec.	C	17.1 sec.	C	1.8 sec.	No

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Intersection	Existing		Existing plus Project		Change	Impact?
	ICU/Delay	LOS	ICU/Delay	LOS		
Rose Avenue/Auto Center Drive	0.55	A	0.55	A	0.00	No
U.S. Highway 101 NB ramps/Rose Avenue	0.42	A	0.42	A	0.00	No
U.S. Highway 101 SB ramps/Rose Avenue	0.58	A	0.58	A	0.00	No
P.M. Peak Hour						
Vineyard Avenue/Stroube Street	0.55	A	0.56	A	0.01	No
Vineyard Avenue/Rio School Lane	1.0 sec.	A	1.0 sec.	A	0.0 sec.	No
Vineyard Avenue/Sycamore Street	1.0 sec.	A	1.6 sec.	A	0.6 sec.	No
Vineyard Avenue/Riverpark Boulevard	0.56	A	0.57	A	0.01	No
U.S. Highway 101 NB ramps/Vineyard Avenue	0.52	A	0.54	A	0.02	No
U.S. Highway 101 SB ramps/Vineyard Avenue	0.55	A	0.56	A	0.01	No
Vineyard Avenue/Esplanade Drive	0.63	B	0.63	B	0.00	No
Rose Avenue/Stroube Street	12.3 sec.	B	13.0 sec.	B	0.7 sec.	No
Rose Avenue/Auto Center Drive	0.77	C	0.77	C	0.00	No
U.S. Highway 101 NB ramps/Rose Avenue	0.47	A	0.47	A	0.00	No
U.S. Highway 101 SB ramps/Rose Avenue	0.69	B	0.69	B	0.00	No

Source: ATE Revised Traffic and Circulation Study, Tables 3 and 4, April 2018.

As shown in Table 6, the project would not generate traffic level impacts of a significant level to the study area intersections, based on the City of Oxnard's traffic impact thresholds during the a.m. or p.m. peak hour periods.

Cumulative (Existing + Approved/Pending Project) Conditions

The City of Oxnard requires that intersection operations be analyzed with the addition of traffic generated by projects that have been approved or are pending in the project study area. Trip generation estimates were used for the developments that are approved or pending near the project study area using the rates presented in the ITE, Trip Generation, 9th Edition. Table 7 summarizes the average daily, a.m., and p.m. peak hour trip generation estimates for the approved and pending projects, buildout of Riverpark Specific Plan, and third tower at Esplanade.

Table 7 Approved and Pending Projects (Cumulative Development) Trip Generation

No.	Project	Land Use	Size	ADT	A.M. Peak Hour	P.M. Peak Hour
1	Oakmont Senior Living	Assisted Living	85 units	172	5	14
2	The Village	Multi-Family Res.	88 units	580	40	51
3	The Village	Multi-Family Res.	78 units	514	36	45
4	The Village	Multi-Family Res.	144 units	949	66	84
5	Ventura/Vineyard Homes	Single Family Res.	152 units	1,447	114	152
6	River Park Senior	Senior Residential	136 units	275	8	23
7	Wagon Wheel The Village	Multi-Family Res. Retail Commercial	219 units 16,303 sq.ft.	1,443 722	101 22	127 44
8	Veranda	Single-Family Res.	95 units	904	71	95
9	Westerly River Park	Single-Family Res.	69 units	657	52	69

No.	Project	Land Use	Size	ADT	A.M. Peak Hour	P.M. Peak Hour
10	V.C. Credit Union	Bank	3,391 sq.ft.	230	0	41
11	Shoe City	Retail Commercial	17,513 sq.ft.	776	23	47
12	The Point	Retail Commercial	45,000 sq.ft.	1,922	43	167
13	Esplanade Gateway	Coffee Shop Retail Commercial	1,836 sq.ft. 5,000 sq.ft.	762	97	37
14	The Collection – River Park	Retail Commercial	40,000 sq.ft.	1,708	38	148
15	Campus at Topa Towers	Restaurant Retail Commercial	8,350 sq.ft. 15,240 sq.ft.	1,062 675	90 22	82 41
16	Third Tower	Office	300,000 sq.ft.	3,308	468	447
17	Gold Coast Transit	Trip Generation from Penfield & Smith TIA		2,263	153	78
18	Audi of Oxnard	Auto Dealership	35,064 sq.ft.	939	76	97
19	Food 4 Less Center	Retail Commercial Gas Station	75,776 sq.ft. 14 pumps	3,236 2,360	73 170	281 194
Total Trips				21,965	1,427	2,066

Source: ATE Revised Traffic and Circulation Study, Table 5, April 2018.

The data presented in Table 7 indicate that the approved and pending projects would generate a total of 21,965 average daily trips, 1,427 a.m. peak hour trips and 2,066 p.m. peak hour trips. The traffic generated by the approved and pending projects was distributed and assigned to the study area intersections based on the location of each project, recent traffic studies, existing traffic patterns observed in the study area as well as a general knowledge of the population, employment and commercial centers in Oxnard and surrounding Ventura County area. The Cumulative LOS for the study area intersections are shown in Table 8.

Table 8 Cumulative Peak Hour Levels of Service

Intersection	Control Type	A.M. Peak Hour		P.M. Peak Hour	
		ICU	LOS	ICU	LOS
Vineyard Avenue/Stroube Street	Signal	0.58	A	0.55	A
Vineyard Avenue/Rio School Lane	STOP-Sign	1.0 sec.	A	1.0 sec.	A
Vineyard Avenue/Sycamore Street	STOP-Sign	1.0 sec.	A	1.0 sec.	A
Vineyard Avenue/Riverpark Boulevard	Signal	0.55	A	0.58	A
U.S. Highway 101 NB ramps/Vineyard Avenue	Signal	0.54	A	0.53	A
U.S. Highway 101 SB ramps/Vineyard Avenue	Signal	0.61	B	0.67	B
Vineyard Avenue/Esplanade Drive	Signal	0.52	A	0.66	B
Rose Avenue/Stroube Street	STOP-Sign	16.7 sec.	B	12.6 sec.	B
Rose Avenue/Auto Center Drive	Signal	0.61	B	0.83	D
U.S. Highway 101 NB ramps/Rose Avenue	Signal	0.45	A	0.53	A
U.S. Highway 101 SB ramps/Rose Avenue	Signal	0.61	B	0.74	C

Source: ATE Revised Traffic and Circulation Study, Table 6, April 2018.

The data presented in Table 8 indicate that the Rose Avenue/Auto Center Drive intersection would operate at LOS D during the p.m. peak hour period with the addition of Cumulative traffic volumes, which does not meet the City's LOS C standard. The Rose Avenue/Auto Center Drive intersection

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would operate at LOS B during the a.m. peak hour period and all other study intersections would operation at LOS C or better during the a.m. and p.m. peak hour periods with the addition of cumulative traffic volumes, meeting the City's LOS C standard.

Cumulative Plus Project Impacts

LOS was calculated for the study area intersections, assuming the Cumulative plus Project volumes. Table 9 shows the results of the calculations and identifies the impacts of the project, based on City of Oxnard thresholds.

Table 9 Cumulative plus Project Peak Hour Levels of Service

Intersection	Cumulative		Cumulative plus Project		Change	Project Impact Alone?
	ICU/Delay	LOS	ICU/Delay	LOS		
A.M. Peak Hour						
Vineyard Avenue/Stroube Street	0.58	A	0.59	A	0.01	No
Vineyard Avenue/Rio School Lane	1.0 sec.	A	1.0 sec.	A	0.00 sec.	No
Vineyard Avenue/Sycamore Street	1.0 sec.	A	1.6 sec.	A	0.6 sec.	No
Vineyard Avenue/Riverpark Boulevard	0.55	A	0.56	A	0.01	No
U.S. Highway 101 NB ramps/Vineyard Avenue	0.54	A	0.55	A	0.01	No
U.S. Highway 101 SB ramps/Vineyard Avenue	0.61	B	0.62	B	0.00	No
Vineyard Avenue/Esplanade Drive	0.52	A	0.52	A	0.00	No
Rose Avenue/Stroube Street	16.7 sec.	C	19.1 sec.	C	2.4 sec.	No
Rose Avenue/Auto Center Drive	0.61	B	0.61	B	0.00	No
U.S. Highway 101 NB ramps/Rose Avenue	0.45	A	0.45	A	0.00	No
U.S. Highway 101 SB ramps/Rose Avenue	0.61	B	0.61	B	0.00	No
P.M. Peak Hour						
Vineyard Avenue/Stroube Street	0.55	A	0.57	A	0.02	No
Vineyard Avenue/Rio School Lane	1.0 sec.	A	1.0 sec.	A	0.0 sec.	No
Vineyard Avenue/Sycamore Street	1.0 sec.	A	1.3	A	0.3	No
Vineyard Avenue/Riverpark Boulevard	0.58	A	0.59	A	0.01	No
U.S. Highway 101 NB ramps/Vineyard Avenue	0.53	A	0.55	A	0.02	No
U.S. Highway 101 SB ramps/Vineyard Avenue	0.67	B	0.68	B	0.01	No
Vineyard Avenue/Esplanade Drive	0.66	B	0.67	B	0.01	No
Rose Avenue/Stroube Street	12.6 sec.	B	13.5 sec.	B	0.9 sec.	No
Rose Avenue/Auto Center Drive	0.83	D	0.83	D	0.00	No
U.S. Highway 101 NB ramps/Rose Avenue	0.53	A	0.53	A	0.00	No
U.S. Highway 101 SB ramps/Rose Avenue	0.74	C	0.74	C	0.00	No

Source: ATE Revised Traffic and Circulation Study, Tables 7 and 8, April 2018.

The data presented in Table 9 indicate that the project contribution to traffic would not result in significant cumulative impacts to the study area intersections based on the City's traffic impact thresholds during the a.m. or the p.m. peak hour periods. Additionally, the project applicant would

be required to pay the City's standard traffic mitigation fees to off-set any project contribution to cumulative traffic increases in the City.

2. According the County's Congestion Management Program (CMP; 2009), the minimum acceptable standard for traffic operations is LOS E. However, to avoid unfair penalization to local jurisdictions for existing congestion, CMP locations that currently operate in the LOS F range are considered acceptable.

The study area intersections along Vineyard Avenue and Rose Avenue are included in the County's CMP. These intersections would operate at LOS D or better with the addition of Cumulative plus Project peak hour volumes and, thus, would not exceed the CMP LOS E standard.

3. The project would not result in a change in air traffic patterns including either an increase in traffic levels or a change in location that results in a substantial safety risk. The project represents an infill project on a parcel that has been utilized for public school uses for a number of decades. Also, as discussed in the Land Use and Planning section, the project site is located outside of the Oxnard Airport SOI. Therefore, development on the project site would not result in substantial safety risks associated with the airport. This impact would be less than significant.

- 4,5. Rio School Lane would be vacated by the County of Ventura for the project, with current access and parking for adjoining properties, maintained. Access to the project site would be provided by three driveways from Vineyard Avenue. The project would also be designed to incorporate fire/emergency access and circulation throughout the proposed development. Turning radius within the proposed development would accommodate maneuverability on the site of large trucks and vehicles, including fire and solid waste collection trucks. The entrances and internal circulation routes would be designed and constructed to City of Oxnard design standards and include driveway aprons.

Construction of the project would involve typical construction equipment and project materials that would be delivered via trucks. Large flatbed trucks, dump trucks, and water trucks would travel on Vineyard Avenue, Rio Lane, and other roads in the area while delivering supplies and equipment. Streets used to access the project site are public streets designed for use by large trucks. Therefore, the project would not substantially increase hazards due to a design feature or incompatible uses. This impact would be less than significant.

6. According to the City's Bicycle and Pedestrian Master Plan (2011) and the Ventura County Regional Bikeway Wayfinding Plan (Ventura County Transportation Commission 2017), there are no existing bicycle routes adjacent to the project site. However, according to both plans, Class II Bicycle Lanes are proposed along Vineyard Avenue adjacent to the project site. Gold Coast Transit District provides bus and paratransit services in the City of Oxnard, with Route 15 transit stops along Vineyard Avenue in close proximity to the project site. Route 15 includes eastbound stops at Vineyard Avenue/Ventura Boulevard, approximately 600 feet south of the site, and Vineyard Avenue/Collins Street, approximately 1,000 feet north of the site, and a westbound stop at Vineyard Avenue/Olive Street, approximately 230 south of the site. The project would not preclude future implementation of the City's planned bicycle facilities along Vineyard Avenue or use of existing transit services. Additionally, the project would preserve the existing public sidewalk along Vineyard Avenue and would include various new pedestrian connectivity routes throughout the project site.

Therefore, the project would not conflict with adopted policies, plans, or programs supporting alternative transportation. This impact would be less than significant.

Cumulative Impact Analysis: The project's contribution to cumulative impacts to transportation and circulation is evaluated under issue 1 and would be less than significant.

XVI. UTILITIES AND ENERGY	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
With respect to Utilities:				
1. Would the project need new or expanded water supply entitlements that are not anticipated in the current Urban Water Management Plan?	☐	☒	☐	☐
2. Would additional wastewater conveyance or treatment capacity be required to serve project demand and existing commitments?	☐	☐	☒	☐
3. Would the project generate solid waste that would exceed the permitted capacity of a landfill serving the City?	☐	☐	☒	☐
4. Would the project conflict with federal, state, or local statutes or regulations related to solid waste?	☐	☐	☒	☐
With respect to Energy:				
5. Would the project involve wasteful, inefficient, or unnecessary consumption of energy during project construction, operation, maintenance, and/or removal?	☐	☐	☒	☐
6. Would the project require additional energy facilities, the provision of which may have a significant effect on the environment?	☐	☐	☒	☐
7. Would the project be inconsistent with existing energy standards?	☐	☐	☒	☐
8. Would the project preempt future energy development or future energy conservation, or inhibit the future use of renewable energy or energy storage?	☐	☐	☒	☐

A Wet Utility Preliminary Investigation was prepared by Jensen Design & Survey, Inc. in August 2017 and revised through August 6, 2018 to assess existing and proposed water usage and sewer loading associated with the project. A Domestic Water Supply and Demand memorandum was also prepared by Jensen Design & Survey, Inc. in April 2019 to provide an updated analysis of projected water demand for the project, and the proposed transfer of pumping rights to the City of Oxnard from active Rio School District groundwater wells. These reports are included in Appendix I of this Initial Study. The Wet Utility Preliminary Investigation determined that operation of the former El Rio Elementary School on the project site resulted in a historical sewer loading of 12,470 gallons per day (GPD). Past water consumption for the former El Rio Elementary School is documented by allocations by the Fox Canyon Groundwater Management Agency (FCGWMA) to three separate wells that were operated by the Rio School District. This allocation was assigned to the well onsite (Well No. 02N22W22Q05S). According to the Wet Utility Preliminary Investigation, the FCGWMA existing allocation for this well is 42.676 acre-feet per year (AFY). This allocation is based on the historic allocation dating back to 1990, as adjusted by subsequent restrictions imposed by the FCGWMA – reviewed and explained in Section 3.0 of the Wet Utility Preliminary Investigation. According to the Domestic Water Supply and Demand memorandum, FCGWMA is in process of conducting hearings to adopt an Ordinance which will require well owners to reduce groundwater pumping and reduce transferable allocation and pumping rights. Based on well pumping information provided by Rio School District and review by FCGWMA, pumping a maximum of 52.074 AFY will be allowed for development on the project site once the Ordinance is adopted. Currently, the well on Rio Urbana project site would have an allocation of 10.483 AFY per the proposed future Ordinance with the remaining amount of 41.591 AFY allocated to the other two wells to be held by the Rio School District.

The Wet Utility Preliminary Investigation determined that the proposed development would result in sewer loading of 45,717 GPD. The Domestic Water Supply and Demand memorandum determined that the proposed development would result in water demand of 40.399 AFY. This equates to a net difference, or increase of 33,247 GPD of sewer loading demand and decrease of 2.277 AFY in water demand, from existing to proposed conditions.

1. Impacts to water supply

- a. **Water System and Sources**

The discussion below provides a brief summary of the current sources of water used in the City of Oxnard and the various government agencies and regulatory systems that control those sources. Much of the information in this discussion is based on the City of Oxnard UWMP (prepared in July 2016 and updated January 19, 2018). Documents or codes and ordinance adopted by other agencies are cited as necessary. With respect to the water demands of the proposed project itself, a Wet Utility Preliminary Investigation was prepared by Jensen Design & Survey, Inc. in August 2017, and then updated in August 6, 2018, to assess existing and proposed water usage and sewer loading associated with the project. The updated version of the report is included in Appendix I of this document. That investigation identifies the existing allocation of groundwater to the Rio School site, as well as a projection of the water demand of the proposed development and the potential for reclaimed water use in the development. The earlier version of the report also provided estimates

of actual past water use on the property. The Wet Utility Preliminary Investigation also discusses sewer service, which is the topic in Issue 2 below.

The City of Oxnard provides potable water service to the existing El Rio School District facilities on the project site, even though the land is within the unincorporated area of Ventura County, outside of the existing City limits. This water service is limited to the existing storage and maintenance uses at the school district facilities, and the property will have to be annexed to the City in order for the City to provide water for the proposed development. The following paragraphs describe the water supply of the City of Oxnard.

As of 2015, the total volume of potable water distributed by the City of Oxnard to its service area was approximately 25,806 acre-feet per year (AFY). The City uses three sources of water to make up its system supply, as described in the Oxnard UWMP (Oxnard January 19, 2018: Sections 4 and 6) and summarized as follows:

- **Imported water purchased from the Calleguas Municipal Water District (CMWD).** Surface water imported from CMWD constitutes about 36 percent of the City water supply or 8,059 AFY in 2016. CMWD obtains the vast majority of its water (about 90,000 AFY) from the Metropolitan Water District of Southern California (MWD or Metropolitan). CMWD also participates in aquifer storage and recovery projects and other projects to recover and reclaim water, but these comprise less than 5,000 AFY (CMWD UWMP June 2016: Sections 4 and 6). The larger MWD system and the CMWD system on the regional level provide a reliable water source and an administrative structure for the management of surface water. There are, however, several constraints to this system (CMWD UWMP June 2016: Section 7.1). These include:
 - Increasing demands throughout California
 - Potential for damage to SWP system and interruption of supply due to earthquake
 - Increased demands for water to support environmental resources in San Joaquin Delta
 - Drought
 - Climate Change leading to increased variability in supply
 - Need to offset historic overdraft of groundwater

For these reasons, an increase in water supply directly from CMWD is not likely in the future without an increase in water resources available from the larger State Water Project, through MWD.

- **Groundwater purchased from the United Water Conservation District (UWCD),** The UWCD provides about 32 percent of the City supply (7,329 AFY in 2016). UWCD obtains water from the Santa Clara River, and diverts it to spreading basins to help replenish groundwater within the Oxnard Plain. UWCD is within, and subject to the regulations of, FCGWMA, introduced in Section IX above, Hydrology and Groundwater.
- **Groundwater pumped from a system of City-owned wells** The City of Oxnard owns 10 groundwater wells throughout the Oxnard Plain, and operates six blending stations within the City. Groundwater from City-owned wells is blended at six of these stations. These City-owned wells supply about 32 percent of the potable water distributed by the City (7,186 AFY in 2016).

As with the UWCD and all other groundwater users, the City of Oxnard is subject to the monitoring and allocation requirements of the FCGWMA to help achieve and maintain sustainable use of the groundwater resources in the region.

Other programs within the City provide additional, although smaller, volumes of water. These include the Advanced Water Purification Facility (AWPF), which is part of the City's wastewater treatment system and uses Reverse Osmosis technology to produce treated wastewater that can be recycled for irrigation and other uses to offset the demand for potable water. The Calleguas Municipal Water District (discussed above) participates in this program by conveying treated wastewater from the City of Oxnard AWPF to agricultural customers for irrigation in lieu of groundwater pumping (CMWD UWMP, June 2016:Section 6.5). As of 2015 the AWPF has the capability to produce about 7,000 AFY. This effort is part of the City's Groundwater Recovery Enhancement and Treatment (GREAT) program. In coordination with other service providers in the region (including Pleasant Valley County Water District, Port Hueneme Water Agency, and UWCD, the GREAT program is a regional effort that will assist in aquifer restoration and in achieving the groundwater allocation restrictions imposed by the FCGWMA.

Another component of the City's GREAT program is its desalinization plant, or Desalter #1. This plant treats brackish groundwater, and works in conjunction with the AWPF described above and the City's groundwater injection well as part of the larger aquifer or groundwater management system. At the present time, expansion of the desalinization program to treat seawater is not considered financially feasible.

b. Applicable Regulations and Policies

The complex water supply and delivery network summarized above is regulated through a hierarchy of codes, ordinances, plans, and agreements adopted at the state, regional, and local level. The following paragraphs summarize the applicable requirements and procedures that apply to the proposed development.

California Requirements. The California Sustainable Groundwater Management Act in 2014 resulted in the designation of the Oxnard Plain as a "high priority" groundwater basin, within which local governments and agencies are required to prepare Groundwater Sustainability Plans. Any General Plan amendments or similar actions must consider compliance with applicable Groundwater Sustainability Plan (Government Code Section 65350.5). In this region, the FCGWMA was designated as the Groundwater Management Agency.

FCGWMA Requirements. Since 1982, FCGWMA has overseen monitoring and allocation of groundwater resources in the region as part of its original responsibility and authority. These actions include the development of strict groundwater monitoring requirements, preparation of a *Groundwater Management Plan* updated in 2007 (FCGWMA May 2007), several ordinances that were consolidated and updated into a single Ordinance Code in January 2015, various annual reports, and Emergency Ordinance E. The latter ordinance was in response to the state declaration of drought in 2014, and established a Temporary Extraction Allowance for Municipal and Industrial users, such as the City of Oxnard, limited to 80 percent of their annual average use between 2003

and 2012. Ordinance E also imposes additional efficiency requirements for agricultural users. Since its designation as the Groundwater Management Agency, FCGWMA has released a draft *Sustainable Groundwater Plan for the Oxnard Plain* (FCGWMA November 2017). This draft plan describes the coordinated plans and programs in the City of Oxnard (FCGWMA November 2017:Section 1.2.6.2, pages 1-28 and 1-29)—including the City’s “net-zero” policy regarding water use by new development--and would further reduce groundwater allocations to 50 percent compared to the historical averages. The goals of the plan are to restore the groundwater resources in the region, and specifically to maintain groundwater elevations near the coast for the management of seawater intrusion (page 1-30).

CMWD Requirements. The Calleguas Municipal Water District also operates under an UWMP, and also has a district Code that defines its service area and annexation requirements. All groundwater use and any reclamation and recharge programs within CMWD also occur under the umbrella of the FCGWMA plans and requirements described above. The project site is not within the CMWD but would join the CMWD through annexation to the City of Oxnard. For this reason, CMWD is listed in among other agencies that must review and approve annexation (page iv of this IS-MND). The following paragraphs, provided by CMWD, describe the district and their requirements.

Land on which the proposed projects will be built is not presently within the boundaries of Calleguas Municipal Water District or Metropolitan Water District of Southern California. The Administrative Codes of both agencies state that water delivered by their systems may be used only within their respective service area boundaries. Calleguas purchases all of its potable water from Metropolitan. Metropolitan supplies water from the Colorado River and the State Water Project for municipal, industrial and agricultural uses within its service area. Annexation to Calleguas and Metropolitan of the land under consideration is necessary to allow annexation to and water service by the City of Oxnard.

Annexation procedures for Metropolitan are defined in Section 3500 of the Metropolitan Water District Act, which are also observed by Calleguas. In addition, annexations to Calleguas are subject to Part 8 of Calleguas’ Administrative Code. Annexation is also subject to approval by the Ventura Local Agency Formation Commission and any terms and conditions the Commission may apply. Pursuant to Section 56017 of Part 1, Chapter 2, of the Cortese/Knox/Hertzberg Local Government Reorganization Act of 2000, annexation means the annexation, inclusion, attachment, or addition of territory to a city or district. This action will require amendment of the Spheres of Influence of Calleguas and Metropolitan.

Calleguas and Metropolitan have in place Water Standby Charges. In the course of annexation, such charges will be fixed for the subject property. Water Standby Charges are assessed to pay for the benefits that properties receive from the projects and facilities provided by Calleguas and Metropolitan, whether or not they receive water from Calleguas and Metropolitan.

This administrative change in water service areas will have a less than significant impact.

City of Oxnard Requirements. The City of Oxnard Municipal Code Chapter 22 addresses water resources in all respects. As a general summary, all applicants are responsible for making

arrangements for any allocation adjustments or transfers of water rights to the City, as set forth in Article VI, Section 22-100 Water Rights and Groundwater Pumping Allocations:

...the land owner ...shall transfer or assign to the city any water rights, water wells, mains, easements, and water production equipment or facilities which may be appurtenant to such property or which may be used exclusively thereon as follows:

...Any and all applicable groundwater pumping allocations and/or credits attributable to the property to be served by the city and available from the Fox Canyon Groundwater Management Agency, shall be transferred to the city by the property owner. The property owner shall be responsible for all fees and charges necessary to obtain the approval of the transfer of pumping allocations and/or credits from the Fox Canyon Groundwater Management Agency to the city;

The Rio Urbana development would be subject to other municipal code provisions that identify and prohibit wasteful use of water (Article VIII, beginning at Section 22-135)) and require conformance with water conservation measures that exist or may be declared by the City in the Future (Article IX, beginning at Section 22-150). These measures would reduce water consumption internally, but would not eliminate or necessarily guarantee a complete offset any new water use caused by the project. Therefore, additional measures would be necessary to mitigate the impact of increased water use by the project. These are discussed below under mitigation. Specifically, Mitigation W-1 addresses the provision of groundwater allocation to the City within the FCGWMA to provide for the project.

c. Project Effects and Mitigation

The Domestic Water Supply and Demand memorandum determined that the water demand for all proposed uses in the Rio Urbana project would amount to 40.399 acre-feet per year (AFY). As noted above, this memorandum also estimated that the maximum pumping allowed for the three active Rio School District wells under the current FCGWMA requirements is ~~52.074~~^{50.074} AFY. Therefore, without any offsets, or other mitigation measures, this estimated demand would be consistent with the City of Oxnard “net-zero” policy for water use by new development and would not be considered a significant impact.

In order to provide the necessary water supply to the City for the project, the Rio School District must arrange for an allocation and transfer of sufficient water rights to the City, consistent with the requirements and procedures of the FCGWMA.

Mitigation W-1. The applicant shall provide for the allocation of groundwater pumping rights sufficient to serve the development (40.399 acre feet per year) from the Fox Canyon Groundwater Management Agency to the City of Oxnard, consistent with the ordinances and requirements of the two agencies, prior to recording the final map for the project.

Implementation of this mitigation will ensure that the project complies with the “net-zero” water service policy in the City. Thus the potential impact on water service would be less than significant.

2. The project site is located in County Service Area (CSA) No. 34, in an area informally referred to as the El Rio community. On August 12, 1999, the Regional Water Quality Control Board (RWQCB)

amended the Water Quality Control Basin Plan for the Los Angeles Region and prohibited the use of septic systems in the Oxnard Forebay, including the El Rio area. CSA No. 34 was formed in December 2005 to provide administration, operations, and maintenance of a new sewer system in the area to bring the area in compliance with the State septic system prohibition. CSA No. 34 planned and constructed a sewer collection system in phases as funding was secured. All phases of the project were completed in April 2011. Phases 1 and 5D of the Sewer System Project established sewer lines adjacent to the project sites southern, western, and northern boundaries. Waste water discharged into these lines is sent to the City's Wastewater Treatment Plant for treatment and disposal. The project site is also included in the boundary area of the City of Oxnard's Wastewater Master Plan Update (September 2008). Land use projections used for creating the Wastewater Master Plan were based on the City's adopted 2020 General Plan in which the project site was identified as a Redevelopment Area.

Existing development on the project site currently disposes of wastewater into the existing sewer line in Rio School Lane via pump and force main. This sewer line in Rio School Lane enters the 10-inch trunk sewer line in Vineyard Avenue at a manhole near the intersection of the two roadways. There was is inconclusive data in the City's Wastewater Master Plan (2008) and the City's Integrated Waste Master Plan (2015) to determine the sewer capacity of the 10-inch trunk sewer line in Vineyard Avenue at the this time of project submittal. Response 3.9 in Attachment 1 provides updated information regarding sewer capacity in this line. Based on updated information in the revised 2018 Wet Utility Memo prepared for the project, the City determined that the sewer transmission capacity in this line was adequate to serve the project. The proposed development on the site would connect to the existing sewer system line in Rio School Lane. Although the project would increase the load on the sewer system, the applicant would be required to pay the City-required and CSA No. 34-required Sewer Connection Fees (SCF) and service charges that finance the operation and maintenance of the sewer system for all properties in the El Rio area. With payment of these fees, the project would not result in a significant adverse effect on the system and this impact would be less than significant.

- 3, 4. According to the City's 2017 CEQA Guidelines, the City's Environmental Resources Division oversees solid waste programs in the City, including residential waste collection and recycling programs. Commercial facilities in the City contract with private waste haulers. The City operates the Del Norte Regional Recycling and Transfer Station (also referred to as the Materials Recovery Facility [MRF]), which serves as the hub of the City's solid waste management system and serves as a resource for rest of the County. Solid waste that is incapable of being recycled is hauled to other landfill sites in Ventura County, primarily the Toland Road Landfill. As of 2017, the City meets or exceeds state mandated rates for diversion of solid waste from landfills via waste reduction, reuse, and recycling.

Solid waste generated from project demolition and construction activities would be segregated for recycling, where possible. Non-recyclable wastes would be placed in covered dumpsters and removed on a regular basis by a certified waste-handling contractor for disposal at the Toland Road Landfill. According to the CalEEMod output generated for the Air Quality Study for the project (Appendix A), the project would generate approximately 49.1 metric tons of solid waste per year, or

0.13 tons of waste per day. In January 2016, the total remaining capacity of the Toland Road Landfill was approximately 10.6 million cubic yards and the facility is permitted to accept up to 1,500 tons of solid waste per day (CalRecycle 2018). Using a conservative assumption that all project waste would be diverted to the landfill rather than recycled, the project would contribute less than 0.01 percent of the daily permitted capacity to the landfill. With the recycling programs in place in the City and required compliance with all federal, state, and local regulations regarding solid waste disposal, the projects contribution to the landfill would be even less. Therefore, solid waste generated by the project would have a less than significant impact on the permitted remaining capacity of the landfill.

5-8. The City's standard conditions of approval and application of uniformly applied development standards require compliance with the California Green Building Code which includes energy efficiency standards. The project would involve typical to low consumption of energy during project construction, operation, and maintenance. As described in the GHG Study (Appendix D) for the project, the project would incorporate solar panels on the proposed office building and would implement various features consistent with the latest requirements of the 2016 California Green Building Code including, energy-efficient lighting, installation of low-flow appliances, and water conservation. Therefore, the project would not require additional energy facilities, would be consistent with existing energy standards, and would not inhibit the future use of renewable energy or energy storage. Impacts would be less than significant.

Cumulative Impact Analysis: Utilities and services were analyzed by the 2030 General Plan EIR and found to be less than significant with implementation of uniformly applied development policies and regulations.

XVII. CUMULATIVE IMPACTS	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
1. Would cumulative impact of the project in combination with the impacts of past, present, and reasonably foreseeable future projects exceed a City significance threshold?	☐	☒	☐	☐
2. If so, would the project's contribution to the significant cumulative impact be cumulatively considerable?	☐	☒	☐	☐
1, 2. The proposed project would result in less than significant impacts with implementation of mitigation measures BIO-1, CUL-2, N-1(a), N-1(b), and N-2 provided herein. The proposed project is an urban infill project in an area planned for development under the 2030 General Plan. Most of the surrounding properties are currently developed, and it is therefore expected that project implementation would result in less than significant cumulative impacts. Cumulative citywide significant impacts were documented in the 2030 General Plan Program EIR and overriding considerations were adopted in 2011.				

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JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
AND THE BOARD OF SUPERVISORS OF THE COUNTY OF VENTURA
AGREEING TO THE NEGOTIATED EXCHANGE OF
PROPERTY TAX REVENUES FOR TRANSFERS
OF SERVICE RESPONSIBILITIES AND BOUNDARY
CHANGES BETWEEN THE CITY AND THE COUNTY

WHEREAS, Section 99 of the Revenue and Taxation Code (added by Stats, 1979, ch. 282) requires that prior to the effective date of any jurisdictional change, all agencies whose service area or service responsibilities would be altered by such change shall determine the amount of property tax revenues to be exchanged between and among such affected agencies; and

WHEREAS, it is specified that such jurisdictional change shall become effective only after each affected county and city agrees by resolution to accept a negotiated exchange of property tax revenues; and

WHEREAS, in the event a jurisdictional change affects the service area or service responsibility of one or more special districts, the Board of Supervisors of the county in which such districts are located shall negotiate any exchange of property tax revenues on behalf of the districts; and

WHEREAS, the adopting agencies shall notify the County Auditor who shall adjust the amount of property tax revenues determined for each local agency whose service area or service responsibility would be altered by such jurisdictional change.

NOW, THEREFORE, BE IT RESOLVED:

1. For all territory annexed to the City of Oxnard, effective in the fiscal year commencing after the calendar year of the effective date of the annexation, the County will transfer to the City an amount equal to 13.74% of the County's general fund share of the 1% property tax, such that the County share is permanently reduced and the City share permanently increased for the applicable TRA by this percentage.

2. The County Fire District, effective in the fiscal year commencing after the calendar year of the effective date of the annexation, will permanently transfer to the City an amount equal to 100% of its share of the 1% property tax for the applicable TRA.
3. The County Library District, effective in the fiscal year commencing after the calendar year of the effective date of the annexation, will permanently transfer to the City an amount equal to 100% of its share of the 1% property tax for the applicable TRA.
4. For all territory detached from the City of Oxnard, effective in the fiscal year commencing after the calendar year of the effective date of the detachment, the City will transfer to the County an amount equal to 60% of the City's share of the 1% property tax, such that the City share is permanently reduced and the County share permanently increased for the applicable TRA by this percentage.
5. For all territory detached from the City of Oxnard, effective in the fiscal year commencing after the calendar year of the effective date of the detachment, the City will transfer to the Ventura County Fire Protection District an amount equal to 30% of the City's share of the 1% property tax, such that the City share is permanently reduced and the District share permanently increased for the applicable TRA by this percentage.
6. For all territory detached from the City of Oxnard, effective in the fiscal year commencing after the calendar year of the effective date of the detachment, the City will transfer to the Ventura County Library District, an amount equal to 10% of the City's share of the 1% property tax, such that the City share is permanently reduced and the District share is permanently increased for the applicable TRA by this percentage.

7. Pursuant to Section 3 of Article XIII B of the California State Constitution, it is hereby agreed the County and Districts will provide for an appropriation limit transfer to the City equal to the revenue determined by the tax transfer percentages as outlined in 1., 2., 3., in the fiscal year commencing after the calendar year of the effective date of the annexation.
8. This agreement shall apply to all city boundary changes and shall be in effect until terminated by either party as provided in 13. below. 12
9. If there are other jurisdictional changes which occur concurrently with the annexation of territory to the City (such as detachments or annexations to special districts not mentioned in this resolution), there shall be no exchange of property tax revenues in conjunction with those jurisdictional changes.
10. An executed copy of this resolution shall be submitted to the County Auditor-Controller who shall make the appropriate adjustments as provided in subdivision (a) of Section 99 of the Revenue and Taxation Code.
11. An executed copy of this resolution shall be submitted to the Ventura Local Agency Formation Commission.
12. Either party may terminate this agreement as of the 31st day of December of any year upon notice in writing to the other party not less than thirty (30) days prior to the date of such termination. For jurisdictional changes completed prior to such notice, the arrangements identified in Sections 1., 2., 3., 4., 5. and 6. are not subject to termination.
13. This resolution supersedes City of Oxnard Resolution No. 8042 adopted by the Oxnard City Council and the Board of Supervisors on December 16, 1980.

CITY OF OXNARD

Nao Takasugi
Mayor Date

ATTEST:

By Maki Covarrubias
City Clerk

COUNTY OF VENTURA

John K. Flynn 9/13/83
Chairman, Board of Supervisors Date

ATTEST:

RICHARD D. DEAN, County Clerk,
County of Ventura, State of
California and ex-officio Clerk
of the Board of Supervisors thereof

By Lyle Willard
Deputy Clerk



lp

RIO URBANA PROJECT - 2714 East Vineyard Avenue

Planning and Zoning Permit Nos:

- 17-610-01 (Annexation)
- 17-620-01 (General Plan Amendment)
- 17-560-01 (Pre-Zoning)
- 17-300-03 (Tentative Subdivision Map Tract No. 5998)
- 17-535-02 (Density Bonus)
- Mitigated Negative Declaration (MND) No. 2017-04

Jeffrey Lambert, Community Development Director
 Scott Kolwitz, Planning Manager
 Chris Williamson, Contract Planner
 Community Development Department

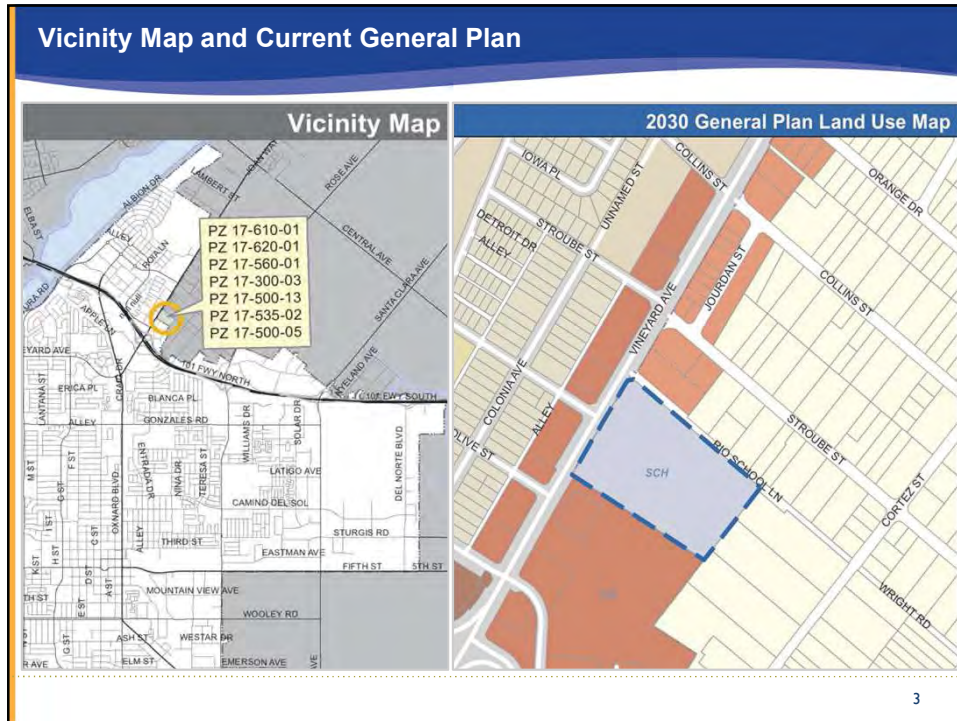
City Council Meeting
 February 4, 2020



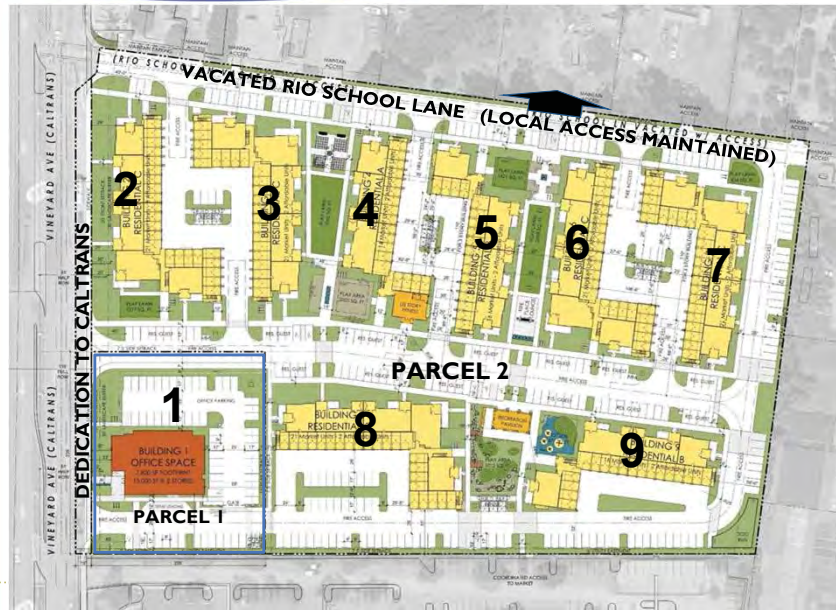
Project Request and Description

A Request to:

- Adopt Mitigated Negative Declaration (MND) 2017-04;
 - Annexation into the City of Oxnard with a Tax Sharing Agreement;
 - Approve a General Plan Amendment:
 - Land use designation from School to General Commercial,
 - Add to City Council District No. 2 & El Rio West Neighborhood;
 - Approve Pre-Zoning to C-2-PD;
 - Approve a Tentative Subdivision Map and 2% Density Bonus:
 - Parcel 1 (1.12 acre) 15,000 sf two-story office building, and
 - Parcel 2 (9.12 acres) 167 condominium units and common area parcel in eight multifamily buildings and related structures.
 - Subject to Local Agency Formation Commission (LAFCo) approval.
- Applicant:** Rio School District (RSD) and The Pacific Companies.



Site Plan - 9 Buildings



5

Parcel 1 - Office Building (15,000 sf, two stories)



6

Parcel 2 - Multifamily (167 condominium units)



7

Landscaping and Parking



8

Background: City Council Pre-Application Hearing

- September 1, 2015, OSD proposed 228 units (no office building).
The City Council expressed concerns regarding:
 - Adequate parking,
 - New water supply,
 - Traffic,
 - On-site open space, and
 - Compatibility with adjacent uses.
- Subsequently, project revised:
 - March, 2017: 182 condominiums and 15,000 sf office building.
 - May, 2019, 167 condominiums, 15,000 sf office building with additional open space areas.
 - Project meets City's parking count requirements.

9

Background: Additional Community Outreach

- June 18, 2018, Community Workshop.
- June 21, 2018, El Rio/Del Norte Municipal Advisory Council:

Questions raised concerning:

- U-turns on Vineyard Avenue
- Pedestrians & students crossing Vineyard Avenue
- Adequate on-site parking
- Water supply and utilities
- Need for Annexation

10

Background: Planning Commission Hearings

October 3, 2019 Planning Commission hearing:

- Staff gave Project presentation.
- Public Hearing opened, no opposition stated, and closed.
- Commission requested clarifications and replies to questions.
- Continued to November 21, 2019 meeting.

November 21, 2019 Planning Commission hearing:

- Staff and Applicant addressed Commission questions.
- Public Hearing closed.
- Commission unanimously approved both Special Use Permits, subject to City Council and LAFCo approvals, and forwarded recommendations to the City Council.

11

Planning Commission Approvals

Subject to the City Council and subsequent LAFCo approving their respective entitlements, the Planning Commission approved two Special Use Permits (SUP) which entitle:

- Demolition of the closed former Rio Elementary School, and
- Development of :
 - 167 one- to three-bedroom attached condominiums (including 17 low and 3 moderate income for-sale deed-restricted units) and 425 parking spaces,
 - Two-story 15,000 sf office building with 60 spaces,
 - Associated infrastructure and amenities.

12

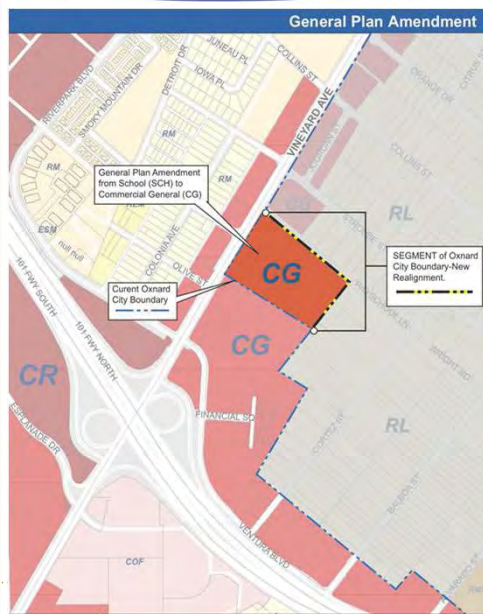
CEQA Review and Recommended Adoption of MND

Mitigated Negative Declaration (MND) 2017-04

- Reviewed 17 topics for which 9 technical studies were prepared.
- MND found four potential significant impacts for which mitigations are identified and included in both Special Use Permits:
 - Nesting bird survey (BIO-1),
 - Archaeologist monitoring of construction (CUL-1),
 - Noise reduction design elements for the residential units facing Vineyard Avenue (N-1), and
 - Construction-related noise reduction best practices (N-2).
- MND circulated for 30 days between July 19 and August 19, 2019.
- No public agency or public comments required changes to the analyses, findings, or mitigations.
- Planning Commission recommended adoption.
- Adoption included with Annexation/General Plan Amendment resolution.

13

Annexation and General Plan Amendment



Annexation (PZ No. 17-610-01)

Amend City limits to include the project site, subject to LAFCo approval.

General Plan Amendment (PZ No. 17-620-01)

1. Change from SCHOOL to COMMERCIAL GENERAL (Figure 3.1 map)
1. Include in El Rio West Neighborhood (Figure 3.4)

Per City Code, the Project area is added to City Council District No. 2 (2018 Districting Map No. 635)

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Tentative Subdivision Map and Density Bonus

Existing parking and access to adjoining parcels is maintained along former Rio School Lane



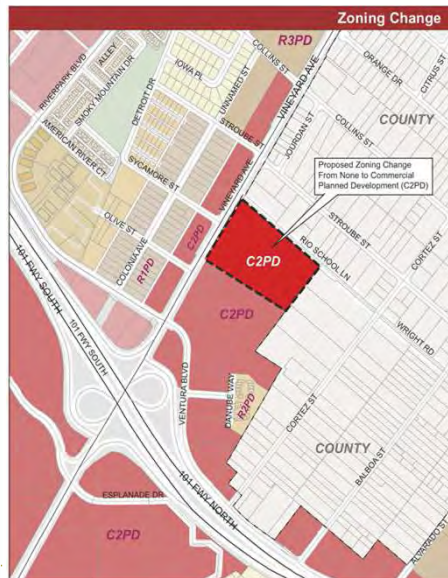
Project includes an enhanced pedestrian connection to Vallarta Market.

Tentative Subdivision Map for Tract No. 5988 (PZ No. 17-300-03) and Density Bonus (PZ No. 17-535-02)

- Project entitled to 20% density bonus by providing 10% City inclusionary units, is requesting 2% bonus (3 units).
- Project using its one entitled Density Bonus concession to reduce Interior Yard Space from 30% to 24% of Parcel 2 total area.
- Project entitled to reduced Density Bonus parking, is meeting City Code resident and guest parking with 169 garages (1 per unit), 425 total spaces.
- Meets all subdivision findings and utility requirements.

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Pre-Zoning Ordinance



Pre-Zone (PZ No. 17-560-01)

Assigns Commercial General - Planned Development (C-2-PD)

C-2 allows Office use on Parcel 1.

C-2 allows Residential Use on Parcel 2

- R-3 development standards
- Attached Dwelling Units standards
- Inclusionary 10% requires 17 low-income affordable units, project providing 3 additional moderate income units, for a total of 20 (12%).
- "PD" allows for variances in:
 - 1) Building height,
 - 2) Number of stories, and
 - 3) Storage area for each unit.

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Financial Impact

- Project is required to pay impact fees:
 - Wastewater, water system, water service and meter, storm drain, traffic (City and County), growth capital, Quimby (park), public art, and General Plan maintenance connection and/or impact fees.
- Applicant will reimburse the City for all LAFCo application fees and related staff and consultant costs.
- When completed, the Project's 167 condominium apartments and a 15,000 gsf office building will generate property taxes to the City.

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If Approved...

- All approvals subject to LAFCo Annexation approval.
- LAFCo will not process the application without a City / County Tax Agreement.
- Annexation required by Calleguas and Metropolitan Water Districts.
- Rio School District initiates:
 - Rio School Lane abandonment with County.
 - Water Well Allocation Transfer through Fox Canyon that satisfies City's Water Neutral Policy.

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Recommendation

That the City Council:

1. Conduct a public hearing;
2. Adopt a Resolution adopting Mitigated Negative Declaration (MND) 2017-04, authorizing proceeding with Annexation of the Parcel PZ Nos. 17-610-01 (Annexation) (subject to approval of Tax Sharing Agreement) and approving 17-620-01 (General Plan Amendment) to change the land use designation from School to Commercial General and to add the Project site to the El Rio West Neighborhood, subject to certain findings and conditions;
3. Adopt a Resolution adopting PZ Nos. 17-300-03 (Tentative Subdivision Map for Tract No. 5998) and 17-535-02 (Density Bonus), subject to certain findings and conditions;
4. Introduce an Ordinance (by title only, waiving further reading) approving PZ No. 17-560-01 (Pre-Zoning) to General Commercial Planned Development (C2-PD); and
5. Authorize City staff to negotiate with the County of Ventura a Project Specific Tax Share Agreement

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Discussion

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CITY COUNCIL AGENDA REPORT
REPORTS
AGENDA ITEM NO. M.1.

DATE: February 4, 2020

TO: City Council

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

SUBJECT: Corrective Action Plan Update. (15/5/5)

RECOMMENDATION

That the City Council receives an update on progress made on the Corrective Action Plan (CAP) in response to Single Audit findings received for audits conducted on fiscal years 2015 through 2018. (Finance and Governance Committee approved 3-0)

BACKGROUND

The City's annual audit for fiscal year 2014-15 produced 111 single-audit findings. These findings primarily concerned the policies and procedures of the City (or lack thereof). The subsequent annual audits produced the following additional findings:

- FY 2015-16: 5 audit findings
- FY 2016-17: 19 audit findings, of which 9 were repeat findings from two prior audits
- FY 2017-18: 37 audit findings, of which 13 were repeat findings from prior three audits
- FY 2018-19: Single audit fieldwork pending, to be completed in January - February

In order to correct these findings, the City is required to produce a Corrective Action Plan (CAP). This plan must address all unresolved findings as well as the steps and timelines to correct them. Following the FY2014-15 audit, the City's Finance Department began to cure these findings but could not create the required CAP until March 2018, when it was finalized and submitted to the State Controller's Office for final adoption.

In the past year and a half, progress on the corrective actions has been slow primarily due to Finance management and staff turnover and resource constraints. In the fiscal year 2019-20 budget, a new position was approved for the Finance Department - Senior Manager of Internal Control - that will focus exclusively on helping the organization strengthen its internal control framework and complete implementation of the policies and procedures and other corrective actions remaining to be addressed. Recruitment for this position was initiated in July and the position was ultimately filled in August by Christine Williams, who has been the City's Controller for the past four years. The Controller position needed to be backfilled before Ms. Williams could fully transition into this new role, and that recruitment culminated in the hiring of Tonya Cheng as the new Controller in December. Once Ms. Williams completes transitioning the Controller role to Ms. Cheng in the first part of 2020, Ms. Williams will be able to dedicate her time and energy to the CAP, and significant progress should be made in 2020 as a result.

Although progress has been slower than expected, the total number of unresolved findings was reduced from 87 as of March 2019 to 57 as of November 2019. Of these 30 resolved findings, 12 were material weaknesses, 17 were significant deficiencies and one was non-compliance. The focus in 2020 will be to implement the internal control integrated framework and resolve the remaining 23 material weaknesses and 22 significant deficiencies. The findings

related to information technology controls are confidential because disclosure could yield data breaches, so the specifics of these findings and resolutions are not included herein.

After Eadie+Payne complete the Single Audit for the fiscal year 2018-19 in the first quarter of 2020, the Finance Department will provide another update to the Finance & Governance Committee and City Council on the continued progress of the CAP (excluding IT findings).

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 1c. Develop written procedures to address Internal Control recommendations from Auditor.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on January 14, 2019, to forward the presentation to the full City Council.

Prepared by: Donna Ventura, Assistant Chief Financial Officer

ATTACHMENTS

1. CAP Update Presentation for CC-02.04.20

UPDATE ON CORRECTIVE ACTION PLAN FOR SINGLE AUDIT FINDINGS

Presentation to City Council

Kevin Riper, Chief Financial Officer

Christine Williams, Senior Manager, Internal Controls

February 4, 2020



BACKGROUND

- The City's annual audits for fiscal years 2014-15 through 2017-18 produced 172 findings, primarily concerning policies and procedures (or lack thereof) and effectiveness of internal controls
- To correct these findings, the City has developed a Corrective Action Plan (CAP)
- Progress reports on the CAP are provided to the Finance & Governance Committee and City Council at least twice per year
 - Last update to FGC was provided in April 2019
- The Single Audit for FY 2018-19 will be completed by March 2020 and another CAP update will be presented in April/May 2020 reflecting those audit results

Complete – Auditors have tested and determined that corrective action for the finding has been effectively implemented

To Be Tested – Policies and Procedures (P&P) approved (if applicable), training completed and corrective action ready for auditors to test during the next single audit

P&P Draft – P&P drafted but not yet approved by CFO, training not yet provided

In Progress – Staff has taken steps towards implementation, but not yet drafted P&P or completed training

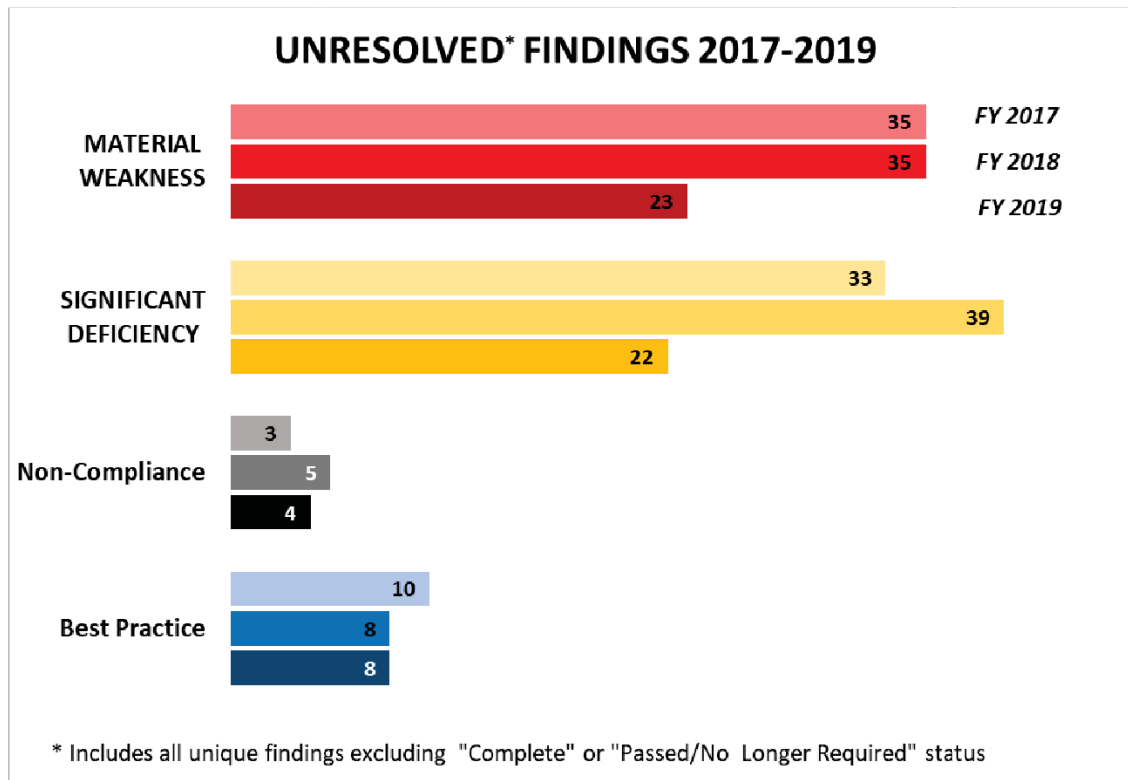
Not Started – Staff has not initiated mitigations, implemented resolutions or provided training

Passed/No Longer Required – Auditors have determined corrective action is no longer required

STATUS OF AUDIT FINDINGS FOR FISCAL YEARS 2015 – 2019*

FINDINGS STATUS (as of 10/31/19)	MATERIAL WEAKNESS	SIGNIFICANT DEFICIENCY	Non- Compliance	Best Practice	TOTAL
COMPLETE	42	37	2	5	86
TO BE TESTED	0	7	4	1	12
P&P DRAFT	10	3	0	1	14
IN PROGRESS	17	17	3	5	42
NOT STARTED	3	4	2	2	11
Passed / No Longer Required	0	2	5	0	7
TOTAL Findings	72	70	16	14	172
Repeat Findings	(7)	(9)	(5)	(1)	(22)
TOTAL Unique Findings	65	61	11	13	150
TOTAL Unresolved Unique Findings	23	22	4	8	57

* Single audit for FY 2018-19 will be performed in Jan-Mar 2020. Table above reflects status of previous years' audit findings tested by auditors as of October 31, 2019.



CAP: 30 FULLY RESOLVED FINDINGS SINCE LAST UPDATE

12 material weaknesses and 17 significant deficiencies have been resolved since last update, with improvements in the following areas:

- IT general controls (11 significant deficiencies)
- Written procedures for reconciling daily cash receipts
- Journal entries – accuracy and supporting documentation
- Review of aged accounts receivable
- Policies and procedures related to capital assets and CIP
- Long term debt – reconciliations and timely recording
- Purchasing practices – bidding process, change orders
- Payroll/HR segregation of duties
- Interest income allocation policy
- Year-end accruals

- Continued staff focus on improving internal controls and implementing CAP
- Long-awaited new ERP system – Tyler Munis – to begin implementation in 2020
- Additional formal and on-the-job training for staff
- Stability and continuity in key leadership positions

RECOMMENDATION

That City Council receives an update on the Corrective Action Plan

Questions





CITY COUNCIL AGENDA REPORT
REPORTS
AGENDA ITEM NO. M.2.

DATE: February 4, 2020

TO: City Council

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

SUBJECT: FY 2018-19 Comprehensive Annual Financial Report and Summary Presentation. (20/10/5)

RECOMMENDATION

That the City Council receive and file the FY 2018-19 Comprehensive Annual Financial Report (CAFR) and receive a summary presentation presented by the City's external auditors, Eadie + Payne, LLP. (Finance and Governance Committee approved 3-0)

BACKGROUND

Eadie + Payne, LLP will present its audit opinion of the City of Oxnard's financial statements, which consist of the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund balance information as of June 30, 2019, and the respective changes in financial position.

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

There is no financial impact.

COMMITTEE OUTCOME

The Finance & Governance Committee approved 3-0 on January 14, 2020, to approve the staff recommendation to forward the item for Council approval.

Prepared by: Eadie + Payne, Donna Ventura, Assistant Chief Financial Officer

ATTACHMENTS

1. Audit letter from Eadie + Payne LLP
2. Oxnard CAFR- Print Date 1-13-20
3. Presentation CC Meeting 2-4-20

November 18, 2019

To the Honorable City Council
City of Oxnard, California

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Oxnard, California (City), for the year ended June 30, 2019. Professional standards require that we provide you with the information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards* as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated May 6, 2019. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. As described in Note I.C. to the financial statements, the City adopted the following pronouncements effective for the year ended June 30, 2019:

- Governmental Accounting Standards Board (GASB) Statement No. 83, *Certain Asset Retirement Obligations*
- GASB No. 88, *Certain Disclosures Related to Debt, including Direct Borrowings and Direct Placements*
- GASB No. 89, *Accounting for Interest Cost Incurred before the end of a Construction Period*

We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.



Eadie + Payne, LLP

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Riverside, CA 92502-1529

Office: 951-241-7800

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To the Honorable City Council
City of Oxnard, California

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Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the City's financial statements were:

- Management's estimate of amounts collectible from accounts and notes receivable is based on historical loss levels of utilities and other accounts receivable and an analysis of the collectability of individual notes receivable;
- Management's estimate of the deferred outflows and inflows and other post-employment benefits payable. Amounts recorded are based on actuarial reports;
- Management's estimate of deferred outflows and inflows of resources and net pension liabilities. Amounts recorded are based on actuarial reports;
- Management's estimate of self-insurance claims payable. Amounts recorded are based on actuarial reports; and
- Management's estimate of capital assets valuation, depreciable lives, and associated depreciation.

We evaluated the key factors and assumptions used to develop the estimates in determining that they are reasonable in relation to the financial statements as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were:

- The disclosure of the nature, policies, and risks related to cash and investments discussed in Note II.A.;
- The disclosure of bonds payable, capital leases, debt with pledged revenue, and special assessment bonds in Note II.G.;
- The disclosure of defined benefit pension plans and other post-employment benefits in Note III.; and
- The disclosure of risks and uncertainties in Note V.B.

The disclosures in the financial statements are neutral, consistent, and clear.

To the Honorable City Council
City of Oxnard, California

Page 3

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. An understatement of cash and investments and an overstatement in utility receivables in the amount of approximately \$338,000 government-wide was not corrected by management. Management has determined that the effect is immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

AUC

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated November 18, 2019.

Management Consultation with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

To the Honorable City Council
City of Oxnard, California

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Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to our retention as auditors for the City. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Government Auditing Standards require a report on internal control over financial reporting and on compliance and other matters. This report will include a status report on the City's corrective action plan and will be published with the Single Audit report in March 2020.

Other Matters

We applied certain limited procedures to management's discussion and analysis, the schedules of changes in net pension liability and related ratios, schedule of proportionate share of the net pension liability and related ratios, schedules of plan contributions, schedule of changes in total other post-employment liability and related ratios, and the budgetary comparison schedule for the General Fund, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the combining and individual nonmajor fund financial statements and Measure O, which accompany the financial statements but are not RSI. With respect to this supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the information presented in the introductory section and statistical section, which accompanies the financial statements but is not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on it.

To the Honorable City Council
City of Oxnard, California

Page 5

Restriction on Use

This information is intended solely for the use of the City Council and management of the City of Oxnard, California and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

Eddie and Payne HP

COMPREHENSIVE ANNUAL FINANCIAL REPORT 2019



FISCAL YEAR ENDED JUNE 30, 2019

WWW.OXNARD.ORG



COMPREHENSIVE ANNUAL FINANCIAL REPORT Fiscal Year Ended June 30, 2019

CITY OF OXNARD, CALIFORNIA

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INTRODUCTORY SECTION





November 18, 2019

Honorable Mayor, Members of the City Council and Citizens of Oxnard:

We are pleased to present the Comprehensive Annual Financial Report (CAFR) of the City of Oxnard, California for the fiscal year ended June 30, 2019. The format and content of this CAFR comply with the principles and standards of accounting and financial reporting adopted by the Governmental Accounting Standards Board (GASB) and the report contains information needed for readers to gain a reasonable understanding of City of Oxnard's financial affairs.

The accuracy of the City's financial statements and the completeness and fairness of their presentation are the responsibility of City management. The City strives to increase transparency and accountability to the public while maintaining a system of internal accounting controls designed to provide reasonable assurance that assets are safeguarded against loss or unauthorized use and the financial records can be relied upon to produce financial statements in accordance with accounting principles generally accepted in the United States of America (GAAP). The concept of reasonable assurance recognizes that the cost of maintaining the system of internal accounting controls should not exceed benefits likely to be derived.

Eadie + Payne LLP, Certified Public Accountants, has issued an unmodified or "clean" opinion on the City's financial statements for the fiscal year ended June 30, 2019. The independent auditor's report is located at page 1 in the Financial Section of this report.

GAAP requires management to provide a narrative introduction, overview and analysis to accompany the basic financial statements in the form of a Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The City's MD&A is located on page 5 immediately following the independent auditor's report.

STAFFING

For the last five years the City has been managing two major efforts. One is rebuilding administrative systems in both central services and operating departments that were weakened by years of inattention from previous City administrations. Currently, City staff has made a priority of addressing these issues, once they were uncovered in 2014. The other is cost-effective, quality management of the full range of services this city of over 210,000 residents expects and deserves - which is now made possible by the steady, consistent and committed leadership at the helm of the City.

The new City administration, with strong support from the City Council, has undertaken major change efforts related to internal control, staff competency, classification and compensation of employees, selection of an enterprise resource planning (ERP) software vendor and ensuring compliance in areas like development impact funding, including administration of special assessment and taxing districts.

Staff have been hired and are being trained and supervised to improve the timeliness, accuracy and quality of information reported by the City. A contract to license and implement the Tyler Munis ERP system was approved by City Council in October 2019, and the Information Technology Department is set to begin implementation in early 2020. Significant progress continues to be made in addressing legacy problems, but more work remains to be done.

Efforts to improve internal control and transparent and user-friendly financial reporting include: performing physical inventories and valuations of capital assets, hiring qualified staff, correcting legacy problems that affected the accuracy of past financial reports, and implementing improved capital planning and budgeting processes. In addition, the City refunded variable rate debt and related derivatives to reduce risk in the debt portfolio.

Unfortunately, due to a variety of issues, Oxnard City government faced a variety of challenges under previous administrations, resulting in skepticism and disappointment from the public and internal city stakeholders. Since 2018, the new City administration and Council have taken decisive, methodical steps to improve fiscal and government transparency - helping to restore confidence and trust. We seek to continue the positive momentum and continue to give our residents the quality services and accountability they expect.

CITY OF OXNARD PROFILE

The City of Oxnard is a full-service city located on the "Gold Coast" of California, approximately halfway between Los Angeles and Santa Barbara. It is the gateway to the Channel Islands National Park. Oxnard was founded in 1903 near the sugar beet processing facility owned by the Oxnard brothers. Henry T. Oxnard, the founder of Crystal Sugar, led the effort to incorporate the City. Shortly after incorporation, the City opened the Oxnard Library.

The adjacent Oxnard Plain is one of the most productive agricultural areas in the country. It produces a third of the California strawberry crop that represents 85% of the U.S. market. Other high value crops are produced nearby including avocados, lemons, Brussels sprouts, and artichokes, and Oxnard remains a leading agricultural and food center. The City is home to the West Coast operations of Procter and Gamble and Sysco. Port Hueneme, the only navigable port between Los Angeles and San Francisco attracted defense and aerospace businesses that served as a foundation for Oxnard's aerospace, technology and manufacturing businesses. Oxnard is a leader in manufacturing in Southern California. Oxnard's harbor and beaches support a strong tourism industry. The local economy is diverse and robust.

Oxnard is the most populous of Ventura County's ten cities at over 210,000. About 36% of the population was born in another country and approximately 75% of its residents are Latino. Oxnard's housing is 10% to 20% less expensive than the County average. Lower cost and available flat land near the Pacific coast have prompted major housing developments in recent years.

The City's voters have supported service levels by approving a special property tax prior to Proposition 13 to pay for part of the cost of public safety pensions, as well as a 0.5% supplemental transaction & use tax (effective 2008 through 2028.)

Zillow expectations for Oxnard's housing market at this report date follow. "The median home value in Oxnard is \$508,400. Oxnard home values have gone up 2.9% over the past year and Zillow predicts they will rise 2.4% within the next year. The median list price per square foot in Oxnard is \$334, which is lower than the Oxnard-Thousand Oaks-Ventura Metro average of \$363."

The City operates under a City Council - City Manager form of government. The Council is responsible for city policy and approves the annual budget and the City Manager is responsible for the daily operations of the city. The City Council appoints the City Manager and City Attorney.

The Mayor's term of office is two years and City Council terms are four years, with elections held every two years. In February 2018 the City Council approved a measure to increase City Council membership from four to six, with all Councilmembers to be elected by district except for the Mayor, who continues to be elected at large. Therefore, beginning in December 2018 the City Council consisted of six members and the Mayor. The City Treasurer, who is elected Citywide, invests idle cash and manages the investment portfolio. The City Clerk, also elected Citywide, manages the City Council and Committee meeting agenda process, official records and elections.

An organization chart listing the names of the City Councilmembers and other City officials as of June 30, 2019, is included at the back of the Introductory Section of the CAFR.

The City provides the following government and business type services:

Government Activities	Business-Type Activities
Governance, including finance, human resources, risk management, information technology, City Attorney, City Treasurer, City Clerk and City Manager	Water – Planning, source and supply, treatment and distribution
Police – including records, dispatch, patrol, investigations, code enforcement and animal control	Wastewater – Collection, treatment of wastewater (sewer) and the recycled water program, administration and operation of storm water programs for drainage and surface runoff
Fire – including hazardous materials storage regulation and incident response, prevention, suppression, medical rescue and emergency response	Environmental Resources – collection and disposal of solid waste and operation of recycling collection and marketing programs
Community Development – including land use/planning, building inspection, zoning, successor agency obligations	Housing Authority – administration of Section 8 rental assistance program, affordable housing and Community Development Block Grant administration
Public Works – including engineering and capital asset planning, streets and roads, rights of way, park and landscape maintenance, special district administration and service management, facilities and fleet maintenance, management of utility enterprise operations	
Culture, Leisure and Libraries – including recreation, after school, youth employment, Performing Arts & Convention Center, and the library system	

The Oxnard City Code requires: "Before the beginning of each fiscal year for which the City Council has not adopted a budget, the City Manager shall submit to the City Council a proposed operations and capital budget for the following fiscal year or for more than one of the following fiscal years." In addition, the code provides that if the Council does not adopt the budget before the beginning of the fiscal year the proposed budget shall become effective. The budget resolution establishes the fund as the budgetary control level. The fiscal year 2019-20 budget was adopted on June 18, 2019. The City Council appropriates funds annually for the General Fund, and all other governmental funds.

ECONOMIC OUTLOOK

The largest employers in the City of Oxnard include Haas Automation, Reiter Affiliated, Spatz Laboratories, the Oxnard School District and the Oxnard Union High School District, St. John's Regional Medical Center, and the City of Oxnard. Other major employers in and near the City include the Naval Base Ventura County which employs over 20,000 people, the County of Ventura, which employs more than 8,000 employees, household names such as Procter and Gamble, and agricultural beacons such as Boskovich Farms and Gill's Onions.

Four districts provide K-8 education to Oxnard residents; when combined with the Oxnard Union High School District, they educate 53,000 students combined. Oxnard is also home to an excellent community college, Oxnard College, which has an enrollment of close to 6,000 students. In addition, many Oxnard students continue their post-secondary education at nearby universities such as California State University Channel Islands, University of California, Santa Barbara, California Lutheran University and universities with satellite campuses in Oxnard such as National University and Azusa Pacific University. The City is developing a pilot program in conjunction with the Chamber of Commerce and Oxnard College to provide specialized training to underemployed residents enabling them to provide our local companies with a pipeline of skilled employees.

The excellent climate we enjoy, coupled with our harbor, beaches, parks, and vibrant cultural events and festivals, make the City of Oxnard a top tourist destination and support many tourist-serving businesses. In addition, Oxnard's mix of agricultural, manufacturing, and retail sectors contribute to a strong and diverse economic base. Existing businesses continue to thrive and expand and will be further strengthened by the increase in residential and commercial development. The Collection, a retail and entertainment complex in North Oxnard, continues to be a popular and successful destination.

With the upcoming addition of two hotels, more retail, and new entertainment venues including a high end bowling alley, the Collection's success will continue to grow. The adjacent Riverpark planned residential community is now complete with the most recent addition of Oakmont, a senior living facility. On the other side of the freeway at the former Wagon Wheel site, The Village has made significant progress and completed construction of 379 residential units in a variety of formats including affordable housing, apartments, condominiums, and luxurious flats. Upon completion, 50,000 square feet of retail space will be available to residents along with new parks and a transit center.

In the City's downtown, revitalization efforts will soon be underway with the development of several mixed use projects that may ultimately bring three thousand residents to a downtown which is already attracting interest from investors as a result of the recent passage of a new streamlined downtown zoning code. Four designated "Opportunity Zones" within our City limits provide an added incentive to developers.

FISCAL CONDITION

As a result of increased costs to provide services to residents and long-term fiscal pressures, the City cut \$5,100,000 from the General Fund budget in fiscal year 2019-20 and anticipates having to cut more each year going forward, affecting vital services such as police, fire, street maintenance, parks, youth and senior programs and libraries, unless measures are undertaken to create other sources of locally-controlled revenue.

On April 26, 2018, the City refunded variable rate demand lease revenue bonds supported by the General Fund that were hedged by an interest rate swap. A second set of variable rate water and wastewater bonds were refunded with fixed rate bonds on November 28, 2018.

The interest environment during this period allowed the City to achieve economic and cash flow savings with swap termination costs included in the analysis. These refundings eliminated all variable rate debt from the General Fund, Water and Wastewater debt portfolios.

With interest rates at historic lows in December 2019, the City refunded additional fixed rate lease revenue bonds supported by the General Fund. Combined with a five-year extension of final maturity, the lower interest cost in this refunding provides funding for the first of two phases of a new ERP software system, which will replace an outdated thirty-year-old system, and significantly reduce manual, paper-based processes. Implementation is slated to begin in early 2020.

Standard and Poor's Global Ratings (S&P) considered the refunding of the City's variable rate bonds (that fluctuate with changes in market interest rates) to reduce the variable interest rate risk as a positive factor for the City. In 2018, S&P increased the rating from "BBB" to "A-" for the wastewater refunding, and reaffirmed the ratings of "A" for the water refunding and "A-" for the General Fund lease revenue refunding. With the most recent refunding transaction, S&P reaffirmed the A- rating on lease revenue bonds, and reaffirmed the City's issuer credit rating of "A," while simultaneously upgrading the outlook from "stable" to "positive." The improvement in ratings resulted from concentrated effort by the City and its bond financing team to communicate the many changes described above to the capital markets.

GENERAL FUND

In fiscal year 2017-2018 the General Fund¹ balance decreased by \$5.8 million while in fiscal 2018-19 the fund balance increased by \$1.8 million. Revenues grew in total, driven primarily by core tax revenues. Increased expenditures were driven primarily by salary and benefit costs, partially offset by a reduction in capital outlay. The expenses did not exceed the amount of the adjusted General Fund budget.

¹ The General Fund group included in the Governmental Funds financial statements includes more than just the City's base general fund (fund 101). It represents a group of funds, including the Measure O (half-cent sales tax) fund (104); the street maintenance fund (105); the performing arts center fund (641); the golf course operating fund (651); and several smaller funds. See pages 140-143 for a detailed breakdown of these components of the General Fund group.

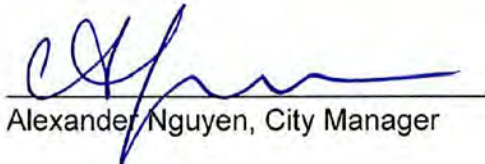
Balancing the fiscal 2019-20 budget to address a structural deficit in the General Fund and accommodate staffing priorities required difficult decisions, including significant reductions in services to the public and closure of several City facilities, accompanied by layoffs of more than 2 percent of the City workforce. Management expects that the process of General Fund budget cuts will continue as the City confronts increasing retirement system costs and the possibility of a slowing economy. The City's long-range forecasting model provides information about the impacts of economic slowdowns or recession during the course of evaluating budget alternatives.

Oxnard provides the minimum contribution for retiree health care required when benefits are provided by CalPERS. It also provides contributions to its police and fire employees' retiree medical care costs that are negotiated and not tied to changes in health care premium amounts. Policies regarding funding of actuarial liabilities related to workers' compensation, general liability, and employee benefits were re-evaluated in connection with the fiscal 2019-20 budget, and the confidence interval for all risk management reserve funds was reduced from 70% to 50%.

Final Comments

We express our appreciation to the City Council, the staff members in the Finance Department and other departments, and Eadie + Payne's audit staff in assuring that the City's Comprehensive Annual Financial Report meets the highest standard of reporting and provides useful information to users of the financial statements.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Alexander Nguyen', is written over a horizontal line. The signature is stylized with a large initial 'A' and a long, sweeping underline.

Alexander Nguyen, City Manager



Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**City of Oxnard
California**

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

June 30, 2018

Christopher P. Morrell

Executive Director/CEO

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Elected Officials at June 30, 2019



Tim Flynn,
Mayor



Carmen Ramirez,
Mayor Pro Tem,
District 2



Bert Perello,
Councilmember,
District 1



Oscar Madrigal,
Councilmember,
District 3



**Bryan A.
MacDonald,**
Councilman,
District 4



Gabriela Basua,
Councilwoman,
District 5



Vianey Lopez,
Councilmember,
District 6

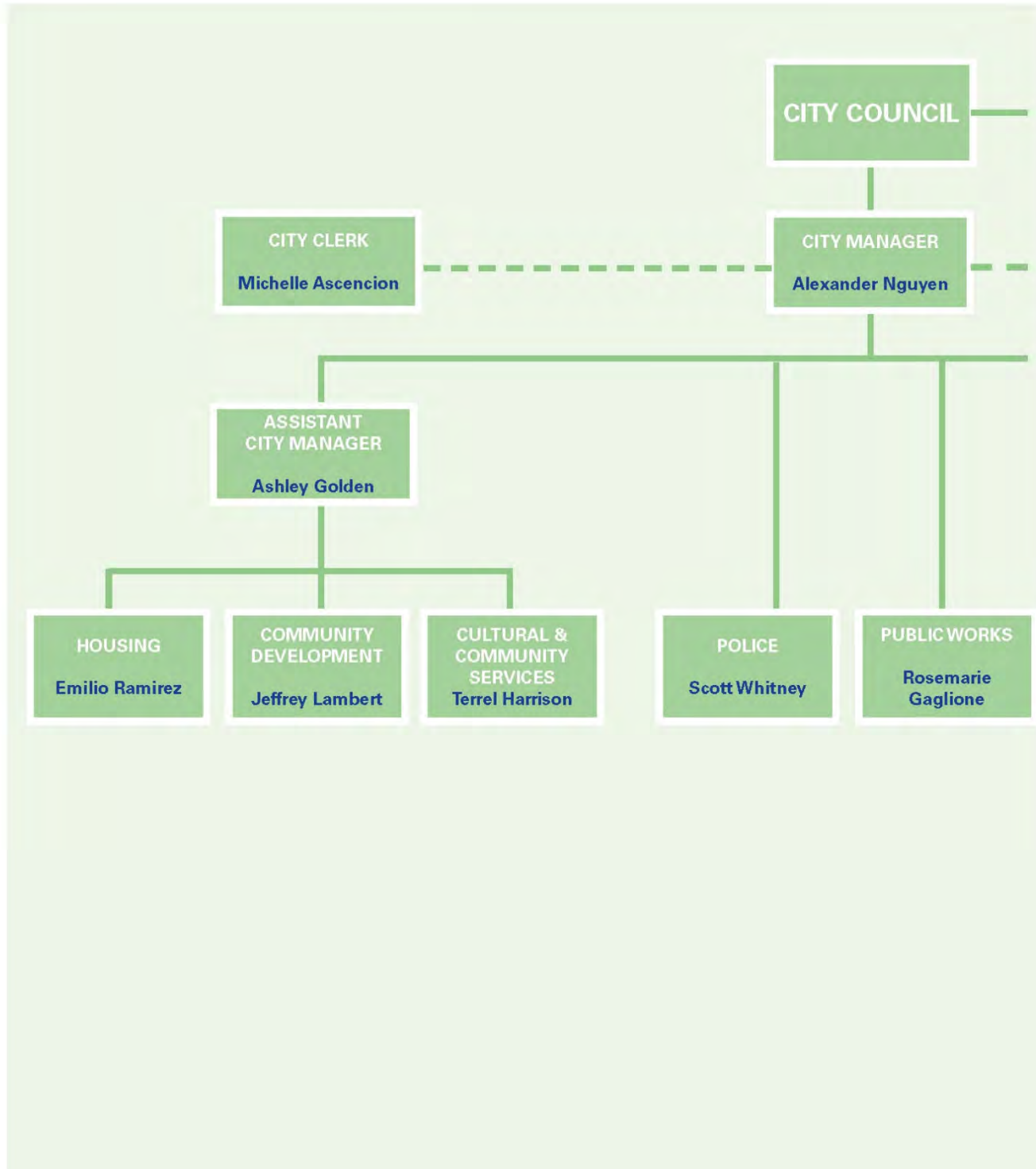


Michelle Ascencion,
City Clerk

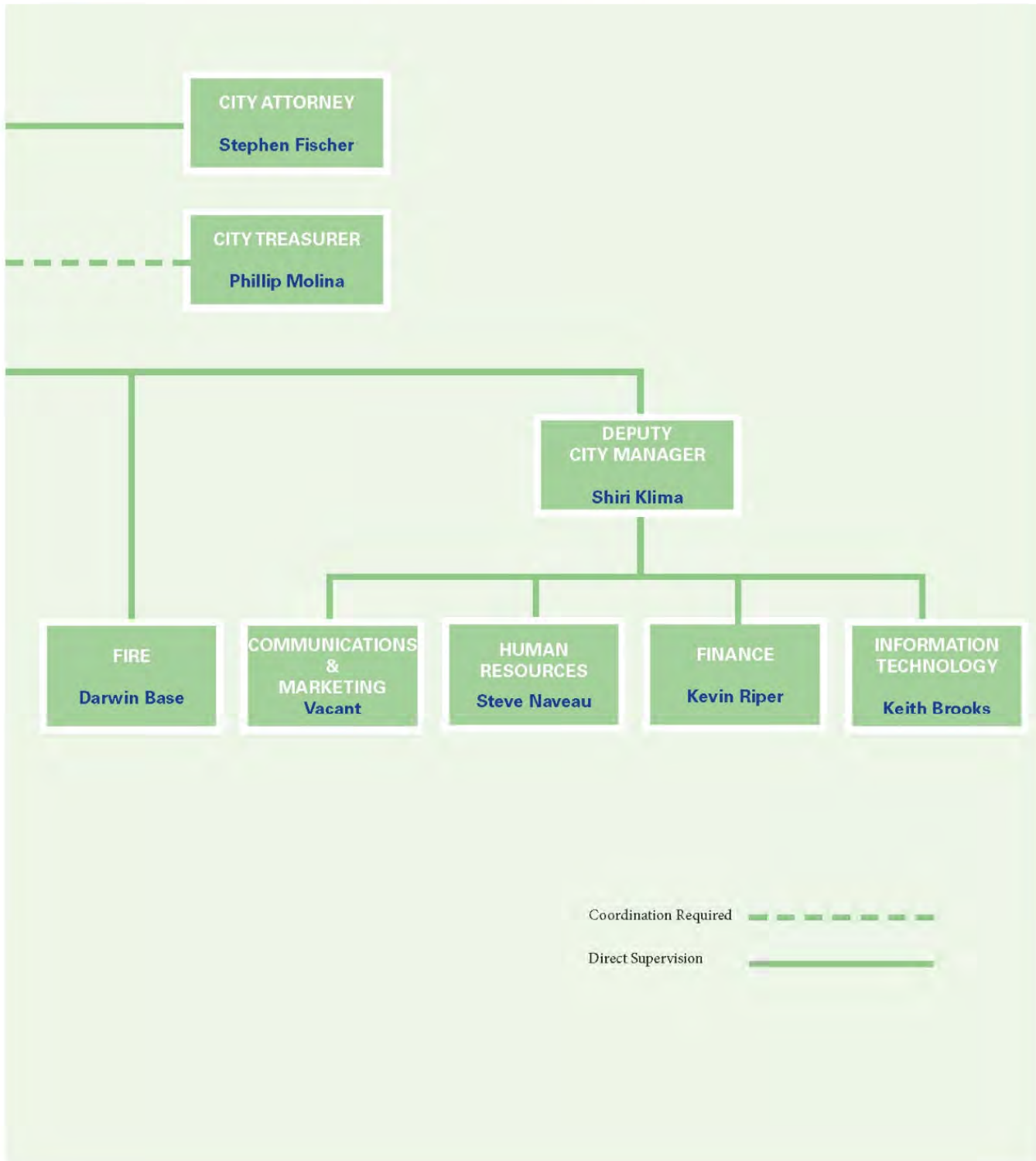


Phil Molina,
City Treasurer

City of Oxnard Citywide Organizational Chart as of June 2019



City of Oxnard Citywide Organizational Chart as of June 30, 2019



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FINANCIAL SECTION



INDEPENDENT AUDITOR'S REPORT



To the City Council
City of Oxnard
Oxnard, California

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Oxnard, California (City), as of and for the year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Eadie + Payne, LLP

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Riverside, CA 92502-1529

Office: 951-241-7800

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Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We did not audit the financial statements of Oxnard Housing Authority, a blended component unit, which statements represent 1.13% and 0.87% of total government-wide assets and net position as of June 30, 2019 and 6.66% of total government-wide revenues for the year then ended. Those statements were audited by other auditors whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for Oxnard Housing Authority, is based solely on the report of the other auditors. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Oxnard, California, as of June 30, 2019, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information for the General Fund, Affordable Housing Fund, and Development Fees Fund, the schedules of changes in net pension liability and related ratios, the schedule of proportionate share of the net pension liability and related ratios, the schedules of plan contributions, and the schedule of changes in total OPEB liability and related ratios on pages 5 through 20 and 129 through 138 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements as a whole. The introductory section, combining and individual nonmajor fund financial statements, and statistical section are presented for purposes of additional analysis and are not a required part of the financial statements.

The combining and individual nonmajor fund financial statements are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements are fairly stated in all material respects in relation to the financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we will also issue our report on our consideration of the City of Oxnard, California's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City of Oxnard's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering City of Oxnard, California's internal control over financial reporting and compliance.

A handwritten signature in cursive script that reads "Eddie and Payne LLP".

November 18, 2019
Riverside, California

MANAGEMENT'S DISCUSSION AND ANALYSIS

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of the City of Oxnard, California's (City) financial performance provides an overview of the City's financial activities for the fiscal year ended June 30, 2019. Please read this document in conjunction with the transmittal letter on page i and the City's basic financial statements and notes that begin on page 21.

FINANCIAL HIGHLIGHTS

The City as a Whole

- Reported net position at June 30, 2019, is \$2.2 billion, which represents an increase of \$19 million from June 30, 2018, mostly due to higher cash and investment balances.
- Of the total net position, \$2.2 billion is invested in capital assets and \$149 million is restricted.
- As of June 30, 2019, the City's governmental funds reported combined ending fund balances of \$140 million, an increase of \$8 million from the prior year. The increase is attributable to higher revenues in the Development Fees Fund.

Fund financial statements

- Reported governmental fund balances increased by \$8 million at the close of fiscal year 2018-2019. The General Fund increased by \$2 million and other governmental funds increased by \$6 million.
- Total governmental fund revenue increased by \$27 million to \$219 million. The largest contributors to the increase were higher developer fees revenue, higher property tax revenues driven by growth in assessed values and a timing issue related to sales tax remittances to the City that were delayed in the prior year due to the California Department of Tax and Fee Administration's implementation of a new financial management system.
- Governmental fund expenditures totaled \$211 million, a decrease of almost \$27 million from the prior year, due almost entirely to a bond refunding in fiscal year 2017-18 which increased debt service as an expenditure offset by bond proceeds as a financing source. There were no such refunding transactions in governmental funds during fiscal year 2018-19.
- Water Fund operating revenue decreased by \$3 million, attributable to less water consumption by customers. The City did not implement any water rate increase or pass-through of increased costs for purchased water in fiscal year 2018-19. Operating expenses were only slightly lower than the prior year.

- Wastewater Fund operating revenue increased, by \$4 million, attributable to a combination of rate increases, one-time collections on delinquent accounts, and an increase in connection fee revenue. This additional revenue will allow the wastewater utility to fund critically-needed infrastructure projects. Operating expenses decreased by \$3 million due to a reduction in bad debt expense, and less spending on contractual services than in the prior year.
- Environmental Resources operating revenue decreased by over \$1 million due to normal fluctuations in waste disposal volumes and continuing reductions in prices and demand for recycled materials. Operating expenses increased by \$2 million primarily due to increases in all cost categories except repairs and maintenance. Salaries and benefits, for example, grew both because of increased staffing levels and job reclassifications to higher-paid positions.

USING THIS ANNUAL REPORT

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to basic financial statements. This report also contains other required supplementary information in addition to the basic financial statements themselves.

Reporting the City as a Whole

The government-wide financial statements provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business. The focus of these statements is to report all financial resources and obligations of the City. The statement of net position presents information on all of the City's assets and deferred outflows, and liabilities and deferred inflows, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

Generally, deferred inflows and outflows represent amounts related to differences in timing of recognition of revenues or expenses compared to the timing of related financial resources. In many cases these amounts have been recorded as assets or liabilities in the past and in the future new accounting standards will specify whether these accounts are to be used. Notable examples of recent standards using showing how the City's net position changed during the current fiscal year. All changes these accounts are GASB statements 68 and 75 relating to pensions and other post-employment benefits.

The statement of activities presents information in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, all of the current year's revenues and expenses are taken into account regardless of when cash is received or paid (e.g., earned but unused vacation leave or uncollected taxes).

Government-wide financial statements distinguish City governmental activities that are principally supported by taxes and intergovernmental revenues from other business-type activities that are intended to recover all or a significant portion of their costs through user fees and charges. Governmental activities of the City include general government, public safety, transportation, community development, library and culture and leisure. Business-type activities of the City include water, wastewater, and solid waste management. The government-wide financial statements can be found on pages 21-23 of this report.

Fund financial statements

Fund financial statements report information about groupings of related accounts used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other State and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. City funds can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds. **Governmental funds** are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental funds financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City maintains several individual governmental funds organized by their type (special revenue, debt service, and capital projects funds). The City has three governmental funds classified as major funds requiring separate presentation in the basic financial statements: the General Fund, the Affordable Housing Fund and the Development Fees Fund. Data from the remaining governmental funds are combined into a single, aggregated presentation. Individual fund data for each of the non-major governmental funds is provided in the form of combining statements shown on pages 147-151. The City adopts an appropriated budget for its General Fund and special revenue funds. Budgetary comparison statements have been provided to demonstrate compliance with this budget on pages 152-160. The basic governmental funds financial statements can be found on pages 24-27 of this report. Proprietary funds are generally used to account for services for which the City charges fees to outside customers or internal departments of the City.

Proprietary funds provide the same type of information as shown in the government-wide statements, only in more detail. The City maintains the following two types of proprietary funds:

- **Enterprise Funds** are used to report the same functions presented as business-type activities in the government-wide financial statements. The City uses proprietary funds to account for the operations of water, wastewater, solid waste management and the Oxnard Housing Authority component unit.
- The Oxnard Housing Authority is audited separately and the reader should contact the Authority at Housing Administrative Services, 435 South D Street, Oxnard CA 93030, (805) 385-8041 for more information.
- **Internal service funds** are used to report activities that provide internal services for the City. The City uses internal service funds to account for liability and workers' compensation self-insurance, information services, fleet, utility customer services, and facilities and equipment maintenance. Because internal service funds predominantly benefit governmental rather than business-type functions, they have been included within governmental activities in the government-wide financial statements. The internal service funds are combined into a single, aggregated presentation in the proprietary fund financial statements. Individual fund data for the internal service funds is provided in the form of combining statements found on pages 161-167.

The basic proprietary funds financial statements can be found on pages 28-37 of this report.

The City as Trustee

Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements, because the resources of those funds are not available to support the City's own programs.

The City is the trustee, or fiduciary, for an employee pension plan and the Community Development Commission (CDC) Successor Agency funds. The basic fiduciary funds financial statements can be found on page 38-39 of this report.

Notes to basic financial statements

The notes provide additional information essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to basic financial statements can be found on pages 40-128 of this report.

Other information

In addition to the basic financial statements and accompanying notes, this report also presents certain Required Supplementary Information (RSI) concerning the City's progress in funding its obligation to provide pension and other post-employment benefits to its hourly and full-time employees within the Schedules of Changes in Net Pension Liability and Related Ratios, and Schedule of Plan Contributions. RSI can be found on pages 129-135.

Footnotes providing additional detail about the CDC Successor Agency can be found on pages 123-127. In addition, further discussion of uncertainties affecting the City appears at page 121.

Combining statements for general fund group, non-major governmental funds, internal service funds, and agency funds are presented immediately following the RSI. Combining financial statements and schedules can be found on pages 140-169 of this report. Statistical tables regarding: fiscal trends, revenue capacity, debt capacity, demographic and economic information, and operating information can be found on pages 171-198 of this report.

Net Position

SUMMARY OF NET POSITION (\$THOUSANDS)

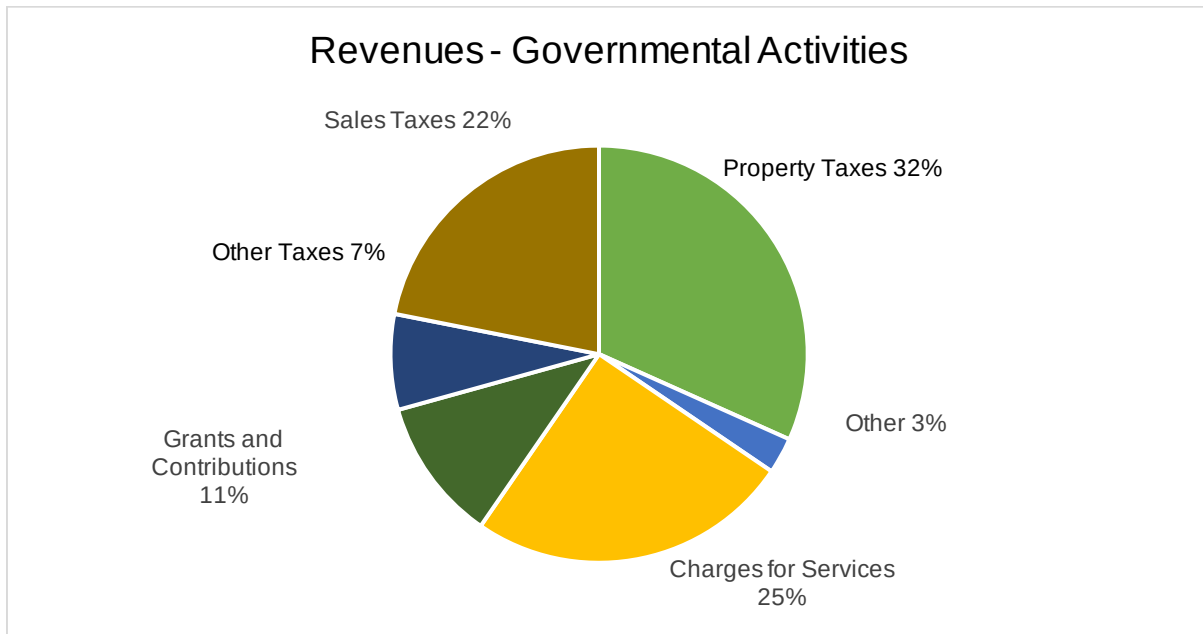
	GOVERNMENTAL ACTIVITIES		BUSINESS-TYPE ACTIVITIES		TOTAL	
	2019	2018	2019	2018	2019	2018
Current assets	\$ 166,361	\$ 135,943	\$ 144,924	\$ 129,421	\$ 311,285	\$ 265,364
Capital assets (net of accumulated depreciation)	2,065,613	2,080,954	504,899	512,351	2,570,512	2,593,305
Properties held for resale	570	-	-	300	570	300
Other assets	69,030	77,365	16,288	1,176	85,318	78,541
Total Assets	2,301,574	2,294,262	666,111	643,248	2,967,685	2,937,510
Deferred outflows of resources	56,292	71,748	12,411	18,226	68,703	89,974
Total Assets and Deferred Outflows of Resources	2,357,866	2,366,010	678,522	661,474	3,036,388	3,027,484
Current liabilities	58,298	46,768	25,346	22,554	83,644	69,322
Noncurrent liabilities	392,632	408,814	327,884	340,511	720,516	749,325
Total Liabilities	450,930	455,582	353,230	363,065	804,160	818,647
Deferred inflows of resources	22,314	16,597	3,572	4,615	25,886	21,212
Total Liabilities and Deferred Inflows of Resources	473,244	472,179	356,802	367,680	830,046	839,859
Net Position						
Net investment in capital assets	1,993,824	1,994,003	224,259	224,140	2,218,083	2,218,143
Restricted	94,430	134,054	54,284	48,790	148,714	182,844
Unrestricted	(203,632)	(234,226)	43,177	20,863	(160,455)	(213,363)
NET POSITION	\$ 1,884,622	\$ 1,893,831	\$ 321,720	\$ 293,793	\$ 2,206,342	\$ 2,187,624

- At June 30, 2019, the City's net position totaled \$2.2 billion. Net position consisted entirely of the City's net investment in capital assets, representing the total funds invested to acquire capital assets, reduced by the outstanding debt issued in connection with their construction or acquisition. Capital assets are not available, spendable resources, and generally are not liquidated to repay debt. Restricted net position totaled \$149 million and unrestricted net deficit totaled \$160 million, primarily attributable to the implementation of GASB statements 68 and 75 to record liabilities for employee pensions and other post-employment benefits. These liabilities will be liquidated with revenues received in future years that cannot be accrued in these financial statements.

- Current assets increased by \$46 million, comprised of a \$30 million increase attributable to governmental activities and a \$16 million increase attributable to business-type activities. More than one-fourth of the increase in current assets from governmental activities resulted from positive operating results in the Development Fees Fund. Other contributors to the increase were cash and investments in the General Fund group; amounts due from other governments (mostly grants) to the General Fund group; and higher accounts receivable in several funds. The majority of the business-type activity increase in current assets was due to proprietary fund operations net of non-operating items.
- The City's total capital assets decreased by \$23 million during the current fiscal year primarily due to depreciation
- The City's total liabilities decreased by \$14 million to \$804 million. Governmental activities' liabilities decreased by barely 1 percent (less than \$5 million) whereas business-type activities decreased by \$10 million. The reduction in business-type activity liabilities was primarily due to the refunding of certain water and wastewater bonds described in Note II.G.

SUMMARY OF CHANGES IN NET POSITION
(\$THOUSANDS)

	GOVERNMENTAL ACTIVITIES		BUSINESS-TYPE ACTIVITIES		TOTAL	
	2019	2018	2019	2018	2019	2018
Program Revenues						
Charges for services	\$ 55,676	\$ 42,849	\$ 158,435	\$ 158,404	\$ 214,111	\$ 201,253
Operating grants and contributions	14,689	16,939	21,866	21,636	36,555	38,575
Capital grants and contributions	9,838	3,502	-	1,349	9,838	4,851
General Revenues						
Taxes	135,413	126,962	-	-	135,413	126,962
Interest on investments	5,772	1,405	7,612	1,839	13,384	3,244
Total Revenues	<u>221,388</u>	<u>191,657</u>	<u>187,913</u>	<u>183,228</u>	<u>409,301</u>	<u>374,885</u>
Expenses						
General government	47,292	56,052	-	-	47,292	56,052
Public safety	110,217	114,056	-	-	110,217	114,056
Transportation systems	11,367	13,353	-	-	11,367	13,353
Community development	21,205	17,440	-	-	21,205	17,440
Culture and leisure	33,792	30,577	-	-	33,792	30,577
Libraries	3,251	3,462	-	-	3,251	3,462
Interest on long-term debt	4,452	9,746	-	-	4,452	9,746
Loss from disposal of assets	70	-	417	-	487	-
Water	-	-	55,883	57,618	55,883	57,618
Wastewater	-	-	31,784	33,512	31,784	33,512
Environmental resource	-	-	46,314	45,634	46,314	45,634
Oxnard Housing Authority	-	-	27,634	27,889	27,634	27,889
Total Expenses	<u>231,646</u>	<u>244,686</u>	<u>162,032</u>	<u>164,653</u>	<u>393,678</u>	<u>409,339</u>
CHANGE IN NET POSITION BEFORE SPECIAL ITEMS, CONTRIBUTED CAPITAL, AND TRANSFERS	(10,258)	(53,029)	25,881	18,575	15,623	(34,454)
CONTRIBUTED CAPITAL	789	(1,940)	(221)	1,940	568	-
SPECIAL ITEMS	-	10,657	-	-	-	10,657
TRANSFERS	243	201	(243)	(201)	-	-
CHANGE IN NET POSITION	(9,226)	(44,111)	25,417	20,314	16,191	(23,797)
NET POSITION - JULY 1	1,893,830	1,945,950	293,793	278,381	2,187,623	2,224,331
PRIOR-PERIOD ADJUSTMENT	18	(8,008)	2,510	(4,902)	2,528	(12,910)
NET POSITION - JUNE 30	<u>\$ 1,884,622</u>	<u>\$ 1,893,831</u>	<u>\$ 321,720</u>	<u>\$ 293,793</u>	<u>\$ 2,206,342</u>	<u>\$ 2,187,624</u>



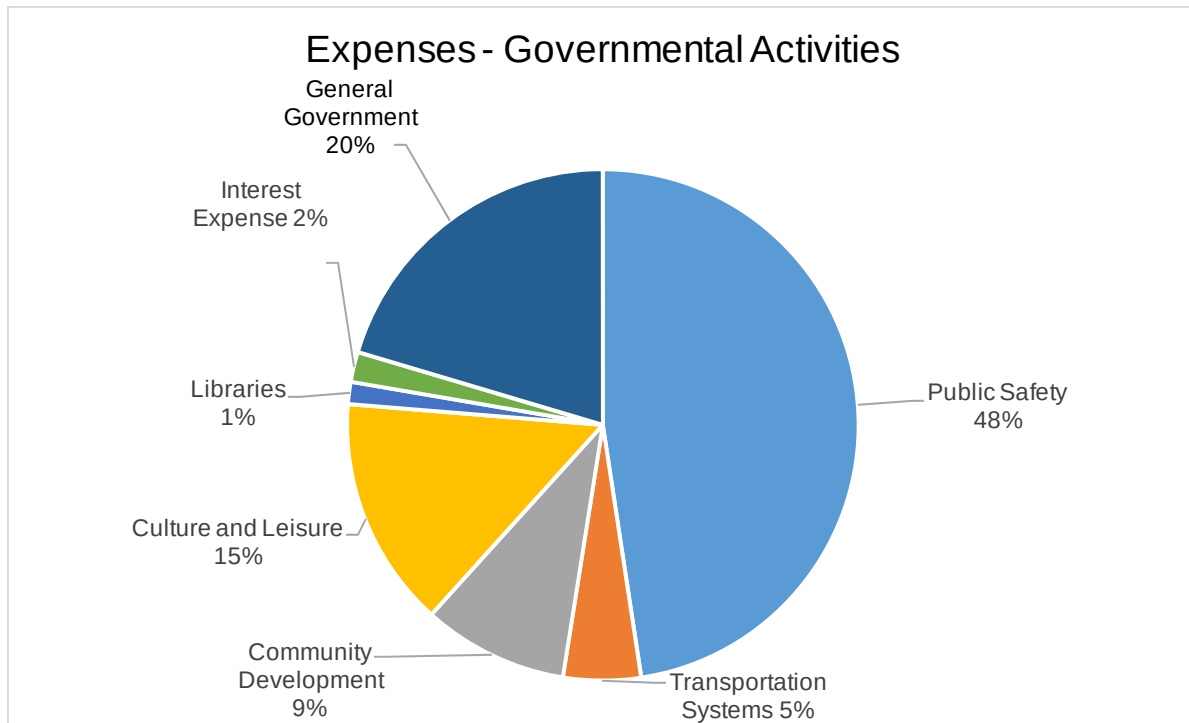
Revenues

The City financed its operations for fiscal 2018-2019 using \$135 million in tax revenue, \$81 million from its governmental activities, \$180 million generated by its business-type activities and \$13 million of interest income. In addition it consumed \$9 million of governmental activity net position (generally total assets less total liabilities) and added \$25 million to its business-type activity net position for a net increase in citywide net position of \$16 million.

Total governmental activity revenues increased by \$30 million primarily attributable to an increase in charges for services, as well as increases in tax and capital grants and contributions.

- Nearly all of the \$13 million increase in charges for services is due to an increase in development impact fees, which are a restricted revenue source not part of the General Fund group.
- Revenue from taxes increased by \$8 million reflecting continuing growth in property tax, business tax, transient occupancy (hotel) tax, property transfer taxes and utility franchise fees.
- Operating grants and contributions decreased by \$2 million and capital grants and contributions increased by \$6 million. These two categories of revenues fluctuate from year-to-year and the change between years is not predictive of future revenue levels.

Total business-type activity revenues increased by \$5 million primarily attributable to an increase in interest earned on investments, largely driven by favorable fair market value adjustments as of June 30, 2019.



Program Expenses

- Total expenses in governmental activities decreased by \$13 million versus the prior year attributable not to ongoing operations but primarily due to lower workers' compensation and general liability expense and pension expense associated with public safety and other governmental activities, as well as one-time swap termination payments associated with two bond refundings in fiscal year 2017-18, not repeated in fiscal year 2018-19.
- Other costs that are not reported in the fund accounting statements also had a significant effect. These items are described in the Reconciliation of the Change in Fund Balances of the Governmental Funds to the Statement of Activities found on page 27 of the basic financial statements. Depreciation net of capital outlays totaling \$15 million decreased net position as did \$8 million in increases in accruals for actuarial liabilities, leave payable, post-employment benefits and retirement benefit liabilities. In addition, principal repayments and net amortization and adjustment of premiums and discounts on long term debt increased net position by \$7 million.

Fund Financial Statements

GOVERNMENTAL FUNDS BALANCE SHEET SUMMARY
(\$THOUSANDS)

	GENERAL FUND		AFFORDABLE HOUSING		DEVELOPER FEES		OTHER GOVERNMENTAL		TOTAL	
	2019	2018	2019	2018	2019	2018	2019	2018	2019	2018
Assets	\$ 62,755	\$ 54,560	\$ 34,156	\$ 33,309	\$ 49,935	\$ 40,857	\$ 76,795	\$ 76,749	\$ 223,641	\$ 205,475
TOTAL ASSETS AND DEFERRED OUTFLOWS	\$ 62,755	\$ 54,560	\$ 34,156	\$ 33,309	\$ 49,935	\$ 40,857	\$ 76,795	\$ 76,749	\$ 223,641	\$ 205,475
Liabilities, Deferred Inflows and Fund Balance										
Liabilities	\$ 20,513	\$ 14,098	\$ 9	\$ 2	\$ 671	\$ 341	\$ 12,460	\$ 9,513	\$ 33,653	\$ 23,954
Deferred inflows of resources	7	-	32,452	31,623	8,295	8,270	9,303	10,017	50,057	49,910
Total Liabilities and Deferred Inflows	20,520	14,098	32,461	31,625	8,966	8,611	21,763	19,530	83,710	73,864
Fund Balances										
Nonspendable	-	-	-	-	-	-	-	-	-	-
Restricted	10,528	10,559	1,695	1,684	40,969	32,246	41,237	39,656	94,429	84,145
Committed	22,560	12,662	-	-	-	-	-	-	22,560	12,662
Assigned	283	-	-	-	-	-	13,795	17,563	14,078	17,563
Unassigned	8,864	17,241	-	-	-	-	-	-	8,864	17,241
Total Fund Balances	42,235	40,462	1,695	1,684	40,969	32,246	55,032	57,219	139,931	131,611
TOTAL LIABILITIES, DEFERRED INFLOWS AND FUND BALANCES	\$ 62,755	\$ 54,560	\$ 34,156	\$ 33,309	\$ 49,935	\$ 40,857	\$ 76,795	\$ 76,749	\$ 223,641	\$ 205,475

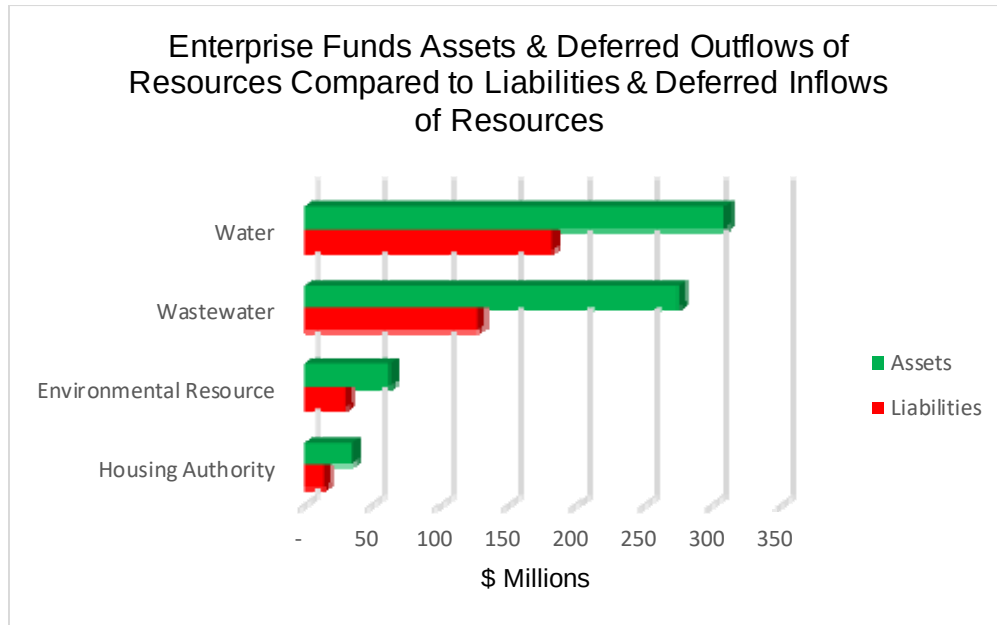
- Total assets in governmental funds increased by \$18 million, of which approximately half relates to the Developer Fees Fund. Total liabilities in governmental funds increased by \$10 million due to increases in accounts payable and other liabilities.
- Restricted fund balances in governmental funds totaled \$94 million. The restricted amounts consist almost entirely of development impact fees totaling \$41 million and maintenance, transportation and capital project related funds totaling \$49 million.

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
(\$THOUSANDS)

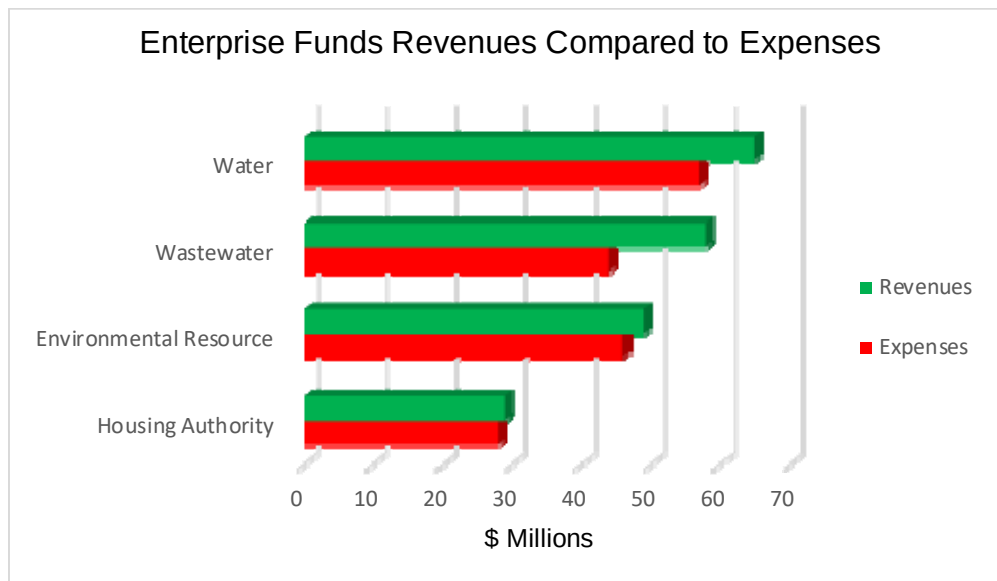
	GENERAL FUND		AFFORDABLE HOUSING		DEVELOPER FEES		OTHER GOVERNMENTAL		TOTAL	
	2019	2018	2019	2018	2019	2018	2019	2018	2019	2018
Revenues										
Taxes	\$ 120,904	\$ 112,368	\$ -	\$ -	\$ -	\$ -	\$ 14,147	\$ 14,280	\$ 135,051	\$ 126,648
Other revenues	38,573	32,309	82	52	11,654	52	34,002	33,313	84,311	65,726
Total Revenues	<u>159,477</u>	<u>144,677</u>	<u>82</u>	<u>52</u>	<u>11,654</u>	<u>52</u>	<u>48,149</u>	<u>47,593</u>	<u>219,362</u>	<u>192,374</u>
Expenditures										
Current	143,851	139,129	71	142	1,577	142	38,479	39,810	183,978	179,223
Capital outlay	5,418	2,827	-	-	683	-	10,177	13,941	16,278	16,768
Debt service	1,320	1,323	-	-	-	-	9,759	41,017	11,079	42,340
Total Expenditures	<u>150,589</u>	<u>143,279</u>	<u>71</u>	<u>142</u>	<u>2,260</u>	<u>142</u>	<u>58,415</u>	<u>94,768</u>	<u>211,335</u>	<u>238,331</u>
EXCESS OF REVENUES OVER (UNDER)										
EXPENDITURES	<u>8,888</u>	<u>1,398</u>	<u>11</u>	<u>(90)</u>	<u>9,394</u>	<u>(90)</u>	<u>(10,266)</u>	<u>(47,175)</u>	<u>8,027</u>	<u>(45,957)</u>
OTHER FINANCING SOURCES (USES)										
Proceeds from sale of bonds	-	-	-	-	-	-	-	37,609	-	37,609
Net transfers	(7,116)	(7,205)	-	-	(671)	-	8,061	6,705	274	(500)
Total Other Financing Sources (Uses)	<u>(7,116)</u>	<u>(7,205)</u>	<u>-</u>	<u>-</u>	<u>(671)</u>	<u>-</u>	<u>8,061</u>	<u>44,314</u>	<u>274</u>	<u>37,109</u>
NET CHANGE IN FUND BALANCES	1,772	(5,807)	11	(90)	8,723	(90)	(2,205)	(2,861)	8,301	(8,848)
FUND BALANCES, JULY 1	40,462	46,269	1,684	1,774	32,246	1,774	57,220	90,642	131,612	140,459
PRIOR-PERIOD ADJUSTMENT	-	-	-	-	-	-	18	-	18	-
FUND BALANCES, JUNE 30	<u>\$ 42,234</u>	<u>\$ 40,462</u>	<u>\$ 1,695</u>	<u>\$ 1,684</u>	<u>\$ 40,969</u>	<u>\$ 1,684</u>	<u>\$ 55,033</u>	<u>\$ 87,781</u>	<u>\$ 139,931</u>	<u>\$ 131,611</u>

- The General Fund group's combined fund balance increased by \$2 million in FY 2018-19 due to higher tax revenues and charges for services, partially offset by higher labor and other operating costs. The sales tax revenue was affected by prior year delays in remittances from the California Department of Tax and Fee Administration caused by the State's implementation of a new financial management system.
- Property taxes collected in other governmental funds come from the City's public safety pension tax override fund. In 1951, the City's voters approved property taxes to fund public safety employees' participation in the California Public Employees Retirement System. This vote preceded, and thus supersedes, Proposition 13's 1% property tax rate limit approved in 1978.
- When pension tax collections exceed estimates or pension costs are lower than estimated the City will adjust the tax rate to assure pension override tax revenues do not exceed eligible expenditures or amortization of prior years' unfunded actuarial liabilities. Eligible public safety retirement costs are expected to exceed funding through the tax override and are expected to continue to grow in the near term which will affect all funds that finance public safety personnel, mostly the General Fund (101) and the Measure O (Half-Cent Sales Tax) Fund (104).

The following table compares Enterprise Funds assets and liabilities as of the end of the fiscal year:



The following table compares Enterprise Funds revenues and expenses for the fiscal year:



Budget

GENERAL FUND GROUP BUDGETARY SUMMARY
(\$THOUSANDS)

	ORIGINAL BUDGET	FINAL BUDGET	ACTUAL AMOUNTS	VARIANCE WITH FINAL BUDGET POSITIVE (NEGATIVE)
Revenues				
Taxes	\$ 117,008	\$ 117,008	\$ 120,904	\$ 3,896
Other Revenues	37,056	38,022	38,573	551
Total Revenues	<u>154,064</u>	<u>155,030</u>	<u>159,477</u>	<u>4,447</u>
Expenditures				
Current	140,402	144,566	143,851	715
Capital outlay	1,641	8,898	5,418	3,480
Debt service	1,353	1,448	1,320	128
Total Expenditures	<u>143,396</u>	<u>154,912</u>	<u>150,589</u>	<u>4,323</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>10,668</u>	<u>118</u>	<u>8,888</u>	<u>8,770</u>
Other Financing Sources (Uses)				
Net transfers	(5,409)	(5,533)	(7,116)	(1,583)
Total Other Financing Sources (Uses)	<u>(5,409)</u>	<u>(5,533)</u>	<u>(7,116)</u>	<u>(1,583)</u>
NET CHANGE IN FUND BALANCES	<u>\$ 5,259</u>	<u>\$ (5,415)</u>	<u>\$ 1,772</u>	<u>\$ 7,187</u>

- General Fund group revenues were \$5 million higher than the original budget and \$4 million higher than the revised final budget while expenditures were \$7 million higher than the original budget but \$4 million lower than the revised final budget.
- Higher sales tax remittances account for most of the increase in tax revenue compared with the revised budget.
- Compared with the original budget, public safety personnel costs increased by \$3 million primarily driven by overtime costs associated with the City's mutual aid response to regional wildland fires; these costs are reimbursed by the State and federal government. In addition, the City incurred costs of over \$2 million to correct legacy pay and benefit issues affecting part time and seasonal employees as far back as twenty years ago.
- Compared with the revised budget, these cost increases were offset by the effect of multi-year capital project costs carried over in their entirety into the next year but not completely spent in that year.

Capital Assets (Note II.F. pages 72-74)

CAPITAL ASSETS
NET OF ACCUMULATED DEPRECIATION
(\$THOUSANDS)

	GOVERNMENTAL ACTIVITIES		BUSINESS-TYPE ACTIVITIES		TOTAL	
	2019	2018	2019	2018	2019	2018
Land	\$ 1,418,658	\$ 1,418,638	\$ 17,042	\$ 17,042	\$1,435,700	\$1,435,680
Buildings	80,871	82,748	131,698	175,028	212,569	257,776
Other improvements	77,971	78,327	4,325	4,546	82,296	82,873
Machinery and equipment	5,012	4,342	58,645	56,876	63,657	61,218
Vehicles	7,714	6,533	-	-	7,714	6,533
Infrastructure	465,300	479,012	277,728	242,841	743,028	721,853
Construction in progress	10,087	11,354	15,462	16,018	25,549	27,372
TOTALS	\$ 2,065,613	\$ 2,080,954	\$504,900	\$512,351	\$2,570,513	\$2,593,305

The total amount reported at June 30, 2019, as invested in Capital Assets is \$2.6 billion, a decrease of \$23 million from fiscal year 2017-2018. This change reflects a combination of routine depreciation, retirements and additions to capital assets. Capital assets net of depreciation decreased by \$15 million in governmental activities and by \$8 million in business-type activities.

Long-Term Debt (Note II.G. pages 75-93)

OUTSTANDING DEBT NET OF DISCOUNTS/PREMIUMS
(\$THOUSANDS)

	GOVERNMENTAL ACTIVITIES		BUSINESS-TYPE ACTIVITIES		TOTAL	
	2019	2018	2019	2018	2019	2018
Lease revenue bonds	\$ 63,984	\$ 66,940			\$ 63,984	\$ 66,940
Revenue bonds			\$275,968	\$ 285,427	275,968	285,427
Capital leases	20,061	22,695	6,815	5,074	26,876	27,769
Certificates of participation	21,460	22,180	-	-	21,460	22,180
TOTALS	\$ 105,505	\$111,815	\$282,783	\$ 290,501	\$388,288	\$402,316

Governmental activities outstanding debt decreased by \$6 million as a result of principal payments made during the fiscal year. Business type-activities outstanding debt decreased by \$8 million due to principal payments made during the fiscal year, partially offset by increased unamortized premiums associated with the issuance of the water and wastewater revenue refunding bonds in November 2018.

As described in the long-term debt footnote, the City refunded variable rate debt in its water and wastewater funds to reduce variable rate debt risk relating to letter of credit renewal and fees and swap termination charges and to reduce debt service payments.

Lease revenue bonds are secured by the General Fund rather than pledged revenues as in the case of the business-type activity revenue bonds.

The City's bonds are rated by Standard & Poor's Global Ratings. Currently the issuer credit rating on the City is "A" with a positive outlook. The City's debt is rated "A-" for lease revenue bonds, "A" for water revenue bonds and "A-" for wastewater revenue bonds.

ECONOMIC AND LEGAL FACTORS

The two main sources of General Fund revenue -- property tax and sales tax -- continue to show steady growth even as the national and State economic expansion matures. On the expenditure side, annual increases in labor costs, particularly for pensions, continue to outstrip revenue growth in most funds, although, as noted on page 15 above, the City benefits substantially from a public safety pension tax override, which lessens -- but by no means eliminates -- the fiscal burden on the General Fund imposed by rising pension costs.

In fiscal 2017-2018, a court ruled against the City in its suit to declare invalid a 2016 voter initiative to roll back wastewater rates. The City has appealed that judgment. A citizen lawsuit seeks to direct how the City would manage refunds to class action plaintiffs if the court decision on wastewater rates is not reversed.

Another citizen lawsuit challenges the reimbursement transferred to governmental funds by the City's business-type funds (the Infrastructure Use Fee). Refer to footnote V.B. on page 121 for details on the City's litigation risk.

Subsequent to the rate rollback litigation the City Council approved wastewater rates so that the City can meet its bond covenant obligations while maintaining funding for operations and limited capital asset investment financed by cash and debt.

As noted in prior reports, strengthening administrative systems remains a top strategic priority for the City Council, and the City Council has continued to support this effort with staffing and funding. Implementation of a new enterprise resource planning (ERP) software system is expected to begin next year.

CONTACTING THE CITY'S FINANCIAL MANAGEMENT

This financial report is designed to provide residents, taxpayers, customers, employees and investors with a general overview of the City's finances and to show the City's accountability for the money it receives. If you have questions about this report, contact the Finance Department at City of Oxnard at 300 W. 3rd Street, Oxnard, CA 93030, or call (805) 385-7475.

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BASIC FINANCIAL STATEMENTS

CITY OF OXNARD, CALIFORNIA
STATEMENT OF NET POSITION
 JUNE 30, 2019

	Governmental Activities	Business-type Activities	Total
ASSETS			
Current Assets			
Cash and investments	\$ 140,606,649	\$ 121,624,794	\$ 262,231,443
Accounts and other receivables (net of allowance for doubtful accounts)	10,898,137	24,999,804	35,897,941
Internal balances	2,258,921	(2,258,921)	-
Due from other governments	11,511,322	-	11,511,322
Due from Successor Agency	339,325	-	339,325
Other assets	746,742	558,258	1,305,000
Noncurrent Assets			
Properties held for resale	570,000	-	570,000
Notes receivable (net of allowance for doubtful accounts)	50,050,387	2,938,000	52,988,387
Restricted: Investments with fiscal agents	18,979,523	13,349,707	32,329,230
Capital assets not being depreciated	1,428,745,320	32,503,970	1,461,249,290
Capital assets, net of accumulated depreciation	636,868,172	472,395,513	1,109,263,685
Total Assets	2,301,574,498	666,111,125	2,967,685,623
DEFERRED OUTFLOW OF RESOURCES			
Deferred amount on refunding	39,919	2,142,991	2,182,910
Deferred outflow on pension plans	55,500,993	10,009,424	65,510,417
Deferred outflow on other post-employment benefit plans (OPEB)	751,271	258,781	1,010,052
Total Deferred Outflow of Resources	56,292,183	12,411,196	68,703,379
LIABILITIES			
Current Liabilities			
Accounts payable	12,411,433	9,767,644	22,179,077
Compensated absences payable - current	10,696,417	1,561,500	12,257,917
Self insurance claims - current	11,724,532	-	11,724,532
Unearned revenues	3,867,531	-	3,867,531
Other liabilities	13,571,702	3,556,929	17,128,631
Notes payable - current	20,000	-	20,000
Capital leases and revenue bonds - current	5,858,447	10,459,774	16,318,221
Early retirement incentive plan payable - current	148,010	-	148,010
Noncurrent Liabilities			
Compensated absences payable	5,530,034	1,020,015	6,550,049
Other post-employment benefits payable	27,342,901	8,537,862	35,880,763
Net pension liabilities	240,110,301	45,641,564	285,751,865
Self-insurance claims	19,987,771	-	19,987,771
Other liabilities	-	361,217	361,217
Notes payable	15,305	-	15,305
Capital leases and revenue bonds, net of premiums and discount	99,646,518	272,323,507	371,970,025
Total Liabilities	450,930,902	353,230,012	804,160,914
DEFERRED INFLOW OF RESOURCES			
Deferred inflow on loans	147,554	-	147,554
Deferred inflow on pension plans	19,862,847	3,034,579	22,897,426
Deferred inflow on other post-employment benefit plans (OPEB)	1,562,192	538,032	2,100,224
Gain on refunding	741,545	-	741,545
Total Deferred Inflow of Resources	22,314,138	3,572,611	25,886,749
NET POSITION			
Net investment in capital assets	1,993,824,011	224,259,193	2,218,083,204
Restricted for:			
Debt service	1,937,386	18,606,776	20,544,162
Culture and leisure	125,065	-	125,065
Housing	1,692,342	173,941	1,866,283
Infrastructure developments	40,968,827	35,502,906	76,471,733
Maintenance districts	16,163,027	-	16,163,027
Public safety	2,566,199	-	2,566,199
Streets and traffic improvements/maintenance	28,614,223	-	28,614,223
Transportation systems	1,927,123	-	1,927,123
Grants	435,452	-	435,452
Unrestricted	(203,632,014)	43,176,882	(160,455,132)
TOTAL NET POSITION	\$ 1,884,621,641	\$ 321,719,698	\$ 2,206,341,339

The accompanying notes are an integral part of the financial statements.

CITY OF OXNARD, CALIFORNIA
STATEMENT OF ACTIVITIES
 FOR THE YEAR ENDED JUNE 30, 2019

Functions/Programs	Expenses	Program Revenues		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions
PRIMARY GOVERNMENT				
Governmental Activities				
General government	\$ 47,292,219	\$ 18,177,999	\$ 6,720,190	\$ -
Public safety	110,217,029	8,637,284	305,080	-
Transportation systems	11,366,628	2,008,345	-	9,838,626
Community development	21,205,257	12,898,111	3,083,789	-
Culture and leisure	33,792,321	13,649,286	4,580,068	-
Libraries	3,251,464	304,522	-	-
Interest on long-term debt	4,451,689	-	-	-
Total Governmental Activities	231,576,607	55,675,547	14,689,127	9,838,626
Business-Type Activities				
Water	55,883,239	59,825,449	-	-
Wastewater	31,783,839	45,098,831	-	-
Environmental resource	46,314,446	47,534,591	-	-
Oxnard Housing Authority	27,634,063	5,976,701	21,866,012	-
Total Business-Type Activities	161,615,587	158,435,572	21,866,012	-
TOTAL PRIMARY GOVERNMENT	\$ 393,192,194	\$ 214,111,119	\$ 36,555,139	\$ 9,838,626

GENERAL REVENUES

Taxes

Property tax

Sales tax

Transient occupancy tax

Franchise tax

Deed transfer tax

Business license tax

Penalties and interest

Interest on investments

Loss from disposal of assets

CONTRIBUTED CAPITAL**TRANSFERS**

**Total General Revenues, Contributed Capital, and
Transfers**

CHANGE IN NET POSITION

NET POSITION - JULY 1

PRIOR-PERIOD ADJUSTMENT

NET POSITION - JULY 1, AS RESTATED

NET POSITION - JUNE 30

The accompanying notes are an integral part of the financial statements.

Net (Expenses) Revenues and Changes in Net Position			
Primary Government			
Governmental Activities	Business-type Activities	Total	Functions/Programs
PRIMARY GOVERNMENT			
Governmental Activities			
\$ (22,394,030)	\$ -	\$ (22,394,030)	General government
(101,274,665)	-	(101,274,665)	Public safety
480,343	-	480,343	Transportation systems
(5,223,357)	-	(5,223,357)	Community development
(15,562,967)	-	(15,562,967)	Culture and leisure
(2,946,942)	-	(2,946,942)	Libraries
(4,451,689)	-	(4,451,689)	Interest on long-term debt
<u>(151,373,307)</u>	<u>-</u>	<u>(151,373,307)</u>	Total Governmental Activities
Business-Type Activities			
-	3,942,210	3,942,210	Water
-	13,314,992	13,314,992	Wastewater
-	1,220,145	1,220,145	Environmental resource
-	208,650	208,650	Oxnard Housing Authority
<u>-</u>	<u>18,685,997</u>	<u>18,685,997</u>	Total Business-Type Activities
<u>(151,373,307)</u>	<u>18,685,997</u>	<u>(132,687,310)</u>	TOTAL PRIMARY GOVERNMENT
GENERAL REVENUES			
Taxes			
70,227,546	-	70,227,546	Property tax
48,518,650	-	48,518,650	Sales tax
5,557,470	-	5,557,470	Transient occupancy tax
3,887,252	-	3,887,252	Franchise tax
692,685	-	692,685	Deed transfer tax
6,167,475	-	6,167,475	Business license tax
361,488	-	361,488	Penalties and interest
5,771,878	7,612,740	13,384,618	Interest on investments
(69,964)	(417,291)	(487,255)	Loss from disposal of assets
789,392	(221,058)	568,334	
<u>243,045</u>	<u>(243,045)</u>	<u>-</u>	CONTRIBUTED CAPITAL
<u>142,146,917</u>	<u>6,731,346</u>	<u>148,878,263</u>	TRANSFERS
(9,226,390)	25,417,343	16,190,953	Total General Revenues, Contributed Capital, and Transfers
CHANGE IN NET POSITION			
1,893,830,483	293,792,671	2,187,623,154	NET POSITION - JULY 1
17,548	2,509,684	2,527,232	PRIOR-PERIOD ADJUSTMENT
1,893,848,031	296,302,355	2,190,150,386	NET POSITION - JULY 1, AS RESTATED
<u>\$ 1,884,621,641</u>	<u>\$ 321,719,698</u>	<u>\$ 2,206,341,339</u>	NET POSITION - JUNE 30

CITY OF OXNARD, CALIFORNIA
BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2019

	GENERAL	AFFORDABLE HOUSING	DEVELOPMENT FEES FUND	NONMAJOR	TOTAL GOVERNMENT
ASSETS					
Cash and investments	\$ 42,276,708	\$ 1,702,550	\$ 41,581,190	\$ 41,480,200	\$ 127,040,648
Restricted investments with fiscal agents	-	-	-	18,979,523	18,979,523
Accounts and other receivables	3,241,621	1,800	39,818	6,137,916	9,421,155
Due from other funds	5,921,153	-	-	-	5,921,153
Due from other government	10,640,180	-	-	871,142	11,511,322
Due from Successor Agency	297,915	-	18,500	22,910	339,325
Other assets	377,045	-	-	-	377,045
Notes receivable	-	32,451,998	8,295,102	9,303,287	50,050,387
Total Assets	\$ 62,754,622	\$ 34,156,348	\$ 49,934,610	\$ 76,794,978	\$ 223,640,558
LIABILITIES AND DEFERRED INFLOWS OF RESOURCES					
LIABILITIES					
Accounts payable	\$ 6,080,193	\$ 744	\$ 417,361	\$ 4,593,970	\$ 11,092,268
Other liabilities	11,322,272	8,263	253,320	866,873	12,450,728
Due to other funds	2,113,680	-	-	3,272,027	5,385,707
Advances from other funds	856,237	-	-	-	856,237
Unearned revenues	140,812	-	-	3,726,719	3,867,531
Total Liabilities	20,513,194	9,007	670,681	12,459,589	33,652,471
DEFERRED INFLOW OF RESOURCES					
Deferred inflow on receivables and loans	6,950	32,451,998	8,295,102	9,303,287	50,057,337
Total Liabilities and Deferred Inflows of Resources	\$ 20,520,144	\$ 32,461,005	\$ 8,965,783	\$ 21,762,876	\$ 83,709,808
FUND BALANCES					
Restricted for:					
Debt service	\$ -	\$ -	\$ -	\$ 1,937,386	\$ 1,937,386
Transportation systems	-	-	-	1,927,123	1,927,123
Maintenance districts	-	-	-	16,163,027	16,163,027
Streets and traffic improvements/maintenance	10,402,918	-	-	18,211,305	28,614,223
Infrastructure developments	-	-	40,968,827	-	40,968,827
Housing	-	1,695,343	-	(3,001)	1,692,342
Culture and leisure	125,065	-	-	-	125,065
Public safety	-	-	-	2,566,199	2,566,199
Grants	-	-	-	435,452	435,452
Committed to:					
Measure "O" eligible services	22,560,234	-	-	-	22,560,234
Assigned to:					
Capital projects	-	-	-	13,794,611	13,794,611
Other purposes	282,831	-	-	-	282,831
Unassigned	8,863,430	-	-	-	8,863,430
Total Fund Balances	42,234,478	1,695,343	40,968,827	55,032,102	139,930,750
TOTAL LIABILITIES AND FUND BALANCES	\$ 62,754,622	\$ 34,156,348	\$ 49,934,610	\$ 76,794,978	\$ 223,640,558

The accompanying notes are an integral part of the financial statements.

CITY OF OXNARD, CALIFORNIA
RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
JUNE 30, 2019

Fund balances of governmental funds		\$ 139,930,750
Amounts reported for governmental activities in the Statement of Net Position are different because:		
Accounts receivable and other assets are not reported in the funds.		1,557,081
Land held for resale are not reported in the funds.		570,000
Capital assets of \$2,381,922,134 net of accumulated depreciation (\$319,307,597) are not financial resources and, therefore, are not reported in the funds.		2,062,614,537
Deferred outflows for the following are not reported in the governmental funds:		
Deferred loss on refunding	\$ 39,919	
Deferred gain on refunding	(741,545)	
Deferred outflow on pension and OPEB plans	<u>53,240,281</u>	52,538,655
Accrued interest payable for the current portion of interest due on long-term liabilities has not been reported in the governmental funds.		(645,096)
Notes receivable in the governmental funds are deferred because they are not available within the prescribed time period after year-end. However, the notes receivable are included on the accrual basis of accounting used in the government-wide financial statements.		49,909,783
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the funds:		
Compensated absences	(15,279,664)	
Notes payable	(35,305)	
Other post-employment liability	(24,614,820)	
Early retirement incentive plan payable	(148,010)	
Net pension liabilities	(225,025,837)	
Capital leases and bonds payable, net of issuance discounts, issuance premium and prepaid insurance	<u>(105,504,965)</u>	(370,608,601)
Deferred inflows for pension and OPEB plans are not reported in the governmental funds		
Deferred inflow on pension and OPEB plans	<u>(19,688,714)</u>	(19,688,714)
Internal service funds are used by management to charge the costs of certain activities, such as insurance, information services, facilities, and equipment maintenance. The assets and liabilities of the internal service funds are included in the government activities in the statement of net position. Amounts are net of internal payable representing charges in excess of cost to business-type activities.		<u>(31,556,754)</u>
NET POSITION OF GOVERNMENTAL ACTIVITIES		<u>\$ 1,884,621,641</u>

The accompanying notes are an integral part of the financial statements.

CITY OF OXNARD
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
 FOR THE YEAR ENDED JUNE 30, 2019

	GENERAL	AFFORDABLE HOUSING	DEVELOPMENT FEES FUND	NONMAJOR	TOTAL GOVERNMENTAL
REVENUES					
Taxes	\$ 120,903,292	\$ -	\$ -	\$ 14,147,786	\$ 135,051,078
Licenses and permits	3,007,750	-	1,050,222	-	4,057,972
Intergovernmental	2,259,907	-	4,344	22,263,502	24,527,753
Growth and development fees	-	-	6,310,510	-	6,310,510
Charges for services	20,895,034	-	-	407,878	21,302,912
Fines and forfeitures	2,368,800	-	31,500	293,105	2,693,405
Interest on investments	1,847,513	74,785	1,443,562	1,928,116	5,293,976
Special assessments	528,790	-	-	8,614,081	9,142,871
Miscellaneous	7,664,832	7,556	2,814,244	495,756	10,982,388
Total Revenues	<u>159,475,918</u>	<u>82,341</u>	<u>11,654,382</u>	<u>48,150,224</u>	<u>219,362,865</u>
EXPENDITURES					
Current					
General government	17,251,171	-	301,349	14,144	17,566,664
Public safety	86,529,178	-	809,614	16,166,246	103,505,038
Transportation	5,519,634	-	13,121	5,275,459	10,808,214
Community development	11,385,339	70,563	422,535	7,523,825	19,402,262
Culture and leisure	19,968,684	-	30,712	9,499,743	29,499,139
Library services	3,196,990	-	-	-	3,196,990
Capital Outlay	5,417,773	-	682,880	10,177,258	16,277,911
Debt Service					
Principal	745,000	-	-	5,376,274	6,121,274
Interest and fiscal charges	574,539	-	-	4,383,110	4,957,649
Total Expenditures	<u>150,588,308</u>	<u>70,563</u>	<u>2,260,211</u>	<u>58,416,059</u>	<u>211,335,141</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	8,887,610	11,778	9,394,171	(10,265,835)	8,027,724
OTHER FINANCING SOURCES (USES)					
Transfers in	4,240,137	-	-	8,130,489	12,370,626
Transfers out	(11,355,702)	-	(671,144)	(69,738)	(12,096,584)
Total Other Financing Sources (Uses)	<u>(7,115,565)</u>	<u>-</u>	<u>(671,144)</u>	<u>8,060,751</u>	<u>274,042</u>
NET CHANGE IN FUND BALANCES	<u>1,772,045</u>	<u>11,778</u>	<u>8,723,027</u>	<u>(2,205,084)</u>	<u>8,301,766</u>
FUND BALANCES, JULY 1	40,462,433	1,683,565	32,245,800	57,219,638	131,611,436
PRIOR-PERIOD ADJUSTMENT	-	-	-	17,548	17,548
FUND BALANCES, JULY 1, AS RESTATE	<u>40,462,433</u>	<u>1,683,565</u>	<u>32,245,800</u>	<u>57,237,186</u>	<u>131,628,984</u>
FUND BALANCES, JUNE 30	<u>\$ 42,234,478</u>	<u>\$ 1,695,343</u>	<u>\$ 40,968,827</u>	<u>\$ 55,032,102</u>	<u>\$ 139,930,750</u>

The accompanying notes are an integral part of the financial statements.

CITY OF OXNARD, CALIFORNIA
**RECONCILIATION OF THE CHANGE IN FUND BALANCES OF THE
 GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES**
 FOR THE YEAR ENDED JUNE 30, 2019

Amounts reported for governmental activities in the statement of activities are different because:

Net Change in Fund Balances - Total Governmental Funds	\$ 8,301,766
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which depreciation expense (\$24,117,991) exceeded capital outlay (\$8,807,244), that was capitalized in the current period.	(15,310,747)
In the current year, construction in progress was transferred to business-type activities.	789,392
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.	1,345,496
In the statement of activities, the loss on disposal of assets is reported whereas in the governmental funds, the proceeds from the sale increase financial resources. The change in net position differs from the change in fund balance by the cost of the assets disposed net of accumulated depreciation.	(69,964)
Some expenses reported in the statement of activities do not require the use of financial resources and are not reported as expenditures in governmental funds. These include the decrease in accrued interest, increase in self insurance, net increase in compensated absences, net increase in other post-employment benefits payable, net decrease in net pension liabilities, and increase in premium on bonds	(7,586,936)
The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the net effect of premiums, discounts, and similar items when debt is first issued; whereas, these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items.	
Total principal repayments net of bond (discount)/premium.	6,627,234
Net income of internal service funds is reported with governmental activities.	<u>(3,322,631)</u>
CHANGE IN NET POSITION OF GOVERNMENTAL ACTIVITIES	<u>\$ (9,226,390)</u>

The accompanying notes are an integral part of the financial statements.

CITY OF OXNARD, CALIFORNIA
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
JUNE 30, 2019

	WATER	WASTEWATER	ENVIRONMENTAL RESOURCE
ASSETS			
Current Assets			
Cash and investments	\$ 44,660,553	\$ 34,312,124	\$ 27,937,239
Restricted investments with fiscal agent	12,248,371	1,144	107,452
Accounts and other receivable (net of allowance for doubtful accounts)	7,705,127	8,496,005	7,103,639
Due from other funds	1,288,163	59,620	-
Other assets	173,183	302,663	-
Total Current Assets	<u>66,075,397</u>	<u>43,171,556</u>	<u>35,148,330</u>
Noncurrent Assets			
Notes receivable (net of allowance for doubtful accounts)	-	888,000	-
Advances to other funds	943,867	-	65,280
Total Noncurrent Assets	<u>943,867</u>	<u>888,000</u>	<u>65,280</u>
Capital Assets			
Land	1,960,229	2,310,476	3,851,164
Construction in progress	9,048,792	6,360,655	-
Buildings	62,300,998	117,398,124	23,246,557
Improvements	1,670,158	7,482,003	-
Machinery and equipment	55,407,080	39,264,816	19,634,501
Vehicles	-	-	-
Infrastructure	207,509,742	201,270,904	2,839,837
Less: Accumulated depreciation	(99,079,707)	(145,983,386)	(25,710,531)
Total Capital Assets (net of accumulated depreciation)	<u>238,817,292</u>	<u>228,103,592</u>	<u>23,861,528</u>
Total Assets	<u>305,836,556</u>	<u>272,163,148</u>	<u>59,075,138</u>
DEFERRED OUTFLOW OF RESOURCES			
Deferred amount on refunding	1,580,642	562,349	-
Deferred outflow on pension plans	1,850,214	2,314,332	4,252,201
Deferred outflow on other post-employment benefit plans (OPEB)	39,812	54,557	114,276
Total Deferred Outflow of Resources	<u>3,470,668</u>	<u>2,931,238</u>	<u>4,366,477</u>
LIABILITIES			
Current Liabilities			
Accounts payable	3,105,345	3,798,509	2,587,274
Compensated absences payable - current	382,500	455,000	687,500
Self-insurance claims - current	-	-	-
Other liabilities	1,396,448	755,091	713,487
Due to other funds	59,620	-	1,159,646
Capital leases and revenue bonds - current	4,726,028	4,661,098	447,938
Total Current Liabilities	<u>9,669,941</u>	<u>9,669,698</u>	<u>5,595,845</u>
Noncurrent Liabilities			
Compensated absences payable	86,781	77,940	388,240
Other post-employment benefits payable	1,247,854	1,978,496	3,538,501
Net pension liabilities	8,379,643	12,216,745	16,320,269
Self-insurance claims	-	-	-
Other liabilities	75,926	79,938	-
Advances from other funds	-	-	-
Capital leases and revenue bonds, net of current portion and discount/premium	163,311,462	103,294,538	4,117,507
Total Noncurrent Liabilities	<u>173,101,666</u>	<u>117,647,657</u>	<u>24,364,517</u>
Total Liabilities	<u>182,771,607</u>	<u>127,317,355</u>	<u>29,960,362</u>

OXNARD HOUSING AUTHORITY	TOTAL CURRENT YEAR	GOVERNMENTAL ACTIVITIES - INTERNAL SERVICE FUNDS	
ASSETS			
Current Assets			
\$ 14,714,878	\$ 121,624,794	\$ 13,566,001	Cash and investments
992,740	13,349,707	-	Restricted investments with fiscal agent
			Accounts and other receivable (net of allowance for
1,695,033	24,999,804	131,486	doubtful accounts)
-	1,347,783	-	Due from other funds
82,412	558,258	158,112	Other assets
<u>17,485,063</u>	<u>161,880,346</u>	<u>13,855,599</u>	Total Current Assets
Noncurrent Assets			
2,050,000	2,938,000	-	Notes receivable (net of allowance for doubtful accounts)
-	1,009,147	955,886	Advances to other funds
<u>2,050,000</u>	<u>3,947,147</u>	<u>955,886</u>	Total Noncurrent Assets
Capital Assets			
8,920,208	17,042,077	-	Land
52,446	15,461,893	151,731	Construction in progress
42,244,397	245,190,076	447,410	Buildings
-	9,152,161	-	Improvements
1,892,594	116,198,991	5,507,818	Machinery and equipment
-	-	4,378,786	Vehicles
-	411,620,483	-	Infrastructure
(38,992,574)	(309,766,198)	(7,486,790)	Less: Accumulated depreciation
<u>14,117,071</u>	<u>504,899,483</u>	<u>2,998,955</u>	Total Capital Assets (net of accumulated depreciation)
<u>33,652,134</u>	<u>670,726,976</u>	<u>17,810,440</u>	Total Assets
DEFERRED OUTFLOW OF RESOURCES			
-	2,142,991	-	Deferred amount on refunding
1,592,677	10,009,424	2,933,096	Deferred outflow on pension plans
50,136	258,781	78,887	Deferred outflow on other post-employment benefit plans (OPEB)
<u>1,642,813</u>	<u>12,411,196</u>	<u>3,011,983</u>	Total Deferred Outflow of Resources
LIABILITIES			
Current Liabilities			
276,516	9,767,644	1,319,165	Accounts payable
36,500	1,561,500	645,500	Compensated absences payable - current
-	-	11,724,532	Self-insurance claims - current
691,903	3,556,929	475,878	Other liabilities
-	1,219,266	816,873	Due to other funds
624,710	10,459,774	-	Capital leases and revenue bonds - current
<u>1,629,629</u>	<u>26,565,113</u>	<u>14,981,948</u>	Total Current Liabilities
Noncurrent Liabilities			
467,054	1,020,015	301,287	Compensated absences payable
1,773,011	8,537,862	2,728,081	Other post-employment benefits payable
8,724,907	45,641,564	15,084,464	Net pension liabilities
-	-	19,987,771	Self-insurance claims
205,353	361,217	-	Other liabilities
955,886	955,886	-	Advances from other funds
			Capital leases and revenue bonds, net of current portion
<u>1,600,000</u>	<u>272,323,507</u>	<u>-</u>	and discount/premium
<u>13,726,211</u>	<u>328,840,051</u>	<u>38,101,603</u>	Total Noncurrent Liabilities
<u>15,355,840</u>	<u>355,405,164</u>	<u>53,083,551</u>	Total Liabilities

STATEMENT OF NET POSITION (Continued)

PROPRIETARY FUNDS

	WATER	WASTEWATER	ENVIRONMENTAL RESOURCE
DEFERRED INFLOW OF RESOURCES			
Deferred inflow on pension plans	\$ 592,142	\$ 799,806	\$ 1,000,518
Deferred inflow on other post-employment benefit plans (OPEB)	82,785	113,447	237,625
Total Deferred Inflow of Resources	<u>674,927</u>	<u>913,253</u>	<u>1,238,143</u>
NET POSITION			
Net investment in capital assets	72,360,444	120,710,305	19,296,083
Restricted for housing assistance payments	-	-	-
Restricted for infrastructure development	23,972,439	9,925,563	1,604,904
Restricted for debt service	12,821,033	26,017	5,107,452
Assigned for fleet equipment replacement	-	-	-
Unrestricted	16,706,774	16,201,893	6,234,671
TOTAL NET POSITION	<u>\$ 125,860,690</u>	<u>\$ 146,863,778</u>	<u>\$ 32,243,110</u>

Adjustment to reflect the consolidation of internal service fund activities related to enterprise funds

NET POSITION OF BUSINESS-TYPE ACTIVITIES

The accompanying notes are an integral part of the financial statements.

OXNARD HOUSING AUTHORITY	TOTAL CURRENT YEAR	GOVERNMENTAL ACTIVITIES - INTERNAL SERVICE FUNDS	
			DEFERRED INFLOW OF RESOURCES
\$ 642,113	\$ 3,034,579	\$ 1,572,288	Deferred inflow on pension plans
104,175	538,032	164,037	Deferred inflow on other post-employment benefit plans (OPEB)
<u>746,288</u>	<u>3,572,611</u>	<u>1,736,325</u>	Total Deferred Inflow of Resources
			NET POSITION
11,892,361	224,259,193	2,998,955	Net investment in capital assets
173,941	173,941	-	Restricted for housing assistance payments
-	35,502,906	-	Restricted for infrastructure development
652,274	18,606,776	-	Restricted for debt service
-	-	1,020,221	Assigned for fleet equipment replacement
6,474,243	45,617,581	(36,996,408)	Unrestricted
<u>\$ 19,192,819</u>	<u>324,160,397</u>	<u>\$ (33,997,453)</u>	TOTAL NET POSITION
	(2,440,699)		Adjustment to reflect the consolidation of internal service fund activities related to enterprise funds
	<u>\$ 321,719,698</u>		NET POSITION OF BUSINESS-TYPE ACTIVITIES

CITY OF OXNARD, CALIFORNIA
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
PROPRIETARY FUNDS
 FOR THE YEAR ENDED JUNE 30, 2019

	WATER	WASTEWATER	ENVIRONMENTAL RESOURCE
OPERATING REVENUES			
Charges for services	\$ 58,274,412	\$ 42,137,294	\$ 46,873,839
Connection fees	109,491	2,610,601	-
Rental income	-	-	-
Grant revenue for operations	-	-	-
Miscellaneous and reimbursements	1,441,546	350,936	660,752
Total Operating Revenues	59,825,449	45,098,831	47,534,591
OPERATING EXPENSES			
Salaries and wages	5,518,361	6,328,269	15,129,758
Contractual services	2,651,816	1,443,877	3,328,996
Housing assistance payments	-	-	-
Operating supplies	23,031,630	2,186,967	7,590,036
Utilities	1,240,943	3,677,888	8,692,191
Depreciation and amortization	7,257,467	7,781,252	1,337,860
General and administrative	5,310,078	3,987,794	4,713,574
Repairs and maintenance	1,831,368	165,886	4,344,241
Claims expenses	-	-	-
Total Operating Expenses	46,841,663	25,571,933	45,136,656
OPERATING INCOME (LOSS)	12,983,786	19,526,898	2,397,935
NONOPERATING REVENUES (EXPENSES)			
Grant revenue - noncapital	-	-	-
Insurance proceeds, net	-	-	-
Fraud recovery	-	-	-
Loss on disposition of capital assets	(412,759)	(4,532)	-
Interest on investments	4,847,879	1,213,642	1,061,069
Interest expense	(8,729,313)	(5,803,785)	(125,075)
Cost of issuance	-	(308,104)	-
Net Nonoperating Revenues (Expenses)	(4,294,193)	(4,902,779)	935,994
INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS	8,689,593	14,624,119	3,333,929
CAPITAL CONTRIBUTIONS	(789,392)	-	-
TRANSFERS IN	-	12,070,281	-
TRANSFERS OUT	(28,064)	(12,010,861)	(274,401)
CHANGES IN NET POSITION	7,872,137	14,683,539	3,059,528
NET POSITION, JULY 1	117,988,553	132,180,239	29,183,582
PRIOR-PERIOD ADJUSTMENT	-	-	-
NET POSITION, JULY 1, AS RESTATED	117,988,553	132,180,239	29,183,582
NET POSITION, JUNE 30	\$ 125,860,690	\$ 146,863,778	\$ 32,243,110

Adjustment to reflect the consolidation of internal service fund
 activities related to enterprise funds

CHANGES IN NET POSITION OF BUSINESS-TYPE ACTIVITIES

The accompanying notes are an integral part of the financial statements.

OXNARD HOUSING AUTHORITY	TOTAL CURRENT YEAR	GOVERNMENTAL ACTIVITIES - INTERNAL SERVICE FUND
\$ -	\$ 147,285,545	\$ 29,227,495
-	2,720,092	-
4,682,680	4,682,680	-
21,794,012	21,794,012	-
800,174	3,253,408	201,481
27,276,866	179,735,737	29,428,976

-	26,976,388	14,578,856
-	7,424,689	2,229,007
19,014,491	19,014,491	-
-	32,808,633	4,915,100
879,599	14,490,621	1,359,606
671,309	17,047,888	524,427
6,954,319	20,965,765	4,217,985
-	6,341,495	1,060,002
-	-	5,778,524
27,519,718	145,069,970	34,663,507
(242,852)	34,665,767	(5,234,531)

72,000	72,000	-
412,599	412,599	-
81,248	81,248	-
-	(417,291)	-
490,150	7,612,740	477,902
(114,345)	(14,772,518)	-
-	(308,104)	-
941,652	(7,319,326)	477,902

698,800	27,346,441	(4,756,629)
568,334	(221,058)	-
-	12,070,281	-
-	(12,313,326)	(30,997)
1,267,134	26,882,338	(4,787,626)

15,416,001		(29,209,827)
2,509,684		-
17,925,685		(29,209,827)
\$ 19,192,819		\$ (33,997,453)

(1,464,995)
\$ 25,417,343

OPERATING REVENUES

Charges for services
Connection fees
Rental income
Grant revenue for operations
Miscellaneous and reimbursements

Total Operating Revenues**OPERATING EXPENSES**

Salaries and wages
Contractual services
Housing assistance payments
Operating supplies
Utilities
Depreciation and amortization
General and administrative
Repairs and maintenance
Claims expenses

Total Operating Expenses**OPERATING INCOME (LOSS)****NONOPERATING REVENUES (EXPENSES)**

Grant revenue - noncapital
Insurance proceeds, net
Fraud recovery
Loss on disposition of capital assets
Interest on investments
Interest expense
Cost of issuance

Net Nonoperating Revenues (Expenses)**INCOME (LOSS) BEFORE CONTRIBUTIONS****AND TRANSFERS****CAPITAL CONTRIBUTIONS****TRANSFERS IN****TRANSFERS OUT****CHANGES IN NET POSITION****NET POSITION, JULY 1****PRIOR-PERIOD ADJUSTMENT****NET POSITION, JULY 1, AS RESTATED****NET POSITION, JUNE 30**

Adjustment to reflect the consolidation of internal
service fund activities related to enterprise funds

CHANGES IN NET POSITION OF BUSINESS-TYPE ACTIVITIES

CITY OF OXNARD, CALIFORNIA
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE YEAR ENDED JUNE 30, 2019

	WATER	WASTEWATER	ENVIRONMENTAL RESOURCE
CASH FLOWS FROM OPERATING ACTIVITIES			
Receipts from customers and users	\$ 60,661,780	\$ 43,042,626	\$ 48,308,392
Payments to suppliers	(34,356,004)	(9,841,394)	(27,636,003)
Payments to employees	(5,501,084)	(6,638,757)	(13,976,937)
Payments for housing assistance	-	-	-
Receipts from operating grants	-	-	-
Cash paid to claimants	-	-	-
Net Cash Provided By (Used In) Operating Activities	<u>20,804,692</u>	<u>26,562,475</u>	<u>6,695,452</u>
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES			
Collection/(issuance) of advances	1,465,024	(15,563)	(1,105,367)
Principal paid on long-term debt	-	-	-
Interest and other fees paid	-	-	-
Notes receivable collected	-	44,400	-
Cash received from noncapital grants	-	-	-
Transfers in	-	12,070,281	-
Transfers out	(28,064)	(12,010,861)	(274,401)
Net Cash Provided By (Used In) Noncapital Financing Activities	<u>1,436,960</u>	<u>88,257</u>	<u>(1,379,768)</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES			
Purchases of capital assets	(230,841)	(6,254,041)	(5,043,341)
Interest and issuance cost paid on long-term debt	(5,510,359)	(5,000,604)	(209,171)
Principal paid on long-term debt	(3,457,368)	(4,482,676)	(434,555)
Long-term debt defeased	(45,095,000)	(24,060,000)	-
Proceeds from refunding of long-term debt	40,370,000	24,550,000	-
Received from capital grants	-	-	-
Net Cash Provided By (Used In) Capital and Related Financing Activities	<u>(13,016,328)</u>	<u>(15,244,858)</u>	<u>(5,687,067)</u>
CASH FLOWS FROM INVESTING ACTIVITIES			
Interest on investments	4,847,879	1,213,642	1,061,069
Net Cash Provided By (Used In) Investing Activities	<u>4,847,879</u>	<u>1,213,642</u>	<u>1,061,069</u>
NET INCREASE (DECREASE) IN CASH AND INVESTMENTS	14,073,203	12,619,516	689,686
CASH AND INVESTMENTS, JULY 1	<u>42,835,721</u>	<u>21,693,752</u>	<u>27,355,005</u>
CASH AND INVESTMENTS, JUNE 30	<u>\$ 56,908,924</u>	<u>\$ 34,313,268</u>	<u>\$ 28,044,691</u>

The accompanying notes are an integral part of the financial statements.

OXNARD HOUSING AUTHORITY	TOTAL CURRENT YEAR	GOVERNMENTAL ACTIVITIES - INTERNAL SERVICE FUNDS	
CASH FLOWS FROM OPERATING ACTIVITIES			
\$ 5,895,343	\$ 157,908,141	\$ 29,364,678	Receipts from customers and users
(3,251,431)	(75,084,832)	(13,623,338)	Payments to suppliers
(4,259,909)	(30,376,687)	(13,951,861)	Payments to employees
(19,034,863)	(19,034,863)	-	Payments for housing assistance
21,734,333	21,734,333	-	Receipts from operating grants
-	-	(2,074,046)	Cash paid to claimants
<u>1,083,473</u>	<u>55,146,092</u>	<u>(284,567)</u>	Net Cash Provided By (Used In) Operating Activities
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES			
-	344,094	810,753	Collection/(issuance) of advances
(335,000)	(335,000)	-	Principal paid on long-term debt
(108,889)	(108,889)	-	Interest and other fees paid
-	44,400	-	Notes receivable collected
72,000	72,000	-	Cash received from noncapital grants
-	12,070,281	-	Transfers in
-	(12,313,326)	(30,997)	Transfers out
<u>(371,889)</u>	<u>(226,440)</u>	<u>779,756</u>	Net Cash Provided By (Used In) Noncapital Financing Activities
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES			
(277,978)	(11,806,201)	(345,588)	Purchases of capital assets
-	(10,720,134)	-	Interest and issuance cost paid on long-term debt
-	(8,374,599)	-	Principal paid on long-term debt
-	(69,155,000)	-	Long-term debt defeased
-	64,920,000	-	Proceeds from refunding of long-term debt
<u>568,334</u>	<u>568,334</u>	-	Received from capital grants
<u>290,356</u>	<u>(33,657,897)</u>	<u>(345,588)</u>	Net Cash Provided By (Used In) Capital and Related Financing Activities
CASH FLOWS FROM INVESTING ACTIVITIES			
<u>364,666</u>	<u>7,487,256</u>	<u>477,902</u>	Interest on investments
<u>364,666</u>	<u>7,487,256</u>	<u>477,902</u>	Net Cash Provided By (Used In) Investing Activities
NET INCREASE (DECREASE) IN CASH AND INVESTMENTS			
1,366,606	28,749,011	627,503	
<u>14,341,012</u>	<u>106,225,490</u>	<u>12,938,498</u>	CASH AND INVESTMENTS, JULY 1
<u>\$ 15,707,618</u>	<u>\$ 134,974,501</u>	<u>\$ 13,566,001</u>	CASH AND INVESTMENTS, JUNE 30

STATEMENT OF CASH FLOWS (Continued)

PROPRIETARY FUNDS

	<u>WATER</u>	<u>WASTEWATER</u>	<u>ENVIRONMENTAL RESOURCE</u>
RECONCILIATION OF OPERATING INCOME (LOSS)			
TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES			
OPERATING INCOME (LOSS)	\$ 12,983,786	\$ 19,526,898	\$ 2,397,935
Adjustments to Reconcile Operating Income (Loss)			
to Net Cash Provided By (Used In) Operating Activities			
Depreciation and amortization	7,257,467	7,781,252	1,337,860
Other revenue	-	-	-
Changes in Operating Assets and Liabilities			
(Increase) decrease in accounts receivable and			
due from other funds and governments	897,887	(2,056,205)	757,843
(Increase) decrease in other assets	(173,183)	(84,963)	-
Increase (decrease) in accounts payable and			
other liabilities	(151,037)	1,768,223	1,182,112
Increase (decrease) in compensated absences	(29,841)	44,810	119,230
Increase (decrease) in other post-employment benefits payable	15,338	(47,995)	52,965
Increase (decrease) in net pension liabilities	4,275	(369,545)	847,507
Increase (decrease) in self-insurance liabilities	-	-	-
Net Cash Provided By (Used In) Operating Activities	<u>\$ 20,804,692</u>	<u>\$ 26,562,475</u>	<u>\$ 6,695,452</u>
Noncash capital, financing and investing activities	<u>\$ (789,392)</u>	<u>\$ -</u>	<u>\$ -</u>

The accompanying notes are an integral part of the financial statements.

OXNARD HOUSING AUTHORITY	TOTAL CURRENT YEAR	GOVERNMENTAL ACTIVITIES - INTERNAL SERVICE FUNDS	
			RECONCILIATION OF OPERATING INCOME (LOSS)
			TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES
\$ (242,852)	\$ 34,665,767	\$ (5,234,531)	OPERATING INCOME (LOSS)
			Adjustments to Reconcile Operating Income (Loss)
			to Net Cash Provided By (Used In) Operating Activities
671,309	17,047,888	524,427	Depreciation and amortization
81,248	81,248		Other revenue
			Changes in Operating Assets and Liabilities
			(Increase) decrease in accounts receivable and
379,353	(21,122)	\$ (64,298)	due from other funds
(583)	(258,729)	(125,212)	(Increase) decrease in other assets
			Increase (decrease) in accounts payable and
93,960	2,893,258	379,551	other liabilities
36,586	170,785	(3,723)	Increase (decrease) in compensated absences
143,973	164,281	(16,081)	Increase (decrease) in other post-employment benefits payable
(79,521)	402,716	550,822	Increase (decrease) in net pension liabilities
-	-	3,704,478	Increase (decrease) in self-insurance liabilities
<u>\$ 1,083,473</u>	<u>\$ 55,146,092</u>	<u>\$ (284,567)</u>	Net Cash Provided By (Used In) Operating Activities
<u>\$ -</u>	<u>\$ (789,392)</u>	<u>\$ -</u>	Noncash capital, financing and investing activities

CITY OF OXNARD, CALIFORNIA
STATEMENT OF FIDUCIARY NET POSITION
 JUNE 30, 2019

	OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY PRIVATE PURPOSE TRUST FUND	RETIREMENT ENHANCEMENT DEFINED BENEFIT PENSION TRUST FUND	AGENCY FUND
ASSETS			
Cash and investments	\$ 9,435,973	\$ -	\$ 5,972,006
Investment with Fiscal Agents			
Certificates of deposit	3,029,216	-	2,653,345
Mutual funds	-	82,431,700	-
Total investment with fiscal agents	3,029,216	82,431,700	2,653,345
Accounts and other receivables	-	703,211	-
Due from other governments	-		61,857
Notes receivable, net of uncollectible	728,018	-	-
Properties held for resale	921,192	-	-
Buildings (net of depreciation)	364,437	-	-
Improvements other than building (net of depreciation)	13,148,117	-	-
Infrastructure (net of depreciation)	20,347,259	-	-
Total Assets	\$ 47,974,212	\$ 83,134,911	\$ 8,687,208
LIABILITIES			
Accounts payable	\$ 1,691,827	\$ -	\$ 8,687,208
Other liabilities	517,332	-	-
Due to City of Oxnard	339,324	-	-
LONG-TERM DEBT			
Due within one year	1,845,000	-	-
Due in more than one year	30,890,000	-	-
TOTAL LIABILITIES	35,283,483	-	\$ 8,687,208
NET POSITION			
Held in trust for Successor Agency	12,690,729		
Net position restricted for pension	-	83,134,911	
TOTAL NET POSITION	\$ 12,690,729	\$ 83,134,911	

The accompanying notes are an integral part of the financial statements.

CITY OF OXNARD, CALIFORNIA
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
 FOR THE YEAR ENDED JUNE 30, 2019

	OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY PRIVATE PURPOSE TRUST FUND	RETIREMENT ENHANCEMENT DEFINED BENEFIT PENSION TRUST FUND
ADDITIONS		
Taxes	\$ 3,609,245	\$ -
Contributions		
Employer	-	4,615,815
Plan members	-	1,984,293
Investment income	94,659	4,038,915
Investment expense	-	(82,389)
Net investment income	94,659	3,956,526
Miscellaneous income	19,200	-
Total Additions	<u>3,723,104</u>	<u>10,556,634</u>
DEDUCTIONS		
Administrative Costs		
Salaries and wages	106,738	-
Benefit distributions	-	5,229,911
Administrative costs	149,768	-
Professional services	197,227	-
Depreciation	1,312,606	-
Project improvements	3,716,557	-
Debt Service		
Interest and fiscal charges	1,561,893	-
Total Deductions	<u>7,044,789</u>	<u>5,229,911</u>
SPECIAL ITEMS		
Gain on disposal of assets	(254,532)	-
Total Special Items	<u>(254,532)</u>	<u>-</u>
CHANGE IN NET POSITION	<u>(3,067,153)</u>	<u>5,326,723</u>
NET POSITION - JULY 1, 2018	<u>15,757,882</u>	<u>77,808,188</u>
NET POSITION - JUNE 30, 2019	<u>\$ 12,690,729</u>	<u>\$ 83,134,911</u>

The accompanying notes are an integral part of the financial statements.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS
 FOR THE YEAR ENDED JUNE 30, 2019

I. Summary of Significant Accounting Policies

A. Reporting Entity

The City of Oxnard, California (City) was incorporated as a general law city on June 30, 1903 and operates under the council-manager form of government. The City is governed by an elected Mayor and six Council members. Other elected positions include the City Clerk and City Treasurer. The accompanying basic financial statements present the financial position and results of operations of the City (the primary government) and its component units. For financial reporting purposes, the City has included all funds, organizations, agencies, boards, commissions, and authorities, and has considered all potential component units for which the City is financially accountable, and other organizations for which the nature and significance of their relationship with the City are such that exclusion would cause the City's financial statements to be misleading or incomplete. The Governmental Accounting Standards Board has set forth criteria to be considered in determining financial accountability. These criteria include appointing a voting majority of an organization's governing body and (1) the ability of the City to impose its will on that organization; or (2) the potential for the organization to provide specific financial benefits to, or impose specific financial burdens on the City.

Blended Component Units

City of Oxnard Financing Authority. The Oxnard Financing Authority (Authority) is a separate government entity whose purpose is to assist with the financing or refinancing of certain public capital facilities within the City. The Authority has the power to purchase bonds issued by any local agency at public or negotiated sales and may sell such bonds to public or private purchasers at public or negotiated sales. The Authority is controlled by the City and has the same governing body as the City and the City has operational responsibility for the Authority. City staff perform all accounting and administrative functions of the Authority. The debt service of the Authority is included in the Debt Service Fund, Water Enterprise Fund, Wastewater Enterprise Fund, and Environmental Resources Enterprise Fund.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

I. Summary of Significant Accounting Policies (Continued)

A. Reporting Entity (Continued)

Blended Component Units (Continued)

Housing Authority of the City of Oxnard. The Housing Authority of the City of Oxnard (Housing Authority) was established in April 1945 by ordinance of the City Council. The Housing Authority is a public entity organized under the laws of California's Health and Safety Code for the purpose of providing safe, decent, and sanitary housing for qualified economically disadvantaged and elderly individuals in areas where a shortage of such housing exists. To accomplish this purpose, the Housing Authority entered into Annual Contributions Contracts with the U.S. Department of Housing and Urban Development (HUD) to operate assisted housing programs, such as Local Housing Authority Owned Housing, Section 8, and Modernization. The City Council and two tenant representatives serve as the governing board of the Housing Authority. The Housing Authority's governing body is substantively the same as the governing body of the City and the City has operational responsibility for the Housing Authority. The Housing Authority's operations have been included in the City's business-type activities in the accompanying Government-Wide Financial Statements. The Housing Authority prepares separate financial statements, which can be obtained from the Housing Authority's Financial Services Division at 435 S. D St., Oxnard, CA 93030.

B. Financial Statements Presentation

In accordance with Governmental Accounting Standards Board Statement No. 34, the City's basic financial statements consist of the following:

- Government-wide Financial Statements;
- Fund Financial Statements; and
- Notes to the Basic Financial Statements.

Government-Wide Financial Statements

The City's Government-Wide Financial Statements include a Statement of Net Position and a Statement of Activities. These statements present financial information for the City as a whole, while distinguishing between governmental and business-type activities. Fiduciary activities of the City are not included in these statements.

Most of the City's basic services are considered to be governmental activities, including general government, public safety, transportation, community development, culture and leisure, and library services. Property tax, sales tax, transient occupancy tax, franchise tax, business license tax, and user fees and charges financially support these activities.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

I. **Summary of Significant Accounting Policies (Continued)**
 B. **Financial Statements Presentation (Continued)**

Government-Wide Financial Statements (Continued)

The City's enterprise operations are classified as business-type activities. These operations consist of water, wastewater, environmental resources, and housing. These activities generally recover the cost of providing services from customer fees and charges.

Government-Wide Financial Statements are presented on an "economic resources" measurement focus and the accrual basis of accounting. Accordingly, all of the City's assets, deferred outflows of resources, liabilities, and deferred inflows of resources, including capital assets and long-term liabilities, are included in the accompanying Statement of Net Position. The Statement of Activities presents changes in net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned, while expenses are recognized in the period in which the liability is incurred. The types of transactions reported as program revenues for the City are reported in three categories: (1) charges for services; (2) operating grants and other contributions; and (3) capital grants and contributions.

The Statement of Activities demonstrates the degree to which expenses, both direct and indirect, of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Indirect expenses are allocated based on the City's cost allocation plan. Program revenues include (1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; and (2) operating and capital grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Certain eliminations have been made in regards to interfund activities, payables, and receivables. All internal balances in the Statement of Net Position have been eliminated, with the exception of those representing balances between the governmental activities and the business-type activities. In the Statement of Activities, net internal service fund transactions have been allocated back to the governmental and business-type activities generating the net income or loss. In the Statement of Net Position, internal service assets and liabilities have been combined with the governmental funds and presented as governmental activities.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

I. **Summary of Significant Accounting Policies (Continued)**
 B. **Financial Statements Presentation (Continued)**

Government-Wide Financial Statements (Continued)

A reconciliation of the difference between the Governmental Fund Financial Statements and the Government-Wide Financial Statements is provided as part of the Governmental Fund Financial Statements.

Fund Financial Statements

The accounts of the City are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, deferred outflows of resources, liabilities, deferred inflow of resources, fund equity, revenues, and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Governmental Fund Financial Statements

Governmental Fund Financial Statements include a Balance Sheet and Statement of Revenues, Expenditures and Changes in Fund Balances for the major governmental funds. Non-Major Governmental Funds are combined for presentation in Governmental Fund Statements. The following funds have been determined to be the City's major governmental funds:

- General Fund: This fund group is always a major fund and is used to account for all financial resources traditionally associated with government activities, which are not legally required to be accounted for in another fund.
- The Affordable Housing Fund was created due to the dissolution of the Oxnard Redevelopment Agency. In accordance with Health and Safety Code Section 34176(b)(2), on February 1, 2013, all rights, powers, assets, liabilities, duties, and obligations of the Low and Moderate Income Housing Fund (previously part of the former Oxnard Redevelopment Agency) were transferred to the Affordable Housing special revenue fund. The fund is used to account for funds to be used for low and moderate income housing projects.
- Development Fees Fund is a special revenue fund that accounts for development fees that the City collects on new development to provide resources for special projects such as parks, storm drainage facilities, traffic improvements, utility undergrounding, and community development.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

I. **Summary of Significant Accounting Policies (Continued)**
 B. **Financial Statements Presentation (Continued)**

Governmental Fund Financial Statements (Continued)

Governmental funds are accounted for using a "current financial resources" measurement focus and the modified accrual basis of accounting. Accordingly, only current assets, deferred outflows of resources, current liabilities, and deferred inflows of resources are included on the Balance Sheet. The Statement of Revenues, Expenditures and Changes in Fund Balances presents increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Under the modified accrual basis of accounting, revenues are recognized in the accounting period in which they become both measurable and available to finance expenditures of the current period. The City considers revenues available if they are collected within 60 days after year-end with the exception of sales tax, which is based on the California Department of Tax and Fee Administration (CDTFA) reporting period through June of the fiscal year for which payment is received in September. Property tax, sales tax, intergovernmental revenues, and other taxes are accrued as appropriate. Grants and similar items are recognized as revenue as soon as all eligibility requirements have been met. The availability period for revenue recognition for grants receivable is one year after the year-end. Expenditures are recorded in the accounting period in which the related fund liability is incurred, except for unmatured principal and interest on long-term debt, which is recognized when due.

Proprietary Fund Financial Statements

Proprietary Fund Financial Statements include a Statement of Net Position, Statement of Revenues, Expenses and Changes in Net Position; and a Statement of Cash Flows for each major fund. A column representing Internal Service Funds in total is also presented in these statements.

The proprietary funds are used to account for operations that are financed and operated in a manner similar to private business enterprises wherein the cost of goods and services to the general public are financed or recovered primarily through user charges. The following enterprise funds have been determined to be the City's major proprietary funds:

- **Water Fund:** This fund is used to account for all activities of the City's water production, treatment, and distribution system. Revenues are derived mainly from metered water services, connection fees, and installation charges.
- **Wastewater Fund:** This fund is used to account for all sewer activities related to conveyance and treatment services. Revenues are derived mainly from sewer service charges, connection fees, and treatment plant charges.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

I. **Summary of Significant Accounting Policies (Continued)**
 B. **Financial Statements Presentation (Continued)**

Proprietary Fund Financial Statements (Continued)

- Environmental Resources Fund: This fund is used to account for the activities related to collection and disposal of refuse throughout the City. Revenues are mainly derived from collection service fees and sales of recyclable materials.
- Oxnard Housing Authority: This fund is used to account for the receipts and disbursements of funds received from the U.S. Department of Housing and Urban Development (HUD) to provide housing assistance, such as the rental assistance programs for low income residents and senior citizens under Section 8 of the Federal Housing Act of 1937, as amended.

Proprietary funds are accounted for using the "economic resources" measurement focus and the accrual basis of accounting. Accordingly, all assets, deferred outflows of resources, liabilities, and deferred inflows of resources (whether current or noncurrent) are included within the Statement of Net Position. The Statement of Revenues, Expenses, and Changes in Net Position present increases (revenues) and decreases (expenses) in total net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned, while expenses are recognized in the period in which the liability is incurred.

Operating revenues in the proprietary funds are those revenues that are generated from the primary operations of the fund. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with proprietary funds principal ongoing operations. All other revenues are reported as nonoperating revenues. Operating expenses are those expenses that are essential to the primary operations of the fund. All other expenses are reported as nonoperating expenses. When both restricted and unrestricted resources are available for use, it is the City's policy to use the restricted resources first, then unrestricted resources as they are needed.

Internal service funds account for services to other departments on a cost-recovery basis. Internal service funds include workers' compensation, public liability and property damage, utility customer services, information systems, facilities maintenance, and fleet services. Internal service funds are accounted for using the "economic resources" measurement focus and the accrual basis of accounting. Internal service funds are reported in total on the proprietary funds statements.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

I. **Summary of Significant Accounting Policies (Continued)**
 B. **Financial Statements Presentation (Continued)**

Fiduciary Fund Financial Statements

Fiduciary fund financial statements include a Statement of Fiduciary Net Position and Statement of Changes in Fiduciary Net Position. The City's fiduciary funds consist of a Private Purpose Trust Fund, a Pension Trust Fund, and Agency Funds. The Trust Funds are as follows:

- Oxnard Community Development Commission Successor Agency Private Purpose Trust Fund: This fund accounts for the assets and activities of the former redevelopment agency pursuant to AB 1X 26.
- Retirement Enhancement Defined Benefit Pension Trust Fund: This fund accounts for the assets and activities of the Public Agency Retirement System (PARS) Enhancement Plan.

The Trust Funds are accounted for using the "economic resources" measurement focus and the accrual basis of accounting.

The Agency Funds are custodial in nature (assets equal liabilities) and do not involve measurement of results of operations. However, the agency funds do utilize the accrual basis of accounting. The City's agency funds are as follows:

- Artworks Fund: This fund is used to account for donations from private parties to pay for Carnegie Art Museum artwork related expenditures.
- Improvement Districts Fund: This fund is used to account for various limited obligation improvement bonds issued by the City, wherein bond proceeds are used to finance land acquisition and public improvements of the various assessment districts within the City. Neither the faith, credit, nor the taxing power of the City or any of its political subdivisions is pledged to the payment of the bonds. Property owners within the assessment district are assessed through the County property tax bills and the money collected is used to pay off the annual debt service requirements.
- Oxnard Downtown Management District Fund: This fund accounts for property tax collected within the downtown area for downtown improvements and revitalizations.
- Riverpark JPA Fund: This fund is used to account for assets and liabilities of the Riverpark Reclamation and Recharge Authority.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

I. Summary of Significant Accounting Policies (Continued)

C. New Accounting Pronouncements

The City implemented the following GASB pronouncements that became effective in the fiscal year ended June 30, 2019:

Statement No. 83, *Certain Asset Retirement Obligations*. This Statement addresses accounting and financial reporting for certain asset retirement obligations, legally enforceable liabilities associated with the retirement of tangible capital assets. A government that has legal obligations to perform future asset retirement activities related to its tangible capital assets should recognize a liability.

Statement No. 88, *Certain Disclosures Related to Debt, including Direct Borrowings and Direct Placements*. This Statement improves consistency in the information that is disclosed in notes to government financial statements related to debt, including direct borrowings and direct placements. It also clarifies which liabilities governments should include when disclosing information related to debt.

Statement No. 89, *Accounting for Interest Cost Incurred before the End of a Construction Period*. This Statement enhances the relevance and comparability of information about capital assets and the cost of borrowing for a reporting period and simplifies accounting for interest cost incurred before the end of a construction period. In financial statements prepared using the economic resources measurement focus, interest cost incurred before the end of a construction period should be recognized as an expense in the period in which the cost is incurred. Such interest cost should not be capitalized as part of the historical cost of a capital asset.

The GASB has issued several pronouncements prior to June 30, 2019, that have effective dates that may impact future financial presentations. The impact of the implementation of these Statements to the City's financial Statements has not been assessed at this time.

Statement No. 84, *Fiduciary Activities*. This Statement establishes criteria for identifying fiduciary activities of all state and local governments. The focus of the criteria generally is on (1) whether a government is controlling the assets of the fiduciary activity and (2) the beneficiaries with whom a fiduciary relationship exists. Separate criteria are included to identify fiduciary component units and postemployment benefit arrangements that are fiduciary activities. The requirements of this Statement are effective for reporting periods beginning after December 15, 2018.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
FOR THE YEAR ENDED JUNE 30, 2019

I. Summary of Significant Accounting Policies (Continued)

C. New Accounting Pronouncements (Continued)

Statement No. 87, *Leases*. This statement establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities. The requirements of this statement are effective for reporting periods beginning after December 15, 2019.

Statement No. 90, *Major Equity Interests – An Amendment of GASB Statements No. 14 and No. 61*. It defines a majority equity interest and specifies that a majority equity interest in a legally separate organization should be reported as an investment if a government's holding of the equity interest meets the definition of an investment. A majority equity interest that meets the definition of an investment should be measured using the equity method, unless it is held by a special-purpose government engaged only in fiduciary activities, a fiduciary fund, or an endowment (including permanent and term endowments) or permanent fund. Those governments and funds should measure the majority equity interest at fair value. The requirements of this Statement are effective for reporting periods beginning after December 15, 2018.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

I. Summary of Significant Accounting Policies (Continued)

D. Cash and Investments

Cash and Cash Equivalents

For reporting purposes, cash and cash equivalents include cash in bank accounts and investments held by the City Treasurer in a cash management pool with maturities less than one year. These amounts are readily available for use by the respective funds.

Investments

The City's investments are stated at fair value.

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. These principles recognize a three-tiered fair value hierarchy, as follows:

Level 1: Investments reflect prices quoted in active markets;

Level 2: Investments reflect prices that are based on similar observable assets either directly or indirectly, which may include inputs in markets that are not considered to be active; and

Level 3: Investments reflect prices based upon unobservable sources.

Investment Income

Investment income earned on pooled cash and investments is allocated monthly to the General Fund and those other funds for which such allocation is a legal contractual requirement based on the average month-end cash balances. Investment income from cash and investments with fiscal agents is credited directly to the related fund. Income from non-pooled investments is recorded in the appropriate fund based on the specific investments held by the trustee of the fund. Changes in the fair value of investments are recognized in investment income at the end of each year.

E. Receivables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year is reported as "advances to/from other funds." All other outstanding balances between funds are reported as "due to/from other funds." Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

Amounts due from individuals, organizations or other governmental units are recorded as receivables at year-end. These amounts include charges for services rendered, or for goods and material provided by the City, including amounts for unbilled services. Receivables are shown net of an allowance for uncollectible accounts where applicable.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

I. Summary of Significant Accounting Policies (Continued)

E. Receivables (Continued)

Notes receivable include both the current and long-term portions of loans issued by the City. Business development loans are reported in both special revenue and fiduciary funds. Notes receivable are reported as an asset in the amount of loan proceeds disbursed, net of allowance. Depending on the original funding source, the City reports unavailable revenue equal to the loan amount and recognizes a revenue when principal payments are received.

In the government-wide financial statements, receivables are recognized as revenue when earned. Receivables of the proprietary funds are recognized as revenue when earned, including services provided but not billed.

F. Capital Assets

The City's assets for governmental, business-type and fiduciary activities are capitalized at historical cost or estimated historical cost. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. City policy has set the capitalization threshold at \$5,000. Depreciation is recorded on a straight-line basis over the estimated useful lives of the assets as follows:

Buildings	45 years
Improvements	
Paving, curbs, and lighting	20 years
Parks improvements	20 years
Sports courts	20 years
Landscaping	20-50 years
Equipment and machinery	3-50 years
Vehicles	10 years
Infrastructure Assets	
Roadway network	30-100 years
Waterways/seawalls	75 years
Storm drain system	50 years
Water and sewer systems	50 years

Infrastructure assets are defined as "long-lived capital assets" that are stationary in nature and normally can be preserved for a significantly greater number of years than most capital assets.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

I. Summary of Significant Accounting Policies (Continued)

F. Capital Assets (Continued)

Examples of infrastructure assets include roads, bridges, tunnels, drainage systems, water and sewer systems, dams and lighting systems. Land is valued at original cost without depreciation.

Donated capital assets, donated works of art and similar items, and capital assets received in a service concession arrangement are reported at acquisition value.

G. Compensated Absences

Vacation leave and annual leave compensation pay is recorded as a liability when incurred within the Government-Wide and Proprietary Funds Financial Statements. Sick leave, which does not vest, is recorded in all funds when leave is taken. A liability for these amounts is reported in the Governmental Funds Financial Statements only if they have matured and are paid by the City subsequent to year-end.

Compensated absences are liquidated by the fund that has recorded the liability. The long-term portion of governmental activities compensated absences is liquidated primarily by the General Fund.

H. Net Pension Liability

For purposes of measuring the net pension liability, deferred outflows and inflows of resources related to pensions and pension expense, information about the fiduciary net position and additions to/deductions from the fiduciary net position have been determined on the same basis as they are reported by CalPERS and Public Agency Retirement Services (PARS). For this purpose, benefit payments (including refunds of employee contributions) are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value.

I. Other Post-Employment Benefits (OPEB)

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the CalPERS plan governed by the Public Employees' Medical & Hospital Care Act (PEMHCA) and additions to/deductions from PEMHCA's fiduciary net position have been determined on the same basis as they are reported by PEMHCA.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

I. Summary of Significant Accounting Policies (Continued)

I. Other Post-Employment Benefits (OPEB) (Continued)

For this purpose, PEMHCA recognizes benefit payments when due and payable in accordance with the benefit terms. Investments are reported at fair value, except for money market investments and participating interest-earning investment contracts that have a maturity at the time of purchase of one year or less, which are reported at cost.

J. Deferred Outflows/Inflows of Resources

In addition to assets, the Statements of Net Position and Governmental Fund Balance Sheet report a separate section for deferred outflows of resources. Deferred outflows of resources represent a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City reports deferred outflows of resources related to pensions and OPEB, deferred outflows for charges on debt refunding, and deferred outflows on derivative instruments in the Government-Wide and Proprietary Fund Statements of Net Position. Deferred outflows for pension and OPEB contributions will be recognized in the subsequent fiscal year. Other deferred outflows on pension plans are amortized over 4.8 to 5 years on a straight-line basis. A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the remaining life of the refunded or refunding debt. Gains or losses on Hedging Derivative Instruments are also reported as deferrals in the Statement of Net Position.

In addition to liabilities, the Statements of Net Position and Governmental Fund Balance Sheet report a separate section for deferred inflows of resources. Deferred inflows of resources represent an acquisition of net position that applies to a future period(s) and will not be recognized as an inflow of resources (revenue) until that time. The City has one item that qualifies for reporting in this category in the Governmental Fund Balance Sheet - unearned revenues. The governmental funds report unearned revenues from four sources: investment income, taxes, grants, and miscellaneous charges for services. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available. In addition, the City has deferred inflows of resources relating to the net pension obligation reported in the Government-Wide Statement of Net Position and the Proprietary Funds. The amounts related to pensions are deferred and amortized over a 4.8 to 5 year period on a straight-line basis.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

I. Summary of Significant Accounting Policies (Continued)

K. Fund Equity

The accompanying financial statements report the components of fund balances for governmental funds consistent with GASB 54.

Nonspendable fund balance - This includes amounts that cannot be spent because they are either not spendable in form (such as prepaid items) or legally or contractually required to be maintained intact (such as endowments).

Restricted fund balance - This includes amounts that can be spent only for specific purposes stipulated by constitution, external resource providers, or through enabling legislation.

Committed fund balance - This includes amounts that can be used only for specific purposes pursuant to constraints imposed by formal action of the government's highest level of decision-making authority, the City Council. Commitments may be changed or removed by the City by a resolution.

Assigned fund balance - This includes amounts that are constrained by the government's intent to be used for specific purposes, but are neither restricted nor committed. The City Council delegated, per Resolution No. 14,102, the Chief Financial Officer to assign fund balance. Use of this component would be based on related Council documents that identifies an intent to use funds for a specific purpose that was not part of the formal resolution or ordinance of the Council.

Unassigned fund balance - this includes all amounts not included in other classifications. The General Fund is the only fund that reports a positive unassigned fund balance.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

I. Summary of Significant Accounting Policies (Continued)

K. Fund Equity (Continued)

In the Government-Wide Financial Statements, net position of the City includes the following categories:

Net investment in capital assets - This category groups all capital assets, including infrastructure, into one component of net position. Accumulated depreciation and the outstanding balances of debt that are attributable to the acquisition, construction, or improvement of these assets reduce this category.

Restricted net position - This category presents external restrictions imposed by creditors, grantors, contributors, or laws or regulations of other governments and restrictions imposed by law through constitutional provisions or enabling legislation.

Unrestricted net position - This resulting category presents the remaining City net position, and this measure of equity is unrestricted, legally or otherwise.

The accounting policies of the City consider restricted funds spent first when expenditure is incurred for purposes for which both restricted and unrestricted funds are available. When an expenditure is incurred for purpose for which amounts in any of the unrestricted classifications of fund balance could be used, the City considers committed amounts to be reduced first, followed by assigned amounts and then unassigned amounts.

Per Resolution No. 15,243, adopted June 18, 2019, the City Council will endeavor to maintain an operating reserve equal to 12% of General Fund operating budget, a decrease from the target reserve level of 18% in effect for fiscal year 2018-19. The operating reserve shall be available to: cover cash flow requirements; meet unanticipated revenue shortfalls; take advantage of unexpected opportunities; invest in projects with a rapid payback; ensure against physical or natural disasters; and provide interest earnings. The City will also endeavor to maintain operating reserves in the utility funds equal to 25% of operating budgets.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

I. Summary of Significant Accounting Policies (Continued)

L. Property Taxes

Property taxes are assessed and collected each fiscal year according to the following property tax calendar:

Valuation Date	January 1
Property Tax Year	July 1 to June 30
Due Dates	November 1 (first installment) and February 1 (second installment)
Delinquent Dates	December 10 (first installment), April 10 (second installment, and August 31 (unsecured)

Property taxes in the State of California are administered for all local agencies at the county level and consist of secured, unsecured, and utility tax rolls.

Property Valuation

Valuations are established by the Assessor of the County for the secured and unsecured property tax rolls; the utility property tax roll is valued by the California State Board of Equalization. Under the provisions of Article XIII A of the State Constitution, properties are assessed at 100% of full value. The value of real taxable property is based on fiscal year 1976 levels. From this base of assessment, subsequent annual increases in valuation are limited to a maximum of 2%. However, increases to full value are allowed for property improvements or upon change in ownership. Personal property is excluded from these limitations, and is subject to annual reappraisal.

Tax Levies

The county-wide tax levy for general revenue purposes is limited to 1% of full value, for a tax rate of \$1.00 per \$100 of assessed valuation. Tax rates for voter- approved indebtedness prior to passage of Proposition 13 are excluded from this limitation. Taxes are levied July 1 for both real and unsecured personal property based upon the assessed valuation as of the previous January 1 (lien date).

Property taxes are recognized as revenue in the period for which the taxes are levied. Therefore, the City recognizes revenue and a receivable, less any allowance for doubtful accounts deemed appropriate, for the entire tax levy in the period for which the taxes are levied. Accordingly, at June 30, 2019, the City has recorded property taxes receivable of \$1,397,434, which is included in due from other governments in the accompanying balance sheet.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

I. Summary of Significant Accounting Policies (Continued)

L. Property Taxes (Continued)

Tax Lien Dates

All lien dates attach annually on January 1 preceding the fiscal year for which the taxes are levied. Liens against real estate, and taxes on personal property, are not relieved by subsequent renewal or change in ownership.

Tax Collections

The County Treasurer-Tax Collector is responsible for all property tax collections. Taxes and assessments on the secured and utility rolls, which constitute a lien against the property, may be paid in two installments: the first installment is due on November 1 of the fiscal year and is delinquent if not paid by December 10; the second installment is due on February 1 of the fiscal year and is delinquent if not paid by April 10. Unsecured personal property taxes do not constitute a lien against real property unless the taxes become delinquent. Payment must be paid in one installment, which is delinquent if not paid by August 31 of the fiscal year. Significant penalties are imposed for late payments.

Tax Apportionments and Special District Augmentation Fund (SDAF)

Due to the nature of the county-wide maximum levy, it is not possible to identify general purpose tax rates for specific entities. Apportionments to local agencies are made by the County Auditor-Controller, based primarily on the ratio that each agency represented of the total county-wide levy for the three years prior to fiscal year 1979. The SDAF was established in order to provide greater flexibility in the allocation of the total levy to special districts under this basic apportionment method. Each special district makes a contribution from its base tax levy apportionment to the SDAF. Oversight governments of the special districts (cities or the county) can then reallocate this pool among special districts based on financing needs.

M. Utility Revenue

Utility revenue is recorded when earned. Customers are billed monthly. The estimated value of services provided, but unbilled at year-end, is included in the accompanying basic financial statements.

N. Use of Estimates

The preparation of the City's basic financial statements in accordance with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, deferred outflows of resources, liabilities, deferred inflows of resources, the disclosure of contingent assets and liabilities at the date of the basic financial statements, and revenues and expenses during the reported period. Actual results could differ from those estimates.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
FOR THE YEAR ENDED JUNE 30, 2019

I. Summary of Significant Accounting Policies (Continued)

O. Budgets and Budgetary Accounting

The City develops and presents a one-year budget to the City Council. Annual operating and capital improvement expenditures are adopted by resolution. This resolution constitutes the authorized expenditures for the fiscal year. The City's annual budget is the legally-adopted expenditure control document of the City. Budgets are prepared on the modified accrual basis of accounting, consistent with generally accepted accounting principles (GAAP).

The City Council generally reauthorizes appropriations for continuing projects and activities. The City Council has the legal authority to amend the budget of any fund at any time during the fiscal year. The budgetary legal level of control (the level on which expenditures may not legally exceed appropriations) is generally at the fund level. Budgeted expenditures may be reallocated within a fund by the City Manager and within a department by the department director.

P. Encumbrances

Appropriations in governmental fund types are encumbered upon issuance of purchase orders for goods and/or services. Even though unencumbered appropriations lapse at the end of the fiscal year, unfilled purchase orders of the current year are carried forward and the next year's appropriations are likewise encumbered.

Q. Related Organizations

In November 2000, the City granted an exclusive right to operate, maintain, and manage the Performing Arts and Convention Center to the Oxnard Performing Arts Center Corporation. The City provides the Corporation an operating subsidy as provided for in the operating budget, which is subject to City Council approval. The operating subsidy provided for the year ended June 30, 2019 was \$1,173,881.

In addition, the City acts as the custodian of funds for the Corporation, including recording of deposits and disbursements. City employees also perform management functions for the Corporation. The Council approved the extension of the agreement between the City and the Corporation until December 31, 2019.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

I. Summary of Significant Accounting Policies (Continued)

R. Joint Ventures

The City participates in the Riverpark Reclamation and Recharge Authority (Riverpark JPA), which is a jointly-governed organization between the City and United Water Conservation District (UWCD). The Riverpark JPA was established for the purpose of joint ownership, financing, and administration of the development of land located within the City; and for the purpose of creating a public entity to secure grant funding and other public and private funding to reclaim mining pits for water recharge purposes to implement the Recharge Program and Reclamation Plan, and to undertake other groundwater recharge, groundwater quality, and water supply programs as the Board of Directors may find to be within the public interest. The Riverpark JPA is controlled by a four-member board consisting of two representatives each from the City and UWCD. None of the member entities exercise specific control over the budgeting and financing of the Authority's activities beyond their representation on the Board. Accounting services are provided by the City. The City has no financial responsibility for any of the JPA's liabilities. The City made no monetary contributions to assist in the operational expenses of the Authority during 2019. Complete financial statements may be obtained from the Finance Department, City of Oxnard, 300 W. 3rd St, Oxnard, CA 93030.

As of June 30, 2019, the JPA had total assets of \$1,103,327, total net position of \$1,103,327, and total revenues of \$44,381 for the year then ended.

S. Subsequent Events

In preparation of these financial statements, the City considered subsequent events through November 18, 2019, which is the date these financial statements were available to be issued.

II. DETAILED NOTES ON ALL FUNDS

A. Cash and Investments

The City's cash and investments, including restricted investments with fiscal agents, consist of the following at June 30, 2019:

	AMOUNT
Petty cash	\$ 289,105
Deposits	24,501,922
Investments	<u>252,842,360</u>
Cash and investments	277,633,387
Restricted investments with fiscal agents	<u>120,443,489</u>
TOTAL	<u>\$ 398,076,876</u>

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

II. DETAILED NOTES ON ALL FUNDS (Continued)

A. Cash and Investments (Continued)

The City's deposits and investments are reflected in the accompanying basic financial statements as follows:

	GOVERNMENTAL ACTIVITIES	BUSINESS-TYPE ACTIVITIES	FIDUCIARY FUNDS	TOTAL
Cash and investments	\$ 140,606,651	\$ 121,624,794	\$ 15,401,942	\$ 277,633,387
Restricted investments with fiscal agents	18,979,521	13,349,707	88,114,261	120,443,489
TOTALS	<u>\$ 159,586,172</u>	<u>\$ 134,974,501</u>	<u>\$ 103,516,203</u>	<u>\$ 398,076,876</u>

Deposits Custodial Credit Risks

Custodial credit risk is the risk that in the event of a bank failure, the City's deposits may not be returned to it. The City's deposit policy requires deposits to be covered by federal depository insurance and collateral having a market value of 110% of the uninsured deposit. As of June 30, 2019, the City has a bank balance of \$23,081,867 in four bank accounts; of the bank balance, \$500,000 was insured and the balance was secured by collateral held by the City's agent in the agent's name. Deposits held by the Housing Authority are also insured or secured by collateral held by the Housing Authority's agent in the agent's name.

Investment Policy

The City's investment policy is intended to provide guidelines for the prudent investment of City funds, and to outline the policies for maximizing the efficiency of the City's cash management system. The policy of the City is to invest public funds in a manner which will provide high investment return with the maximum security while meeting the daily cash flow demands of the City and conforming to all state and local statutes governing the investment of public funds. The primary goals of the City are safety, liquidity, and yield in that priority order. The investment policy applies to the City's pooled investment fund which encompasses all monies under the direct oversight of the City Treasurer, including the General Fund, Special Revenue Funds, Capital Project Funds, Enterprise Funds, Internal Service Funds, and Fiduciary Funds and excluding restricted investments with fiscal agents and Oxnard Housing Authority funds.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

II. **DETAILED NOTES ON ALL FUNDS (Continued)**

A. **Cash and Investments (Continued)**

Authorized Investments

The City's investments are managed by the City Treasurer, fiscal agents (bond trustees acting in accordance with bond covenants), and authorized representatives of the Housing Authority. Investments managed by the City Treasurer and the Housing Authority are invested in accordance with the City and Housing Authority's investment policies, respectively. Investments managed by bond trustees are invested in accordance with provisions of the respective bond agreements. Investments in the City's Retirement Enhancement Defined Benefit Plan (Enhanced Retirement Trust Pool) are not subject to the City's investment policy.

The City's cash and investments by investments manager are as follows:

	<u>AMOUNT</u>
City Treasurer	\$ 262,918,509
Restricted investments held with Fiscal Agents	
Bond trustees for the City and its component units	37,019,049
Enhanced Retirement Trust Pool	82,431,700
Oxnard Housing Authority (includes investments held by fiscal agents)	<u>15,707,618</u>
TOTAL	<u><u>\$ 398,076,876</u></u>

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

II. DETAILED NOTES ON ALL FUNDS (Continued)

A. Cash and Investments (Continued)

Authorized Investments (Continued)

The City Treasurer has direct oversight over the City's pooled investment fund, which covers cash and investments of the City's governmental funds, proprietary funds (except for the Housing Authority), and trust and agency funds, which are invested in accordance with the City's investment policy. Allowable investments are detailed in the following table. The exception is the Enhanced Retirement Trust Pool, which is not subject to Government Code Section 53601.

INVESTMENT TYPES	AUTHORIZED BY INVESTMENT	MAXIMUM MATURITY	MAXIMUM PERCENTAGE	MAXIMUM INVESTMENT	MINIMUM
<u>AUTHORIZED BY SECTION 53601</u>	<u>POLICY</u>	<u>(YEARS)</u>	<u>OF PORTFOLIO</u>	<u>IN ONE</u>	<u>RATINGS</u>
U.S. Treasury and agencies	Yes	5	None	None	None
Local agency bonds, notes	Yes	N/A	15%	None	None
Other bonds, notes, or evidences of indebtedness	Yes	N/A	15%	None	None
Bankers acceptances	Yes	180 days	40%	30%	None
Commercial paper	Yes	270 days	15%	10%	P1/A1
Negotiable CDs	Yes	5	30%	None	Aa/AA-
Certificate of deposit (CDs)	Yes	N/A	30%	None	A
Repurchase agreements	Yes	90 days	20%	None	None
Medium term notes	Yes	5	30%	None	A
Mutual funds	Yes	N/A	20%	None	None
LAIF, VCIP, CalTrust	Yes	N/A	None	None	None

The Housing Authority's investment policy, which is substantially the same as the City's, and related disclosures regarding its investments at June 30, 2019, are more fully disclosed in the financial statements for the Housing Authority, which may be obtained from the Housing Authority's Financial Services Division at 435 S D St, Oxnard, CA 93030.

The City Treasurer's investment pool is comprised of pooled deposits, investments, the State of California Local Agency Investment Fund (LAIF), and Ventura County Investment Pool (VCIP) investments. The City Treasurer's pooled investments are carried at fair value. The fair value is determined utilizing SunGard Securities Systems, the vendor providing investment reporting capability for the City Treasurer's Office, which provides pricing data from multiple industry sources. The fair value of LAIF and VCIP is determined by allocating the City's share of the investment pools' fair value as reported by LAIF and VCIP.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

II. DETAILED NOTES ON ALL FUNDS (Continued)

A. Cash and Investments (Continued)

Authorized Investments (Continued)

The City is a voluntary participant in LAIF which is considered an external investment pool. LAIF is part of the State's Pooled Money Investment Account (PMIA), which was established in 1953. Oversight of the PMIA is provided by the Pooled Money Investment Board (PMIB) and an in-house Investment Committee. The PMIB members are the State Treasurer, Director of Finance, and State Controller.

Direct oversight for LAIF is provided by the Local Agency Investment Advisory Board. The board consists of five members as designated by statute. The Chairman is the State Treasurer or his designated representative. Two members qualified by training and experience in the field of investment or finance and two members who are treasurers, finance or fiscal officers, or business managers employed by any county, city, or local district or municipal corporation of this state, are appointed by the State Treasurer. LAIF is required to invest in accordance with state statute.

The City is a voluntary participant in Ventura County Investment Pool (VCIP) which is considered an external investment pool. VCIP is for local public government agencies and school districts within Ventura County and is managed by the Ventura County Treasurer-Tax Collector. VCIP's portfolio must comply with the County's Investment Policy which is governed by the Ventura County Board of Supervisors. VCIP is rated by Standard and Poor's annually; the most recent is dated March 29, 2019 and is available via the Office of Ventura County Treasurer-Tax Collector's website.

Investments with fiscal agents are investments held by the bond trustee on behalf of the City or its component units and the Enhanced Retirement Trust Pool. In the case of bond trustees, the City selects the investment under the terms of the applicable trust agreement, directs the bond trustee to acquire the investment, and the bond trustee then holds the investment on behalf of the City and/or its component units. Proceeds of bonds administered by bond trustees are also generally covered under the City Treasurer's investment policy; however, specific provisions of each issuance are usually used in managing such investments. Several of the major differences are as follows:

- Allowance of investments in guaranteed investment contracts
- Allowance of investment maturities in excess of five years

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

II. **DETAILED NOTES ON ALL FUNDS (Continued)**

A. **Cash and Investments (Continued)**

Authorized Investments (Continued)

For the Enhanced Retirement Trust Pool, the specific investments are managed by the trustee for the pool under guidelines approved by the City as follows:

Risk tolerance	Market risk
Time horizon	Long term
Income of liquidity needs	As requested
Account of trust restrictions	None
Unique needs and circumstances	None
Investment objective	Balanced
Strategic ranges	0%-20% Cash 25%-45% Fixed income 50%-70% Equity
Acceptable investments	Individual stocks Individual bonds Trustee funds External funds Index-based securities including Exchange-Traded Funds (ETF)
Fixed income guidelines	Maturity range 2-15 years Duration range 4-7 years
Equity guidelines	Investment grade - minimum credit quality The core portion of the equity allocation will consist of individual issues. Actively-managed mutual funds will be utilized for other market segments in accordance with the trustee's tactical strategy.

The primary goals of the balanced investment objective are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of the total return, although growth through capital appreciation is equally important.

For purposes of the Statement of Cash Flows of the proprietary fund types, cash and cash equivalents include all investments as the City operates an internal cash management pool which maintains the general characteristics of the demand deposit account.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

II. **DETAILED NOTES ON ALL FUNDS (Continued)**

A. **Cash and Investments (Continued)**

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Normally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates, and the greater the interest rate risk. One of the ways the City manages its exposure to interest rate risk is by purchasing a combination of shorter-term and longer term investments and by timing cash flows from maturities so that a portion of the portfolio is maturing or coming close to maturity evenly over time as necessary to provide the cash flow and liquidity needed for operations or debt service requirements.

Information about the sensitivity of the fair value of the City's investments (including restricted investments held by bond trustees) to market interest rate fluctuation is provided by the following table that shows the distribution of the City's investments by maturity:

	INVESTMENT MATURITIES (IN YEARS)			TOTAL
	LESS THAN 1	1-5	MORE THAN 5	
Federal agency securities	\$ 29,435,435	\$ 140,733,574	\$ -	\$ 170,169,009
Ventura County Investment Pool	1,000,000	-	-	1,000,000
California Local Agency Investment Fund	78,733,351	-	-	78,733,351
Negotiable CD	-	2,940,000	-	2,940,000
Held by Trustee				
Money Market Fund	35,543,225	-	-	35,543,225
California Local Agency Investment Fund	2,468,564	-	-	2,468,564
TOTAL INVESTMENTS	<u>\$ 147,180,575</u>	<u>\$ 143,673,574</u>	<u>\$ -</u>	290,854,149
Enhanced Retirement Trust Pool				82,431,700
Cash in banks and on hand				24,791,027
TOTAL CASH AND INVESTMENTS				<u>\$ 398,076,876</u>

Credit Risk

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The City's investments that are not rated include negotiable CDs; however, these investments are covered by FDIC insurance.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

II. DETAILED NOTES ON ALL FUNDS (Continued)

A. Cash and Investments (Continued)

Presented below are the Standard and Poor's ratings for each investment type as of June 30, 2019:

INVESTMENT TYPE	AAA	AA+	AA	A	TOTAL
Federal agency securities	\$ -	\$ 170,169,009	\$ -	\$ -	\$ 170,169,009
Ventura County Investment Pool	1,000,000	-	-	-	1,000,000
TOTALS	<u>\$ 1,000,000</u>	<u>\$ 170,169,009</u>	<u>\$ -</u>	<u>\$ -</u>	171,169,009
NOT RATED					
California Local Agency Investment Fund					81,201,915
Money Market Fund					35,543,225
Enhanced Retirement Trust Pool					82,431,700
Negotiable CD					2,940,000
Total Investments					<u>373,285,849</u>
Cash in banks and on hand					24,791,027
TOTAL					<u>\$ 398,076,876</u>

Concentration of Credit Risk

Investments in the securities of any individual issuer, other than U.S. Treasury securities, mutual funds, and external investment funds that represent 5% or more of total entity-wide investments are as follows at June 30, 2019:

ISSUER	TYPE OF INVESTMENTS	AMOUNTS
Federal National Mortgage Assn.	Mortgage backed securities	\$ 13,437,295
Federal Home Loan Bank	Mortgage backed securities	124,960,030
Federal Farm Credit Bank	Mortgage backed securities	31,882,950

Custodial Credit Risk

For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The California Government Code and the City's investment policy do not contain legal or policy requirements that would limit the exposure of custodial credit risk for deposits or investments, other than the provisions for deposits in the California Government Code that require that financial institutions secure deposits made by state local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure City deposits by pledging first trust deed mortgage notes having value of 150% of the secured public deposits.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

II. **DETAILED NOTES ON ALL FUNDS (Continued)**

A. **Cash and Investments (Continued)**

For investments identified herein as held by fiscal agent, the trustee selects the investment under the terms of the applicable trust agreement, acquires the investment, and holds the investment on behalf of the reporting government.

Fair Value Measurements

The City has the following recurring fair value measurements as of June 30, 2019:

	INVESTMENTS AT FAIR VALUE			
	AS OF JUNE 30, 2019			
	LEVEL 1	LEVEL 2	LEVEL 3	TOTAL
Investment Type				
Federal agency securities	\$ 170,169,009	\$ -	\$ -	\$ 170,169,009
California Local Agency Investment Fund	-	78,733,351	-	78,733,351
Ventura County Investment Pool	-	1,000,000	-	1,000,000
Negotiable CD	2,940,000	-	-	2,940,000
	<u>173,109,009</u>	<u>79,733,351</u>	<u>-</u>	<u>252,842,360</u>
Held by Trustees/Fiscal Agent				
Money Market Fund	35,543,225	-	-	35,543,225
California Local Agency Investment Fund	-	2,468,564	-	2,468,564
	<u>35,543,225</u>	<u>2,468,564</u>	<u>-</u>	<u>38,011,789</u>
Enhanced Retirement Trust Pool				
Mutual funds	82,431,700	-	-	82,431,700
	<u>82,431,700</u>	<u>-</u>	<u>-</u>	<u>82,431,700</u>
TOTAL INVESTMENTS AT FAIR VALUE	<u>\$ 291,083,934</u>	<u>\$ 82,201,915</u>	<u>\$ -</u>	<u>\$ 373,285,849</u>

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

II. **DETAILED NOTES ON ALL FUNDS (Continued)**

B. **Receivables and Payables**

Accounts receivable and other receivables as of June 30, 2019 included in the accompanying Statement of Net Position primarily consist of the following:

	GOVERNMENTAL ACTIVITIES	BUSINESS-TYPE ACTIVITIES
ACCOUNTS RECEIVABLE		
Utilities receivable	\$ 3,272	\$ 20,255,641
Grants receivable	5,659,323	-
Accounts receivable billed and accrued	5,946,363	4,280,719
Other receivables	1,695,643	1,847,749
	13,304,601	26,384,109
Allowance for uncollectible receivables	(2,406,464)	(1,384,305)
TOTALS	<u>\$ 10,898,137</u>	<u>\$ 24,999,804</u>

Accounts payable and other liabilities as of June 30, 2019 reported on the Statement of Net Position primarily consist of the following:

	GOVERNMENTAL ACTIVITIES	BUSINESS-TYPE ACTIVITIES
ACCOUNTS PAYABLE AND OTHER LIABILITIES		
Accounts payable (due to vendors)	<u>\$ 12,411,433</u>	<u>\$ 9,767,644</u>
Other Liabilities		
Accrued payroll and benefits	9,978,483	1,332,287
Accrued interest	2,462,156	1,244,573
Other payables	1,131,063	980,069
Total Other Liabilities	<u>13,571,702</u>	<u>3,556,929</u>
TOTALS	<u>\$ 25,983,135</u>	<u>\$ 13,324,573</u>

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

II. DETAILED NOTES ON ALL FUNDS (Continued)

C. Interfund Receivables and Payables

Total interfund receivables and payables at June 30, 2019, which are included in the Fund Financial Statements as due from/to other funds and advances to/from other funds, before eliminations, consist of the following:

	INTERFUND RECEIVABLE	INTERFUND PAYABLE	INTERFUND BALANCE	ELIMINATION	TOTAL
GOVERNMENTAL ACTIVITIES					
Due To/From Other Funds					
General Fund	\$ 5,921,153	\$ 2,113,680	\$ 3,807,473	\$ (3,935,991)	\$ (128,518)
Nonmajor governmental funds	-	3,119,118	(3,119,118)	3,119,118	-
Internal Service Fund	-	816,873	(816,873)	816,873	-
	<u>5,921,153</u>	<u>6,049,671</u>	<u>(128,518)</u>	<u>-</u>	<u>(128,518)</u>
Advances To/From Other Funds					
General Fund	-	856,237	(856,237)	-	(856,237)
Nonmajor governmental funds	-	152,909	(152,909)	-	(152,909)
Internal Service Fund	955,886	-	955,886	-	955,886
	<u>955,886</u>	<u>1,009,146</u>	<u>(53,260)</u>	<u>-</u>	<u>(53,260)</u>
Total Governmental Activities	<u>6,877,039</u>	<u>7,058,817</u>	<u>(181,778)</u>	<u>-</u>	<u>(181,778)</u>
BUSINESS-TYPE ACTIVITIES					
Due To/From Other Funds					
Water	1,288,163	59,620	1,228,543	(1,100,025)	128,518
Wastewater	59,620	-	59,620	(59,620)	-
Environmental resource	-	1,159,645	(1,159,645)	1,159,645	-
	<u>1,347,783</u>	<u>1,219,265</u>	<u>128,518</u>	<u>-</u>	<u>128,518</u>
Advances To/From Other Funds					
Water	943,866	-	943,866	-	943,866
Environmental resource	65,280	-	65,280	-	65,280
Oxnard Housing Authority	-	955,886	(955,886)	-	(955,886)
	<u>1,009,146</u>	<u>955,886</u>	<u>53,260</u>	<u>-</u>	<u>53,260</u>
Total Business-type Activities	<u>2,356,929</u>	<u>2,175,151</u>	<u>181,778</u>	<u>-</u>	<u>181,778</u>
TOTALS	<u>\$ 9,233,968</u>	<u>\$ 9,233,968</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

The interfund balances at June 30, 2019 are loans to cover temporary cash deficits in various funds. In addition, amounts are recorded representing the net internal receivable from governmental activities to business-type activities representing charges in excess of cost of the internal service funds of \$2,440,699 in the current year.

D. Interfund Transfers

Interfund transfers generally fall within one of the following categories:

- Debt service payments made from a debt service fund but funded from an operating fund;
- Program support that generally reflects subsidies and allocations between funds; and

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

II. **DETAILED NOTES ON ALL FUNDS (Continued)**

D. **Interfund Transfers (Continued)**

- Transfers of capital assets from governmental activities to water and wastewater enterprise funds.

There were no transfers during Fiscal Year 2018-2019 that were either non-routine in nature or inconsistent with the activities of the fund making the transfer. The following transfers in and out are reflected in the Fund Financial Statements for the year ended June 30, 2019:

	DESCRIPTION	TRANSFERS IN	TRANSFERS OUT	NET TRANSFERS	ELIMINATIONS	TOTAL
GOVERNMENTAL ACTIVITIES						
General Fund	Program support	\$ 4,240,137	\$ 4,209,385	\$ 30,752	\$ 212,293	\$ 243,045
General Fund	Debt service	-	7,146,317	(7,146,317)	7,146,317	-
Developer Fees	Program support	-	68,930	(68,930)	68,930	-
Developer Fees	Debt service	-	602,214	(602,214)	602,214	-
Nonmajor governmental funds	Program support	350,963	69,738	281,225	(281,225)	-
Nonmajor governmental funds	Debt service	7,779,526	-	7,779,526	(7,779,526)	-
Internal Service Fund	Program support	-	30,997	(30,997)	30,997	-
Total Governmental Activities		<u>12,370,626</u>	<u>12,127,581</u>	<u>243,045</u>	<u>-</u>	<u>243,045</u>
BUSINESS-TYPE ACTIVITIES						
Water	Program support	-	28,064	(28,064)	-	(28,064)
Wastewater	Program support	12,070,281	12,010,861	59,420	-	59,420
Environmental Resource	Program support	-	274,401	(274,401)	-	(274,401)
Total Business-Type Activities		<u>12,070,281</u>	<u>12,313,326</u>	<u>(243,045)</u>	<u>-</u>	<u>(243,045)</u>
TOTAL GOVERNMENT-WIDE STATEMENTS		<u>\$ 24,440,907</u>	<u>\$ 24,440,907</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

II. **DETAILED NOTES ON ALL FUNDS (Continued)**

E. **Notes Receivable**

At June 30, 2019, the City's net notes receivable consisted of the following:

	BALANCE JULY 1, 2018	PRIOR-PERIOD ADJUSTMENT	ADDITIONS	DELETIONS	BALANCE JUNE 30, 2019
GOVERNMENTAL ACTIVITIES					
Residential Notes Receivable					
CalHOME Loans	\$ 3,052,618	- \$ -	\$ 130,276	\$ 91,725	\$ 3,091,169
BEGIN Loans	3,241,595	-	482,225	454,550	3,269,270
CDBG Loans	3,788,286	-	277,051	212,114	3,853,223
HOME Loans	9,946,028	-	426,624	728,955	9,643,697
NSP Loans	955,364	-	-	657,814	297,550
HERO Loans	568,120	-	-	399,648	168,472
Other	2,234,766	-	220,310	-	2,455,076
Allowance for doubtful accounts	(13,209,086)	-	-	(1,158,892)	(12,050,194)
	<u>10,577,691</u>	<u>-</u>	<u>1,536,486</u>	<u>1,385,914</u>	<u>10,728,263</u>
Developer Notes Receivable					
* Las Villas de Paseo Nuevo	7,000,000	-	-	-	7,000,000
CRFL Family Apartments	14,277,022	-	-	-	14,277,022
Colonial House	4,200,000	-	-	-	4,200,000
Paseo Santa Clara	2,200,000	-	-	-	2,200,000
Paseo Del Rio	2,700,000	-	-	-	2,700,000
* Terraza de Las Cortes	3,300,000	-	-	-	3,300,000
* Las Cortes	590,000	-	3,082,319	-	3,672,319
Villa Madera	1,600,000	-	-	-	1,600,000
Sonata at Riverpark	3,000,000	-	-	-	3,000,000
Many Mansions	328,694	-	-	-	328,694
Other	541,778	-	-	9,968	531,810
Allowance for doubtful accounts	(405,402)	-	(3,082,319)	-	(3,487,721)
	<u>39,332,092</u>	<u>-</u>	<u>-</u>	<u>9,968</u>	<u>39,322,124</u>
	<u>49,909,783</u>	<u>-</u>	<u>1,536,486</u>	<u>1,395,882</u>	<u>50,050,387</u>
BUSINESS-TYPE ACTIVITIES					
Wastewater Loans	932,400	-	-	44,400	888,000
Oxnard Housing Authority	243,307	2,050,000	-	243,307	2,050,000
	<u>1,175,707</u>	<u>2,050,000</u>	<u>-</u>	<u>287,707</u>	<u>2,938,000</u>
TOTAL GOVERNMENT-WIDE STATEMENTS					
	<u>\$ 51,085,490</u>	<u>\$ 2,050,000</u>	<u>\$ 1,536,486</u>	<u>\$ 1,683,589</u>	<u>\$ 52,988,387</u>

* Parties are related to the Oxnard Housing Authority

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

II. **DETAILED NOTES ON ALL FUNDS (Continued)**

E. **Notes Receivable (Continued)**

GOVERNMENTAL ACTIVITIES

Residential Notes Receivable

The City offers loans to qualifying low-income individuals and families who require financial assistance for home-buying, home repairs, or mobile home replacements. Residential outstanding loans at June 30, 2019 include the following programs: Home Investment Partnership Program (HOME), Community Development Block Grants (CDBG), Building Equity and Growth in Neighborhoods Program (BEGIN), Neighborhood Stabilization Program (NSP), Historic Enhancement Revitalization of Oxnard (HERO), and CalHome Program. Summarized in the table below are these programs' average outstanding loan amount, interest rate, average outstanding term, and forgiveness policy. Majority of the home loan programs are forgivable at the end of term. Any default on the agreement, such as transfer of ownership or failure of homeowner to live in the unit causes the loan to be due and payable immediately. The City secures these loans by placing a lien on the property by recording a Deed of Trust with the Ventura County Recorder's Office for the loan amount.

<u>PROGRAM</u>	<u>AMOUNT</u>	<u>INTEREST</u>	<u>TERM</u>	<u>FORGIVABLE</u>
Cal HOME	\$ 29,000	3.00 %	30	No
BEGIN	26,000	3.00	30	No
CDBG	24,000	-	20	Yes
HOME	19,000	-	12	Yes
NSP	41,000	-	20	Yes
HERO	11,000	-	6	Yes
Other	17,000	-	24	Yes

Developer Notes Receivable

The City entered into loan agreements with several developers for affordable housing and mixed-use projects. The terms of the loans include annual installments from residual receipts. The loans bear simple interest at a rate of 1%-4% per year maturing between 24-55 years from the completion of the project. The City secured these loans with a deed of trust for the loan amount.

Three of the affordable housing loans in the aggregate amount of \$10,890,000, net of allowance of \$3,082,319 as of June 30, 2019, are loans to parties related the Oxnard Housing Authority.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

II. DETAILED NOTES ON ALL FUNDS (Continued)

E. Notes Receivable (Continued)

BUSINESS-TYPE ACTIVITIES

Septic to Sewer Project

The City provided financial assistance to property owners affected by the California Regional Water Quality Control Board Resolution No. 99-13 of 1999, which prohibited the installation of new septic systems and called for the removal of existing septic systems in the area by 2008. The loans are interest free and payment plans are based on individual agreements.

F. Capital Assets

Changes in the City's capital assets for the year ended June 30, 2019 consisted of the following:

	BALANCE JULY 1, 2018	INCREASES	DECREASES	TRANSFERS	BALANCE JUNE 30, 2019
GOVERNMENTAL ACTIVITIES					
Properties Held for Resale					
Properties Held for Resale	\$ -	\$ 570,000	\$ -	\$ -	\$ 570,000
Total Properties Held for Resale	-	570,000	-	-	570,000
Capital Assets, Not Being Depreciated					
Land	1,418,638,429	20,050	-	-	1,418,658,479
Construction in progress	11,353,871	5,446,320	(6,713,350)	-	10,086,841
Total Capital Assets, Not Being Depreciated	1,429,992,300	5,466,370	(6,713,350)	-	1,428,745,320
Capital Assets, Being Depreciated					
Artwork	87,000	-	-	-	87,000
Buildings	122,579,665	633,742	-	-	123,213,407
Improvements other than buildings	105,724,477	2,266,976	-	-	107,991,453
Equipment and machinery	17,251,465	1,797,821	(327,723)	-	18,721,563
Vehicles	24,778,656	2,385,141	(432,488)	-	26,731,309
Infrastructure	683,382,302	3,535,525	-	-	686,917,827
Total Capital Assets, Being Depreciated	953,803,565	10,619,205	(760,211)	-	963,662,559
Less: Accumulated Depreciation					
Artwork	(87,000)	-	-	-	(87,000)
Buildings	(39,832,052)	(2,510,560)	-	-	(42,342,612)
Improvements other than buildings	(27,397,552)	(2,622,635)	-	-	(30,020,187)
Equipment and machinery	(12,908,989)	(1,057,857)	257,759	-	(13,709,087)
Vehicles	(18,245,941)	(1,204,020)	432,487	-	(19,017,474)
Infrastructure	(204,370,684)	(17,247,343)	-	-	(221,618,027)
Total Accumulated Depreciation	(302,842,218)	(24,642,415)	690,246	-	(326,794,387)
Total Capital Assets, Being Depreciated, Net	650,961,347	(14,023,210)	(69,965)	-	636,868,172
GOVERNMENTAL ACTIVITIES CAPITAL ASSETS, NET	<u>\$ 2,080,953,647</u>	<u>\$ (7,986,840)</u>	<u>\$ (6,783,315)</u>	<u>\$ -</u>	<u>\$ 2,066,183,492</u>

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

II. **DETAILED NOTES ON ALL FUNDS (Continued)**
 F. **Capital Assets (Continued)**

	BALANCE JULY 1, 2018	INCREASES	DECREASES	TRANSFERS	BALANCE JUNE 30, 2019
BUSINESS-TYPE ACTIVITIES					
Capital Assets, Not Being Depreciated					
Land	\$ 17,042,077	\$ -	\$ -	\$ -	\$ 17,042,077
Construction in progress	16,017,818	4,131,772	(4,687,697)	-	15,461,893
Total Capital Assets, Not Being Depreciated					
Depreciated	33,059,895	4,131,772	(4,687,697)	-	32,503,970
Capital assets, Being Depreciated					
Buildings	245,063,407	550,511	(423,842)	-	245,190,076
Improvements other than buildings	9,152,161	-	-	-	9,152,161
Equipment and machinery	111,753,606	6,095,735	(1,650,350)	-	116,198,991
Infrastructure	407,641,872	4,016,784	(38,173)	-	411,620,483
Total Capital Assets, Being Depreciated					
Depreciated	773,611,046	10,663,030	(2,112,365)	-	782,161,711
Less: Accumulated Depreciation					
Buildings	(108,788,170)	(5,034,319)	330,277	-	(113,492,212)
Improvements other than buildings	(4,606,114)	(221,278)	-	-	(4,827,392)
Equipment and machinery	(54,802,114)	(3,989,765)	1,237,550	-	(57,554,329)
Infrastructure	(126,123,421)	(7,802,484)	33,640	-	(133,892,265)
Total Accumulated Depreciation	(294,319,819)	(17,047,846)	1,601,467	-	(309,766,198)
Total Capital Assets, Being Depreciated, Net	479,291,227	(6,384,816)	(510,898)	-	472,395,513
BUSINESS-TYPE ACTIVITIES CAPITAL ASSETS, NET	512,351,122	(2,253,044)	(5,198,595)	-	504,899,483
TOTALS	2,593,304,769	(10,239,884)	(11,981,910)	-	2,571,082,975

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

II. DETAILED NOTES ON ALL FUNDS (Continued)

F. Capital Assets (Continued)

For the year ended June 30, 2019 depreciation expense on capital assets was charged as follows:

	<u>AMOUNT</u>
GOVERNMENTAL ACTIVITIES	
Administration and support	\$ 18,467,495
Public safety	1,072,885
Transportation (highways and streets)	417,421
Community development	1,351,494
Culture and leisure	2,219,356
Libraries	589,340
Capital assets held by the City's internal service fund	<u>524,426</u>
TOTAL GOVERNMENTAL ACTIVITIES	
DEPRECIATION EXPENSE	<u><u>\$ 24,642,417</u></u>
BUSINESS-TYPE ACTIVITIES	
Water	\$ 7,257,467
Wastewater	7,781,253
Environmental resources	1,337,860
Oxnard Housing Authority	<u>671,308</u>
TOTAL BUSINESS-TYPE ACTIVITIES	
DEPRECIATION EXPENSE	<u><u>\$ 17,047,888</u></u>

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

II. DETAILED NOTES ON ALL FUNDS (Continued)

G. Long-term Debt

The following is a summary of changes in long-term debt. Certain long-term debt provide financing to both governmental and business-type activities. The following table presents balances and activity for the City's fiscal year ended June 30, 2019:

	BALANCE JULY 1, 2018	ADDITIONS	REDUCTIONS	BALANCE JUNE 30, 2019	DUE WITHIN ONE YEAR
GOVERNMENTAL ACTIVITIES					
Lease Revenue Bonds					
Lease revenue refunding bonds, series 2011	\$ 19,435,000	\$ -	\$ 455,000	\$ 18,980,000	\$ 505,000
Lease revenue refunding bonds, series 2014	13,830,000	-	975,000	12,855,000	1,020,000
Lease revenue refunding bonds, series 2018	27,825,000	-	1,330,000	26,495,000	1,355,000
Unamortized premiums	6,044,852	-	206,708	5,838,144	-
Unamortized discounts	(194,496)	-	(10,805)	(183,691)	-
Certificate of Participation					
Gas tax revenue certificate of participation	22,180,000	-	720,000	21,460,000	745,000
Lease Purchase Agreements					
2012 Lease purchase	3,635,806	-	353,797	3,282,009	313,272
2014 Lease Purchase	12,891,695	-	745,000	12,146,695	780,000
Capital Leases- Direct Borrowings					
B of A Capital Lease 2009					
2009 CIP lease purchase, draw #1	171,715	-	113,178	58,537	58,536
2009 CIP lease purchase, draw #10	296,404	-	115,070	181,333	119,694
2009 CIP lease purchase, draw #13	331,549	-	331,549	-	-
2009 CIP lease purchase, draw #19	330,072	-	163,394	166,678	166,678
2009 CIP lease purchase, draw #20	37,862	-	37,862	-	-
B of A Capital Lease 2018	5,000,000	-	774,741	4,225,259	795,266
TOTAL GOVERNMENTAL ACTIVITIES	<u>\$ 111,815,458</u>	<u>\$ -</u>	<u>\$ 6,310,494</u>	<u>\$ 105,504,965</u>	<u>\$ 5,858,447</u>

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

II. **DETAILED NOTES ON ALL FUNDS (Continued)**
 G. **Long-term Debt (Continued)**

	BALANCE JULY 1, 2018 AS RESTATED	ADDITIONS	REDUCTIONS	BALANCE JUNE 30, 2019	DUE WITHIN ONE YEAR
BUSINESS-TYPE ACTIVITIES					
Water Fund					
Revenue Bonds					
Water revenue project bonds, series 2006	45,095,000	-	45,095,000	-	-
Water revenue project bonds, series 2010A	6,940,000	-	1,610,000	5,330,000	\$1,695,000
Water revenue project bonds, series 2010B	83,670,000	-	-	83,670,000	-
Water revenue refunding bonds, series 2012	6,855,000	-	455,000	6,400,000	475,000
Water revenue refunding bonds, series 2014	29,932,419	-	1,392,368	28,540,051	1,446,028
Water revenue refunding bonds, series 2018	-	40,370,000	-	40,370,000	1,110,000
Unamortized premiums	1,104,911	3,991,424	749,003	4,347,333	-
Unamortized discounts	(651,823)	-	(31,929)	(619,894)	-
TOTAL WATER FUND	<u>\$ 172,945,508</u>	<u>\$ 44,361,424</u>	<u>\$ 49,269,442</u>	<u>\$ 168,037,490</u>	<u>\$ 4,726,028</u>
Wastewater Fund					
Revenue Bonds					
Wastewater revenue bonds, series 2004B	14,675,000	-	14,675,000	-	-
Wastewater revenue bonds, series 2006	9,385,000	-	9,385,000	-	-
Wastewater revenue refunding bonds, series 2013	6,460,073	-	3,183,905	3,276,168	3,276,168
Wastewater revenue refunding bonds, series 2014	71,985,000	-	-	71,985,000	-
Wastewater revenue refunding bonds, series 2018	-	24,550,000	1,250,000	23,300,000	1,360,000
Unamortized premiums	7,687,005	2,240,584	558,051	9,369,538	-
Capital Leases- Direct Borrowings					
2009 CIP lease purchase, draw #18	73,702	-	48,772	24,930	24,930
TOTAL WASTEWATER FUND	<u>\$ 110,265,780</u>	<u>\$ 26,790,584</u>	<u>\$ 29,100,728</u>	<u>\$ 107,955,636</u>	<u>\$ 4,661,098</u>
Environmental Resources Fund					
Capital Lease- Direct Borrowings					
B of A Capital Lease 2018	\$ 5,000,000	\$ -	\$ 434,555	\$ 4,565,445	\$ 447,938
TOTAL ENVIRONMENTAL RESOURCES FUND	<u>\$ 5,000,000</u>	<u>\$ -</u>	<u>\$ 434,555</u>	<u>\$ 4,565,445</u>	<u>\$ 447,938</u>
Oxnard Housing Authority Fund					
Direct Borrowings					
Note payable	\$ 269,710	\$ -	\$ -	\$ 269,710	\$ 269,710
2004 Capital Fund Revenue Bonds	2,290,000	-	335,000	1,955,000	355,000
TOTAL OXNARD HOUSING AUTHORITY FUND	<u>\$ 2,559,710</u>	<u>\$ -</u>	<u>\$ 335,000</u>	<u>\$ 2,224,710</u>	<u>\$ 624,710</u>
TOTAL BUSINESS-TYPE ACTIVITIES	<u>\$ 290,770,998</u>	<u>\$ 71,152,008</u>	<u>\$ 79,139,725</u>	<u>\$ 282,783,281</u>	<u>\$ 10,459,774</u>
TOTALS	<u>\$ 402,586,456</u>	<u>\$ 71,152,008</u>	<u>\$ 85,450,218</u>	<u>\$ 388,288,246</u>	<u>\$ 16,318,221</u>

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

II. **DETAILED NOTES ON ALL FUNDS (Continued)**
 G. **Long-term Debt (Continued)**

Description of Long-term Debt

Bonds and Certificate of Participation

Governmental Activities

Lease Revenue Refunding Bonds, Series 2011

Lease Revenue Refunding Bonds, Series 2011 were issued on June 9, 2011 in the amount of \$21,580,000. These bonds carry a net interest cost of 5.47% and mature on June 1, 2036. The proceeds of the bonds were used to pay the principal of and interest on the Bond Anticipation Notes, Series 2010. The outstanding balance as of June 30, 2019 is \$18,980,000. The lease payments on these bonds constitute obligations of the City's General Fund. Such obligation exists through the maturity date of the bonds at June 1, 2036.

Lease Revenue Project and Refunding Bonds, Series 2014

Lease Revenue Refunding Bonds, Series 2014 were issued on November 4, 2014 in the amount of \$21,225,000. These are fifteen-year bonds maturing in various amounts through June 1, 2029, with a net interest cost of 3.403%. The bonds were issued to refund the outstanding Lease Revenue Refunding Bonds, Series 2003A, finance the acquisition, construction, and improvement of certain streets and roadways within certain residential neighborhoods with the City, and pay the costs incurred in connection with the issuance of the bonds. The refunding resulted in an economic gain (difference between the present value of the old bonds and the present value of the new bonds) of \$4,962 and debt service savings of \$11,715. The total balance outstanding as of June 30, 2019 is \$12,855,000. The lease payments on these bonds constitute obligations of the City's General Fund. Such obligation exists through the maturity date of the bonds at June 1, 2029.

Lease Revenue Refunding Bonds, Series 2018

Lease Revenue Refunding Bonds, Series 2018 were issued on April 20, 2018 in the amount of \$28,810,000. These bonds carry a net interest cost of 3.51% and mature on June 1, 2036. The proceeds on the bonds were used to pay for the principal and interest on the Variable Rate Demand Lease Revenue Bonds, Series 2003B and 2006. This refunding resulted in an economic gain of \$965,987 and an estimated cash flow savings of \$1,160,111. The outstanding balance as of June 30, 2019 is \$26,495,000. The lease payments on these bonds constitute obligations of the City's General Fund. Such obligations exist through the maturity date of the bonds at June 1, 2036.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

II. **DETAILED NOTES ON ALL FUNDS (Continued)**

G. **Long-term Debt (Continued)**

Gas Tax Revenue Certificates of Participation (2007 Street Improvement Program)

Gas Tax Revenue Certificates of Participation were issued on December 18, 2007 in the amount of \$27,675,000. Proceeds from the sale of the certificates are to be used to reconstruct various streets throughout the City. The certificates are secured solely by gas tax revenues received from the State of California. Outstanding coupons on the certificates range from 4.0% to 4.75% with a final maturity of September 1, 2037. The outstanding balance as of June 30, 2019 is \$21,460,000. The Installment Payments that secure these certificates constitute obligations of the City's gas tax special revenue fund. Such obligation exists through the maturity date of the certificates at September 1, 2037.

Business-Type Activities

Water Revenue Project Bonds, Series 2006

The City has pledged all net water system revenues and all amounts on deposit in the Revenue Fund for the payment of Water Revenue Project Bonds, Series 2006 and the outstanding Parity Obligations. Parity Obligations as described on these bonds at the time of issuance were 2004 Installment Payments (refunded using proceeds of Water Revenue Refunding Bonds Series 2014) and 2001 Installment Payments (refunded using proceeds of Water Revenue Refunding Bonds Series 2012). These bonds were issued on April 20, 2006 in the amount of \$54,600,000. These bonds carried a net interest cost of 4.805% and were scheduled to mature on June 1, 2036. The proceeds from the sale of the bonds were used to pay for the costs of reconstruction, repair or replacement to the water system, including SCADA system improvement, industrial lateral reconnection, aquifer storage and recovery wells, Blending Station No. 3 expansion project, downtown cast iron replacement, hydraulic deficiencies, and the GREAT Program. These bonds were refunded in November 2018 using a portion of the proceeds from the sale of the Water Revenue Refunding Bonds, Series 2018.

Water Revenue Project Bonds, Series 2010A

The City has pledged all net water revenues and all amounts on deposit in the Revenue Fund for the payment of the 2010 Installment Payments and the outstanding Parity Obligations. Parity Obligations as described on these bonds are 2006 Installment Payments and 2004 Installment Payments (refunded using proceeds of Water Revenue Refunding Bonds Series 2014). These bonds were issued on February 11, 2010 in the amount of \$16,455,000. These bonds carry a net interest cost of 3.3729% and mature on June 1, 2022.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

II. **DETAILED NOTES ON ALL FUNDS (Continued)**

G. **Long-term Debt (Continued)**

Water Revenue Project Bonds, Series 2010A (Continued)

The proceeds from the sale of the bonds were used to finance a portion of the cost of certain capital improvements related to the GREAT program. The balance outstanding as of June 30, 2019 is \$5,330,000. The Installment Payments on these bonds are secured by a first priority lien on the net system revenues (as defined in the trust indenture) of the City's water fund. Such obligation exists through the maturity date of the bonds at June 1, 2022.

Water Revenue Project Bonds, Series 2010B

The City has pledged all net water revenues and all amounts on deposit in the Revenue Fund for the payment of the 2010 Installment Payments and the outstanding Parity Obligations. Parity Obligations as described on these bonds are 2006 Installment Payments and 2004 Installment Payments (refunded using proceeds of Water Revenue Refunding Bonds Series 2014). These bonds were issued on February 11, 2010 in the amount of \$83,670,000. These bonds, issued as Federally Taxable Build America Bonds under the American Recovery and Reinvestment Act of 2008, carry a net interest cost of 4.5287% and mature on June 1, 2040. The City receives an interest subsidy directly from the United States Treasury equal to 35% of each interest payment. Since 2013, approximately 6.2% - 8.7% of the expected subsidy has been sequestered by the U.S. Treasury, effectively reducing the interest subsidy to 32.5%. The proceeds from the sale of the bonds were used to finance a portion of the cost of certain capital improvements related to the GREAT program. The balance outstanding as of June 30, 2019 is \$83,670,000. The Installment Payments on these bonds are secured by a first priority lien on the net system revenues (as defined in the trust indenture) of the City's water fund. Such obligation exists through the maturity date of the bonds at June 1, 2040.

Water Revenue Refunding Bonds, Series 2012

The City has pledged all net water revenues and all amounts on deposit in the Revenue Fund for the payment of the 2012 Installment Payments and the outstanding Parity Obligations. Parity Obligations as described on these bonds are 2010 Installment Payments, 2006 Installment Payments, and 2004 Installment Payments (refunded using proceeds of Water Revenue Refunding Bonds Series 2014). These bonds were issued on April 4, 2012 in the amount of \$9,345,000. These bonds carry a net interest cost of 3.6196% and mature on June 1, 2022. A portion of the proceeds were used to advance refund all the outstanding principal amount of \$9,725,000 of the Water Revenue Refunding Bonds Series 2001. This refunding resulted in an economic gain of \$1,093,681 and a cash flow savings of \$1,446,323. The balance outstanding as of June 30, 2019 is \$6,400,000. The Installment Payments on these bonds are secured by a first priority lien on the net system revenues (as defined in the trust indenture) of the City's water fund. Such obligation exists through the maturity date of the bonds at June 1, 2022.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

II. **DETAILED NOTES ON ALL FUNDS (Continued)**

G. **Long-term Debt (Continued)**

Water Revenue Refunding Bonds, Series 2014

The City has pledged all net water revenues and all amounts on deposit in the Revenue Fund for the payment of the 2014 Installment Payments and the outstanding Parity Obligations. Parity Obligations as described on these bonds are 2012 Installment Payments, 2010 Installment Payments, and 2006 Installment Payments. The Installment Payments on these bonds are secured by a first priority lien on the net system revenues of the City's water Fund. These bonds were issued on June 3, 2014 in the amount of \$35,025,340. These bonds carry a net interest cost of 3.8% and mature on June 1, 2034. A portion of the proceeds were used to advance refund all the outstanding principal amount of \$37,840,000 of the Water Revenue Project Bonds, Series 2004. This refunding resulted in an economic gain of \$3,308,313 and a cash flow savings of \$3,808,815. The balance outstanding as of June 30, 2019 is \$28,540,051.

Water Revenue Refunding Bonds, Series 2018

The City has pledged all net water revenues and all amounts on deposit in the Revenue Fund for the payment of the 2018 Installment Payments and the outstanding Parity Obligations. Parity Obligations as described on these bonds are Series 2010A, 2010B, 2012 and 2014. The Installment Payments on these bonds are secured by a first priority lien on the net system revenues of the City's water fund. These bonds were issued on November 14, 2018 in the amount of \$40,370,000. These bonds carry a net interest cost of 3.9% and mature on June 1, 2036. A portion of the proceeds were used to advance refund all the outstanding principal amount of \$45,095,000 of the Water Revenue Project Bonds, Series 2006. This refunding resulted in an economic gain of \$4,833,224 and an estimated cash flow savings of \$6,558,001. The balance outstanding as of June 30, 2019 is \$40,370,000.

Wastewater Revenue Bonds, Series 2004B

Variable Rate Demand Wastewater Revenue Bonds, Series 2004B were issued on November 1, 2004 in the amount of \$23,975,000 and were scheduled to mature on June 1, 2034. The bond's variable rate coupons tracked the Securities Industry Financial Markets Association (SIFMA) Municipal Swap Index. The bond proceeds were used to finance the cost of certain capital improvements to the City's wastewater system (Headworks and Septic System Conversion Projects). The City entered into an interest rate exchange agreement with respect to the bonds with Royal Bank of Canada. The swap agreement was scheduled to terminate by its term on June 1, 2034. On August 26, 2008, the bonds were remarketed with the issuance of an irrevocable, direct-pay letter of credit by Union Bank of California, N.A. On July 17, 2013, Union Bank renewed the letter of credit through August 26, 2016.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

II. **DETAILED NOTES ON ALL FUNDS (Continued)**

G. **Long-term Debt (Continued)**

Wastewater Revenue Bonds, Series 2004B (Continued)

MUFG Union Bank subsequently granted extensions of the letter of credit through January 31, 2018. On January 25, 2018, the letter of credit was remarketed and replaced with an irrevocable direct-pay letter of credit by Wells Fargo through January 25, 2021. These bonds were refunded in November 2018 using a portion of the proceeds from the sale of the Wastewater Revenue Refunding Bonds, Series 2018. Both the letter of credit and the interest rate exchange agreement were terminated as part of the refunding.

Wastewater Revenue Bonds, Series 2006

Wastewater Revenue Bonds, Series 2006 were issued on April 27, 2006 in the amount of \$12,575,000. These bonds carried a net interest cost of 4.788% and were scheduled to mature on June 1, 2036. The proceeds from the sale of the bonds were used to finance the cost of certain capital improvements to the City's wastewater system (Headworks Project) to address master-planned increases in sewer capacity needs in the north and northwest portions of the City, and to correct existing wastewater system deficiencies. These bonds were refunded in November 2018 using a portion of the proceeds from the sale of the Wastewater Revenue Refunding Bonds, Series 2018.

Wastewater Revenue Refunding Bonds, Series 2013

The City has pledged all net system revenues to the payment of the Wastewater Revenue Refunding Bonds, Series 2013. Bonds were issued on October 30, 2013 in the amount of \$21,384,064 to refund \$21,205,000 in outstanding wastewater bonds issued on March 1, 2003. These bonds carry a net interest cost of 2.78% and mature on June 1, 2020. This refunding resulted in an economic gain of \$1,935,850 and a cash flow savings of \$2,115,161. The balance outstanding as of June 30, 2019 is \$3,276,168. The Installment Payments on these bonds are secured by a first priority lien on the net system revenues (as defined in the trust indenture) of the City's wastewater fund. Such obligation exists through the maturity date of the bonds at June 1, 2020.

Wastewater Revenue Refunding Bonds, Series 2014

Wastewater Revenue Refunding Bonds, Series 2014 were issued on November 18, 2014 in the amount of \$71,985,000 to refund the Wastewater Revenue Refunding Bonds, Series 2004 issued on June 22, 2004 with outstanding balance of \$80,000,000. These bonds carry a net interest cost of 4.211% and mature on June 1, 2034. The balance outstanding as of June 30, 2019 is \$71,985,000.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

II. **DETAILED NOTES ON ALL FUNDS (Continued)**

G. **Long-term Debt (Continued)**

Wastewater Revenue Refunding Bonds, Series 2014 (Continued)

The City has pledged all net wastewater revenues and all amounts on deposit in the Revenue Fund for the payment of the 2014 Installment Payments and the outstanding Parity Obligations.

Parity Obligations as described on these bonds are 2013 Installment Payments, 2006 Installment Payments, and 2004 Installment Payments. The Installment Payments on these bonds are secured by a first priority lien on the net system revenues (as defined in the trust indenture) of the City's wastewater fund. Such obligation exists through the maturity date of the bonds at June 1, 2034.

Wastewater Revenue Refunding Bonds, Series 2018

The City has pledged all net wastewater revenues and all amounts on deposit in the Revenue Fund for the payment of the 2018 Installment Payments and outstanding Parity Obligations. Parity Obligations as described on these bonds are Series 2013 and 2014. The Installment Payments on these bonds are secured by a first priority lien on the net system revenues of the City's wastewater fund. These bonds were issued on November 14, 2018 in the amount of \$24,550,000. These bonds carry a net interest cost of 3.6% and mature on June 1, 2034. A portion of the proceeds were used to advance refund all the outstanding principal amount of \$14,675,000 of the Wastewater Revenue Project Bonds, Series 2004B and \$9,385,000 of the Wastewater Revenue Project Bonds, Series 2006 and finance the termination payment with respect to an interest rate swap relating to the 2004 Bonds. This refunding resulted in an economic gain of \$1,812,042 and a cash flow savings of \$2,282,549. The balance outstanding as of June 30, 2019 is \$23,300,000.

Housing Authority 2004 Capital Fund Revenue Bonds

The Oxnard Housing Authority issued Affordable Housing Agency Certificates of Participation, Series 2004 (Oxnard's Santa Clara Projects) on April 26, 2004 in the amount of \$10,370,000, evidencing a proportionate ownership interest in debt service payments to be made with respect to certain Capital Fund Revenue Bonds, Series 2004, issued by the Oxnard and Santa Clara Housing Authorities in the amounts of \$5,820,000 and \$4,550,000, respectively. Each certificate represents a proportionate ownership interest of the holder in the right to receive debt service payments made with respect to the bonds. The obligation of the housing authorities under their respective bond indentures are independent and neither is obligated for the payment of principal or interest on the bonds of the other housing authority.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

II. **DETAILED NOTES ON ALL FUNDS (Continued)**

G. **Long-term Debt (Continued)**

Housing Authority 2004 Capital Fund Revenue Bonds (Continued)

The bonds were issued to finance certain capital projects of the Housing Authority, with interest ranging from 2.00% to 4.95%, maturing on April 1, 2024. The outstanding balance as of June 30, 2019 is \$1,955,000.

Arbitrage

The Tax Reform Act of 1986 instituted certain arbitrage restrictions with respect to the issuance of tax exempt bonds after August 31, 1986. Arbitrage regulations deal with the investment of all tax exempt bond proceeds at an interest yield greater than the interest yield paid to bondholders. Generally, all interest paid to bondholders can be retroactively rendered taxable if applicable rebates are not reported and paid to the Internal Revenue Service (IRS) at least every five years. During the current year, the City performed calculations of excess investment earnings on various bonds and financings. Liabilities were calculated for the issues and rebate payments were made as appropriate. No arbitrage liability existed at June 30, 2019.

Credit Rating

As of June 30, 2019, The City's issuer credit rating was "A" while maintaining ratings of "A-", "A" and "A-" for General (Lease Revenue), Water and Wastewater Funds, respectively.

Debt with Pledged Revenue

The City has pledged all net water system revenues and all amounts on deposit in the Revenue Fund for the payment of the bond Installment Payments and the outstanding Parity Obligations. The water net system revenues will not be used for any other purpose while any of the Installment Payments remain unpaid provided, however, that out of the net water system revenues, there may be apportioned such sums for purposes as permitted by the Installment Purchase Agreements.

Principal and interest paid for the current year and net water revenue were \$12,776,215 and \$24,979,641, respectively. The debt service coverage ratio of 196% is in compliance with the ratio required by bond covenants. Those covenants require coverage equal to at least 100% of debt payments plus unrestricted reserves equal to the difference between 125% of principal and interest payments and net water revenues.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

II. **DETAILED NOTES ON ALL FUNDS (Continued)**

G. **Long-term Debt (Continued)**

Debt with Pledged Revenue (Continued)

If the debt coverage ratio is below 100% of principal and interest payments the trustee can declare the bonds in default and pursue remedies provided for in the Installment Purchase Agreement.

The City has pledged all net wastewater system revenues and all amounts on deposit in the Revenue Fund for the payment of the bond Installment Payments and the outstanding Parity Obligations. The wastewater net system revenues will not be used for any other purpose while any of the Installment Payments remain unpaid provided, however, that out of the net wastewater system revenues, there may be apportioned such sums for purposes as permitted by the Installment Purchase Agreements.

Principal and interest paid for the current year and net wastewater revenue were \$8,727,701 and \$25,911,191, respectively. The debt service coverage ratio of 297% is in compliance with the ratio required by bond covenants. Those covenants require coverage equal to at least 100% of debt payments plus unrestricted reserves equal to the difference between 125% of principal and interest payments and net wastewater revenues. If the debt coverage ratio is below 100% of principal and interest payments the trustee can declare the bonds in default and pursue remedies provided for in the Installment Purchase Agreement.

The U.S. Department of Housing and Urban Development has approved the issuance of the Oxnard Housing Authority bonds and the certificates and has authorized the Authority to pledge and assign its Capital Fund Program monies to the payment of the bonds and, therefore, the certificates. During the year, \$818,733 of Capital Fund Grant revenue was earned, of which, \$335,000 was applied to the repayment of the bonds.

Lease Purchase Agreements

2012 Lease Purchase Agreement

On August 1, 2012, the City entered into a Lease Purchase Agreement with Capital One Public Funding, LLC in the amount of \$5,570,838, for the purpose of refinancing the 1999 Certificate of Participation, with interest rate of 3.54% and final maturity date on June 1, 2028. The refunding resulted in an overall cash flow savings of \$658,975 and economic gain of \$566,623, percentage savings of 9.3%. The outstanding balance as of June 30, 2019 is \$3,282,009. These lease payments constitute obligations of the City's General Fund. Such obligation exists through the maturity date of the lease at June 1, 2028.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

II. **DETAILED NOTES ON ALL FUNDS (Continued)**

G. **Long-term Debt (Continued)**

2014 Lease Purchase Agreement

On January 1, 2014, the City entered into a Lease Agreement with Oxnard Fire Station, LLC for the lease of the Oxnard Fire Station #8 in the amount of \$13,813,065. Total lease payments beginning June 1, 2016 through December 31, 2031 amount to \$20,359,994, including interest of \$6,063,301. These lease payments constitute obligations of the City's General Fund. Such obligation exists through the maturity date of the lease at December 1, 2031. The outstanding balance as of June 30, 2019 is \$12,146,695.

The base rental is equal to the principal and interest payable with respect to the Revenue Bonds (Oxnard Fire Station Project) 2014 Series A and Revenue Bonds (Oxnard Fire Station Project) 2014 Series B (Taxable) issued by the California Municipal Finance Authority (Authority) in the amount of \$15,160,000 and \$220,000 respectively. The Authority loaned the proceeds of the bonds to Oxnard Fire Station, LLC to finance the construction of the Oxnard Fire Station #8.

Direct Borrowings - Governmental Activities

Capital Lease Obligations

B of A Capital Lease 2009

On September 1, 2009, the City entered into a Master Equipment Lease Purchase Line of Credit Agreement with Bank of America in an amount not to exceed \$10 million for the purpose of acquiring vehicles and other capital assets. Total machinery and equipment acquired under this lease was \$9,075,849. As of June 30, 2019, the total outstanding balance on this line of credit was \$406,548. Lease payments constitute obligations of the City's General Fund. Such obligation exists through the maturity date of the lease at October 1, 2020.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

II. **DETAILED NOTES ON ALL FUNDS (Continued)**

G. **Long-term Debt (Continued)**

B of A Capital Lease 2018

On March 30, 2018, the City entered into an Equipment Lease/Purchase Agreement with Banc America Capital Corporation in an amount not to exceed \$5 million for the purpose of acquiring ERP software system, public safety communication equipment and vehicles, fire apparatus and vehicles, and other capital assets. As of June 30, 2019, the total outstanding balance on this line of credit was \$4,225,259. The lease payments constitute obligations of the City's General Fund. Such obligation exists through the maturity date of the lease, \$2 million due on March 30, 2023 and \$3 million due on March 30, 2025.

Direct Borrowings - Business-Type Activities

Capital Lease Obligations

B of A Capital Lease 2009

On September 1, 2009, the City entered into a Master Equipment Lease Purchase Line of Credit Agreement with Bank of America in an amount not to exceed \$10 million for the purpose of acquiring vehicles and other capital assets. Total machinery and equipment acquired under this lease was \$1,066,683. As of June 30, 2019, the total outstanding balance on this line of credit was \$24,930. The lease payments on these bonds constitute obligations of the City's Enterprise Funds. Such obligation exists through the maturity date of the lease at October 1, 2020.

B of A Capital Lease 2018

On March 30, 2018, the City entered into an Equipment Lease/Purchase Agreement with Banc America Capital Corporation in an amount not to exceed \$5 million for the purpose of acquiring refuse trucks, and vehicles. As of June 30, 2019, the total outstanding balance on this line of credit was \$4,565,445. The lease payments constitute obligations of the City's Environmental Resource Fund. Such obligation exists through the maturity date of the lease on March 30, 2025.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
FOR THE YEAR ENDED JUNE 30, 2019

II. **DETAILED NOTES ON ALL FUNDS (Continued)**
G. **Long-term Debt (Continued)**

Housing Authority Community Development Commission Note Payable

The Authority entered into a note agreement dated July 21, 2009, secured by a deed of trust, in the amount of \$350,000 payable to the City of Oxnard Community Development Commission ("CDC") to finance the development of affordable housing units on Cuesta del Mar in the Southwinds Redevelopment Project Area in the City of Oxnard. The principal balance on the note bears interest at the rate of interest paid in the Local Agency Investment Fund (LAIF) plus 1% per annum. Payments are to be made annually, commencing on January 30, of the year following the issuance of the first Certificate of Occupancy for the project, and each January 30 thereafter. As of June 30, 2014, the project was considered permanently stalled and would not be completed. The loan is to be payable in one lump sum payment due sixty (60) days after the anniversary of the failure to complete project determination. There is an option to extend the repayment date for a period not to exceed two years as approved by the CDC's Director. The outstanding balance at June 30, 2019 is \$269,710.

Capital Lease Obligations are collateralized by equipment purchased and unspent proceeds held in escrow. In the event of default, the lender has the right to seize the collateral and/or call the debt.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

II. **DETAILED NOTES ON ALL FUNDS (Continued)**

G. **Long-term Debt (Continued)**

Debt Service

The annual debt service requirements are shown below for all long-term debt:

GOVERNMENTAL ACTIVITIES (1)	BONDS, COP, & CAPITAL LEASES		DIRECT BORROWINGS		TOTAL
	PRINCIPAL	INTEREST	PRINCIPAL	INTEREST	
FISCAL YEAR					
2020	\$ 4,718,272	\$ 4,634,084	\$ 1,140,175	\$ 116,589.20	\$ 10,609,120
2021	4,947,974	4,412,695	877,973	86,869	10,325,511
2022	5,172,247	4,183,429	837,961	64,016	10,257,654
2023	5,406,135	3,947,441	860,162	41,815	10,255,553
2024	5,659,565	3,701,096	451,610	21,761	9,834,031
2025 - 2029	30,322,816	13,582,267	463,925	9,446	44,378,453
2030 - 2034	25,226,695	8,311,005	-	-	33,537,700
2035 - 2039	13,765,000	1,318,356	-	-	15,083,356
TOTALS	\$ 95,218,704	\$ 44,090,372	\$ 4,631,806	\$ 340,496	\$ 144,281,379

BUSINESS-TYPE ACTIVITIES (2)	BONDS, COP, & CAPITAL LEASES		DIRECT BORROWINGS		TOTAL
	PRINCIPAL	INTEREST	PRINCIPAL	INTEREST	
FISCAL YEAR					
2020	\$9,717,196	\$ 14,238,043	\$ 742,578	\$ 136,506	\$24,834,323
2021	10,098,227	13,855,437	461,733	122,342	24,537,739
2022	10,588,850	13,360,824	475,953	108,122	24,533,749
2023	11,102,836	12,846,693	490,610	93,465	24,533,604
2024	11,620,064	12,286,341	505,719	78,356	24,490,480
2025 - 2029	64,303,720	52,205,767	2,183,492	152,808	118,845,786
2030 - 2034	81,125,326	34,149,910	-	-	115,275,236
2035 - 2039	53,845,000	15,501,155	-	-	69,346,155
2040-2046	12,425,000	869,750	-	-	13,294,750
TOTALS	\$ 264,826,219	\$ 169,313,920	\$ 4,860,085	\$ 691,599	\$ 439,691,822

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

II. **DETAILED NOTES ON ALL FUNDS (Continued)**
 G. **Long-term Debt (Continued)**

Debt Service (Continued)

FISCAL YEAR	LEASE REVENUE REFUNDING BONDS SERIES 2011 (1)			LEASE REVENUE REFUNDING BONDS SERIES 2014 (1)		
	PRINCIPAL	INTEREST	TOTAL	PRINCIPAL	INTEREST	TOTAL
2020	\$ 505,000	\$ 1,017,733	\$ 1,522,733	\$ 1,020,000	\$ 642,750	\$ 1,662,750
2021	560,000	992,483	1,552,483	1,075,000	591,750	1,666,750
2022	620,000	964,483	1,584,483	1,125,000	538,000	1,663,000
2023	675,000	938,133	1,613,133	1,185,000	481,750	1,666,750
2024	740,000	907,758	1,647,758	1,240,000	422,500	1,662,500
2025 - 2029	4,825,000	3,922,238	8,747,238	7,210,000	1,116,500	8,326,500
2030 - 2034	7,250,000	2,396,100	9,646,100	-	-	-
2035 - 2039	3,805,000	332,350	4,137,350	-	-	-
TOTALS	\$ 18,980,000	\$ 11,471,275	\$ 30,451,275	\$ 12,855,000	\$ 3,793,250	\$ 16,648,250

FISCAL YEAR	LEASE REVENUE REFUNDING BONDS SERIES 2018 (1)			2018 B OF A CAPITAL LEASE (1)		
	PRINCIPAL	INTEREST	TOTAL	PRINCIPAL	INTEREST	TOTAL
2020	\$ 1,355,000	\$ 1,324,750	\$ 2,679,750	\$ 795,266	\$ 106,712	\$ 901,977
2021	1,390,000	1,257,000	2,647,000	816,334	85,643	901,977
2022	1,430,000	1,187,500	2,617,500	837,961	64,016	901,977
2023	1,465,000	1,116,000	2,581,000	860,162	41,815	901,977
2024	1,515,000	1,042,750	2,557,750	451,610	21,761	473,371
2025 - 2029	6,460,000	3,394,500	9,854,500	463,925	9,446	473,371
2030 - 2034	9,065,000	2,336,000	11,401,000	-	-	-
2035 - 2039	3,815,000	385,250	4,200,250	-	-	-
TOTALS	\$ 26,495,000	\$ 12,043,750	\$ 38,538,750	\$ 4,225,258	\$ 329,392	\$ 4,554,651

FISCAL YEAR	GAS TAX REVENUE CERTIFICATE OF PARTICIPATION ISSUED 2007 (1)			2009 MASTER EQUIPMENT LEASE PURCHASE (1)		
	PRINCIPAL	INTEREST	TOTAL	PRINCIPAL	INTEREST	TOTAL
2020	\$ 745,000	\$ 962,800	\$ 1,707,800	\$ 344,909	\$ 9,878	\$ 354,787
2021	775,000	932,400	1,707,400	61,639	1,226	62,865
2022	810,000	899,395	1,709,395	-	-	-
2023	845,000	864,145	1,709,145	-	-	-
2024	880,000	827,480	1,707,480	-	-	-
2025 - 2029	5,005,000	3,502,974	8,507,974	-	-	-
2030 - 2034	6,255,000	2,216,250	8,471,250	-	-	-
2035 - 2039	6,145,000	600,756	6,745,756	-	-	-
TOTALS	\$ 21,460,000	\$ 10,806,200	\$ 32,266,200	\$ 406,548	\$ 11,104	\$ 417,652

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

II. **DETAILED NOTES ON ALL FUNDS (Continued)**
 G. **Long-term Debt (Continued)**

Debt Service (Continued)

FISCAL YEAR	2012 LEASE PURCHASE (1)			2014 LEASE PURCHASE (1)		
	PRINCIPAL	INTEREST	TOTAL	PRINCIPAL	INTEREST	TOTAL
2020	\$ 313,272	\$116,183	\$ 429,455	\$ 780,000	\$ 569,869	\$ 1,349,869
2021	327,974	105,093	433,067	820,000	533,969	1,353,969
2022	337,247	93,483	430,730	850,000	500,569	1,350,569
2023	351,135	81,544	432,679	885,000	465,869	1,350,869
2024	364,565	69,114	433,679	920,000	431,494	1,351,494
2025 - 2029	1,587,816	142,902	1,730,718	5,235,000	1,503,153	6,738,153
2030 - 2034	-	-	-	2,656,695	1,362,655	4,019,350
TOTALS	\$ 3,282,009	\$ 608,321	\$ 3,890,330	\$ 12,146,695	\$ 5,367,577	\$ 17,514,272

FISCAL YEAR	WATER REVENUE PROJECT BONDS SERIES 2010A (2)			WATER REVENUE PROJECT BONDS SERIES 2010B (2)		
	PRINCIPAL	INTEREST	TOTAL	PRINCIPAL	INTEREST*	TOTAL
2020	\$1,695,000	\$ 277,675	\$ 1,972,675	\$ -	\$ 5,786,173	\$ 5,786,173
2021	1,770,000	199,925	1,969,925	-	5,786,173	5,786,173
2022	1,865,000	102,575	1,967,575	-	5,786,173	5,786,173
2023	-	-	-	1,970,000	5,786,173	7,756,173
2024	-	-	-	2,060,000	5,651,838	7,711,838
2025 - 2029	-	-	-	11,735,000	26,025,628	37,760,628
2030 - 2034	-	-	-	14,575,000	21,656,897	36,231,897
2035 - 2039	-	-	-	40,905,000	14,671,830	55,576,830
2040 - 2044	-	-	-	12,425,000	869,750	13,294,750
TOTALS	\$ 5,330,000	\$ 580,175	\$ 5,910,175	\$ 83,670,000	\$ 92,020,635	\$ 175,690,635

FISCAL YEAR	WATER REVENUE PROJECT BONDS SERIES 2012 (2)			WATER REVENUE REFUNDING BONDS SERIES 2014 (2)		
	PRINCIPAL	INTEREST	TOTAL	PRINCIPAL	INTEREST	TOTAL
2020	\$ 475,000	\$ 256,619	\$ 731,619	\$ 1,446,028	\$ 1,084,522	\$ 2,530,550
2021	495,000	237,619	732,619	1,503,227	1,029,573	2,532,800
2022	515,000	212,869	727,869	1,558,850	972,450	2,531,300
2023	540,000	192,269	732,269	1,617,836	913,214	2,531,050
2024	550,000	176,069	726,069	1,680,064	851,736	2,531,800
2025 - 2029	3,125,000	535,794	3,660,794	9,403,720	3,251,782	12,655,502
2030 - 2034	700,000	28,875	728,875	11,330,326	1,323,676	12,654,002
TOTALS	\$ 6,400,000	\$ 1,640,113	\$ 8,040,113	\$ 28,540,051	\$ 9,426,953	\$ 37,967,004

*Interest is presented on a gross basis, excluding Build America Bonds subsidy from the US Treasury.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

II. **DETAILED NOTES ON ALL FUNDS (Continued)**
 G. **Long-term Debt (Continued)**

Debt Service (Continued)

FISCAL YEAR	WATER REVENUE REFUNDING BONDS SERIES 2018 (2)			WASTEWATER REVENUE REFUNDING BONDS SERIES 2013 (2)		
	PRINCIPAL	INTEREST	TOTAL	PRINCIPAL	INTEREST	TOTAL
2020	\$ 1,110,000	\$ 1,943,913	\$ 3,053,913	\$ 3,276,168	\$ 91,077	\$ 3,367,245
2021	1,165,000	1,888,413	3,053,413	-	-	-
2022	1,225,000	1,830,163	3,055,163	-	-	-
2023	1,280,000	1,768,913	3,048,913	-	-	-
2024	1,350,000	1,704,913	3,054,913	-	-	-
2025 - 2029	7,830,000	7,441,563	15,271,563	-	-	-
2030 - 2034	13,470,000	5,028,813	18,498,813	-	-	-
2035 - 2039	<u>12,940,000</u>	<u>829,325</u>	<u>13,769,325</u>	-	-	-
TOTALS	<u>\$ 40,370,000</u>	<u>\$ 22,436,013</u>	<u>\$ 62,806,013</u>	<u>\$ 3,276,168</u>	<u>\$ 91,077</u>	<u>\$ 3,367,245</u>

FISCAL YEAR	WASTEWATER REVENUE REFUNDING BONDS SERIES 2014 (2)			WASTEWATER REVENUE REFUNDING BONDS SERIES 2018 (2)		
	PRINCIPAL	INTEREST	TOTAL	PRINCIPAL	INTEREST	TOTAL
2020	\$ -	\$ 3,599,250	\$ 3,599,250	\$ 1,360,000	\$ 1,105,000	\$ 2,465,000
2021	3,675,000	3,599,250	7,274,250	1,120,000	1,037,000	2,157,000
2022	3,855,000	3,415,500	7,270,500	1,180,000	981,000	2,161,000
2023	4,050,000	3,222,750	7,272,750	1,235,000	922,000	2,157,000
2024	4,250,000	3,020,250	7,270,250	1,300,000	860,250	2,160,250
2025 - 2029	24,670,000	11,691,500	36,361,500	7,540,000	3,259,500	10,799,500
2030 - 2034	<u>31,485,000</u>	<u>4,875,750</u>	<u>36,360,750</u>	<u>9,565,000</u>	<u>1,235,900</u>	<u>10,800,900</u>
TOTALS	<u>\$ 71,985,000</u>	<u>\$ 33,424,250</u>	<u>\$ 105,409,250</u>	<u>\$ 23,300,000</u>	<u>\$ 9,400,650</u>	<u>\$ 32,700,650</u>

FISCAL YEAR	2004 CAPITAL FUND REVENUE BONDS HOUSING AUTHORITY (2)		
	PRINCIPAL	INTEREST	TOTAL
2020	\$ 355,000	\$ 93,815	\$ 448,815
2021	370,000	77,485	447,485
2022	390,000	60,095	450,095
2023	410,000	41,375	451,375
2024	<u>430,000</u>	<u>21,285</u>	<u>451,285</u>
TOTALS	<u>\$ 1,955,000</u>	<u>\$ 294,055</u>	<u>\$ 2,249,055</u>

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

II. **DETAILED NOTES ON ALL FUNDS (Continued)**
 G. **Long-term Debt (Continued)**

Debt Service (Continued)

CITY OF OXNARD COMMUNITY DEVELOPMENT COMMISSION NOTE PAYABLE (2)						
FISCAL YEAR	PRINCIPAL	INTEREST	TOTAL			
2020	\$ 269,710	\$ -	\$ 269,710			
TOTALS	\$ 269,710	\$ -	\$ 269,710			

2009 MASTER EQUIPMENT LEASE PURCHASE (2)				B OF A CAPITAL LEASE 2018 (2)		
FISCAL YEAR	PRINCIPAL	INTEREST	TOTAL	PRINCIPAL	INTEREST	TOTAL
2020	\$ 24,930	\$ 369	\$ 25,299	\$ 447,938	\$ 136,137	\$ 584,075
2021	-	-	-	461,733	122,342	584,075
2022	-	-	-	475,953	108,122	584,075
2023	-	-	-	490,610	93,465	584,075
2024	-	-	-	505,719	78,356	584,075
2025 - 2029	-	-	-	2,183,492	152,808	2,336,300
TOTALS	\$ 24,930	\$ 369	\$ 25,299	\$ 4,565,445	\$ 691,230	\$ 5,256,674

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

II. **DETAILED NOTES ON ALL FUNDS (Continued)**
 G. **Long-term Debt (Continued)**

Special Assessment Bonds

There are various 1915 Act Improvement Districts and Mello-Roos Community Facilities Districts within the City, which have issued special assessment or special tax debt. The debt is secured by liens of special assessments or special taxes on the properties in the districts and is paid by the property owners. The City is not liable under any circumstance for the repayment of the debt, but is only acting as agent for the property owners in collecting the assessments and special taxes, forwarding the collections to fiscal agents to pay the bondholders, and initiating foreclosure proceedings when appropriate.

Accordingly, such special assessment debt is not reflected in the accompanying basic financial statements. Special assessment debt outstanding at June 30, 2019 is as follows:

	<u>AMOUNT</u>
Rice Avenue/Highway 101 Interchange Assessment District	
Local Obligation Revenue Bonds (2012 Special District Bond Refinancing to refund 1915 Act Limited Obligation Bonds)	\$ 9,160,000
City of Oxnard Community Facilities District 1 (Westport)	
Local Obligation Revenue Bonds (2012 Special District Bond Refinancing to refund CFD No. 2000-3 Bonds)	7,455,000
Oxnard Boulevard Interchange Community Facilities District 2000-3	
Local Obligation Revenue Bonds (2012 Special District Bond Refinancing to refund CFD No. 1 Bonds)	5,635,000
Oxnard Boulevard/Highway 101 Interchange Assessment District 2000-1	
1915 Act Improvement Limited Obligation Bonds	1,620,000
Community Facilities District No. 3	
Special Tax Refunding Bond 2013 (Seabridge Mandalay Bay)	<u>24,900,000</u>
TOTAL	<u><u>\$ 48,770,000</u></u>

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

II. DETAILED NOTES ON ALL FUNDS (Continued)

H. Compensated Absences

The accrual for compensated absences was reported as follows as of June 30, 2019:

	BALANCE JULY 1, 2018	ADDITIONS	PAYMENTS	BALANCE JUNE 30, 2019	DUE WITHIN ONE YEAR
GOVERNMENTAL ACTIVITIES					
General Fund	\$ 15,249,023	\$ 9,280,902	\$ 9,250,262	\$ 15,279,663	\$ 10,050,917
Internal Service Fund	950,510	740,667	744,389	946,788	645,500
	<u>16,199,533</u>	<u>10,021,569</u>	<u>9,994,651</u>	<u>16,226,451</u>	<u>10,696,417</u>
BUSINESS-TYPE ACTIVITIES					
Water	499,122	394,451	424,292	469,281	382,500
Wastewater	488,130	570,535	525,725	532,940	455,000
Environmental resources	956,510	903,386	784,156	1,075,740	687,500
Oxnard Housing Authority	466,968	301,374	264,788	503,554	36,500
	<u>2,410,730</u>	<u>2,169,746</u>	<u>1,998,961</u>	<u>2,581,515</u>	<u>1,561,500</u>
TOTALS	<u>\$ 18,610,263</u>	<u>\$ 12,191,315</u>	<u>\$ 11,993,612</u>	<u>\$ 18,807,966</u>	<u>\$ 12,257,917</u>

Accrued compensated absences includes an adjustment of \$550,917 for California Labor Code Section 4850 benefits for public employees in a specified class.

I. Fund Balances

The following funds/subfunds had deficit fund balances as of June 30, 2019:

	AMOUNT
LMD #31-Rancho De La Rosa	\$ 30,191
Fund 172	422,756
Fund 177	11,012
Water Resource Grant	58,373
Fund 185	198,408
Transportation Grant	27,948
Gang Violence Suppression Grant	287,120
Homeland Security Grant	9,216
21st Century CLCP-ASES Program	19,097
CDBG Entitlement	5,498
Public Liability/Property Damage	4,249,598
Workers' Compensation	16,683,380
Information Services	398,338
Facilities Maintenance	2,208,953
Equipment Maintenance	5,773,405

Deficits in grant funds represent expenditures pending reimbursement by grantors or final closeout of grants. Deficits in risk management funds (Public Liability and Workers' Compensation) resulted from implementing more conservative actuarial assumptions regarding claims liabilities. The other internal service fund deficits are adjusted annually as part of regular budget reviews.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

II. **DETAILED NOTES ON ALL FUNDS (Continued)**

I. **Fund Balances (Continued)**

In prior years, the unassigned fund balance for the General Fund group included the amount outstanding of a loan approved by City Council in 2015 from the basic General Fund (101) to the Measure "O" (Half-Cent Sales Tax) Fund (104). Beginning this year, the amount of the loan outstanding is shown, instead, as Committed to Measure "O" eligible services on the balance sheet for Governmental Funds.

J. **Prior-Period Adjustments**

Effective July 1, 2019, the City made restatements to the fund balances as follows:

	NONMAJOR FUND	OXNARD HOUSING AUTHORITY
<u>Fund Balance</u>		
<u>Unadjusted Fund Balance</u>	\$ 57,219,638	\$ 15,416,001
<u>Correction of Errors</u>		
To record grant receivable adjustment	17,548	
To record note receivable and related interest	-	2,509,684
<u>Adjusted Fund Balance, July 1, 2018</u>	<u>\$ 57,237,186</u>	<u>\$ 17,925,685</u>

The net effect of the prior-period adjustments to change in net position for the year ended June 30, 2018 was not determined. The effect to net position for the year ended June 30, 2019 was \$17,548 for governmental activities and \$2,509,684 for business-type activities.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

III. DEFINED BENEFIT PENSION PLANS AND OTHER POST-EMPLOYMENT BENEFITS

The City provides pension benefits to its employees through four defined benefit plans: CalPERS Miscellaneous Plan, CalPERS Police Plan, CalPERS Fire, and PARS Plan. Pension expense for all plans totaled \$41,891,105 for the year ended June 30, 2019. Total pension liabilities, fiduciary net position and net pension liabilities for all plans as of June 30, 2019 are as follows:

	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability/(Asset)
Miscellaneous Plan	\$ 474,302,487	\$ 354,325,114	\$ 119,977,373
Safety – Police	379,107,460	281,039,679	98,067,781
Safety – Fire	159,582,794	108,401,880	51,180,914
PARS Retirement Enhancement Plan	93,832,628	77,306,831	16,525,797
TOTALS	<u>\$ 1,106,825,369</u>	<u>\$ 821,073,504</u>	<u>\$ 285,751,865</u>

1. California Public Employees' Retirement System

A. Retirement Plan Description

The City contributes to the California Public Employees' Retirement System (CalPERS), an agent multiple-employer public employee defined benefit plan, which acts as a common investment and administrative agent for participating public entities within the State of California. The City participates in agent multiple-employer plans for its Miscellaneous 2% at 55 and 2% at 62 and Police 3% at 50 and 2.7% at 57, and in the cost-sharing plan for its Fire 3% at 50 and 2.7% at 57. Benefit provisions and all other requirements are established by State statutes within the Public Employees' Retirement Law. City of Oxnard selects optimal benefit provisions and adopts those benefits through local ordinance. Copies of CalPERS' annual financial report may be obtained from the CalPERS Executive Office, 400 "P" Street, Sacramento, CA 95814 or from the CalPERS website <http://www.calpers.ca.gov>. During the year ended June 30, 2013, the California's Public Employees' Pension Reform Act (PEPRA) went into effect. PEPRA requires new benefits and member contributions for new members as defined by PEPRA that are hired after January 1, 2013. Employees who were CalPERS members before January 1, 2013 are considered "Classic Members."

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

III. DEFINED BENEFIT PENSION PLANS AND OTHER POST-EMPLOYMENT BENEFITS (Continued)

1. California Public Employees' Retirement System (Continued)

B. Benefits Provided

CalPERS provides service retirement and disability benefits, annual cost-of-living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full time employment.

Classic members or PEPRA Safety members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. PEPRA Miscellaneous members become eligible for retirement at age 52 with at least five years of service. The service retirement benefit is a monthly allowance taking into account the benefit factor, years of service, and final compensation. The benefit factor depends on the benefit formula specified in the employer's contract. The years of service is the amount credited by CalPERS to a member while he or she is employed in this group. The final compensation is the monthly average of the member's highest 12 consecutive months' full-time equivalent monthly pay.

All members are eligible for nonduty disability benefits after 5 years of service. The death benefit is one of the following: the Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The standard death benefit for Safety members is the Special Death Benefit. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

C. Contributions

Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. The total plan contributions are determined through the CalPERS' annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The employer is required to contribute the difference between the actuarially-determined rate and the contribution rate of employees.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

III. DEFINED BENEFIT PENSION PLANS AND OTHER POST-EMPLOYMENT BENEFITS (Continued)

1. California Public Employees' Retirement System (Continued)

C. Contributions (Continued)

Participants in the Miscellaneous and Safety plans are required to contribute a percentage of their annual covered salary. The City pays a portion of the contributions required of City employees on their behalf in accordance with respective memoranda of understanding (MOUs). The City is required to contribute the actuarially-determined remaining amounts necessary to fund the benefits for its members.

For the year ended June 30, 2019, the City's total contributions for the Miscellaneous and Safety Plans were \$30,242,219. The City's contributions recognized as part of the pension expense for the year ended June 30, 2019 was \$26,543,918 for the Miscellaneous and Safety Plans.

The Plan's provisions and benefits in effect at June 30, 2019 are summarized as follows:

	Miscellaneous	
	<u>Prior to January 1, 2013</u>	<u>On or After January 1, 2013</u>
Hire date		
Benefit formula	2.0% at 55	2.0% at 62
Benefit vesting schedule	5 years of service	5 years of service
Benefit payments	monthly for life	monthly for life
Retirement age	50 - 67+	52 - 67+
Monthly benefits, as a percentage of eligible compensation	1.43% to 2.42%	1.00% to 2.50%
Required employee contribution rates	7.00%	6.00%
Required employer contribution rates plus unfunded accrued liability	8.039% \$ 7,344,982	8.039% \$ -

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

III. DEFINED BENEFIT PENSION PLANS AND OTHER POST-EMPLOYMENT BENEFITS (Continued)

1. California Public Employees' Retirement System (Continued)

C. Contributions (Continued)

	Safety – Police	
	Prior to	On or After
	January 1, 2013	January 1, 2013
Hire date		
Benefit formula	3.0% at 50	2.7% at 57
Benefit vesting schedule	5 years of service	5 years of service
Benefit payments	monthly for life	monthly for life
Retirement age	50 - 55+	50 - 57+
Monthly benefits as a percentage of eligible compensation	3.00%	2.00% to 2.70%
Required employee contribution rates	9.00%	13.75%
Required employer contribution rates plus unfunded accrued liability	24.483% \$ 6,837,182	24.483% \$ -

	Safety – Fire	
	Prior to	On or After
	January 1, 2013	January 1, 2013
Hire date		
Benefit formula	3.0% at 50	2.7% at 57
Benefit vesting schedule	5 years of service	5 years of service
Benefit payments	Monthly for life	Monthly for life
Retirement age	50 - 55+	50 - 57+
Monthly benefits as a percentage of eligible compensation	3.00%	2.00% to 2.70%
Required employee contribution rates	9.00%	12.25%
Required employer contribution rates plus unfunded accrued liability	22.346% \$ 3,249,700	12.965% \$ 5,014

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

III. DEFINED BENEFIT PENSION PLANS AND OTHER POST-EMPLOYMENT BENEFITS (Continued)

1. California Public Employees' Retirement System (Continued)

C. Contributions (Continued)

At June 30, 2018 (measurement date), the following employees were covered by the benefit terms of the Plan:

Plan Members	Number of Members		
	Miscellaneous Plan	Safety Plan - Police	Safety Plan - Fire
Active	962	226	113
Transferred	603	35	31
Terminated	1,291	37	11
Retired and beneficiaries	1,036	275	133
TOTALS	3,892	573	288

D. Actuarial Methods and Assumptions Used to Determine Total Pension Liability

The June 30, 2018 total pension liabilities were based on the following actuarial methods and assumptions:

Actuarial Cost Method	Entry Age Normal
Asset Valuation Method	Market Value
Actuarial Assumptions	
Discount Rate	7.15%
Inflation	2.50%
Salary Increases	Varies by Entry Age and Service
Payroll Growth	3.00%
Investment Rate of Return	7.5% Net of Pension Plan Investment and administrative expenses; includes inflation
Mortality Rate Table ¹	Derived using CalPERS Membership Data for all funds
Post Retirement Benefit Increase	Contract COLA up to 2.75% until Purchasing Power Protection Allowance Floor on Purchasing Power applies 2.75% thereafter

¹ The mortality table was developed based on CalPERS specific data. The table includes 20 years of mortality improvements using Society of Actuaries Scale BB.

All other actuarial assumptions used in the June 30, 2017 valuation were based on the results of an actuarial experience study for the period from 1997 to 2011, including updates to salary increase, mortality, and retirement rates. The Experience Study report can be obtained at CalPERS' website under Forms and Publications.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
FOR THE YEAR ENDED JUNE 30, 2019

III. DEFINED BENEFIT PENSION PLANS AND OTHER POST-EMPLOYMENT BENEFITS (Continued)

1. California Public Employees' Retirement System (Continued)

E. Discount Rate

The discount rate used to measure the total pension liability was 7.15%. To determine whether the municipal bond rate should be used in the calculation of a discount rate for each plan, CalPERS stress tested plans that would most likely result in a discount rate that would be different from the actuarially-assumed discount rate. Based on the testing, none of the tested plans run out of assets. Therefore, the current 7.15% discount rate is adequate and the use of the municipal bond rate calculation is not necessary. The long-term expected discount rate of 7.15% is applied to all plans in the Public Employees Retirement Fund. The stress test results are presented in a detailed report called "GASB Crossover Testing Report" that can be obtained at CalPERS' website under the GASB 68 section.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Such cash flows were developed assuming that both members and employers will make their required contributions on time and as scheduled in all future years. Using historical returns of all the funds' asset classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11-60 years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equivalent to the single equivalent rate calculated above and rounded down to the nearest one quarter of one percent.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

III. DEFINED BENEFIT PENSION PLANS AND OTHER POST-EMPLOYMENT BENEFITS (Continued)

1. California Public Employees' Retirement System (Continued)

E. Discount Rate (Continued)

The table below reflects long-term expected real rate of return by asset class. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation. These geometric rates of return are net of administrative expenses.

<u>Asset Class</u>	<u>New Strategic Allocation</u>	<u>Rate of Return⁽¹⁾ Years 1 - 10</u>	<u>Rate of Return⁽²⁾ Years 11+</u>
Global Equity	47.00%	4.90%	5.38%
Global Fixed Income	19.00%	0.80%	2.27%
Inflation Sensitive	6.00%	0.60%	1.39%
Private Equity	12.00%	6.60%	6.63%
Real Estate	11.00%	2.80%	5.21%
Infrastructure and Forestland	3.00%	3.90%	5.36%
Liquidity	2.00%	-0.40%	-0.90%

⁽¹⁾ An expected inflation of 2.5% used for this period

⁽²⁾ An expected inflation of 3.0% used for this period

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

III. DEFINED BENEFIT PENSION PLANS AND OTHER POST-EMPLOYMENT BENEFITS (Continued)

1. California Public Employees' Retirement System (Continued)

F. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions

The City's net pension liability is measured as the total pension liability less the pension plan's fiduciary net position. The net pension liability of each of the Plans is measured as of June 30, 2018, and the total pension liability for the Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2017, rolled forward to June 30, 2018, using standard update procedures. The following tables show the plan fiduciary net position and the net pension liabilities for the Miscellaneous and Safety-Police Plans and the respective changes in net pension liabilities recognized over the measurement period.

Miscellaneous Plan	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability/(Asset)
Balance at June 30, 2017 (Valuation Date)	\$ 459,922,595	\$ 336,976,981	\$ 122,945,614
Changes Recognized for the Measurement Period			
Service cost	8,114,517	-	8,114,517
Interest on the total pension liability	32,139,899	-	32,139,899
Changes of assumptions	(1,207,957)	-	(1,207,957)
Differences between expected and actual experience	(1,859,096)	-	(1,859,096)
Net Plan to plan resource movement	-	(823)	823
Employer contributions	-	9,799,970	(9,799,970)
Employee contributions (paid by employer)	-	3,693,461	(3,693,461)
Net investment income	-	28,185,278	(28,185,278)
Benefit payments, included refunds of employee contributions	(22,807,471)	(22,807,471)	-
Administrative expense	-	(525,103)	525,103
Other miscellaneous income/(expenses)	-	(997,179)	997,179
Net changes	14,379,892	17,348,133	(2,968,241)
Balance at June 30, 2018 (Measurement Date)	\$ 474,302,487	\$ 354,325,114	\$ 119,977,373

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

III. DEFINED BENEFIT PENSION PLANS AND OTHER POST-EMPLOYMENT BENEFITS (Continued)

1. California Public Employees' Retirement System (Continued)

F. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions (Continued)

Safety – Police Plan	Total Pension	Plan Fiduciary	Net Pension
	Liability	Net Position	Liability/(Asset)
Balance at June 30, 2017 (Valuation Date)	\$ 367,718,233	\$ 262,051,305	\$ 105,666,928
Changes Recognized for the Measurement Period			
Service cost	8,907,068	-	8,907,068
Interest on the total pension liability	25,547,337	-	25,547,337
Changes of assumptions	(2,084,250)	-	(2,084,250)
Differences between expected and actual experience	(4,583,299)	-	(4,583,299)
Net Plan to Plan Resource Movement	-	(652)	652
Employer contributions	-	11,821,073	(11,821,073)
Employee contributions (paid by employer)	-	2,612,259	(2,612,259)
Net investment income	-	22,137,131	(22,137,131)
Benefit payments, included refunds of employee contributions	(16,397,629)	(16,397,629)	-
Administrative expense	-	(408,348)	408,348
Other miscellaneous income/(expenses)	-	(775,460)	775,460
Net changes	11,389,227	18,988,374	(7,599,147)
Balance at June 30, 2018 (Measurement Date)	\$ 379,107,460	\$ 281,039,679	\$ 98,067,781

The following shows the Safety – Fire Plan's proportionate share of the risk pool collective net pension liability over the measurement period.

Safety – Fire Plan	Total Pension	Plan Fiduciary	Net Pension	Proportionate
	Liability	Net Position	Liability/(Asset)	Share of the Collective Net Pension Liability
Balance at June 30, 2017 (Valuation Date)	\$ 155,101,344	\$ 104,216,639	\$ 50,884,705	0.51309%
Net changes during 2017-2018	4,481,450	4,185,241	296,209	0.01804%
Balance at June 30, 2018 (Measurement Date)	\$ 159,582,794	\$ 108,401,880	\$ 51,180,914	0.53113%

The City's proportionate share of the collective net pension liability was determined by CalPERS based on the following allocation methodology:

The schedules of employer allocation by rate plan include three ratios:

- (1) *Actuarial Accrued Liability* - Determined based on the Actuarial Accrued Liability from the most recent Actuarial Valuation Report as of June 30, 2017 used for funding purposes.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

III. DEFINED BENEFIT PENSION PLANS AND OTHER POST-EMPLOYMENT BENEFITS (Continued)

1. **California Public Employees' Retirement System (Continued)**
- F. **Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions (Continued)**

The schedules of employer allocation by rate plan include three ratios (continued):

- (2) Market Value of Assets - Determined based on the sum of the Market Value of Assets (MVA) from the most recent Actuarial Valuation as June 30, 2017 used for funding purposes plus supplemental payments made by employers during the current measurement period to reduce their unfunded actuarial accrued liabilities.
- (3) Contributions - Determined based on the legally- or statutorily-required employer contributions for the fiscal year ended June 30, 2018, including reported contribution adjustments and suspended payroll information. Legally or statutorily required employer contributions were determined by multiplying the employer's contribution rate by the annual benefit compensation (payroll) for the fiscal year and excluding payments for benefit improvements known as Golden Handshakes, which CalPERS considers to be separately financed employer-specific liabilities.

The total pension liability was allocated based on the rate plan's share of the Actuarial Accrued Liability. The fiduciary net position was allocated based on the rate plan's share of the Market Value of Assets. The net pension liability was derived by subtracting the fiduciary net position from the total pension liability. Deferred outflows of resources, deferred inflows of resources, and pension expense were allocated based on the rate plan's share of contributions.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

III. DEFINED BENEFIT PENSION PLANS AND OTHER POST-EMPLOYMENT BENEFITS (Continued)

1. California Public Employees' Retirement System (Continued)

F. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions (Continued)

For the year ended June 30, 2019, the City recognized pension expense of \$19,571,622, \$14,012,079 and \$9,008,626 for the Miscellaneous, Safety – Police, and Safety – Fire Plans, respectively. At June 30, 2019, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to the measurement date:		
Miscellaneous Plan	\$ 11,476,608	\$ -
Safety – Police	13,095,997	-
Safety – Fire	5,669,614	-
Net difference between projected and actual earnings on pension plan investments:		
Miscellaneous Plan	1,099,620	-
Safety – Police	859,024	-
Safety – Fire	346,519	-
Changes of assumptions		
Miscellaneous Plan	6,861,040	791,420
Safety – Police	12,836,237	2,809,169
Safety – Fire	5,021,740	677,523
Differences between expected and actual experiences		
Miscellaneous Plan	-	3,065,401
Safety – Police	422,697	9,077,112
Safety – Fire	1,099,705	4,172
Change in proportion		
Safety – Fire	55,468	805,321
Difference between the employer's contributions and the employer's proportionate share of contributions		
Safety – Fire	867,957	-
TOTALS	\$ 59,712,226	\$ 17,230,118

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

III. DEFINED BENEFIT PENSION PLANS AND OTHER POST-EMPLOYMENT BENEFITS (Continued)

1. **California Public Employees' Retirement System (Continued)**
- F. **Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions (Continued)**

The deferred outflows of resources related to contributions subsequent to the measurement date of \$30,242,219 will be recognized as a reduction of the net pension liability in the year ending June 30, 2020. Other amounts reported as deferred outflows or deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Miscellaneous	
Measurement Period	Deferred Outflows/
Ending June 30	(Inflows) of Resources
2019	\$ 8,339,826
2020	83,160
2021	(3,413,448)
2022	(905,699)
2023	-
TOTAL	\$ 4,103,839

Police	
Measurement Period	Deferred Outflows/
Ending June 30	(Inflows) of Resources
2019	\$ 3,565,605
2020	1,808,727
2021	(1,828,490)
2022	(1,314,165)
2023	-
TOTAL	\$ 2,231,677

Fire	
Measurement Period	Deferred Outflows/
Ending June 30	(Inflows) of Resources
2019	\$ 4,859,424
2020	2,856,127
2021	(1,456,673)
2022	(354,505)
2023	-
TOTAL	\$ 5,904,373

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

III. DEFINED BENEFIT PENSION PLANS AND OTHER POST-EMPLOYMENT BENEFITS (Continued)

1. California Public Employees' Retirement System (Continued)

G. Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the net pension liability of the Plan as of the measurement date, calculated using the discount rate of 7.15%, as well as what the net pension liability would be if it were calculated using a discount rate that is 1 percentage-point lower (6.15%) or 1 percentage-point higher (8.15%) than the current rate:

	Discount Rate - 1% (6.15%)	Current Discount Rate (7.15%)	Discount Rate + 1% (8.15%)
<u>Net Pension Liability (Asset)</u>			
Miscellaneous Plan	\$ 183,908,492	\$ 119,977,373	\$ 67,340,075
Safety – Police	153,069,494	98,067,781	53,328,371
Safety – Fire	<u>73,180,425</u>	<u>51,180,914</u>	<u>33,156,254</u>
TOTALS	<u>\$ 410,158,411</u>	<u>\$ 269,226,068</u>	<u>\$ 153,824,700</u>

2. Public Agency Retirement System Retirement Enhancement Plan

A. Plan Description

The City established a Public Agency Retirement System Retirement Enhancement Plan (PARS), single-employer plan, effective January 1, 2003 for selected groups of miscellaneous employees (non-safety), Service Employees International Union (SEIU), International Union of Operating Engineers (IUOE), Management, and one of the two groups of Confidential employees. PARS is a defined benefit 401 (a) tax-qualified multiple agency trust. It meets the requirements of a pension trust under California Government code. The plan provides supplemental retirement benefits in addition to PERS. Phase II Systems is the PARS Trust Administrator. PARS issues a separate comprehensive annual financial report. Copies of PARS annual financial report may be obtained from the PARS Executive Office, 3961 MacArthur Boulevard, Suite 200, Newport Beach, CA 92660.

During fiscal year 2018-19, the City submitted its notice to terminate the agreement with Phase II Systems, the PARS Trust Administrator effective June 30, 2019. As a result, the plan assets were liquidated and transferred to Matrix Trust Company as Successor Trustee; and the plan will be administered by Mass Mutual effective July 1, 2019.

B. Benefits Provided

For employees meeting the eligibility requirements, the plan provides a benefit equal to the "3% at 60" plan factor (formula is a static 3% at age 60 and older), less the PERS "2% at 55" plan factors for all years of City service plus any military service purchased through PERS (prior to July 1, 2003) while an employee of the City of Oxnard.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

III. DEFINED BENEFIT PENSION PLANS AND OTHER POST-EMPLOYMENT BENEFITS (Continued)

2. Public Agency Retirement System Retirement Enhancement Plan (Continued)

B. Benefits Provided (Continued)

Eligibility for an immediate benefit is defined as reaching age 50, completing five years of Oxnard service, and retiring concurrently from both the City and PERS after leaving City employment. In addition, a deferred benefit would be available to participants who complete five years of service. The City has full discretionary authority to control, amend, modify, or terminate this plan at any time.

At June 30, 2018, the following employees were covered by the benefit:

Description	Number of Members
Active members	320
Inactives entitled to benefit payments	165
Inactives currently receiving benefit payments	425
TOTAL	910

C. Contributions

Employees and the City contribute a total of 8% of eligible employees' gross wages. Current employee and City contributions by employee groups are as follows:

	City Contributions	Employee Contributions
IUOE	2.70%	5.30%
SEIU	3.50%	4.50%
Management and confidential	3.00%	5.00%
Confidential - hourly	2.50%	5.50%

In addition, the City is required to contribute the remaining amounts necessary to fund the benefit to its members using the actuarial basis recommended by PARS actuarial consultants. The actuarially determined contribution for the fiscal year ended June 30, 2019 was 17.2% of eligible employee gross wages. The City contributed \$4,271,191 to PARS for the year ended June 30, 2019. The contributions recognized as part of the pension expense for the plan was \$4,392,047.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

III. DEFINED BENEFIT PENSION PLANS AND OTHER POST-EMPLOYMENT BENEFITS (Continued)

2. Public Agency Retirement System Retirement Enhancement Plan (Continued)

D. Actuarial Methods and Assumptions Used to Determine Total Pension Liability

The June 30, 2018 total pension liabilities were based on the following actuarial methods and assumptions:

Actuarial Cost Method	Entry Age Normal in accordance with the requirement of GASB 68
Actuarial Assumptions	
Discount Rate	6.25%
Mortality, Retirement, Disability, Termination	CalPERS 1997-2015 Experience Study
Investment Rate of Return	6.25%
General Inflation	2.75% annually
Mortality Improvement	Post-retirement mortality projected fully generational with Scale MP-2017
Salary Increases	Aggregate - 3% annually; Merit - CalPERS 1997-2015 Experience Study

E. Discount Rate

The discount rate used to measure the total pension liability for the Plan was 6.25%. The pension trust is projected to have sufficient assets to pay benefits per the Plan's current contribution policy.

The long-term expected rate of return on pension plan investments was based on an assumed long-term asset allocation of 60% equities, 35% fixed, and 5% cash.

F. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions

The City's net pension liability is measured as the total pension liability less the pension plan's fiduciary net position. The net pension liability of the PARS Plan is measured as of June 30, 2018, and the total pension liability for the Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2017.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

III. DEFINED BENEFIT PENSION PLANS AND OTHER POST-EMPLOYMENT BENEFITS (Continued)

2. Public Agency Retirement System Retirement Enhancement Plan (Continued)

F. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions (Continued)

The following table shows the net pension liabilities for the Plan and the respective changes in net pension liabilities recognized over the measurement period.

	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability/(Asset)
Balance at June 30, 2017 (Valuation Date)	\$ 90,818,000	\$ 69,622,000	\$ 21,196,000
Changes Recognized for the Measurement Period			
Service cost	1,696,694	-	1,696,694
Interest on the total pension liability	5,646,888	-	5,646,888
Changes of assumptions	-	-	-
Differences between expected and actual experience	-	-	-
Employer contributions	-	4,392,047	(4,392,047)
Employee contributions (paid by employer)	-	2,076,972	(2,076,972)
Net investment income	-	5,618,833	(5,618,833)
Benefit payments, included refunds of employee contributions	(4,328,954)	(4,328,954)	-
Administrative expenses	-	(74,067)	74,067
Net changes	3,014,628	7,684,831	(4,670,203)
Balance at June 30, 2018 (Measurement Date)	\$ 93,832,628	\$ 77,306,831	\$ 16,525,797

For the year ended June 30, 2019, the City recognized pension benefit of \$701,222, for the PARS Plan. At June 30, 2019, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to the measurement date	\$ 4,271,191	\$ -
Net difference between projected and actual earnings on pension plan investments	-	1,621,308
Changes in assumptions	1,527,000	-
Differences between expected and actual experiences	-	4,046,000
TOTALS	\$ 5,798,191	\$ 5,667,308

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

III. DEFINED BENEFIT PENSION PLANS AND OTHER POST-EMPLOYMENT BENEFITS (Continued)

2. Public Agency Retirement System Retirement Enhancement Plan (Continued)

F. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions (Continued)

The deferred outflows of resources related to contributions subsequent to the measurement date of \$4,271,191 will be recognized as a reduction of the net pension liability in the year ending June 30, 2020. Other amounts reported as deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Measurement Period Ending June 30	Deferred Outflows/ (Inflows) of Resources
2020	\$ (901,577)
2021	(1,459,577)
2022	(1,538,577)
2023	(240,577)
TOTAL	<u><u>\$(4,140,308)</u></u>

G. Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the net pension liability of the Plan as of the measurement date, calculated using the discount rate of 6.25%, as well as what the net pension liability would be if it were calculated using a discount rate that is 1 percentage-point lower (5.25%) or 1 percentage-point higher (7.25%) than the current rate:

	Discount Rate - 1% (5.25%)	Current Discount Rate (6.25%)	Discount Rate + 1% (7.25%)
Net Pension Liability	<u>\$ 28,556,369</u>	<u>\$ 16,525,797</u>	<u>\$ 6,581,667</u>

Early Retirement Incentive Plan

The City adopted through Resolution Number 13,893 a supplemental retirement plan to 48 eligible employees. This plan is administered by Phase II Systems, PARS Trust Administrator. The level of benefit is 7% of the employee's final base pay, payable through the employee's lifetime, with an option of payment for five (5) to ten (10) years, at the employee's election. The Plan is closed to new participants. The City's payable to the plan at June 30, 2019 is \$148,010, payable through 2020.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

III. DEFINED BENEFIT PENSION PLANS AND OTHER POST-EMPLOYMENT BENEFITS (Continued)

Deferred Compensation Plan

The City sponsors a deferred compensation plan that qualifies under Section 457(b) of the Internal Revenue Code (IRC). The Plan accepts payroll-deducted contributions for participant-directed investing. Contributions are limited to an annual maximum amount as established under the IRC. Employee salary reduction contributions are tax deferred and are immediately 100% vested. The assets of the Plan are held in trust for the exclusive benefit of plan participants and their beneficiaries. Plan assets are not the property of the City or subject to the claims of the City's general creditors.

3. Postemployment Benefits Other than Pensions (OPEB)

A. Plan Description

The City has established the City of Oxnard Retiree Health Insurance Plan, a single-employer defined benefit health care plan administered through CalPERS.

Employees who retire from the City and receive a CalPERS pension are eligible for post-employment medical benefits. Retirees can enroll in any of the available CalPERS medical plans. This benefit continues for the life of the retiree and surviving spouse. Benefit provisions for CalPERS are established by the Public Employees Medical and Hospital Care Act (PEMHCA).

B. Benefits Provided

The City contributes the minimum amount allowed under Government Code Section 22825 of the Public Employees Medical and Hospital Care Act. The City's required monthly contributions for calendar years 2019 and 2018 were \$136 and \$133, respectively. The statutory contribution will be indexed by the Medical CPI each year. The required contribution is based on pay-as-you-go financing requirements. Retirees must contribute any premium amounts in excess of the City contribution.

C. Employees Covered by Benefit Terms

At June 30, 2017, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefit payments	362
Inactive employees	517
Active plan members	<u>1,008</u>
	<u><u>1,887</u></u>

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

III. DEFINED BENEFIT PENSION PLANS AND OTHER POST-EMPLOYMENT BENEFITS (Continued)

D. Total OPEB Liability

The City's total OPEB liability of \$35,880,763 was measured as of June 30, 2018, and was determined by an actuarial valuation as of July 1, 2017.

Actuarial assumptions and other inputs. The total OPEB liability in the July 1, 2017 actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Inflation	3.00 percent
Salary increases	3.00 percent, average, including inflation
Healthcare cost trend rates	6.00 percent for 2017, 5.00 percent for 2018 and later years

The discount rate was based on the Municipal Bond 20-Year High Grade Rate Index of 3.62%.

Pre-retirement mortality rates were based on the RP-2014 Employee Mortality Table for Males or Females, as appropriate, without projection. Post-retirement mortality rates were based on the RP-2014 Health Annuitant Mortality Table for Males or Females, as appropriate, without projection.

The actuarial assumptions used in the July 1, 2017 valuation were based on a review of plan experience during the period July 1, 2015 to June 30, 2017.

E. Changes in the Total OPEB Liability

	<u>Total OPEB Liability</u>
Balance at 6/30/2017	\$ 36,120,738
Changes for the year:	
Service Cost	1,967,866
Interest	1,116,107
Changes of benefit terms	-
Differences between expected and actual experience	-
Changes in assumptions or other inputs	(2,392,006)
Benefit payments	(931,942)
Net changes	<u>(239,975)</u>
Balance at 6/30/2018	<u><u>\$ 35,880,763</u></u>

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

III. DEFINED BENEFIT PENSION PLANS AND OTHER POST-EMPLOYMENT BENEFITS (Continued)

E. Changes in the Total OPEB Liability (Continued)

Sensitivity of the total OPEB liability to changes in the discount rate. The following presents the total OPEB liability of the County, as well as what the County's total OPEB liability would be if it were calculated using a discount rate that is 1 percentage point lower (2.62 percent) or 1 percentage point higher (4.62 percent) than the current discount rate (3.62 percent):

	1% Decrease (2.62%)	Discount Rate (3.62%)	1% Increase (4.162%)
Total OPEB liability	\$ 40,887,872	\$ 35,880,763	\$ 31,513,940

Sensitivity of the total OPEB liability to changes in the healthcare cost trend rates. The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1 percentage point lower (5.0 percent decreasing to 4.0 percent) or 1 percentage point higher (7.0 percent decreasing to 6.0 percent) than the current healthcare cost trend rates (6.0 percent decreasing to 5.0 percent):

	1% Decrease (5.0% decreasing to 4.0%)	Trend Rate (6.0% decreasing to 5.0%)	1% Increase (7.0% decreasing to 6.0%)
Total OPEB liability	\$ 30,594,421	\$ 35,880,763	\$ 42,236,967

F. OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended June 30, 2019, the City recognized an OPEB expense of \$2,835,217. At June 30, 2019, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
OPEB contributions subsequent to the measurement date	\$ 1,010,052	\$ -
Differences between expected and actual experience	-	-
Changes of assumptions or other inputs	-	2,100,298
Total	<u>\$ 1,010,052</u>	<u>\$ 2,100,298</u>

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

III. DEFINED BENEFIT PENSION PLANS AND OTHER POST-EMPLOYMENT BENEFITS (Continued)

F. OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB (Continued)

The deferred outflows of resources related to OPEB contributions subsequent to the measurement date of \$1,010,052 will be recognized as a reduction of the total OPEB liability in the year ending June 30, 2020.

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

<u>Year ended June 30</u>	<u>Deferred Inflows of Resources</u>
2020	\$ (291,708)
2021	(291,708)
2022	(291,708)
2023	(291,708)
2024	(291,708)
Thereafter	(641,758)
	<u>\$ (2,100,298)</u>

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
FOR THE YEAR ENDED JUNE 30, 2019

IV. RISK MANAGEMENT

The City provides general liability and workers' compensation insurance under self-insurance programs with an annual limit per occurrence of \$1 million for each program. Excess insurance in the layer of \$1 million to \$25 million is purchased for general liability and \$200 million per year for workers' compensation. The City contracts with outside service agencies to assist in the administration of the self-insurance programs. Estimated liabilities related to outstanding workers' compensation and public liability claims, including estimates for incurred but not reported claims, are based upon actuarial studies and are recorded in internal service funds.

In August 1988, the City adopted a resolution to execute a Joint Powers Agreement (JPA) creating the Big Independent Cities Excess Pool Joint Powers Authority (BICEP), a risk management pool. Through BICEP, five cities share the cost of insuring catastrophic general liability losses incurred by the members for claims between \$1 million and \$25 million, thereby eliminating the need for individual excess commercial insurance policies. The purpose of this JPA is to jointly fund the purchase of reinsurance and the provision of necessary administrative services. Such administrative services may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjustment, and legal defense service. BICEP is governed by a five-member board of directors representing each member city. Each member is appointed and serves at the pleasure of the member city council.

The agreement with BICEP may be terminated with advanced notice provided that no bonds or other obligations of BICEP are outstanding. Upon termination of this agreement, all assets of BICEP shall (after payment of all unpaid costs, expenses, and charges incurred under the agreement) be distributed among the parties in accordance with the respective contributions of each participating city.

All funds of the City participate in general liability and workers' compensation insurance programs and make payments to internal service funds on the basis of loss experience and exposure. The total unpaid claims and claims adjustment expense liability (long-term obligations) of \$31,712,303 recorded at June 30, 2019, is based on results of actuarial studies and includes an estimate for claims incurred but not reported at the balance sheet date. Claims liabilities are calculated considering the effects of inflation, recent claims settlement trends including frequency and amount of payouts, and other economic and societal factors. General liability and workers' compensation liabilities are carried at present value using a discount rate of 1.0%.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

IV. RISK MANAGEMENT (Continued)

In addition, the City is in compliance with the requirements of GASB Statement No. 10, which requires that a liability for claims be reported if information prior to the issuance of the financial statements indicates that it is probable that a liability has been incurred as of the date of the financial statements and the amount of the loss can be reasonably estimated.

A. General Liability

The City is self-insured for general liability claims up to \$1,000,000. The City is covered through Big Independent Cities Excess Pool (BICEP) for claims between \$1,000,000 and \$25,000,000. Self-insured general liability claims are administered through a third-party administrator, with the City Attorney's approval required for settlements over \$15,000. Litigated claims are settled directly through the City Attorney's Office.

The City's contribution to BICEP for general liability coverage in Fiscal Year 2018-2019 was \$1,554,604. During the past five-year period, the average claims filed each year for general liability amounted to 207 claims totaling \$1,434,528 per year (an average of \$6,923 per claim). In addition, there have been no insurance settlements that have exceeded the City's insurance coverage for each of the past three years. Information concerning the BICEP pooled liability insurance program can be obtained at 1750 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833, (800) 541-4591.

The total unpaid claims and claims adjustment expense liability (long-term obligations) recorded at June 30, 2019 was \$6,947,159. The following schedule presents the changes in self-insurance claims liabilities for the past two years:

	PUBLIC LIABILITY AND PROPERTY DAMAGE	
	FY 2018-2019	FY 2017-2018
Unpaid claims and claims adjustment expenses - July 1	<u>\$ 5,500,000</u>	<u>\$ 3,648,503</u>
Incurring Claims and Claims Adjustment Expenses		
Increase (decrease) in provision for insured events	465,812	(32,901)
Increase (decrease) in actuarially incurred but not reported claims (IBNR)	<u>981,347</u>	<u>1,884,398</u>
Total Incurred Claims and Claims Adjustment Expenses	<u>1,447,159</u>	<u>1,851,497</u>
Unpaid claims and claims adjustment expenses - June 30	<u>\$ 6,947,159</u>	<u>\$ 5,500,000</u>
CLAIMS AND JUDGMENTS DUE WITHIN ONE YEAR	<u>\$ 2,824,388</u>	<u>\$ 2,358,576</u>

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

IV. **RISK MANAGEMENT (Continued)**

B. **Workers' Compensation**

The City is self-insured for workers' compensation claims up to \$1,000,000. For claims over \$1,000,000, the City has purchased excess workers' compensation insurance through BICEP. The claims are processed by a third-party administrator similar to general liability claims.

The City's contribution for workers' compensation liability coverage in fiscal year 2018-2019 was \$312,023.

Within the City's self-insured program for workers' compensation, there has been an average of 278 claims filed per year for the past five years, with an average of approximately \$5,777,189 per year in total reported losses (an average of \$20,796 per claim). In addition, there have been no insurance settlements that have exceeded the City's insurance coverage for each of the past three years.

The total unpaid claims and claims adjustment expense liability (long-term obligations) recorded at June 30, 2019 was \$24,765,144.

The following schedule presents the changes in self-insurance claims liabilities for the past two years:

	WORKERS' COMPENSATION	
	FY 2018-2019	FY 2017-2018
Unpaid claims and claims adjustment expenses - July 1	<u>\$ 22,507,825</u>	<u>\$ 14,408,275</u>
Incurred Claims and Claims Adjustment Expenses		
Increase (decrease) in provision for insured events	311,319	2,807,595
Increase (decrease) in actuarially incurred but not reported claims (IBNR)	<u>1,946,000</u>	<u>5,291,955</u>
Total Incurred Claims and Claims Adjustment Expenses	<u>2,257,319</u>	<u>8,099,550</u>
Unpaid claims and claims adjustment expenses - June 30	<u>\$ 24,765,144</u>	<u>\$ 22,507,825</u>
CLAIMS AND JUDGMENTS DUE WITHIN ONE YEAR	<u>\$ 8,900,144</u>	<u>\$ 8,588,825</u>

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

V. OTHER INFORMATION

A. Commitments and Contingencies

As of June 30, 2019, the City had significant construction commitments as follows:

	AMOUNT
Governmental Activities	\$ 119,841,051
Water Fund	23,616,437
Wastewater Fund	12,217,741
Information Systems	890,708
TOTAL	\$ 156,565,937

As of June 30, 2019, the following are outstanding significant governmental and proprietary fund encumbrances that are not reflected in the committed or assigned fund balances of governmental funds or restricted fund balances of proprietary funds.

	AMOUNT
GOVERNMENTAL FUNDS	
General Fund*	\$ 918,697
Developer Fees	486,567
Other nonmajor funds	1,282,281
TOTAL GOVERNMENTAL FUNDS	\$ 2,687,545
PROPRIETARY FUNDS	
Water funds	\$ 723,560
Wastewater funds	4,307,625
TOTAL PROPRIETARY FUNDS	\$ 5,031,185

*Includes \$210,991 of Measure "O" encumbrances.

There are various lawsuits and claims pending against the City. Management believes that all contingencies requiring accrual or disclosure are reflected in these financial statements.

The City has received significant financial assistance from numerous federal governmental agencies in the form of grants and entitlements. The disbursement of funds received under these programs generally require compliance with terms and conditions specified in the grant agreements and are subject to audit by grantor agencies. Any disallowed claims resulting from such audits could become a liability of the City. However, in the opinion of management, liabilities resulting from disallowed claims, if any, will not have a material effect on the City's financial position at June 30, 2019.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

V. OTHER INFORMATION (Continued)

B. Risk and Uncertainties

Measure M Litigation

The Ventura County Superior Court ruled against the City in a suit City of Oxnard v. Aaron Starr. The City's suit claimed that voter initiative M that rolled back Wastewater utility rates adopted in 2016, sponsored by Mr. Starr, was illegal because it would force the City to violate legal and contractual obligations. The City has appealed that judgment. The appeal is in the briefing stage and a decision from the Court of Appeal is not expected until the summer or fall of 2020. If the judgment is upheld the City may be liable for refund of the difference between the 2016 and pre-2016 rates collected pursuant to a stay issued by the court for the period following the date the initiative took effect through the date the 2017 rates took effect.

Amounts collected above the rates in effect before the challenged new rates were adopted in 2016 and until new rates were adopted in 2017 are estimated at \$5.9 million. A separate class action lawsuit was filed that would determine the amount of the refund and the method of repayment. Other costs, including legal fees, would increase costs associated with the Court's adverse ruling by an undetermined amount. The City believes that, even if the appellate court affirms the trial court's adverse decision, it will not have a material impact on the City's ability to maintain its wastewater operations.

Infrastructure Use Fee Litigation

The City is currently a party in a suit filed with the Ventura County Superior Court, Aaron Starr v. City of Oxnard. Mr. Starr filed suit against the City to challenge the legality of the City's collection of infrastructure use fees (IUF) paid by the City's utility funds (water, wastewater and solid waste enterprise funds) to the City's General Fund and Street Maintenance Fund. Plaintiff alleges the City's IUF is not based on actual costs associated with utility operations. He seeks an order directing the City to cease its IUF transfers and to refund IUF revenues transferred to the General Fund and Street Maintenance Fund in the last three years back to the utility enterprise funds to the extent those transfers exceeded actual costs attributable to utilities. He does not seek a refund to utility ratepayers. The City intends to vigorously oppose plaintiff's claims however the outcome of this litigation is uncertain. A ruling in favor of Mr. Starr could potentially compel the City to transfer approximately \$21 million to the City's Wastewater, Water and Environmental Resources Funds from the City's Street Maintenance Fund and General Fund. No trial date has been set.

Retirement System Contributions in Arrears

In August, 2018 the City received bills totaling \$237,000 from the California Public Employees Retirement System (PERS) for retirement system contributions not paid by the City on behalf of four employees during the prior 20 years.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

V. OTHER INFORMATION (Continued)

B. Risk and Uncertainties (Continued)

Retirement System Contributions in Arrears (Continued)

Additional part time or temporary employees worked enough hours to qualify for membership in the PERS system but were also not enrolled by the City in the system as required by law. As a result, the City became liable for retroactive payment of both the employer and employee contributions for those employees, as well.

The additional liability for the remaining affected employees totals \$2 million. The entire \$2.2 million was recorded as an expense during fiscal year 2018-19 in the General Fund, because that is the fund out of which the employees were originally paid.

Community Facilities District Elections

Three initiative measures affecting service charges in Community Facilities Districts (CFD) 3 and 4 for "Seabridge at Mandalay Bay" development were adopted by majorities of electors in the November 6, 2018 election. Measure F reduced the level of special taxes levied in CFD-4 by approximately by 28.2%, Measure I reduced payments for Harbor Patrol services paid by CFD-4 by 80%, and Measure H capped payment of City costs for bond administration and district management for CFD-3 to \$5,000 a year through the life of the CFD.

The long term impact of implementing these measures on property values providing the security of Seabridge CFD-3 bonds totaling \$25,605,000 at June 30, 2018 is unknown and cannot be estimated at this time. None of the measures could reduce the special tax levied to make bond payments.

In management's opinion, the passage of these measures may materially affect the financial condition of the Seabridge CFDs but will not have a material effect on the City of Oxnard.

C. Subsequent Events

On October 31, 2019, the S&P Global Ratings revised the outlook to positive from stable and affirmed its A issuer credit rating on City of Oxnard and its A- long-term rating and underlying rating on appropriation debt for which the city is obligor. The City of Oxnard Financing Authority is in the process of issuing Lease Revenue Bonds, Series 2019A (The Federally Taxable) in the amount of \$27,615,000. These bonds mature in various amounts through June 1, 2041, with a net interest cost of 3.56%. These bonds will be used to refund the City's 2011 Lease Revenue Bonds and to raise new money to fund a portion of the City's new Enterprise Resource Planning (ERP) System. The bonds will be insured by Build America Mutual ("AA" rated) and carry an underlying rating of "A-." The refinancing is anticipated to generate over \$1.7 million in present value savings. The City will capitalize these savings to raise \$6.9 million to fund a portion of the new ERP system. Debt service on the new bonds will be approximately the same as the 2011 bond debt service through FY 2035/36. Annual debt service will be approximately \$2.1 million for FY 2036-37 through FY 2040-41.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

V. OTHER INFORMATION (Continued)

D. Notes to the Financial Statements - Successor Agency

a. Reporting Entity

On January 10, 2012, the City Council elected to become the Successor Agency for the former redevelopment agency in accordance with AB 1X 26 as part of City resolution number 14,135, to oversee the winding down of the agency's affairs and liquidation of the agency's assets effective February 1, 2012. AB 1484 essentially transferred authority over the Successor Agency to the Oversight Board, also established pursuant to AB 1X 26 and the California Department of Finance. As specified in California Senate Bill 107 and beginning on July 1, 2018, all Oversight Boards in the County were consolidated into one Oversight Board, the Ventura County Consolidated Oversight Board. The 7-member Oversight Board is comprised of representatives of the local agencies from Ventura County cities, special districts, and K-14 educational agencies. The County Oversight Board members have a fiduciary responsibility to holders of enforceable obligations, as well as to the local agencies that would benefit from property tax distributions from the former redevelopment project areas.

Oversight boards direct the staff and approve the actions of the Successor Agency.

b. Cash and Investments

Cash and investments with fiscal agents of the Successor Agency are comprised of the following at June 30, 2019:

	FAIR VALUE
Deposits and investments	\$ 9,435,973
Restricted investments with fiscal agents	<u>3,029,216</u>
TOTAL	<u>\$ 12,465,189</u>

Detailed notes on cash and cash investments can be found on the City's notes to the financial statements.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

V. OTHER INFORMATION (Continued)

D. Notes to the Financial Statements - Successor Agency (Continued)

c. Notes Receivable

Notes receivable consists of the following:

	BALANCE JULY 1, 2018	ADDITIONS	DELETIONS	BALANCE JULY 1, 2019
Heritage Square	\$ 66,982	\$ -	\$ -	\$ 66,982
Baldwin Company	17,873	-	-	17,873
Strand Cinemas	688,949		45,786	643,163
Oxnard Theater Group	6,983,375	1,205,600	-	8,188,975
Allowance for uncollectible	<u>(6,983,375)</u>	<u>(1,205,600)</u>	<u>-</u>	<u>(8,188,975)</u>
TOTALS	<u>\$ 773,804</u>	<u>\$ -</u>	<u>\$ 45,786</u>	<u>\$ 728,018</u>

d. Capital Assets

Changes in the Successor Agency's capital assets for the year ended June 30, 2019 are as follows:

	BALANCE JULY 1, 2018	INCREASES	DECREASES	BALANCE JUNE 30, 2019
FIDUCIARY ACTIVITIES				
Capital Assets, being depreciated				
Buildings	\$ 905,636	\$ -	\$ -	\$ 905,636
Improvements other than buildings	17,368,821	-	-	17,368,821
Equipment and machinery	34,013	-	-	34,013
Infrastructure	<u>33,107,189</u>	<u>-</u>	<u>-</u>	<u>33,107,189</u>
Total Capital Assets, Being Depreciated	<u>51,415,659</u>	<u>-</u>	<u>-</u>	<u>51,415,659</u>
Less: Accumulated Depreciation				
Buildings	(523,719)	(17,481)	-	(541,200)
Improvements other than buildings	(3,779,893)	(440,811)	-	(4,220,704)
Equipment and machinery	(34,013)	-	-	(34,013)
Infrastructure	<u>(11,905,615)</u>	<u>(854,315)</u>	<u>-</u>	<u>(12,759,930)</u>
Total Accumulated Depreciation	<u>(16,243,240)</u>	<u>(1,312,607)</u>	<u>-</u>	<u>(17,555,847)</u>
Total Capital Assets, being depreciated, net	<u>35,172,419</u>	<u>(1,312,607)</u>	<u>-</u>	<u>33,859,812</u>
TOTALS	<u>\$ 35,172,419</u>	<u>\$ (1,312,607)</u>	<u>\$ -</u>	<u>\$ 33,859,812</u>

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

V. OTHER INFORMATION (Continued)

D. Notes to the Financial Statements - Successor Agency (Continued)

e. Long-Term Debt

The following is a summary of changes in the Successor Agency's long-term debt for the year ended June 30, 2019:

	BALANCE JULY 1, 2018	ADDITIONS	REDUCTIONS	BALANCE JUNE 30, 2019	DUE WITHIN ONE YEAR
Tax allocation refunding bonds Series 2004A	\$ 9,010,000	\$ -	\$ 945,000	\$ 8,065,000	\$ 990,000
Tax allocation bond financing Series 2006	15,505,000	-	580,000	14,925,000	600,000
HERO project tax allocation bonds Series 2008	9,985,000	-	240,000	9,745,000	255,000
Less: Unamortized discounts	-	-	-	-	-
TOTAL LONG-TERM INDEBTEDNESS	\$ 34,500,000	\$ -	\$ 1,765,000	\$ 32,735,000	\$ 1,845,000

Description of Long-term Debt

Tax Allocation Refunding Bonds, Series 2004A

Tax Allocation Refunding Bonds, Series 2004A were issued on May 4, 2004 in the amount of \$19,185,000. These are twenty-two-year bonds with a net interest cost of 4.58%. The bonds were issued to refinance the Tax Allocation Refunding Bonds, Series 1994A and to finance additional redevelopment activities within the Central City Revitalization and Downtown Project Area. The balance outstanding as of June 30, 2019 is \$8,065,000

2006 Tax Allocation Bond Financings

Local Obligation Revenue Bonds (2006 Tax Allocation Bond Financings) in the amount of \$20,530,000 were issued on December 1, 2006 to purchase the following obligations being issued simultaneously for 1) the Oxnard Community Development Commission Ormond Beach Project Area Tax Allocation Bonds, Series 2006 in the amount of \$5,750,000; 2) the Oxnard Community Development Commission Southwinds Project Area Tax Allocation Bonds, Series 2006 in the amount of \$3,290,000; and 3) the Oxnard Community Development Commission Historic Enhancement and Revitalization of Oxnard (HERO) Project Area Tax Allocation Bonds, Series 2006 in the amount of \$11,490,000. The bonds were issued to finance redevelopment activities (street improvement projects) in the Ormond Beach Project Area, Southwinds Project Area and the HERO Redevelopment Project Areas. These bonds carry a net interest cost of 4.424%, maturing on September 1, 2036. The outstanding balance as of June 30, 2019 is \$14,925,000.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

V. OTHER INFORMATION (Continued)

D. Notes to the Financial Statements - Successor Agency (Continued)

e. Long-Term Debt (Continued)

Description of Long-term Debt (Continued)

Tax Allocation Bonds, Series 2008

Tax Allocation Bonds, Series 2008 were issued on July 1, 2008 in the amount of \$11,790,000 for the Oxnard Community Development Commission Historic Enhancement and Revitalization of Oxnard (HERO) Project Area. Proceeds from the sale of bonds are to be used to finance a 500-space parking structure to service a mixed-use retail/commercial development located within the River Park Specific Plan Area. These bonds carry a net interest cost of 4.849%, with a final maturity of September 1, 2038. The outstanding balance as of June 30, 2019 is \$9,745,000.

f. Arbitrage

The Tax Reform Act of 1986 instituted certain arbitrage restrictions with respect to the issuance of tax exempt bonds after August 31, 1986. Arbitrage regulations deal with the investment of all tax exempt bond proceeds at an interest yield greater than the interest yield paid to bondholders. Generally, all interest paid to bondholders can be retroactively rendered taxable if applicable rebates are not reported and paid to the Internal Revenue Service (IRS) at least every five years. During the current year, the City performed calculations of excess investment earnings on various bonds and financings. Liabilities were calculated for the issues and rebate payments were made as appropriate. No arbitrage liability existed at June 30, 2019.

The Successor Agency is in compliance with all significant covenants related to its debt issues. The annual debt service requirements for the Successor Agency's long-term obligations are as follows:

FISCAL YEAR	TAX ALLOCATION REFUNDING BONDS		
	2004A		
	PRINCIPAL	INTEREST	TOTAL
2020	990,000	367,498	1,357,498
2021	875,000	324,445	1,199,445
2022	915,000	282,283	1,197,283
2023	960,000	237,320	1,197,320
2024	1,005,000	189,213	1,194,213
2025 - 2027	3,320,000	251,708	3,571,708
TOTALS	\$8,065,000	\$1,652,467	\$ 9,717,467

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
 FOR THE YEAR ENDED JUNE 30, 2019

V. OTHER INFORMATION (Continued)

D. Notes to the Financial Statements - Successor Agency (Continued)

f. Arbitrage (Continued)

FISCAL YEAR	TAX ALLOCATION BONDS SERIES 2006		
	PRINCIPAL	INTEREST	TOTAL
2020	\$ 600,000	\$ 616,866	\$ 1,216,866
2021	620,000	592,841	1,212,841
2022	645,000	567,541	1,212,541
2023	670,000	541,241	1,211,241
2024	700,000	513,491	1,213,491
2025 - 2029	3,945,000	2,095,974	6,040,974
2030 - 2034	4,865,000	1,164,119	6,029,119
2035 - 2039	<u>2,880,000</u>	<u>168,438</u>	<u>3,048,438</u>
TOTALS	<u>\$ 14,925,000</u>	<u>\$ 6,260,512</u>	<u>\$ 21,185,512</u>

FISCAL YEAR	HERO PROJECT TAX ALLOCATION BONDS SERIES 2008		
	PRINCIPAL	INTEREST	TOTAL
2020	\$ 255,000	\$ 451,338	\$ 706,338
2021	270,000	440,838	710,838
2022	275,000	429,663	704,663
2023	290,000	417,653	707,653
2024	295,000	404,928	699,928
2025-2029	1,715,000	1,805,624	3,520,624
2030-2034	2,165,000	1,344,625	3,509,625
2035-2039	<u>4,480,000</u>	<u>764,513</u>	<u>5,244,513</u>
TOTALS	<u>\$ 9,745,000</u>	<u>\$ 6,059,180</u>	<u>\$ 15,804,180</u>

g. Commitments and Contingencies

The Successor Agency is a defendant in various claims and legal actions arising in the normal course of operations. In the opinion of the Successor Agency Attorney and Oversight Board, the ultimate liability from such actions and claims will not have a material adverse effect on the Successor Agency's financial position or operations.

The Successor Agency entered into an agreement with a developer that includes a guarantee to cover its lease expense up to \$111,300 a month when the developer's revenues are not sufficient to cover its lease expense for a period of 25 years.

The CDC Successor Agency has a reimbursement agreement with a developer to reimburse public improvements and affordable housing costs up to a maximum of \$14.25 million. As of June 30, 2019, the remaining balance on the commitment is approximately \$30.4 million.

CITY OF OXNARD, CALIFORNIA
NOTES TO THE FINANCIAL STATEMENTS (Continued)
FOR THE YEAR ENDED JUNE 30, 2019

V. OTHER INFORMATION (Continued)

E. Notes to the Financial Statements - Retirement Enhancement Defined Benefit Retirement Trust Fund

The City joined the Public Agency Retirement System Retirement Enhancement Plan (PARS) effective January 1, 2003 for selected employee groups (see Note III for additional information on PARS). Investments for the benefit of eligible employees are in a segregated account and invested under the guidelines authorized by the City.

REQUIRED SUPPLEMENTARY INFORMATION

CITY OF OXNARD, CALIFORNIA
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
CALPERS MISCELLANEOUS PLAN - AGENT MULTIPLE-EMPLOYER DEFINED
BENEFIT PLAN
AS OF JUNE 30 FOR THE LAST TEN FISCAL YEARS (1)

MEASUREMENT DATE	2019	2018	2017	2016	2015
	June 30, 2018	June 30, 2017	June 30, 2016	June 30, 2015	June 30, 2014
Total Pension Liability					
Service cost	\$ 8,114,517	\$ 7,747,249	\$ 7,242,480	\$ 7,317,452	\$ 7,507,381
Interest	32,139,899	31,142,639	30,496,717	29,025,141	27,937,746
Changes in assumptions	(1,207,957)	26,464,012	-	(7,345,091)	-
Difference between expected and actual experience	(1,859,096)	(7,125,579)	1,414,899	(4,271,504)	-
Benefit payments, including refunds of member contributions:	<u>(22,807,471)</u>	<u>(21,310,118)</u>	<u>(19,526,906)</u>	<u>(17,440,515)</u>	<u>(16,205,985)</u>
Net change in total pension liability	14,379,892	36,918,203	19,627,190	7,285,483	19,239,142
Total pension liability, beginning of year	<u>459,922,595</u>	<u>423,004,392</u>	<u>403,377,202</u>	<u>396,091,719</u>	<u>376,852,577</u>
Total pension liability, end of year	<u>474,302,487</u>	<u>459,922,595</u>	<u>423,004,392</u>	<u>403,377,202</u>	<u>396,091,719</u>
Plan Fiduciary Net Position					
Contributions - employee	3,693,461	3,542,435	3,490,315	3,701,640	3,730,681
Contributions - employer	9,799,970	8,433,832	7,657,753	7,237,123	6,858,454
Net investment income	28,185,278	34,461,764	1,772,032	7,288,474	47,653,092
Benefit payments, including refunds of member contributions	<u>(22,807,471)</u>	<u>(21,310,118)</u>	<u>(19,526,906)</u>	<u>(17,440,515)</u>	<u>(16,205,985)</u>
Plan to plan resource movement	(823)	(37,118)	-	216,371	-
Administrative expenses	(525,103)	(461,160)	(194,504)	(445,021)	-
Other miscellaneous income/(expenses) (2)	(997,179)	-	-	-	-
Net change in plan fiduciary net position	17,348,133	24,629,635	(6,801,310)	558,072	42,036,242
Total plan fiduciary net position, beginning of year (3)	<u>336,976,981</u>	<u>312,347,346</u>	<u>319,148,656</u>	<u>318,590,584</u>	<u>276,554,342</u>
Total plan fiduciary net position, end of year	<u>354,325,114</u>	<u>336,976,981</u>	<u>312,347,346</u>	<u>319,148,656</u>	<u>318,590,584</u>
Net pension liability - ending	<u>\$ 119,977,373</u>	<u>\$ 122,945,614</u>	<u>\$ 110,657,046</u>	<u>\$ 84,228,546</u>	<u>\$ 77,501,135</u>
Plan fiduciary net position as a percentage of total pension liability	74.70%	73.27%	73.84%	79.12%	80.43%
Covered payroll	\$ 51,315,482	\$ 49,376,987	\$ 52,250,772	\$ 51,974,236	\$ 50,863,015
Net pension liability as a percentage of covered payroll	233.80%	248.99%	211.78%	162.06%	152.37%

(1) GASB Statement No. 68, which requires ten years of history for this schedule, was implemented during fiscal year ended June 30, 2015. Additional years will be added as they become available in the future.

(2) During Fiscal Year 2017-18, as a result of Governmental Accounting Standards Board Statement (GASB) No. 75, Accounting and Financial Reporting for Postemployment Benefit Plans Other Than Pensions (GASB 75), CalPERS reported its proportionate share of activity related to postemployment benefits for participation in the State of California's agent OPEB plan. Accordingly, CalPERS recorded a one-time expense as a result of the adoption of GASB 75.

Additionally, CalPERS employees participate in various State of California agent pension plans and during Fiscal Year 2017-18, CalPERS recorded a correction to previously reported financial statements to properly reflect its proportionate share of activity related to pensions in accordance with GASB Statement No. 68, Accounting and Financial Reporting for Pensions (GASB 68).

(3) Includes any beginning of year adjustment.

Notes to Schedule:

Benefit Changes: The figures above do not include any liability impact that may have resulted from plan changes, which occurred after June 30, 2017. This applies for voluntary benefit changes as well as any offers of Two Years Additional Service Credit (a.k.a Golden Handshakes).

Changes of Assumptions: In 2018, demographic assumptions and inflation rate were changed in accordance to the CalPERS Experience Study and Review of Actuarial Assumptions 2017. There were no changes in the discount rate. In 2017, the discount rate was reduced from 7.65 percent to 7.15 percent. In 2016, there were no changes. In 2015, amounts reported reflected an adjustment of the discount rate from 7.5 percent (net of administrative expense) to 7.65 percent (without a reduction for pension plan administrative expense.) In 2014, amounts reported were based on the 7.5 percent discount rate.

CITY OF OXNARD, CALIFORNIA
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
CALPERS SAFETY PLAN (POLICE) - AGENT MULTIPLE-EMPLOYER DEFINED
BENEFIT PLAN
AS OF JUNE 30 FOR THE LAST TEN FISCAL YEARS (1)

MEASUREMENT DATE	2019 June 30, 2018	2018 June 30, 2017	2017 June 30, 2016	2016 June 30, 2015	2015 June 30, 2014
Total Pension Liability					
Service cost	\$ 8,907,068	\$ 9,267,287	\$ 8,500,329	\$ 8,136,777	\$ 8,379,851
Interest	25,547,337	24,738,857	24,033,111	22,863,767	21,472,209
Changes in assumptions	(2,084,250)	22,004,979	-	(5,993,052)	-
Difference between expected and actual experience	(4,583,299)	(8,176,814)	(1,859,473)	2,113,477	-
Benefit payments, including refunds of member contributions:	(16,397,629)	(15,304,527)	(14,506,274)	(13,568,341)	(12,980,263)
Net change in total pension liability	11,389,227	32,529,782	16,167,693	13,552,628	16,871,797
Total pension liability, beginning of year	367,718,233	335,188,451	319,020,758	305,468,130	288,596,333
Total pension liability, end of year	379,107,460	367,718,233	335,188,451	319,020,758	305,468,130
Plan Fiduciary Net Position					
Contributions - employee	2,612,259	2,604,837	2,556,415	2,531,718	2,505,819
Contributions - employer	11,821,073	10,886,085	10,491,299	9,907,130	8,947,610
Net investment income (3)	22,137,131	26,271,673	1,190,876	5,184,911	34,904,812
Benefit payments, including refunds of member contributions	(16,397,629)	(15,304,527)	(14,506,274)	(13,568,341)	(12,980,263)
Net Plan to Plan Resource Movement	(652)	37,118	-	-	-
Administrative expenses	(408,348)	(351,254)	(145,244)	(268,265)	-
Other miscellaneous income/(expenses) (2)	(775,460)	-	-	-	-
Net change in plan fiduciary net position	18,988,374	24,143,932	(412,928)	3,787,153	33,377,978
Total plan fiduciary net position, beginning of year	262,051,305	237,907,373	238,320,301	234,533,148	201,155,170
Total plan fiduciary net position, end of year	281,039,679	262,051,305	237,907,373	238,320,301	234,533,148
Net pension liability - ending	\$ 98,067,781	\$ 105,666,928	\$ 97,281,078	\$ 80,700,457	\$ 70,934,982
Plan fiduciary net position as a percentage of total pension liability	74.13%	71.26%	70.98%	74.70%	76.78%
Covered payroll	\$ 25,330,075	\$ 25,914,507	\$ 26,539,474	\$ 25,228,753	\$ 24,705,477
Net pension liability as a percentage of covered payroll	387.15%	407.74%	366.55%	319.87%	287.12%

(1) GASB Statement No. 68, which requires ten years of history for this schedule, was implemented during fiscal year ended June 30, 2015. Additional years will be added as they become available in the future.

(2) During Fiscal Year 2017-18, as a result of Governmental Accounting Standards Board Statement (GASB) No. 75, Accounting and Financial Reporting for Postemployment Benefit Plans Other Than Pensions (GASB 75), CalPERS reported its proportionate share of activity related to postemployment benefits for participation in the State of California's agent OPEB plan. Accordingly, CalPERS recorded a one-time expense as a result of the adoption of GASB 75.

Additionally, CalPERS employees participate in various State of California agent pension plans and during Fiscal Year 2017-18, CalPERS recorded a correction to previously reported financial statements to properly reflect its proportionate share of activity related to pensions in accordance with GASB Statement No. 68, Accounting and Financial Reporting for Pensions (GASB 68).

(3) Includes any beginning of year adjustment.

Notes to Schedule:

Benefit Changes: The figures above do not include any liability impact that may have resulted from plan changes, which occurred after June 30, 2017. This applies for voluntary benefit changes as well as any offers of Two Years Additional Service Credit (a.k.a Golden Handshakes).

Changes of Assumptions: In 2018, demographic assumptions and inflation rate were changed in accordance to the CalPERS Experience Study and Review of Actuarial Assumptions 2017. There were no changes in the discount rate. In 2017, the discount rate was reduced from 7.65 percent to 7.15 percent. In 2016, there were no changes. In 2015, amounts reported reflected an adjustment of the discount rate from 7.5 percent (net of administrative expense) to 7.65 percent (without a reduction for pension plan administrative expense.) In 2014, amounts reported were based on the 7.5 percent discount rate.

CITY OF OXNARD, CALIFORNIA
**SCHEDULE OF PROPORTIONATE SHARE OF THE NET PENSION LIABILITY
AND RELATED RATIOS**
CALPERS SAFETY PLAN (FIRE) - COST SHARING PLAN
AS OF JUNE 30 FOR THE LAST TEN FISCAL YEARS (1)

	2019	2018	2017	2016	2015
MEASUREMENT DATE	June 30, 2018	June 30, 2017	June 30, 2016	June 30, 2015	June 30, 2014
City's proportion of the collective net pension liability	0.53113%	0.51309%	0.52499%	0.54962%	0.53857%
City's proportionate share of the collective net pension liability	\$ 51,180,914	\$ 50,884,705	\$ 45,427,479	\$ 37,725,705	\$ 33,512,523
City's covered payroll (2)	\$ 11,824,780	\$ 10,987,654	\$ 9,030,122	\$ 9,283,898	\$ 9,105,774
City's proportionate share of the collective net pension liability as a percentage of its covered payroll	432.83%	463.11%	503.07%	406.36%	368.04%
Plan fiduciary net position as a percentage of the plan's total pension liability	75.26%	73.31%	74.06%	78.40%	79.82%

(1) GASB Statement No. 68, which requires ten years of history for this schedule, was implemented during fiscal year ended June 30, 2015. Additional years will be added as they become available in the future.

(2) For the year ending on the measurement date.

Notes to Schedule:

Benefit Changes: The figures above do not include any liability impact that may have resulted from plan changes, which occurred after June 30, 2017. This applies for voluntary benefit changes as well as any offers of Two Years Additional Service Credit (a.k.a Golden Handshakes).

Changes of Assumptions: In 2018, demographic assumptions and inflation rate were changed in accordance to the CalPERS Experience Study and Review of Actuarial Assumptions 2017. There were no changes in the discount rate. In 2017, the discount rate was reduced from 7.65 percent to 7.15 percent. In 2016, there were no changes. In 2015, amounts reported reflected an adjustment of the discount rate from 7.5 percent (net of administrative expense) to 7.65 percent (without a reduction for pension plan administrative expense.) In 2014, amounts reported were based on the 7.5 percent discount rate.

CITY OF OXNARD, CALIFORNIA
SCHEDULE OF PLAN CONTRIBUTIONS - CALPERS
 FOR THE FISCAL YEARS ENDED JUNE 30 (1)

	2019	2018	2017	2016	2015	2014
MISCELLANEOUS						
Actuarially determined contribution (2)	\$ 11,556,136	\$ 9,799,970	\$ 8,433,832	\$ 7,657,753	\$ 7,237,123	\$ 6,858,454
Contributions in relation to the actuarially determined contribution	<u>(11,556,136)</u>	<u>(9,799,970)</u>	<u>(8,433,832)</u>	<u>(7,657,753)</u>	<u>(7,237,123)</u>	<u>(6,858,454)</u>
Contribution deficiency	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered payroll (3)	\$ 52,384,045	\$ 51,315,482	\$ 49,376,987	\$ 52,250,772	\$ 51,974,236	\$ 50,863,015
Contributions as a percentage of employee payroll	22.06%	19.10%	17.08%	14.66%	13.92%	13.48%
SAFETY-POLICE						
Actuarially determined contribution	\$ 13,568,219	\$ 11,821,073	\$ 10,886,085	\$ 10,491,299	\$ 9,907,130	\$ 8,947,610
Contributions in relation to the actuarially determined contribution	<u>(13,568,219)</u>	<u>(11,821,073)</u>	<u>(10,886,085)</u>	<u>(10,491,299)</u>	<u>(9,907,130)</u>	<u>(8,947,610)</u>
Contribution deficiency	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered payroll (2)	\$ 27,492,701	\$ 25,330,075	\$ 25,914,507	\$ 26,539,474	\$ 25,228,753	\$ 24,705,477
Contributions as a percentage of employee payroll	49.35%	46.67%	42.01%	39.53%	39.27%	36.22%
SAFETY-FIRE						
Actuarially determined contribution	\$ 5,669,614	\$ 4,922,875	\$ 4,565,809	\$ 4,204,589	\$ 4,004,186	\$ 4,004,186
Contributions in relation to the actuarially determined contribution	<u>(5,669,614)</u>	<u>(4,922,875)</u>	<u>(4,565,809)</u>	<u>(4,204,589)</u>	<u>(4,004,186)</u>	<u>(4,004,186)</u>
Contribution deficiency	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered payroll (2)	\$ 12,168,197	\$ 11,824,780	\$ 10,987,654	\$ 9,030,122	\$ 9,283,898	\$ 9,105,774
Contributions as a percentage of employee payroll	46.59%	41.63%	41.55%	46.56%	43.13%	43.97%

(1) As prescribed in GASB 68, paragraph 46, the information presented in the Schedule of Plan Contributions should also be presented as of the employer's most recent fiscal year-end. The employer is responsible for determining this information as prescribed by the standard as this data is not available to CalPERS.

(2) Employers are assumed to make contributions equal to the actuarially determined contributions. However, some employers may choose to make additional contributions towards their unfunded liability. Employer contributions for such plans exceed the actuarially determined contributions.

(3) Includes one year's payroll growth using 2.75 percent payroll assumption for fiscal year ended June 30, 2018; 3.00 percent payroll assumption for fiscal years ended June 30, 2014-17.

CITY OF OXNARD, CALIFORNIA
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
PARS PLAN - SINGLE-EMPLOYER DEFINED BENEFIT PLAN
AS OF JUNE 30 FOR THE LAST TEN FISCAL YEARS (1)

MEASUREMENT DATE	2019 June 30, 2018	2018 June 30, 2017	2017 June 30, 2016	2016 June 30, 2015	2015 June 30, 2014
Total Pension Liability					
Service cost	\$ 1,696,694	\$ 1,881,000	\$ 2,007,000	\$ 2,043,000	\$ 2,220,000
Interest	5,646,888	5,961,000	5,715,000	5,545,000	5,238,000
Changes in assumptions	-	1,051,000	-	5,436,000	
Difference between actual and expected experience	-	(6,118,000)	-	(3,736,000)	
Benefit payments, including refunds of member contributions:	(4,328,954)	(3,569,000)	(4,068,000)	(2,866,000)	(2,599,000)
Net change in total pension liability	3,014,628	(794,000)	3,654,000	6,422,000	4,859,000
Total pension liability, beginning of year	90,818,000	91,612,000	87,958,000	81,536,000	76,677,000
Total pension liability, end of year	93,832,628	90,818,000	91,612,000	87,958,000	81,536,000
Plan Fiduciary Net Position					
Contributions - employee	4,392,047	2,343,000	2,513,000	2,922,000	2,731,000
Contributions - employer	2,076,972	4,172,000	6,586,000	1,043,000	985,000
Net investment income	5,618,833	7,609,000	543,000	2,133,000	6,805,000
Benefit payments, including refunds of member contributions	(4,328,954)	(3,569,000)	(4,068,000)	(2,866,000)	(2,599,000)
Administrative expenses	(74,067)	(72,000)	(80,000)	(68,000)	(65,000)
Net change in plan fiduciary net position	7,684,831	10,483,000	5,404,000	3,164,000	7,857,000
Total plan fiduciary net position, beginning of year	69,622,000	59,139,000	53,735,000	50,571,000	42,714,000
Total plan fiduciary net position, end of year	77,306,831	69,622,000	59,139,000	53,735,000	50,571,000
Net pension liability - ending	\$ 16,525,797	\$ 21,196,000	\$ 32,473,000	\$ 34,223,000	\$ 30,965,000
Plan fiduciary net position as a percentage of total pension liability	82.39%	76.66%	64.55%	61.09%	62.02%
Covered payroll	\$ 26,737,000	\$ 28,874,000	\$ 31,089,909	\$ 36,519,391	\$ 31,157,782
Net pension liability as a percentage of covered payroll	61.81%	73.41%	104.45%	93.71%	99.38%

(1) GASB Statement No. 68, which requires ten years of history for this schedule, was implemented during fiscal year ended June 30, 2015. Additional years will be added as they become available in the future.

Notes to Schedule:

Benefit Changes: The figures above do not include any liability impact that may have resulted from plan changes, which occurred after June 30, 2017. This applies for voluntary benefit changes as well as any offers of Two Years Additional Service Credit (a.k.a Golden Handshakes).

CITY OF OXNARD, CALIFORNIA
SCHEDULE OF PLAN CONTRIBUTIONS - PARS
 AS OF JUNE 30 FOR THE LAST TEN FISCAL YEARS (1)

	2019	2018	2017	2016	2015
Actuarially determined contribution	\$ 4,203,000	\$ 4,406,000	\$ 4,376,000	\$ 3,589,787	\$ 4,184,000
Contributions in relation to the actuarially-determined contribution	<u>4,271,191</u>	<u>4,392,047</u>	<u>4,314,000</u>	<u>3,589,787</u>	<u>1,043,000</u>
Contribution deficiency/(excess)	<u>\$ (68,191)</u>	<u>\$ 13,953</u>	<u>\$ 62,000</u>	<u>\$ -</u>	<u>\$ 3,141,000</u>
Covered payroll	\$ 24,892,511	\$ 26,737,000	\$ 28,874,000	\$ 31,089,909	\$ 36,519,391
Contributions as a percentage of employee payroll	17.16%	16.43%	14.94%	11.55%	11.46%

(1) GASB Statement No. 68, which requires ten years of history for this schedule, was implemented during fiscal year ended June 30, 2015. Additional years will be added as they become available in the future.

Notes to Schedule:

Benefit Changes: The figures above do not include any liability impact that may have resulted from plan changes, which occurred after June 30, 2013. This applies for voluntary benefit changes as well as any offers of Two Years Additional Service Credit.

CITY OF OXNARD, CALIFORNIA
SCHEDULE OF CHANGES IN THE CITY'S
TOTAL OPEB LIABILITY AND RELATED RATIOS
AS OF JUNE 30 FOR THE LAST TEN FISCAL YEARS (1)

	2019	2018
Total OPEB liability		
Service Cost	\$ 1,967,866	\$ 1,779,949
Interest	1,116,107	1,055,268
Changes in benefit terms	-	-
Differences between expected and actual experience	-	-
Changes in assumptions	(2,392,006)	-
Benefit payments	(931,942)	(851,701)
Net change in total OPEB liability	(239,975)	1,983,516
Total OPEB liability, beginning of year	36,120,738	34,137,222
Total OPEB liability, end of year	35,880,763	36,120,738
Plan Fiduciary Net Position		
Contributions - employer	931,942	-
Net investment income	-	-
Benefit payments, including implicit subsidy	(931,942)	-
Trustee fees	-	-
Administrative expenses	-	-
Net change in plan fiduciary net position	-	-
Total plan fiduciary net position, beginning of year	-	-
Total plan fiduciary net position, end of year	-	-
Net OPEB liability, beginning of year	36,120,738	34,137,222
Net OPEB liability, end of year	\$ 35,880,763	\$ 36,120,738
Plan fiduciary net position as a percentage of total pension liability	0.00%	0.00%
Covered payroll	\$ 85,907,755	\$ 83,423,271
Net OPEB liability as a percentage of covered payroll	41.77%	43.30%

- (1) GASB Statement No. 75, which requires ten years of history for this schedule, was implemented during fiscal year ended June 30, 2018. Additional years will be added as they become available in the future.

Notes to Schedule:

Changes in benefit terms: none

Changes of assumptions: Based on a review of plan experience during the period July 1, 2015 to June 30, 2017, actuarial assumptions increased the discount rate to 3.62%.

CITY OF OXNARD, CALIFORNIA
GENERAL FUND GROUP
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED JUNE 30, 2019

	<u>ORIGINAL BUDGET</u>	<u>FINAL BUDGET</u>	<u>ACTUAL AMOUNTS</u>	<u>VARIANCE WITH FINAL BUDGET</u>
REVENUES				
Taxes				
Property	\$ 56,520,114	\$ 56,520,114	\$ 56,463,689	\$ (56,425)
Sales	45,616,279	45,616,279	48,518,650	2,902,371
Transient occupancy	5,489,550	5,489,550	5,557,470	67,920
Business license (net of refund)	5,642,218	5,642,218	6,167,475	525,257
Franchise	2,958,847	2,958,847	3,503,323	544,476
Other taxes	781,411	781,411	692,685	(88,726)
Licenses and permits	3,631,231	3,631,231	3,007,750	(623,481)
Intergovernmental	1,801,543	1,801,543	2,259,907	458,364
Charges for services	22,772,958	22,793,741	20,895,034	(1,898,707)
Fines and forfeitures	2,317,735	2,662,801	2,368,800	(294,001)
Investment earnings	1,071,398	1,071,398	1,847,513	776,115
Special assessments	552,352	552,352	528,790	(23,562)
Miscellaneous	4,908,798	5,508,634	7,664,832	2,156,198
Total Revenues	<u>154,064,434</u>	<u>155,030,119</u>	<u>159,475,918</u>	<u>4,445,799</u>
EXPENDITURES				
General Government				
Legislative				
City Council	460,129	460,129	452,176	7,953
City Treasurer	1,074,464	1,074,464	987,989	86,475
City Clerk	575,990	576,040	551,810	24,230
Administrative and Support Services				
City Manager	1,934,632	1,885,070	1,823,068	62,002
City Attorney	1,699,067	1,712,399	1,634,576	77,823
Financial services	4,758,585	5,682,245	5,267,473	414,772
Human resources	2,191,026	2,191,026	2,037,859	153,167
Nondepartmental	3,889,651	3,888,949	4,496,220	(607,271)
Public Safety				
Police	60,536,489	61,022,463	61,991,315	(968,852)
Fire	22,273,103	22,502,977	24,537,863	(2,034,886)
Transportation systems	5,821,346	6,929,702	5,519,634	1,410,068
Community Development				
Development services	9,526,483	10,677,028	9,398,730	1,278,298
Economic development and tourism service	1,585,036	1,565,036	1,125,634	439,402
Housing services	810,762	712,742	705,440	7,302
Community service	127,485	128,607	155,535	(26,928)
Culture and Leisure				
Recreation services	10,482,280	10,785,064	10,673,078	111,986
Park and public grounds	9,143,236	9,260,066	9,295,606	(35,540)
Library services	3,512,543	3,511,999	3,196,990	315,009
Capital outlay	1,640,801	8,897,980	5,417,773	3,480,207
Principal	832,547	873,517	745,000	128,517
Interest and fiscal charges	520,447	574,539	574,539	-
Total Expenditures	<u>143,396,102</u>	<u>154,912,042</u>	<u>150,588,308</u>	<u>4,323,734</u>
EXCESS OF REVENUES OVER EXPENDITURES	<u>10,668,332</u>	<u>118,077</u>	<u>8,887,610</u>	<u>8,769,533</u>

GENERAL FUND GROUP (Continued)
BUDGETARY COMPARISON SCHEDULE

	ORIGINAL BUDGET	FINAL BUDGET	ACTUAL AMOUNTS	VARIANCE WITH FINAL BUDGET
OTHER FINANCING SOURCES (USES)				
Transfers in	1,851,385	1,851,385	4,240,137	\$ 2,388,752
Transfers out	(7,260,499)	(7,384,469)	(11,355,702)	(3,971,233)
Net Other Financing Sources (Uses)	<u>(5,409,114)</u>	<u>(5,533,084)</u>	<u>(7,115,565)</u>	<u>(1,582,481)</u>
NET CHANGE IN FUND BALANCES	5,259,218	(5,415,007)	1,772,045	7,187,052
FUND BALANCES, JULY 1	40,462,433	40,462,433	40,462,433	-
FUND BALANCES, JUNE 30	<u>\$ 45,721,651</u>	<u>\$ 35,047,426</u>	<u>\$ 42,234,478</u>	<u>\$ 7,187,052</u>

Note to Budgetary Comparison Schedule:

Budgets are prepared using a current financial resources measurement focus and the modified accrual basis of accounting consistent with generally accepted accounting principles (GAAP).

The City does not prepare a budget for the Affordable Housing Fund.

CITY OF OXNARD, CALIFORNIA
DEVELOPMENT FEES SPECIAL REVENUE FUND
BUDGETARY COMPARISON SCHEDULE
 FOR THE YEAR ENDED JUNE 30, 2019

	ORIGINAL BUDGET	FINAL BUDGETED AMOUNTS	ACTUAL AMOUNTS	VARIANCE WITH FINAL BUDGET
REVENUES				
Licenses and permits	\$ 984,891	\$ 984,891	\$ 1,050,222	\$ 65,331
Intergovernmental	1,634	1,634	4,344	2,710
Growth and development fees	5,204,372	5,204,372	6,310,510	1,106,138
Fines and forfeitures	-	-	31,500	31,500
Interest	244,937	244,937	1,443,562	1,198,625
Miscellaneous	372,395	372,395	2,814,244	2,441,849
Total Revenues	<u>6,808,229</u>	<u>6,808,229</u>	<u>11,654,382</u>	<u>4,846,153</u>
EXPENDITURES				
General government	97,241	617,241	301,349	315,892
Public safety	868,956	874,590	809,614	64,976
Transportation systems	8,535	38,535	13,121	25,414
Community development	132,859	347,859	422,535	(74,676)
Culture and leisure	10,431	10,431	30,712	(20,281)
Capital outlay	290,154	7,528,008	682,880	6,845,128
Total Expenditures	<u>1,408,176</u>	<u>9,416,664</u>	<u>2,260,211</u>	<u>7,156,453</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>5,400,053</u>	<u>(2,608,435)</u>	<u>9,394,171</u>	<u>12,002,606</u>
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	(602,422)	(671,352)	(671,144)	208
Net Other Financing Sources (Uses)	<u>(602,422)</u>	<u>(671,352)</u>	<u>(671,144)</u>	<u>208</u>
NET CHANGE IN FUND BALANCES	4,797,631	(3,279,787)	8,723,027	12,002,814
FUND BALANCES, JULY 1	<u>32,245,800</u>	<u>32,245,800</u>	<u>32,245,800</u>	<u>-</u>
FUND BALANCES, JUNE 30	<u>\$ 37,043,431</u>	<u>\$ 28,966,013</u>	<u>\$ 40,968,827</u>	<u>\$ 12,002,814</u>

Note to Budgetary Comparison Schedule:

Budgets are prepared using a current financial resources measurement focus and the modified accrual basis of accounting consistent with generally accepted accounting principles (GAAP).

SUPPLEMENTARY INFORMATION

GENERAL FUND GROUP

CITY OF OXNARD, CALIFORNIA
COMBINING BALANCE SHEET
 GENERAL FUND GROUP
 JUNE 30, 2019

	GENERAL FUND			
	101 - General Fund	104 - Half Cent Sales Tax	105 - Street Maintenance	641 - Performing Arts Center
ASSETS				
Cash and investments	\$ 15,261,171	\$ 11,065,783	\$ 12,873,450	\$ 98,055
Accounts and other receivables	2,113,950	11,765	-	(309)
Due from other funds	4,350,294	1,570,859	-	-
Due from other government	7,659,954	2,519,663	-	-
Due from Successor Agency	297,915	-	-	-
Advances to/(from) other funds	(8,590,102)	8,590,102	-	-
Other assets	(60)	-	-	-
Total Assets	<u>\$ 21,093,122</u>	<u>\$ 23,758,172</u>	<u>\$ 12,873,450</u>	<u>\$ 97,746</u>
LIABILITIES AND DEFERRED INFLOWS OF RESOURCES				
LIABILITIES				
Accounts payable	\$ 2,685,640	\$ 798,177	\$ 2,298,347	\$ 124,124
Other liabilities	6,522,761	399,761	172,185	(26,485)
Due to other funds	1,570,860	-	-	-
Advances from other funds	-	-	-	-
Unearned revenues	59,148	-	-	-
Total Liabilities	<u>10,838,409</u>	<u>1,197,938</u>	<u>2,470,532</u>	<u>97,639</u>
DEFERRED INFLOW OF RESOURCES				
Deferred inflow on revenues	6,950	-	-	-
Total Liabilities and Deferred Inflows of Resources	<u>10,845,359</u>	<u>1,197,938</u>	<u>2,470,532</u>	<u>97,639</u>
FUND BALANCES				
Restricted for:				
Streets and traffic improvements/maintenance	-	-	10,402,918	-
Culture and leisure	-	-	-	-
Committed to:				
Measure "O" eligible services	-	22,560,234	-	-
Assigned to:				
Other purposes	13,312	-	-	-
Unassigned	<u>10,234,451</u>	<u>-</u>	<u>-</u>	<u>107</u>
Total Fund Balances	<u>10,247,763</u>	<u>22,560,234</u>	<u>10,402,918</u>	<u>107</u>
TOTAL LIABILITIES AND FUND BALANCES	<u>\$ 21,093,122</u>	<u>\$ 23,758,172</u>	<u>\$ 12,873,450</u>	<u>\$ 97,746</u>

* Other funds include: General Fund Carryover (102), Oxnard Police Department (OPD) Training (103), Stormwater Management (114), Payroll Clearing Trust (542), Carnegie Clearing Trust (551), City Corps Trust (555) and Contributions Trust (571).

GENERAL FUND

651 - Golf Course	Other*	Total
\$ 1,428,365	\$ 1,549,884	\$ 42,276,708
168,411	947,804	3,241,621
-	-	5,921,153
-	460,563	10,640,180
-	-	297,915
-	-	-
-	377,105	377,045
<u>\$ 1,596,776</u>	<u>\$ 3,335,356</u>	<u>\$ 62,754,622</u>

ASSETS

Cash and investments
Accounts and other receivables
Due from other funds
Due from other government
Due from Successor Agency
Notes receivable
Other assets

Total Assets**LIABILITIES AND DEFERRED INFLOWS OF RESOURCES****LIABILITIES**

\$ 82,978	\$ 90,927	\$ 6,080,193
4,523	4,249,527	11,322,272
128,517	414,303	2,113,680
856,237	-	856,237
-	81,664	140,812
<u>1,072,255</u>	<u>4,836,421</u>	<u>20,513,194</u>

Total Liabilities**DEFERRED INFLOW OF RESOURCES**

Deferred inflow on revenues

-	-	6,950
<u>1,072,255</u>	<u>4,836,421</u>	<u>20,520,144</u>

Total Liabilities and Deferred Inflows of Resources**FUND BALANCES****Restricted for:**

Streets and traffic improvements/maintenance
Culture and leisure

Committed to:

Measure "O" eligible services

Assigned to:

Other purposes

Unassigned

-	-	10,402,918
-	125,065	125,065
-	-	22,560,234
-	269,519	282,831
524,521	(1,895,649)	8,863,430
524,521	(1,501,065)	42,234,478
<u>\$ 1,596,776</u>	<u>\$ 3,335,356</u>	<u>\$ 62,754,622</u>

Total Fund Balances**TOTAL LIABILITIES AND FUND BALANCES**

CITY OF OXNARD
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
 GENERAL FUND GROUP
 FOR THE YEAR ENDED JUNE 30, 2019

	GENERAL FUND			
	101 - General Fund	104 - Half Cent Sales Tax	105 - Street Maintenance	641 - Performing Arts Center
REVENUES				
Taxes	\$ 105,715,561	\$ 15,187,731	\$ -	\$ -
Licenses and permits	3,007,750	-	-	-
Intergovernmental	2,229,915	-	-	-
Charges for services	15,852,984	-	4,086,552	781,447
Fines and forfeitures	2,368,800	-	-	-
Interest on investments	1,204,874	438,579	121,575	1,636
Special assessments	68,227	-	-	-
Miscellaneous	5,772,344	49,550	-	127,309
Total Revenues	<u>136,220,455</u>	<u>15,675,860</u>	<u>4,208,127</u>	<u>910,392</u>
EXPENDITURES				
Current				
General government	15,347,462	1,289,762	-	-
Public safety	79,640,951	6,806,396	-	-
Transportation	4,295,915	483,059	740,660	-
Community development	9,239,379	556,364	-	-
Culture and leisure	15,050,168	1,492,208	-	2,129,420
Library services	3,162,245	34,745	-	-
Capital Outlay	101,759	1,632,544	3,623,086	51,016
Debt Service				
Principal	-	745,000	-	-
Interest and fiscal charges	350,582	223,957	-	-
Total Expenditures	<u>127,188,461</u>	<u>13,264,035</u>	<u>4,363,746</u>	<u>2,180,436</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	9,031,994	2,411,825	(155,619)	(1,270,044)
OTHER FINANCING SOURCES (USES)				
Proceeds from bonds	-	-	-	-
Transfers in	1,831,455	-	-	1,270,151
Transfers out	(7,155,781)	(4,199,921)	-	-
Total Other Financing Sources (Uses)	<u>(5,324,326)</u>	<u>(4,199,921)</u>	<u>-</u>	<u>1,270,151</u>
NET CHANGE IN FUND BALANCES	3,707,668	(1,788,096)	(155,619)	107
FUND BALANCES, JULY 1	<u>6,540,095</u>	<u>24,348,330</u>	<u>10,558,537</u>	<u>-</u>
FUND BALANCES, JUNE 30	<u>\$ 10,247,763</u>	<u>\$ 22,560,234</u>	<u>\$ 10,402,918</u>	<u>\$ 107</u>

* Other funds include: General Fund Carryover (102), Oxnard Police Department (OPD) Training (103), Stormwater Management (114), Payroll Clearing Trust (542), Carnegie Clearing Trust (551), City Corps Trust (555) and Contributions Trust (571)

GENERAL FUND			
651 - Golf Course	Other*	Total	
REVENUES			
\$ -	-	\$ 120,903,292	Taxes
-	-	3,007,750	Licenses and permits
-	29,992	2,259,907	Intergovernmental
174,051	-	20,895,034	Charges for services
-	-	2,368,800	Fines and forfeitures
42,312	38,537	1,847,513	Interest on investments
-	460,563	528,790	Special assessments
1,155,714	559,915	7,664,832	Miscellaneous
<u>1,372,077</u>	<u>1,089,007</u>	<u>159,475,918</u>	Total Revenues
EXPENDITURES			
Current			
-	613,947	17,251,171	General government
-	81,831	86,529,178	Public safety
-	-	5,519,634	Transportation
-	1,589,596	11,385,339	Community development
779,234	517,654	19,968,684	Culture and leisure
-	-	3,196,990	Library services
-	9,368	5,417,773	Capital Outlay
-	-	-	Debt Service
-	-	745,000	Principal
-	-	574,539	Interest and fiscal charges
<u>779,234</u>	<u>2,812,396</u>	<u>150,588,308</u>	Total Expenditures
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES			
592,843	(1,723,389)	8,887,610	
OTHER FINANCING SOURCES (USES)			
-	-	-	Proceeds from bonds
-	1,138,531	4,240,137	Transfers in
-	-	(11,355,702)	Transfers out
<u>-</u>	<u>1,138,531</u>	<u>(7,115,565)</u>	Total Other Financing Sources (Uses)
592,843	(584,858)	1,772,045	NET CHANGE IN FUND BALANCES
<u>(68,322)</u>	<u>(916,207)</u>	<u>40,462,433</u>	FUND BALANCES, JULY 1
<u>\$ 524,521</u>	<u>\$ (1,501,065)</u>	<u>\$ 42,234,478</u>	FUND BALANCES, JUNE 30

CITY OF OXNARD, CALIFORNIA
GENERAL FUND - 101 - GENERAL FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED JUNE 30, 2019

	ORIGINAL BUDGET	FINAL BUDGET	ACTUAL AMOUNTS	VARIANCE WITH FINAL BUDGET
REVENUES				
Taxes				
Property	\$ 56,520,114	\$ 56,520,114	\$ 56,463,689	\$ (56,425)
Sales	31,000,279	31,000,279	33,330,919	2,330,640
Transient occupancy	5,489,550	5,489,550	5,557,470	67,920
Business license (net of refund)	5,642,218	5,642,218	6,167,475	525,257
Franchise	2,958,847	2,958,847	3,503,323	544,476
Other taxes	781,411	781,411	692,685	(88,726)
Licenses and permits	3,631,231	3,631,231	3,007,750	(623,481)
Intergovernmental	1,786,543	1,786,543	2,229,915	443,372
Charges for services	17,609,109	17,609,109	15,852,984	(1,756,125)
Fines and forfeitures	2,317,735	2,662,801	2,368,800	(294,001)
Investment earnings	848,398	848,398	1,204,874	356,476
Special assessments	80,100	80,100	68,227	(11,873)
Miscellaneous	3,674,798	4,242,548	5,772,344	1,529,796
Total Revenues	<u>132,340,333</u>	<u>133,253,149</u>	<u>136,220,455</u>	<u>2,967,306</u>
EXPENDITURES				
General Government				
Legislative				
City Council	460,129	460,129	452,176	7,953
City Treasurer	1,074,464	1,074,464	987,989	86,475
City Clerk	575,990	576,040	551,810	24,230
Administrative and Support Services				
City Manager	460,129	460,129	1,744,754	(1,284,625)
City Attorney	1,699,067	1,712,399	1,634,576	77,823
Financial services	4,758,585	5,376,200	5,064,353	311,847
Human resources	2,191,026	2,191,026	2,037,859	153,167
Nondepartmental	2,850,983	2,790,704	2,873,945	(83,241)
Public Safety				
Police	57,650,471	58,176,355	59,162,253	(985,898)
Fire	18,587,053	18,580,860	20,478,698	(1,897,838)
Transportation systems	5,199,664	5,237,164	4,295,915	941,249
Community Development				
Development services	7,432,954	8,699,507	7,649,201	1,050,306
Economic development and tourism service	1,485,036	1,465,036	1,125,634	339,402
Housing services	310,762	316,311	309,009	7,302
Community service	127,485	128,607	155,535	(26,928)
Culture and Leisure				
Recreation services	7,038,142	6,994,462	6,625,473	368,989
Park and public grounds	8,381,225	8,376,725	8,424,695	(47,970)
Library services	3,476,726	3,476,726	3,162,245	314,481
Capital outlay	25,000	126,759	101,759	25,000
Principal	1,525,106	1,525,106	-	1,525,106
Interest and fiscal charges	350,582	350,582	350,582	-
Total Expenditures	<u>125,660,579</u>	<u>128,095,291</u>	<u>127,188,461</u>	<u>906,830</u>
EXCESS OF REVENUES OVER EXPENDITURES	<u>6,679,754</u>	<u>5,157,858</u>	<u>9,031,994</u>	<u>3,874,136</u>

GENERAL FUND - 101 - GENERAL FUND (Continued)
BUDGETARY COMPARISON SCHEDULE

	ORIGINAL BUDGET	FINAL BUDGET	ACTUAL AMOUNTS	VARIANCE WITH FINAL BUDGET
OTHER FINANCING SOURCES (USES)				
Transfers in	\$ 1,851,385	\$ 1,851,385	\$ 1,831,455	\$ (19,930)
Transfers out	<u>(7,260,499)</u>	<u>(7,384,469)</u>	<u>(7,155,781)</u>	<u>228,688</u>
Net Other Financing Sources (Uses)	<u>(5,409,114)</u>	<u>(5,533,084)</u>	<u>(5,324,326)</u>	<u>208,758</u>
NET CHANGE IN FUND BALANCES	1,270,640	(375,226)	3,707,668	4,082,894
FUND BALANCES, JULY 1	6,540,095	6,540,095	6,540,095	-
FUND BALANCES, JUNE 30	<u>\$ 7,810,735</u>	<u>\$ 6,164,869</u>	<u>\$ 10,247,763</u>	<u>\$ 4,082,894</u>

CITY OF OXNARD, CALIFORNIA
GENERAL FUND - 104 - HALF CENT SALES TAX
BUDGETARY COMPARISON SCHEDULE
 FOR THE YEAR ENDED JUNE 30, 2019

	ORIGINAL BUDGET	FINAL BUDGET	ACTUAL AMOUNTS	VARIANCE WITH FINAL BUDGET
REVENUES				
Taxes				
Sales	\$ 14,616,000	\$ 14,616,000	\$ 15,187,731	\$ 571,731
Investment earnings	101,000	101,000	438,579	337,579
Miscellaneous	-	-	49,550	49,550
Total Revenues	<u>14,717,000</u>	<u>14,717,000</u>	<u>15,675,860</u>	<u>958,860</u>
EXPENDITURES				
General Government				
Administrative and Support Services				
City Manager	203,863	81,108	78,314	2,794
Financial services	-	306,045	203,120	102,925
Nondepartmental	1,038,668	1,098,245	1,008,328	89,917
Public Safety				
Police	2,783,875	2,743,965	2,747,231	(3,266)
Fire	3,686,050	3,922,117	4,059,165	(137,048)
Transportation systems	400,000	483,058	483,059	(1)
Community Development				
Development services	405,137	214,376	159,933	54,443
Economic development and tourism service	100,000	100,000	-	100,000
Housing services	500,000	396,431	396,431	-
Culture and Leisure				
Recreation services	592,237	703,897	621,297	82,600
Park and public grounds	762,011	883,341	870,911	12,430
Library services	35,817	35,273	34,745	528
Capital outlay	1,562,362	3,378,645	1,632,544	1,746,101
Principal	(692,559)	(780,106)	745,000	(1,525,106)
Interest and fiscal charges	169,865	223,957	223,957	-
Total Expenditures	<u>11,547,326</u>	<u>13,790,352</u>	<u>13,264,035</u>	<u>526,317</u>
EXCESS OF REVENUES OVER EXPENDITURES	<u>3,169,674</u>	<u>926,648</u>	<u>2,411,825</u>	<u>1,485,177</u>
OTHER FINANCING SOURCES (USES)				
Transfers in	\$ -	\$ -	\$ -	\$ -
Transfers out	(4,571,731)	(4,428,651)	(4,199,921)	228,730
Net Other Financing Sources (Uses)	<u>(4,571,731)</u>	<u>(4,428,651)</u>	<u>(4,199,921)</u>	<u>228,730</u>
NET CHANGE IN FUND BALANCES	(1,402,057)	(3,502,003)	(1,788,096)	1,713,907
FUND BALANCES, JULY 1	24,348,330	24,348,330	24,348,330	-
FUND BALANCES, JUNE 30	<u>\$ 22,946,273</u>	<u>\$ 20,846,327</u>	<u>\$ 22,560,234</u>	<u>\$ 1,713,907</u>

NON-MAJOR GOVERNMENTAL FUNDS

Nonmajor Governmental Funds

Special revenue funds are used to account for the proceeds of specific revenue sources (other than capital outlay and debt service funds that are legally restricted to expenditures for particular purposes).

HUD and CDBG Grants Fund - This fund is used to account for federal entitlement that is used to provide housing loans to low/moderate income families and community development block grants to develop viable urban communities.

State and Federal Grants Fund - This fund is used to account for state and federal grants.

Public Safety Retirement Fund - This fund is used to account for voter-approved property tax for public safety uniformed employees' retirement.

Debt Service Fund - This fund accounts for the accumulation of resources and payments of principal and interest of the City's general long-term debt.

Capital Outlay Fund - This fund accounts for financing and construction of general government capital projects.

State Gas Tax Fund - This fund is used to account for the allocated share of Gas Tax Revenue. Spending of gas tax is legally restricted to be used for maintenance and improvement of public streets.

Traffic Safety Fund - This fund is used to account for shared revenues received from fines and forfeitures under the State of California Vehicle Code. Fund is restricted to be expended only for improvement and maintenance of traffic control equipment/devices.

Transportation Development Fund - This fund is used to account for Transportation Development Act revenues and to be used for street maintenance and road improvements, and construction of pedestrian and bike facilities.

Maintenance Assessment Districts - This fund is used to account for assessment revenues and expenditures related to waterways and landscape maintenance of various district areas in the City.

CITY OF OXNARD, CALIFORNIA
COMBINING BALANCE SHEET
 NONMAJOR GOVERNMENTAL FUNDS
 JUNE 30, 2019

	HUD AND CDBG GRANTS FUND	STATE AND FEDERAL GRANTS FUND	PUBLIC SAFETY RETIREMENT	DEBT SERVICE FUND	CAPITAL OUTLAY FUND	STATE GAS TAX
ASSETS						
Cash and cash equivalents	\$ 35,678	\$ 1,555,467	\$ 1,807,818	\$ 16,523	\$14,218,593	\$1,651,724
Investments with fiscal agents	-	-	-	3,089	17,238,530	1,737,904
Accounts and other receivables	660,844	4,999,712	-	-	109,117	327,853
Notes receivable	2,942,848	6,360,439	-	-	-	-
Due from other government	-	-	357,828	-	-	355,014
Due from Successor Agency	-	-	-	-	22,910	-
Total Assets	<u>\$ 3,639,370</u>	<u>\$12,915,618</u>	<u>\$ 2,165,646</u>	<u>\$ 19,612</u>	<u>\$31,589,150</u>	<u>\$4,072,495</u>
LIABILITIES						
Accounts payable	\$ 104,434	\$ 2,902,979	\$ -	\$ -	\$ 317,952	\$ 342,316
Other liabilities	47,184	230,753	255,181	-	72,114	158,112
Due to other funds	379,809	1,624,029	-	-	847,461	-
Unearned revenues	168,096	1,361,966	-	-	-	-
Total Liabilities	<u>699,523</u>	<u>6,119,727</u>	<u>255,181</u>	<u>-</u>	<u>1,237,527</u>	<u>500,428</u>
DEFERRED INFLOW OF RESOURCES						
Deferred inflow on loans	<u>2,942,848</u>	<u>6,360,439</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Deferred Inflow on Loans	<u>2,942,848</u>	<u>6,360,439</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
FUND BALANCES						
Restricted for:						
Debt Service	-	-	-	19,612	179,870	1,737,904
Transportation systems	-	-	-	-	-	-
Maintenance districts	-	-	-	-	-	-
Street and traffic improvements/ maintenance	-	-	-	-	16,377,142	1,834,163
Housing	(3,001)	-	-	-	-	-
Culture and leisure	-	-	-	-	-	-
Public safety	-	-	1,910,465	-	-	-
Grants	-	435,452	-	-	-	-
Assigned to:						
Grants	-	-	-	-	-	-
Capital projects	-	-	-	-	13,794,611	-
Unassigned	-	-	-	-	-	-
Total Fund Balances	<u>(3,001)</u>	<u>435,452</u>	<u>1,910,465</u>	<u>19,612</u>	<u>30,351,623</u>	<u>3,572,067</u>
TOTAL LIABILITIES AND FUND BALANCES	<u>\$ 3,639,370</u>	<u>\$12,915,618</u>	<u>\$ 2,165,646</u>	<u>\$ 19,612</u>	<u>\$31,589,150</u>	<u>\$4,072,495</u>

TRAFFIC SAFETY	TRANSPORTATION DEVELOPMENT FUND	MAINTENANCE ASSESSMENT DISTRICTS FUND	TOTAL NONMAJOR GOVERNMENTAL FUNDS	
\$ 609,405	\$ 4,666,009	\$ 16,918,983	\$ 41,480,200	ASSETS
-	-	-	18,979,523	Cash and cash equivalents
638	22,060	17,692	6,137,916	Investments with fiscal agents
-	-	-	9,303,287	Accounts and other receivables
56,705	-	101,595	871,142	Notes receivable
-	-	-	22,910	Due from other government
<u>\$ 666,748</u>	<u>\$ 4,688,069</u>	<u>\$ 17,038,270</u>	<u>\$ 76,794,978</u>	Due from Successor Agency
				Total Assets
				LIABILITIES
\$ -	\$ 522,514	\$ 403,775	\$ 4,593,970	Accounts payable
11,014	41,775	50,740	866,873	Other liabilities
-	-	420,728	3,272,027	Due to other funds
-	2,196,657	-	3,726,719	Unearned revenues
<u>11,014</u>	<u>2,760,946</u>	<u>875,243</u>	<u>12,459,589</u>	Total Liabilities
				DEFERRED INFLOW OF RESOURCES
-	-	-	9,303,287	Deferred inflow on loans
<u>-</u>	<u>-</u>	<u>-</u>	<u>9,303,287</u>	Total Deferred Inflow on Loans
				FUND BALANCES
				Restricted for:
-	-	-	1,937,386	Debt Service
	1,927,123	-	1,927,123	Transportation systems
-	-	16,163,027	16,163,027	Maintenance districts
				Street and traffic improvements/
-	-	-	18,211,305	maintenance
-	-	-	(3,001)	Housing
-	-	-	-	Culture and leisure
655,734	-	-	2,566,199	Public safety
-	-	-	435,452	Grants
				Assigned to:
-	-	-	-	Grants
-	-	-	13,794,611	Capital projects
-	-	-	-	Unassigned
<u>655,734</u>	<u>1,927,123</u>	<u>16,163,027</u>	<u>55,032,102</u>	Total Fund Balances
<u>\$ 666,748</u>	<u>\$ 4,688,069</u>	<u>\$ 17,038,270</u>	<u>\$ 76,794,978</u>	TOTAL LIABILITIES AND FUND BALANCES

CITY OF OXNARD, CALIFORNIA
**COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN
 FUND BALANCES**
 NONMAJOR GOVERNMENTAL FUNDS
 FOR THE YEAR ENDED JUNE 30, 2019

	HUD AND CDBG GRANTS FUND	STATE AND FEDERAL GRANTS FUND	PUBLIC SAFETY RETIREMENT	DEBT SERVICE FUND	CAPITAL OUTLAY FUND	STATE GAS TAX
REVENUES						
Taxes	\$ -	\$ -	\$ 13,763,857	\$ -	\$ 383,929	\$ -
Intergovernmental	2,333,763	11,393,163	-	-	-	7,787,353
Charges for services	-	-	-	-	-	12,414
Fines and forfeitures	-	293,105	-	-	-	-
Interest	-	35,054	12,629	15,210	911,766	74,366
Special assessments	-	-	-	-	-	-
Miscellaneous	-	251,385	-	-	407	707
Total Revenues	<u>2,333,763</u>	<u>11,972,707</u>	<u>13,776,486</u>	<u>15,210</u>	<u>1,296,102</u>	<u>7,874,840</u>
EXPENDITURES						
Current						
General government	-	11,504	-	-	-	2,500
Public safety	20,202	1,637,197	13,171,078	-	61,880	-
Transportation systems	-	50	-	-	808	4,250,008
Community development	1,551,966	3,644,182	-	-	257,754	-
Culture and leisure	113,877	3,472,039	-	-	-	5,208
Capital outlay	657,235	4,062,002	-	-	3,623,443	1,279,986
Debt Service						
Principal	-	-	-	4,656,274	-	720,000
Interest and fiscal charges	-	-	-	3,391,010	-	992,100
Total Expenditures	<u>2,343,280</u>	<u>12,826,974</u>	<u>13,171,078</u>	<u>8,047,284</u>	<u>3,943,885</u>	<u>7,249,802</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>(9,517)</u>	<u>(854,267)</u>	<u>605,408</u>	<u>(8,032,074)</u>	<u>(2,647,783)</u>	<u>625,038</u>
OTHER FINANCING SOURCES (USES)						
Transfers in	-	-	-	7,779,526	-	-
Transfers out	-	-	-	-	-	-
Net Other Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>7,779,526</u>	<u>-</u>	<u>-</u>
NET CHANGE IN FUND BALANCES	(9,517)	(854,267)	605,408	(252,548)	(2,647,783)	625,038
FUND BALANCES, JULY 1	5,110	1,273,577	1,305,057	272,160	32,999,406	2,947,029
PRIOR-PERIOD ADJUSTMENT	1,406	16,142	-	-	-	-
FUND BALANCES, JULY 1, AS RESTATED	<u>6,516</u>	<u>1,289,719</u>	<u>1,305,057</u>	<u>272,160</u>	<u>32,999,406</u>	<u>2,947,029</u>
FUND BALANCES, JUNE 30	<u>\$ (3,001)</u>	<u>\$ 435,452</u>	<u>\$ 1,910,465</u>	<u>\$ 19,612</u>	<u>\$ 30,351,623</u>	<u>\$ 3,572,067</u>

* Fund 211 was reclassified from Traffic Safety Fund to Transportation Development Fund during FYE 2019. The fund balance of \$235,069 was transferred as of July 1, 2018.

TRAFFIC SAFETY	TRANSPORTATION DEVELOPMENT FUND	MAINTENANCE ASSESSMENT DISTRICTS FUND	TOTAL NONMAJOR GOVERNMENTAL FUNDS	
REVENUES				
\$ -	\$ -	\$ -	\$ 14,147,786	Taxes
273,777	475,446	-	22,263,502	Intergovernmental
-	-	395,464	407,878	Charges for services
-	-	-	293,105	Fines and forfeitures
27,506	182,393	669,192	1,928,116	Interest
-	-	8,614,081	8,614,081	Special assessments
-	229,847	13,410	495,756	Miscellaneous
<u>301,283</u>	<u>887,686</u>	<u>9,692,147</u>	<u>48,150,224</u>	Total Revenues
EXPENDITURES				
Current				
-	-	140	14,144	General government
442,279	-	833,610	16,166,246	Public safety
-	789,302	235,291	5,275,459	Transportation systems
-	-	2,069,923	7,523,825	Community development
-	-	5,908,619	9,499,743	Culture and leisure
-	457,766	96,826	10,177,258	Capital outlay
-	-	-	-	Debt Service
-	-	-	5,376,274	Principal
-	-	-	4,383,110	Interest and fiscal charges
<u>442,279</u>	<u>1,247,068</u>	<u>9,144,409</u>	<u>58,416,059</u>	Total Expenditures
<u>(140,996)</u>	<u>(359,382)</u>	<u>547,738</u>	<u>(10,265,835)</u>	EXCESS OF REVENUES OVER (UNDER) EXPENDITURES
OTHER FINANCING SOURCES (USES)				
-	-	350,963	8,130,489	Transfers in
-	-	(69,738)	(69,738)	Transfers out
-	-	281,225	8,060,751	Net Other Financing Sources (Uses)
(140,996)	(359,382)	828,963	(2,205,084)	NET CHANGE IN FUND BALANCES
796,730	2,286,505	15,334,064	57,219,638	FUND BALANCES, JULY 1
-	-	-	17,548	PRIOR-PERIOD ADJUSTMENT
<u>796,730</u>	<u>2,286,505</u>	<u>15,334,064</u>	<u>57,237,186</u>	FUND BALANCES, JULY 1, AS RESTATED
<u>\$ 655,734</u>	<u>\$ 1,927,123</u>	<u>\$ 16,163,027</u>	<u>\$ 55,032,102</u>	FUND BALANCES, JUNE 30

CITY OF OXNARD, CALIFORNIA
NONMAJOR - CDBG AND HUD
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES -
BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2019

	ORIGINAL BUDGET	FINAL BUDGETED AMOUNTS	ACTUAL AMOUNTS	VARIANCE WITH FINAL BUDGET
REVENUES				
Intergovernmental	\$ 2,907,579	\$ 3,006,459	\$ 2,333,763	\$ (672,696)
Interest	-	-	-	-
Total Revenues	<u>2,907,579</u>	<u>3,006,459</u>	<u>2,333,763</u>	<u>(672,696)</u>
EXPENDITURES				
Public safety	-	59,139	20,202	38,937
Community development	2,500,112	2,688,779	1,551,966	1,136,813
Culture and leisure	153,925	156,577	113,877	42,700
Capital outlay	<u>1,184,898</u>	<u>2,436,616</u>	<u>657,235</u>	<u>1,779,381</u>
Total Expenditures	<u>3,838,935</u>	<u>5,341,111</u>	<u>2,343,280</u>	<u>2,997,831</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>(931,356)</u>	<u>(2,334,652)</u>	<u>(9,517)</u>	<u>2,325,135</u>
OTHER FINANCING SOURCES (USES)				
Transfers in	-	8,185,324	-	(8,185,324)
Total Other Financing Sources (Uses)	<u>-</u>	<u>8,185,324</u>	<u>-</u>	<u>(8,185,324)</u>
NET CHANGE IN FUND BALANCES	(931,356)	5,850,672	(9,517)	(5,860,189)
FUND BALANCES, JULY 1	<u>5,110</u>	<u>5,110</u>	<u>5,110</u>	<u>-</u>
PRIOR-PERIOD ADJUSTMENT			<u>1,406</u>	
FUND BALANCES, JUNE 30	<u>\$ (926,246)</u>	<u>\$ 5,855,782</u>	<u>\$ (3,001)</u>	<u>\$ (5,860,189)</u>

Note to Budgetary Comparison Schedule:

Budgets are prepared using a current financial resources measurement focus and the modified accrual basis of accounting consistent with generally accepted accounting principles (GAAP).

CITY OF OXNARD, CALIFORNIA
NONMAJOR - STATE AND FEDERAL GRANTS FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES -
BUDGET AND ACTUAL
 FOR THE YEAR ENDED JUNE 30, 2019

	ORIGINAL BUDGET	FINAL BUDGETED AMOUNTS	ACTUAL AMOUNTS	VARIANCE WITH FINAL BUDGET
REVENUES				
Intergovernmental	\$ 3,747,526	\$ 22,130,766	\$11,393,163	\$ (10,737,603)
Fines and forfeitures	-	-	293,105	293,105
Interest	21,516	21,516	35,054	13,538
Miscellaneous	<u>122,400</u>	<u>274,942</u>	<u>251,385</u>	<u>(23,557)</u>
Total Revenues	<u>3,891,442</u>	<u>22,427,224</u>	<u>11,972,707</u>	<u>(10,454,517)</u>
EXPENDITURES				
General government	-	16,339	11,504	4,835
Public safety	451,344	3,488,349	1,637,197	1,851,152
Transportation systems	-	53,800	50	53,750
Community development	309,636	6,592,892	3,644,182	2,948,710
Culture and leisure	3,371,392	4,158,392	3,472,039	686,353
Capital outlay	<u>-</u>	<u>15,140,271</u>	<u>4,062,002</u>	<u>11,078,269</u>
Total Expenditures	<u>4,132,372</u>	<u>29,450,043</u>	<u>12,826,974</u>	<u>16,623,069</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>(240,930)</u>	<u>(7,022,819)</u>	<u>(854,267)</u>	<u>6,168,552</u>
NET CHANGE IN FUND BALANCES	(240,930)	(7,022,819)	(854,267)	6,168,552
FUND BALANCES, JULY 1	<u>1,273,577</u>	<u>1,273,577</u>	<u>1,273,577</u>	-
PRIOR-PERIOD ADJUSTMENT			<u>16,142</u>	
FUND BALANCES, JUNE 30	<u>\$ 1,032,647</u>	<u>\$ (5,749,242)</u>	<u>\$ 435,452</u>	<u>\$ 6,168,552</u>

Note to Budgetary Comparison Schedule:

Budgets are prepared using a current financial resources measurement focus and the modified accrual basis of accounting consistent with generally accepted accounting principles (GAAP).

CITY OF OXNARD, CALIFORNIA
NONMAJOR - PUBLIC SAFETY RETIREMENT
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES -
BUDGET AND ACTUAL
 FOR THE YEAR ENDED JUNE 30, 2019

	ORIGINAL BUDGET	FINAL BUDGETED AMOUNTS	ACTUAL AMOUNTS	VARIANCE WITH FINAL BUDGET
REVENUES				
Taxes	\$13,253,323	\$13,253,323	\$13,763,857	\$ 510,534
Investment income	6,709	6,709	12,629	5,920
Total Revenues	<u>13,260,032</u>	<u>13,260,032</u>	<u>13,776,486</u>	<u>516,454</u>
EXPENDITURES				
Public safety	13,253,323	13,253,323	13,171,078	82,245
Total Expenditures	<u>13,253,323</u>	<u>13,253,323</u>	<u>13,171,078</u>	<u>82,245</u>
NET CHANGE IN FUND BALANCES	6,709	6,709	605,408	598,699
FUND BALANCES, JULY 1	<u>1,305,057</u>	<u>1,305,057</u>	<u>1,305,057</u>	-
FUND BALANCES, JUNE 30	<u>\$ 1,311,766</u>	<u>\$ 1,311,766</u>	<u>\$ 1,910,465</u>	<u>\$ 598,699</u>

Note to Budgetary Comparison Schedule:

Budgets are prepared using a current financial resources measurement focus and the modified accrual basis of accounting consistent with generally accepted accounting principles (GAAP).

CITY OF OXNARD, CALIFORNIA
NONMAJOR - DEBT SERVICE FUNDS
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES -
BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2019

	ORIGINAL BUDGET	FINAL BUDGETED AMOUNTS	ACTUAL AMOUNTS	VARIANCE WITH FINAL BUDGET
REVENUES				
Interest	\$ -	\$ -	\$ 15,210	\$ 15,210
Miscellaneous	-	-	-	-
Total Revenues	-	-	15,210	15,210
EXPENDITURES				
Debt Service				
Principal	-	-	4,656,274	(4,656,274)
Interest	-	-	3,391,010	(3,391,010)
Total Expenditures	-	-	8,047,284	(8,047,284)
EXCESS OF REVENUES OVER (UNDER)				
EXPENDITURES	-	-	(8,032,074)	(8,032,074)
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	7,779,526	7,779,526
Total Other Financing Sources (Uses)	-	-	7,779,526	7,779,526
NET CHANGE IN FUND BALANCES	-	-	(252,548)	(252,548)
FUND BALANCES, JULY 1	272,160	272,160	272,160	-
FUND BALANCES, JUNE 30	<u>\$ 272,160</u>	<u>\$ 272,160</u>	<u>\$ 19,612</u>	<u>\$ (252,548)</u>

Note to Budgetary Comparison Schedule:

Budgets are prepared using a current financial resources measurement focus and the modified accrual basis of accounting consistent with generally accepted accounting principles (GAAP).

CITY OF OXNARD, CALIFORNIA
NONMAJOR - CAPITAL OUTLAY FUNDS
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES -
BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2019

	ORIGINAL BUDGET	FINAL BUDGETED AMOUNTS	ACTUAL AMOUNTS	VARIANCE WITH FINAL BUDGET
REVENUES				
Taxes	\$ 503,036	\$ 503,036	\$ 383,929	\$ (119,107)
Interest	72,415	72,415	911,766	839,351
Miscellaneous	-	-	407	407
Total Revenues	<u>575,451</u>	<u>575,451</u>	<u>1,296,102</u>	<u>720,651</u>
EXPENDITURES				
General government	-	-	-	-
Public safety	-	-	61,880	(61,880)
Transportation	808	808	808	-
Community development	256,468	513,814	257,754	256,060
Capital outlay	-	<u>6,982,661</u>	<u>3,623,443</u>	<u>3,359,218</u>
Total Expenditures	<u>257,276</u>	<u>7,497,283</u>	<u>3,943,885</u>	<u>3,553,398</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>318,175</u>	<u>(6,921,832)</u>	<u>(2,647,783)</u>	<u>4,274,049</u>
NET CHANGE IN FUND BALANCES	318,175	(6,921,832)	(2,647,783)	4,274,049
FUND BALANCES, JULY 1	<u>32,999,406</u>	<u>32,999,406</u>	<u>32,999,406</u>	-
FUND BALANCES, JUNE 30	<u>\$ 33,317,581</u>	<u>\$ 26,077,574</u>	<u>\$ 30,351,623</u>	<u>\$ 4,274,049</u>

Note to Budgetary Comparison Schedule:

Budgets are prepared using a current financial resources measurement focus and the modified accrual basis of accounting consistent with generally accepted accounting principles (GAAP).

CITY OF OXNARD, CALIFORNIA
NONMAJOR - STATE GAS TAX FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES -
BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2019

	ORIGINAL BUDGET	FINAL BUDGETED AMOUNTS	ACTUAL AMOUNTS	VARIANCE WITH FINAL BUDGET
REVENUES				
Intergovernmental	\$ 8,273,849	\$ 8,273,849	\$ 7,787,353	\$ (486,496)
Charges for services	410,000	410,000	12,414	(397,586)
Interest	21,287	21,287	74,366	53,079
Miscellaneous	-	-	707	707
Total Revenues	<u>8,705,136</u>	<u>8,705,136</u>	<u>7,874,840</u>	<u>(830,296)</u>
EXPENDITURES				
General government	5,125	5,125	2,500	2,625
Transportation systems	4,700,645	4,851,148	4,250,008	601,140
Culture and leisure	5,208	5,208	5,208	-
Capital outlay	0	2,771,836	1,279,986	1,491,850
Debt Service				
Principal	720,000	720,000	720,000	-
Interest	992,100	992,100	992,100	-
Total Expenditures	<u>6,423,078</u>	<u>9,345,417</u>	<u>7,249,802</u>	<u>2,095,615</u>
EXCESS OF REVENUES OVER (UNDER)				
EXPENDITURES	<u>2,282,058</u>	<u>(640,281)</u>	<u>625,038</u>	<u>1,265,319</u>
NET CHANGE IN FUND BALANCES	2,282,058	(640,281)	625,038	1,265,319
FUND BALANCES, JULY 1	<u>2,947,029</u>	<u>2,947,029</u>	<u>2,947,029</u>	-
FUND BALANCES, JUNE 30	<u>\$ 5,229,087</u>	<u>\$ 2,306,748</u>	<u>\$ 3,572,067</u>	<u>\$1,265,319</u>

Note to Budgetary Comparison Schedule:

Budgets are prepared using a current financial resources measurement focus and the modified accrual basis of accounting consistent with generally accepted accounting principles (GAAP).

CITY OF OXNARD, CALIFORNIA
NONMAJOR - TRAFFIC SAFETY
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES -
BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2019

	ORIGINAL BUDGET	FINAL BUDGETED AMOUNTS	ACTUAL AMOUNTS	VARIANCE WITH FINAL BUDGET
REVENUES				
Intergovernmental	\$ 295,800	\$ 295,800	\$ 273,777	\$ (22,023)
Interest	<u>4,391</u>	<u>4,391</u>	<u>27,506</u>	<u>23,115</u>
Total Revenues	<u>300,191</u>	<u>300,191</u>	<u>301,283</u>	<u>1,092</u>
EXPENDITURES				
Public safety	454,192	454,192	442,279	11,913
Capital outlay	<u>-</u>	<u>161,233</u>	<u>-</u>	<u>161,233</u>
Total Expenditures	<u>454,192</u>	<u>615,425</u>	<u>442,279</u>	<u>173,146</u>
EXCESS OF REVENUES OVER (UNDER)				
EXPENDITURES	<u>(154,001)</u>	<u>(315,234)</u>	<u>(140,996)</u>	<u>174,238</u>
NET CHANGE IN FUND BALANCES	(154,001)	(315,234)	(140,996)	174,238
FUND BALANCES, JULY 1	<u>796,730</u>	<u>796,730</u>	<u>796,730</u>	<u>-</u>
FUND BALANCES, JUNE 30	<u>\$ 642,729</u>	<u>\$ 481,496</u>	<u>\$ 655,734</u>	<u>\$ 174,238</u>

Note to Budgetary Comparison Schedule:

Budgets are prepared using a current financial resources measurement focus and the modified accrual basis of accounting consistent with generally accepted accounting principles (GAAP).

CITY OF OXNARD, CALIFORNIA
NONMAJOR - TRANSPORTATION DEPARTMENT
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES -
BUDGET AND ACTUAL
 FOR THE YEAR ENDED JUNE 30, 2019

	ORIGINAL BUDGET	FINAL BUDGETED AMOUNTS	ACTUAL AMOUNTS	VARIANCE WITH FINAL BUDGET
REVENUES				
Intergovernmental	\$ 540,351	\$ 540,351	\$ 475,446	\$ (64,905)
Charges for services	-	-	-	-
Interest	331,247	331,247	182,393	(148,854)
Miscellaneous	<u>298,700</u>	<u>298,700</u>	<u>229,847</u>	<u>(68,853)</u>
Total Revenues	<u>1,170,298</u>	<u>1,170,298</u>	<u>887,686</u>	<u>(282,612)</u>
EXPENDITURES				
Transportation systems	613,892	778,800	789,302	(10,502)
Capital outlay	-	<u>2,907,560</u>	<u>457,766</u>	<u>2,449,794</u>
Total Expenditures	<u>613,892</u>	<u>3,686,360</u>	<u>1,247,068</u>	<u>2,439,292</u>
EXCESS OF REVENUES OVER (UNDER)				
EXPENDITURES	<u>556,406</u>	<u>(2,516,062)</u>	<u>(359,382)</u>	<u>2,156,680</u>
NET CHANGE IN FUND BALANCES	556,406	(2,516,062)	(359,382)	2,156,680
FUND BALANCES, JULY 1	<u>2,286,505</u>	<u>2,286,505</u>	<u>2,286,505</u>	-
FUND BALANCES, JUNE 30	<u>\$ 2,842,911</u>	<u>\$ (229,557)</u>	<u>\$ 1,927,123</u>	<u>\$ 2,156,680</u>

Note to Budgetary Comparison Schedule:

Budgets are prepared using a current financial resources measurement focus and the modified accrual basis of accounting consistent with generally accepted accounting principles (GAAP).

CITY OF OXNARD, CALIFORNIA
NONMAJOR - MAINTENANCE ASSESSMENT DISTRICTS
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES -
BUDGET AND ACTUAL
 FOR THE YEAR ENDED JUNE 30, 2019

	ORIGINAL BUDGET	FINAL BUDGETED AMOUNTS	ACTUAL AMOUNTS	VARIANCE WITH FINAL BUDGET
REVENUES				
Charges for services	\$ 972,885	\$ 972,885	\$ 395,464	\$ (577,421)
Special assessments	8,573,447	8,573,447	8,614,081	40,634
Interest	93,601	93,601	669,192	575,591
Miscellaneous	6,962	6,962	13,410	6,448
Total Revenues	<u>9,646,895</u>	<u>9,646,895</u>	<u>9,692,147</u>	<u>45,252</u>
EXPENDITURES				
General government	-	-	140	(140)
Public safety	1,338,450	1,338,450	833,610	504,840
Transportation systems	187,792	196,792	235,291	(38,499)
Community development	3,143,593	3,083,593	2,069,923	1,013,670
Culture and leisure	7,698,858	7,950,690	5,908,619	2,042,071
Capital outlay	30,000	268,371	96,826	171,545
Total Expenditures	<u>12,398,693</u>	<u>12,837,896</u>	<u>9,144,409</u>	<u>3,693,487</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>(2,751,798)</u>	<u>(3,191,001)</u>	<u>547,738</u>	<u>3,738,739</u>
OTHER FINANCING SOURCES (USES)				
Transfers in	349,379	418,309	350,963	(67,346)
Transfer out	97,661	(97,661)	(69,738)	27,923
Total Other Financing Sources (Uses)	<u>447,040</u>	<u>320,648</u>	<u>281,225</u>	<u>(39,423)</u>
NET CHANGE IN FUND BALANCES	<u>(2,304,758)</u>	<u>(2,870,353)</u>	<u>828,963</u>	<u>3,699,316</u>
FUND BALANCES, JULY 1	<u>15,334,064</u>	<u>15,334,064</u>	<u>15,334,064</u>	<u>-</u>
FUND BALANCES, JUNE 30	<u>\$ 13,029,306</u>	<u>\$ 12,463,711</u>	<u>\$ 16,163,027</u>	<u>\$ 3,699,316</u>

Note to Budgetary Comparison Schedule:

Budgets are prepared using a current financial resources measurement focus and the modified accrual basis of accounting consistent with generally accepted accounting principles (GAAP).

INTERNAL SERVICE FUNDS

Internal Service Funds

Internal Service Funds are established to account for goods and services provided by one City department to other City departments or related entities, generally, on a cost-recovery basis.

Public Liability and Property Damage Fund-This fund is used to account for the City's self-insurance program of providing public liability and property damage insurance coverage and claims adjustment services to the City's operating funds.

Workers' Compensation Fund-This fund is used to account for the City's self-insurance program for workers' compensation claims.

Utility Customer Services Fund-This fund is used to account for the costs associated with administering the operation of the Customer Services Division and to distribute these costs to the various City utilities such as water, sewer, and refuse.

Information Services Fund-This fund is used to account for the costs associated with the City's data/word processing and financial systems and to distribute these costs to the departments using the systems on a pro-rata basis. Included are costs for hardware and software maintenance, computer operation costs, and some centralized supplies.

Facilities Maintenance Fund-This fund is used to account for the operation and maintenance of City facilities, properties, and capital projects.

Equipment Maintenance Fund-This fund is used to account for automotive fleet maintenance and services provided to City departments.

CITY OF OXNARD, CALIFORNIA
COMBINING STATEMENT OF NET POSITION
INTERNAL SERVICE FUNDS
JUNE 30, 2019

	PUBLIC LIABILITY/ PROPERTY DAMAGE	WORKERS' COMPENSATION	UTILITY CUSTOMER SERVICE	INFORMATION SERVICES
ASSETS				
Current Assets				
Cash and investments	\$ 2,866,777	\$ 7,982,600	\$ 611,486	\$ 694,335
Accounts and other receivables (net of allowance for doubtful accounts)	24,128	74,866	625	677
Other assets	-	-	32,900	125,212
Total Current Assets	<u>2,890,905</u>	<u>8,057,466</u>	<u>645,011</u>	<u>820,224</u>
Noncurrent Assets				
Advances to other funds	-	955,886	-	-
Total Noncurrent Assets	<u>-</u>	<u>955,886</u>	<u>-</u>	<u>-</u>
CAPITAL ASSETS				
Buildings				
Machinery, equipment, and vehicles	17,234	-	-	3,398,670
Vehicles	45,387	-	-	-
Construction in progress	-	-	-	151,731
Total Capital Assets	<u>62,621</u>	<u>-</u>	<u>-</u>	<u>3,550,401</u>
Less: Accumulated depreciation	<u>59,121</u>	<u>-</u>	<u>-</u>	<u>2,405,479</u>
Net Total Capital Assets (net of accumulated depreciation)	<u>3,500</u>	<u>-</u>	<u>-</u>	<u>1,144,922</u>
Total Assets	<u>2,894,405</u>	<u>9,013,352</u>	<u>645,011</u>	<u>1,965,146</u>
DEFERRED OUTFLOW OF RESOURCES				
Deferred outflow on pension plans	27,571	183,950	169,563	550,137
Deferred outflow on other post-employment benefit plans (OPEB)	-	2,949	2,212	22,118
Total Deferred Outflow of Resources	<u>27,571</u>	<u>186,899</u>	<u>171,775</u>	<u>572,255</u>
LIABILITIES				
Current Liabilities				
Accounts payable	74,841	136,358	33,352	309,382
Other liabilities	7,270	45,943	46,314	131,641
Due to other funds	-	-	-	-
Compensated absences payable - current	-	19,000	19,000	180,000
Self-insurance claims - due within one year	2,824,388	8,900,144	-	-
Total Current Liabilities	<u>2,906,499</u>	<u>9,101,445</u>	<u>98,666</u>	<u>621,023</u>
Noncurrent Liabilities				
Compensated absences payable	-	4,307	20,522	122,408
Other post-employment benefits payable	-	103,259	62,830	803,672
Net pension liabilities	126,604	740,609	964,767	2,826,441
Self-insurance claims	4,122,771	15,865,000	-	-
Total Noncurrent Liabilities	<u>4,249,375</u>	<u>16,713,175</u>	<u>1,048,119</u>	<u>3,752,521</u>
Total Liabilities	<u>7,155,874</u>	<u>25,814,620</u>	<u>1,146,785</u>	<u>4,373,544</u>
DEFERRED INFLOW OF RESOURCES				
Deferred inflow on pension plans	15,700	62,879	63,740	326,818
Deferred inflow on other post-employment benefit plans (OPEB)	-	6,132	4,599	45,992
Total Deferred Inflow of Resources	<u>15,700</u>	<u>69,011</u>	<u>68,339</u>	<u>372,810</u>
NET POSITION				
Net investment in capital assets	3,500	-	-	1,144,922
Assigned for fleet equipment replacement	-	-	-	-
Unrestricted	(4,253,098)	(16,683,380)	(398,338)	(3,353,875)
TOTAL NET POSITION	<u>\$ (4,249,598)</u>	<u>\$ (16,683,380)</u>	<u>\$ (398,338)</u>	<u>\$ (2,208,953)</u>

FACILITIES MAINTENANCE	EQUIPMENT MAINTENANCE	TOTAL	
			ASSETS
			Current Assets
\$ 391,663	\$ 109,140	\$ 13,566,001	Cash and investments
			Accounts and other receivables (net of allowance for doubtful accounts)
3,411	27,779	131,486	Other assets
-	-	158,112	Total Current Assets
395,074	1,046,919	13,855,599	Noncurrent Assets
-	-	955,886	Advances to other funds
-	-	955,886	Total Noncurrent Assets
			CAPITAL ASSETS
196,868	250,542	447,410	Buildings
24,271	2,067,643	5,507,818	Machinery, equipment, and vehicles
483,297	3,850,102	4,378,786	Vehicles
-	-	151,731	Construction in progress
704,436	6,168,287	10,485,745	Total Capital Assets
506,707	4,515,483	7,486,790	Less: Accumulated depreciation
197,729	1,652,804	2,998,955	Net Total Capital Assets (net of accumulated depreciation)
592,803	2,699,723	17,810,440	Total Assets
			DEFERRED OUTFLOW OF RESOURCES
801,214	1,200,661	2,933,096	Deferred outflow on pension plans
25,804	25,804	78,887	Deferred outflow on other post-employment benefit plans (OPEB)
827,018	1,226,465	3,011,983	Total Deferred Outflow of Resources
			LIABILITIES
			Current Liabilities
71,963	693,269	1,319,165	Accounts payable
98,624	146,086	475,878	Other liabilities
-	816,873	816,873	Due to other funds
165,000	262,500	645,500	Compensated absences payable - current
-	-	11,724,532	Self-insurance claims - due within one year
335,587	1,918,728	14,981,948	Total Current Liabilities
			Noncurrent Liabilities
90,799	63,251	301,287	Compensated absences payable
888,903	869,417	2,728,081	Other post-employment benefits payable
4,136,330	6,289,713	15,084,464	Net pension liabilities
-	-	19,987,771	Self-insurance claims
5,116,032	7,222,381	38,101,603	Total Noncurrent Liabilities
5,451,619	9,141,109	53,083,551	Total Liabilities
			DEFERRED INFLOW OF RESOURCES
598,324	504,827	1,572,288	Deferred inflow on pension plans
53,657	53,657	164,037	Deferred inflow on other post-employment benefit plans (OPEB)
651,981	558,484	1,736,325	Total Deferred Inflow of Resources
			NET POSITION
197,729	1,652,804	2,998,955	Net investment in capital assets
-	1,020,221	1,020,221	Assigned for fleet equipment replacement
(4,881,508)	(8,446,430)	(38,016,629)	Unrestricted
\$ (4,683,779)	\$ (5,773,405)	\$ (33,997,453)	TOTAL NET POSITION

CITY OF OXNARD, CALIFORNIA
COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN
NET POSITION
INTERNAL SERVICE FUNDS
FOR THE YEAR ENDED JUNE 30, 2019

	PUBLIC LIABILITY/ PROPERTY DAMAGE	WORKERS' COMPENSATION	UTILITY CUSTOMER SERVICE	INFORMATION SERVICES
OPERATING REVENUES				
Charges for services	\$ 4,586,528	\$ 5,912,663	\$1,842,340	\$ 4,738,356
Miscellaneous	56,815	-	-	10,400
Total Operating Income	<u>4,643,343</u>	<u>5,912,663</u>	<u>1,842,340</u>	<u>4,748,756</u>
OPERATING EXPENSES				
Salaries and wages	1,588,740	2,684,857	1,002,337	3,115,742
Contractual services	520,782	743,826	102,777	578,961
Operating supplies	-	-	-	53,262
Utilities	-	3,502	5,479	792,648
Depreciation	1,000	-	-	219,018
General and administrative	1,702,753	543,612	443,462	467,150
Repairs and maintenance	-	30,033	29,137	-
Claims expense	958,958	4,819,566	-	-
Total Operating Expenses	<u>4,772,233</u>	<u>8,825,396</u>	<u>1,583,192</u>	<u>5,226,781</u>
OPERATING INCOME (LOSS)	<u>(128,890)</u>	<u>(2,912,733)</u>	<u>259,148</u>	<u>(478,025)</u>
NONOPERATING REVENUES (EXPENSES)				
Interest income	81,342	310,630	18,955	34,886
Total Nonoperating Revenues (Expenses)	<u>81,342</u>	<u>310,630</u>	<u>18,955</u>	<u>34,886</u>
INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS	<u>(47,548)</u>	<u>(2,602,103)</u>	<u>278,103</u>	<u>(443,139)</u>
TRANSFERS OUT	<u>-</u>	<u>-</u>	<u>(30,997)</u>	<u>-</u>
CHANGES IN NET POSITION	<u>(47,548)</u>	<u>(2,602,103)</u>	<u>247,106</u>	<u>(443,139)</u>
NET POSITION - JULY 1	<u>(4,202,050)</u>	<u>(14,081,277)</u>	<u>(645,444)</u>	<u>(1,765,814)</u>
NET POSITION - JUNE 30	<u>\$ (4,249,598)</u>	<u>\$ (16,683,380)</u>	<u>\$ (398,338)</u>	<u>\$ (2,208,953)</u>

<u>FACILITIES</u> <u>MAINTENANCE</u>	<u>EQUIPMENT</u> <u>MAINTENANCE</u>	<u>TOTAL</u>
\$ 3,973,091	\$ 8,174,517	\$ 29,227,495
<u>37,705</u>	<u>96,561</u>	<u>201,481</u>
<u>4,010,796</u>	<u>8,271,078</u>	<u>29,428,976</u>
2,517,636	3,669,544	14,578,856
113,821	168,840	2,229,007
248,469	4,613,369	4,915,100
526,309	31,668	1,359,606
9,398	295,011	524,427
411,929	649,079	4,217,985
64,703	936,129	1,060,002
-	-	<u>5,778,524</u>
<u>3,892,265</u>	<u>10,363,640</u>	<u>34,663,507</u>
<u>118,531</u>	<u>(2,092,562)</u>	<u>(5,234,531)</u>
<u>11,313</u>	<u>20,776</u>	<u>477,902</u>
<u>11,313</u>	<u>20,776</u>	<u>477,902</u>
<u>129,844</u>	<u>(2,071,786)</u>	<u>(4,756,629)</u>
-	-	<u>(30,997)</u>
129,844	(2,071,786)	(4,787,626)
(4,813,623)	(3,701,619)	(29,209,827)
<u>\$ (4,683,779)</u>	<u>\$ (5,773,405)</u>	<u>\$ (33,997,453)</u>

OPERATING REVENUES

Charges for services

Miscellaneous

Total Operating Income**OPERATING EXPENSES**

Salaries and wages

Contractual services

Operating supplies

Utilities

Depreciation

General and administrative

Repairs and maintenance

Claims expense

Total Operating Expenses**OPERATING INCOME (LOSS)****NONOPERATING REVENUES (EXPENSES)**

Interest income

Total Nonoperating Revenues (Expenses)**INCOME (LOSS) BEFORE CONTRIBUTIONS****AND TRANSFERS****TRANSFERS OUT****CHANGES IN NET POSITION****NET POSITION - JULY 1****NET POSITION - JUNE 30**

CITY OF OXNARD, CALIFORNIA
COMBINING STATEMENT OF CASH FLOWS
INTERNAL SERVICE FUNDS
FOR THE YEAR ENDED JUNE 30, 2019

	PUBLIC LIABILITY/ PROPERTY DAMAGE	WORKERS' COMPENSATION	UTILITY CUSTOMER SERVICE	INFORMATION SERVICES
CASH FLOWS FROM OPERATING ACTIVITIES				
Receipts from customers	\$ 4,619,215	\$ 5,904,270	\$ 1,841,715	\$ 4,748,079
Payments to suppliers	(2,258,343)	(1,360,821)	(580,787)	(1,887,101)
Payments to employees	(1,547,046)	(2,601,275)	(948,896)	(2,984,911)
Cash paid to claimants	<u>488,201</u>	<u>(2,562,247)</u>	<u>-</u>	<u>-</u>
Net Cash Provided By (Used In) Operating Activities	<u>1,302,027</u>	<u>(620,073)</u>	<u>312,032</u>	<u>(123,933)</u>
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Collection/(issuance) of advances	-	(1,233)	-	-
Transfers out	<u>-</u>	<u>-</u>	<u>(30,997)</u>	<u>-</u>
Net Cash Provided By (Used In) Capital Financing Activities	<u>-</u>	<u>(1,233)</u>	<u>(30,997)</u>	<u>-</u>
CASH FLOWS FROM CAPITAL FINANCING ACTIVITIES				
Purchases of capital assets	-	-	-	(345,588)
Net Cash Provided By (Used In) Capital Financing Activities	<u>-</u>	<u>-</u>	<u>-</u>	<u>(345,588)</u>
CASH FLOWS FROM INVESTING ACTIVITIES				
Interest on investments	<u>81,342</u>	<u>310,630</u>	<u>18,955</u>	<u>34,886</u>
Net Cash Provided By (Used In) Investing Activities	<u>81,342</u>	<u>310,630</u>	<u>18,955</u>	<u>34,886</u>
NET INCREASE (DECREASE) IN CASH AND INVESTMENTS				
	1,383,369	(310,676)	299,990	(434,635)
CASH AND INVESTMENTS - JULY 1	<u>1,483,408</u>	<u>8,293,276</u>	<u>311,496</u>	<u>1,128,970</u>
CASH AND INVESTMENTS - JUNE 30	<u>\$ 2,866,777</u>	<u>\$ 7,982,600</u>	<u>\$ 611,486</u>	<u>\$ 694,335</u>
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES				
Operating income (loss)	\$ (128,890)	\$ (2,912,733)	\$ 259,148	\$ (478,025)
Adjustments to Reconcile Operating Income (Loss) to Net Cash				
Provided by (Used In) Operating Activities				
Depreciation and amortization	1,000	-	-	219,018
Changes in Operating Assets and Liabilities				
(Increase) decrease in accounts receivable and due from other funds and governments	(24,128)	(8,393)	(625)	(677)
(Increase) decrease in other assets	-	-	-	(125,212)
Increase (decrease) in accounts payable and other liabilities	(31,178)	(34,436)	27,654	139,239
Increase (decrease) in compensated absences	-	2,827	(9,992)	3,849
Increase (decrease) in other post-employment benefits payable	-	(865)	2,370	(12,520)
Increase (decrease) in net pension liabilities	38,064	76,208	33,477	130,395
Increase (decrease) in self-insurance liability	<u>1,447,159</u>	<u>2,257,319</u>	<u>-</u>	<u>-</u>
Net Cash Provided By (Used In) Operating Activities	<u>\$ 1,302,027</u>	<u>\$ (620,073)</u>	<u>\$ 312,032</u>	<u>\$ (123,933)</u>

<u>FACILITIES MAINTENANCE</u>	<u>EQUIPMENT MAINTENANCE</u>	<u>TOTAL</u>	
\$ 4,008,100	\$ 8,243,299	\$ 29,364,678	CASH FLOWS FROM OPERATING ACTIVITIES
(1,339,528)	(6,196,758)	(13,623,338)	Receipts from customers
(2,408,947)	(3,460,786)	(13,951,861)	Payments to suppliers
-	-	(2,074,046)	Payments to employees
259,625	(1,414,245)	(284,567)	Cash paid to claimants
			Net Cash Provided By (Used In) Operating Activities
			CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES
(4,887)	816,873	810,753	Collection/(issuance) of advances
-	-	(30,997)	Transfers out
(4,887)	816,873	779,756	Net Cash Provided By (Used In) Capital Financing Activities
			CASH FLOWS FROM CAPITAL FINANCING ACTIVITIES
-	-	(345,588)	Purchases of capital assets
-	-	(345,588)	Net Cash Provided By (Used In) Capital Financing Activities
			CASH FLOWS FROM INVESTING ACTIVITIES
11,313	20,776	477,902	Interest on investments
11,313	20,776	477,902	Net Cash Provided By (Used In) Investing Activities
			NET INCREASE (DECREASE) IN CASH AND INVESTMENTS
266,051	(576,596)	627,503	CASH AND INVESTMENTS - JULY 1
125,612	1,595,736	12,938,498	CASH AND INVESTMENTS - JUNE 30
<u>\$ 391,663</u>	<u>\$ 1,019,140</u>	<u>\$ 13,566,001</u>	
			RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES
\$ 118,531	\$ (2,092,562)	\$ (5,234,531)	Operating income (loss)
			Adjustments to Reconcile Operating Income (Loss) to Net Cash
			Provided by (Used In) Operating Activities
9,398	295,011	524,427	Depreciation and amortization
			Changes in Operating Assets and Liabilities
(2,696)	(27,779)	(64,298)	(Increase) decrease in accounts receivable and due from other funds and governments
-	-	(125,212)	(Increase) decrease in other assets
44,260	234,012	379,551	Increase (decrease) in accounts payable and other liabilities
(11,186)	10,779	(3,723)	Increase (decrease) in compensated absences
(4,545)	(521)	(16,081)	Increase (decrease) in other post-employment benefits payable
105,863	166,815	550,822	Increase (decrease) in net pension liabilities
-	-	3,704,478	Increase (decrease) in self-insurance liability
<u>\$ 259,625</u>	<u>\$ (1,414,245)</u>	<u>\$ (284,567)</u>	Net Cash Provided By (Used In) Operating Activities

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FIDUCIARY FUNDS

CITY OF OXNARD, CALIFORNIA
COMBINING STATEMENT OF CHANGES IN ASSETS AND LIABILITIES -
ALL AGENCY FUNDS
FOR THE YEAR ENDED JUNE 30, 2019

	BALANCE JULY 1, 2018	ADDITIONS	DEDUCTIONS	BALANCE JUNE 30, 2019
ARTWORKS FUND				
ASSETS				
Cash and cash equivalents	\$ 55,108	\$ 653	\$ -	\$ 55,761
Total Assets	<u>\$ 55,108</u>	<u>\$ 653</u>	<u>\$ -</u>	<u>\$ 55,761</u>
LIABILITIES				
Trust and agency payables	\$ 55,108	\$ 653	\$ -	\$ 55,761
Total Liabilities	<u>\$ 55,108</u>	<u>\$ 653</u>	<u>\$ -</u>	<u>\$ 55,761</u>
IMPROVEMENT DISTRICTS FUND				
ASSETS				
Cash and cash equivalents	\$ 4,106,541	\$ 4,505,160	\$ 4,011,660	\$ 4,600,041
Due from other governments	221,061	(173,984)	-	47,077
Investments with fiscal agents	<u>2,601,670</u>	<u>51,675</u>	<u>-</u>	<u>2,653,345</u>
Total Assets	<u>\$ 6,929,272</u>	<u>\$ 4,382,851</u>	<u>\$ 4,011,660</u>	<u>\$ 7,300,463</u>
LIABILITIES				
Trust and agency payables	\$ 6,929,272	\$ 4,382,851	\$ 4,011,660	\$ 7,300,463
Total Liabilities	<u>\$ 6,929,272</u>	<u>\$ 4,382,851</u>	<u>\$ 4,011,660</u>	<u>\$ 7,300,463</u>
OXNARD DOWNTOWN MANAGEMENT DISTRICT				
ASSETS				
Cash and cash equivalents	\$ 191,032	\$ 326,566	\$ 304,721	\$ 212,877
Due from other governments	<u>12,841</u>	<u>1,939</u>	<u>-</u>	<u>14,780</u>
Total Assets	<u>\$ 203,873</u>	<u>\$ 328,505</u>	<u>\$ 304,721</u>	<u>\$ 227,657</u>
LIABILITIES				
Trust and agency payables	\$ 203,873	\$ 328,505	\$ 304,721	\$ 227,657
Total Liabilities	<u>\$ 203,873</u>	<u>\$ 328,505</u>	<u>\$ 304,721</u>	<u>\$ 227,657</u>
RIVERPARK JPA				
ASSETS				
Cash and cash equivalents	\$ 1,061,195	\$ 44,382	\$ 2,250	\$ 1,103,327
Total Assets	<u>\$ 1,061,195</u>	<u>\$ 44,382</u>	<u>\$ 2,250</u>	<u>\$ 1,103,327</u>
LIABILITIES				
Trust and agency payables	\$ 1,061,195	\$ 44,382	\$ 2,250	\$ 1,103,327
Total Liabilities	<u>\$ 1,061,195</u>	<u>\$ 44,382</u>	<u>\$ 2,250</u>	<u>\$ 1,103,327</u>
TOTAL - ALL AGENCY FUNDS				
ASSETS				
Cash and cash equivalents	\$ 5,413,876	\$ 4,876,761	\$ 4,318,631	\$ 5,972,006
Due from other governments	233,902	(172,045)	-	61,857
Investments with fiscal agents	<u>2,601,670</u>	<u>51,675</u>	<u>-</u>	<u>2,653,345</u>
Total Assets	<u>\$ 8,249,448</u>	<u>\$ 4,756,391</u>	<u>\$ 4,318,631</u>	<u>\$ 8,687,208</u>
LIABILITIES				
Trust and agency payables	\$ 8,249,448	\$ 4,756,391	\$ 4,318,631	\$ 8,687,208
Total Liabilities	<u>\$ 8,249,448</u>	<u>\$ 4,756,391</u>	<u>\$ 4,318,631</u>	<u>\$ 8,687,208</u>

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STATISTICAL SECTION



Statistical Section (Unaudited)

Financial Trends

These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.

Schedule I	Net Position by Component
Schedule II	Changes in Net Position
Schedule III	Fund Balances of Governmental Funds
Schedule IV	Changes in Fund Balances of Government Funds
Schedule V	Government Activities Tax Revenue by Source

Revenue Capacity

These schedules contain information to help the reader assess the City's most significant local revenue source, the property tax.

Schedule VI	Assessed Value and Estimated Value of Taxable Property
Schedule VII	Direct and Overlapping Property Tax Rates
Schedule VIII	Principal Property Taxpayers
Schedule IX	Property Tax Levies and Collections

Debt Capacity

These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.

Schedule X	Ratios of Outstanding Debt by Type
Schedule XI	Direct and Overlapping Government Activities Debt
Schedule XII	Legal Debt Margin Information
Schedule XIII	Pledged Revenue Coverage

Demographic and Economic Information

These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.

Schedule XIV	Demographic and Economic Statistics
Schedule XV	Principal Employers

Operating Information

These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs.

Schedule XVI	Full-time Equivalent City Government Employees by Function
Schedule XVII	Operating Indicators by Function
Schedule XVIII	Capital Assets by Function

City of Oxnard, California

SCHEDULE I

Net Position by Component

Last Ten Fiscal Years

(accrual basis of accounting)

	Fiscal Year				
	2010	2011	2012	2013	2014
Governmental activities					
Net investment in capital asset	\$1,377,784,811	\$1,411,737,702	\$1,386,189,664	\$1,407,060,810	\$1,400,890,107
Restricted	25,080,711	72,142,274	18,707,789	28,720,391	45,801,395
Unrestricted	97,095,180	41,934,961	58,748,720	22,539,194	8,226,160
Total governmental activities net assets	<u>\$1,499,960,702</u>	<u>\$1,525,814,937</u>	<u>\$1,463,646,173</u>	<u>\$1,458,320,395</u>	<u>\$1,454,917,662</u>
Business-type activities					
Net investment in capital asset	\$250,720,062	\$265,617,506	\$264,692,784	\$285,475,430	\$287,649,591
Restricted	17,706,319	18,417,110	17,602,552	16,577,898	17,096,075
Unrestricted	38,725,334	43,239,167	50,315,899	34,418,934	44,328,734
Total business-type activities net assets	<u>\$307,151,715</u>	<u>\$327,273,783</u>	<u>\$332,611,235</u>	<u>\$336,472,262</u>	<u>\$349,074,400</u>
Primary government					
Net investment in capital asset	\$1,628,504,873	\$1,677,355,208	\$1,650,882,448	\$1,692,536,240	\$1,688,539,698
Restricted	42,787,030	90,559,384	36,310,341	45,298,289	62,897,470
Unrestricted	135,820,514	85,174,128	109,064,619	56,958,128	52,554,894
Total primary government net assets	<u>\$1,807,112,417</u>	<u>\$1,853,088,720</u>	<u>\$1,796,257,408</u>	<u>\$1,794,792,657</u>	<u>\$1,803,992,062</u>

Source: Finance Department, City of Oxnard

City of Oxnard, California

SCHEDULE I (Continued) Net Position by Component Last Ten Fiscal Years (accrual basis of accounting)

Fiscal Year					
2015	2016	2017	2018	2019	
					Governmental activities
\$1,455,133,818	\$ 1,422,282,798	\$ 2,001,415,357	\$ 1,994,002,850	\$ 1,993,824,011	Net investment in capital asset
112,198,502	112,286,017	130,642,696	134,054,312	94,429,644	Restricted
(220,258,407)	(197,252,502)	(185,857,985)	(234,226,319)	(203,632,014)	Unrestricted
<u>\$1,347,073,913</u>	<u>\$1,337,316,313</u>	<u>\$1,946,200,068</u>	<u>\$1,893,830,843</u>	<u>\$1,884,621,641</u>	Total governmental activities net assets
					Business-type activities
\$225,738,617	\$ 223,977,717	\$228,709,541	\$224,139,834	224,259,193	Net investment in capital asset
15,400,679	38,064,498	41,732,645	48,789,711	54,283,623	Restricted
28,909,066	3,139,325	7,938,770	20,863,126	43,176,882	Unrestricted
<u>\$270,048,362</u>	<u>\$265,181,540</u>	<u>\$278,380,956</u>	<u>\$293,792,671</u>	<u>\$321,719,698</u>	Total business-type activities net assets
					Primary government
\$1,680,872,435	\$1,646,260,515	\$2,230,124,898	\$2,218,142,684	\$2,218,083,204	Net investment in capital asset
127,599,181	150,350,515	172,375,341	182,844,023	148,713,267	Restricted
(191,349,341)	(194,113,177)	(177,919,215)	(213,363,193)	(160,455,132)	Unrestricted
<u>\$1,617,122,275</u>	<u>\$1,602,497,853</u>	<u>\$2,224,581,024</u>	<u>\$2,187,623,514</u>	<u>\$2,206,341,339</u>	Total primary government net assets

City of Oxnard, California

SCHEDULE II Changes in Net Position Last Ten Fiscal Years (accrual basis of accounting)

	Fiscal Year				
	2010	2011	2012	2013	2014
Expenses					
Governmental activities:					
General government	\$18,695,220	\$20,845,702	\$18,680,585	\$18,129,124	\$17,851,478
Public safety	92,554,917	92,702,882	98,603,456	103,079,427	105,886,922
Transportation	10,321,184	10,521,098	11,030,990	10,331,822	10,151,437
Community development	32,863,176	26,225,688	33,705,121	21,162,624	16,445,165
Culture and leisure	19,016,619	19,047,037	18,858,694	19,334,566	20,089,724
Libraries	5,176,704	5,230,252	5,203,318	4,916,628	4,901,223
Interest on long-term debt	5,583,856	5,503,330	3,532,902	2,973,016	2,792,053
Total governmental activities expenses	184,211,676	180,075,989	189,615,066	179,927,207	178,118,002
Business-type activities:					
Water	\$36,797,806	\$34,062,940	\$37,910,096	\$44,762,850	\$44,839,558
Wastewater	24,205,554	23,052,505	29,078,392	34,396,819	34,959,148
Environmental resource	39,296,115	41,405,568	41,581,865	40,601,250	39,083,017
Performing arts and convention center	1,651,658	1,606,129	1,587,496	1,534,353	1,543,601
Oxnard housing authority	25,259,519	24,911,450	24,398,669	25,397,453	25,617,591
Municipal golf course	4,507,360	6,104,614	6,048,938	6,150,325	6,399,227
Total business-type activities expenses	131,718,012	131,143,206	140,605,456	152,843,050	152,442,142
Total primary government expenses	\$315,929,688	\$311,219,195	\$330,220,522	\$332,770,257	\$330,560,144
Program Revenues					
Governmental activities:					
Charges for services:					
General government	\$10,203,810	\$8,422,050	\$9,471,575	\$8,408,578	\$8,808,647
Public safety	4,202,162	4,246,985	4,426,984	4,460,425	4,878,804
Transportation	5,068,843	2,131,535	2,145,431	3,152,660	3,345,515
Community development	6,366,499	7,198,058	12,576,655	4,316,880	7,767,004
Culture and leisure	5,237,167	5,037,380	5,605,866	4,667,879	4,889,702
Libraries	428,872	399,582	378,004	427,152	444,458
Operating grants and contributions	24,380,018	27,293,717	30,155,325	27,406,424	32,350,516
Capital grants and contributions	17,106,111	35,331,568	16,598,931	8,313,758	7,486,869
Total governmental activities program revenues	72,993,482	90,060,875	81,358,771	61,153,756	69,971,515

City of Oxnard, California

SCHEDULE II (Continued)

Changes in Net Position
Last Ten Fiscal Years
(accrual basis of accounting)

Fiscal Year					
2015	2016	2017	2018	2019	
					Expenses
					Governmental activities:
\$12,223,337	\$8,354,282	\$30,057,710	\$56,051,634	\$ 47,292,219	General government
97,913,468	90,250,713	95,103,088	114,056,089	110,217,029	Public safety
23,333,586	29,435,256	8,753,004	13,352,627	11,366,628	Transportation
13,137,896	12,634,325	12,476,593	17,439,549	21,205,257	Community development
28,136,349	28,226,543	26,192,756	30,577,155	33,792,321	Culture and leisure
4,498,950	3,930,974	4,065,853	3,462,308	3,251,464	Libraries
4,517,686	4,920,717	4,755,955	9,745,886	4,451,689	Interest on long-term debt
183,761,272	177,752,810	181,404,959	244,685,248	231,576,607	Total governmental activities expenses
					Business-type activities:
\$55,799,990	\$56,786,402	\$57,904,193	\$57,617,733	\$55,883,239	Water
37,993,468	34,807,726	32,926,365	33,512,156	31,783,839	Wastewater
37,802,942	37,644,732	42,534,157	45,633,543	46,314,446	Environmental resource
					Performing arts and convention center
23,584,181	23,441,364	26,060,498	27,888,924	27,634,063	Oxnard housing authority
					Municipal golf course
155,180,581	152,680,224	159,425,213	\$164,652,356	\$161,615,587	Total business-type activities expenses
\$338,941,853	\$330,433,034	\$340,830,172	\$409,337,604	\$393,192,194	Total primary government expenses
					Program Revenues
					Governmental activities:
					Charges for services:
\$5,165,703	\$20,541,355	\$20,460,685	\$13,020,442	\$ 18,177,999	General government
4,904,728	8,015,887	6,528,319	7,913,075	8,637,284	Public safety
2,630,954	5,930,798	3,072,659	1,883,525	2,008,345	Transportation
16,542,075	10,212,020	13,353,523	7,583,696	12,898,111	Community development
7,932,322	3,845,441	10,530,587	12,279,491	13,649,286	Culture and leisure
521,672	451,633	372,517	168,784	304,522	Libraries
29,420,545	9,526,620	16,948,122	16,938,767	14,689,127	Operating grants and contributions
12,300,850	9,925,337	3,276,277	3,501,368	9,838,626	Capital grants and contributions
79,418,849	68,449,091	74,542,689	\$63,289,148	\$80,203,300	Total governmental activities program revenues

City of Oxnard, California

SCHEDULE II (Continued)

Changes in Net Position
Last Ten Fiscal Years
(accrual basis of accounting)

	Fiscal Year				
	2010	2011	2012	2013	2014
Business-type activities:					
Charges for services:					
Water	\$38,439,653	\$43,170,566	\$46,769,748	\$51,056,102	\$52,742,289
Wastewater	22,566,372	25,157,094	31,528,171	30,998,260	31,335,380
Environmental resource	40,468,627	45,047,154	44,217,775	42,535,271	44,392,421
Performing arts and convention center	513,857	439,653	545,270	483,778	666,820
Oxnard housing authority	4,686,681	4,786,715	5,157,388	5,173,132	26,158,985
Municipal golf course	4,278,241	3,905,224	4,063,299	4,157,668	4,471,706
Operating grants and contributions	20,781,204	20,524,235	18,727,259	18,595,158	53,734
Capital grants and contributions	192,400	2,308,206	1,002,582	966,935	671,012
Total business-like activities program revenues	131,927,035	145,338,847	152,011,492	153,966,304	160,492,347
Total primary government program revenues	\$204,920,517	\$235,399,722	\$233,370,263	\$215,120,060	\$230,463,862
Net (expense) revenue					
Governmental activities	(111,218,194)	(90,015,114)	(108,256,295)	(118,773,451)	(108,146,487)
Business-like activities	209,023	14,195,641	11,406,036	1,123,254	8,050,205
Total primary government net expense	(\$111,009,171)	(\$75,819,473)	(\$96,850,259)	(\$117,650,197)	(\$100,096,282)
General Revenues and Other Changes in Net Assets					
Governmental activities:					
Taxes					
Property taxes	\$72,817,719	\$71,118,203	\$63,176,888	\$55,148,254	\$54,783,756
Sales taxes	28,103,051	33,396,737	37,453,124	35,156,013	38,330,268
Transient occupancy taxes	3,061,163	3,301,864	3,402,793	3,826,954	4,239,111
Franchise taxes	3,439,645	3,495,532	3,435,823	3,842,351	3,775,233
Deed transfer taxes	509,370	528,563	412,471	628,780	519,093
Business license taxes	4,692,615	4,412,881	6,125,278	4,562,692	5,125,801
Penalties on delinquent taxes	136,565	105,158	126,609	121,064	157,998
Investment earnings	2,769,250	1,934,083	1,354,128	(21,216)	1,165,783
Sale of capital assets	694,185	141,123	57,768	119,184	114,348
	-	-	-	-	-
Transfers	(885,679)	(2,564,795)	(2,184,229)	(2,166,145)	(2,207,463)
Extraordinary loss	-	-	(65,066,037)	-	-
Contributions from/(to) other government	-	-	(14,627)	-	-
Total governmental activities	115,337,884	115,869,349	48,279,989	101,217,931	106,003,928
Business-type activities:					
Investment earnings	1,911,510	3,361,632	3,168,662	2,445,183	2,997,078
Sale of capital assets	-	-	-	-	-
Contributions from/(to) other government					
Transfers	885,679	2,564,795	2,184,229	2,166,145	2,207,463
Total business-type activities	2,797,189	5,926,427	5,352,891	4,611,328	5,204,541
Total primary program	\$118,135,073	\$121,795,776	\$53,632,880	\$105,829,259	\$111,208,469
Change in Net Assets					
Governmental activities	4,119,690	25,854,235	(59,976,306)	(17,555,520)	(2,142,559)
Business-type activities	3,006,212	20,122,068	16,758,927	5,734,582	13,254,746
Total primary government	\$7,125,902	\$45,976,303	(\$43,217,379)	(\$11,820,938)	\$11,112,187

Source: Finance Department, City of Oxnard

City of Oxnard, California

SCHEDULE II (Continued)

Changes in Net Position
Last Ten Fiscal Years

(accrual basis of accounting)

Fiscal Year					
2015	2016	2017	2018	2019	
					Business-type activities:
					Charges for services:
\$48,048,380	\$47,502,553	\$50,364,868	\$62,447,893	\$59,825,449	Water
32,074,140	30,622,683	39,565,773	41,076,417	45,098,831	Wastewater
43,394,227	41,498,072	48,039,047	48,910,217	47,534,591	Environmental resource
	6,569,503	5,267,343	5,968,193	5,976,701	Performing arts and convention center
5,168,698					Oxnard housing authority
17,853,909	19,655,951	21,177,738	21,635,711	21,866,012	Municipal golf course
919,149	946,347	963,291	1,349,188	-	Operating grants and contributions
147,458,503	146,795,109	165,378,060	181,387,619	180,301,584	Capital grants and contributions
\$226,877,352	\$215,244,200	\$239,920,749	\$244,676,767	\$260,504,884	Total business-like activities program revenues
					Total primary government program revenues
					Net (expense) revenue
(104,342,423)	(109,503,819)	(106,862,270)	(181,396,100)	(151,373,307)	Governmental activities
(7,722,078)	(5,885,115)	5,952,847	16,735,263	18,685,997	Business-like activities
(\$112,064,501)	(\$115,388,934)	(\$100,909,423)	(\$164,660,837)	(\$132,687,310)	Total primary government net expense
					General Revenues and Other Changes in Net Assets
					Governmental activities:
					Taxes
\$58,633,590	\$61,571,660	\$60,802,119	\$67,165,834	\$70,227,546	Property taxes
40,624,737	43,163,411	44,092,707	43,418,876	48,518,650	Sales taxes
4,649,292	5,044,231	5,174,427	5,749,572	5,557,470	Transient occupancy taxes
4,093,435	3,854,116	3,703,971	3,925,374	3,887,252	Franchise taxes
758,502	690,805	729,609	818,322	692,685	Deed transfer taxes
5,104,859	5,422,499	5,348,086	5,570,488	6,167,475	Business license taxes
141,127	225,990	228,899	313,847	361,488	Penalties on delinquent taxes
807,618	752,064	1,989,004	1,404,527	5,771,878	Investment earnings
-	-	-	-	(69,964)	Sale of capital assets
-	-	-	10,657,104	-	Special Items
6,439,487	62,396	442,852	200,818	243,045	Transfers
-	-	-	-	-	Extraordinary loss
-	-	-	(1,940,127)	789,392	Contributions from/(to) other government
121,252,647	120,787,172	122,511,674	137,284,635	142,146,917	Total governmental activities
					Business-type activities:
2,735,395	2,482,980	2,440,982	1,839,114	7,612,740	Investment earnings
-	-	-	-	(417,291)	Sale of capital assets
			1,940,127	(221,058)	Contributions from/(to) other government
(6,439,487)	(62,396)	(442,852)	(200,818)	(243,045)	Transfers
(3,704,092)	2,420,584	1,998,130	3,578,423	6,731,346	Total business-type activities
\$117,548,555	\$123,207,756	\$124,509,804	\$140,863,058	\$148,878,263	Total primary government
					Change in Net Assets
16,910,224	11,283,353	28,544,712	(44,111,465)	(9,226,390)	Governmental activities
(11,426,170)	(3,464,531)	8,891,341	20,313,686	25,417,343	Business-type activities
\$5,484,054	\$7,818,822	\$37,436,053	(\$23,797,779)	\$16,190,953	Total primary government

City of Oxnard, California

SCHEDULE III Fund Balances of Governmental Funds Last Ten Fiscal Years (accrual basis of accounting)

	Fiscal Year				
	2010	2011	2012	2013	2014
General Fund					
Reserved	\$ -	\$ -	\$ -	\$ -	\$ -
Unreserved	29,726,794	-	-	4,714,203	4,620,492
Nonspendable	-	-	-	1,482,872	-
Restricted	-	-	-	-	-
Committed	-	-	-	-	-
Assigned	-	17,472,751	18,093,783	14,658,123	18,409,417
Unassigned	-	15,648,084	15,666,268	11,359,847	13,916,093
Total general fund	<u>\$29,726,794</u>	<u>\$ 33,120,835</u>	<u>\$ 33,760,051</u>	<u>\$ 32,215,045</u>	<u>\$ 36,946,002</u>
All other governmental funds					
Reserved	\$ 13,811,524	\$ -	\$ -	\$ -	\$ -
Unreserved, reported in:					
Special revenue funds	61,896,005	-	-	-	-
Capital projects funds	59,395,831	-	-	-	-
Nonspendable	-	13,230,067	-	3,305,113	-
Restricted	-	34,500,580	18,707,789	27,237,519	49,083,954
Assigned	-	80,823,243	51,415,603	4,456,543	5,498,036
Unassigned	-	(2,764,967)	(6,386,154)	14,859,161	(2,062,158)
Total all other governmental funds	<u>\$135,103,360</u>	<u>\$ 125,788,923</u>	<u>\$ 63,737,238</u>	<u>\$ 49,858,336</u>	<u>\$ 52,519,832</u>

Note: Effective fiscal year 2011, City implemented GASB54, new classification of fund balances.

Source: Finance Department, City of Oxnard

City of Oxnard, California

SCHEDULE III (Continued)

Fund Balances of Governmental Funds
Last Ten Fiscal Years
(accrual basis of accounting)

		Fiscal Year			
2015	2016	2017	2018	2019	
\$ -	\$ -	\$ -	\$ -	\$ -	General Fund
-	-	-	-	-	Reserved
-	-	-	-	-	Unreserved
-	-	-	-	-	Nonspendable
-	550,000	835,296	10,558,537	10,527,983	Restricted
-	-	-	12,662,261	22,560,234	Committed
11,315,859	15,879,092	23,283,091	-	282,831	Assigned
13,459,906	17,858,980	22,150,403	17,241,635	8,863,430	Unassigned
<u>\$ 24,775,765</u>	<u>\$ 34,288,072</u>	<u>\$ 46,268,790</u>	<u>\$ 40,462,433</u>	<u>\$ 42,234,478</u>	Total general fund
\$ -	\$ -	\$ -	\$ -	\$ -	All other governmental funds
-	-	-	-	-	Reserved
-	-	-	-	-	Unreserved, reported in:
-	-	-	-	-	Special revenue funds
-	-	-	-	-	Capital projects funds
-	104,736	-	-	-	Nonspendable
74,810,464	69,258,707	80,403,821	73,585,992	83,901,661	Restricted
9,639,955	10,007,525	12,774,735	17,563,011	13,794,611	Assigned
(1,493,635)	(290,834)	(762,744)	-	-	Unassigned
<u>\$ 82,956,784</u>	<u>\$ 79,080,134</u>	<u>\$ 92,415,812</u>	<u>\$ 91,149,003</u>	<u>\$ 97,696,272</u>	Total all other governmental funds

City of Oxnard, California

SCHEDULE IV
Changes in Fund Balances of Governmental Funds
Last Ten Fiscal Years
(accrual basis of accounting)

	Fiscal Year				
	2010	2011	2012	2013	2014
Revenues					
Taxes	\$112,760,128	\$116,358,938	\$114,132,986	\$103,286,108	\$106,888,431
Licenses and permits	2,267,581	2,002,416	3,662,851	2,702,302	3,628,916
Intergovernmental	42,232,125	58,971,454	39,321,626	38,740,617	40,960,669
Growth and development fees	1,502,781	2,663,779	5,979,605	1,828,294	3,512,534
Charges for services	11,007,992	10,668,661	9,967,288	9,175,312	9,617,645
Fines and forfeitures	1,213,655	1,233,733	1,311,689	977,098	699,521
Interest	2,769,250	1,934,083	1,105,534	(21,216)	1,165,783
Special assessments	9,168,150	9,013,480	8,084,122	7,971,903	8,022,913
Contributions from property owners	-	-	-	-	-
Rental income	-	-	148,993	-	-
Investment income	-	-	248,594	-	-
Miscellaneous	8,268,073	3,673,052	8,304,617	4,359,097	6,803,374
Total revenues	191,189,735	206,519,596	192,267,905	169,019,515	181,299,786
Expenditures					
General government	11,145,722	11,041,050	10,355,408	10,438,952	9,926,024
Public safety	84,818,990	84,439,008	86,218,656	91,190,673	93,875,139
Transportation	10,137,568	10,338,211	10,347,787	9,659,263	9,495,806
Community development	32,073,825	24,803,125	22,357,237	20,333,591	15,495,566
Culture and leisure	17,751,755	17,789,287	17,175,797	17,779,933	18,504,287
Library services	4,632,177	4,682,033	4,553,275	4,334,991	4,241,345
Capital outlay	34,739,151	54,785,588	46,868,230	33,897,212	13,983,543
Debt Service:					
Principal	3,743,020	3,926,631	4,362,740	3,451,261	3,764,935
Interest	5,230,494	5,151,761	4,061,894	2,941,600	2,776,612
Total expenditures	204,272,702	216,956,694	206,301,024	194,027,476	172,063,257
Excess of revenues over (under) expenditures	(13,082,967)	(10,437,098)	(14,033,119)	(25,007,961)	9,236,529
Other Financing Sources (Uses)					
Proceeds from loans payable	-	-	-	-	-
Proceeds from financing sources	-	-	-	-	-
Payment to escrow agent	-	-	-	(6,197,285)	-
Proceeds from sale of property	-	-	-	-	-
Proceeds from sale of bonds	1,395,646	1,295,771	3,680,714	6,802,986	363,387
Cost of issuance	-	-	-	-	-
Bond discount	-	-	-	48,238	-
Transfers in	10,550,390	11,718,345	6,108,518	5,869,128	5,570,120
Transfers out	(5,310,294)	(8,497,414)	(8,292,747)	(8,035,273)	(7,777,583)
Total other financing sources (uses)	6,635,742	4,516,702	1,496,485	(1,512,206)	(1,844,076)
Special items:					
Bond proceeds from Successor Agency	-	-	76,891,362	-	-
Contributions from other funds	-	-	(76,891,362)	-	-
Contributions to other funds	-	-	(14,627)	-	-
Capital contributions	-	-	(48,861,208)	-	-
Extraordinary loss	-	-	(48,875,835)	-	-
Total special items	-	-	(48,875,835)	-	-
Net change in fund balances	(\$6,447,225)	(\$5,920,396)	(\$61,412,469)	(\$26,520,167)	\$7,392,453
Debt service as a percentage of noncapital expenditures	5.29%	5.60%	5.28%	3.99%	4.14%

Source: Finance Department, City of Oxnard

City of Oxnard, California

SCHEDULE IV (Continued) Changes in Fund Balances of Governmental Funds Last Ten Fiscal Years (accrual basis of accounting)

		Fiscal Year			
2015	2016	2017	2018	2019	
Revenues					
\$113,864,415	\$119,746,722	\$119,850,919	\$126,648,408	\$ 135,051,078	Taxes
3,092,838	3,402,217	4,222,838	3,306,324	4,057,972	Licenses and permits
41,721,395	21,455,873	20,224,399	20,440,135	24,527,753	Intergovernmental
3,442,898	4,452,750	7,100,771	2,342,768	6,310,510	Growth and development fees
11,144,204	25,471,392	23,969,821	20,570,129	21,302,912	Charges for services
765,857	1,413,718	2,537,822	2,438,772	2,693,405	Fines and forfeitures
657,609	657,140	1,949,489	1,271,263	5,293,976	Interest
7,993,871	9,613,886	8,367,032	9,018,025	9,142,871	Special assessments
-	-	-	-	-	Contributions from property owners
-	-	-	-	-	Rental income
-	-	-	-	-	Investment income
11,233,279	4,987,667	8,588,557	6,339,266	10,982,388	Miscellaneous
193,916,366	191,201,365	196,811,648	192,375,090	219,362,865	Total revenues
Expenditures					
13,384,549	11,368,350	13,360,687	17,769,349	17,566,664	General government
95,777,400	93,676,090	94,676,659	102,770,375	103,505,038	Public safety
9,228,976	7,325,513	8,314,157	12,346,380	10,808,214	Transportation
12,680,862	12,268,857	16,462,067	15,832,210	19,402,262	Community development
24,346,307	23,002,548	24,048,819	27,192,908	29,499,139	Culture and leisure
4,498,950	3,935,250	3,485,181	3,311,739	3,196,990	Library services
13,835,114	20,898,762	8,737,398	16,767,682	16,277,911	Capital outlay
					Debt Service:
6,884,661	6,641,368	5,573,572	33,063,145	6,121,274	Principal
4,225,920	4,530,126	4,932,901	9,276,932	4,957,649	Interest
184,862,739	183,646,864	179,591,441	238,330,720	211,335,141	Total expenditures
9,053,627	7,554,501	17,220,207	(45,955,630)	8,027,724	Excess of revenues over (under) expenditures
Other Financing Sources (Uses)					
-	-	-	-	-	Proceeds from loans payable
-	-	-	-	-	Proceeds from financing sources
-	-	-	-	-	Payment to escrow agent
-	-	-	-	-	Proceeds from sale of property
23,765,460	-	-	37,608,582	-	Proceeds from sale of bonds
(3,764,693)	-	-	-	-	Cost of issuance
-	-	-	-	-	Bond discount/premium
14,594,844	10,964,565	9,632,647	13,140,181	12,370,626	Transfers in
(19,495,238)	(11,125,968)	(9,957,565)	(13,639,820)	(12,096,584)	Transfers out
15,100,373	(161,403)	(324,918)	37,108,943	274,042	Total other financing sources (uses)
Special items:					
			9,896,298		- Bond proceeds from Successor Agency
-	-	-	-	-	- Contributions from other funds
-	-	-	-	-	- Contributions to other funds
-	-	-	-	-	- Capital contributions
-	-	-	-	-	- Extraordinary loss
-	-	-	9,896,298		Total special items
\$24,154,000	\$7,393,098	\$16,895,289	\$1,049,611	\$8,301,766	Net change in fund balances
6.47%	6.44%	6.10%	18.20%	5.52%	Debt service as a percentage of noncapital expenditures

City of Oxnard, California

SCHEDULE V
 Governmental Activities Tax Revenues by Source
 Last Ten Fiscal Years
(modified accrual basis of accounting)

Fiscal Year	Property Tax	Sales Tax	Business License	Transient Occupancy Tax	Franchise Tax	Deed Transfer Tax	Penalties and Interest	Total
2010	72,817,719	28,103,051	4,692,615	3,061,163	3,439,645	509,370	136,565	112,760,128
2011	71,118,203	33,396,737	4,412,881	3,301,864	3,495,532	528,563	105,158	116,358,938
2012	63,176,888	37,453,124	6,125,278	3,402,793	3,435,823	412,471	126,609	114,132,986
2013	55,148,254	35,156,013	4,562,692	3,826,954	3,842,351	628,780	121,064	103,286,108
2014	54,783,756	38,287,439	5,125,801	4,239,111	3,775,233	519,093	157,998	106,888,431
2015	58,633,590	40,624,737	5,104,859	4,649,292	4,093,435	758,502	142,127	114,006,542
2016	61,571,660	43,163,411	5,422,499	5,044,231	3,854,116	690,805	225,990	119,972,712
2017	60,802,119	44,092,707	5,348,086	5,174,427	3,703,971	729,609	228,899	120,079,818
2018	67,165,834	43,418,876	5,570,488	5,749,572	3,925,374	818,322	313,847	126,962,313
2019	70,227,546	48,518,650	6,167,475	5,557,470	3,887,252	692,685	361,488	135,412,566

Source: Finance Department, City of Oxnard

City of Oxnard, California

SCHEDULE VI
Assessed Value and Estimated Value of Taxable Property
Last Ten Fiscal Years

Fiscal Year	Land	Improvements	Personal Property	Less: Tax Exempt Real Property	Total Taxable Assessed Value	Total Direct Tax Rate	Estimated Actual Taxable Value	Assessed Value as a Percentage of Actual Value
2010	6,699,090,916	8,441,834,476	648,608,797	654,220,264	15,135,313,925	1.20384%	15,135,313,925	100.00%
2011	6,524,818,244	8,540,793,743	618,870,116	654,216,502	15,030,265,601	1.22054%	15,030,265,601	100.00%
2012	6,423,814,010	8,584,579,684	596,771,651	673,465,559	14,931,699,786	1.20544%	14,931,699,786	100.00%
2013	6,304,938,777	8,677,033,769	617,612,672	422,079,822	15,177,505,396	1.20424%	15,177,505,396	100.00%
2014	6,551,413,092	9,120,556,468	638,670,637	694,237,291	15,616,402,906	1.23154%	15,616,402,906	100.00%
2015	7,084,272,773	9,694,262,028	631,218,103	708,835,243	16,700,917,661	1.22204%	16,700,917,661	100.00%
2016	7,653,508,229	10,068,135,286	652,518,246	753,110,464	17,621,051,297	1.24681%	17,621,051,297	100.00%
2017	8,130,791,365	10,403,624,296	664,679,543	784,759,788	18,414,335,416	1.22456%	18,414,335,416	100.00%
2018	8,649,933,708	10,789,755,377	656,241,587	840,285,136	19,255,645,536	1.22618%	19,255,645,536	100.00%
2019	9,158,364,520	11,207,158,483	695,095,800	896,108,612	20,164,510,191	1.24107%	20,164,510,191	100.00%

NOTE: The County does not provide the breakdown of residential and commercial assessed values to the cities. The City also no longer has the information available for the residential and commercial assessed values. The personal property amounts include assessed values for boats and aircraft.

Source: County of Ventura, Office of the Auditor-Controller
Finance Department, City of Oxnard; HDL Coren & Cone

City of Oxnard, California

SCHEDULE VII Direct and Overlapping Property Tax Rates Last Ten Fiscal Years

Fiscal Year	City Direct Rates			Overlapping Rates			Total Direct & Overlapping Rates
	Basic (1)	Debt Service(2)	Total Direct (3)	School Districts (4)	Water Districts (5)	Total Overlapping	
2009	1.00000%	0.19334%	1.19334%	0.11160%	0.01720%	0.12880%	1.32214%
2010	1.00000%	0.20384%	1.20384%	0.11470%	0.01720%	0.13190%	1.33574%
2011	1.00000%	0.22054%	1.22054%	0.11990%	1.48000%	1.59990%	2.82044%
2012	1.00000%	0.20544%	1.20544%	0.12200%	0.01480%	0.13680%	1.34224%
2013	1.00000%	0.20424%	1.20424%	0.11980%	0.00350%	0.12330%	1.32754%
2014	1.00000%	0.23154%	1.23154%	0.14140%	0.00350%	0.14490%	1.37644%
2015	1.00000%	0.22204%	1.22204%	0.12060%	0.00350%	0.12410%	1.34614%
2016	1.00000%	0.24681%	* 1.24681%	0.12640%	0.00350%	0.12990%	1.37671%
2017	1.00000%	0.22456%	1.22456%	0.13840%	0.00350%	0.14190%	1.36646%
2018	1.00000%	0.22618%	1.22618%	0.29110%	0.00350%	0.29460%	1.52078%
2019	1.00000%	0.24107%	1.24107%	0.33120%	0.35000%	0.68120%	1.92227%

NOTE: (1) The passage of Proposition 13 on June 6, 1978 established a maximum countywide levy of 1% of market value or \$1.00 per \$100 of assessed value.

(2) Total Direct Rate is the weighted average of all individual direct rates applied by the Entity preparing the statistical section and excludes revenues derived from aircraft. Beginning in 2013/14 the Total Direct Rate no longer includes revenue generated from the former redevelopment tax rates. Challenges to recognized enforceable obligations are assumed to have been resolved during 2012/13. For report purposes, residual revenue is assumed to have been distributed to the City in the same proportion as General Fund Revenue.

(3) Total Direct rate as presented is the Basic Levy plus Direct Debt Service

(4) The school district rates are for applicable school districts

(5) Overlapping rate for Metropolitan Water District and Calleguas Muni Water Annex#16. Reflects actual overlapping rate. Not all overlapping rates apply to all city property owners.

* Correction of debt service amount FY2016

Source: County of Ventura, Office of the Auditor-Controller
HdL, Coren & Cone

City of Oxnard, California

SCHEDULE VIII

Principal Property Taxpayers
Current Year and Nine Years Ago

Taxpayer	2019			2010		
	Taxable Assessed Value	Rank	Percentage of Total Taxable Assessed Value	Taxable Assessed Value	Rank	Percentage of Total Taxable Assessed Value
Procter & Gamble Paper Products	337,235,436	1	1.660%	275,366,866	1	1.802%
Essex Arbors LP	218,402,397	2	1.075%			
Vintage California Production, LLC	173,116,062	3	0.852%			
SOCM I LLC	118,081,445	4	0.581%			
Serenade Apts Properties Owner LLC	111,008,121	5	0.546%			
HAAS Automation Inc	97,765,500	6	0.481%			
G and 1 IX Esplanade Property LP	84,757,114	7	0.417%			
New-Indy Oxnard LLC	77,683,576	8	0.382%			
MC Gaelic Group	75,347,752	9	0.371%			
Duesenberg Investment Company	75,312,108	10	0.371%			
ESSEX Tierra Vista LP				82,755,356	2	0.542%
HAAS Automation Inc				79,651,400	3	0.521%
SI VIII LLC				77,863,336	4	0.510%
GS Paz Mar LP				69,409,780	5	0.454%
MEF Realty LLC				69,401,602	6	0.454%
Fred Kavili				67,452,326	7	0.441%
RP Apartment Ventures LLC				67,028,201	8	0.439%
Duesenberg Investment Company				66,541,737	9	0.435%
International Paper Company				61,533,100	10	0.403%
Other taxpayers	18,945,070,703		93.262%	14,362,600,288		93.999%
Totals	20,313,780,214		100.00%	15,279,603,992		100.000%

Source: HdL Coren & Cone

City of Oxnard, California

SCHEDULE IX Property Tax Levies and Collections Last Ten Fiscal Years

Year Ended June 30	Total Tax Levy for Fiscal Year (1)	Collected within the Fiscal Year of the Levy		Collections in Subsequent Years (1)	Total Collections to Date	
		Amount (2)	Percentage of Levy		Amount	Percentage of Levy
2010	75,929,128	71,755,189	94.50%	136,565	71,891,754	94.68%
2011	72,434,536	71,118,203	98.18%	105,158	71,223,361	98.33%
2012	70,330,200	63,176,888	89.83%	9,629	63,186,517	89.84%
2013	53,833,600	52,537,321	97.59%	1,560	52,538,881	97.59%
2014	55,367,000	50,243,275	90.75%	456,769	50,700,044	91.57%
2015	56,032,000	53,289,829	95.11%	910,819	54,200,648	96.73%
2016	61,480,511	57,222,321	93.07%	350,407	57,572,728	93.64%
2017	59,960,303	50,883,749	84.86%	1,523,414	52,407,163	87.40%
2018	68,931,117	57,331,418	* 83.17%	903,482	58,234,900	84.48%
2019	70,811,106	58,983,965	83.30%	1,290,711	60,274,676	85.12%

Source: (1) Finance Department, City of Oxnard

(2) County of Ventura

* Correction of collection amount from FY2016-17 to FY2017-18

City of Oxnard, California

SCHEDULE X Ratios of Outstanding Debt by Type Last Ten Fiscal Years

Fiscal Year	Governmental Activities				Business-type Activities		Total Primary Government	(1) Percentage of Personal Income	(2) Per Capita
	Revenue Bonds	Certificates of Participation	Tax Allocation Bonds	Capital Leases	Revenue Bonds	Capital Leases			
2010	38,877,717	33,600,000	46,475,000	1,436,151	370,257,293	3,632,411	494,278,572	13.333%	2,510
2011	37,359,198	32,820,000	45,155,000	2,552,594	383,230,810	3,623,668	504,741,270	13.498%	2,524
2012	35,781,802	32,010,000	-	5,665,006	372,713,206	2,963,438	449,133,452	11.319%	2,241
2013	34,146,715	25,335,000	-	11,101,548	361,808,291	2,620,593	435,012,147	10.825%	2,166
2014	32,453,939	24,755,000	-	9,943,968	347,340,473	2,093,846	416,587,226	10.252%	2,046
2015	71,026,930	24,064,918	-	22,159,563	316,333,774	1,546,350	435,131,535	10.581%	2,139
2016	66,823,533	23,464,945	-	21,558,130	305,514,850	1,034,692	418,396,150	10.043%	2,021
2017	64,280,135	22,839,973	-	19,873,684	295,626,652	552,843	403,173,287	9.716%	1,940
2018	66,940,356	22,180,000	-	22,695,103	285,697,296	5,073,701	402,586,456	9.318%	1,948*
2019	63,984,454	21,460,000	-	20,060,511	278,192,906	4,590,375	388,288,245	8.434%	1,850

NOTE: (1) Details regarding the City's outstanding debt can be found in the notes to the financial statements.

(2) See the Schedule of Demographic and Economic Statistics for personal income and population data HDL Coren & Coen

* Corrected to use 2018 Per Capita not 2017 per HDL Coren & Coen

Source: Finance Department, City of Oxnard
HDL Coren & Coen

City of Oxnard, California

SCHEDULE XI Direct and Overlapping Governmental Activities Debt As of June 30, 2019

<u>Governmental Unit</u>	<u>Debt Outstanding</u>	<u>Estimated Percentage Applicable(1)</u>	<u>Estimated Share of Overlapping Debt</u>
City of Oxnard Overlapping Tax Debt:			
Metropolitan Water District	48,050,000	0.689%	331,065
Ventura County Community College District	275,097,579	15.056%	41,418,691
Oxnard Union High School District	275,357,016	46.575%	128,247,530
Oxnard School District	262,301,666	92.584%	242,849,374
Rio School District	70,900,000	87.116%	61,765,244
Rio School District Community Facilities District No 1	63,705,000	100.000%	63,705,000
Hueneme School District	45,436,769	43.116%	19,590,517
Ocean View School District	12,020,247	40.077%	4,817,354
City of Oxnard Community Facilities District 1	7,455,000	100.000%	7,455,000
City of Oxnard Community Facilities District 3	24,900,000	100.000%	24,900,000
City of Oxnard Boulevard Highway Communities Facilities District	5,635,000	100.000%	5,635,000
City of Oxnard - Rice Avenue/Hwy 101 Assessment District 2001-1	9,160,000	100.000%	9,160,000
City of Oxnard - Oxnard Blvd/Hwy 101 Assessment District 2000-1	1,620,000	100.000%	1,620,000
California Statewide Community Development Authority 1915 Act Bond	135,262	100.000%	135,262
Ventura County General Fund Obligations	324,780,000	15.051%	48,882,638
Ventura County Superintendent of Schools - Certificates of Participation	9,220,000	15.051%	1,387,702
Oxnard Union High School District - Certificates of Participation	21,148,022	46.575%	9,849,691
Ocean View School District - Certificates of Participation	6,451,200	40.077%	2,585,447
Oxnard School District - Certificates of Participation	11,174,000	92.584%	10,345,336
Rio School District - Certificates of Participation	5,000,000	87.116%	4,355,800
Successor Agency - Tax Increment Debt	32,735,000	100.000%	32,735,000
Subtotal - Overlapping Debt	1,512,281,761		721,771,651
City of Oxnard Direct Debt (2):			
City of Oxnard Lease Revenue Bonds			63,984,453
City of Oxnard Gas Tax and Revenue Certificate of Participation			21,460,000
City of Oxnard Lease Purchase Agreements			15,428,704
City of Oxnard Capital Lease Obligations			4,631,808
Subtotal - Direct Debt			105,504,965
Total Direct and Overlapping Debt			827,276,616

Notes:

- (1) The percentage of overlapping debt applicable to the City is estimated using assessed property values. Applicable percentages were estimated by determining the portion of the overlapping District's assessed value that is within the boundaries of the City divided by the District's total taxable assessed value.
- (2) Excludes debt for business-type activities

City of Oxnard, California

SCHEDULE XII
 Legal Debt Margin Information
 Last Ten Fiscal Years
(in thousands)

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Debt limit	2,349,884	2,333,523	2,322,196	2,319,396	2,427,380	2,593,772	2,643,158	2,762,153	2,888,347	3,024,677
Total net debt applicable to limit	-	-	-	-	-	-	-	-	-	-
Legal debt margin	<u>2,349,884</u>	<u>2,333,523</u>	<u>2,322,196</u>	<u>2,319,396</u>	<u>2,427,380</u>	<u>2,593,772</u>	<u>2,643,158</u>	<u>2,762,153</u>	<u>2,888,347</u>	<u>3,024,677</u>
Total net debt applicable to the limit as a percentage of debt limit	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Legal Debt Margin Calculation for Fiscal Year 2018

Assessed value	16,259,181
Add back: exempt real property	<u>3,905,329</u>
Total assessed value	20,164,510
Debt limit (15% of total assessed value)	3,024,677
Debt applicable to limit:	
General obligation bonds	363,637
Less: assets in debt service funds for principal payments	
Revenue bonds - governmental activities	(63,984)
Revenue bonds - business-type activities	(278,193)
Tax allocation bonds-community development commission	-
Certificates of participation	<u>(21,460)</u>
Total net debt applicable limit	<u>(0.00)</u>
Legal debt margin	3,024,677

Source: County of Ventura
 Finance Department, City of Oxnard

City of Oxnard, California

SCHEDULE XIII Pledged Revenue Coverage Last Ten Fiscal Years

Water Revenue Bonds						
Fiscal Year	Gross Revenues	Less: Operating Expenses	Net Available Revenues	Debt Service Principal	Interest	Coverage
2010	39,764,998	28,681,992	11,083,006	2,105,000	8,049,790	1.09
2011	46,118,265	29,910,426	16,207,839	2,209,809	11,621,908	1.17
2012	49,580,413	30,309,016	19,271,397	3,195,568	11,858,798	1.28
2013	53,306,397	36,096,926	17,209,471	3,479,490	10,524,675	1.23
2014	55,340,757	36,361,905	18,978,852	3,858,359	10,838,887	1.29
2015	50,487,289	39,181,785	11,305,504	4,017,916	10,480,270	0.78
2016	49,612,518	39,489,138	10,123,380	4,144,638	10,259,011	0.70
2017	52,568,502	40,588,814	11,979,688	4,290,245	10,139,238	0.83
2018	63,762,875	39,787,848	23,975,027	4,474,671	9,973,380	1.66
2019	59,825,449	46,841,663	12,983,786	3,457,368	9,318,847	1.02

Environmental Resources Revenue Bonds

Fiscal Year	Gross Revenues	Less: Operating Expenses	Net Available Revenues	Debt Service Principal	Interest	Coverage
2010	40,614,642	37,258,502	3,356,140	2,447,346	885,840	1.01
2011	45,243,032	39,058,556	6,184,476	2,534,094	1,178,081	1.67
2012	44,403,042	38,874,986	5,528,056	2,651,878	929,973	1.54
2013	42,668,594	38,235,619	4,432,975	2,729,777	763,442	1.27
2014	44,670,034	36,624,969	8,045,065	2,681,421	752,146	2.34
2015	43,578,972	35,911,447	7,667,525	2,813,015	254,592	2.50
2016	41,677,411	36,427,580	5,249,831	1,930,153	250,937	2.41
2017*	-	-	-	-	-	-
2018*	-	-	-	-	-	-
2019*	-	-	-	-	-	-

Note: The above operating expenses figures do not include depreciation and debt service expenses
The City's bond obligations are secured by the pledge of the net system revenues.

* There was no pledged revenue during this year.

Source: Finance Department, City of Oxnard

City of Oxnard, California

SCHEDULE XIII (Continued)

Pledged Revenue Coverage Last Ten Fiscal Years

Wastewater Revenue Bonds						
Gross Revenues	Less: Operating Expenses	Net Available Revenues	Debt Service Principal	Interest	Coverage	Fiscal Year
23,165,658	17,588,757	5,576,901	3,255,000	7,284,462	0.53	2010
25,373,362	16,484,729	8,888,633	3,367,079	7,359,648	0.83	2011
31,680,309	18,146,959	13,533,350	3,532,784	7,060,378	1.28	2012
31,045,715	18,763,458	12,282,257	3,709,555	6,882,148	1.16	2013
31,496,211	19,228,381	12,267,830	4,316,967	6,738,688	1.11	2014
32,169,034	23,548,005	8,621,029	4,193,581	6,586,349	0.80	2015
30,622,683	21,786,745	8,835,938	4,302,474	4,731,254	0.98	2016
39,609,685	20,434,186	19,175,499	4,353,176	4,643,123	2.13	2017
40,284,050	20,836,258	19,447,792	4,481,192	4,963,668	2.06	2018
45,098,831	25,571,933	19,526,898	4,433,905	4,293,796	2.24	2019

Oxnard Housing Authority Revenue Bonds

Gross Revenues	Less: Operating Expenses	Net Available Revenues	Debt Service Principal	Interest	Coverage	Fiscal Year
24,847,419	23,750,482	1,096,937	235,000	212,903	2.45	2010
25,312,733	23,531,077	1,781,656	240,000	198,220	4.07	2011
23,905,239	23,029,780	875,459	250,000	189,204	1.99	2012
23,782,397	23,948,254	(165,857)	260,000	180,456	(0.38)	2013
26,172,885	24,332,827	1,840,058	270,000	168,169	4.20	2014
23,119,454	22,346,820	772,634	280,000	160,170	1.76	2015
23,119,454	22,587,321	532,133	295,000	149,436	1.20	2016
26,476,702	25,300,241	1,176,461	310,000	132,968	2.66	2017
27,712,683	27,085,179	627,504	320,000	130,683	1.39	2018
27,767,016	27,519,718	247,298	335,000	114,345	0.55	2019

City of Oxnard, California

SCHEDULE XIV Demographic and Economic Statistics Last Ten Fiscal Years

Fiscal Year	(1) Population	(2) Personal Income (in thous)	(2) Per Capita Income	(3) Median Age	(4) School Enrollment	(5) Unemployment Rate
2010	200,004	3,707,181	18,829	29.7	39,135	14.4%
2011	199,722	3,739,475	18,697	30.5	38,595	14.2%
2012	200,390	3,968,123	19,802	30.3	39,231	13.0%
2013	200,855	4,018,506	20,007	30.1	38,813	10.1%
2014	203,645	4,063,329	19,953	30.3	39,418	8.6%
2015	206,148	4,112,210	20,210	30.5	39,266	5.8%
2016	206,997	4,166,242	20,127	30.7	39,425	6.2%
2017	207,772	4,149,665	19,972	30.8	41,338	5.6%
2018	206,499	4,320,613	20,923	31.4	39,461	5.1%
2019	209,879	4,603,746	21,935	31.7	39,578	4.8%

Sources: (1) California Department of Finance, Demographic Research Unit.
 (2) HdL Coren & Cone
 (3) HdL Coren & Cone, US Census Bureau Community Facts
 (4) Oxnard School Districts (Elementary) and Oxnard Union High School District , Oxnard College

City of Oxnard, California

SCHEDULE XV Principal Employers Current Year and Ten Years Ago

Employer	2019		2010	
	Number of Employees	Percent of Total Employment	Number of Employees	Percent of Total Employment
Oxnard Elementary School District	2,316	2.38%	1,051	1.9800%
Spatz Laboratories	1,969	2.02%	DATA NOT AVILABLE	DATA NOT AVILABLE
Haas Automation	1,497	1.54%	750	1.4129%
Oxnard Union School District	1,461	1.50%	600	1.1303%
St. John's Regional Medical Center	1,429	1.47%	1,500	2.8259%
City of Oxnard*	1,436	1.48%	1,206	2.2720%
Rio School District	598	0.61%	DATA NOT AVILABLE	DATA NOT AVILABLE
Waterway Plastics Inc	535	0.55%	DATA NOT AVILABLE	DATA NOT AVILABLE
Oxnard College	373	0.38%	700	1.3187%
Child Development Resources	299	0.31%	DATA NOT AVILABLE	DATA NOT AVILABLE
Subtotal	11,913	12.24%	5,807	10.94%
Rest of Oxnard	85,403	87.76%	47,274	89.06%
Total	97,316	100.00%	53,081	100.00%

Source: Employment Development Dept-Labor Market Information, Company HR Divisions,
Oxnard Chamber of Commerce, and DataUSA.io

* City of Oxnard Finance Department

City of Oxnard, California

SCHEDULE XVI Operating Indicators by Function Last Ten Fiscal Years

Function	2010	2011	2012	2013	2014
Police					
Physical arrests	7,794	8,116	7,278	6,790	6,169
Parking violations	35,346	35,091	34,914	32,120	25,130
Traffic violations	25,288	25,517	22,294	15,800	17,775
Fire					
Number of calls answered	13,417	13,813	13,381	14,127	14,770
Inspections	4,777	5,614	4,212	5,000	3,588
Highways and streets					
Potholes repaired	12,650	13,000	14,000	13,000	13,500
Sanitation					
Total number of customers	37,124	43,991	44,034	44,312	44,677
Refuse/recyclables collected (tons/day)	570	577	558	569	582
Recyclables collected (tons/day)	91	93	98	98	101
Culture and recreation					
Community center admissions	27,934	29,655	33,751	29,910	22,980
Water					
Total number of customers	40,756	40,785	41,064	41,019	41,319
Average daily consumption	23,246,924	23,293,140	23,094,489	23,578,792	24,041,322
Wastewater					
Total number of customers	38,081	38,158	38,379	38,712	38,971
Average daily sewerage treatment	23,000,000	23,000,000	23,000,000	23,000,000	19,700,000

Source: Various departments, City of Oxnard

* Began using a more accurate analysis measurement in 2019

^ Includes total admissions for both the Wilson and South Oxnard Community Centers

City of Oxnard, California

SCHEDULE XVI (Continued)

Operating Indicators by Function

Last Ten Fiscal Years

2015	2016	2017	2018	2019	Function
					Police
7,388	7,063	6,641	6,495	6,997	Physical arrests
26,033	32,288	32,273	25,663	36,159	Parking violations
18,596	15,845	16,935	18,745	17,804	Traffic violations
					Fire
15,560	17,678	17,974	25,005	28,528	Number of calls answered
3,030	2,296	1,463	3,710	3,107	Inspections
					Highways and streets
13,000	12,500	12,500	12,500	2000*	Potholes repaired
					Sanitation
44,944	45,266	45,537	45,773	46,043	Total number of customers
605	608	626	645	706	Refuse/recyclables collected (tons/day)
98	101	104	125	131	Recyclables collected (tons/day)
					Culture and recreation
35,857	28,896	26,343	26,196	40,760^	Community center admissions
					Water
41,437	41,635	42,301	42,041	42,122	Total number of customers
21,014,055	21,701,750	22,130,222	22,444,527	20,691,499	Average daily consumption
					Wastewater
39,210	39,374	39,580	39,735	39,808	Total number of customers
19,700,000	19,700,000	18,800,000	19,080,000	19,700,000	Average daily sewerage treatment

City of Oxnard, California

SCHEDULE XVII Capital Assets by Function Last Ten Fiscal Years

Function	2010	2011	2012	2013	2014
Public safety					
Police					
Stations	1	1	1	1	1
Police vehicles	171	264	275	268	268
Fire					
Stations	7	7	7	7	7
Hydrants	5,413	5,413	5,430	5,500	5,500
Sanitation					
Collection trucks	52	52	51	51	51
Highways and streets					
Streets (miles)	400	400	400	400	400
City-owned streetlights	674	674	674	974	974
SCE-owned streetlights	9,943	9,943	10,005	10,067	10,192
Culture and recreation					
Parks acreage	550	550	550	550	550
Parks	58	58	58	58	58
Ball diamonds	30	37	37	37	37
Basketball courts	29	47	47	47	47
Craft/Activity buildings	8	10	10	10	10
Gymnasium	2	2	2	2	2
Swimming pools	1	1	1	1	1
Tennis courts	31	30	30	30	30
Community centers	3	3	3	3	3
Library					
Number of books	356,456	356,624	362,753	337,015	325,906
Number of microfilms	8,572	8,634	8,708	8,726	8,729
Number of audiotapes	21,345	22,105	21,676	20,060	20,423
Number of videotapes	16,045	16,015	17,288	14,688	15,025
Number of DVD					
Number of CD-ROMS (data disk)	689	617	620	438	447
Water					
Water mains (miles)	592	592	597	600	600
Maximum daily treatment capacity	18,600,000	18,600,000	18,600,000	18,600,000	18,600,000
Sewer					
Miles of sewer lines	445	445	445	445	430

Source: Various departments, City of Oxnard
 ^ Total includes only city-owned fire hydrants
 * Transitioned from video tapes to DVD's

City of Oxnard, California

SCHEDULE XVII (Continued)

Capital Assets by Function
Last Ten Fiscal Years

2015	2016	2017	2018	2019	Function
					Public safety
					Police
1	1	1	1	1	Stations
311	233	236	236	240	Police vehicles
					Fire
8	8	8	8	8	Stations
5,500	5,500	5,551	5,551	5,676^	Hydrants
					Sanitation
50	52	52	50	56	Collection trucks
					Highways and streets
400	432	432	451	452	Streets (miles)
972	980	1,025	1,025	1,025	City-owned streetlights
10,225	10,225	10,240	10,242	10,242	SCE-owned streetlights
					Culture and recreation
555	561	561	561	539	Parks acreage
59	62	61	61	56	Parks
37	22	27	29	30	Ball diamonds
48	25	30	30	30	Basketball courts
10	2	2	2	2	Craft/Activity buildings
2	2	2	2	2	Gymnasium
1	1	1	1	1	Swimming pools
30	25	33	32	32	Tennis courts
3	2	3	3	3	Community centers
					Library
318,644	316,646	333,016	366,051	411,482	Number of books
8,729	5,885	8,323	7,822	8,377	Number of microfilms
19,618	18,902	10,922	13,003	20,528	Number of audiotapes
14,167	14,259	-	-	-	Number of videotapes
		19,249*	17,947*	21,162*	Number of DVD
16	3,072	-	-	-	Number of CD-ROMS (data disk)
					Water
600	600	624	624	563	Water mains (miles)
18,600,000	18,600,000	18,600,000	18,600,000	18,600,000	Maximum daily treatment capacity
					Sewer
430	430	430	430	430	Miles of sewer lines

City of Oxnard, California

SCHEDULE XVIII

Full-Time Equivalent City Government Employees by Function
Last Ten Fiscal Years

Function	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
General government	234	234	228	227	230	230	228	224	288	279
Public Safety										
Police										
Officers	237	237	236	252	249	252	243	252	268	258
Civilians	151	151	151	155	159	157	151	110	114	117
Fire										
Firefighters & officers	103	103	101	101	110	125	125	125	150	123
Civilians	3	3	3	3	3	3	3	3	4	8
Transportation	50	50	49	49	44	43	25	16	27	39
Community development	66	66	66	60	58	59	50	52	57	58
Culture and recreation	85	85	83	83	83	81	67	55	95	92.5
Utilities										
Water	51	51	51	51	50	50	52	53	56	52
Wastewater	72	72	70	76	79	80	81	81	74	73
Environmental Resources	78	78	79	79	80	118	113	118	175	172
Housing	81	81	83	82	82	81	80	81	70	71
Total	1,211	1,211	1,200	1,217	1,226	1,278	1,218	1,171	1,378	1342.5

Source: Finance Department, City of Oxnard



Audit Report for FYE June 30, 2019

City Council Meeting
February 4, 2020



Agenda

Independent Auditor's Opinion	1
CAFR Highlights	2
Key Takeaways	6
Critical Audit Matters	9



Independent Auditor's Opinion

***“Clean Opinion” for June 30, 2019
see page 1 – 4 of CAFR.***

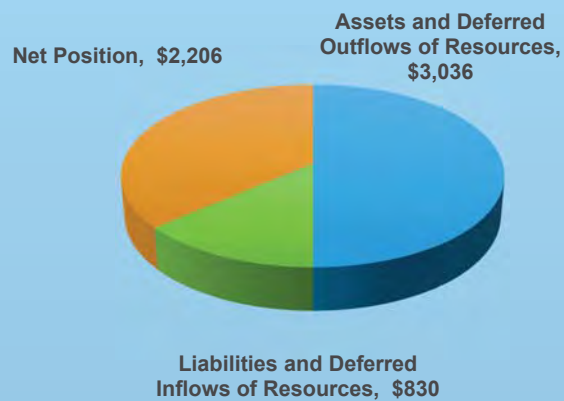


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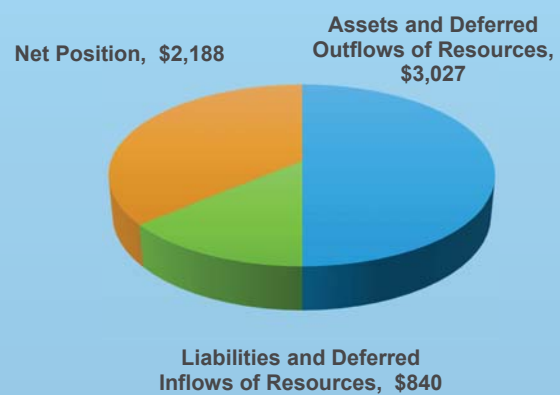


CAFR Highlights - Net Position (\$ millions)

2019



2018



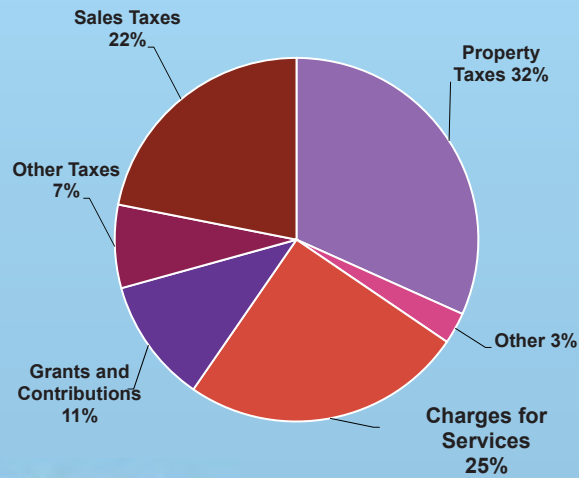
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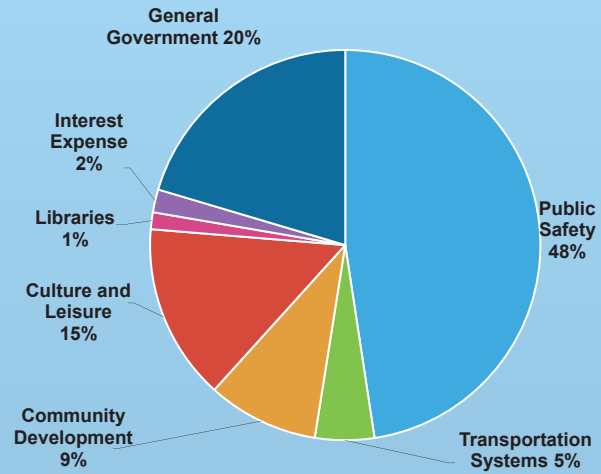
CAFR Highlights

Governmental Activities Revenues & Expenses

Revenues - Governmental Activities



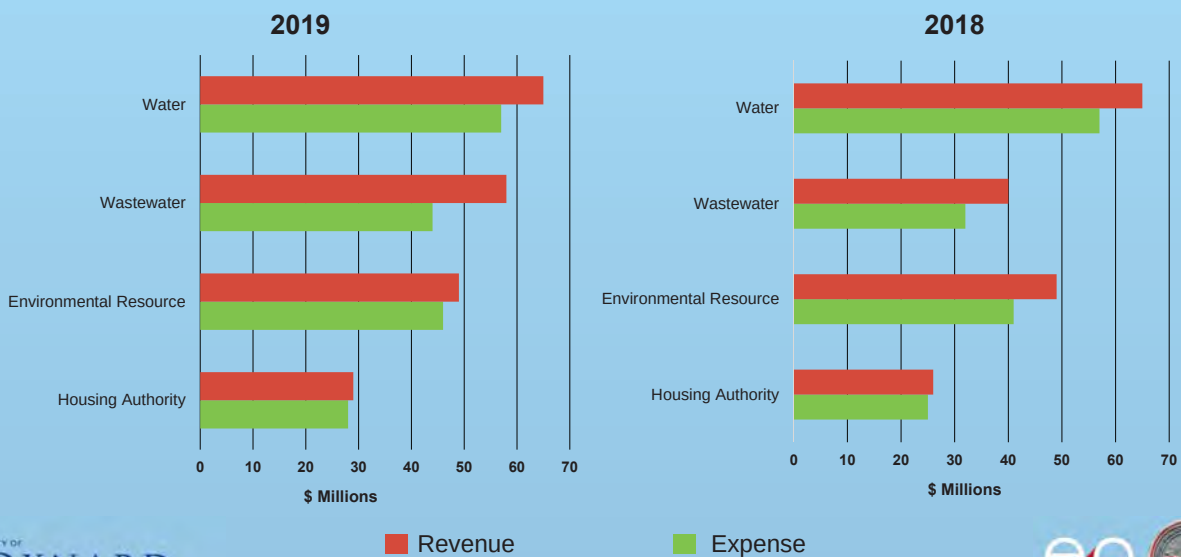
Expenses - Governmental Activities



-3-

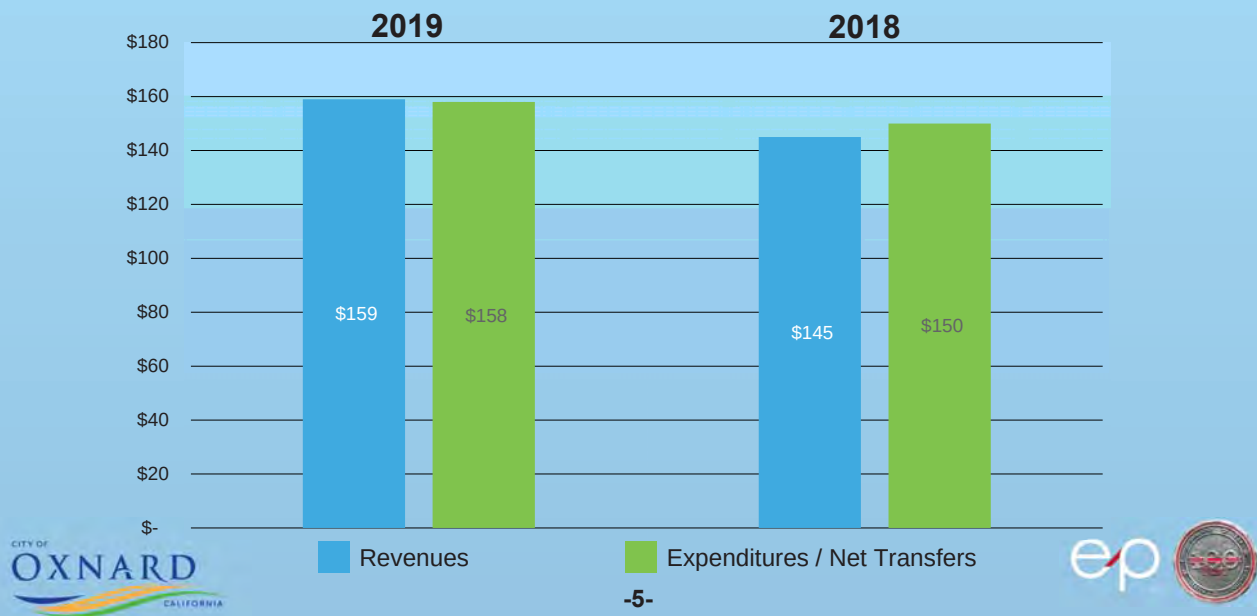
CAFR Highlights - (\$ millions)

Business-Type Activities Revenues & Expenses



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CAFR Highlights - General Fund Group (\$ millions)

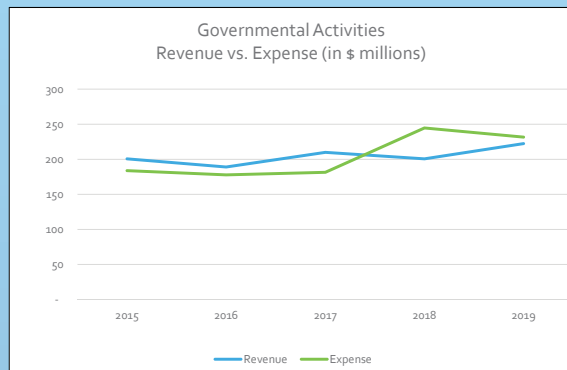


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Key Takeaways

Governmental Activities

- Expenses outpaced revenues over 5 years



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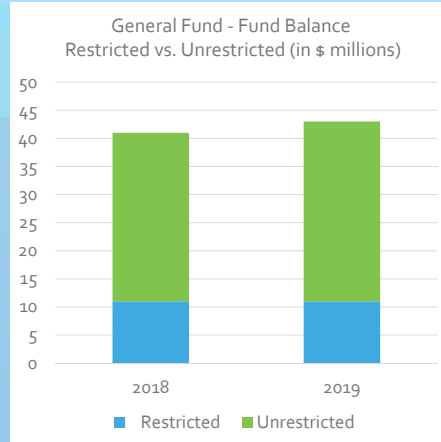
Key Takeaways

General Fund Group

- Fund balance is what remains when you deduct liabilities from assets.

- 5 Components

- Nonspendable
 - Restricted
 - Committed
 - Assigned
 - Unassigned
- Unrestricted Fund Balance



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Key Takeaways

- GFOA recommends that governments should establish a policy on the level of **unrestricted fund balance** that should be maintained for both GAAP and budgetary purposes.
- **Reserves** – set-aside of funds to hedge against risk and uncertainty. Reserves provide the City with options for responding to unexpected issues.



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Critical Audit Matters

- Challenges encountered during audit
 - None
- Audit adjustments
 - No material adjustments
- New accounting pronouncements
 - GASB 83 – Certain Asset Retirement Obligations
 - GASB 88 – Certain Disclosures Related to Debt, including Direct Borrowings and Direct Placements
 - GASB 89 – Accounting for Interest Cost Incurred Before the End of a Construction Period



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Critical Audit Matters (Continued)

- Accounting estimates
 - Actuarial valuation of OPEB liability, pension liability and self-insurance claims
- Significant disclosures
 - Cash and investments, bonds payable, pension and OPEB liabilities and risk & uncertainties
- Other audit findings
 - We will issue a report on internal control along with the status report on the City's corrective action plan in March 2020



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THANK YOU



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CITY COUNCIL AGENDA REPORT
REPORTS
AGENDA ITEM NO. M.3.

DATE: February 4, 2020

TO: City Council

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

SUBJECT: City of Oxnard Internal Audit Annual Work Plan Proposal for FY 2019/2020. (5/5/5)

RECOMMENDATION

That the City Council ratify the Internal Auditor Annual Work Plan for FY2019/2020. (Finance and Governance Committee approved 3-0)

BACKGROUND

Price Paige and Company, the City's Internal Auditor, conducted a risk assessment of the City's operations during September 2017, and that risk assessment is updated annually to reflect additional information that is received throughout the year.

Also, per contract requirements, the Internal Auditor prepares an annual audit work plan proposal every year, which requires ratification from City Council. On October 8, 2019, staff brought both the proposed work plan for 2018/2019 and for 2019/2020 (as well as other items) to the Finance and Governance Committee. That Committee approved the proposed work plan for 2018/2019 and sent it onto Council, which subsequently also approved that work plan.

DISCUSSION

The proposed work plan for 2019/2020 by the Internal Auditor, which was presented to the Committee in October, included:

1. Completion of the PACC audit for \$10,000
2. Completion of the City Corp audit for \$12,000
3. Completion of the Golf Course audit for \$15,000
4. Completion of the Payroll/Overtime audit for \$15,000
5. Completion of the Environmental Resources audit for \$7,500
6. Basic Audit Services for \$15,000
7. IDEA Warrant/Disbursement (more thorough risk analysis) and Payroll Analysis for \$45,000
8. Credit Card and Travel Reimbursements audit for \$20,000
9. Whistleblower Hotline for \$50,000

Thus, the total proposed Internal Audit Work Plan for this year was \$189,500. Additionally, the Internal Auditor suggested three other possible areas for future audits based on its risk assessment:

1. Purchasing/procurement (potential compliance concerns, bid splitting, sole source) for \$30,000
2. Accounts receivable and billings (potential misappropriation of cash receipts, permits, utilities) for \$27,500

3. Payroll/HR (potential improper classification of pay for PERS purposes) for \$20,000

When this proposed work plan came before Committee in October, staff recommended continuation of the Whistleblower Hotline, the internal auditor basic services, and finalizing the Payroll/ Overtime and Environmental Resources audits, both of which are near completion. Staff recommended that the Committee should not authorize the completion of the PACC and Golf Course audits because those circumstances have substantially changed, with a new vendor operating the Golf Course and the 2018-19 business model that was to be audited at the PACC no longer in place. Second, staff recommended against approval of finalizing the City Corps audit because key staff with City Corps knowledge left the City, and due to budget reductions, the program has substantially changed. Staff needs time to complete the transition. Staff believes a City Corps audit would be appropriate in the future. Third, staff conferred with the City's External Auditor regarding the Credit Card and Travel Reimbursements audit; Eden Casareno of Eadie + Payne said she had no reason to believe there was a risk in these areas (admitting she had not pulled many samples) and also pointed out that these are relatively low cost areas. Regarding the suggestion of a Purchasing/Procurement audit, the Committee had further questions for staff, related to purchasing, sole sourcing and procurement cards.

Staff returned to the Committee on December 10, 2019, to present to the Committee regarding Purchasing. The Purchasing Manager gave a presentation on the changes to procurement over the last three years and focused on addressing the issues the Committee raised in October. She recently retired, and we are now onboarding a new Purchasing Manager; on the basis of the former Purchasing Manager's presentation and also due to this transition, staff recommended against the Purchasing/Procurement audit at this time. Finally, staff recommended against the IDEA Warrant because the Internal Auditor's contract terminates in June, so it would be premature to make this commitment.

The Committee unanimously approved a FY 2019/2020 Audit Annual Work Plan with the following items:

1. Completion of the Payroll/Overtime audit for \$15,000
2. Completion of the Environmental Resources audit for \$7,500
3. Basic Audit Services for \$15,000
4. Whistleblower Hotline for \$50,000

Additionally, the Internal Auditor did some work at the beginning of this fiscal year on the City Corps and PACC performance audits for which it has sent the City bills. The total of those costs are \$13,590. Since at that time the Internal Auditor still had those two audits listed on its work plan to complete, staff recommends these bills be paid. Thus, the updated Audit Annual Work Plan for FY 2019/2020 total cost is \$101,090.

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:

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.

Objective 1b. Establish an Internal Audit Program to complete performance audits of identified programs to ensure compliance with state and federal law and that Council policy is adhered to.

Objective 1c. Develop written procedures to address Internal Control recommendations from Auditor.

FINANCIAL IMPACT

The total allocation for the FY 2019/20 is \$101,090. When the original Agreement was adopted, the City Council

appropriated \$200,000 per the staff report. Funding for this allocation has been budgeted into the FY 2019/20 General Fund Non-Departmental Professional Contract (Account no. 101-1001-801-8209). Thus, no additional funding is needed at this time.

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on December 10, 2019, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Sarah Rowley, Administrative Assistant, Shiri Klima, Deputy City Manager

ATTACHMENTS

1. 2.4.20 CC - Internal Auditor FY 2019-20 Work Plan Presentation

FY 2019/20 AUDITOR'S ANNUAL WORK PLAN

Shiri Klima, Deputy City Manager
City Council
February 4, 2020



INTERNAL AUDIT ITEMS

Items Presented	Committee Determination
FY 2018-19 Work Plan ratification	Committee recommended approval 10/8/19; Council approved 12/17/19
Internal Auditor contract amendment	Committee recommended approval 10/8/19; Council approved 12/17/19
Resolution delegating F&G Committee and its Chair for Internal Auditor Oversight and Coordination of Internal Auditor services	Committee recommended approval 10/8/19; Council approved 12/17/19
FY 2019-20 Work Plan ratification	Committee approved 12/10/19
Discussing new Internal Audit Program framework	Going to Committee 1/28/20
Whistleblower Summary Update	Going to Committee 2/11/20

FISCAL YEAR 2019/20 PROPOSED WORK PLAN

Anticipated Work	Amount
Whistleblower Hotline: Monitoring & Investigations	\$50,000
Internal Auditor Basic Services	\$15,000
Payroll/Overtime Analysis	\$15,000
Environmental Resources Performance Audit	\$7,500
2019/20 Charges (City Corps Performance Audit 7/31/19, 8/31/19, 9/30/19, 10/31/19)	\$6,665
2019/20 Charges (PACC Performance Audit 7/31/219, 8/31/19, 9/30/19, 10/31/19)	\$6,925
TOTAL	\$101,090

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RECOMMENDATION

That the City Council ratify the Internal Auditor's Annual Work Plan for FY 2019/20.

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