

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 Library, 251 South "A" Street and the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Any materials to be presented at this meeting will be made available electronically 24 hours prior to the meeting, at the end of this agenda. The agenda reports are 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
September 19, 2017
Regular Meeting - 6:00 PM
Closed Session - 4:30 PM
Appointment Item - 6:30 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 (4:30 PM)

1. Conference with Legal Counsel – Existing Litigation

CC (Government Code section 54956.9 (d)(1))

Name of case: City of Oxnard; et al. v. Aaron Starr

Ventura County Superior Court, Case No. 56-2016-00479696-CU-MC-VTA

The City Attorney requested that this item be discussed in closed session under the Brown Act authorization for the City Council to confer with its legal counsel regarding pending litigation.

2. Conference with Legal Counsel – Existing Litigation

CC (Government Code section 54956.9 (d)(1))

Name of case: Aaron Starr v. City of Oxnard

Ventura County Superior Court, Case No. 56-2017-00494475-CU-WM-VTA

The City Attorney requested that this item be discussed in closed session under the Brown Act authorization for the City Council to confer with its legal counsel regarding pending litigation.

3. Conference with Legal Counsel – Potential Litigation

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.

City of Oxnard internet address: www.oxnard.org.

CC On the advice of the City Attorney, pursuant to Government Code section 54956.9(d)(4), based on existing facts and circumstances, the City Council shall decide whether to initiate litigation in one potential case.

The City Attorney requested that this item be discussed in closed session under the Brown Act authorization for the City Council to confer with its legal counsel regarding potential litigation.

D. OPENING CEREMONIES

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Proclamation Designating the Week of September 17 - 23, 2017 as "Constitution Week."
2. SUBJECT: Presentation by the Ventura County Civic Alliance and Oxnard Union High School District Regarding the Second Annual Linked Learning Summer at City Hall Program.

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. APPOINTMENT ITEM (6:30 PM)

City Manager Department

1. SUBJECT: Ventura County Civic Alliance Annual Report
RECOMMENDATION: That City Council receive the Annual Report from the Ventura County Civic Alliance.
Legislative Body: CC Contact: Greg Nyhoff Phone: 385-7430

H. 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.

I. 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.

J. 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.

K. 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.

L. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the June 13, 2017 Regular Meeting.

RECOMMENDATION: That the City Council approve the Minutes as presented.

Legislative Body: CC

Contact: Michelle Ascencion

Phone: 385-7805

City Manager Department

2. SUBJECT: Agreements for City Council Review

RECOMMENDATION: That City Council, pursuant to Ordinance No. 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the following agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000:

A. County of Ventura (A-7218) for cultural heritage review services (\$57,000).

B. WestRux, International, Inc. (Purchase Order No. 6470) to purchase a replacement engine for a 2001 Kenworth semi-tractor used to transport waste to the landfills (\$28,693).

C. Motorola Solutions (Purchase Order No. 6482) to purchase 16 portable radios, microphones, chargers and batteries to be used by the Firefighters (\$84,453).

D. Stantec Consulting Services (6856-14-CM) to conduct a downtown parking study (\$27,700).

Legislative Body: CC

Contact: Greg Nyhoff

Phone: 385-7430

Development Services Department

3. SUBJECT: Notice of Pending Approval – Parcel Map No. 17-300-06

RECOMMENDATION: Receive and file only.

Legislative Body: CC

Contact: Ashley Golden

Phone: 385-7882

4. SUBJECT: Adoption of Ordinance No. 2922, Pertaining to Financial Plaza Tower III Development Agreement Amendment

RECOMMENDATION: That the City Council adopt Ordinance No. 2922 (by title only, further reading waived), approving the First Amendment to Development Agreement No. 02-670-01 (PZ Permit No. 16-670-01); and adopting Addendum No. 2017-01 to Final Environmental Impact Report No. 89-4 for the Financial Plaza Tower III, and imposing mitigation measures identified within said addendum.

Legislative Body: CC

Contact: Ashley Golden

Phone: 385-7882

M. REPORTS

City Treasurer Department

1. SUBJECT: Stale Dated Checks and Unclaimed Funds (5/10/5)

RECOMMENDATION: The Treasurer recommends that Council receive a report on stale dated checks and unclaimed funds, confirm support for the actions and time tables provided and file this report.

Legislative Body: CC

Contact: Phillip S. Molina

Phone: 385-7808

Public Works Department

2. SUBJECT: Award Contract for La Colonia Neighborhood Street Improvement Project Phase I PW 15-03 (5/15/15)

RECOMMENDATION: That City Council:

1. Award and authorize the Mayor to execute Agreement A-7999 with Toro Enterprises, Inc., in the amount of \$1,116,575 for the La Colonia Neighborhood Street Improvement Project Phase I PW 15-03.

2. Approve an additional appropriation of \$120,000 as a contingency for the La Colonia Resurfacing Project No. 143116.

Legislative Body: CC

Contact: Thien Ng

Phone: 432-3575

N. ADJOURNMENT



**CITY COUNCIL
AGENDA REPORT**

**TYPE OF ITEM: Appointment
Item**

AGENDA ITEM NO.: 1

DATE: September 19, 2017

TO: City Council

FROM: Greg Nyhoff
City Manager

A handwritten signature in blue ink, appearing to read "Greg Nyhoff".

SUBJECT: Ventura County Civic Alliance Annual Report

CONTACT: Greg Nyhoff, City Manager
Greg.Nyhoff@oxnard.org, 385-7430

RECOMMENDATION:

That City Council receive the Annual Report from the Ventura County Civic Alliance.

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 1

DATE: September 19, 2017

TO: City Council

FROM: Michelle Ascencion
City Clerk

SUBJECT: Minutes of the June 13, 2017 Regular Meeting.

CONTACT: Michelle Ascencion, City Clerk
Michelle.Ascencion@oxnard.org, 385-7805

RECOMMENDATION:

That the City Council approve the Minutes as presented.

ATTACHMENTS:

Attachment A: Minutes 06.13.17 CC,HA regular meeting

MINUTES
 OXNARD CITY COUNCIL
 Regular Meeting
 June 13, 2017

A. ROLL CALL/POSTING OF AGENDA

At 4:37 p.m., Mayor Flynn called to order the regular meeting of the Oxnard City Council in the City Hall Council Chambers, 305 W. Third Street, Oxnard, California. The City Clerk called the roll: Councilmembers Bryan A. MacDonald, Oscar Madrigal, Bert Perello; Mayor Pro Tem Carmen Ramirez, Mayor Tim Flynn, and Housing Commissioner Jose Andrade were present; Housing Commissioner Francisco Vega was absent. The Deputy City Clerk stated that the agenda was posted June 8, 2017 at City Hall.

Staff members present were Greg Nyhoff, City Manager; Stephen Fischer, City Attorney; Jesús Nava, Assistant City Manager; Ruth Osuna, Assistant City Manager; Darwin Base, Fire Chief; and Lourdes Lopez, Executive Assistant (acting as Deputy City Clerk).

B. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

C. STUDY SESSION

City Manager Department

1. SUBJECT: Fiscal Year 2017-18 Operating Budget – City Council Budget Workshop.
RECOMMENDATION: Conduct the final budget workshop with the primary intent of: a) understanding the City’s financial position; b) understanding departmental accomplishments, goals and performance measures; and c) providing input on priority based budget recommendations related to the Council strategic priorities and other departmental augmentation recommendations.

The City Manager gave a report on additional budget requests. Public comments were received from Lawrence Stein, Otto Kanny, Steve Buenger, Steve Kinney, and Kerry Roscoe.

Discussion ensued among the Council and staff. No action was taken.

D. PUBLIC COMMENTS ON STUDY SESSION (None)

The Council took a brief break at 5:52 p.m.; the meeting resumed at 6:06 p.m.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Proclamation Designating June 17th as the “27th Annual Juneteenth Celebration.”

Mayor Flynn read the proclamation and presented it to event organizers Don Montgomery and Angela Mitchell, who thanked the Council and made some remarks.

Additional staff members present at this time were Arturo Casillas, Housing Director; Steve Naveau, Human Resources Director; Daniel Rydberg, Public Works Director; Scott Whitney, Police Chief; Ralph Alamillo, Public Works Project Manager; Jefferson Billingsley, Assistant City Attorney; Roger Brooks, Code Compliance Manager; Karl Lawson, Housing Compliance Services Manager; Beth Vo, Budget Manager; and Michelle Ascencion, City Clerk.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Lawrence Stein (budget process), Woodrow Thomas Sr. (police incidents), Felipe Flores (Ventura County Community Development Corporation homeownership event), Jack Villa (Neighborhood Councils), Alicia Percell (potential recall election), and Pat Brown (Ormond Beach restoration meeting).

G. REPORT OF CITY MANAGER (None)

H. CITY COUNCIL REPORTS

Councilmember Perello commented on a recent Senior Services Commission meeting and Cinco de Mayo event, new batting cages at Eastwood Park, upcoming meetings of the Utilities Task Force and Ventura Regional Sanitation District, INCO activation meetings, and the Santa Clara River Levees.

Mayor Pro Tem Ramirez commented on the recent passings of poet Jackson Wheeler and former Community Action of Ventura County director Lee Riggan, the utility rate assistance program, a recent IRS phone scam, an energy study by the California Public Utilities Commission, the Ventura County Chinese American Historical Society presentation on Chinese Immigrants, and former Mayor Dr. Manuel Lopez's recent 90th birthday celebration.

Councilmember Madrigal commented on the Terrace Estates neighborhood activation meeting, the Juan Soria School year-end carnival, Oxnard Scholars "Funfest," Cesar Chavez school commencement, and upcoming OUHSD graduations.

Mayor Flynn commented on working with the Community Relations Commission to develop a common set of values.

I. REVIEW OF INFORMATION/CONSENT AGENDA

Items K-1(A) was pulled for discussion.

Regarding K-1(A): Councilmember Perello inquired about the bid process and pricing for this contract. The Police Chief responded.

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Daniel Chavez Jr. regarding K-3. The Public Works Project Manager responded. Discussion ensued among Council and staff.

K. INFORMATION/CONSENT AGENDA

City Manager Department

1. SUBJECT: Agreements for City Council Review.
RECOMMENDATION: That City Council, pursuant to Ordinance No. 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000:
 - A. Precision K-9 (A-7962) for K-9 training services for the Oxnard Police Department K-9 Unit (\$60,000).
 - B. PenLink (7908-17-PO) for the purchase of additional licenses to supplement the Ventura County Sheriff's PLX Title III system (\$92,813).
 - C. County of Ventura (6252-13-CM) for graffiti abatement services (\$46,399).
 - D. Socrata (7058-15-FN) for financial software (\$36,548).

Information Technology Department

2. SUBJECT: Tyler Technologies Software Agreement Amendment.
RECOMMENDATION: That City Council adopt the Third Amendment to the Standard Software License and Services Agreement with Tyler Technologies for the public safety 911 system. The annual maintenance for the 911 system is \$335,041 for 2017-2018.

Public Works Department

3. SUBJECT: Approve Contract (A-7973) for River Ridge Golf Clubhouse Fire Damage Restoration.
RECOMMENDATION: That City Council:
 1. Approve and authorize the Mayor to execute a contract with Hansons and Son Construction, Inc., in the amount of \$312,000 for the River Ridge Golf Clubhouse Fire Damage Restoration Project PW 17-15;
 2. Recognize and appropriate an additional \$13,319 from remaining insurance proceeds and \$50,000 deductible amount from Golf Course Operating to Golf Clubhouse Fire Repair Project 176901.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Madrigal, to approve the Information/Consent Agenda as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

L. PUBLIC HEARINGS

Finance Department

1. SUBJECT: Fiscal Year 2017-18 Operating & Capital Budget Public Hearing.
RECOMMENDATION: That City Council and the Housing Authority conduct a public

hearing on the Fiscal Year 2017-18 operating and capital budgets for the City of Oxnard and the Oxnard Housing Authority; and provide staff direction regarding any adjustments to the proposed budgets, in preparation for final budget adoption on June 20, 2017.

The Deputy City Clerk announced the affidavit of publication and stated that six written communications had been received.

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

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from Lawrence Stein, Aaron Starr, Daniel Chavez Jr., Jackie Tedeschi, Woodrow Thomas Sr., and Steve Nash.

There being no other speakers, the Council unanimously approved closing the public testimony portion of the public hearing. Further discussion ensued among Council and staff. No action was taken.

M. REPORTS

The two Housing items were considered concurrently.

Housing Department

1. SUBJECT: Low Rent Public Housing Budget for Fiscal Year 2018.
RECOMMENDATION: That the Board of Commissioners of the Housing Authority of the City of Oxnard (1) adopt **Housing Resolution No. 1,299** approving and adopting the recommended \$7,427,140 operating budget for the Low Rent Public Housing program ("LRPH") for fiscal year 2018, as presented for each project area and (2) approve and authorize the use of \$211,835 of unrestricted cash/investments to fund the projected deficit.
2. SUBJECT: Section 8 Housing Choice Voucher Program Budget for Fiscal Year 2018.
RECOMMENDATION: That the Board of Commissioners of the Housing Authority of the City of Oxnard (1) adopt **Housing Resolution No. 1,300** approving and adopting the recommended \$20,414,903 operating budget for the Section 8 Housing Choice Voucher Program ("Section 8") for fiscal year 2018 and (2) approve and authorize the use of \$172,887 of unrestricted cash/investments to fund the projected deficit.

The Housing Director gave a report. Public comments were received from Pat Brown (regarding item M-2) Discussion ensued among the Council/Housing Board and staff.

It was moved by Councilman MacDonald, seconded by Mayor Pro Tem Ramirez, to approve staff's recommendations as presented (both items). VOTE: Flynn, MacDonald, Madrigal, Perello, Ramirez, and Commissioner Andrade voted in favor; the motion carried 6-0 (Commissioner Vega absent).

City Attorney Department

3. SUBJECT: Updated Code Compliance and Nuisance Abatement Provisions.

RECOMMENDATION: That City Council approve the introduction and first reading by title only and waive further reading of an ordinance adding Article XIX to Chapter 7 of the Oxnard City Code relating to recording of notices of violation for property related violations and section 7-160 relating to authorizing judicial remedies and attorney's fees for nuisance actions.

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

It was moved by Councilman MacDonald, seconded by Councilmember Perello, to approve the recommendation as presented. VOTE: Flynn, MacDonald Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

N. PUBLIC COMMENTS ON REPORTS (None)

O. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 9:19 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent
AGENDA ITEM NO.: 2

DATE: September 19, 2017

TO: City Council

FROM: Greg Nyhoff
City Manager

SUBJECT: Agreements for City Council Review

CONTACT: Greg Nyhoff, City Manager
Greg.Nyhoff@oxnard.org, 385-7430

RECOMMENDATION:

That City Council, pursuant to Ordinance No. 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the following agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000:

- A. County of Ventura (A-7218) for cultural heritage review services (\$57,000).
- B. WestRux, International, Inc. (Purchase Order No. 6470) to purchase a replacement engine for a 2001 Kenworth semi-tractor used to transport waste to the landfills (\$28,693).
- C. Motorola Solutions (Purchase Order No. 6482) to purchase 16 portable radios, microphones, chargers and batteries to be used by the Firefighters (\$84,453).
- D. Stantec Consulting Services (6856-14-CM) to conduct a downtown parking study (\$27,700).

BACKGROUND

On November 16, 2010, the City Council approved changes to the City's Purchasing Procedures reducing the threshold for City agreements/contracts and change orders/amendments requiring City Council approval to \$25,000. The agreements/contract and change orders/amendments described on the attached list involve amounts above \$25,000 and up to \$250,000.

FINANCIAL IMPACT

A complete explanation of the agreement and funding sources are attached.

Agreements for City Council Review
September 19, 2017
Page 2

NOTE: Copies of the agreement/contracts and change orders/amendments on the list are available in the City Clerk's Office prior to the Council meeting.

ATTACHMENTS:

Attachment A: City Manager Contract List for September 19, 2017

City Manager Contract List for 09/19/2017

Contracts from \$25,000 to \$250,000

L.2.a

A Amendment to extend agreement with the County of Ventura for Cultural Heritage review services.

Vendor: County of Ventura
Type: Amendment
Agreement No.: A-7218
Amendment No.: 2
Purchase Order No.:
Begin Date: 10/01/2017
End Date: 09/30/2020
Term: 3 years

Amount to be Approved: \$57,000
Current FY Amount: \$19,000
Total Contract Amount: \$107,748
Funding Source: General Fund
Vendor Selection Process: Government Entity
of Bids/Proposals/Quotes: N/A
Project Manager: Kathleen Mallory
Department: Development Services/Planning Division
Telephone: 805-385-8370
Email: kathleen.mallory@oxnard.org

Purpose: Staff is requesting authorization to enter into a Second Amendment with the County of Ventura (A-7218) in the amount of \$57,000 for Cultural Heritage review services. This Second Amendment will extend the term of the Agreement for three additional years commencing on October 1, 2017 and terminating on September 30, 2020. The County of Ventura, Cultural Heritage Board and staff are uniquely qualified to provide this service. The requirements contained in State regulations pertaining to resource preservation, evaluation, and maintenance is beyond the expertise of Planning Division staff.

On October 1, 2009, the City entered into a five year agreement with the County of Ventura to implement the City's cultural heritage program. Cultural or historic resource analysis and evaluation requires a specific area of expertise and is covered by City Council Resolution No. 10,135. Pursuant to this resolution, the Ventura County Cultural Heritage Board serves as the City's Cultural Heritage review body.

The contract to secure Cultural Heritage review by the County of Ventura was amended on September 2014 and expires on September 30, 2017. Planning is able to recover a portion of the cost by requiring reimbursement from those applicants who are securing Cultural Heritage Review services. However, not all costs are able to be recouped as applicant's often independently reach out to County cultural heritage staff for review, and input.

City Manager Contract List for 09/19/2017

Contracts from \$25,000 to \$250,000

L.2.a

B Remove and Replace Engine in Vehicle Number 3451

Vendor: Westrux International, Inc.
Type: Purchase Order
Agreement No.:
Amendment No.: N/A
Purchase Order No.: 6470
Begin Date:
End Date:
Term:

Amount to be Approved: \$28,693
Current FY Amount: \$28,693
Total Contract Amount: \$28,693
Funding Source: Repairs and Maintenance Fund
Vendor Selection Process: Informal Bids
of Bids/Proposals/Quotes: 3
Project Manager: Joseph Rodriguez
Department: Public Works Department/Fleet Services
Telephone: 805-385-8011
Email: joseph.rodriguez@oxnard.org

Purpose: Staff is requesting authorization to remove and replace an engine for a 2001 Kenworth semi-tractor used to transport waste to the Simi Valley or Toland Landfill.

Pursuant to the City's Purchasing Policies, three informal bids were obtained for the removal and replacement engine for a 2001 Kenworth semi-tractor (City Vehicle Number 3451). Westrux International, Inc. was selected as lowest responsible bidder.

C Portable Radio Purchase

Vendor: Motorola Solutions
Type: Purchase Order
Agreement No.:
Amendment No.: N/A
Purchase Order No.: 6482
Begin Date: 09/26/2017
End Date: 06/20/2020
Term:

Amount to be Approved: \$84,453
Current FY Amount: \$84,453
Total Contract Amount: \$84,453
Funding Source: Grant Funds and General Fund
Vendor Selection Process: Joint Purchase
of Bids/Proposals/Quotes: N/A
Project Manager: John Colamarino
Department: Fire Department
Telephone: 805-385-7709
Email: john.colamarino@oxnard.org

Purpose: Staff is requesting authorization to purchase 16 portable radios, microphones, chargers and batteries from Motorola Solutions (Purchase Order No. 6482) in the amount of \$84,453 to be used by the Firefighters. Two-way portable radios are used by firefighters to receive and transmit communications with dispatch and for operations on scene.

This purchase is through a joint purchase agreement between Motorola Solutions and the Los Angeles County Fire Department and provides the same negotiated rate for radios to all of Southern California government agencies. \$75,000 of the purchase will be paid with Assistance to Firefighter Grant funds.

City Manager Contract List for 09/19/2017

Contracts from \$25,000 to \$250,000

L.2.a

D Downtown Parking Study

Vendor: Stantec Consulting Services
Type: Task Order
Agreement No.: 6856-14-CM
Amendment No.: 29
Purchase Order No.:
Begin Date: 09/09/2014
End Date: 09/09/2018
Term: 3 years

Amount to be Approved: \$27,700
Current FY Amount: \$27,700
Total Contract Amount: \$977,440
Funding Source: City Downtown Improvement
Vendor Selection Process: Request for Proposals (RFP)
of Bids/Proposals/Quotes: 7
Project Manager: Douglas Spondello
Department: Development Services/Planning Division
Telephone: 805-385-3919
Email: Doug.Spondello@oxnard.org

Purpose:

Staff is requesting authorization to enter into this Task Order with Stantec Consulting Services to conduct a survey and prepare an analysis of available on-street and off-street parking within the Central Business District. The Task Order also includes a survey and analysis of the occupancy of these spaces at certain times over a three-day period. Finally, Stantec will present its observations in a formal parking study, including technical exhibits, for use by Planning Division Staff.

An RFP was due June 9, 2014 and staff received seven proposals. Stantec Consulting Services, Inc. (formerly Penfield & Smith) was selected as the most qualified firm. The City Council approved the contract on September 9, 2014 for a three year term. The current agreement expires September 9, 2018.

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 3

DATE: September 19, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

A handwritten signature in blue ink, appearing to read "Greg Nyhoff".

FROM: Ashley Golden
Development Services Director

SUBJECT: Notice of Pending Approval – Parcel Map No. 17-300-06

CONTACT: Ashley Golden, Development Services Director
Ashley.Golden@oxnard.org, 385-7882

RECOMMENDATION:

Receive and file only.

ATTACHMENTS:

Attachment A: Notice of Pending Approval memo

MEMO



DATE: September 14, 2017
TO: City Council
FROM: Ashley Golden, Development Services Director *K. Mallory for*
SUBJECT: Notice of Pending Approval- Parcel Map No. 17-300-06

An application for approval of Parcel Map No. 17-300-06 for the property located within La Colonia neighborhood (north of First Street, west of Hayes Avenue, south of Cooper Road and east of Oxnard Boulevard) was submitted on September 7, 2017. The application has been reviewed for conformance with conditions of approval and the subdivision map act on September 13, 2017. The verification of status report has been received from the City Engineer and included as an attachment.

In accordance with Ordinance 2910, the City Council will receive notification at its September 19, 2017 City Council meeting that the Development Services Director intends to approve Parcel Map No. 17-300-06 on the 10th day following the City Council meeting which will be on September 29, 2017.

The Development Services Director's action may be appealed to the City Council pursuant to the appeal procedures set forth in Section 15-25 of the Oxnard Municipal Code. Please feel free to contact me or Isidro Figueroa at (805) 385-8370 if you have any questions regarding Parcel Map No. 17-300-06.

Attachments:

- A. Verification of Status Report
- B. Aerial of Subject Site
- C. Parcel Map No. 17-300-06



**VERIFICATION OF STATUS:
FINAL MAPS AND IMPROVEMENT PLANS**

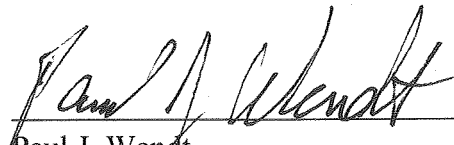
Tract/Parcel Map

Project Location:

TRACT 5997

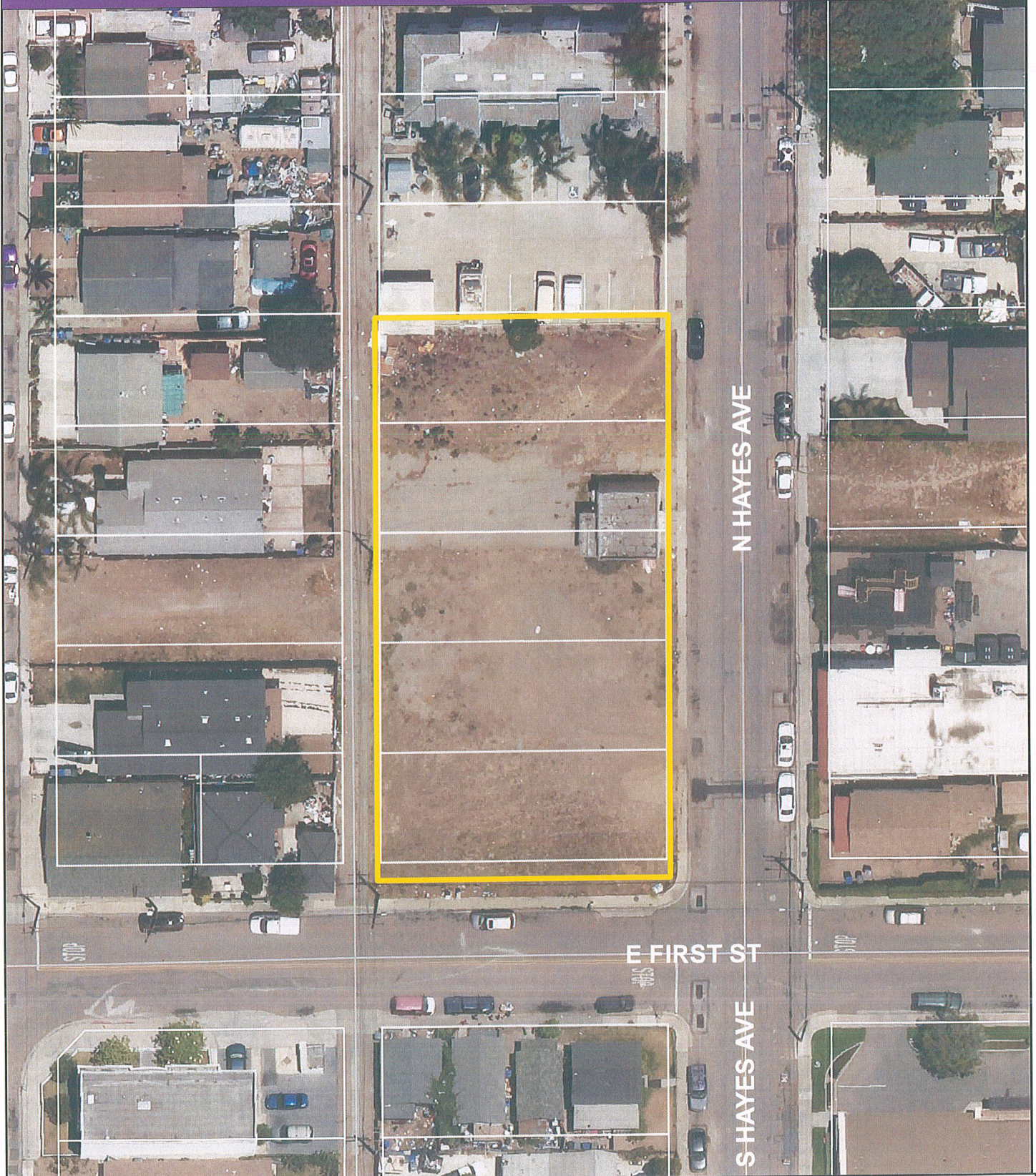
- ☒ Map requires subdivision improvement agreement.
- ☐ The Development Services Program does not require improvement plans for this development.
- ☒ This Program has reviewed the improvement plans and found them acceptable. Based on our review, we believe these plans comply with the resolution of the Planning Commission and the City Council approving the tentative map for this development.
- ☒ This Program has reviewed the Final Map and Title Sheet and found them acceptable. Based on our review, we believe the map complies with the resolution of the Planning Commission and the City Council approving the tentative map for this development and also with the Subdivision Map Act of the State of California.
- ☒ The Final Map has been signed.

DATE: 9.5.17



Paul J. Wendt
Development Services Program

Aerial Map



OWNER'S STATEMENT

THE UNDERSIGNED HEREBY STATES THAT THEY ARE THE OWNERS OF, RECORD HOLDERS OF SECURITY INTERESTS THEREIN, OR ARE INTERESTED IN THE REAL PROPERTY INCLUDED WITHIN THIS SUBDIVISION ENTITLED TRACT NO. 5997, SHOWN ON THIS MAP WITHIN THE EXTERIOR BOUNDARY LINE AND THAT THEY ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS TITLE TO SAID REAL PROPERTY, THAT THEY CONSENT TO THE MAKING AND RECORDATION OF SAID MAP AND SUBDIVISION,

AND THAT THEY DO HEREBY OFFER TO DEDICATE TO THE THE CITY OF OXNARD THE RIGHT OF WAY FOR ALLEYS SHOWN HEREON;

AND THAT THEY DO HEREBY OFFER TO DEDICATE TO CITY OF OXNARD ALL WATER RIGHTS AND THE RIGHT TO DEVELOP ALL WATER FOUND OR TAKEN FROM UNDER SAID REAL PROPERTY BUT WITHOUT THE RIGHT OF SURFACE ENTRY TO DEVELOP SAME;

AND THAT THEY DO HEREBY OFFER TO DEDICATE TO THE THE CITY OF OXNARD WATERLINE EASEMENTS HEREON.

HABITAT FOR HUMANITY OF VENTURA COUNTY, INC.

BY: _____ BY: _____

PRINTED NAME: _____ PRINTED NAME: _____

TITLE: _____ TITLE: _____

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF _____

ON _____, 2017, BEFORE ME, _____, TITLE _____

PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/they EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/their SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE _____ NAME PRINTED _____

PRINCIPLE OFFICE IN THE COUNTY OF _____ COMMISSION EXPIRES _____ COMM. NO. _____

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF _____

ON _____, 2017, BEFORE ME, _____, TITLE _____

PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/they EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/their SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE _____ NAME PRINTED _____

PRINCIPLE OFFICE IN THE COUNTY OF _____ COMMISSION EXPIRES _____ COMM. NO. _____

SOILS AND/OR GEOLOGIC REPORT

THE FOLLOWING SOILS REPORT(S) AND/OR GEOLOGIC REPORT(S) RELATING TO TRACT NO. 5997 HAVE BEEN PREPARED:

DATE OF REPORT: MAY 15, 2017

TITLE OF REPORT: SOILS ENGINEERING INVESTIGATION

PREPARED BY: ALPINE GEOTECHNICAL, INC.

GEOTECHNICAL ENGINEER: DON VILLAFANA

ENGINEER GEOLOGIST: MICHAEL J. LEARY

ON FILE FOR PUBLIC INSPECTION: AT THE CITY OF OXNARD PUBLIC WORKS

CITY COUNCIL'S CERTIFICATE

THIS MAP, ENTITLED TRACT NO. 5997, CONSISTING OF 2 SHEETS, HAS BEEN PRESENTED TO THE CITY COUNCIL OF THE CITY OF OXNARD OF VENTURA COUNTY, CALIFORNIA FOR APPROVAL, PURSUANT TO THE CITY COUNCIL'S DELEGATION AUTHORITY ADOPTED NOVEMBER 15, 2016 PURSUANT TO ORDINANCE NO. 2910. THE DEVELOPMENT SERVICES DIRECTOR HEREBY APPROVES THIS MAP ON THE _____ DAY OF _____, 20____, AND HEREBY ACCEPT FOR PUBLIC USE THE FOLLOWING SHOW ON THIS MAP:

THE RIGHT OF WAY FOR ALLEYS
ALL WATER RIGHTS AS OFFERED HEREON
WATERLINE EASEMENTS

IN WITNESS WHEREOF AND PURSUANT TO THE CITY COUNCIL'S DELEGATION OF AUTHORITY DESCRIBED ABOVE, THE DEVELOPMENT SERVICES DIRECTOR HEREBY SIGNS THIS CERTIFICATE, WHICH IS ATTESTED TO BY THE CITY CLERK OF SAID CITY AND THE CORPORATE SEAL OF SAID CITY OF OXNARD IS AFFIXED HERETO THIS _____ DAY OF _____, 2017.

ATTEST:

NICHELLE ASCENCION
CITY CLERK OF THE CITY OF OXNARD

ASHLEY GOLDEN
DEVELOPMENT SERVICES DIRECTOR
CITY OF OXNARD

CITY TREASURER'S CERTIFICATE:

I PHILIP S. MOLINA, CITY TREASURER OF THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE, THERE ARE NO LIENS AGAINST TRACT NO. 5997 OR ANY PART THEREOF, FOR UNPAID MUNICIPAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS MUNICIPAL TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE.

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF OXNARD THIS _____ DAY OF _____, 2017

COUNTY TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ALL CERTIFICATES AND SECURITY REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT HAVE BEEN FILED AND DEPOSITED WITH ME.

DATE: _____, 2017

STEVEN HINTZ
COUNTY TAX COLLECTOR
COUNTY OF VENTURA

BY: _____
DEPUTY COUNTY TAX COLLECTOR

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF HABITAT FOR HUMANITY OF VENTURA COUNTY, INC. ON OCTOBER 24, 2016. I HEREBY STATE THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED (OR THAT THEY WILL BE SET IN THOSE POSITIONS WITHIN ONE YEAR AFTER RECORDATION OF THIS TRACT MAP) AND THAT THE MONUMENTS ARE (OR WILL BE) SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

JAMES P. FALLON, PLS 7807

DATE



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE FINAL MAP ENTITLED TRACT NO. 5997, THAT THE SUBDIVISION IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA AND OF ANY LOCAL ORDINANCE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

PAUL J. WENDT
CITY ENGINEER
CITY OF OXNARD
RCE 46333

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE FINAL MAP ENTITLED TRACT NO. 5997 AND I AM SATISFIED THAT IT IS TECHNICALLY CORRECT.

BENJAMIN P. HARDIN, PLS 8552
CITY SURVEYOR
CITY OF OXNARD

COUNTY RECORDER'S CERTIFICATE

FILED THIS _____ DAY OF _____, 2017 AT _____ M IN

BOOK _____ OF MISCELLANEOUS RECORDS (MAPS) AT PAGES _____

AT THE REQUEST OF HABITAT FOR HUMANITY OF VENTURA COUNTY, INC.

MARK A. LUHN
COUNTY RECORDER
COUNTY OF VENTURA

BY: _____
DEPUTY COUNTY RECORDER

GROSS AREA = 0.48 ACRES
NET AREA = 0.45 ACRES

TRACT NO. 5997

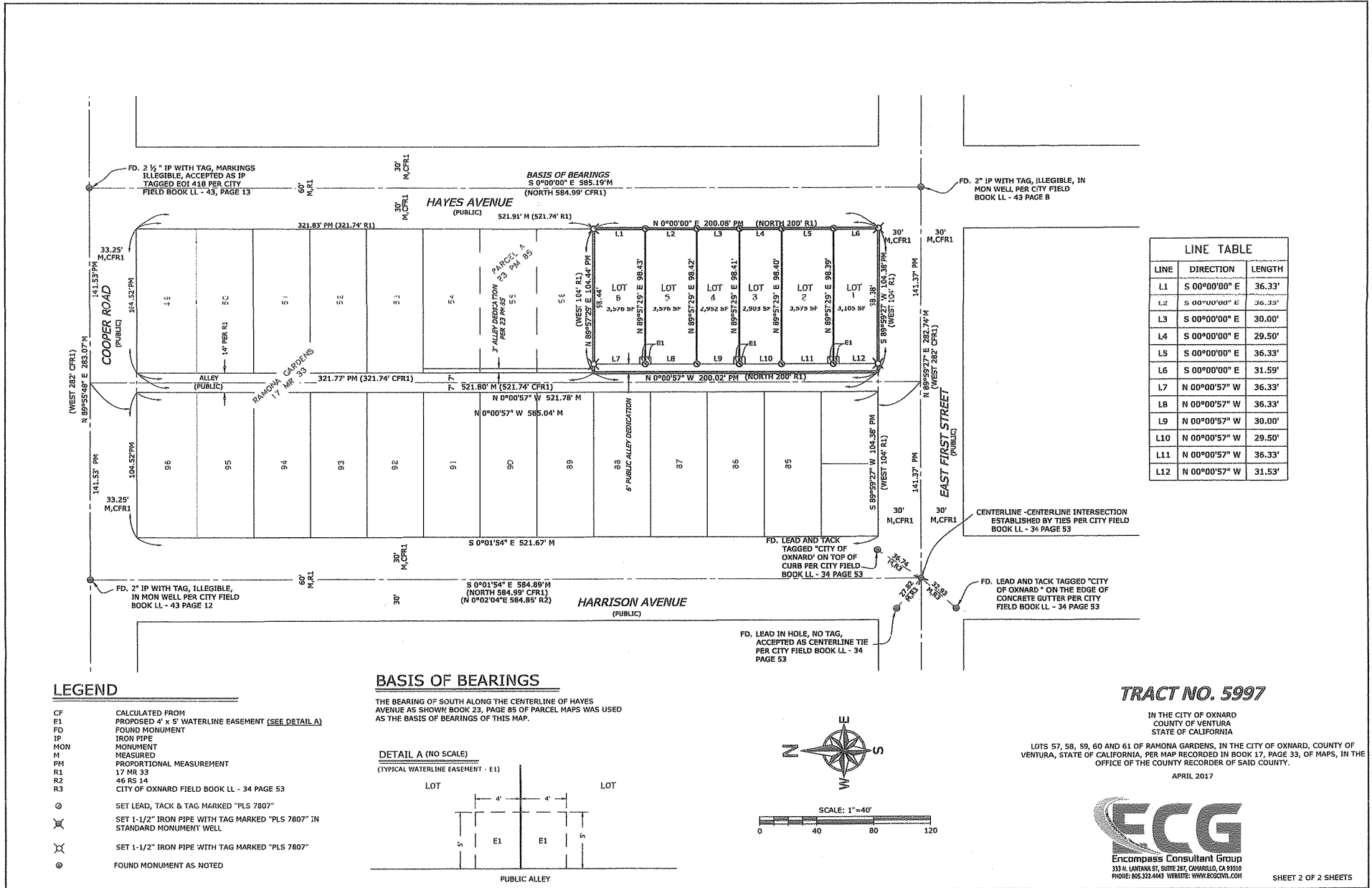
IN THE CITY OF OXNARD
COUNTY OF VENTURA
STATE OF CALIFORNIA

LOTS 57, 58, 59, 60 AND 61 OF RAMONA GARDENS, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, PER MAP RECORDED IN BOOK 17, PAGE 33, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APRIL 2017



SHEET 1 OF 2 SHEETS





**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent
AGENDA ITEM NO.: 4

DATE: September 19, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

A handwritten signature in cursive script, likely belonging to Greg Nyhoff, the City Manager.

FROM: Ashley Golden
Development Services Director

SUBJECT: Adoption of Ordinance No. 2922, Pertaining to Financial Plaza Tower III
Development Agreement Amendment

CONTACT: Ashley Golden, Development Services Director
Ashley.Golden@oxnard.org, 385-7882

RECOMMENDATION:

That the City Council adopt Ordinance No. 2922 (by title only, further reading waived), approving the First Amendment to Development Agreement No. 02-670-01 (PZ Permit No. 16-670-01); and adopting Addendum No. 2017-01 to Final Environmental Impact Report No. 89-4 for the Financial Plaza Tower III, and imposing mitigation measures identified within said addendum.

BACKGROUND

This ordinance was introduced at the September 12, 2017 City Council meeting. There has been no communication received since its introduction. If the ordinance is adopted September 19, 2017, it will take effect after 30 days.

STRATEGIC PRIORITIES

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

Adopt Ord #2922 (TOPA Financial Plaza Tower III)

September 19, 2017

Page 2

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

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.

Goal 3. Enhance business retention and attraction.

FINANCIAL IMPACT

A DA which is currently in effect does not freeze or waive any development impact fees; the current DA does not have any financial impact. The proposed DA does not propose to lock development impact fees. There are no financial impacts associated with the proposed DA. In the future, the DA could consider mutually agreed upon financial incentives.

ATTACHMENTS:

Attachment A: Ordinance No. 2922

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 2922

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE FIRST AMENDMENT TO DEVELOPMENT AGREEMENT NO. 02-670-01 (PLANNING AND ZONING PERMIT NO. 16-670-01); AND ADOPTING ADDENDUM NO. 2017-01 TO FINAL ENVIROMENTAL IMPACT REPORT NO. 89-4 FOR THE FINANCIAL PLAZA TOWER III AND IMPOSE MITIGATION MEASURES IDENTIFIED WITHIN SAID ADDENDUM ON THE PARCELS KNOWN AS APN: 142-0-022-610 AND 142-0-022-620 BASED UPON THE PROJECT DESCRIPTION EVALUATED WITHIN ADDENDUM NO. 2017-01. FILED BY JIM BROOKS, TOPA MANAGEMENT COMPANY, 1800 AVENUE OF THE STARS, SUITE 1400, LOS ANGELES, CA 90067.

WHEREAS, on July 20, 2017 the Planning Commission voted 5-0 to approve Resolution No. 2017-15 recommending that the City Council adopt an ordinance approving Planning and Zoning Permit No. 16-670-01 (the **“Project”**), a proposed amendment to Sections 10, 11.1 to 11.5, 12.1, 12.3, 20 and 22 of Development Agreement No. 02-670-01 (Development Agreement) between the City and the Project proponent, Deussenberg Investment Company/TOPA Management Company; (collectively referred to **“Applicant”** or **“Developer”** in the record of proceedings), and certification of Addendum No. 2017-01 to the Final Environmental Impact Report (FEIR No. 89-4) pursuant to the California Environmental Quality Act (**“CEQA”**); and

WHEREAS, at the July 20, 2017 Planning Commission meeting, the Planning Commission recommended a one-year extension rather than the two years recommended by staff.

WHEREAS, the Development Agreement Amendment (DAA) presented to the Planning Commission included the following revisions:

- i) Amend Sections 10, 11.1 and 22 of the Development Agreement to extend by 12 months the approval of a Special Use Permit (SUP; PZ 01-5-42) and the term of the Development Agreement for the Financial Plaza Tower III by replacing the term “15 years,” with “16 years”;
- ii) Amend Sections 11.1 to 11.5 and 12.3 of the Development Agreement requiring that the project comply with the Uniform Codes;
- iii) Amend Sections 11.1 and 12.1 of the Development Agreement to require an administrative Development Design Review (DDR) permit for the Financial Plaza Tower III project; and
- iv) Amend Section 20 of the Development Agreement to update the noticing requirements.

WHEREAS, on September 12, 2017, the City Council conducted a duly noticed public hearing and received all written and oral evidence in favor of and in opposition to the DAA, considered applications for Planning and Zoning Permit No. 16-670-01 (First Amendment to Development Agreement No. 02-670-01), and considered certification of Addendum No. 2017-01 to the Final Environmental Impact Report (FEIR No. 89-4) pursuant to the California Environmental Quality Act (**“CEQA”**); and

Ordinance No. 2922
PZ 16-670-01
TOPA Development Agreement Amendment
Page 2 of 4

WHEREAS, on September 12, 2017, the City Council adopted Addendum No. 2017-01 to the Final Environmental Impact Report (FEIR No. 89-4) pursuant to CEQA for approval of the Project and found that the Addendum was completed in compliance with CEQA and reflects the independent judgment of the City; and

WHEREAS, in 1992 the Planning Commission certified a Final Environmental Impact Report (FEIR No. 89-4; State Clearinghouse No. 1990019238) and approved Special Use Permit [SUP] No. 1423 for a 15-story Financial Plaza Tower III and 6-level parking structure; and

WHEREAS, in July 2002 the Planning Commission approved Resolution No. 2002-59 (PZ 01-5-42) and certified Addendum No. 2002-15 to Final EIR 89-4 to construct a Modified Project (SUP; PZ 01-5-42), including the 15-story Financial Plaza Tower III and two parking structures (2-level, 239 parking spaces & 4 level, 951 parking spaces) in the Financial Plaza; and

WHEREAS, all conditions of approval in Resolution No 2002-59 for the approved SUP (PZ 01-5-42) remain in effect, except as augmented or amended as part of development review; and

WHEREAS, in September 2002 the City Council approved Resolution No. 12,232 upholding the Planning Commission's approval of Modified Project (SUP; PZ 01-5-42), and adopted Ordinance No. 2606 approving DA No. 02-670-01 between the City and the Project proponent to extend the life of the SUP for 15 years. The Development Agreement became effective on October 17, 2002 and remains in effect until October 17, 2017; and

WHEREAS, in accordance with Section 15164 of the California Code of Regulations, minor changes are proposed to an earlier similar version of the project for which a Final Environmental Impact Report (FEIR) (State Clearinghouse No. 1990019238) was previously certified; that no changes are proposed to an earlier version of the project for which an Addendum (No. 2002-15) to the FEIR was certified; and that an Addendum is the appropriate environmental document to evaluate changes in circumstances that may have occurred since the FEIR and the prior Addendum were prepared, and has prepared Addendum No. 2017-01 thereto; and

WHEREAS, the City Council has considered the FEIR and Addendum No. 2017-01 to the FEIR, before and makes the findings of fact regarding the environmental impacts associated with the project identified in Attachment A of this ordinance, attached hereto and incorporated herein by reference; and

WHEREAS, the documents and other materials that constitute the record of proceedings upon which the decision to certify Addendum No. 2017-01 is based is located in the Planning Division of the City of Oxnard, and the custodian of the record is the Planning Manager; and

WHEREAS, Planning and Zoning Permit No. 16-670-01 (First Amendment to Development Agreement No. 02-670-01) was referred to various City departments for recommendations; and

Ordinance No. 2922
 PZ 16-670-01
 TOPA Development Agreement Amendment
 Page 3 of 4

WHEREAS, the City Council carefully reviewed Planning Commission Resolution No. 2017-15 recommending approval of Planning and Zoning Permit No. 16-670-01 (First Amendment to Development Agreement No. 02-670-01); and

WHEREAS, the City Council finds, after due study, deliberation and public hearing that that the content of DAA No. 16-670-01 is consistent with the 2030 General Plan, City Council Resolution 8139 (Development Agreement Resolution), California Government Code Section 65864 et seq (Development Agreement Statute) and the Oxnard City Code; and

WHEREAS, the City Council finds that the applicant agrees with the necessity of the DAA and accepts all elements, requirements, and conditions of this permit as being reasonable manner of preserving, protecting, providing for, and fostering the health, safety and welfare of the consistency in general and the persons who work, visit, or live in the proposed development in particular; and

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

SECTION 1. Planning and Zoning Permit No. 16-670-01 (Amendment No. 1 to Development Agreement No. 02-670-01) to amend Section 10, 11.1 to 11.5, 12.1, 12.3, 20 and 22 of the Development Agreement to extend by 12 months the approval of a Special Use Permit (SUP; PZ 01-5-42) and the term of the Development Agreement for the Financial Plaza Tower III by replacing the term “15 years,” with “16 years”; and

SECTION 2. Addendum No. 2017-01 for the Financial Plaza Tower III (SUP; PZ 01-5-42) is hereby adopted subject to the mitigation measures identified within said Addendum and FEIR on the parcels known as APN: 142-0-022-610 and 142-0-022-620 based upon the project description evaluated within FEIR No. 89-4 and Addendum No. 2017-01; and

SECTION 3. Pursuant to Government Code Section 65868.5, the City Clerk shall record a copy of the DAA with the County Recorder of Ventura County within ten (10) days from the date the City enters into the DAA; and

SECTION 4. Within 15 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. 2922 was first read on September 12, 2017, and finally adopted on September 19, 2017, to become effective thirty (30) days thereafter.

SIGNATURES ON FOLLOWING PAGE

Ordinance No. 2922
PZ 16-670-01
TOPA Development Agreement Amendment
Page 4 of 4

PASSED and ADOPTED this 19th day of September, 2017 by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM

Stephen M. Fischer, City Attorney

Exhibit A

Development Agreement Amendment No. 1

COPY

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

City of Oxnard
300 West Third Street
Oxnard, California 93030
Attention: City Clerk

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT ("Amendment") is made in Ventura County, California as of September ____, 2017, by and between the City of Oxnard, a municipal corporation of the State of California (the "City") and Duesenberg Investment Company, LLC, a California Limited Liability Company (the "Owner").

RECITALS

A. The City and Duesenberg Investment Company, a California partnership, entered into that certain Development Agreement dated October 17, 2002 (the "Development Agreement").

B. On May 22, 2009, Duesenberg Investment Company, a California General Partnership, was converted to Duesenberg Investment Company, a California Limited Liability Company, under the Uniform Partnership Act of 1994 and Beverly-Killea Limited Liability Company Act. As a result of this conversion, the Property owned by Duesenberg Investment Company, a California General Partnership, before the conversion remained vested in the new form of the Owner, which now owns the Property by operation of law and remains bound by the terms of the Development Agreement.

C. Owner is seeking to amend the Development Agreement so that, among other things, the term of the Development Agreement is extended by two years. The Development Agreement and Amendment shall be collectively referred to herein as the "Amended Development Agreement".

D. The City and the Owner each mutually desire to obtain the binding agreement of one another to permit and ensure that the Property is developed in accordance with the provisions of the Amended Development Agreement and that the Owner retains vested rights thereunder to so develop the Property.

E. The Planning Commission of the City (the "Planning Commission") and City Council have each given notice of their intention to consider this Amendment, have each conducted public hearings thereon pursuant to the relevant provisions of the Government Code, and have each found that the provisions of this Amendment are consistent with the City's 2030 General Plan for development within the City (the "General Plan") and the City zoning ordinances. The City Council has also specifically considered the impacts and benefits of this Amendment upon the welfare of the residents of the City and the surrounding region. The City Council has determined that this Amendment is beneficial to the residents of the City and is consistent with the present public health, safety and welfare needs of the residents of the City and the surrounding region.

F. On _____, 2017, the Planning Commission held a duly noticed public hearing wherein the Planning Commission recommended approval of this Amendment.

NOW, THEREFORE, in consideration of the foregoing Recitals which are hereby incorporated into the operative provisions of this Amendment by this reference and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and the Owner agree as follows:

Section 1. Section 4(a) of the Development Agreement is hereby amended to read as follows:

"(a) City acknowledges that the City has given notice of its intention to adopt the proposed Agreement, and has conducted public hearings thereon pursuant to Government Code Section 65867, and has found that the provisions of this Agreement were originally consistent with the City's 2020 General Plan and are now consistent with the objectives, policies, and land use standards specified in the City's 2030 General Plan and other relevant plans, policies and ordinances."

Section 2. Section 5(a) of the Development Agreement is hereby amended to read as follows:

"(a) The 2020 General Plan originally provided for office and other business development for the area in which the Project will be located and the 2030 General Plan now provides for office and other business development for the area in which the Project will be located;"

Section 3. Section 5(b) of the Development Agreement is hereby amended to read as follows:

"(b) The Project was originally consistent with the 2020 General Plan and is consistent with the 2030 General Plan;"

Section 4. Section 10 of the Development Agreement is hereby amended to read as follows:

"Section 10. Term. The Term of this Agreement is 17 years from the Effective Date."

Section 5. Section 11.1 of the Development Agreement is hereby amended to read as follows:

"11.1 Right to Develop. During the Term of this Agreement, Owner shall have the vested right to develop the Project in accordance with and subject to the terms and conditions set forth in this Agreement, the SUP and the Uniform Codes. Development of the Project as described in this Agreement and in accordance with the SUP and Uniform Codes shall require no further discretionary approvals except for imposition of implementing conditions through the City's development review process. This Agreement and the SUP shall constitute an allocation of all such development rights as are necessary to assure that the Project may be completed, without delay, under any regional land use plan or any project governing sewer, water, or air quality, or some other such plan, law or program governing land use or development or the timing thereof that may be or may become applicable to the Project insofar as such matters can be or are within the exclusive control of the City. The City and the Owner intend to cause all development rights which may be required to develop the Project in accordance with the SUP and Uniform Codes to be deemed vested in Owner for 17 years in accordance with and upon the Effective Date of this Agreement to the greatest extent permitted by law."

Section 6. Section 11.2 of the Development Agreement is hereby amended to read as follows:

"11.2 Development and Control of Development. The City shall control and administer the development of the Project in accordance with the terms and conditions of this Agreement, the SUP, the Applicable Rules as are necessary and applicable as of the Effective Date, and the Uniform Codes, as provided below."

Section 7. Section 11.3 of the Development Agreement is hereby amended to read as follows:

"11.3 Permitted Density, Height and Uses. The permitted uses, the density and intensity of use, the location of uses, the maximum height and size of proposed buildings, and other standards of project design applicable to the Project shall be those set forth in the SUP, the Applicable Rules and the Uniform Codes. The City hereby agrees that the land uses set forth in the SUP are approved and that no further discretionary action on the part of the City shall be required, except as otherwise provided in this Agreement or the SUP. The Owner's failure to develop the Project shall not result in any liability of the Owner, except as expressly provided for in this Agreement."

Section 8. Section 11.4 of the Development Agreement is hereby amended to read as follows:

"11.4 Ministerial Processing by City. The City's ministerial actions for the Project shall be in accordance with the SUP, the Applicable Rules and the Uniform Codes. In the event of a conflict between the SUP, the Applicable Rules and/or the Uniform Codes, the following hierarchy shall be used to determine which specific rules and regulations shall apply: Uniform Codes, first; SUP, second; and Applicable Rules, third. Owner shall pay all standard Processing Fees and Charges for building permits, administrative plan check, and similar fees associated

with the Project at the rate in existence at the time said fees are normally required to be paid to the City. Nothing herein shall be construed to limit the City's power of eminent domain.

Section 9. Section 11.5.1(a) of the Development Agreement is hereby amended to read as follows:

"(a) The City desires to cause all development rights that may be required to develop to completion the Project with buildings and related improvements to be deemed vested in Owner, as of the Effective Date, to the greatest extent permitted by law and to the extent consistent with the SUP and the Uniform Codes, and to be free of all discretionary rights of the City or any body or agency thereof, except as herein provided, to impose any subsequent building moratoriums or restrictions on the development that are inconsistent with this Agreement, including, but not limited to, those related to or affecting the rate, timing, phasing or sequencing of the construction of the Project."

Section 10. Section 12.1 of the Development Agreement is hereby amended to read as follows:

"12.1 Permit Review. The City shall have the authority to review applications for building permits as required by law and to conduct its development review of any specific improvements proposed for the Project; provided, however, no such review shall authorize or permit the City to withhold approval to any proposed building, the result of which would be inconsistent with any term or provision of this Agreement or the SUP unless such condition is reasonably related to one or more requirements of the Uniform Codes. The City and Owner agree that the City shall in all events provide reasonable alternatives in the event that the City disapproves any improvement as proposed."

Section 11. Section 12.3 of the Development Agreement is hereby amended to read as follows:

"12.3 Filing Additional Entitlement Applications. The SUP shall remain valid for the Term of this Agreement. Notwithstanding anything to the contrary contained herein, Owner shall have the right to file for a new SUP and other new entitlement applications for the Project, provided such new applications files for the Project shall be reviewed in accordance with the Applicable Rules and the Uniform Codes."

Section 12. Section 20 of the Development Agreement is hereby amended to read as follows:

"Section 20. Notices. All notices which are allowed or required to be given hereunder shall be in writing and (1) shall be deemed given and received when personally delivered or (2) shall be deemed given when the same are deposited in the United States mail, with postage prepaid, to be sent by registered or certified mail or overnight mail service, addressed to the applicable designated person by one party to the other in writing, and shall be deemed received on the second business day after such mailing. Either Party to this Agreement may change the designated representative or place for the delivery of notice by serving on the other Party a written notice specifying such change."

(d) Waiver. No waiver of any provision of this Amendment shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought.

(e) Severability. If any part of this Amendment is declared invalid for any reason, such invalidity shall not affect the validity of the remainder of the Amendment or the Development Agreement which it amends. The other parts of this Amendment and the Development Agreement which it amends shall remain in effect as if this Amendment had been executed without the invalid part. The parties intend and desire that the remaining parts of this Amendment and the Development Agreement which it amends continue to be effective without any part or parts that have been declared invalid. If, for any reason, the Amendment does not take effect, then the provisions of the Development Agreement shall remain in full force and binding upon the parties to the Development Agreement until the end of the Term.

(f) No Reliance on Other Parties. All parties to this Amendment declare that, prior to the execution of this Amendment, they have informed themselves of sufficient relevant data, either through experts or other sources of their own selection, and have sought and obtained legal counsel, in order that they might intelligently exercise their own judgment in evaluating the contents of this Amendment and making the decision to execute it. The parties each represent and acknowledge that in executing this Amendment, they do not rely and have not relied upon any representation or statement not set forth herein made by any other party to this Amendment or their respective legal counsel with regard to the subject matter, basis or effect of this Amendment.

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

(h) Successors and Assigns. This Amendment shall be binding on and shall inure to the benefit of the parties and their respective legal representatives, successors and assigns.

(i) Governing Law. The validity and interpretation of this Amendment shall be governed by the laws of the State of California without giving effect to the principles of conflict of laws.

(j) Authorizations. All individuals executing this and other documents on behalf of the parties certify and warrant that they have the capacity and have been duly authorized to so execute the documents on behalf of the entity so indicated. Each signatory shall also indemnify the other parties to this Amendment and hold it harmless from any and all damages, costs, attorneys' fees, and other expenses, if the signatory is not so authorized.

(k) Effective Date. After this Amendment has been signed by authorized representatives of each of the parties hereto, this Amendment shall become effective on which

the ordinance approving this Amendment becomes operative under Government Code section 36937.

(l) Definitions. All terms not specifically defined in this Amendment shall have the meanings ascribed to them in the Development Agreement.

(m) Impact of Amendment on Development Agreement. Unless otherwise specifically amended by this Amendment, all provisions of the Development Agreement shall remain in full force.

(n) Recordation of this Amendment. Pursuant to Government Code section 65868.5, the City Clerk shall record a copy of this Amendment in the Official Records of the County within ten (10) days after the mutual execution of this Amendment.

IN WITNESS WHEREOF, the parties to this Amendment have each executed this Amendment as of the date first written above.

Owner:

**DUESENBERG INVESTMENT COMPANY, a
California Limited Liability Company**

By: Judith B. Menzies

Its: Authorized Signatory

By: _____

Its: _____

[Signatures continued on following pages]

City:

CITY OF OXNARD, a municipal corporation of
the State of California

By: _____
Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

[ACKNOWLEDGEMENT]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

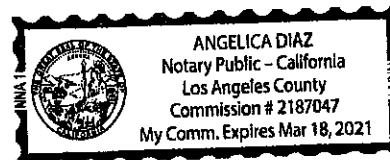
State of California
County of Los Angeles

On July 10th 2017 before me, Angelica Diaz (notary public)
(insert name and title of the officer)

personally appeared Judith G. Munzig
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 Angelica Diaz (Seal)



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: 1

DATE: September 19, 2017

TO: City Council

FROM: Phillip Molina
City Treasurer

SUBJECT: Stale Dated Checks and Unclaimed Funds (5/10/5)

CONTACT: Phillip Molina, City Treasurer
Phillip.Molina@oxnard.org, 385-7808

RECOMMENDATION:

The Treasurer recommends that Council receive a report on stale dated checks and unclaimed funds, confirm support for the actions and time tables provided and file this report.

BACKGROUND

Each year the City accumulates an amount of outstanding checks that remain unclaimed, even though attempts are made to contact the payees and reissue the checks. Normally these unclaimed funds consist of checks issue through Accounts Payable, Payroll, miscellaneous bank accounts that have since been closed, and funds held in Police Department's Property Room account. Sections 50050-50056 of the Government Code of the State of California, as well as City of Oxnard's Unclaimed Check Policy allow for:

1. Uncashed checks or individual items of less than \$15.00, or any amount if the depositor's name is unknown, which remain unclaimed for the period of one year to be transferred to the general fund by the City Council without the necessity of public notification in a newspaper.
2. Money that in not the property of the City of Oxnard that remains unclaimed for a period of more than 3 years becomes the property of the City not less than 45 days after the initial public notice if not claimed or if no verified complaint is filed and

Stale Dated Checks and Unclaimed Funds (5/10/5)

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served.

The last time the City Treasurer completed the process to capture unclaimed checks and cash to place the dollar value back into the City's General Fund was about 1999.

The City Treasurer and his staff worked with Councilman Perello, Finance Department, City Attorney, and Police Department to compile the lists of unclaimed funds and stale dated checks. All in all, 7 lists were gathered with a total value of approximately \$366,000.00 and over 2,240 names or case numbers.

The City Treasurer proposes the following steps to be taken:

1. The first date for publication will be Thursday, September 28th;
2. The second date for publication will be Thursday, October 5th;
3. The funds identified are:
 - a. General Fund, and Special Funds;
 - b. Payroll clearing trust fund; and
 - c. Oxnard "Special Security" Department Trust Fund.
4. On Monday, November 13th, or 46 days after the first publication in Vida Newspaper all unclaimed monies will become the property of the City.
5. After the publication in Vida Newspaper, the Treasurer will come back to the City Council at a future date with a recommendation that all money in special funds that was not claimed be transferred into the General Fund.
6. The public will be provided with three phone numbers to get information, either:
 - Accounts Payable Contact: Claudia Baez (805) 385-7544 ;
 - Payroll Contact: Jennifer Cahuantzi (805) 385-7599 ;
 - Police Contact: Property Room 805-385-7737, or
 - Treasurer: 805-385-7808.

After this Council meeting, I will send the 7 lists to the IT department to have the list posted on the City's web page, the day after the Council meeting of September 19th. Additionally I have asked the IT staff to establish a temporary telephone number that will be assigned as the generic number to call for information concerning claiming outstanding checks, or cash. The message should be clear and simple:

"Thank you for calling the City Treasurer's Department. If you called to file a claim for a check or money that is held by the City of Oxnard please come to the City Clerk's Office to obtain a claim form, or if your name is on the list your claim is for a business or personal check call 385-7544, or if you are or were a City employee call 385-7599 for specific instructions."

Stale Dated Checks and Unclaimed Funds (5/10/5)

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Anyone of six acceptable forms of identification will be required including the ones listed under Municipal Code Sec. 11-46 (C) 1 through 5 (although it pertains to applicants for business license):

- (1) Alien registration card issued by the United States Immigration and Naturalization Service;
- (2) Driver's license or any identification containing a photograph, issued by any state or the District of Columbia;
- (3) Passport issued by the United States or a foreign country;
- (4) Foreign national identification issued by a foreign country;
- (5) Foreign military identification issued by a foreign country, and
- (6) Mexican Consular Identification Card (per Resolution 12,298).

FINANCIAL IMPACT:

The total of the 7 lists amount to approximately \$366,000.00 and over 2,240 names or case numbers.

ATTACHMENTS:

Copy of STALE DATED FOR NEWSPAPER

PUBLIC NOTICE

NOTICE IS HERBY GIVEN THAT, the Treasurer of the City of Oxnard, County of Ventura, State of California, declares that the following monetary sums have been held by the City of Oxnard and have remained unclaimed in the funds hereafter indicated for period of over three (3) years and will become the property of the City of Oxnard on the 13th day of November, 2017, a date not less than forty -five (45) days after the first publication of this Notice.

Any party of interest may, prior to the date designated herein above, file a claim with the City Treasurer's Department which includes the claimant's name, address and telephone number, amount of claim, and the grounds on which the claim is founded. The Unclaimed Money Claim Form can be obtained from the Office of the City Treasurer at 214 South C Street, Oxnard, CA, 93030, or from the City's website at <https://www.oxnard.org/city-department/city-treasurer/>. Proof of identity must be provided before funds will be released. With any questions, please contact the department related to the fund of your claim: General Fund - Claudia Baez (805)385-7544, Payroll- Jeniffer Cahuantzi (805)385-7599, Police Department Trust (805)385-7738.

The following funds are held in the General Fund - Accounts Payable

Check Number	Payee Name	Amount
22117	CWPCA	\$ 25.00
22935	William & Sorensen	\$ 186.26
24885	U S Escrow	\$ 1,275.00
25627	International Law Enforcement	\$ 165.00
25787	Simi Valley Municipal Ct	\$ 300.00
26737	Forrest Pinkard	\$ 128.70
27217	Arturo & Jose Montoya	\$ 20.47
27625	Gossner Foods Inc Aseptic	\$ 2,500.01
27926	Industrial Del Amor Inc	\$ 50.00
28722	Oxnard Auto Upholstery	\$ 15.95
29997	Altec Industries Inc	\$ 74.06
32212	101 Auto Upholstery	\$ 338.00
32579	Steitz Towing & Recovery	\$ 40.00
33677	State Controller's Office	\$ 6,716.00
34118	Sal Montano	\$ 26.00
36118	Oxnard College	\$ 109.00
36716	Word Perfect Magazine	\$ 278.76
36804	Catering by Forrest	\$ 161.00
36939	ICBO-Ventura Chap.-City	\$ 480.00
37851	Car Coa Body & Paint	\$ 842.61

38845	American Management sys., Inc.	\$	75.00
39144	Joseph H Maulhardt	\$	200.00
40372	Dale Hatton	\$	157.85
42140	Joseph A. Smith	\$	148.00
42652	Santa Clara High School	\$	100.00
43156	Rio Mesa Athletic Booster Club	\$	100.00
43167	Santa Clara High School	\$	100.00
43195	Software Publishing	\$	20.00
43766	Thunder Country 105.5 FM	\$	350.00
44329	Cal Norman Translation	\$	400.00
45352	The Ventura County Star	\$	82.45
46556	C & S Truck Bodies	\$	69.35
48522	Vincent Stewart	\$	32.13
49562	League of CA Cities	\$	250.00
51067	Soul City Survivors	\$	1,500.00
52362	Nord & De La Flor	\$	150.00
53604	Beach, Protor, McCarthy	\$	150.00
54069	Advanced Geologic Exploration	\$	65.00
54865	ICMA	\$	33.00
59372	St. Anthony's School	\$	100.00
60667	Laura Klein Mosqueda	\$	26.35
61520	Barber's Auto Parts	\$	40.00
61570	Chamada, Inc.	\$	89.02
63714	Magic Muffin Bakery	\$	143.50
64211	KBBY FM 95.1	\$	1,500.00
64372	Sam's Club Direct	\$	92.71
64864	RHF, Inc.	\$	134.37
65957	Vta. County Superior Court	\$	185.00
67562	Chulaina Publishing	\$	432.42
67822	Ocean-Aire Mobile Home	\$	1,000.00
68490	St. John's Reg. Medical Ctr.	\$	88.00
69537	Structural Engineers	\$	20.00
70114	Glenn Velo	\$	990.00
71441	Jessica Craven	\$	63.76
71640	Online Wedding Planner	\$	60.00
71693	Peggy Ramirez	\$	50.77
71827	West Net Communications	\$	201.00

72538	Camarillo AYSO Region 68	\$	100.00
72809	Oxnard Youth Employment	\$	100.00
73368	Oxnard High School Aquatics	\$	1,400.00
74928	Gold Coast Steel	\$	225.22
75509	Gold Coast Steel	\$	152.03
77329	JoAnn Roach	\$	99.23
78610	M. R. Aguilar	\$	326.29
78667	A. Bautista	\$	17.61
78680	D. A. Bockus	\$	131.33
78712	Y. Celis	\$	17.01
78713	M. A.Cendejas	\$	44.41
78766	Gina Diaz-Sosa	\$	81.97
78830	T. L. Granger	\$	64.27
78861	E. Ibarra	\$	94.53
78899	Lawler Bonham	\$	150.00
79031	D. D. Robinson	\$	42.61
79043	H. L. Satgent	\$	19.05
79073	C. A. Sosa	\$	206.96
79100	B. A. Troutt	\$	19.11
79814	Aaron Cardenas	\$	1,209.60
81284	Mario Castroni	\$	92.86
83054	Ellen Kripstock	\$	25.46
85115	Margyl Buckel	\$	22.05
85988	Pestmanster Services	\$	85.00
86945	Librarian Coll. Letter	\$	47.00
87037	Oxnard Youth Employment	\$	250.00
87091	Steve Robinson	\$	168.00
89192	LJ's Plumbing Const.	\$	202.00
90139	Downey Ford Inc.	\$	100.00
90792	Ojai Ambulance	\$	45.00
91030	Juan Campos	\$	100.00
93189	Ventura Countyj Auditor	\$	6,645.00
94421	Government Advisory Asso.	\$	75.00
97552	Crown Dodge	\$	391.25
97961	Wsgado Insurance	\$	128.00
98452	Taylor's Steel & Welding	\$	150.56
100987	Easter Seals Society	\$	250.00

101051	Int'l Journal of Arts Mgt	\$	38.00
104370	Cecilio O. Sampilo	\$	100.00
105736	Karen Sedillos	\$	369.23
107574	Susan Kennedy	\$	162.46
107657	Ventura Towing	\$	295.62
108265	West Marine	\$	965.22
108293	Mexican American	\$	5,266.67
108780	Aspet Amirkhanian	\$	80.00
108922	Charlene Lindquist	\$	92.31
110666	U Rent Inc.	\$	203.50
112267	Samrt & Final Iris. Co.	\$	43.19
112281	Superintendent of Documents	\$	114.00
114675	Irene Castenon	\$	135.00
116539	Donna Brubaker	\$	168.00
116881	Nathaniel Wayman	\$	69.61
117036	Donna Brubaker	\$	168.00
117554	Albina Gonzalez	\$	103.85
117657	Donna Brubaker	\$	168.00
118015	Scott Swenson	\$	111.18
120804	United Way	\$	1,281.19
122956	Smart & Final	\$	52.40
124726	Charlene Lindquist	\$	92.31
125395	Charlene Lindquist	\$	92.31
128032	J. Villanueva-Walker	\$	19.24
128353	Oxnard Rental Center	\$	431.06
129277	Channel Islands Naval Yacht	\$	75.00
129636	Vta Co Sheriff's Dept	\$	50.00
131995	Dale Hatton	\$	105.23
132537	Erik Mora	\$	200.00
133935	Tiny's Vacuums Inc.	\$	64.48
133956	Vta Co Sheriff's Dept	\$	200.00
134428	Print City of Oxnard	\$	75.97
135178	Hunt, Ortmann, Blasco	\$	6,381.10
135627	Ventura Municipal Court	\$	200.00
138890	Smart & Final	\$	246.98
139424	Scott Swenson	\$	152.00
140139	Code 12 Uniforms & Equip	\$	16.00

141914	NCOA	\$	195.00
142742	Ventura Municipal Court	\$	2,500.00
143919	Wonders of Wildlife, Inc.	\$	250.00
144134	Channel Islands Orthopedic	\$	509.10
145033	Vanessa D. Harper	\$	92.31
145290	Rotary Club of Oxnard	\$	50.00
145448	Ida Marquez Rivera	\$	57.69
145967	Calif. Asso. for Property	\$	35.00
145968	Calif. Cities SB90	\$	575.00
146251	Vanessa D. Harper	\$	92.31
146922	Oxnard Police Dept. Bike Team	\$	150.00
147302	Kelle L. Mann Pistone	\$	215.00
148214	Margaret Barraza	\$	70.00
148252	Edward Fletcher	\$	100.00
150312	La Paloma Restaurant	\$	600.00
150559	Best, Best and Krieger	\$	290.35
153343	Tinta Latina Magazine	\$	300.00
156291	Mary McGrath	\$	155.08
156521	Boot Barn	\$	107.24
156638	Linda Laubacher	\$	300.00
156846	Mary McGrath	\$	155.08
157189	Norman Hurtado	\$	100.00
157201	John Caballero	\$	75.00
157279	CA Public Radio Assoc	\$	43.00
157430	Mary McGrath	\$	155.08
158034	Mary McGrath	\$	155.08
159503	A5 Oxnard LLC	\$	369.00
159757	Party Pleasers	\$	1,447.18
160239	Edward Gafford	\$	455.00
160341	Oxnard High School ASB	\$	40.00
160717	Ventura Roundup	\$	90.00
161992	Community Dynamics	\$	720.00
162560	A5 Oxnard, LLC	\$	102.96
162582	Heliodoro Avalos	\$	387.00
164681	Security Consultant Services	\$	2,800.00
165726	Ventura County Star	\$	287.28
165727	Ventura County Star	\$	65.45

167924	Heritage Square Facility	\$	267.50
168413	Heritage Square Facility	\$	267.50
168748	Ginder Sunderland & Carlson LLP	\$	150.00
169355	Villa, Joe	\$	45.00
170839	Online Wedding Planner	\$	100.00
173932	Jahaziel Vasquez	\$	100.00
173933	Antonio Navarette	\$	500.00
173975	Juan Luis Gastelum	\$	750.00
174390	International Environmental	\$	100.00
175107	Juan Luis Gastelum	\$	2,072.00
176244	Rosaura Barajas	\$	100.00
176268	Adriana Gonzales	\$	225.00
176530	Thomas Chronister	\$	215.00
176589	Granville Bowman	\$	62.90
177511	Hilario Silva	\$	100.00
178062	Charles E. Jimenez	\$	46.00
178867	James Rupp	\$	75.91
179767	Alexis Garcia	\$	150.00
179883	Patrick Michael Finn	\$	150.00
180154	Ventura County Star	\$	75.03
181032	Belia Soto	\$	182.00
182012	Sonus-USA Inc Oxnard	\$	140.00
184691	Service Fire Protection	\$	148.89
184995	National Register Publishing	\$	220.95
185210	MCT Trailers LLC	\$	322.51
186539	Superior Sanitary Supplies	\$	531.84
186991	Franchise Tax Board	\$	1,028.31
187945	DATA911	\$	46.97
188022	Jamie Torres	\$	19.00
188452	J.C. Gills	\$	32.40
190413	Donlon Plumbing	\$	75.00
190909	Mark Pumford	\$	90.00
191992	Edward Rose	\$	170.00
192293	Ca. Narcotics Officers	\$	730.00
194023	ComCo Management	\$	843.75
194087	Tamara Sahler	\$	245.00
194601	Dalia Torres Perez	\$	100.00

194878	Tim Lumas	\$	245.00
194995	Francine Smith	\$	97.38
195065	Driver Alliant Insurance	\$	60.00
195227	Jose Zererino	\$	100.00
196936	Comite Cultural Mexicano	\$	170.00
197294	Filipino American Council	\$	225.00
198667	Christina Aerenlund	\$	105.60
199754	Sunshine Trailer Park	\$	847.50
199757	Valerie Neal	\$	250.00
200387	Martin L. King Jr. Comm	\$	40.00
201002	Martin L. King Jr. Comm	\$	120.00
203402	Shea Properties	\$	1,042.67
204018	Ana Maria Rodriguez	\$	200.00
204297	Ventura County Sheriff	\$	50.00
204577	Magazine Billing Service	\$	42.99
204604	El Rio Girls Softball	\$	221.50
204868	Sports Zone	\$	285.92
204965	Associated Ready Mix Concrete	\$	1,372.78
205238	Netclerk, Inc.	\$	417.85
205240	Shea Homes, LP	\$	828.53
205254	Harpal K. Dhillon	\$	1,000.00
208092	Ipatzi Auto Repair	\$	45.00
208264	State Compensation Insurance Fund	\$	25.00
209899	National Community Development Assoc.	\$	1,515.00
211670	Guillermo Barajas	\$	21.71
211712	Swissjust Corp.	\$	277.46
211714	Oxnard Transmission	\$	27.60
211725	Beacon Fire & Safety	\$	28.58
211729	Results Advertising	\$	80.64
212172	Rusty's Pizza Parlor	\$	188.42
212288	ICF Consulting	\$	35.00
212316	Sothebys Int Realty	\$	93.91
212901	Sara Bolanos	\$	25.00
212959	Maria Echeverria	\$	257.25
212978	Maria Mares	\$	257.25
213258	Juvenile Diabetes Foundation	\$	200.00

213501	Advanced Electronics	\$	191.18
214135	Rodriguez, Aurelio	\$	41.00
214147	Beniquez, Edwin	\$	61.00
215138	ACOSTA, JULIE	\$	52.57
215694	CRUZ HANSEN	\$	290.00
216293	VENTURA COUNTY ROUNDUP	\$	225.00
216312	CHRIS JIMENEZ	\$	53.61
216876	YORO, LORRAINE OR AMBROCIO	\$	65.61
216885	RADFORD, ROY	\$	19.32
216887	NEW CENTURY MORTGAGE	\$	93.61
216888	RUIZ, JOSE	\$	41.66
217494	JOHNSON, MARISSA	\$	29.64
218747	HERRERA, MARTIN OR CELIA	\$	33.05
218750	DRYWALL SYSTEMS	\$	29.75
219391	CABALLERO PRODUCTIONS	\$	66.76
219400	YU, UNSU	\$	22.86
219411	MEEHAN, MATT	\$	67.67
219972	MEEHAN, MATT	\$	42.21
219978	GONZALES-MUNOZ, ROSALVA	\$	15.64
219981	PERATIS, TOM	\$	70.28
220619	NGHIA TRAN	\$	300.00
221193	MI HACIENDA BAR & GRILL	\$	17.44
221836	ARCO IRIS	\$	90.00
221840	TARGET CORPORATION #0181	\$	200.00
221862	WESTERN DENTAL	\$	240.00
221879	RUSH, JAMES	\$	21.69
221891	SALCEDO, MARENA	\$	74.09
222587	SMITH, BRANDY	\$	34.29
222600	AREVALO, FRANK	\$	65.48
222603	DELGADO, MIGUEL	\$	61.00
222642	CHARLES PAYTON	\$	200.00
223894	WILLIAMSON, JAMES C	\$	29.25
223901	CUECUECHA, JOSE OR ROSALIA	\$	61.00
224753	TEAM TRANSIT MIX	\$	3,418.76
224987	COLIMA MEXICAN FOOD & JUICE	\$	41.00
224996	MAGALLON, ENRIQUE	\$	16.34
227249	HACIENDA CASA DE CAMBIO	\$	75.00

227255	NOLASCO, JUAN	\$	58.50
227260	SANABRIA, CARMEN	\$	109.31
227279	MINOOEI, FARZAD	\$	15.76
227280	SCOTT, MARTIE	\$	87.78
227594	NAPA AUTOMOTIVE SUPPLY	\$	67.38
227856	GOLD COAST HOME MORTGAGE	\$	25.00
228852	FREDERICK, JACKIE OR JEFFREY	\$	23.26
228862	VASQUEZ, NATALIA	\$	20.00
228993	DUNN EDWARDS CORPORATION	\$	22.13
229444	ANIMAL CARE CONFERENCE	\$	900.00
229978	SI VIII, LLC	\$	400.00
230009	POWERS, GARY CHANNING	\$	20.56
230014	THE NAIL WORKS	\$	21.03
230018	PEREZ, REUBEN OR GABRIELA	\$	53.30
230026	CONTRERAS, LUIS OR GLENDA	\$	60.07
230028	LIBERATORI, JOHN	\$	19.13
230039	JOSE ALFARO	\$	40.00
230411	PEREZ, LUIS C	\$	16.36
230415	GBUR, JOE	\$	44.65
230418	ALMAZAN, ALFREDO	\$	25.67
230441	HEIGHTON, DOUGLAS	\$	30.25
231488	RODRIGO GUZMAN	\$	40.00
232004	MORTECH FINANCIAL GROUP	\$	70.00
232044	GENERAL NUTRITION CENTER	\$	105.77
232061	BELLPORT ANACAPA MARINE SVCS	\$	25.00
233078	FISHER, LELIA	\$	265.69
233080	VASQUEZ, JAMES OR NANNETTE	\$	100.94
233088	RIVERA, RIGOBERTO OR LEONIDES	\$	32.99
233509	ANGUIANO-MENDOZA, MARIA D	\$	26.09
233511	LANGARICA, MIGUEL	\$	21.48
234031	ESPINOZA, JOANNA	\$	17.57
234636	GONZALEZ, KRISTOFFER	\$	27.28
235153	K B PARTNERS INC	\$	21.89
235286	PARTY PLEASERS	\$	87.94
235596	MOORE VETERINARY CARE	\$	60.00

236155	HERRERA-LAMINO, RAFAEL	\$	61.00
236769	FIDELA BAUTISTA	\$	300.00
237241	KIM, SHARON	\$	21.11
237590	VENTURA COUNTY SHERIFF	\$	30.00
238038	VERONICA ZIMMERMAN	\$	295.00
238055	CALLO, THELMA OR ROBERT	\$	28.01
238056	TOBIN, MARGARET	\$	41.00
238057	RIVERPARK LEGACY LLC	\$	2,711.89
238060	TORRES, LEONEL OR LUISA	\$	17.09
238620	FRIEL, BRIANNE OR MIKE	\$	51.11
238621	RIVERPARK LEGACY LLC	\$	2,939.78
238628	HUERTA, ABEL OR LETICIA	\$	61.00
238633	SHEA HOMES	\$	51.86
239100	SCOTT, PAMELA KIM	\$	74.87
239108	RIVERPARK LEGACY	\$	151.33
239109	BROOKS, RICHARD C	\$	110.28
239189	BEARDSLEY AND SON	\$	254.08
239194	TALY & SHARON EYAL	\$	404.14
239245	SALVATORE & VINCENZA ZOIDA	\$	115.69
239248	SHELL WESTERN E & PINC	\$	296.07
239282	SANTA MARIA INVESTMENTS LLC	\$	882.33
239503	SOUTHERN CALIFORNIA CRIME	\$	45.00
239810	Ramona Smalls	\$	298.00
240626	CCPOA	\$	30.00
240868	GUTIERREZ-RAMIREZ, JUAN	\$	61.00
241420	GREEN HILLS PLUMBING & REPIPING	\$	174.80
242113	MEGAN BOCANEGRA	\$	175.00
243683	GARCIA-BARRERA, CALET	\$	61.00
243694	ARREDONDO-PEREZ, VERONICA	\$	60.09
244179	ABEL CALDERON	\$	25.00
245029	ADELA CLAYBURG	\$	87.00
245630	UBALDO OR AMELIA AMARO	\$	40.00
245636	JEFFREY CARLILE	\$	35.00
246102	NASSIF, DOUG	\$	61.00
247835	STRAUSS, JOHN OR MICHELLE	\$	88.30
248463	ARLETTE AKKERMAN	\$	354.00

250293	ONLINE RESOURCES	\$	49.50
250329	JOHN WASKEY / HEATHER KEHAYAS	\$	40.65
251297	H.E. JULIEN & ASSOCIATES INC.	\$	186.99
251647	THERAPEUTIC HOME CARE	\$	62.68
253728	ZAMORA, DULCE	\$	15.42
254302	DOYLE, SCOTT	\$	85.00
255410	PAUL WENDLAND	\$	77.02
256422	HERALD PRINTING LTD.	\$	84.82
256621	MARIA MAGALLON	\$	100.00
256640	FRANCISCO IZARRARAS OR	\$	65.00
258539	CHRISTINA SANCHEZ	\$	20.00
258541	CORRINE HATHAWAY	\$	65.00
258544	JUAN MONICO CASTRO	\$	15.00
258576	JUST TIRES	\$	59.00
259054	ISMAEL OR MARTHA IBARRA	\$	20.00
259061	JULIO HERNANDEZ	\$	20.00
260255	PORT MARLUNA EXEC HOUSING LLC	\$	19.33
260263	SCHMICK, AMBER	\$	39.16
260266	HAWK, JEDEDIAH	\$	26.58
260518	GUILLERMO ANASTACIO SAAVEDRA	\$	65.00
260525	GUSTAVO CASTILLO CUEVAS	\$	25.00
260536	JAIME PINEDA	\$	40.00
260544	ELLPIDIO MORALESBALTAZAR	\$	65.00
260801	CITY OF MOORPARK - AVRC	\$	405.00
261256	MARTIN AUSTIN	\$	65.00
261421	IRONMAN PARTS	\$	195.04
261767	HERNANDEZ, MAXIMO	\$	20.39
262829	HERNANDEZ, PASCUAL	\$	26.51
262846	RAMON REYES	\$	65.00
262848	PICK A PART HESPERIA	\$	25.00
262850	GENEVIEVE HENDON	\$	70.00
262852	BILLY BRUCE SHAIN JR.	\$	25.00
262854	MARTIN AUSTIN	\$	65.00
262857	PEDRO RAMIREZ	\$	50.00

262859	JESUS SALAS	\$	65.00
263098	DE LOS REYES, FRANCISCO	\$	25.00
263099	PAYLESS SHOES SOURCE #2468	\$	205.00
263367	STREMEL, ADAM	\$	61.00
263840	JUNIPER DEVELOPMENT	\$	109.02
265938	GREGORY MATTHEWS	\$	98.00
265945	JULIO CESAR ROCHA	\$	45.00
265947	CELERINO JUAREZ DIAZ	\$	15.00
265951	JUSTIN STEIN	\$	213.00
265955	SALAZAR BLUMARO	\$	70.00
265962	RUBEN TORRES VEGA	\$	65.00
265968	OLIVIA CASTRO	\$	65.00
265972	OLGA HERNANDEZ	\$	35.00
266664	FIRST FIRE EXTINGUISHER CO.	\$	105.00
266732	ORANGE COUNTY SHERIFF DEPT.	\$	204.00
267696	DORI THOMPSON	\$	45.00
267698	JOSE GARCIA	\$	20.00
267699	JOANNA VALDES	\$	25.00
	GUILLERMO PEREZ OR BERNARDO		
267701	LOPEZ	\$	25.00
267704	ERMILO PAREDES VASQUEZ	\$	90.00
267706	MARIA TORRES	\$	25.00
268006	CARDENAS, JUAN	\$	61.00
268160	MORNING STAR	\$	22.78
269176	AMIGO PARTY RENTAL	\$	820.00
269370	ENTERSECT	\$	84.95
269441	WALL, KELLEY OR DANIEL	\$	102.20
269697	DIEHL EVANS & COMPANY LLP	\$	275.00
269801	LOS ANGELES PUBLIC LIBRARY	\$	45.00
269878	MARICELA R. GARCIA	\$	1,872.00
270678	DHS-OCP PROGRAM	\$	80.00
270824	DIANE FRENES	\$	25.00
271491	PEDERSON FENCE & PATIO CO INC	\$	1,040.00
271660	CORNELIO, HILDA	\$	61.00
271669	LYAMTSEV, ALEKSAMBR	\$	23.14

271720	SOMICHERALDINE C TRUST-rebate	\$	2,803.36
271738	COLLET T BYPASS TR EST	\$	5,207.29
271930	SUPERIOR AWNING, INC.	\$	2,973.26
272208	NY'S AUTO SHOP	\$	61.00
	WASHINGTON MARRIOTT WARDMAN		
272220	PARK	\$	277.09
	FRANCHISE TAX BOARD-Court order		
272694	debt collect	\$	123.97
272852	BARON BROTHERS NURSERY INC	\$	1,451.95
	ENVIRONMENTAL HEALTH DIVISION -		
272954	county vta	\$	82.00
272967	CHANNEL COUNTIES DIVISION	\$	100.00
	PORT HUENEME MARINE SUPPLY CO.		
273115	INC.	\$	263.07
273341	CWEA-TCP	\$	81.00
	MATEO BALTAZAR L. OR MATEO		
273578	ALBERTO	\$	108.00
273961	PLANET HEADSET	\$	119.00
273969	LANE, HENRY J	\$	27.68
274407	RODRIGUEZ, CIRO	\$	61.00
274416	HARRISON, BRYAN	\$	17.10
274422	BRASS RING AMUSEMENTS	\$	153.59
274601	BRIAN FOOTE	\$	22.00
274637	MEDINA JOAQUIN	\$	31.50
274639	CAROL K. HENDRIX	\$	25.00
274640	CHRISTINE BONARD	\$	90.00
274641	CHRISTINE BONGARD	\$	90.00
274648	NANCY G. FLORES	\$	90.00
274650	ROBERTO A. MAGNO	\$	15.00
275594	MARIA E. NOVOA	\$	65.00
275599	MACARIO MORALES OR	\$	65.00
276239	ANDERSON, BEAU	\$	20.69
276245	REGIER, BLAKE	\$	21.12
276268	CWEA MEMBERSHIP	\$	132.00
276448	CATALINA CARRIZAL ORTIZ	\$	40.00
276514	SMITH PIPE & SUPPLY INC.	\$	141.71

276709	PEPSI	\$	60.00
277488	WISE CONSULTING SERVICES	\$	3,187.00
278510	TAYLOR, PATRICIA	\$	20.11
278649	MIGUEL ANGEL LUNA	\$	25.00
278733	VICTOR LOPEZ	\$	168.45
278892	STELL, MATTHEW	\$	20.56
279260	FRANCISCO CASTILLO	\$	40.00
279277	MOORE, JEFFERY	\$	15.78
279288	TATRO, MATTHEW L	\$	16.01
279564	SILVAS OIL COMPANY INC	\$	519.63
279773	LOPEZ-TORIBIO, LORENZO	\$	34.02
279775	ARVIN PAGADUAN	\$	25.00
280245	PRICE, WILLIAM	\$	32.93
280265	MARIA L CARRILLO	\$	50.00

CABRILLO ECONOMIC DEVELOPMENT

280400	CORP.-Farm workers housing	\$	840.08
280915	SOUTHERN CALIF. EDISON	\$	85.00
281176	AVALOS, LETICIA	\$	15.07
281190	COCCO, JONATHAN T	\$	35.63
281508	RAQUEL FAJARDO	\$	40.00
281509	STACY JAMIE FRANCOCORTEZ	\$	196.00
281906	WASHINGTON, REV H W	\$	188.20
282814	PENHALL CO	\$	167.12
283530	PETER RIVERA	\$	98.00
284210	AMERICAN SOLAR DIRECT	\$	310.98
284424	BOYD & ASSOCIATES file 1413	\$	450.00
284591	POTROS, RASHA	\$	40.23
284842	BALLINES, CARLOS	\$	17.73
285247	BRUNOJACOB, JUANITA	\$	18.94
285268	JOSEPH ANTHONY DELATORRE	\$	133.00
285269	MARYAM BEHBAHANI	\$	180.00
285270	JAIME TORRES	\$	35.00
285272	JANETTE L BAISLEY	\$	108.00
285982	CHRISTOPHER L GRIFFIN	\$	65.00
286387	SLATON, JONATHAN	\$	39.36

286954	MORNING STAR-work & safety supplies	\$	78.28
287015	DOUGLAS JR, MARVIN S	\$	28.88
287020	HIMELDA M RUBIO	\$	65.00
287495	MARTELL, MICHAEL	\$	78.72
287900	KOHLI, KAPIL	\$	113.73
288160	HIMELDA M RUBIO	\$	25.00
288162	HECTOR RODRIGUEZ HERNANDEZ	\$	90.00
289185	JACINTO HIDALGO	\$	130.00
289190	ROBERTO PACHECO	\$	25.00
289431	ROBERTS, MATTHEW OR CLAUDIA	\$	57.87
289436	TEMPCHIN, BENJAMIN	\$	16.23
289865	AMANDA A BURWICK	\$	133.00
290014	TIME WARNER CABLE MEDIA SALES	\$	191.79
290579	SEIU COPE	\$	38.81
290638	NGUYEN, ASHLEY	\$	15.19
290653	WILLIS, CHAD	\$	30.00
290989	KNIGHTS OF COLUMBUS COUNCIL #750	\$	15.00
291115	RECP CY OXNARD, LLC	\$	174.44
291288	TSAI, LYNN	\$	56.05
291486	HELENE O'CONNELL	\$	235.00
291510	FUNERARIA DEL ANGEL	\$	25.00
291518	SPENCE, SEAN	\$	119.36
291744	LYNETTE F LUCAS	\$	196.00
292498	CNCAC, INC.	\$	50.00
292526	DRIVERS LICENSE GUIDE COMPANY	\$	30.00
292757	DENNIS C CRANDALL	\$	108.00
292955	ROSBORG, CHRISTIAN	\$	95.15
292956	SCOTT, MURIEL	\$	83.34
293344	PETRA GONZALEZ	\$	53.00
293351	GASPAR A OCHOA	\$	65.00
293352	JORGE DIAZ	\$	65.00

293503	AIRPORT TATTOO	\$	41.00
293860	COASTAL PIPCO	\$	32.28
293980	DON ELLIOTT	\$	63.02
294035	MORNING STAR - work & safety supplies	\$	250.23
294056	ARTS FOR ACTION	\$	1,500.00
294107	CARLOS ANTONIO LUNA	\$	98.00
294277	RUBALCABA, JOSE ZAMARRIPA	\$	153.98
294801	SOL-AIRE AIR CONDITIONING CO.	\$	150.00
295516	ALAN WARNER	\$	30.00
295600	CITY OF SANTA ANA	\$	1,000.00
295873	RAINWATER, JAMYE	\$	40.00
295874	NDLELA, NLANDELI	\$	100.00
296284	ZACHARY JOHNSON	\$	278.00
296925	CALIFORNIA PUBLIC RECYCLING	\$	1,555.00
	ICC VENTURA CHAPTER - Arlene Peralta		
297071	Treas	\$	180.00
297389	ALAN MINATO	\$	20.00
297488	PURE WATER SYSTEMS	\$	52.50
	FLOOD CONTROL DISTRICT - county of		
298141	vta	\$	4,783.68
298256	DANIELS, FAWAAZ	\$	21.81
298269	JUVENCIO GONZALES	\$	25.00
298273	FILEMON DEMETRIO ESQUIVEL	\$	123.00
298276	ALFRED ARROYO	\$	25.00
298278	OCTAVIO GALINDO	\$	65.00
298743	CHRISTINA MAGDALENO	\$	313.65
298749	ESPINOZA-GOMEZ, ANGELICA M	\$	61.00
298751	DAVIS, GEORGE	\$	108.72
298830	ART RODRIQUEZ AND ASSOCIATES	\$	516.00
299483	SAME DAY BACKFLOW TESTING, INC.	\$	35.00
300335	SIKULA, ANDREW R	\$	19.75
300938	MICHAEL SEIBLE	\$	69.00
300950	WILLIFORD, JESSICA R	\$	41.80
301198	JEAN M GREENOUGH	\$	25.00

301200	RAMON MARTINEZ	\$	65.00
301201	CORNELIA RIVERORAMIREZ	\$	65.00
301266	THE GAS COMPANY	\$	128.96
301335	SHEA PROPERTIES	\$	91.40
302613	COASTAL PIPCO	\$	1,320.11
302834	ELEAZAR GALICIA	\$	65.00
303061	WILLIAM JONKER	\$	5,400.00
303068	FRESH & EASY MARKET	\$	17.35
303871	GOLDEN STATE ALARMS, INC.	\$	684.00

The following funds are held in the General Fund - Miscellaneous UB/OL

Check Number	Payee Name		Amount
14082	KARINA ESPINOZA	\$	40.00
14103	JOSE CARDENAS	\$	130.45
14125	CHANNEL ISLANDS PAVING	\$	121.09
14191	DANIEL J PEARSON	\$	68.56
14195	MONICA OR JAMES GRIFFITH	\$	40.00
14217	JAVIER OR CARLA TORRES	\$	74.52
14230	RAMIRO C TISCARENO	\$	63.03
14247	JENNIFER F SKORCH	\$	198.00
14252	ACTION AUTOMOTIVE	\$	27.63
14253	BRANDY ORTIZ	\$	36.43
14269	VERONICA CRUZ	\$	15.00
14293	VIRGINIA CISCO	\$	161.72
14296	GORGONIO GRANILLO	\$	41.00
14311	KHANH DOAN	\$	49.25
14339	ELIZABETH RASMUSSEN	\$	26.06
14353	HEATHER GRAY	\$	61.00
14375	MARY GREENWAY	\$	22.99
14380	STRONG INC	\$	214.50
14404	ARTHUR OR KATHY TORRES	\$	40.00
14496	JAMES A BOONE	\$	16.50
14559	RICHARD MENCER	\$	27.67
14560	CHONG S OR JEAN PARK	\$	20.36
14564	PAMELA IMHOFF	\$	59.05
14578	ADRIANA GONZALEZ	\$	26.52
14617	PACIFIC PARTY SUPPLIES	\$	20.80

14630	MARIA F OCOTECATL	\$	26.09
14631	JUANA BAUSTISTA	\$	69.14
14726	BRAD THOMPSON CONSTRUCTION	\$	37.52
14737	JOSHUA BARROS	\$	15.44
14741	DAVID DOOILNG	\$	30.19
14744	ESTATE OF JOSE V CORDOVA	\$	31.45
14780	MILES LOO JR	\$	30.36
14863	MARTHA TAYLOR	\$	152.00
14864	MARTHA TAYLOR	\$	211.00
14951	DANILO P OR SHEILA HOPER	\$	58.63
14957	RODOLFO OR CAROLINA ESPINOSA	\$	19.49
14987	VICTOR BOBROW	\$	166.27
15042	JOANNA OR NICOLAS RODRIGUEZ	\$	15.49
15044	JUAN POSADAS-MORALES	\$	41.00
15071	WILLIAM SALINAS	\$	41.00
15076	JAMIE FUENTES	\$	34.70
15100	GNG ECONOMY ARMY & NAVY STORE	\$	16.00
15121	OMARAE SCHER	\$	18.07
15135	SILVIA MEDRANO	\$	20.00
15143	ALLEN ROBINSON	\$	26.43
15156	XIANG SHU JIN OR CHERRY BLOSSON (	\$	247.84
15157	XIANG SHU JIN OR CHERRY BLOSSON (	\$	293.00
15201	LINDSAY COZART	\$	25.00
15209	GEORGE BEVANS	\$	290.00
15300	SETH BOSTON	\$	27.71
15306	JOHN GUERRERO	\$	30.00
15310	RITO'S AUTO REPAIR	\$	73.84
15317	CLINICA MEDICA	\$	62.52
15339	AIDE PEREZ	\$	41.00
15368	PURITA OR BERNARDO SABIDO	\$	72.53
15440	JOSEPH LANDSCAPING/Ramirez	\$	53.00
15469	JUANA VALLES	\$	41.00
15489	NEW VISION CHRISTIAN CENTER	\$	467.34
15501	CHULHEAN LEE	\$	36.54
15508	CARLOS RAMIREZ JR	\$	61.00
15560	LETNER ROOFING CO INC	\$	93.68
15602	MICHELLE MARTINEZ	\$	19.47

15627	QUEST DIAGNOSTICS	\$	163.34
15636	QUEST DIAGNOSTICS	\$	202.87
15637	OXNARD CITY FLORIST	\$	32.18
15648	MARIA J HERNANDEZ	\$	22.40
15659	MARY GARCIA	\$	26.09
15678	CABALLERO PRODUCTIONS	\$	81.50
15687	RACHEL GUZMAN	\$	221.37
15689	AKEME LEA NAVARRO	\$	49.71
15704	JUAN MACIAS	\$	40.00
15706	ZONE INDUSTRIAL STAFFING	\$	144.80
15726	ALFREDO CONZALEZ	\$	20.00
15741	CHRISTINA M BENAVIDES	\$	17.00
15758	TEST ONLY EXPRESS	\$	55.95
15829	CRIG SPRAGUE	\$	58.00
15858	JAMES LOMBARDO	\$	30.42
15932	MYP DISTRIBUTING	\$	377.95
15956	SYLVIAN LEARNING CENTER	\$	38.82
15964	DOLEX DOLLAR EXPRESS, INC	\$	70.00
16086	JORGE RODRIGUEZ MOTA	\$	67.29

The following funds are held in the General Fund - Miscellaneous -Rec

Check Number	Payee Name		Amount
3326	Rosario Tayda	\$	15.00
3236	Josie Gonzalez	\$	20.00
3246	Gary Spicer	\$	20.00
3264	Abby Lopez	\$	20.00
3265	Sausha Binkley	\$	20.00
3267	Fredrick Ellis	\$	20.00
3272	Janet Marron	\$	20.00
3298	Erika Valdivia	\$	20.00
3400	Elizabeth Maciel	\$	20.00
4395	Miguel Arrizon	\$	20.00
3140	Maria Soto	\$	21.00
5168	Geoffrey Flowers	\$	24.00
3498	Melanie Lee	\$	25.00
3724	Elena K. Peters	\$	25.00
4865	Jesitina Jones-Cathcart	\$	28.80

3607	Bertha Zaragoza	\$	30.00
3970	Nancy Ventura	\$	30.00
3972	Deborah Arevalo	\$	30.00
3410	William Vasquez	\$	32.50
3289	Natalie Morehead	\$	34.80
3496	Fumiko Lee	\$	35.00
3985	Ashley Rorich	\$	35.00
3403	Rio Real PTA	\$	40.00
4387	Teresa Tapia	\$	40.00
3279	Diana Gasca	\$	43.00
4706	Shane Montgomery	\$	45.00
4470	Emma Sanchez	\$	47.00
2942	Juan Gaona	\$	50.00
3503	Silvia Bohol	\$	50.00
4715	Florentino Alferez	\$	50.00
4853	Miguel Alfaro	\$	50.00
4625	Catalina Cruz	\$	57.00
4964	Pennie Chesser	\$	59.00
3649	Rosana Espritu	\$	60.00
4040	Edelmita Martinez	\$	60.00
4059	Blanca Guerrero	\$	60.00
4462	Tracy Hunter	\$	60.00
3450	Barbara Tinoco	\$	65.00
5144	Janie Kumar	\$	76.00
3488	Joseph Scagin	\$	93.75
2941	Juan Gaona	\$	100.00
4552	Oscar Hernandez	\$	100.00
3218	Irma Villagrana	\$	200.00
3550	Lydia Serrata	\$	260.00

The following funds are held in the Payroll Clearing Trust Account

Check Number	Payee Name		Amount
456	Jason Shorb	\$	295.65
592	Christina Fine	\$	39.42
1756	Angelina Martinez	\$	22.21
1961	Rochelle Perez	\$	44.41
2229	Horacio Mendez	\$	88.83

2267	Rogelio Espinosa	\$	138.37
2299	Fernado Reyes	\$	22.21
2338	Adelia Carrillo	\$	58.29
2342	Francisco Heredia	\$	444.13
2387	Juan Hernandez	\$	222.06
2388	Pablo Hernadez	\$	222.06
2391	Angel Cordona	\$	185.99
2395	Corina Reyes	\$	27.75
2635	Alicia Saldana	\$	66.62
3056	Sandra Fernandez	\$	111.03
3274	Alexandra Lucero	\$	66.62
3304	Robert Pano	\$	222.06
3430	Jess Perez	\$	222.06
3659	Serafin Hernandez	\$	26.07
4702	Froylan Martinez-Deceased	\$	45.61
8812	Joseph Colmenares	\$	68.79
10433	Elizabeth Mora	\$	28.96
11399	Luke Saucedo	\$	193.10
13030	Lorena Glidden	\$	80.00
16225	Manuel Munos	\$	43.15
22117	No Name	\$	25.00
23505	Dulce Murillo Martinez	\$	289.51
24148	Ivette Andres	\$	408.00
355873	Maria G. Garibay	\$	24.44
356022	Claudia L. Martinez	\$	20.15
356051	Leilani G. Rodriguez	\$	24.45
356071	Cruz Maldonado	\$	26.14
356080	Jennifer Maldonado	\$	20.45
356086	Michael Rivas	\$	25.74
356117	Sandra Montelongo	\$	26.27
356120	Valeria Gutierrez	\$	21.89
357100	T. Dixon	\$	51.27
357102	R. Balderrama	\$	57.63
357106	R. Armendariz	\$	53.36
357107	R. Melchor	\$	32.17
357110	J. Villegos	\$	21.80
438150	M. Garcia	\$	97.54

438152	S. Magallon	\$	131.67
438162	D. Orpilla	\$	78.09
438167	P. Eisenberg	\$	21.90
438168	E. Garcia	\$	72.12
438169	J. Leyva	\$	22.44
438170	R. Osuna	\$	31.13
438173	R. Aguilar	\$	51.82
438209	D. Flowers	\$	69.80
438212	L Martinez	\$	19.74
438216	R. Torres	\$	25.29
447480	N. Gooden	\$	1,758.32
448170	M. Armstrong	\$	372.35
448266	J Blackford	\$	368.05
448717	A. Garcic	\$	197.94
448859	E. Castillo	\$	48.27
451124	L Pacheco	\$	145.76
451344	E. Castillo	\$	48.28
458279	D.D. Dean	\$	24.14
460552	S. Okada	\$	24.14
461681	E. Castillo	\$	24.14
461683	D.D. Dean	\$	24.14
461694	S. Okada	\$	24.13
465376	S. J. Lawrence	\$	1,103.12
469705	P. A. Carrasco	\$	175.53
469730	J. Garcia	\$	46.21
469737	N. Gooden	\$	157.20
469742	N. L. Guzman	\$	18.34
469792	L. E. Palmer	\$	81.66
469812	G. A. Soliman	\$	153.29
469829	A. M. Vaillancourt	\$	43.63
469832	G. A. Ventress	\$	55.88
494107	E. Hernandez	\$	82.07
499416	R. Alonzo	\$	99.16
499427	R. Brown	\$	56.61
499428	J. Caldera	\$	126.96
499443	D. Dixon	\$	364.34
499456	R. Graham	\$	159.29

499460	D. Hawkins	\$	69.65
499468	S. Juarez, Jr.	\$	96.79
499472	C. Leoanrd	\$	150.34
499478	R. Macias	\$	20.08
499496	S. Okada	\$	16.74
499497	R. Oropeza	\$	29.19
499502	R. Pardo	\$	79.53
499521	D. Samaniego	\$	15.57
499544	B. Villegas	\$	126.48
508282	D. E. Coleman	\$	21.56
509873	E. S. Bradley	\$	276.29
509887	G. G. Flores	\$	161.57
509893	M. E. Hartsock	\$	337.35
509894	E. Hernandez	\$	17.05
509904	F. C. Lin	\$	86.60
509908	O. L. Martinez	\$	100.37
509911	R. R. Mendez	\$	301.63
509934	A. Sandoval	\$	160.90
511516	D. S. Oesterle	\$	199.65
515089	M. P. Amezcua	\$	26.70
522548	A. Valdespino	\$	70.47
524017	R. F. DeHaro	\$	199.62
524019	C. Dendl	\$	17.28
524081	G. A. Maldonado	\$	97.42
524130	E. L. Rodriguez	\$	366.03
524136	J. S. Smira	\$	46.92
532672	A.N. Valdespino	\$	22.31
535289	S. A. Avila	\$	30.91
535337	F. E. Samuel	\$	15.01
545740	L. L. Adams	\$	170.29
545781	A. Hernandez	\$	198.00
545783	H. J. Hernandez	\$	79.30
545785	N. S. Orelan	\$	78.87
545790	A. R Jones	\$	212.71
545795	E. M. Loera	\$	162.02
545811	P. A Oneil	\$	45.19
545816	A. Ortiz	\$	37.29

545825	G. A. Pineda	\$	41.07
545973	F. Ramos	\$	46.49
547984	C. M. Miranda	\$	36.68
557062	Rudy R. Garcia	\$	56.88
557085	F. Salas	\$	48.94
567481	S. E. Swenson	\$	205.03
567483	G. Tamayo, Sr.	\$	194.89
567489	M. F. Vargas	\$	194.90
567556	P. C. Pinedo	\$	242.86
570036	M. Amon	\$	339.93
570128	G. U. Tamayo, Sr.	\$	339.94
573053	J. Gaona	\$	81.36
573680	R. Cole	\$	446.01
573930	J. Anderson	\$	190.54
573970	I. Mejia	\$	21.79
573972	J. Montano	\$	114.67
573986	S. Villa	\$	21.95
579340	S. V. Flores	\$	16.75
579347	J. J. Leyva	\$	125.14
583192	C. A. Soria	\$	29.57
592234	D. M. Brown	\$	80.17
592331	W. Y. Gietzen	\$	206.85
592447	K. W. Tougas	\$	233.15
597658	R. M. Ventura	\$	22.38
607035	T. A. Serrata	\$	441.82
608766	E. T. Liufau	\$	18.23
625879	Jason Stratton	\$	44.03
625898	David Arkangel	\$	64.51
625905	Quincy Brooks	\$	28.77
625908	Donald Carmona	\$	46.50
625958	Mark Ramos	\$	28.89
625969	Clinton Tatum, Jr.	\$	65.41
625974	Cynthia Calabrese	\$	28.29
625981	Veronica Martinez	\$	127.34
625982	Angela Perez	\$	47.34
626014	Eliodoro Monge-Torres	\$	77.22
626334	Kathleen Royce	\$	67.93

628608	Richard Arias	\$	514.15
628863	Daryoush Mohamedi	\$	893.43
629380	Curtis Smith	\$	46.30
632757	Nora Reyes	\$	66.86
633207	Nora Reyes	\$	66.86
633238	Kent Oakley	\$	252.25
636083	Mary Hernandez	\$	123.42
636100	Veronica Rodriguez	\$	265.71
636311	Daniel Collins	\$	84.29
636315	Esther Estrada	\$	26.47
636406	Norma Gutierrez	\$	111.64
636411	Hal Archer	\$	197.86
638558	Brianna Martinez	\$	36.09
638922	Symera Edwards	\$	36.09
642117	Danielle Maestas	\$	28.81
642300	Belia Ibarra	\$	120.71
642690	Reyna Chavez	\$	67.17
643236	Jesus Montano	\$	44.94
643249	Gerrit Blok	\$	73.67
643311	Nelson Nurse	\$	75.04
643347	Gloria Dirton	\$	20.41
643373	Lando Sosa	\$	53.58
643377	Veronica Briggs	\$	104.45
643392	Kristina Avila	\$	122.81
643403	Efrain Cazares	\$	51.13
643407	Richard Cruz, Jr.	\$	26.29
643413	Soledad Furster	\$	27.65
643418	Brendon Garrett	\$	18.09
643421	Martha Godinez	\$	94.32
643446	Shaunte Johnson	\$	41.90
643449	Frances Kellerman	\$	35.95
643453	Krystle Leaupepe	\$	20.43
643478	Makela Owens	\$	86.04
643483	Matthew Pond	\$	36.60
643490	Kimberly Ramos	\$	55.65
643500	Adria Scott	\$	412.60
643505	Adela Sotelo	\$	160.09

643520	Sarah Valles	\$	42.85
643522	Tanya Ventura	\$	98.34
643527	Eric Wibbeler	\$	32.28
643529	Cynthia Wright	\$	137.32
643616	Javier Zacarias	\$	138.99
643687	Armando Gonzalez	\$	35.35
643707	Jesus Hernandez	\$	61.00
643730	Cristina Linares	\$	149.21
643746	Giovanni Marrufo	\$	102.09
643871	Concepcion Reyes	\$	16.41
646562	Javier Morales	\$	583.74
647100	Marcelina Suniga	\$	27.75
648087	Christina Royce	\$	116.44
648371	Jason Romanello	\$	59.66
648379	Teresita Aldaco	\$	17.97
648414	Minerva Lopez	\$	63.60
648460	Ricky McKean	\$	161.06
648762	Ray Salinas	\$	116.59
648782	Armando Gonzalez	\$	241.46
650068	Maria Quintero	\$	75.57
650077	Linda Covarrubas	\$	56.23
650142	Dennis Phelps	\$	1,757.71
650180	Jeffrey Carey	\$	20.31
650182	Bryan Caudle	\$	46.32
650190	Constance Devenport	\$	21.04
650217	Yvonne Lopez	\$	15.07
650233	Eryn Poulton	\$	67.70
650240	Steve Robinson	\$	79.69
650331	Jeseoph Cerda	\$	74.97
650339	Beatriz Elizarraras	\$	298.06
650364	Carie Hill	\$	233.55
650381	John Lopez	\$	20.24
650398	Matthew Merricks	\$	19.51
650435	Timathi Scott	\$	16.58
650437	Randall Smith	\$	25.59
650633	Guadalupe Vera	\$	191.75
650639	Clara Andrade	\$	54.72

650642	Hugo Arellano	\$	22.90
650643	Jaime Arellano	\$	71.90
650650	Julio Cahue	\$	26.56
650666	Karina Garcia	\$	23.24
650671	Juan Guillen	\$	16.65
650674	Belia Ibarra	\$	89.54
650701	Miguel Serratos	\$	22.00
650703	Hector Torres	\$	132.12
650708	Roxie Ventura	\$	18.62
650709	Erika Verduzco	\$	76.30
650814	Dennis Phelps	\$	1,681.55
651602	Katalina Martinez	\$	88.14
652264	Adriana Diaz	\$	36.42
652414	Leticia Uribe	\$	47.40
652488	Lynn Tinder	\$	116.83
654024	Matthew Merricks	\$	91.24
657647	Antonio Ortiz	\$	40.92
658061	Arturo Jimenez	\$	516.93
658577	Analilia Urrutia	\$	147.85
659046	Nadine Beck	\$	71.81
659058	Randolph Almanza	\$	409.88
659167	Michael Spence	\$	293.68
659370	Michael Spence	\$	1,213.15
660266	Tui ai Sunia	\$	95.20
660351	Matthew Merricks	\$	26.53
661077	Carla Alcantar	\$	106.18
661279	Sulma Ojeda	\$	82.54
661537	Celso Aguilar	\$	97.94
665611	Romerio Mafnas	\$	32.87
666762	Elizabeth Loreda	\$	29.97
667418	Marcela Gutierrez	\$	97.46
667834	Analilia Urrutia	\$	210.09
669699	Marcela Gutierrez	\$	17.62
670245	Romerio Mafnas	\$	29.11
673340	Maria Cortez	\$	15.67
673817	Patrick Bell	\$	78.84
674546	Stephanie Valenzuela	\$	62.13

677051	Justin B. Scholle	\$	130.05
677070	Marcela Gutierrez	\$	197.94
679013	Erica Arias	\$	26.89
680791	Wendy Araujo	\$	15.27
680972	Alfonzo Yslas	\$	41.41
681196	Andrew Sandoval	\$	242.72
681346	Alfonzo Yslas	\$	24.48
681668	Christopher Jimenez	\$	687.97
682429	Rye, Caroline S	\$	388.43
683166	Suniga Garcia	\$	32.94
683798	Sienna M. Abraham	\$	66.82
685182	Jeffery Miller	\$	61.49
685709	Martin L. Merricks	\$	36.14
685965	Cormelia Caro	\$	79.26
686103	Pacheco Leonard	\$	305.45
686290	Alex Baca	\$	82.04
686294	Armando Figueroa	\$	20.20
686302	Star M. Lucero	\$	30.54
686311	Michael Spoden	\$	35.37
686470	Leonard Pacheco	\$	305.45
686825	Leonard Pacheco	\$	217.92
687203	Leonard Pacheco	\$	206.96
688480	Juan Tascano	\$	400.47
688907	Miguel Madrigal	\$	36.16
690178	Kenneth Plummer	\$	22.87
693215	Donavan Black	\$	131.82
693239	Andrew Stephens	\$	116.05
693240	Matthew Stephens	\$	34.75
693243	Fred Tena	\$	191.82
694786	Armando Gonzalez	\$	182.93
694793	Virginia Segura	\$	28.90
697002	Maritza Robles	\$	73.26
701325	Theresa Torres	\$	32.63
702376	Ruberto Carranza	\$	21.33
702383	Christopher A. Losoya	\$	118.51
702388	Reyna Ruelas	\$	141.74
705042	Leonela Flores	\$	154.71

705826	Patricia Perez	\$	190.62
707878	Patricia C. Lopez	\$	46.68
708643	Thomas N. Torres	\$	22.66
709726	Garza, Jose	\$	34.45
710111	Garza, Jose	\$	69.82
716695	Torres, Theresa	\$	114.31
717052	Torres, Theresa	\$	71.85
717387	Ward, Aja	\$	392.26
717732	Ward, Aja	\$	227.35
718103	Ward, Aja	\$	294.03
720559	Torres, Theresa	\$	108.25
727891	TUIAI A SUNIA	\$	45.76
729139	CHRISTINA M ARENAS	\$	77.92
730371	ELSY A FERREIRA	\$	236.47
730385	TASHA M HERNANDEZ	\$	288.45
730392	ARACELI LEMUS	\$	636.92
746734	FERNANDO AYALA	\$	366.08
749325	HANNAH L JOHNSTON	\$	660.51
749999	NICHOLE R TORRES	\$	323.18
750000	THERESA TORRES	\$	33.43
751938	BLAKE BERRIOCHOA	\$	26.12
752756	HENRY CARREON	\$	23.33
753309	ALEX CORTEZ	\$	26.12
753403	MARY ANN DICKSON	\$	19.20
754090	ALFONSO MARTINEZ	\$	38.95
754168	SARAI MENDEZ	\$	52.23
754390	SABRINA HUMPHREY	\$	27.45
754622	MELGUIADES GUTIERREZ IV	\$	59.72
755090	GUSTAVO MONTELONGO	\$	552.80
755888	GUSTAVO MONTELONGO	\$	552.80
755908	HENRY CARREON	\$	305.40
756669	TERESA B SMITH	\$	563.47
758119	GRICET DELAPAZ	\$	35.91
758722	JACQUELYN HERNANDEZ	\$	551.49
758774	JUAN PARRA	\$	23.50
758805	EVELYN E TUPUA	\$	199.27
758967	LUCIA Y ARELLANO	\$	160.22

758968	CHRISTINA M ARENAS	\$	33.82
759038	ASHLEY M MASTERS	\$	150.41
759044	JENNIFER MENESES	\$	87.66
759098	MIGUEL A VASQUEZ JR	\$	34.47
759103	KRISTEN L WALKER	\$	48.84
759104	AJA WARD	\$	450.31
762142	JASMIN ARCEO	\$	59.72
762166	ANGELICA FUENTES	\$	26.12
762232	THOMAS N TORRES JR	\$	71.85
762402	WILLIAM J FLORES	\$	33.51
763563	ANGELICA FUENTES	\$	26.12
763886	THOMAS N TORRES JR	\$	96.11
764524	ROBERT GABINO	\$	78.35
765507	JUAN A GONZALES	\$	29.40
765667	FRANCHISE TAX BOARD	\$	85.48
765739	ANGELICA FUENTES	\$	39.17
767061	ANDY FLORES	\$	18.80
767071	SABRINA HUMPHREY	\$	546.60
767073	HANNAH L JOHNSTON	\$	212.26
767322	NORA OY	\$	22.23
767340	ESTER MARIE DOMINGUEZ	\$	21.52

The following funds are held in the Police Department Trust Account

Payee Name	Amount
Aguayo, Benny	\$ 90.00
Aguilar, Israel	\$ 247.82
Alatorre, Juan	\$ 100.00
Alcantar, Jesus Gonzalez	\$ 50.00
Alcantar, Refujio	\$ 77.00
Alvarado, Maria	\$ 526.40
Alvarado, Noe	\$ 25.00
Anear, Jeanne	\$ 25.00
Antillon, Eric	\$ 21.62
Arco Gas Station	\$ 305.00
Arco Gas Ventura Rd	\$ 457.00
Aristotele, Carlos	\$ 40.00
Arreola, Jesus	\$ 135.53

Arvizu, Amber	\$	22.00
Arvizu, Carlos	\$	32.05
Arzabal, Blas	\$	95.00
Avalos, Jose	\$	60.00
Ayala, Cornelio	\$	20.00
Baes, Elene	\$	2,500.05
Baes, Elene	\$	110.00
Baes, Elene	\$	620.01
Baes, Elene	\$	245.48
Baes, Elene	\$	30,000.00
Baes, Elene	\$	4,769.00
Baez, Juan Carlos Ramirez	\$	157.14
Bank of the West	\$	20.00
Barajas, Himberto	\$	52.65
Barajas, Jose	\$	16.87
Barajas, Jose	\$	16.94
Barerra, Bert	\$	2,765.25
Barrera, Criseldo	\$	31.36
Barrera, Criseldo	\$	23.02
Barrera, Uriel	\$	64.00
Batres, Salvador	\$	150.00
Benavente, Celestina	\$	15.00
Benavente, Celestina	\$	25.00
Benicio, Esteban	\$	961.00
Bolin, Christopher	\$	286.00
Bonura, Gregory John	\$	801.11
Bravo, Arturo	\$	130.00
Bugos, Iris	\$	25.00
Burney, Stephanie	\$	9,730.00
Caldera, Ricardo	\$	95.00
Calloway, Jason	\$	105.00
Camacho, Alfredo	\$	87.07
Camacho, Karina	\$	89.00
Camacho, Rene	\$	90.28
Camarena, Jose Rios	\$	120.00
Camarena, Jose Rios	\$	308.00
Cardenas, Filiberto	\$	207.14

Cardenas, Jose	\$	204.01
Carlen, Bryana	\$	212.00
Carmichael, Lisa	\$	23.18
Castaneda, Oscar	\$	21.58
Castillo, Gregora	\$	167.00
Castillo, Jose	\$	300.00
Castrellon, Adam	\$	33.00
Celis, Rolando	\$	149.43
Cervantes, Carmen	\$	101.00
Cervantes, Guadalupe	\$	61.00
Cervantes, Jesus	\$	20.00
Cervantes, Juean	\$	40.00
Cerveny, Frank	\$	28.01
Chamberlain, Josiah	\$	92.49
Chavez, Carlos	\$	251.00
Chavez, Raymundo	\$	113.75
Chhay, Dara	\$	300.00
Cisneros, Christian	\$	210.00
Cocillos, Luis	\$	20.00
Congleton, Russell	\$	20.00
Corona, Eulalio	\$	323.23
Coronado, Bruce	\$	116.00
Correa, Juan	\$	34.00
Cortes, Alfredo	\$	133.00
Cortes, Alfredo	\$	699.00
Cortez, Leticia	\$	100.00
Cuevas, Gilberto	\$	31.27
Cuevas, Gilberto	\$	55.47
Cuevas, Gilberto	\$	220.00
Cuevas, Gilberto	\$	25.00
Davis, Andrew	\$	40.00
Davis, Andrew	\$	133.00
Davis, Andrew	\$	135.00
Davis, Andrew	\$	200.00
Daza, Javier	\$	64.44
Delarosa, Saul	\$	27.00
Dempter, Patricia	\$	89.36

DeRosas, Agustin	\$	454.34
DeRosas, Agustin	\$	170.00
Diaz, Carlos	\$	111.00
Diaz, Jorge Salazar	\$	33.00
Diaz, Lorenzo	\$	172.00
Diego, Francisco	\$	41.00
Dominguez, Onesimo	\$	260.00
Drake, Anna	\$	20.55
Dunn, David	\$	158.00
Duran, Milton	\$	57.00
Echevarria, Nicole	\$	21.00
Ellis, Gloria	\$	80.44
Estrada, Valerie	\$	95.00
Family Amusement Center	\$	28.45
Family Amusement Center	\$	40.00
Farinpou, Reza	\$	601.00
Fernandez, Raul	\$	41.00
Figueroa, John Cernan	\$	20.00
Fite, Melissa	\$	20.00
Flores, Adriana	\$	75.75
Flores, Alex	\$	26.00
Flores, Cristobal	\$	555.00
Flores, Eliseo	\$	910.93
Flores, Maria	\$	215.00
Fox, T.J.	\$	25.00
Fuzell, Daniel	\$	80.00
Gallagher, Blake	\$	26.00
Garcia, Angel	\$	411.00
Garcia, Anthony	\$	44.35
Garcia, Antonio	\$	81.95
Garcia, Pedro	\$	74.12
Garcia, Rogelio	\$	64.00
Garcia, Rogelio	\$	38.00
Garcia, Salvador	\$	168.00
Gardner, Charles	\$	330.00
Gardner, Nelson	\$	64.31
Garren, Michael	\$	24.15

Gomez, Ismael Elizalde	\$	244.76
Gonzales, Aurelio	\$	117.89
Gonzales, Gustavo	\$	284.15
Gonzales, Juana Garcia	\$	18.00
Gonzales, Margarito	\$	34.50
Gonzales, Rafael	\$	22.00
Gonzalez, Christopher	\$	41.00
Gonzalez, Orville	\$	100.00
Gonzalez, Ruben	\$	72.86
Graham, Lisa	\$	235.73
Graham, Wayne	\$	900.00
Grande, Carmen	\$	56.57
Graves, Sarah	\$	89.00
Gudino, Candelario	\$	20.00
Guerrero, Antonio	\$	48.00
Gutierrez, Lorenzo	\$	16.00
Gutierrez, Omar	\$	40.00
Gutierrez, Richard	\$	138.00
Gutierrez, Richard	\$	15.00
Gutowski, Jonathan	\$	221.00
Harper, Thomas	\$	378.18
Harris, Kevin	\$	20.00
Hernandez, Hector	\$	59.00
Hernandez, Matthew	\$	20.00
Hernandez, Oscar	\$	20.00
Hernandez, Yesenia	\$	16.55
Hernandez, Yovani	\$	40.00
Hernandez, Alfredo	\$	24.00
Herrera, Cesar	\$	422.60
Holmbom, Jason	\$	650.00
Home Depot	\$	42.59
Huizar, George	\$	290.00
Ingraham, Philip	\$	50.51
Jack in the Box	\$	220.00
Jacquez, Irene	\$	79.00
James, Ryan	\$	54.40
Jesus Garcia	\$	20.00

Jimenez, Floreberto	\$	20.00
Jones, Sean	\$	59.00
Kalman Jr, Earl	\$	170.00
Keen, Tyrel	\$	401.00
Kim, Jae Ha	\$	20.00
Lazaro, Alejandro	\$	244.00
Lee, Otis	\$	77.76
Llamas, Joseph	\$	19.00
Lopez, Christian	\$	20.00
Lopez, Cynthia	\$	100.00
Lopez, Johnny	\$	80.00
Lopez, Josephine	\$	122.00
Lopez, Oscar	\$	50.00
Lopez, Raymond	\$	436.15
Lopez, Ricardo	\$	70.00
Love, Esteen	\$	320.00
Luu, Tuan	\$	71.00
Magana, Rosalinda	\$	466.00
Mares, Randy	\$	380.00
Marquez, Flor	\$	50.00
Martinez, Andres	\$	105.40
Martinez, Jose	\$	25.25
Martinez, Jose	\$	70.00
Martinez, Jose	\$	375.75
Martinez, Jose	\$	200.20
Martinez, Manuel	\$	465.00
Martinez, Paublo	\$	20.00
Martinez, Raudel	\$	18.00
McDevitt, Michael	\$	392.00
McKenzie, Kenneth	\$	20.75
McLucas, Patrick	\$	30.00
Mejia, Jorge	\$	120.00
Mendez, Carlos	\$	97.22
Mendez, Carlos	\$	280.00
Mercado, Christian	\$	18.00
Michl, Joshua	\$	41.80
Moctezuma, Ubaldo	\$	146.00

Molina, Armando	\$	61.00
Moraga, Conrad	\$	20.00
Morales, Alvaro	\$	40.00
Moreno, Fernando	\$	26.00
Nava, Efrain	\$	21.00
Navarro, Gerardo	\$	44.00
Nebrete, Alejandro	\$	15.00
Nieto, Juan	\$	124.11
Nunez, Gabriel	\$	184.36
Nunez, Marcos	\$	93.75
Oliver, Cynthia	\$	175.00
Olmos, Rudolfo	\$	1,590.00
Ornelas, Luis	\$	21.00
Ornelas, Roman	\$	120.00
Ortiz, Barry	\$	81.00
Ortiz, Rosendo	\$	104.42
Oxnard Ranch Market	\$	151.00
Oy, Jesus	\$	80.00
Padilla, Daniel	\$	1,091.00
Padilla, Daniel	\$	232.00
Padilla, Daniel	\$	20.00
Pallan, Adam	\$	203.00
Panamaross, Johnny	\$	155.37
Pantoja, Ivan	\$	46.00
Panton, Clinton	\$	30.00
Panton, Clinton	\$	25.00
Pena, Gabriel	\$	270.00
Penn, Brady	\$	54.00
Perez, Carlos	\$	107.00
Pizano, Lorraine	\$	138.00
Pizza Hut	\$	15.00
Placios, Carlos	\$	139.00
Ponce, Hector	\$	72.00
Portanova, Richard	\$	400.00
Quiroz, Gerardo	\$	170.00
Rabobank	\$	829.00
Ramirez, Melissa	\$	15.00

Ramirez, Pedro	\$	101.00
Ramirez, Valarie	\$	20.00
Ramos, Jose	\$	560.00
Ramos, Luis	\$	77.00
Ramos, Ricardo Palacios	\$	139.20
Reveles, Fernando	\$	176.49
Revelez, Fernando	\$	15.00
Reyes, Danny	\$	21.59
Reyes, Fernando	\$	41.00
Reyes, Gerardo	\$	81.00
Reynoso, Fausto	\$	40.00
Rich, Kathleen	\$	20.00
Rivera, Armando	\$	30.00
Rivera, Gregory	\$	439.71
Rivera, Luis	\$	29.49
Rivera-Boruna, Serfio	\$	2,500.00
Robles, Robles	\$	302.00
Rodarte, Ernie	\$	236.83
Rodriguez, Alejandro	\$	15.00
Rodriguez, Christian	\$	20.00
Rodriguez, Gerardo	\$	250.00
Rodriguez, Juan	\$	69.00
Rodriguez, Manuel	\$	415.00
Rodriguez, Mykal	\$	357.55
Rodriguez, Santos	\$	20.00
Romero, Alicia	\$	47.00
Romero, Miguel	\$	51.77
Romero, Yvan	\$	35.00
Rosa, Pedro	\$	19.00
Rosales, Alfred	\$	58.00
Rosas, Jose Miguel	\$	27.93
Rosas, Ricardo	\$	120.00
Ruiz, Daniel	\$	69.81
Ruiz, Daniel Armando	\$	50.00
Ruiz, Miguel	\$	200.00
Salas, Richard	\$	123.00
Salazar, David	\$	87.00

Salazar, Isidro	\$	53.00
Salinas, Dionicio	\$	34.00
Salomon, Eddie	\$	80.00
Sanchez, Claudia	\$	15.00
Sanchez, Yolanda	\$	384.00
Sanders, Sharlean	\$	17.00
Santana, Jaime	\$	152.00
Sattiewhite, Nastacha	\$	86.96
Scales, William	\$	25.00
Scher, Omarae	\$	93.01
Scott, Kimberlee	\$	68.00
Shelton, Jeffrey	\$	49.00
Short, Randall	\$	631.00
Shultz, Jeffrey	\$	423.22
Silva, Claudio	\$	40.00
Silva, Francisco	\$	20.00
Silveyra, Luis	\$	32.40
Sinsun, Ambrocio	\$	29.25
Smith, Jennifer	\$	465.00
Smith, Margie	\$	26.00
Smuckers	\$	216.00
Suarez, Jesus	\$	390.00
Suarez, Jesus	\$	35.00
Subway	\$	79.50
Sun Donuts	\$	131.00
Tapia, Luis	\$	918.34
Tapia, Luis	\$	50.00
Tapia, Luis	\$	10,140.00
Tapia, Luis Tapia	\$	500.00
Target	\$	40.03
Thompson, Donesha	\$	540.00
Thompson, Jennifer	\$	60.00
Thompson, Jennifer	\$	815.00
Thrifty Gas	\$	559.00
Torres, Daniel	\$	234.00
Torres, Juan	\$	182.00
Tourtillott, Jody	\$	16.05

Trevino, Angel	\$	230.00
Trevino, Angel	\$	78.00
Valdez, Jorge	\$	100.00
Valencia, Mayeli	\$	17.38
Vargas, Artemio Almaguer	\$	123.00
Vargas, Ramiro	\$	97.00
Vargas, Ramiro	\$	20.00
Vasquez, Francisco	\$	37.71
Vasquez, Marta	\$	36.30
Vasquez, Renee	\$	245.48
Vasquez, Sabrina	\$	234.25
Vazquez, Renee	\$	45.00
Velasco, Javier	\$	52.00
Velasco, Marvin	\$	75.22
Villa, Ricardo	\$	385.00
Villapando, Fernando	\$	20.00
Villar, Carlos	\$	48.00
Watts III, Charles	\$	934.00
Wells Fargo	\$	540.00
Wilson Senior Center	\$	28.34
Wilson, Jody	\$	50.00
Yrlas, Anthony	\$	20.00
Zidales, Flavio	\$	76.90



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: 2

DATE: September 19, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

A handwritten signature in blue ink, appearing to read "Greg Nyhoff".

FROM: Thien Ng
Interim Public Works Director

SUBJECT: Award Contract for La Colonia Neighborhood Street Improvement Project Phase I PW 15-03 (5/15/15)

CONTACT: Thien Ng, Interim Public Works Director
thien.ng@oxnard.org, 432-3575

RECOMMENDATION:

That City Council:

1. Award and authorize the Mayor to execute Agreement A-7999 with Toro Enterprises, Inc., in the amount of \$1,116,575 for the La Colonia Neighborhood Street Improvement Project Phase I PW 15-03.
2. Approve an additional appropriation of \$120,000 as a contingency for the La Colonia Resurfacing Project No. 143116.

BACKGROUND

The Project

On January 10, 2017, City Council approved the plans and specifications and authorized staff to solicit bids for the Phase I La Colonia Street Resurfacing Project PW 15-03 ("Project").

In the first phase of the Project, seven north-to-south streets between Camino Del Sol and Colonia Road in the La Colonia neighborhood (shown in Attachment A) will be resurfaced. The

Award Contract for La Colonia Neighborhood Street Improvement Project Phase I PW 15-03
 (5/15/15)
 September 19, 2017
 Page 2

streets to be resurfaced during the first phase are: Hayes Avenue; Garfield Avenue; Roosevelt Avenue; McKinley Avenue; Bonita Avenue; Anita Avenue; and Juanita Avenue.

The Project consists of furnishing all materials, tools, equipment, and labor required to improve the streets, milling of existing pavement, placement and compaction of asphalt concrete, slurry seal, and crackfill. Other components include an Asphalt Rubber Aggregate Membrane (ARAM) cape seal, excavation and reconstruction of existing standard curbs with rolled curbs in areas that do not have existing rolled, reconstruction of failed areas, concrete sidewalk, gutters, and driveway approach repairs, adjusting utility covers to finished grade, removal and replacement of street name signs and traffic striping and markings.

Several streets with standard curbs will be reconstructed with rolled curbs. A “rolled curb” is a curb that curves gracefully up a few inches from street to sidewalk, rather than jutting vertically up, forming a wall. The advantage to using a rolled curb as opposed to the traditional vertical curb face is to meet ADA compliance requirements in areas that have limited sidewalk width, and they are preferable for riding bikes or pushing strollers. This was discussed at several neighborhood outreach meetings as the best way to comply with Americans with Disabilities Act requirements and still allow private improvements within the public right-of-way. As shown in Attachments B and C, the overwhelming majority of people in attendance selected the rolled curb option in Attachment C, as indicated by the “dots” placed on the preferred option.

Lowest Responsive Bid

The first advertisement of the Notice Inviting Formal Bids (NIFB) on the Project was on June 22, 2017, and all bids were due on July 25, 2017. The City received the bids listed below:

Toro Enterprises, Inc.	\$1,116,575.80
Granite Construction Company	\$1,496,682.00
Hardy & Harper, Inc.	\$1,525,000.00
Berry General Engineering Contractors, Inc.	\$1,725,327.20
All American Asphalt	\$1,791,590.00

The lowest bidder is Toro Enterprises, Inc., and its bid is responsive to the City’s NIFB. Following this determination, procurement staff reviewed all documentation received from Toro Enterprises, Inc. and its subcontractors. For the contractor and all subcontractors, staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, checked that all City business licenses are current, and verified registration with the State of California Department of Industrial Relations (DIR). The recommended contractor has worked on prior City projects and completed work in a satisfactory manner. Staff has no reason at this time to believe that the contractor or any of its subcontractors are not legally responsible, which means trustworthy and fit and capable to satisfactorily complete the Project. Thus, Staff recommends that the City Council award the contract for this Project to Toro Enterprises, Inc.

Award Contract for La Colonia Neighborhood Street Improvement Project Phase I PW 15-03
(5/15/15)
September 19, 2017
Page 3

The contract (which incorporates the notice inviting bids, the entire bid packet, and Toro Enterprises, Inc.'s bid) is attached for review; however, this contract will not be sent to the contractor for signatures until Council has approved the award. The contractor will then have 14 days to sign and return the contract along with the necessary insurance and bond documents.

Additionally, funds estimated in the amount of \$120,000 are needed for Project contingency and the cost for City staff to perform the following activities during construction: engineering, inspection, survey and Project management. The indirect cost and expense for Project procurement are also included in this estimate. The total estimated cost of the Project is \$1,409,816.

STRATEGIC PRIORITIES

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

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

FINANCIAL IMPACT

Funds for La Colonia Resurfacing Project No. 143116 were included in the FY 2014/15 Street Maintenance Fund 105. However, approval of this action would require an additional appropriation of \$120,000 in Account No. 105-3015-826.84-51 Project No. 143116. The estimated fund balance at the end of Fiscal Year 2017 is \$10.4 million.

ATTACHMENTS:

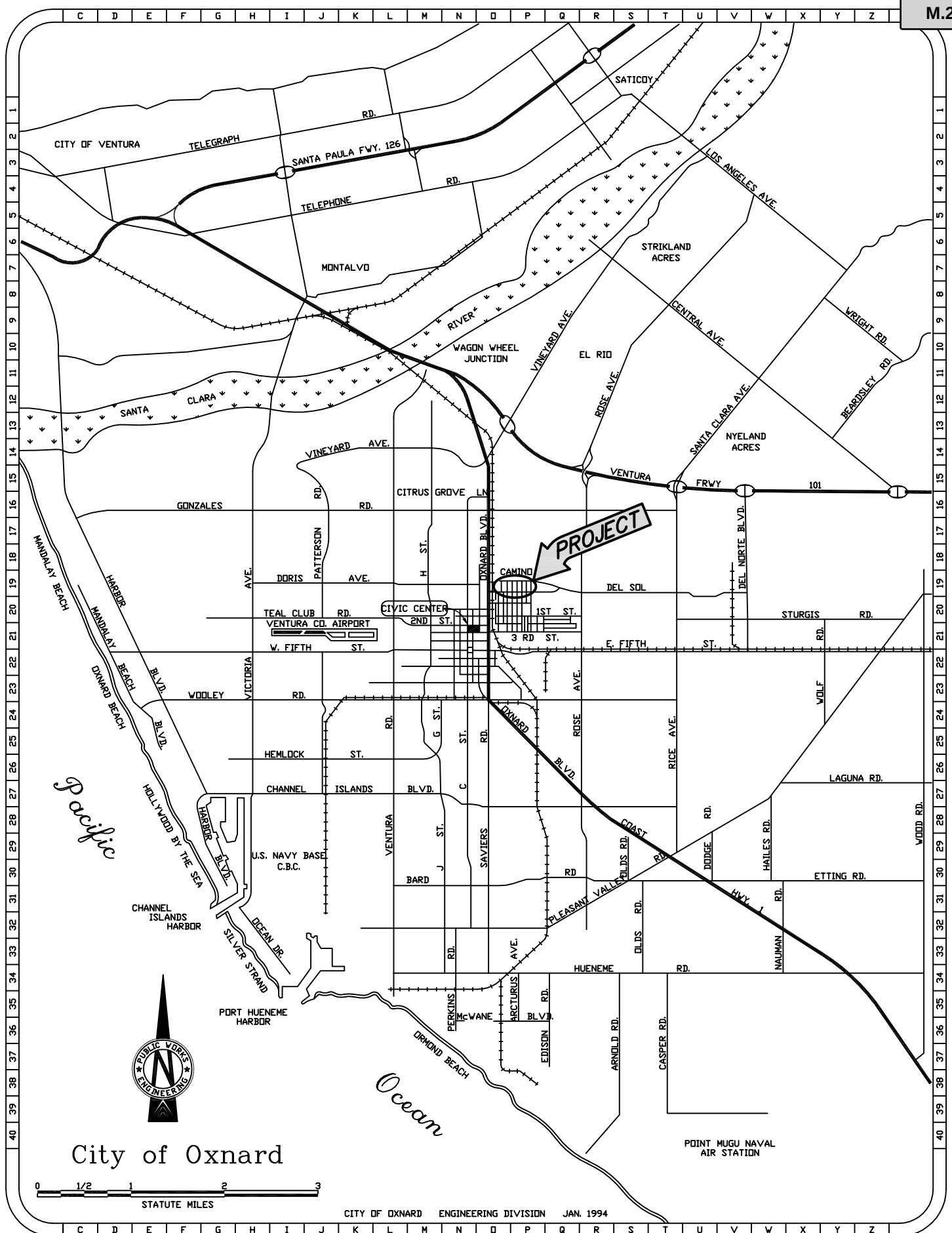
Attachment A - La Colonia Phase I Location Map

Attachment B - SBA La Colonia Project

Attachment C - La Colonia Bid Tabulation

Attachment D - Toro Enterprises Bid Package

Attachment E - A-7999 Toro Enterprises - La Colonia Project PW 15-03



LOCATION MAP

PW15-03 LA COLONIA NEIGHBORHOOD STREET IMPROVEMENT
AND CAST IRON PIPE REPLACEMENT PROJECT - PHASE I

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
Project/Program
Manager: Raymond Williams

Date: September 12, 2017
Phone: x7902

Reason for Appropriation:

Project 143116- La Colonia Street Resurfacing Phase I requires additional funds (estimated \$120,000) for project contingency and the cost for City staff to perform the following activities during construction: engineering, inspection, survey and project management. The indirect cost and expense for project procurement are also included in this estimate.

Accounts and Descriptions

AMOUNT

Fund: 105- Street Maintenance Fund

Expenditures/Transfers Out

Project 143116- La Colonia Street Resurfacing Phase I

105-3015-826.84-51	OTHER SERVICES / SERVICES FROM OTHER PROG	<u>120,000</u>
	Sub-total Expenditures	<u>120,000</u>

Net Change to Fund Balance **(120,000)**

Net Appropriation Change **120,000**

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

REQUIRES CITY COUNCIL AUTHORIZATION

BA# (Finance Use Only) _____
 BA Doc# (Finance Use Only) _____
 Rev _____

Packet Pg. 85

PW 15-03 La Colonia Neighborhood Street Improvement Project Phase I
City of Oxnard

Bid Opening: 07/25/17					Toro Enterprises, Inc.		Granite Construction Company		Hardy & Harper, Inc.		Berry General Engineering Contractors, Inc.		All American Asphalt	
					2101 E. Ventura Blvd. Oxnard, CA 93036 US Bidder Status: Valid		5335 Debbie Lane Santa Barbara, CA 93111 US Bidder Status: Valid		1312 E. Warner Avenue Corona, CA 92879 US Bidder Status: Valid		350 W. Lewis Street Ventura, CA 93001 US Bidder Status: Valid		P. O. Box 2229 Corona, CA 92879 US Bidder Status: Valid	
					#1		#2		#3		#4		#5	
Item #	Item Description	Payment Code	Unit of Measure	Quantity	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	Mobilization/Demobilization (up to 5% of Total Bid Price)	1001-3	LS	1	\$40,000.00	\$40,000.00	\$75,000.00	\$75,000.00	\$76,256.00	\$76,256.00	\$80,000.00	\$80,000.00	\$72,675.00	\$72,675.00
2	Traffic Control And Public Convenience And Safety	1505-3	LS	1	\$81,000.00	\$81,000.00	\$58,520.00	\$58,520.00	\$40,000.00	\$40,000.00	\$55,228.00	\$55,228.00	\$89,380.00	\$89,380.00
3	Storm Water Pollution Prevention Plan	1800-3	LS	1	\$10,500.00	\$10,500.00	\$4,500.00	\$4,500.00	\$7,000.00	\$7,000.00	\$36,675.00	\$36,675.00	\$4,430.00	\$4,430.00
4	Clearing And Grubbing	1103-2	LS	1	\$3,000.00	\$3,000.00	\$59,711.08	\$59,711.08	\$96,000.00	\$96,000.00	\$150,170.00	\$150,170.00	\$1,252.00	\$1,252.00
5	Cold Mill AC Pavement	1110-3	SY	4900	\$2.20	\$10,780.00	\$2.05	\$10,045.00	\$3.00	\$14,700.00	\$6.50	\$31,850.00	\$3.27	\$16,023.00
6	Unclassified Excavation	1120-4	CY	1,000	\$39.00	\$39,000.00	\$92.00	\$92,000.00	\$76.00	\$76,000.00	\$228.00	\$228,000.00	\$75.00	\$75,000.00
7	Class 2 Aggregate Base	1130-4	TN	1,600	\$50.00	\$80,000.00	\$56.00	\$89,600.00	\$30.00	\$48,000.00	\$72.05	\$115,280.00	\$39.00	\$62,400.00
8	Asphalt Concrete, Type III (DGAC-B2 PG 64-10)	1150-10	TN	60	\$185.00	\$11,100.00	\$232.00	\$13,920.00	\$120.00	\$7,200.00	\$206.00	\$12,360.00	\$145.00	\$8,700.00
9	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	1150-10	TN	250	\$104.00	\$26,000.00	\$148.00	\$37,000.00	\$120.00	\$30,000.00	\$158.00	\$39,500.00	\$128.00	\$32,000.00
10	Asphalt Rubber Hot Mix (ARHM-GG-D PG 64-16)	1152-10	TN	660	\$102.00	\$67,320.00	\$105.00	\$69,300.00	\$120.00	\$79,200.00	\$121.15	\$79,959.00	\$119.00	\$78,540.00 *
11	Crack Seal	1155-4	LB	620	\$9.50	\$5,890.00	\$9.67	\$5,995.40	\$20.00	\$12,400.00	\$18.05	\$11,191.00	\$12.00	\$7,440.00
12	Slurry Seal Type II (RAP)	1160-5	SY	12,100	\$2.55	\$30,855.00	\$2.61	\$31,581.00	\$3.00	\$36,300.00	\$4.15	\$50,215.00	\$2.00	\$24,200.00
13	Remove And Replace PCC Alley Driveway	1174-6	SF	650	\$12.00	\$7,800.00	\$17.00	\$11,050.00	\$13.00	\$8,450.00	\$15.20	\$9,880.00	\$45.00	\$29,250.00
14	Remove And Replace PCC Sidewalk, 5" Thick	1174-6	SF	38,020	\$5.30	\$201,506.00	\$9.00	\$342,180.00	\$8.00	\$304,160.00	\$5.65	\$214,813.00	\$8.00	\$304,160.00
15	Remove AC And Install PCC Sidewalk, 4" Thick	1174-6	SF	6,100	\$5.00	\$30,500.00	\$8.00	\$48,800.00	\$7.00	\$42,700.00	\$4.95	\$30,195.00	\$8.00	\$48,800.00
16	Remove AC And Install PCC Curb Ramp, Case B Type 1	1174-6	EA	1	\$2,400.00	\$2,400.00	\$1,600.00	\$1,600.00	\$6,000.00	\$6,000.00	\$1,708.00	\$1,708.00	\$8,155.00	\$8,155.00
17	Remove And Install PCC Curb Ramp, Case B Type 2	1174-6	EA	12	\$2,550.00	\$30,600.00	\$1,800.00	\$21,600.00	\$6,000.00	\$72,000.00	\$1,970.00	\$23,640.00	\$4,000.00	\$48,000.00
18	Remove AC And Install PCC Curb And Gutter (Type A2-6)	1174-6	LF	1,460	\$27.00	\$39,420.00	\$32.00	\$46,720.00	\$43.00	\$62,780.00	\$27.00	\$39,420.00	\$67.00	\$97,820.00
19	Remove And Replace Curb & Gutter With PCC Rolled Curb	1174-6	LF	7,610	\$34.00	\$258,740.00	\$45.00	\$342,450.00	\$43.00	\$327,230.00	\$33.50	\$254,935.00	\$71.00	\$540,310.00
20	Remove And Replace PCC Residential Driveway	1174-6	SF	500	\$12.00	\$6,000.00	\$12.00	\$6,000.00	\$13.00	\$6,500.00	\$9.75	\$4,875.00	\$19.00	\$9,500.00
21	Adjust Manhole Cover To Finished Grade	1185-3	EA	6	\$500.00	\$3,000.00	\$850.00	\$5,100.00	\$1,000.00	\$6,000.00	\$1,666.00	\$9,996.00	\$495.00	\$2,970.00
22	Adjust Water Valve Cover To Finished Grade	1185-3	EA	6	\$540.00	\$3,240.00	\$650.00	\$3,900.00	\$1,000.00	\$6,000.00	\$690.00	\$4,140.00	\$400.00	\$2,400.00
23	Adjust Water Meter Cover To Finished Grade	1185-3	EA	65	\$250.00	\$16,250.00	\$250.00	\$16,250.00	\$400.00	\$26,000.00	\$380.00	\$24,700.00	\$116.00	\$7,540.00
24	Establish And Install Center line Well Survey Monument	1190-4	EA	6	\$1,250.00	\$7,500.00	\$5,000.00	\$30,000.00	\$1,000.00	\$6,000.00	\$5,265.00	\$31,590.00	\$520.00	\$3,120.00
25	Install "STOP" Pavement Marking (T)	1515-3	EA	12	\$202.00	\$2,424.00	\$195.00	\$2,340.00	\$300.00	\$3,600.00	\$202.00	\$2,424.00	\$200.00	\$2,400.00
26	Install 12" Solid White (T)	1515-3	LF	300	\$5.20	\$1,560.00	\$4.33	\$1,299.00	\$6.00	\$1,800.00	\$5.15	\$1,545.00	\$5.00	\$1,500.00
27	Install 12" Solid Yellow (T)	1515-3	LF	220	\$5.20	\$1,144.00	\$4.33	\$952.60	\$6.00	\$1,320.00	\$2.00	\$440.00	\$5.00	\$1,100.00
28	Install Detail 2 (T)	1515-3	LF	612	\$1.80	\$1,101.60	\$2.16	\$1,321.92	\$6.00	\$3,672.00	\$1.80	\$1,101.60	\$2.00	\$1,224.00
29	Install Detail 22 (T)	1515-3	LF	132	\$3.35	\$442.20	\$3.25	\$429.00	\$11.00	\$1,452.00	\$3.30	\$435.60	\$3.00	\$396.00

30	Install Blue RPM	1515-3	EA	20	\$8.50	\$170.00	\$11.00	\$220.00	\$24.00	\$480.00	\$8.45	\$169.00	\$8.00	\$160.00
31	Paint Curb Red	1515-3	LF	500	\$1.05	\$525.00	\$2.15	\$1,075.00	\$5.00	\$2,500.00	\$1.05	\$525.00	\$1.00	\$500.00
32	Remove And Replace Street Name Sign	1530-4	EA	18	\$196.00	\$3,528.00	\$325.00	\$5,850.00	\$300.00	\$5,400.00	\$195.00	\$3,510.00	\$200.00	\$3,600.00
33	Remove And Replace Sign Post	1530-4	EA	10	\$280.00	\$2,800.00	\$163.00	\$1,630.00	\$300.00	\$3,000.00	\$280.00	\$2,800.00	\$195.00	\$1,950.00
34	Install No Parking Sign And Post	1530-4	EA	14	\$275.00	\$3,850.00	\$217.00	\$3,038.00	\$200.00	\$2,800.00	\$274.00	\$3,836.00	\$270.00	\$3,780.00
35	Re-Install Traffic Sign (R1-1)	1530-4	EA	8	\$135.00	\$1,080.00	\$228.00	\$1,824.00	\$200.00	\$1,600.00	\$132.00	\$1,056.00	\$130.00	\$1,040.00
36	Remove And Replace Chain Link Fence (Match Exist)	1192-3	LF	65	\$50.00	\$3,250.00	\$32.00	\$2,080.00	\$100.00	\$6,500.00	\$81.00	\$5,265.00	\$185.00	\$12,025.00
37	Remove And Replace Block Wall Fence (Match Exist)	1192-3	LF	60	\$385.00	\$23,100.00	\$250.00	\$15,000.00	\$300.00	\$18,000.00	\$338.00	\$20,280.00	\$500.00	\$30,000.00
38	Remove And Replace Wrought Iron Fence (Match Exist)	1192-3	LF	40	\$95.00	\$3,800.00	\$75.00	\$3,000.00	\$300.00	\$12,000.00	\$245.00	\$9,800.00	\$208.00	\$8,320.00
39	Furnish And Install 3-Inch Sidewalk Drain Pipe Per Plate 122	1192-3	LF	100	\$50.00	\$5,000.00	\$26.00	\$2,600.00	\$100.00	\$10,000.00	\$105.00	\$10,500.00	\$40.00	\$4,000.00
40	Relocate Fire Hydrant	1410-3	EA	6	\$8,400.00	\$50,400.00	\$5,200.00	\$31,200.00	\$9,000.00	\$54,000.00	\$20,220.00	\$121,320.00 *	\$24,255.00	\$145,530.00
Bid List Total -SUBMITTED					\$1,116,575.80		\$1,496,682.00		\$1,525,000.00		\$1,725,339.00		\$1,786,830.00	
Total Bid Amount -VERIFIED					\$1,116,575.80		\$1,496,682.00		\$1,525,000.00		\$1,725,327.20		\$1,791,590.00	
Listed Subs					Toro Enterprises, Inc.		Granite Construction		Hardy & Harper, Inc.		Hardy & Harper, Inc.		All American Asphalt	
					All American Asphalt 400 E. Sixth St. Corona, CA 92878		Chrisp Co. 2280 S. Lilac St. Bloomington, CA 92316		Sterndahl Enterprises 11861 Branford Street sun Valley, CA 91352		Rubberized Crackfiller Sealant, 800 E. Walnut Ave. Fullerton, CA 92831		Super Seal & Stripe 310 A. Street Fillmore, CA	
					CaseLand Surveying 614 N. Echotte Street Orange, CA		All American Asphalt 400 E. Sixth St. Corona, CA 92878				Sam Hill & Sons P.O. Box 5670 Ventura, Ca 93005		MD Rubberized Crackfilling P.O. Box 15504 Santa Ana , Ca 92735	
					Super Seal & Stripe 310 A. Street Fillmore, CA						Pavement Coatings 10240 San Sevaine Way Jurupa Valley, CA		CL Surveying and Mapping 1269 Pomona Road Corona, CA 92882	
											Super Seal & Stripe 310 A. Street Fillmore, CA		Maneri 47723 Rambo Canyon Temecula, CA 92592	
											Benner & Carpenter 506 E. Main Street Santa Paula, CA			

*Discrepancy between unit price and item total price. Unit price is used for bid.

Public Works Department

305 West Third Street, East Wing, Third Floor
 Oxnard, California 93030
 Tel 805.385.8280



July 20, 2017

ADDENDUM NO. 1
La Colonia Neighborhood Street Improvements Phase I
Project PW 15-03

SCHEDULED BID OPENING DATE: July 25, 2017

TO ALL BIDDERS OF RECORD:

Acknowledge receipt of this addendum by enclosing one signed copy with your bid documents. Failure to do so may subject bidder to disqualification. This addendum consists of one (1) page. This addendum forms a part of the bid documents as follows:

The following change is made to the second paragraph of Section **1174-5 SCHEDULING OF CONCRETE WORKS** of the Special Provisions:

Not more than 650 linear feet of curb and gutter or 3,250 sq. ft. of sidewalk/driveway shall remain unpaved or back filled with sand slurry at any time. All areas shall be repaved or sand slurried between 3 and 8 Working Days after completion of the concrete Work.

Addendum No. 1 Received: Date: 7/20/2017

TORO ENTERPRISES, INC.

Contractor's Name

2101 E. VENTURA BLVD

Address

OXNARD, CALIFORNIA, 93036

City

State Zip Code

Authorized Signature

SEAN CASTILLO, PRESIDENT

Name and Title

805.483.4515

Telephone Number, Including Area Code

Public Works Department

305 West Third Street, East Wing, Third Floor
 Oxnard, California 93030
 Tel 805.385.8280



July 21, 2017

ADDENDUM NO. 2

**La Colonia Neighborhood Street Improvement Phase I
 Project PW 15-03**

SCHEDULED BID OPENING DATE: July 25, 2017

TO ALL BIDDERS OF RECORD:

Acknowledge receipt of this addendum by enclosing one signed copy with your bid documents. Failure to do so may subject bidder to disqualification. This addendum consists of one (1) page. This addendum forms a part of the bid documents as follows:

The location of the public bid opening is changed as indicated in bold below:

NOTICE IS HEREBY GIVEN that the City of Oxnard, California invites sealed Bids for the La Colonia Neighborhood Street Improvement Phase I. The City will receive such Bids at Oxnard City Hall, 300 West Third Street, Fourth Floor, Oxnard, California 93030, attention: City Clerk, until 2:00 p.m. on July 25, 2017. **There will be a public bid opening immediately afterwards in the City of Oxnard Human Resources Activity Room at 300 West Third Street, First Floor, Oxnard, California 93030. The entrance is located on the B Street side of the building.**

Addendum No. 2 Received: Date: 7/21/2017

TORO ENTERPRISES, INC.
 Contractor's Name

2101 E. VENTURA BLVD
 Address

[Signature]
 Authorized Signature

OXNARD, CALIFORNIA, 93036
 City State Zip Code

SEAN CASTILLO, PRESIDENT
 Name and Title

805.483.4515
 Telephone Number, Including Area Code

BID PACKET



FOR

LA COLONIA NEIGHBORHOOD STREET IMPROVEMENT PHASE I

PROJECT NO. PW 15-03

Submitted by: TORO ENTERPRISES, INC

Contractor's Name: TORO ENTERPRISES, INC.

Address: 2101 E. VENTURA BLVD

City: OXNARD State: CA Zip Code: 93036

Contact Person: MATT EVANS Phone: 805.483.4515

Email: mevans@toroenterprises.com Date: 7/24/17

BID FOR LA COLONIA NEIGHBORHOOD STREET IMPROVEMENT PHASE I
– Project No. PW 15-03

The undersigned, as Bidder, declares that:

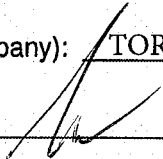
1. The Bidder has carefully examined the Contract Documents, all Addenda, and the La Colonia Neighborhood Street Improvement Phase I ("Project") site and is satisfied as to the conditions, character, quality and quantities of Work to be performed, and the materials to be furnished.
2. The Bid includes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

The undersigned, as Bidder, agrees to the following:

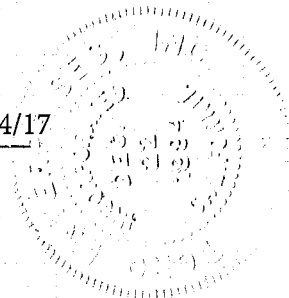
1. The submission of this Bid shall be conclusive evidence that the Bidder has examined and investigated the surface, subsurface and other conditions affecting the Work, including also the groundwater conditions, transportation, the disposal, handling and storage of materials, and the availability of labor, water, electric power, roads and the equipment and facilities needed for the Work. No information derived from an inspection of records or investigation will relieve the Bidder from its obligations under the Contract Documents nor entitle the Bidder to any additional compensation. The Bidder shall not make any claim, including for additional compensation, against the City based upon ignorance or misunderstanding of any condition of the Project site or of the Contract Documents' or any Addendum's requirements.
2. Accompanying this Bid is a permissible form of Bid security in an amount equal to at least ten percent (10%) of the total Bid price submitted. The Bid security is given as a guarantee that, if selected, the Bidder will execute the Contract in conformity with the Contract Documents, provide evidence of all required insurance, provide a copy of its City business license and furnish the Performance and Payment Bonds (as well as a photocopy of each Bond)—each in the amount of one hundred percent (100%) of the Contract Price—within fourteen (14) Calendar Days of the date of delivery of the Contract to the Bidder. If the Bidder refuses or fails to do so, the City may award the Contract to the next lowest responsible Bidder, and this Bid security may be forfeited to the City as permitted by law.
3. In the event the Contract is awarded to the Bidder, the Bidder shall execute the Contract to perform the Project in accordance with the Contract Documents and all Addenda. Should the undersigned be awarded the Contract and thereafter fail or refuse to execute the Contract and provide the required evidence of the business license, insurance and Bonds (plus photocopies) within fourteen (14) Calendar Days after the Contract award, then the cashier's check or Bid Bond 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 7/24/17 [date], at OXNARD [city], CALIFORNIA [state].

Bidder's Name (Company): TORO ENTERPRISES, INC

Signature:  Title: PRESIDENT Date: 7/24/17

Print: SEAN CASTILLO,



CITY OF OXNARD

**BID SHEETS FOR LA COLONIA NEIGHBORHOOD STREET IMPROVEMENT PHASE I -
PROJECT NO. PW 15-03**

Bidder's Name: TORO ENTERPRISES, INC

To the Honorable Mayor and Members of the City Council:

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

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/Demobilization (up to 5% of Total Bid Price)	1001-3	LS	1	\$40,000.-	\$40,000.-
2	Traffic Control And Public Convenience And Safety	1505-3	LS	1	\$81,000.-	\$81,000.-
3	Storm Water Pollution Prevention Plan	1800-3	LS	1	\$10,500.-	\$10,500.-
4	Clearing And Grubbing	1103-2	LS	1	\$3,000.-	\$3,000.-
5	Cold Mill AC Pavement	1110-3	SY	4900	\$2.20	\$10,780.-
6	Unclassified Excavation	1120-4	CY	1,000	\$39.-	\$39,000.-
7	Class 2 Aggregate Base	1130-4	TN	1,600	\$50.-	\$80,000.-
8	Asphalt Concrete, Type III (DGAC-B2 PG 64-10)	1150-10	TN	60	\$185.-	\$11,100.-
9	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	1150-10	TN	250	\$104.-	\$26,000.-
10	Asphalt Rubber Hot Mix (ARHM-GG-D PG 64-16)	1152-10	TN	660	\$102.-	\$67,320.-
11	Crack Seal	1155-4	LB	620	\$9.50	\$5,890.-
12	Slurry Seal Type II (RAP)	1160-5	SY	12,100	\$2.55	\$30,855.-

13	Remove And Replace PCC Alley Driveway	1174-6	SF	650	\$ 12.-	\$ 7,800.-
14	Remove And Replace PCC Sidewalk, 5" Thick	1174-6	SF	38,020	\$ 5.30	\$ 201,506.-
15	Remove AC And Install PCC Sidewalk, 4" Thick	1174-6	SF	6,100	\$ 5.-	\$ 30,500.-
16	Remove AC And Install PCC Curb Ramp, Case B Type 1	1174-6	EA	1	\$ 2,400.-	\$ 2,400.-
17	Remove And Install PCC Curb Ramp, Case B Type 2	1174-6	EA	12	\$ 2,550.-	\$ 30,600.-
18	Remove AC And Install PCC Curb And Gutter (Type A2-6)	1174-6	LF	1,460	\$ 27.-	\$ 39,420.-
19	Remove And Replace Curb & Gutter With PCC Rolled Curb	1174-6	LF	7,610	\$ 34.-	\$ 258,740.-
20	Remove And Replace PCC Residential Driveway	1174-6	SF	500	\$ 12.-	\$ 6,000.-
21	Adjust Manhole Cover To Finished Grade	1185-3	EA	6	\$ 500.-	\$ 3,000.-
22	Adjust Water Valve Cover To Finished Grade	1185-3	EA	6	\$ 540.-	\$ 3,240.-
23	Adjust Water Meter Cover To Finished Grade	1185-3	EA	65	\$ 250.-	\$ 16,250.-
24	Establish And Install Center line Well Survey Monument	1190-4	EA	6	\$ 1,250.-	\$ 7,500.-
25	Install "STOP" Pavement Marking (T)	1515-3	EA	12	\$ 202.-	\$ 2,424.-
26	Install 12" Solid White (T)	1515-3	LF	300	\$ 5.20	\$ 1,560.-

27	Install 12" Solid Yellow (T)	1515-3	LF	220	\$ 5.20	\$ 1,144.-
28	Install Detail 2 (T)	1515-3	LF	612	\$ 1.80	\$ 1,101.60
29	Install Detail 22 (T)	1515-3	LF	132	\$ 3.35	\$ 442.20
30	Install Blue RPM	1515-3	EA	20	\$ 8.50	\$ 170.-
31	Paint Curb Red	1515-3	LF	500	\$ 1.05	\$ 525.-
32	Remove And Replace Street Name Sign	1530-4	EA	18	\$ 196.-	\$ 3,528.-
33	Remove And Replace Sign Post	1530-4	EA	10	\$ 280.-	\$ 2,800.-
34	Install No Parking Sign And Post	1530-4	EA	14	\$ 275.-	\$ 3,850.-
35	Re-Install Traffic Sign (R1- 1)	1530-4	EA	8	\$ 135.-	\$ 1,080.-
36	Remove And Replace Chain Link Fence (Match Exist)	1192-3	LF	65	\$ 50.-	\$ 3,250.-
37	Remove And Replace Block Wall Fence (Match Exist)	1192-3	LF	60	\$ 385.-	\$ 23,100.-
38	Remove And Replace Wrought Iron Fence (Match Exist)	1192-3	LF	40	\$ 95.-	\$ 3,800.-
39	Furnish And Install 3-Inch Sidewalk Drain Pipe Per Plate 122	1192-3	LF	100	\$ 50.-	\$ 5,000.-
40	Relocate Fire Hydrant	1410-3	EA	6	\$ 8,400.-	\$ 50,400.-
TOTAL BID PRICE					\$ 1,116,579.80	

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

TOTAL BID PRICE IN DIGITS: \$ 1,16,575.80

TOTAL BID PRICE IN WORDS: One Million One hundred Sixty thousand, five hundred Seventy five Dollars - Eighty Cents

Contractor must complete all Work within sixty (60) Working Days of the City's Notice to Proceed.

Signature: _____

SEAN CASTILLO

Title: PRESIDENT Date: 7/24/17

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:
#01	<u>7/20/2017</u>
#02	<u>7/21/2017</u>
#03	_____
#04	_____

Addendum:	Date Received:
#05	_____
#06	_____
#07	_____
#08	_____

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: TORO ENTERPRISES, INC.
- (2) If the Bidder's name is a fictitious name, what is the full name of the registered owner?
N/A
 * 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: 2101 E. VENTURA BLVD, OXNARD, CA, 93036
- Phone 1: 805.483.4515 Phone 2: N/A
- Email: mevans@toroenterprises.com
- (4) Type of Firm (Partnership, LLC, Corporation, S-Corp, etc.): CORPORATION
 Corporation or S-Corp organized under the laws of the State of: CALIFORNIA
- (5) California State Contractor's License Number and Class: 710580 - A
 Original Date Issued: 08/01/1995 Expiration Date: 08/31/2017
- (6) DIR Contractor Registration Number: 1000002410
- (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:
SEAN CASTILLO, PRESIDENT, 2101 E. VENTURA BLVD, OXNARD, CA, 93036
JERRY HANNIGAN, 2101 E. VENTURA BLVD, OXNARD, CA, 93036
805.483.4515
- (9) List all current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this Bid:
NONE, N/A

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

NONE, 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 contact persons for the parties:

NONE, N/A

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

NONE, N/A

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

NONE, N/A

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

NONE, N/A

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

NONE, 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:

NONE, N/A

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

NONE, N/A

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

- (16) For projects that the company 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.

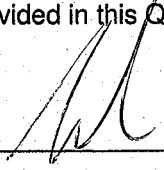
NONE, N/A

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

1. TRANSIT STOP ENHANCEMENT - VINEYARD AVENUE
2. PLEASANT VALLEY ESTATES NEIGHBORHOOD STREET RESURFACING
3. COLLEGE ESTATES NEIGHBORHOOD STREET RESURFACING

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: 

SEAN CASTILLO

Title: PRESIDENT Date: 7/24/17

This Questionnaire Form must be notarized below.

State of California)

County of _____) ss

City of _____)

On _____ before me, _____

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

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

Signature _____

(Seal)

See attached Notarized Acknowledgement

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of VenturaOn 7/24/17

Date

before me,

Kelly Westbrook, Notary Public

Here Insert Name and Title of the Officer

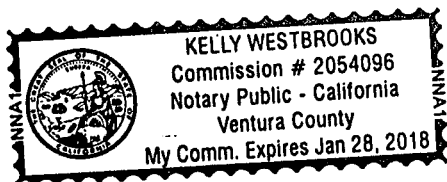
personally appeared Sean Castillo

Name(s) of Signer(s)

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

Kelly Westbrook

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Questionnaire Form Document Date: 7-24-17Number of Pages: 3 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Sean Castillo☒ Corporate Officer — Title(s): Pres☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

REFERENCES FORM

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

Project 1 Description: PLEASE SEE ATTACHED

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 2 Description: PLEASE SEE ATTACHED

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 3 Description: PLEASE SEE ATTACHED

Construction Dates From: _____ To: _____

Agency Name: _____

Project Manager: _____ Telephone: _____

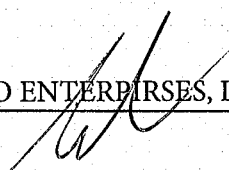
Original Contract Amount: \$ _____ Final Contract Amount: \$ _____

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

Bidder's Name: TORO ENTERPRISES, INC.

Signature: 
SEAN CASTILLO

Title: PRESIDENT Date: 7/24/17



REFERENCE LIST

PAVING

Project: Donlon Road Alignment Blvd

Construction Dates: 6/4/2015 - 08/01/2016

Owner: County of Ventura

Project Manager: MARIO VENEROSO #N/A

Contract Amount: \$2,221,092.00

Final Contract Amount: \$2,319,167.68

Did Toro Enterprises, inc. File Any Claims Against The Agency: No

Did The Agency File Any Claims Against Toro Enterprises, inc.: No

Project: CROSSWALK IMPROVEMENTS – AGOURA ROAD AT LAKEVIEW CANYON ROAD

Construction Dates: 1/18/2016 - 3/6/2017

Owner: CITY OF WESTLAKE VILLAGE

Project Manager: MARIO VENEROSO #N/A

Contract Amount: \$398,600.99

Final Contract Amount: \$530,872.97

Did Toro Enterprises, inc. File Any Claims Against The Agency: No

Did The Agency File Any Claims Against Toro Enterprises, inc.: No

Project: Pavement Resurfacing - Oxnard Area

Construction Dates: 10/25/2016 - 2/18/2017

Owner: County of Ventura

Project Manager: MARIO VENEROSO #N/A

Contract Amount: \$1,154,601.00

Final Contract Amount: \$1,159,339.20

Did Toro Enterprises, inc. File Any Claims Against The Agency: No

Did The Agency File Any Claims Against Toro Enterprises, inc.: No

Project: Pavement Resurfacing - Local Roads Saticoy Area

Construction Dates: 7/5/2016 - 11/19/2016

Owner: County of Ventura

Project Manager: MARIO VENEROSO #N/A

Contract Amount: \$243,856.37

Final Contract Amount: \$241,286.37

Did Toro Enterprises, inc. File Any Claims Against The Agency: No

Did The Agency File Any Claims Against Toro Enterprises, inc.: No

Project: Pavement Rehabilitation-Las Posas Valley, Newbury Park & Santa Susana Areas

Construction Dates: 6/20/2016 - 12/23/2016

Owner: County of Ventura

Project Manager: MARIO VENEROSO #N/A

Contract Amount: \$1,686,070.00

Final Contract Amount: \$1,728,082.00

Did Toro Enterprises, inc. File Any Claims Against The Agency: No

Did The Agency File Any Claims Against Toro Enterprises, inc.: No

Project: PAVEMENT REHABILITATION VENTURA & MIRA MONTE AREAS

Construction Dates: 3/2/2016 - 7/13/2016

Owner: County of Ventura

Project Manager: MARIO VENEROSO #N/A

Contract Amount: \$1,250,576.00

Final Contract Amount: \$1,250,576.00

Did Toro Enterprises, inc. File Any Claims Against The Agency: No

Did The Agency File Any Claims Against Toro Enterprises, inc.: No

Project: Pavement Rehabilitation-Local Roads in Santa Rosa Valley Area

Construction Dates: 1/18/2016 - 5/13/2016

Owner: County of Ventura

Project Manager: MARIO VENEROSO #N/A

Contract Amount: \$952,608.97

Final Contract Amount: \$952,608.97

Did Toro Enterprises, inc. File Any Claims Against The Agency: No

Did The Agency File Any Claims Against Toro Enterprises, inc.: No

Project: Hobson Park West Neighborhood Street Resurfacing

Construction Dates: 7/16/2015 - 3/26/2016

Owner: City of Oxnard

Project Manager: MARIO VENEROSO #N/A

Contract Amount: \$933,494.32

Final Contract Amount: \$855,171.25

Did Toro Enterprises, inc. File Any Claims Against The Agency: No

Did The Agency File Any Claims Against Toro Enterprises, inc.: No

Project: Pleasant Valley Estates Neighborhood Street Resurfacing

Construction Dates: 2/29/2016 - 1/11/2017

Owner: City of Oxnard

Project Manager: MARIO VENEROSO #N/A

Contract Amount: \$1,868,511.00

Final Contract Amount: \$1,972,387.70

Did Toro Enterprises, inc. File Any Claims Against The Agency: No

Did The Agency File Any Claims Against Toro Enterprises, inc.: No

Project: FY 14-15 Street Rehabilitation

Construction Dates: 6/18/2015 - 9/9/2015

Owner: City of Port Hueneme

Project Manager: MARIO VENEROSO #N/A

Contract Amount: \$188,854.00

Final Contract Amount: \$235,622.80

Did Toro Enterprises, inc. File Any Claims Against The Agency: No

Did The Agency File Any Claims Against Toro Enterprises, inc.: No

Project: Rice Avenue at Channel Islands Blvd. Intersection Improvement

Construction Dates: 3/1/2016 - 7/13/2016

Owner: County of Ventura

Project Manager: MARIO VENEROSO #N/A

Contract Amount: \$404,257.00

Final Contract Amount: \$394,620.65

Did Toro Enterprises, inc. File Any Claims Against The Agency: No

Did The Agency File Any Claims Against Toro Enterprises, inc.: No

Project: Channel Islands Neighborhood Street Resurfacing

Construction Dates: 7/15/2016 - 5/26/2016

Owner: City of Oxnard

Project Manager: MARIO VENEROSO #N/A

Contract Amount: \$1,274,294.25

Final Contract Amount: \$1,359,009.32

Did Toro Enterprises, inc. File Any Claims Against The Agency: No

Did The Agency File Any Claims Against Toro Enterprises, inc.: No



REFERENCE LIST

CONCRETE PROJECTS

Contract With: City of Simi Valley - 2929 Tapo Canyon Rd., Simi Valley, CA 93063

Contact: Sarah Sheshebor

Brief Description: R&R Sidewalks, Curbs, Gutters, Ramps

Project: Madera Road Widening

Owner: City of Simi Valley

Contract Amount: \$805,979.04

Completed: 6/15

Did Toro File Any Claims Against The Agency: No

Did the Agency File Any Claims Against Toro Enterprises, Inc: No

Contract With: City of South Pasadena - 1414 Mission St, South Pasadena, CA 91030

Contact: Thomas Amare

Brief Description: Installation of 4" PCC Sidewalks

Project: Sidewalk Replacement Project

Owner: City of South Pasadena

Contract Amount: \$124,929.38

Completed: 6/15

Did Toro File Any Claims Against The Agency: No

Did the Agency File Any Claims Against Toro Enterprises, Inc: No

Contract With: City of Burbank - 310 E. Olive Ave. Burbank, CA 91502

Contact: Karen Little

Brief Description: Sawcut and R&R Sidewalks, Curbs, Ramps 8" PCC

Project: Residential Street Improvements

Owner: City of Burbank

Contract Amount: \$2,415,950.00

Completed: 12/15

Did Toro File Any Claims Against The Agency: No

Did the Agency File Any Claims Against Toro Enterprises, Inc: No

DESIGNATION OF SUBCONTRACTORS

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half percent (0.5%) of the Contractor's total Bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half percent (0.5%) of the Contractor's total Bid or \$10,000, whichever is greater. If all Subcontractors do not fit on this page, photocopy it onto blue paper and attach that page or those pages listing all other Subcontractors. If there is any change in this list of Subcontractors, Contractor must provide a new list to Project Manager before any unlisted Subcontractor can perform any Work.

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)	Percentage of Total Bid (e.g., 10%)
All American Asphalt	267073 A	1000001051	400 E 6th St Corona, Ca 9517367625	Slurry seal Type 2 Rep	2.6%
Carse Land Surveying	515411 LS	1000001533	614 N. Echolt St Orange Ca 7146288948	Survey Staking Establish survey for well monuments	3%
Super Seal & Strip	746627 C-32	1000000752	310 A St, Filmore, Ca 8055247345	Striping Marking Signs	2%

Bidder's Name: TORO ENTERPRISES, INC.

Signature: _____

SEAN CASTILLO

Title: PRESIDENT Date: 7/24/17

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

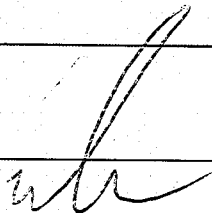
DESIGNATION OF SUBCONTRACTORS

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half percent (0.5%) of the Contractor's total Bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half percent (0.5%) of the Contractor's total Bid or \$10,000, whichever is greater. If all Subcontractors do not fit on this page, photocopy it onto blue paper and attach that page or those pages listing all other Subcontractors. If there is any change in this list of Subcontractors, Contractor must provide a new list to Project Manager before any unlisted Subcontractor can perform any Work.

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)	Percentage of Total Bid (e.g., 10%)

Bidder's Name: TORO ENTERPRISES, INC.

Signature: _____


SEAN CASTILLO

Title: PRESIDENT Date: 7/24/17

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

INDUSTRIAL SAFETY RECORD FORM

This Safety Record 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 Bidder. The undersigned may attach any additional information or explanation of data that it would like to be taken into consideration in evaluating the Safety Record. An explanation of the circumstances surrounding any and all fatalities must be attached.

	2017 (so far)	2016	2015	2014	2013	2012	Total
Number of contracts	130	200	197	170	144	126	207
Total dollar amount of contracts (in thousands)	\$32,000	\$78,000	\$75,000	\$75,000	\$72,000	\$54,000	\$386,000
Number of fatalities	0	0	0	0	0	0	0
Number of lost workday cases	3	5	5	1	5	2	21
Number of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0

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

Bidder's Name: TORO ENTERPRISES, INC.

Signature: 
SEAN CASTILLO

Title: PRESIDENT Date: 7/24/17

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

The undersigned declare(s):

I/we am/are the PRESIDENT of TORO ENTERPRISES, INC.,
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, his or her 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 a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 7/24/17 [date], at OXNARD [city], CALIFORNIA [state].

Bidder's Name: TORO ENTERPRISES, INC.

Signature: _____

SEAN CASTILLO

Title: PRESIDENT Date: 7/24/17

This Noncollusion Declaration must be notarized on the following page.

(Continuation of Noncollusion Declaration)

State of California)

County of _____) ss

City of _____)

On _____ before me,

_____ (insert name and title of the officer)

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

Signature _____

(Seal)

See attached Notarized Acknowledgement

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

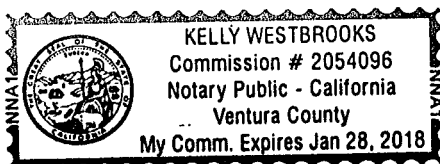
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
 County of Ventura
 On 7/24/17 before me, Kelly Westbrook, Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared Alan Castillo
 Name(s) of Signer(s)

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 Kelly Westbrook
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Non-Collusion Affidavit Document Date: 7/24/17
 Number of Pages: 1 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Alan Castillo
☐ Corporate Officer — Title(s): Pres
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Agreement No. A-7999

**CITY OF OXNARD CONTRACT FOR
LA COLONIA NEIGHBORHOOD STREET IMPROVEMENT PHASE I
PROJECT NO. PW 15-03**

THIS CONTRACT ("Contract") is made and entered this 19th day of September, 2017 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and TORO ("Contractor"). Contractor's license number is 710580.

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 Notice Inviting Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, Standard Plans, Greenbook, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), insurance documentation, Bonds, the City business license, permits from regulatory agencies, Addenda, Change Orders and Supplemental Agreements. These documents are incorporated herein by reference.
2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as La Colonia Neighborhood Street Improvement Phase I– Project No. PW 15-03 ("Project"), as described in this Contract and in the incorporated Contract Documents.
3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of one million one hundred sixteen thousand five hundred seventy five dollars and eighty cents (\$1,116,575.80) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "B" and incorporated herein by this reference.
4. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
5. Insurance. The insurance requirements are listed in the document titled INS-G, which is attached hereto and incorporated herein by this reference.
6. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply. Copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file with the Project Coordinator at City Hall and will be made available to any interested party on request.
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.

Agreement No. A-7999

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

11. Amendment. No Contract modification, amendment or supplement will be binding unless written and signed by the parties' duly authorized representatives.

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

IN WITNESS WHEREOF, the parties hereto have executed the Contract on the Effective Date.

CITY OF OXNARD**TORO ENTERPRISES, INC.**

Tim Flynn, Mayor

Sean Castillo

Title: ☐ Chairman x President ☐ Vice President

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Name:

Title: ☐ Secretary ☐ Asst. Secretary
☐ Chief Finance Officer ☐ Asst. Treasurer

APPROVED AS TO CONTENT:

Ruth Osuna, Assistant City Manager
Acting Public Works Director

APPROVED AS TO INSURANCE:

Mike More, Risk Manager

City requires the following for any contract: for a corporation or s-corporation, two signatures: (1) the Board President, CEO or Vice President, and (2) the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer; for an LLC, two signatures, both of whom must be managers of the LLC; and for a partnership or limited partnership, the signatures of all partners. If your entity has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind Contractor.

Agreement No. A-7999

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

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

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

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

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

d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant.

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

City of Oxnard
Risk Manager
Reference No. PW 15-03
300 West Third Street, Suite 302
Oxnard, California 93030

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

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

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

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

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

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.

ACORD CERTIFICATE OF INSURANCE

ISSUE

DATE

(MM/DD/YY)

PRODUCER

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

CODESUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER **ASPECIFY COMPANY NAMES IN THIS SPACE**

COMPANY
LETTER **B**

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$2,000,000 PRODUCTS COMP/OP AGG. \$2,000,000 PERSONAL & ADV. INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	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 Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant

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

City of Oxnard
 Attn: Risk Manager
 Reference No. PW 15-03
 300 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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
-----------------	-----------------------

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)

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	
-------------------	--

- | | |
|--|---|
| ☐ COMMERCIAL GENERAL LIABILITY | ☐ Claims Made |
| ☐ COMPREHENSIVE GENERAL LIABILITY | ☐ Retroactive Date |
| ☐ OWNERS & CONTRACTORS PROTECTIVE | ☐ Occurrence |

OTHER PROVISIONS

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE	AGGREGATE
-----------------	-----------

- ☐ GENERAL
☐ PRODUCTS/COMPLETED OPERATIONS
☐ PERSONAL & ADVERTISING INJURY
☐ FIRE DAMAGE
☐ _____
☐ _____

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

Name: _____

Address: _____

Telephone: ()

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

- 2 CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

- 3 SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

- 4 CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

- 5 PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

- 6 SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

- 2.2 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.

CITY OF OXNARD

Attn: Risk Manager

Reference No PW 15-03

300 W. Third Street, Suite 302

Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

- ☐ Broker/Agent ☐ Underwriter ☐

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: () Date Signed _____

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 LA COLONIA NEIGHBORHOOD STREET IMPROVEMENT PHASE I- PROJECT NO. PW 15-03.

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment 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, are held and firmly bound unto the Agency and all Contractors, Subcontractors, laborers, material suppliers, and other persons employed in the performance of 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, 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.

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 or the Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition. Surety hereby waives California Civil Code 2845.

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

Dated: _____

"Principal"

"Surety"

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

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

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____

(Name and address of Contractor) ("Principal")

a contract (the "Contract") for the Work described as LA COLONIA NEIGHBORHOOD STREET IMPROVEMENT PHASE I- PROJECT NO. PW 15-03.

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, 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, 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, then this obligation shall become null and void one (1) year from the date of recordation of the Notice of Completion for the Project; 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 statute of limitations as it applies 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 or of the Work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to

the terms of the Contract or to the Work or to the specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

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

Dated: _____

"Principal"

"Surety"

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

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

CITY OF OXNARD

**BID SHEETS FOR LA COLONIA NEIGHBORHOOD STREET IMPROVEMENT PHASE I -
PROJECT NO. PW 15-03**

Bidder's Name: TORO ENTERPRISES, INC

To the Honorable Mayor and Members of the City Council:

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

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/Demobilization (up to 5% of Total Bid Price)	1001-3	LS	1	\$40,000.-	\$40,000.-
2	Traffic Control And Public Convenience And Safety	1505-3	LS	1	\$81,000.-	\$81,000.-
3	Storm Water Pollution Prevention Plan	1800-3	LS	1	\$10,500.-	\$10,500.-
4	Clearing And Grubbing	1103-2	LS	1	\$3,000.-	\$3,000.-
5	Cold Mill AC Pavement	1110-3	SY	4900	\$2.20	\$10,780.-
6	Unclassified Excavation	1120-4	CY	1,000	\$39.-	\$39,000.-
7	Class 2 Aggregate Base	1130-4	TN	1,600	\$50.-	\$80,000.-
8	Asphalt Concrete, Type III (DGAC-B2 PG 64-10)	1150-10	TN	60	\$185.-	\$11,100.-
9	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	1150-10	TN	250	\$104.-	\$26,000.-
10	Asphalt Rubber Hot Mix (ARHM-GG-D PG 64-16)	1152-10	TN	660	\$102.-	\$67,320.-
11	Crack Seal	1155-4	LB	620	\$9.50	\$5,890.-
12	Slurry Seal Type II (RAP)	1160-5	SY	12,100	\$2.55	\$30,855.-

13	Remove And Replace PCC Alley Driveway	1174-6	SF	650	\$ 12.-	\$ 7,800.-
14	Remove And Replace PCC Sidewalk, 5" Thick	1174-6	SF	38,020	\$ 5.30	\$ 201,506.-
15	Remove AC And Install PCC Sidewalk, 4" Thick	1174-6	SF	6,100	\$ 5.-	\$ 30,500.-
16	Remove AC And Install PCC Curb Ramp, Case B Type 1	1174-6	EA	1	\$ 2,400.-	\$ 2,400.-
17	Remove And Install PCC Curb Ramp, Case B Type 2	1174-6	EA	12	\$ 2,550.-	\$ 30,600.-
18	Remove AC And Install PCC Curb And Gutter (Type A2-6)	1174-6	LF	1,460	\$ 27.-	\$ 39,420.-
19	Remove And Replace Curb & Gutter With PCC Rolled Curb	1174-6	LF	7,610	\$ 34.-	\$ 258,740.-
20	Remove And Replace PCC Residential Driveway	1174-6	SF	500	\$ 12.-	\$ 6,000.-
21	Adjust Manhole Cover To Finished Grade	1185-3	EA	6	\$ 500.-	\$ 3,000.-
22	Adjust Water Valve Cover To Finished Grade	1185-3	EA	6	\$ 540.-	\$ 3,240.-
23	Adjust Water Meter Cover To Finished Grade	1185-3	EA	65	\$ 250.-	\$ 16,250.-
24	Establish And Install Center line Well Survey Monument	1190-4	EA	6	\$ 1,250.-	\$ 7,500.-
25	Install "STOP" Pavement Marking (T)	1515-3	EA	12	\$ 202.-	\$ 2,424.-
26	Install 12" Solid White (T)	1515-3	LF	300	\$ 5.20	\$ 1,560.-

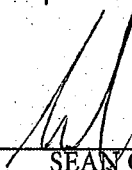
27	Install 12" Solid Yellow (T)	1515-3	LF	220	\$ 5.20	\$ 1,144.-
28	Install Detail 2 (T)	1515-3	LF	612	\$ 1.80	\$ 1,101.60
29	Install Detail 22 (T)	1515-3	LF	132	\$ 3.35	\$ 442.20
30	Install Blue RPM	1515-3	EA	20	\$ 8.50	\$ 170.-
31	Paint Curb Red	1515-3	LF	500	\$ 1.05	\$ 525.-
32	Remove And Replace Street Name Sign	1530-4	EA	18	\$ 196.-	\$ 3,528.-
33	Remove And Replace Sign Post	1530-4	EA	10	\$ 280.-	\$ 2,800.-
34	Install No Parking Sign And Post	1530-4	EA	14	\$ 275.-	\$ 3,850.-
35	Re-Install Traffic Sign (R1-1)	1530-4	EA	8	\$ 135.-	\$ 1,080.-
36	Remove And Replace Chain Link Fence (Match Exist)	1192-3	LF	65	\$ 50.-	\$ 3,250.-
37	Remove And Replace Block Wall Fence (Match Exist)	1192-3	LF	60	\$ 385.-	\$ 23,100.-
38	Remove And Replace Wrought Iron Fence (Match Exist)	1192-3	LF	40	\$ 95.-	\$ 3,800.-
39	Furnish And Install 3-Inch Sidewalk Drain Pipe Per Plate 122	1192-3	LF	100	\$ 50.-	\$ 5,000.-
40	Relocate Fire Hydrant	1410-3	EA	6	\$ 8,400.-	\$ 50,400.-
TOTAL BID PRICE					\$ 1,116,579.80	

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

TOTAL BID PRICE IN DIGITS: \$ 1,16,575.80

TOTAL BID PRICE IN WORDS: One Million One hundred Sixty thousand, five hundred Seventy five Dollars - Eighty Cents

Contractor must complete all Work within sixty (60) Working Days of the City's Notice to Proceed.

Signature: 

SEAN CASTILLO

Title: PRESIDENT Date: 7/24/17

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:
#01	<u>7/20/2017</u>
#02	<u>7/21/2017</u>
#03	<u> </u>
#04	<u> </u>

Addendum:	Date Received:
#05	<u> </u>
#06	<u> </u>
#07	<u> </u>
#08	<u> </u>