

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

Regular Meeting

Council Chambers, 305 West Third Street

May 17, 2016

4:30 P.M. – Appointment Item

6:00 P.M. – Regular Session

A. ROLL CALL/POSTING OF AGENDA

*THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: OXNARD CITY COUNCIL
AND OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

B. APPOINTMENT ITEM – 4:30 P.M.

1. SUBJECT: Adoption of the Fiscal Years 2016/2017 and 2017/2018 City Council Strategic Priorities, Which Include Quality of Life, Organizational Effectiveness, Economic Development, and Infrastructure and Natural Resources.

RECOMMENDATION: That City Council adopt a resolution adopting the four FY 16/17 and FY 17/18 strategic business plans (1) Organizational Effectiveness, (2) Economic Development, (3) Quality of Life, and (4) Infrastructure and Natural Resources which were developed from the 10/29/15 City Council priority setting workshop.

Legislative Body: CC

Contact: Maria A. Hurtado

Phone: 385-7430

C. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

D. CLOSED SESSION

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

E. OPENING CEREMONIES

Pledge of allegiance to the flag of the United States

F. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of Water Conservation Art Contest Winners.

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.

G. 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. 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 any 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. The presiding officer shall limit public comments to three minutes.

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**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 Regular Meetings of the Oxnard Community Development Successor Agency for October 20 and 27; November 3, 10 and 17; December 1, 8 and 15, 2015; January 5, 12, 19 and 26; February 2, 9 and 23; March 1, 15, 22 and 29; April 5, 12, 19 and 26; and May 3 and 10, 2016; and Minutes of the Special Meeting of the Oxnard Community Development Successor Agency for April 29, 2016.

RECOMMENDATION: Approve.

Legislative Body: SA

Contact: Daniel Martinez

Phone: 385-7803

City Manager Department

2. **SUBJECT:** Agreements for City Council Review.

RECOMMENDATION: That City Council, pursuant to Ordinance 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, which are described on the attached list.

Legislative Body: CC

Contact: Greg Nyhoff

Phone: 385-7430

Economic Development Department

3. **SUBJECT:** Transfer and Acceptance of Certain Real Property from the Oxnard Community Development Commission Successor Agency to the City of Oxnard for Continued Government Use.

RECOMMENDATION: That the Oxnard Community Development Commission Successor Agency ("SA") adopt a Resolution recommending that its Oversight Board ("OB") approve the transfer of certain real property to the City of Oxnard for governmental use and taking actions related thereto; and That the City Council adopt a Resolution approving and accepting the transfer of certain real property from the SA to the City for governmental use and taking actions related thereto.

Legislative Body: CC/SA

Contact: Kymberly Horner

Phone: 385-7853

Public Works Department

4. **SUBJECT:** Pfeiler Landscape Maintenance District #51 Fence Replacement Project.

RECOMMENDATION: That City Council: 1) Award Contract A-7882 to the lowest responsible and responsive bidder, Fence Factory, in the amount of \$40,962 for the replacement of two deteriorated water detention basin fences located at Juanita Avenue and Cesar Chavez Drive in the Pfeiler Landscape Maintenance District # 51 and authorize the City Manager to execute the contract.; and 2) Approve a budget appropriation in the amount of \$50,000 from the Pfeiler Landscape Maintenance District # 51 Fund.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

M. PUBLIC HEARINGSDevelopment Services Department

1. **SUBJECT:** Planning and Zoning Permit Nos. 15-500-03 (Special Use Permit), 15-535-01 (Density Bonus), and 15-570-03 (Zone Change), "Channel Islands Apartments". Filed by Vince Daly, the Daly Group, Inc., 31255 Cedar Valley Drive, Suite 323, Westlake Village, CA 91362. (10/60)

RECOMMENDATION: That the City Council: 1) Adopt a resolution approving Planning and Zoning Permit (PZ) No. 15-535-01 (Density Bonus), subject to certain findings and conditions; 2) Adopt a resolution upholding the Planning Commission's approval of PZ No. 15-500-03 (Special Use Permit), subject to certain findings and conditions; and 3) Adopt the first reading by title only and subsequent adoption of an ordinance approving PZ No. 15-570-03 (Zone Change), subject to certain findings and conditions.

Legislative Body: CC

Contact: Ashley Golden

Phone: 385-7882

N. REPORTSCity Attorney Department

1. **SUBJECT:** Ordinance Regulating Activities at Ormond Beach. (15/45)

RECOMMENDATION: That City Council approve the first reading by title only and subsequent adoption of an ordinance regulating activities at Ormond Beach.

Legislative Body: CC

Contact: Stephen M. Fischer

Phone: 385-7483

Public Works Department

2. SUBJECT: Contract A-7874 with Pacific Coast Well Drilling, Inc. for ASR Well No. 1 - Campus Park Wellfield. (10/10)

RECOMMENDATION: That City Council: 1) Award Contract No. A-7874 to the lowest responsible and responsive bidder, Pacific Coast Well Drilling, Inc., in the amount of \$1,157,369 for Project Specification No. UD15-24 (Rebid) Aquifer Storage and Recovery (ASR) Water Well No. 1 – Campus Park Wellfield; and, 2) Authorize the Purchasing Agent to issue and execute the Contract upon receipt of final documents.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

3. SUBJECT: First Amendment to Agreement with Agromin for Organic Waste Recycling Services at Agromin Facilities Located at Limoneira Farms in Santa Paula and Simi Valley Recycling Center in Simi Valley (Agreement No. A-7662). (10/10)

RECOMMENDATION: That City Council approve and authorize the Mayor to execute a First Amendment with Agromin to increase the amount by \$2,000,000 from an initial agreement value of \$1,575,000 to a total of \$3,575,000 and to extend the expiration date from March 26, 2016 to March 26, 2018, for organic waste recycling services at Limoneira Farms located at 12390 Telegraph Road in Santa Paula, California and at the Simi Valley Recycling Center (SVRC) located at 2801 Madera Road in Simi Valley (Agreement No. A-7662).

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

4. SUBJECT: Approve an Agreement with Channel Islands Beach Community Services District for Transportation and Treatment of Wastewater. (5/10)

RECOMMENDATION: That City Council: 1) Approve and authorize the Mayor to execute an Agreement with Channel Islands Beach Community Services District for Transportation and Treatment of Wastewater (Agreement No. A-7864); 2) Approve a budget appropriation recognizing \$607,717 of additional revenue and appropriate \$261,685 for wastewater transportation and treatment.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

O. PUBLIC COMMENTS ON REPORTS

At this time, a person may address the legislative body only on matters appearing on the reports. The presiding officer shall permit a person to address the legislative body after the staff presentation on the report and before the consideration of the report by the legislative body. The presiding officer shall limit public comments to three minutes.

P. PUBLIC COMMENTS ON STUDY SESSION

At this time, a person may address the legislative body only on matters appearing on the study session agenda. The presiding officer shall permit a person to address the legislative body after the staff presentation on the item and before the consideration of the item by the legislative body. The presiding officer shall limit public comments to three minutes.

Q. STUDY SESSION

R. ADJOURNMENT



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report
AGENDA ITEM NO.: 1

DATE: May 17, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Maria Hurtado, Assistant City Manager

SUBJECT: Adoption of the Fiscal Years 2016/2017 and 2017/2018 City Council Strategic Priorities, Which Include Quality of Life, Organizational Effectiveness, Economic Development, and Infrastructure and Natural Resources

CONTACT: Maria Hurtado, City Manager
Maria.Hurtado@oxnard.org, 385-7430

RECOMMENDATION:

That City Council adopt a resolution adopting the four FY 16/17 and FY 17/18 strategic business plans (1) Organizational Effectiveness, (2) Economic Development, (3) Quality of Life, and (4) Infrastructure and Natural Resources which were developed from the 10/29/15 City Council priority setting workshop.

EXECUTIVE SUMMARY

This staff report presents Council's four strategic priority areas which delineate business plans that include goals, objectives and performance measures for FY 16/17 and FY 17/18. These four business plans were developed after Council's priority setting workshop held on October 29, 2015. These four strategic business plans include (1) Quality of Life, (2) Organizational Effectiveness, (3) Economic Development, and (4) Infrastructure and Natural Resources.

DISCUSSION

On October 29, 2015, City Council held a prioritization workshop. Council and staff acknowledged that there are choices to be made between competing needs within the community, and when discussing how to prioritize those needs, consideration of the on-going

Adoption of the Fiscal Years 2016/2017 and 2017/2018 City Council Strategic Priorities

May 17, 2016

Page 2

work of the organization was taken into account. The attached business plans were developed to assist Council and staff in clarifying the Council priorities over the next two years. The strategic business plans assist City Council and staff to be on the same page with expectations and, equally important, begins to connect priority-based budgeting for the coming year to ensure that achievable priorities are ones that match available resources.

On December 9, 2015, Council reviewed and confirmed the four strategic priority areas during the review of the 10/29/2015 Council Priority Setting Workshop Summary Report and directed the City Manager to return with a two year business plan that could be incorporated into the FY 16/17 budget (Attachment A: October 29, 2015 Council Priority Setting Workshop Report). The City Manager then established interdepartmental teams who refined the City Council's priority areas and developed the business plans to ensure timely implementation of the various goals over the next two years.

On April 5, 2016, the four interdepartmental strategy team chairs presented each business plan's goals, objectives, and performance measures to Council for consideration and received further feedback. Staff incorporated Council and public feedback into the final business plans being presented for adoption. Listed below is a summary of some of the specific changes to each business plan:

Quality of Life Strategic Priority:

- The Quality of Life purpose was restated to include not only building relationships, but “creating opportunities” for the community.
- The timeline for implementing the rental inspection program was moved from 6/30/2018 to 6/30/2017, shortening the timeline by a year, and the development and implementation of a self-verification survey for property owners/managers was added;
- On Goal 2, objective 2a related to addressing homelessness was modified to include regional coordination, including Ventura and Port Hueneme to address the homeless strategy;
- As part of the pilot revitalization project for Southwind neighborhood, an objective was added to develop specific criteria (i.e. crime rate, youth population, density, etc.) to identify other targeted neighborhoods for similar revitalization projects within the City;
- An objective was added to increase collaboration and better work with neighborhood councils, Citizen Advisory Groups, and neighborhoods.

Organizational Effectiveness Strategic Priority:

- Under the internal audit program, an evaluation of use of overtime was included.

Economic Development Strategic Priority:

- Under the implementation of a “one-stop shop” effort goal, added a task to establish long-term goals, roles and responsibilities between the one-stop shop and EDCO
- Revised deadlines to ensure attainability.

Infrastructure and Natural Resources Strategic Priority:

- More specifics were provided for the asset management goal, including the addition of an objective to sell un-needed City assets;
- Staff added an additional task to complete the “City-wide” Parks Master Plan, and clarified which Master Plan-related tasks were included in each Action/Task.

This staff report requests Council’s adoption of these updated strategy areas, goals, and objectives.

The four strategic priority areas include (1) Quality of Life, (2) Organizational Effectiveness, (3) Economic Development, and (4) Infrastructure and Natural Resources. The four strategy business plans are summarized below for Council consideration:

QUALITY OF LIFE STRATEGIC PRIORITY AREA:

The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. The Quality of Life purpose statement includes the word “Relationships” because relationships are the foundation of any meaningful change within a community. The use of “safe and vibrant neighborhoods” illustrates the importance of the neighborhood as the cornerstone of how our residents view their quality of life. Finally, the emphasis on “showcasing the promising future of Oxnard” is homage to our youth and the paramount importance they have in the goals and objectives we identified in our business plan (Attachment B: FY 2016/17 and FY 2017/18 Quality of Life Strategic Business Plan).

GOALS:

The three goals identified in the Quality of Life Strategic priority area include: (1) improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues, (2) address homelessness through the development and implementation of a multi-tiered strategy, (3) strengthen neighborhood development and connect the City, community and culture.

Goal One:

For goal one, improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues, there are five objectives listed below:

Objective 1a: Create a renewed focus on police/community relations with underserved communities and youth population;

Objective 1b: Explore alternatives for youth through recreation programs and intervention services;

Objective 1c: Highlight our continued efforts to address Domestic Violence;

Objective 1d: Examine options for long term sustainability of public safety services to ensure an efficient and effective public service delivery model;

Objective 1e: Develop a rental inspection program.

Goal Two:

For goal two, address homelessness through the development and implementation of a multi-tiered strategy, one objective is listed below.

Objective 2a: Identify the City's homelessness mission and create a 5-year plan to address homelessness.

Goal Three:

For goal 3, strengthen neighborhood development and connect the City, community and culture, five objectives are included in the business plan as follows:

Objective 3a: Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community;

Objective 3b: Empower and connect our Inter-Neighborhood Council Organizations (INCOs), Community Advisory Groups (CAGs) and Neighborhood Watch Program;

Objective 3c: Improve our methods of communicating with residents, businesses and neighborhoods (e.g. leverage social media and tools like Nextdoor);

Objective 3d: Discuss CAG goals at respective CAG meetings and develop an action plan for annual implementation;

Objective 3e: Create a pilot revitalization project for Southwinds Neighborhood;

Objective 3f: Develop a co-sponsorship policy with criteria that would enable the City to encourage local community events.

PERFORMANCE MEASURES:

Listed below are five performance measures identified for the Quality of Life Strategic Priority Area:

1. City will increase the number of community event collaborations by 5% each year;
2. City will activate 2 new neighborhoods annually;
3. Increase the City's social media followers by 10% each year;
4. Increase the number of youth referred to employment through youth services by 5% each year;
5. Creation and implementation of 10-year plan to address homelessness by 6/30/2017.

ORGANIZATIONAL EFFECTIVENESS STRATEGIC PRIORITY AREA:

The purpose of the Organizational Effectiveness strategy is to strengthen and stabilize the organizational foundation of the City in the areas of Finance, Information Technology, and Human Resources, and to improve workforce quality while increasing transparency to the public. This strategy is key in strengthening the foundational base of the Oxnard 2020 Project pyramid, "Corporate Support, Accountability, and Value Systems."

GOALS:

The three goals identified in the Organizational Effectiveness strategy include the following: (1) help foster a healthy and accountable corporate foundation by strengthening the support functions of the organization which include Finance, Information Technology and Human Resources, (2) increase transparency with Council, community and staff related to the City's budget and financial management, (3) focus on creating a culture of learning and talent development that will lead to a quality workforce which meets the needs of our community. This is an area that has been sorely lacking in the recent past, as training and development was cut and virtually non-existent as the City faced recent budget crises'. However, the City has recently placed a renewed emphasis on training and development, with the launch of an organizational development initiative that includes quarterly training, and other workshops.

Goal One:

For goal one, help foster a healthy and accountable corporate foundation by strengthening the support functions of the organization which include Finance, Information Technology and Human Resources, four objectives are proposed as follows:

Objectives:

Objective 1a: Ensure the 128 recommendations outlined in the organizational assessment are implemented through the 3 phased implementation action plans adopted by

Adoption of the Fiscal Years 2016/2017 and 2017/2018 City Council Strategic Priorities

May 17, 2016

Page 6

Council in July 2015, and provide periodic reports to Council on the status on the plans;

Objective 1b: Establish an Internal Audit Program to complete performance audits of identified programs to ensure compliance with state and federal law, and that Council policy is adhered to;

Objective 1c: Develop written procedures to address Internal Control recommendations from auditor;

Objective 1d: Ensure adequate systems are established, reviewed, and updated within the Human Resources Department related to personnel policies and procedures, employee compensation, benefits, recruitments, testing and other human resources related systems.

Goal Two:

For goal two, increase transparency with Council, community and staff related to the City's budget and financial management, three objectives are proposed as follows:

Objective 2a: Initiate a priority based budgeting program incorporating departmental performance measures and the Council Strategic priorities;

Objective 2b: Prepare quarterly budget updates and have month-end financial reports available via the City's website;

Objective 2c: Create a standardized template to present financial and other data to the general public.

Goal Three:

For goal 3, focus on creating a culture of learning and talent development that will lead to a quality workforce which meets the needs of our community, four objectives are proposed as follows:

Objective 3a: Develop a training program that focuses on strengthening the effectiveness of supervisory/management staff by establishing a common understanding of basic HR, IT, and fiscal policies and procedures;

Objective 3b: Develop a talent development initiative that engages, trains, transforms, and works collaboratively with mid-managers to change the organizational culture into one that focuses on becoming a high performing organization;

Objective 3c: Develop an employee recognition program that recognizes talent developers, high performers, and employees that exhibit the values of the organization;

Objective 3d: Establish a Leadership Development Team (LDT) with the purpose of identifying and growing internal leaders to fill future vacancies and attract talent into the organization.

PERFORMANCE MEASURES:

There are seven performance measures associated with the Organizational Effectiveness Strategic Business Plan:

1. Report organizational assessment progress to Council in all 4 quarters of Fiscal Year 2016-17;
2. Complete at least 2 performance audits in Fiscal Year 2016-17;
3. Provide upgraded employee orientation training to 100% of new hires during Fiscal Year 2016-17;
4. Address 40% of all organizational assessment recommendations by end of Fiscal Year 2016-17;
5. Complete 90% of priority 1A assessment recommendations;
6. Hold 2 employee recognition events in Fiscal Year 2016-17;
7. Written internal control procedures are being followed at least 75% of the time.

ECONOMIC DEVELOPMENT STRATEGIC PRIORITY AREA:

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 strategy seeks to build the foundation of the City's economic future, with the purpose of attracting investment, increasing the tax base, generating public revenues, and creating jobs. The goals identified in this business plan focus on leveraging resources by collaborating with businesses, property owners, civic leaders, community members, and other stakeholders in the local economy.

To support the strategy, objectives that facilitate business growth and retention that are enhanced by partnering with agencies are identified. Contemporary and effective internal policies and procedures must be set in place, along with new streamlined processes. A focus on customer service must be prioritized to attract and establish new business, while continuing to support the existing business community. Another part of the strategy is to revitalize Oxnard's historic downtown area by placing an emphasis on creative arts, historical capital and cultural traditions.

GOALS:

The five goals identified in the Economic Development strategic priority area include (1) creating a vibrant and economically sustainable commercial, industrial, and retail industries throughout the City, (2) enhancing business development throughout the City, (3) enhancing business retention and attraction, (4) implementing a one-stop shop effort at the City's Service Center, and (5) revitalizing Oxnard's downtown and pursuing economic development opportunities.

Goal One:

For goal one, creating a vibrant and economically sustainable commercial, industrial, and retail industries throughout the City, there is one objective identified under that business plan.

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

Goal Two:

For goal two, enhancing business development throughout the City, four objectives are identified.

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

Objective 2b: Improve relationships and communication between the City and the business community;

Objective 2c: Capitalize on historic, cultural and natural resources;

Objective 2d: Public safety will collaborate with the business community to promote an environment that supports economic development.

Goal Three:

For goal three, enhancing business retention and attraction, one objective is listed below.

Objective 3a: Implement an economic development plan for attracting and retaining business.

Goal Four:

For goal four, implementing a one-stop shop at the City's Service Center, one objective has been identified.

Objective 4a: Streamline internal process to ensure government efficiencies.

Goal Five:

For goal five, revitalizing Oxnard's downtown and pursuing economic development opportunities, one objective is identified and listed below.

Objective 5a: Develop a vision and plan (with timelines) for downtown revitalization to create a vibrant center for our community, emphasizing cultural arts, diversity and historic assets.

PERFORMANCE MEASURES:

There are seven performance measures associated with the Economic Development Strategic Business Plan:

1. 5% increase in number of new businesses opening in Oxnard annually;
2. 5% improvement in City's annual business retention rate annually;
3. 10% improvement in the building permit turnaround time;
4. 5% annual increase in number of visitors/tourists to Oxnard;
5. Turnaround time for first plan checks is less than 4 weeks, 90% of the time;
6. Turnaround time for discretionary permits is less than 6 months, 90% of the time;
7. Customer satisfaction surveys with approval ratings over 85%.

INFRASTRUCTURE AND NATURAL RESOURCES STRATEGIC PRIORITY AREA:

The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. The City's public facilities and infrastructure play an essential role in the fabric of the community. The City seeks to develop and maintain infrastructure that is community-serving, resilient, high-performing, cost-effective, resource efficient, and environmentally friendly. Decisions about infrastructure represent some of the most significant policy choices made by the City of Oxnard. These include repair and replacement of existing facilities, the construction of new facilities such as parks, playgrounds, water or sewer systems, streets, traffic signals, and roads.

GOALS:

The five goals included in this business plan include: (1) ensuring that existing master plans for all City infrastructure are synchronized and consistent with the General Plan, (2) developing an asset management program that includes fleet, facilities, parks, streets, alleys, water, wastewater and storm water, (3) ensuring funding is adequate to meet the goals of the Master Plans, (4)

ensuring proper construction and maintenance of infrastructure in order to provide maximum benefit with lowest lifecycle costs following CIP plans, and (5) ensuring orderly development and long-range conservation and management of the City's natural resources and coastal assets.

Goal One:

For goal one, ensuring that existing master plans for all City infrastructure are synchronized and consistent with the General Plan, two objectives are listed below.

Objective 1a: Complete the Integrated Public Works Master Plan;

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

Goal Two:

For goal two, developing an asset management program that includes fleet, facilities, parks, streets, alleys, water, wastewater and storm water, the objectives include:

Objective 2a: Develop a City-wide asset management program;

Objective 2b: Develop an asset management funding plan;

Objective 2c: Sell unneeded City assets.

Goal Three:

For goal three, ensuring funding is adequate to meet the goals of the master plans, objectives include:

Objective 3a: Maximize funding sources;

Objective 3b: Set rates and fees to fully recover costs.

Goal Four:

For goal four, ensuring proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans, two objectives include:

Objective 4a: Implement CIP plans;

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

Goal Five:

For goal five, ensuring orderly development and long-range conservation and management of our natural resources and coastal assets, the objectives include:

Objective 5a: Develop and implement a sustainability program;

Objective 5b: Protect oceans and waterways.

PERFORMANCE MEASURES:

Listed below are five performance measures included in the Infrastructure and Natural Resources Strategic Priority Area.

1. Ensure Integrated Public Works Master Plan is at least 70% implemented within the next two years;
2. Ensure Coastal plan is at least 25% implemented within next two years;
3. Increase number of grants applied for by 10% annually over the next two years;
4. Reduce maintenance backlog by 20% annually;
5. Complete 20% of CIP projects.

FINANCIAL IMPACT

The FY 16/17 budget discussions have begun with the various departments and interdepartmental strategy teams have preliminary identified potential fiscal impacts with the implementation of the business plans. Costs associated with the implementation of the strategic business plans will be brought to Council for consideration during the upcoming FY 16/17 budget workshops.

ATTACHMENTS:

Attachment A - October 29, 2015 Council Priority Setting Workshop Report

Attachment B - Quality of Life Business Plan

Attachment C - Organizational Effectiveness Business Plan

Attachment D - Economic Development Business Plan

Attachment E - Infrastructure Business Plan

Attachment F - Resolution Adopting Strategic Priorities



City of Oxnard City Council/Executive Team Priority Setting Workshop

Held October 29, 2015

Table of Contents

Summary of Discussions	1
Agenda.....	1
Public Comments	2
Reflecting on Accomplishments.....	3
Overview of Priority Setting.....	5
Orientation to the Operating Environment	2
Discussion of Council Priorities	3
Organization of the Goals Document.....	4
Dot Voting	5
Staying On Course to Achieve Priorities	7
Follow-Up Steps	8
Closing Comments.....	8
Attachment A: Strategic Priority Areas, Goals, Objectives.....	9
Appendix 1: INCO and Citizen Advisory Groups: Budget Related Priorities.....	15

Summary of Discussions

On October 29, 2015, the City Council and Executive Team held a priority setting workshop from 3 – 7 pm in the Oxnard Library, Meeting Room B.

The objectives for the workshop were as follow:

- Create consensus on priorities for the next two years
- Strengthen teamwork between City Council and the Executive Team

Agenda

- Welcome by the Mayor
- Public comments
- Review key accomplishments
- Create consensus on priorities
- Determine how we will stay on course
- Wrap up

Workshop Participants

- Tim Flynn, Mayor
- Carmen Ramirez, Mayor Pro Tem
- Bert Perello, Councilmember
- Dorina Padilla, Councilmember
- Bryan MacDonald, Councilman
- Greg Nyhoff, City Manager
- Maria Hurtado, Assistant City Manager
- Scott Whitney, Assistant City Manager
- Steve Fischer, Interim City Attorney
- Joseph Lillio, Chief Financial Officer
- Jeri Williams, Police Chief, Interim Fire Chief
- Ashley Golden, Development Services Director
- Kym Horner, Economic Development Director
- Arturo Casillas, Housing Director
- Dan Rydberg, Interim Utilities Director
- Keith Brooks, Interim IT Director

- Daniel Martinez, City Clerk
- Danielle Navas, City Treasurer
- Todd Vasquez-Housely, Interim Deputy Public Works Director
- Terrel Harrison, Recreation Supervisor
- Chelsea Reynolds, Performing Arts Center Manager

The facilitator for the workshop was Jan Perkins, assisted by Julie C.T. Hernandez with flipchart recording, both of whom are with the local government consulting firm Management Partners.

Workshop Preparation

To prepare for the workshop, facilitator Jan Perkins interviewed each member of the City Council regarding accomplishments of the City over the last two years and to learn about each person's priorities for the next year or two.

Staff prepared a document containing all of the priorities identified by the City Council as well as key items identified by the Executive Team. Status information was provided on each item. See Attachment A.

Workshop Ground Rules

At the start of the workshop, the facilitator suggested several ground rules for discussion to help the City Council and staff reach the objectives of the workshop.

- Stay on track
- Fully participate
- Listen with an open mind
- Give your colleagues an opportunity to talk

Public Comments

Several members of the public offered their comments on priorities.

Comments included:

- **Cultural Arts Commission:** Funding for new brochures, use City-owned properties and public spaces but need City leadership to coordinate use
- **Planning Commission:** Green policy, local coastal plan, futuristic city plan
- **Senior Services Commission:** Extend technology training to seniors, demolish Wilson Park building and rebuild, establish a foundation to raise funds to reconstruct a state-of-art senior center

- **Homeless Commission:** Create a 10-year plan for homeless services, hire a homeless services coordinator, emphasis on affordable housing for low- and very low-income in City's housing element
- **Inter-Neighborhood Council Organization (INCO):** Reactivate neighborhood councils, hold a town hall annually, address safety issues, code enforcement, increase numbers of neighborhood watch programs, repair neighborhood lighting (*See Appendix 1 for a copy of the handout they distributed at the meeting; City staff notes that many of the items on the handout will be addressed under the Quality of Life strategic priority area*)
- **Parks and Recreation Commission:** Acquire small parcels throughout the City where the City is park deficient, begin Park and Recreation tours, reach out to CAG, build a Friends of Parks volunteer group, survey all recreation space in City and find other recreation space that could possibly be used including reaching out to educational institutions and churches, survey demand for parks and recreation needs, 24-hour community center
- City needs a balanced budget, will planned reductions be realized, also focus on revenue
- **Community Relations Commission:** More outreach to community, including something that is interactive with ability for community to send in comments
- City as an organization must follow State and Federal laws, including ADA
- **Measure "O" Committee:** Want more input on how funding is spent, need to ensure that funds being used on proper community projects, need a process and procedures to prioritize the use of funds

Reflecting on Accomplishments

The City Council and Executive Team, working in four small groups, discussed what factors contributed to the City's success with the many accomplishments over the past year and what impediments can get in the way of accomplishing important priorities.

The list of accomplishments was intended to be illustrative and not a comprehensive list. The items on the list were as follows.

- Completed paving on 50% of local streets funded by Measure O
- Commissioned an organizational assessment that resulted in a budget that reflected fiscal reality

- Started changing the core direction and building a culture of accountability, fiscal sustainability, and ethical expectations for the City Organization
- Initiated use of the Advanced Water Purification Facility (AWPF)
- New Fire Station 8
- New soccer fields at College Park
- Successful transition from private to public of the Materials Recovery Facility (MRF)
- Emphasized preservation of our coastal assets and initiated the Local Coastal Plan update
- Extended emergency ordinance regarding power plant
- Looked at opportunities at Ormond Beach
- Lawsuit win over former city manager

Contributors to our success:

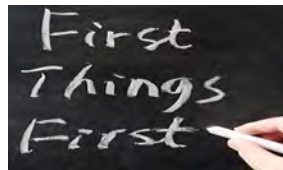
The four small groups offered their comments on what contributed to success. The consolidated comments are as follow.

- Collaboration with community, staff and Council
- Clear policy direction
- Leadership
- Hardworking, committed City Council
- Hardworking staff
- Engaged, attentive community
- Advisory groups/stakeholders/residents
- Good staff support
- Bought in new team; working well together; new, good City Manager
- Use of expert outside consultants when needed
- Got second opinion; didn't settle for first opinion
- Public/private partnership lend/lease agreement
- MRF – took chance; 3-2 vote; used outside consultant/expert
- Collaboration: Federal, State, region
- Fresh perspective
- Passage of Measure O to be able to fund items; streets paved
- Interdepartmental cooperation; broke down silos
- Being included in the budget process (department heads)
- Clarity from Mayor/Council to City Manager = Success
- Taking action/making decisions/reaching consensus
- Follow through with decisions
- Having vision: AWPF and MRF

Impediments to success:

The four small groups offered their comments on what impediments had to be overcome in achieving the successes, and some that remain. The consolidated comments are as follow.

- Funding for Fire Station 8
- So many problems identified; hard to get forward momentum (re: organizational assessment)
- Funding/need to restore financial capacity
- Staffing
- Training/expertise
- Infrastructure limitations
- Lack of record keeping and systems
- Lack of investments in technology, infrastructure
- Reactive vs. proactive/crisis mode
- Delays in filling positions
- Lack of clarity of what/which positions should be filled
- Build-up of lack of trust from community
- Things take time
- Limited resources: staff time; key HR/CMO functions (Management Partners report pointed this out)
- Taking action/making decisions/reaching consensus

Overview of Priority Setting

Facilitator Jan Perkins and City Manager Greg Nyhoff provided an orientation to priority setting. A summary of points made is as follows.

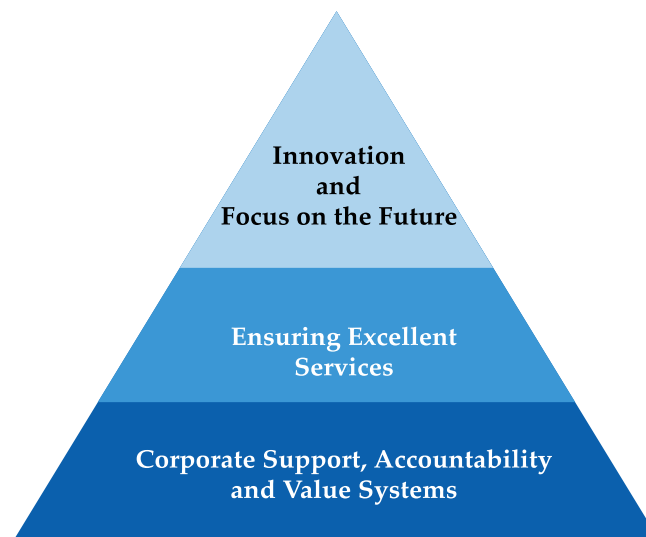
- | | |
|---|--|
| <ul style="list-style-type: none"> • Choices between competing needs • Considers the on-going work of the organization • Is a way for policy makers and staff to be on the same page with expectations | <ul style="list-style-type: none"> • Priorities are set for the budget • Performance measurement for accountability • Achievable priorities are ones that match available resources |
|---|--|

Orientation to the Operating Environment

City Manager Greg Nyhoff explained that the operating environment within which priorities are accomplished is characterized by several factors which need to be kept in mind as priorities are set.

- Studies have identified deficiencies in our corporate systems – recommendations from the studies are now in implementation
- Limited financial resources
- Lean staffing for project execution
- Many positions eliminated for budget balancing purposes
- Many community needs

The City Manager referenced the pyramid that illustrates the three critical building blocks of good government. The first level is the foundation for the rest. That level is having strong systems for the municipal corporation, accountability and values.



Discussion of Council Priorities

The first step in the process was for the Assistant City Manager to orient the City Council to the list of priorities, both in the handout and in posters on the wall.

Working in small groups, the four strategic priority areas were reviewed. The questions answered by the four groups were:

- Are all of the objectives listed important priorities?
- Is anything missing from the objectives? If so, what?

After the small groups held their discussions, the entire group of City Council and Executive Team discussed each of the four strategic priority areas. Additional comments were made by Councilmembers at that time and their comments were recorded on flipcharts.

Attachment A contains a list of the objectives as modified by the group discussion.

Guiding Principles: Councilmembers noted that some of the items on the list or in the discussions are actually guiding principles. Examples of those are:

- Be customer centric, with a strong service orientation.
- Collaborate with community, County and other groups to achieve objectives.
- Be transparent with information to the community about the City's finances.
- Be honest about what the City can accomplish with its available staffing and other resources; do not over promise.
- Think differently about issues and how to solve problems – be creative.
- When making infrastructure improvements, think about future technologies and plan for those.

Organization of the Goals Document

The goals document (Attachment A) is organized into four strategic priority areas (A, B, C, D), each of which has either one or two broad goals. Each goal has several objectives.

The strategic priority areas and broad goals are listed below. These did not change through the discussions. The objectives that are under each of the goals were the focus of the small and large group discussions and modifications were made to those based on discussions.

Strategic Priority Area A: Organization Effectiveness

Goal 1: Create a strong, healthy, accountable organization with a culture that supports effective Council/staff relations and develops and appreciates our employees.

Goal 2: Establish prudent and effective corporate systems and culture and communicate to the community what we are doing. (Includes HR, Finance, IT, teambuilding, training, interdepartmental collaborations)

Strategic Priority Area B: Economic Development

Goal 1: Revitalize the downtown and pursue economic development opportunities.

Strategic Priority Area C: Quality of Life

Goal 1: Improve community safety and quality of life through a combination of prevention, intervention and suppression, including non-police services that address underlying issues.

Goal 2: Strengthen neighborhood development, and connect City, community and culture.

Strategic Priority Area D: Infrastructure and Natural Resources

Goal 1: Make progress on capital projects and protect our natural and coastal assets.

Dot Voting

Councilmembers were asked to do dot voting to identify their top priorities, as a body, for progress over the next two years. As was explained, there is neither the time nor money to move forward equally on everything listed in Attachment A.

Two rounds of dot voting were carried out.

- **Round One:** Each Councilmember was provided eight dots, to place on their top eight items.
- **Round Two:** Each Councilmember was provided two additional dots, to place on two of the items that already had one or more dots from round one.

How the dot voting will be used: The result of this process was a consensus on top items. The priorities receiving the most dot votes are listed below. It is staff's intent is to make measurable progress on everything listed in Attachment A within the two-year timeframe of FY 2016-17 and FY 2017-18. However, while everything is important, when there is a question in how to allocate resources, the items listed below will be receive the highest attention.

Received four dots:

Strategic Priority Area A: Organizational Effectiveness

- Goal 2, Objective 3: **Implement 128 recommendations from assessment to institute effective management systems.**

Received three dots:

Strategic Priority Area A: Organizational Effectiveness

- Goal 1, Objective 2: **Continue our focus on improving staff accountability and problem solving.**
- Goal 2, Objective 3 (a): **Implement budget and financial management improvements (e.g., changes in budgetary controls, financial management policies, financial health of the general fund and Measure O funds, purchasing practices, contract management, treasury, accounting and internal controls, payroll and human resources controls, risk management, workers compensation and grants management).**

Strategic Priority Area C: Quality of Life

- Goal 1, Objective 4: **Examine options for long term sustainability of our public safety services, including ensuring efficient deployment of resources in the police and fire departments and analyzing the cost of adding public safety positions (e.g. police officers for community policing, firefighters, gang prosecutor, lifeguards).**
- Goal 2, Objective 6: **Develop a rental inspection program.**

Strategic Priority Area D: Infrastructure and Natural Resources

- Goal 1, Objective 1: **Complete our utilities master plan and take necessary steps to provide long term capital replacement and financial stability of our utilities.**

Received two dots:

Strategic Priority Area A: Organizational Effectiveness

- Goal 1, Objective 3: **Establish ethics policies for elected officials, board and commission members, executive management and all employees, and include a whistleblower policy to provide a safe avenue for employees to report problems.**
- Goal 2, Objective 1: **Institute a priority based budgeting program and establish performance measures (foundation set in the first year and implementation second year).**
- Goal 2, Objective 4: **Receive complete and timely information about our finances; provide clear, understandable information to the public; improve the public's confidence in the City's finances.**

Strategic Priority Area B: Economic Development

- Goal 1, Objective 2: **Improve collaborations between EDCO, Chamber of Commerce, downtown organizations, Economic Development Department and Development Services Department to increase job creation and business retention.**
- Goal 1, Objective 3: **Streamline our policies and procedures (e.g., permitting and zoning) and establish good customer service practices within our development services (one-stop shop).**

Strategic Priority Area C: Quality of Life

- Goal 1, Objective 2: **Address youth crime issues.**
- Goal 2, Objective 2: **Empower and connect our Inter-Neighborhood Council Organizations (INCOs), Community Advisory Groups (CAGs) and Neighborhood Watch Program.**

Strategic Priority Area D: Infrastructure and Natural Resources

- Goal 1, Objective 4: **Update our coastal plan to protect our coasts in the future.**

Staying On Course to Achieve Priorities

The Council agreed that it was important to stay focused on the agreed-upon priorities but that new issues will arise. The City Manager will return to the Council with a process, taking into account the comments made in this discussion. Comments made included:

- Focus on the agreed upon goals – do not add new things (unless extremely urgent).
- Consider a two-step process, whereby if a Councilmember wishes to suggest a new project or initiative, it would be placed on a Council agenda for discussion. The City Manager would comment on how it would impact other priorities. Then the Council would determine if the new initiative should move forward.
- Keep a list of new special projects that are raised, so they can be tracked; add to minutes of the meeting so it is memorialized.
- Once a month have a place on the Council agenda discuss potential new priorities.
- We did not have priorities in the past; having them will help in decision-making.
- If the Council adds something, acknowledge that delays will occur.

Follow-Up Steps

The Council consensus on priorities will be reflected in the staff's work plan and in the upcoming budget. Staff will periodically report progress on the priorities.

Specific next steps are:

- Workshop report to be placed on Council agenda for discussion, with the Council adopting or modifying the 4 Strategic Priority areas.
- Once Council approves the four Strategic Priority areas, staff will prepare a business plan for each of the 4 strategic priority areas and return to Council for review and adoption.
- Once Council adopts the four Strategic Priority area Business Plans, they will be incorporated into the Fiscal Year 2016/2017 budget.
- Periodic progress reports will be provided to Council after adoption.

Closing Comments

In closing, the Mayor, each Councilmember and the City Manager commented on the workshop. Each stated the workshop was a good opportunity to discuss important issues with each other and the staff.

Attachment A: Strategic Priority Areas, Goals, Objectives

This table contains the objectives as modified through discussions on October 29, 2015. It also contains a summary of the comments made in each of the four categories. The objectives receiving **2, 3 or 4 dots** at the City Council workshop are noted below in the second column. Only the Mayor and Councilmembers were involved in the dot voting.

Strategic Priority Areas (A,B,C,D) Goals and Objectives	Currently underway by staff X=Yes		
	<i>Number of Dots from Council</i>	Progress planned FY 2016-17	Progress Planned FY 2017-18
STRATEGIC PRIORITY AREA A: ORGANIZATIONAL EFFECTIVENESS			
Goal 1: Create a strong, healthy, accountable organization with a culture that supports effective Council/staff relations and develops and appreciates our employees.	X	Continue Implementing Organizational Assessment Recommendations	Anticipated completion of implementation of recommendations
Objective 1: Establish employee development, training, recognition and orientation programs to build talent within our organization.	X	Orientation program	Training program
Objective 2: Continue our focus on improving staff accountability and problem solving.	X 3 dots	Ongoing	Ongoing
Objective 3: Establish ethics policies for elected officials, board and commission members, executive management and all employees, and include a whistleblower policy to provide a safe avenue for employees to report problems.	X 2 dots	Ongoing/ Whistleblower Policy will be Implemented	Ongoing
Goal 2: Establish prudent and effective corporate systems and culture and communicate what we are doing to the community. (Includes HR, Finance, IT, teambuilding, training, interdepartmental collaborations)	X	Continue Implementing Organizational Assessment Recommendations	Anticipated completion of implementation of recommendations
Objective 1: Initiate a priority based budgeting program and establish performance measures (foundation will be set in the first year and implementation in the second year)	X 2 dots	Work with experts to develop	Continue to implement

Priority Setting Workshop

Attachment A: Strategic Priority Areas, Goals, Objectives

Management Partners

• Objective 2: Establish an internal audit program.	X	Item goes to Council 11/17/15	
• Objective 3: Implement 128 recommendations from organization assessment to institute effective management systems, in the following categories.	X 4 dots	Will continue to implement with quarterly updates to Council	Anticipated completion of implementation of recommendations
a. Budget and financial management (e.g., budgetary controls, general fund and Measure 0, purchasing, accounting, internal controls, payroll controls, risk management)	X 3 dots	Will continue to be addressed as part of organizational assessment	Will continue to be addressed as part of organizational assessment
b. Information technology	X	IT Master Plan goes to Council 10/27	Will continue to be addressed as part of organizational assessment
c. Asset Management (fleet, facilities, parks, streets and alleys, water, wastewater, stormwater)	X	Will continue to be addressed as part of organizational assessment	Will continue to be addressed as part of organizational assessment
d. Human resources and programs	X	Will continue to be addressed as part of organizational assessment	Will continue to be addressed as part of organizational assessment
• Objective 4: Receive complete and timely information about our finances; provide clear, understandable information to the public; improve the public's confidence in the City's finances.	X 2 dots	Ongoing	Ongoing
<u>Small and large group comments about Organization Effectiveness:</u> • Community input (survey/outreach) • Cross-communicate (two-way communication, three way communication) • Listen, address and then rectify • Clear communication of expectations and values to staff • Priorities to positions to outcomes • Providing good customer service is essential • Self-improvement programs (e.g., Six Sigma) • Role of technology to save dollars and assist staff • Make sure residents understand how we stand financially • Ethos of public service – it is a higher calling			

Priority Setting Workshop

Attachment A: Strategic Priority Areas, Goals, Objectives

Management Partners

STRATEGIC PRIORITY AREA B: ECONOMIC DEVELOPMENT			
Goal 1: Revitalize the downtown and pursue economic development opportunities.	X	Develop a strategic plan for downtown	Continue developing and implementing strategic plan
Objective 1: Develop a vision and plan (with timelines) for downtown revitalization to create a vibrant center for our community, emphasizing cultural arts, diversity and historic assets.	X	Develop a strategic plan for downtown	Continue developing and implementing strategic plan
Objective 2: Improve collaborations between EDCO, Chamber of Commerce, downtown organizations, Economic Development Department and Development Services Department to increase job creation and business retention.	X 2 dots	Ongoing	Ongoing
Objective 3: Streamline our policies and procedures (e.g. permitting and zoning) and establish good customer service practices within our development services (one-stop shop).	X 2 dots	Anticipated opening of one-stop shop	Continue focus on good customer service
Objective 4: Prepare and implement an economic development plan for attracting and retaining business. Capitalize on historic and natural resources. Engage partners.	X	Spring 2016	
<u>Small and large group comments about Economic Development:</u> <i>Economic development is the way the City will get more revenue</i> <i>Economic development plan and strategies are critical (being developed now)</i> <i>Tourism, Ormond Beach are assets; take advantage of Oxnard as a coastal city, our natural resources, farmland, ocean, wetlands</i> <i>Vision for the city (family place, good paying jobs)</i> <i>Business retention and support</i> <i>Education is the key to well-paying jobs; Linked Learning</i> <i>Broaden our pool of partners; housing options</i> <i>Historic resources are an asset</i> <i>Be careful in reviewing development agreements</i>			

Priority Setting Workshop

Attachment A: Strategic Priority Areas, Goals, Objectives

Management Partners

STRATEGIC PRIORITY AREA C: QUALITY OF LIFE			
Goal 1: Improve community safety and quality of life through a combination of prevention, intervention and suppression, including non-police services that address underlying issues.	X	Ongoing; focus on continuing to implement non-police services, such as neighborhood watch and nextdoor.com	Ongoing
Objective 1: Create a renewed focus on police/community relations with underserved communities and youth population.	X	Continue efforts to engage Latino community with officers and Community Affairs Manager	Continue efforts to engage Latino community
Objective 2: Address youth crime issues including dealing with graffiti.	X 2 dots	Continue to work with Recreation and Youth Safety Coordinator/Community Groups	Continue work
Objective 3: Strengthen our focus on domestic violence.	X	Ongoing	Ongoing
Objective 4: Examine options for long term sustainability of our public safety services, including ensuring efficient deployment of resources in the police and fire departments and analyzing the cost of adding public safety positions (e.g. police officers for community policing, firefighters, gang prosecutor, lifeguards).	X 3 dots	Continue to examine options while focusing on managing current resources and budget	Continue to address
Objective 5: Develop a plan to address homelessness.	X		
Goal 2: Strengthen neighborhood development, and connect City, community and culture.	X	Ongoing, focus on implementing new tools like nextdoor.com	Ongoing
Objective 1: Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community.	X	Ongoing	Ongoing
Objective 2: Empower and connect our Inter-Neighborhood Council Organizations (INCOs), Community Advisory Groups (CAGs) and Neighborhood Watch Program.	2 dots	Will be addressed by Public Relations and Community Affairs Manager	Continue to address
Objective 3: Improve our methods of communicating with residents, businesses and neighborhoods (e.g. leverage social media and tools like Nextdoor).	X	Ongoing, new tools are being added and discussed	Ongoing
Objective 4: Create a pilot revitalization project for Southwinds Neighborhood.			

Priority Setting Workshop

Attachment A: Strategic Priority Areas, Goals, Objectives

Management Partners

Objective 5: Develop a co-sponsorship policy with criteria that would enable the City to encourage local community events.			
Objective 6: Develop a rental inspection program.	3 dots		
<u>Small and large group comments about Quality of Life:</u> - Add “underserved community and youth population” to 1 - How to better deal with graffiti - Plan for homelessness should not only be in the downtown - Need to add objective of a rental inspection program - Emphasis on hiring local in public safety - Be careful with promises if resources are not available to do something - Be aware of fiscal sustainability; pension reform - Youth issues need emphasis - Utilize County resources and other outside groups, along with community groups to facilitate improvements in our quality of life; focus on collaboration - Think of issues differently, such as turning youth doing graffiti into community art opportunities			
STRATEGIC PRIORITY AREA D: INFRASTRUCTURE AND NATURAL RESOURCES			
Goal 1: Make progress on capital projects and protect our natural and coastal assets.	X	Continue work on Local Coastal Plan Updates and Ormond beach	Continue progress
Objective 1: Complete our utilities master plan and take necessary steps to provide long term capital replacement and financial stability of our utilities.	X 3 dots	Begin Implementation of Master Plan	Continue Implementation of Master Plan
Objective 2: Complete the balance of local street paving projects funded by Measure “O”.	X	Complete in FY 16-17.	
Objective 3: Develop a Measure “O” allocation plan that will include infrastructure improvements such as streets, City buildings, parks and other capital needs. Revisit and redefine a vision and plan for Campus Park.	X		
Objective 4: Update our coastal plan to protect our coasts in the future.	X 2 dots		

Priority Setting Workshop

Attachment A: Strategic Priority Areas, Goals, Objectives

Management Partners

• Objective 5: Develop a restoration plan for Ormond Beach and a remediation plan for the Halaco site with a long term vision to attract tourism and natural resources related firms.	X		
• Objective 6: Prepare a master plan (including funding) for long term capital replacement of our parks, streets and all City facilities.			
• Objective 7: Learn about telecommunications infrastructure needs related to economic development and attracting business to Oxnard.			
<u>Small and large group comments about Infrastructure and Natural Resources:</u> • <i>Include all City facilities (parks, streets)</i> • <i>Add an objective regarding telecommunications to meet the needs of business</i> • <i>Increase private-public partnerships – economic development</i> • <i>Funding plan for all infrastructure needs</i> • <i>Host fees/franchise fees for services that duplicate city services</i> • <i>Preservation of coast, harbor/power plant area is all one major objective</i> • <i>Infrastructure centered on economic growth</i> • <i>When making infrastructure improvements think of new technologies that are coming in the future</i> • <i>Needs in the internal areas of city</i> • <i>Protect what's ours – e.g., trucks on Rose Avenue are creating an impact, keep neighborhoods clean, parking problems, trash/recycling thefts</i> • <i>Don't over promise; look at fees for service where applicable</i>			

Priority Setting Workshop

Appendix 1: INCO and Citizen Advisory Groups: Budget Related Priorities

Management Partners

Appendix 1: INCO and Citizen Advisory Groups: Budget Related Priorities

This was a handout distributed at the October 29, 2015 Council workshop. It was prepared by INCO and the Citizen Advisory Groups.

This list is a summary of goals that CAGs have discussed, with a focus on those related to the budget

- 1) INCO Priorities:
 - a. Short-Term: Reactivate all neighborhood councils (requires more meeting spaces, cleanup, etc., does effect budget), Develop and utilize more effective means of communications, and increase INCO participation.
 - b. Medium-Term: Sponsor an annual Town Hall meeting, and research and present information on projects affecting residents of Oxnard at INCO meetings.
 - c. Work with the Mayor, City Council, City Manager, and staff (and others) representing neighborhood residents to solve problems affecting quality of life in Oxnard.
- 2) Cultural Arts Committee
 - a. Short-Term: Form a 501(c)3: Approval requested and on agenda for 11/15 Council to increase funding and sponsored events.
 - b. Medium-Term: Create a Cultural Arts Master Plan and eventually revise the Strategic Cultural Arts Master Plan.
 - c. Long-Term: Fund and create a master promotion networking medium for the City.
- 3) Measure "O" Oversight Committee
 - a. Short-term: More input to City Council on How Measure "O" Funding is Spent
 - b. Long-Term: Ensure Measure "O" Funding is Used on Proper Community Projects
 - c. Long-Term: Process or Procedure for Measure "O" Priorities
- 4) Youth Commission
 - a. Short-Term: Be the Youth's Voice, Spread an Anti-Bullying Message
 - b. Long-Term: More Activities and More Places for Youth
- 5) Senior Services
 - a. Short-Term:
 - i. Expand technology training at the three senior centers with virtual senior center in mind
 - b. Long-Term:
 - i. Establish a foundation to raise construction funds for a new state of the art senior center to support new and ongoing programs and existing senior centers
 - ii. Demolished existing Wilson Park restrooms and reconstruct in a different location of the park
 - iii. Reopen Colonia Senior Center

Priority Setting Workshop

Appendix 1: INCO and Citizen Advisory Groups: Budget Related Priorities

Management Partners

- 6) Community Relations Commission
 - a. Short-Term: Build and develop our communication
 - b. Short-Term: Increase public attendance at our meetings
 - c. Long-Term: Advocate for Under-represented and Diversity
- 7) Planning Commission
 - a. Short-Term: Focus on a Green Policy (Sustainability)
 - b. Short-Term: Continue to focus on the Local Coastal Plan (LCP)
 - c. Long-Term: Develop Futuristic City Planning
- 8) Parks, Recreation and Community Services Commission
 - a. Short-Term: Begin Commission Tours of Parks and Rec Venues to evaluate parks and venues and gather public input.
 - b. Short-Term: Collaborate with other CAGS and Staff (increase efficiency)
 - c. Long-Term: Support a City wide "Friends of the Park" Volunteer System to build relationships between residents and their parks
- 9) Downtown Design Review Committee
 - a. Short-Term: Provide better handouts to property owners and merchants, and provide inspiration of what Downtown can be.
 - b. Medium-Term: Be proactive with involvement with projects that could result from \$6 million fund
- 10) Commission on Homelessness
 - a. Short-Term: Recommend presentation of the "10-year Plan to End Homelessness" to the City Council for adoption
 - b. Short-Term: Recommend that the City Council fund a staff position for a Homeless Services Coordinator
 - c. Medium-Term: Recommend that the City Housing Element include a number of provisions that will increase the supply of affordable housing for very-low and extremely-low income persons



**QUALITY OF LIFE STRATEGIC PRIORITY AREA
FY 16/17 and FY 17/18 TWO-YEAR BUSINESS PLAN**

**ATTACHMENT B: QUALITY OF LIFE
BUSINESS PLAN**

Purpose: To build relationships and create opportunities within the community for safe and vibrant neighborhoods which will showcase the promising future of Oxnard.

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.	1a. Create a renewed focus on police/community relations with underserved communities and youth population.	1.a.1 Enhance and emphasize the Youth Academy held twice annually and organized by OXPD School Resource Officers. Integrate youth from the Academy into a newly developed "Summer at City Hall" program.	Eric Sonstegard	7/31/2016		
		1.a.2 More effectively use the School Resource Officers by having them work closely with the Office of Youth Safety, Youth Director Council, and P.A.L.	Jason Benites	7/1/2017		
		1.a.3 Identify police officers that can serve as community representatives to underserved communities.	Eric Sonstegard	12/31/2016		
		1.a.4 Increase emphasis on recruiting and hiring local (Oxnard) residents for Police, Fire and Public Works.	Eric Sonstegard	12/31/2016 6/30/2017 12/31/2017 6/30/2018		

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.	1b. Explore alternatives for youth through recreation programs and intervention services.	1.b.1 Perform community outreach to promote Recreation programs and services through a deliberate social media campaign, redesigned website that is user friendly and easy to navigate, and other methods (magazine, survey, etc.).	Terrel Harrison	6/30/2018		
		1.b.2 Promote programs at various community events and festivals by having program literature available and actively participating by providing youth & adult volunteers, activities and logistical assistance.	Terrel Harrison	10/30/2016		
		1.b.3 Deliberately work on collaborating with community members, organizations and agencies to ensure youth are being referred to appropriate intervention and prevention programs (i.e.PAL, City Corps, VC Probation, local school districts, various non-profits, etc.). Begin by developing a community action plan with input from various stakeholders at six meetings through the year.	Terrel Harrison	6/30/2017		

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.	1b. <i>(Continued)</i> Explore alternatives for youth through recreation programs and intervention services.	1.b.4 Offer quarterly educational & professional workshops for youth (ages 16-24). Topics will include job interviews, resume writing, college applications, FAFSA applications, and other relevant topics. Workshops will be offered January, April, July, and October annually.	Terrel Harrison	1/31/2017 4/30/2017 7/31/2017 10/31/2017		
		1.b.5 Employ 175-200 youth (ages 16-24) annually. This will give youth the necessary work experience needed for their professional development.	Terrel Harrison	Ongoing		
	1c. Highlight our continued efforts to address Domestic Violence.	1.c.1 Use City social media platforms to publicize community-based efforts (ex. MICOP- <i>"Entre Hombres"</i> , MICOP- <i>"Voz de la Mujer Indigena"</i> , Interface- <i>"Domestic Violence 101"</i>)	Delana Gbenekama	1/1/2017		

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.	1c. (Continued) Highlight our continued efforts to address Domestic Violence.	1.c.2 Bring attention to Oxnard's leading efforts in the County to address Domestic Violence issues to include: - School/Community Partnership that provides counseling services for child witnesses of domestic violence. - OXPD's participation in the county-wide Multi-Disciplinary Interview Center (MDIC). 2014 internal audit of Domestic Violence Investigations.	Eric S. Sonstegard	12/31/2016		
	1d. Examine options for long term sustainability of public safety services to ensure an efficient and effective public safety service delivery model.	1.d.1. Provide a report to City Council on the viability of Lifeguard services at Oxnard beaches.	Bryan Brice	12/31/2016		

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.	1d. <i>(Continued)</i> Examine options for long term sustainability of public safety services to ensure an efficient and effective public safety service delivery model.	1.d.2. Determine feasibility of starting a regional fire academy in the city of Oxnard.	Bryan Brice	6/30/16		
	1e. Develop a rental inspection program.	1.e.1 Conduct a study session at City Council to determine the goals and objectives of a program.	Ashley Golden	9/30/2016		
		1.e.2 Establish a city ordinance that authorizes fees and inspection authority for a pilot inspection program.	Jefferson Billingsley	1/31/2017		
		1.e.3 Develop and implement a self-verification survey for property owners/managers.	Ashley Golden	3/30/2017		
		1.e.4 Develop a pilot rental inspection program.	Ashley Golden	6/30/2017		
2. Address homelessness through the development and implementation of a multi-tiered strategy.	2a. Identify the City's homelessness mission and create a 5-year plan to address homelessness.	2.a.1 Conduct a study session with Council on homelessness objectives and present final recommendations of Commission on Homelessness to City Council. Study session should include discussion on regionalized efforts.	Arturo Casillas	7/31/2016		

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
2. Address homelessness through the development and implementation of a multi-tiered strategy.	2a. <i>(Continued)</i> Identify the City's homelessness mission and create a 5-year plan to address homelessness	2.a.2 Develop job duties & position analysis for a Homeless Services Coordinator	Arturo Casillas	10/31/2016		
		2.a.3 Return to Council with recommendations for a 10-year plan to address homelessness. Plan proposal should include regionalized efforts with Ventura & Port Hueneme.	Arturo Casillas	3/31/2017		
3. Strengthen neighborhood development, and connect City, community and culture.	3a. Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community.	3.a.1. Produce a video series (30-60 second vignettes) focused on the unique highlights/traditions of Oxnard.	Delana Gbenekama	6/30/2017		
		3.a.2. Focus on using social media to establish a positive outlook and spread positive messages of our City.	Delana Gbenekama	Ongoing		
	3b: Empower and connect our Inter-Neighborhood Council Organizations (INCOs), Community Advisory Groups (CAGs) and Neighborhood Watch Program.	3.b.1 Initiate a "Public Speaker" series via the Community Relations Commission (CRC) to focus on Public Safety and Police/Community Relations	Delana Gbenekama	1/1/2017		

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
3. Strengthen neighborhood development, and connect City, community and culture.	3b: <i>(Continued)</i> Empower and connect our Inter-Neighborhood Council Organizations (INCOs), Community Advisory Groups (CAGs) and Neighborhood Watch Program.	3.b.2 Foster increased collaboration with citizen advisory groups (CAGs), neighborhood councils and neighborhood watch programs.	Delana Gbenekama	1/1/2017		
		3.b.3 Work with Parks and Recreation Commission to establish a “Friends of the Park” program.	Terrel Harrison	6/30/2017		
	3.c. Improve our methods of communicating with residents, businesses and neighborhoods (e.g. leverage social media and tools like Nextdoor).	3.c.1 Develop and roll out a SmartPhone application (3-1-1) as a mobile conduit to the City of Oxnard website.	Keith Brooks	7/1/2016		
	3.d. Discuss CAG goals at respective CAG meetings and develop an action plan for annual implementation	3.d.1 Meet with staff liaisons to discuss staff Liaison’s role.	City Clerk’s office	9/30/2016		
		3.d.2 Liaisons meet with CAGs to develop goals and action plan	City Clerk’s/City Manager’s Office	12/31/2016		

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
3. Strengthen neighborhood development, and connect City, community and culture.	3.e. Create a pilot revitalization project for Southwinds Neighborhood.	3.e.1 Provide 1-year update to City Council on Southwinds Neighborhood revitalization.	Jeri Williams	9/30/2016		
		3.e.2 Develop criteria to select other neighborhoods for neighborhood revitalization projects	Jeri Williams	3/30/2017		
	3.f. Develop a co-sponsorship policy with criteria that would enable the City to encourage local community events	3.f.1 Obtain guidance from City Attorney on authority and parameters of a co-sponsorship policy.	Stephen Fischer	12/31/2016		
		3.f.2 Create a community event calendar that would be accessible through the City's website.	Delana Gbenekama	8/31/2016		

QUALITY OF LIFE STRATEGY

Purpose: To build relationships and create opportunities within the community for safe and vibrant neighborhoods which will showcase the promising future of Oxnard.



**City Council
Strategic Priorities
2016-2018**

GOAL 1

Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.

OBJECTIVES

- Create a renewed focus on police/community relations with underserved communities and youth population.
- Explore alternatives for youth through recreation programs and intervention services.
- Highlight our continued efforts to address Domestic Violence.
- Examine options for long term sustainability of our public safety services to ensure an efficient public safety service delivery model.
- Develop a rental inspection program.

PERFORMANCE MEASURES

- Increase the city's social media followers by 10% each year.
- Increase the number of youth referred to employment through youth services by 5% each year.

GOAL 2

Address homelessness through the development and implementation of a multi-tiered strategy.

OBJECTIVES

- Identify the City's homelessness mission and create a 5-year plan to address homelessness.

PERFORMANCE MEASURES

- Creation and implementation of 10-year plan to address homelessness by 6/30/2017.

GOAL 3

Strengthen neighborhood development, and connect City, community and culture.

OBJECTIVES

- Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community.
- Empower and connect our Inter-Neighborhood Council Organizations (INCOs), Community Advisory Groups (CAGs) and Neighborhood Watch Program.
- Improve our methods of communicating with residents, businesses, and neighborhoods (e.g. leverage social media and tools like Nextdoor).
- Discuss CAG goals at respective meetings and develop an action plan for annual implementation.
- Create a pilot revitalization project for Southwinds Neighborhood.
- Develop a co-sponsorship policy with criteria that would enable the City to encourage local community events.

PERFORMANCE MEASURES

- City will activate 2 new Neighborhoods annually.
- City will increase the number of community event collaborations by 5% each year.



**ATTACHMENT C: ORGANIZATIONAL EFFECTIVENESS
BUSINESS PLAN**

**ORGANIZATIONAL EFFECTIVENESS STRATEGIC PRIORITY AREA
FY 16/17 and FY 17/18 TWO-YEAR BUSINESS PLAN**

Purpose: To strengthen and stabilize the organizational foundation in the areas of Finance, Information Technology, and Human Resources, and improve workforce quality while increasing transparency to the public.

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
1. To help foster a healthy and accountable corporate foundation by strengthening the support functions of the organization, which include Finance, Information Technology and Human Resources.	1a. Ensure the 128 recommendations outlined in the organizational assessment are implemented through the 3 phased implementation action plans adopted by Council in July, 2015 and provide periodic reports to Council on the status of the implementation plans.	1.a.1 Quarterly progress report to Council and ensure implementation of the 128 recommendations outlined in the Implementation Action Plan in order of prioritization, 1A, 1B, and 2.	Maria Hurtado	Priority 1A - 7/21/15 1/05/16 Priority 1B – 4/19/16 to 9/6/16 Priority 2 – 09/6/16 to 4/17/18		
		1.a.2 Monitor and track that recommendations are implemented by respective departments.	Maria Hurtado	Ongoing		

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
1. To help foster a healthy and accountable corporate foundation by strengthening the support functions, which include Finance, Information Technology and Human Resources.	1b. Establish an Internal Audit Program to complete performance audits of identified programs to ensure compliance with state and federal law and that Council policy is adhered to.	1.b.1. Complete a Risk Assessment that reviews work processes, capital/asset management, risk management, city management, human resource activities, governance, accounting and financial reporting	CFO	6/1/16		
		1.b.2 Complete Performance Audit for PACC	Chelsea Reynolds	12/31/16		
		1.b.3 Complete Performance Audit for City Corp	Terrel Harrison	12/31/16		
		1.b.4 Complete Performance Audit for Golf Course	Todd Housley	12/31/16		
		1.b.5 Complete Worker's Comp Program Audit	Tabin Cosio	9/30/16		
		1.b.6 Complete Overtime Audit	Tabin Cosio	12/31/16		

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
1. To help foster a healthy and accountable corporate foundation by strengthening the support functions, which include Finance, Information Technology and Human Resources.	1c. Develop written procedures to address Internal Control recommendations from Auditor.	1.c.1. Develop an RFP.	CFO	9/30/16		
		1.c.2 Work with expert to develop written procedures, and provide written procedures to Finance Department staff.	CFO	12/30/16		
		1.c.3 Provide assessment and training to ensure staff is informed of, and able to implement procedures.	CFO	12/30/16		
	1d. Ensure adequate systems are established, reviewed, and updated within the Human Resources Department related to personnel policies and procedures, employee compensation, benefits, recruitments, testing and other human resources related systems.	1.d.1. Develop and implement a Whistleblower Program to provide employees with a safe avenue to report problems.	Stephen Fischer	9/30/2016		
		1.d.2. Complete a class and compensation study.	Lisa Yoshimura	6/30/2017		
		1.d.3. Review and update employee orientation program.	Lisa Yoshimura	6/30/2016		
		1.d.4. Create a recruitment system that ensures transparency related to status of vacancies, funding and recruitments.	Lisa Yoshimura	9/30/2016		

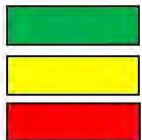
GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
1. To help foster a healthy and accountable corporate foundation by strengthening the support functions, which include Finance, Information Technology and Human Resources.	1d. Ensure adequate systems are established, reviewed, and updated within the Human Resources Department related to personnel policies and procedures, employee compensation, benefits, recruitments, testing and other human resources related systems.	1.d.5. Review, revise, and update the City's Personnel policies and procedures and distribute to employees to ensure awareness and compliance.	Tabin Cosio	6/30/2018		
		1.d.6 Standardize city-wide on-boarding process.	Tabin Cosio	12/31/2016		
2. Increase transparency with Council, community and staff related to the City's budget and financial management processes.	2a. Initiate a priority based budgeting program incorporating departmental performance measures and the Council Strategic priorities.	2.a.1 Develop a minimum of five performance and benchmark measurements for each department.	CFO	6/30/2016		
		2.a.2 Incorporate two year business plans for each of the four Council strategic priority areas into Budget at high level overview and illustration of progress of the pyramid.	Maria Hurtado	6/30/2016		

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
2. Increase transparency with Council, community and staff related to the City's budget and financial management processes.	2b: Prepare Quarterly Budget Updates and have month-end financial reports available via City's Website.	2.b.1 Provide Council with Quarterly Budget Updates on the General Fund and Utilities funds.	CFO	Quarterly		
		2.b.2 Provide and communicate the availability of financial data posting via CPIO and City's website	Delana Gbenekama	Ongoing		
	2.c. Create a standardized template to present financial and other data to the general public	2.c.1 Develop high level but user friendly format to communicate financial information	CFO			
		2.c.2 Develop standardized financial dashboards	CFO	12/31/16		

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
3. Focus on creating a culture of learning and talent development that will lead to a quality workforce which meets the needs of our community.	3a: Develop a training program that focuses on strengthening the effectiveness of supervisory/ management staff by establishing a common understanding of basic HR, IT, and fiscal policies and procedures.	3.a.1: Create and roll out a module-based training curriculum focused on core competencies for supervisory and managerial staff.	Lisa Yoshimura	6/30/2017		
		3.a.2: Create a master training plan for each department establishing the critical, mandatory, and essential training components for each position with a focus on customer service	Tabin Cosio	10/1/2016		
	3b: Develop a talent development initiative that engages, trains, transforms, and works collaboratively with mid-managers to change the organizational culture into one that focuses on becoming a high performing organization	3.b.1: Identify competencies that are critical for becoming a high performance and quality organization	Lisa Yoshimura	10/1/2016		
		3.b.2: Continued quarterly training on talent development for all departments	Maria Hurtado	Quarterly		
		3.b.3: Revise staff evaluations so they reflect talent development as a performance based category	Tabin Cosio	12/31/2016		

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
3. Focus on creating a culture of learning and talent development that will lead to a quality workforce which meets the needs of our community.	3c: Develop an employee recognition program that recognizes talent developers, high performers, and employees that exhibit the values of the organization.	3.c.1: Review and revamp employee recognition program nomination and selection procedures/criteria and committee.	Tabin Cosio	9/30/2016		
		3.c.2: Recognize supervisors and management staff on a quarterly or annual basis for developing talent within their units	Tabin Cosio	9/30/2016		
		3.c.3 Review and revise service awards program.	Lisa Yoshimura	9/30/2016		
	3d: Establish a Leadership Development Team (LDT) with the purpose of identifying and growing internal leaders to fill future vacancies & attract talent into the organization.	3.d.1 Establish LDT participants from each department and assign each participant to the various work groups	Chelsea Reynolds			

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
3. Focus on creating a culture of learning and talent development that will lead to a quality workforce which meets the needs of our community.	3d: Establish a Leadership Development Team (LDT) with the purpose of identifying and growing internal leaders to fill future vacancies & attract talent into the organization.	3.d.2 Develop two year action plan based on assessment of organizational needs and identification of internal & external programs	Chelsea Reynolds			
		3.d.3 Market two year action plan to reach out and engage employees	Chelsea Reynolds			
		3.d.4 Execute action plan with support of top management and human resources	Chelsea Reynolds			



On Schedule and within budget

Behind schedule or exceeding budget

Stopped – No Progress



ORGANIZATIONAL EFFECTIVENESS STRATEGY

Purpose: To strengthen and stabilize the organizational foundation in the areas of Finance, Information Technology, and Human Resources, and improve workforce quality while increasing transparency to the public.



**City Council
Strategic Priorities
2016-2018**

GOAL 1

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

OBJECTIVES

- Ensure the 128 recommendations outlined in the organizational assessment are implemented through the 3 phased implementation action plans adopted by Council in July, 2015, and provide periodic reports to Council on the status of the implementation plans.
- Establish an Internal Audit Program to complete performance audits of identified programs to ensure compliance with state and federal law and Council policy is adhered to.
- Develop written procedures to address Internal Control recommendations from Auditor.
- Ensure adequate systems are established, reviewed, and updated within the Human Resources Department related to personnel policies and procedures, employee compensation, benefits, recruitments, testing and other human resources related systems.

PERFORMANCE MEASURES

- Address 40% of all organizational assessment recommendations by end of Fiscal Year 2016-17.
- Complete 90% of Priority 1A assessment recommendations.

GOAL 2

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

OBJECTIVES

- Initiate a priority based budgeting program incorporating departmental performance measures and the Council Strategic priorities.
- Prepare Quarterly Budget Updates and have month-end financial reports available via City's Website.
- Create a standardized template to present financial and other data to the general public.

PERFORMANCE MEASURES

- Report assessment progress to Council during all 4 quarters of Fiscal Year 2016-17.
- Complete at least 2 of the performance audits in Fiscal Year 2016-17 (PACC, Golf Course, City Corps, Worker's Comp).

GOAL 3

Focus on creating a culture of learning and talent development that will lead to a quality workforce which meets the needs of our community.

OBJECTIVES

- Develop a training program that focuses on strengthening the effectiveness of supervisory/management staff by establishing a common understanding of basic HR, IT, and fiscal policies and procedures.
- Develop a talent development initiative that engages, trains, transforms, and works collaboratively with mid-managers to change the organizational culture into one that focuses on a high performing organization.
- Develop an employee recognition program that recognizes talent developers, high performers, and employees that exhibit the values of the organization.
- Establish a Leadership Development Team (LDT) with the purpose of identifying and growing internal leaders to fill future vacancies & attract talent into the organization.

PERFORMANCE MEASURES

- Hold 2 employee recognition events in Fiscal Year 2016-17.
- Provide upgraded employee orientation training to 100% of new hires during Fiscal Year 2016-17.
- Written internal control procedures are being followed at least 75% of the time.



**ECONOMIC DEVELOPMENT STRATEGIC PRIORITY AREA
FY 16/17 and FY 17/18 TWO-YEAR BUSINESS PLAN**

Purpose: 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.

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
1. Create vibrant and economically sustainable commercial, industrial and retail industries throughout the City.	1.a Focus available resources on a comprehensive effort to promote economic activity in Oxnard, including a marketing program that communicates the City's available resources and assets.	1.a.1 Create and implement a City-wide economic development strategy	Kymberly Horner	July 1, 2018		
		1.a.2 Develop a webpage to include a list of commercial, industrial, and retail vacancies citywide to aid companies searching for new locations within the City.	Kymberly Horner	July 1, 2017		
		1.a.3 Create a current list of City and Successor Agency assets available for disposition or for disposition and development	Kymberly Horner	July 1, 2016		
		1.a.4 Work with EDC-VC and the Chamber of Commerce to promote existing mentoring/consulting programs for small businesses	Kymberly Horner	December 1, 2016 / ongoing		

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
1. Create vibrant and economically sustainable commercial, industrial and retail industries throughout the City.	1.a Focus available resources on a comprehensive effort to promote economic activity in Oxnard, including a marketing program that communicates the City's available resources and assets.	1.a.5 Reestablish a retail attraction program for desired national and local retailers	Kymberly Horner	December 1, 2017		
		1.a.6 Host an annual economic summit meeting to create a dialogue with the business community and partners	Kymberly Horner	July 15, 2017 / Ongoing		
		1.a.7 Maintain ongoing business outreach effort and discuss issues affecting the business community. Establish a regular meeting schedule. Assign City liaisons to stakeholders.	Kymberly Horner	Ongoing		
2. Enhance business development throughout the City.	2.a Develop a strong citywide economy which attracts investment, increases the tax base, creates employment opportunities, and generates public revenue.	2.a.1 Update industrial zoning code sections to address current needs	Ashley Golden	December 1, 2016		
		2.a.2 Update the temporary use zoning code and related procedures	Ashley Golden	July 15, 2017		
		2.a.3 Create and implement vacation rental regulation and related procedures	Ashley Golden	July 1, 2016		

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
2. Enhance business development throughout the City.	2.a Develop a strong citywide economy which attracts investment, increases the tax base, creates employment opportunities, and generates public revenue.	2.a.4 Explore infrastructure financing programs (grants, etc.) to help fund infrastructure improvements in the City's industrial areas	Kymberly Horner	August 1, 2016		
	2.b Improve relationships and communication between the City and the business community.	2.b.1 Establish ongoing "A to Z on starting a business" workshop, create a "Starting a New Business in Oxnard" guide booklet, include business startup resources and a checklist of requirements on the City's website	Danielle Navas	October 1, 2016		
		2.b.2 Develop a <i>Business Ambassador</i> effort in which City staff work with new and existing businesses to discuss their needs and interests	Danielle Navas	January 1, 2017		
		2.b.3 Implement scheduled, monthly meetings with new business owners and/or designee to discuss their needs and/or questions. Information collected to be shared with the appropriate department(s) and/or City Council.	Danielle Navas	February 1, 2017		

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
2. Enhance business development throughout the City.	2.b Improve relationships and communication between the City and the business community.	2.b.4 Follow up with new businesses after establishment (3 months) to gather their feedback on overall experience. Information collected to be shared with the appropriate department(s) and/or City Council.	Danielle Navas	May 1, 2017		
	2.c Capitalize on historic, cultural and natural resources.	2.c.1 Complete an assessment and inventory of Oxnard's historical, cultural and artistic capital, developing a summit that explores the themes of a "cultural economy" and Oxnard's resources therein. Prepare a strategic plan for promoting and incorporating historical, cultural, and artistic resources in the general economy	Chelsea Reynolds	December 1, 2016		
	2.d Public safety will collaborate with the business community to promote an environment that supports economic development	2.d.1 Beat Coordinators will have made contact with all businesses in their respective areas.	Jason Benites	August 31, 2017		
		2.d.2 Expand crime prevention through environmental design (CPTED) assessments for businesses.	Jason Benites	September 1, 2016		

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
2. Enhance business development throughout the City.	2.d Public safety will collaborate with the business community to promote an environment that supports economic development	2.d.3 Enhance efforts to address vagrancy near commerce centers	Jason Benites	Ongoing		
3. Enhance business retention and attraction.	3.a Implement an economic development plan for attracting and retaining business.	3.a.1 Develop a business attraction and retention plan. Incorporate information collected from 2.b.3 and 2.b.4 (above).	Kymberly Horner	October 1, 2016		
		3.a.2 Conduct a City Council work session to define a "Business Friendly" environment. Include information collected from 2.b.3 and 2.b.4 (above).	Kymberly Horner	August 1, 2016		
		3.a.3 Continue and expand the Business Visitation Program	Kymberly Horner	July 1, 2016		
		3.a.4 Develop a method to survey businesses that close or leave the industrial area to learn from common issues. Share this information with department(s) and/or City Council.	Kymberly Horner	December 1, 2016		

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
4. Implement a “one stop shop” effort at the City’s Service Center	4.a Streamline internal process to ensure government efficiencies.	4.a.1 Establish and track building permit plan check turnaround times for all division’s involved in the process	Ashley Golden	December 2016		
		4.a.2 Establish and track planning permit processing timelines	Ashley Golden	December 2016		
		4.a.3 Implement online permitting, bill pay, and inquiry ability for customers for all Service Center activities	Keith Brooks	December 2017		
		4.a.4 Develop a cross-training program to ensure concierge and counter staff is knowledgeable and to implement the <i>One-Stop Shop</i>	Tabin Cosio	July 2017		
		4.a.5 Update customer handouts and create “how-to” videos for frequently asked questions related to Service Center activities	Ashley Golden	First Phase: July 2016 Second Phase: Ongoing		
		4.a.6 Update City’s Temporary Use Permit(“TUP”) Process	Ashley Golden	Phase 1: September 2016		

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
4. Implement a “one stop shop” effort at the City’s Service Center	4.a Streamline internal process to ensure government efficiencies.	4.a.7 Conduct and/or attend annual customer service trainings for Service Center employees	Lisa Yoshimura	September 2016		
		4.a.8 Establish long term goals, roles and responsibilities between the One-Stop Shop and EDCO.	Kymerly Horner	September 30, 2016		
5. Revitalize Oxnard’s downtown and pursue economic development opportunities.	5.a Develop a vision and plan (with timelines) for downtown revitalization to create a vibrant center for our community, emphasizing cultural arts, diversity and historic assets.	5.a.1 Review the Congress for New Urbanism 2016 Oxnard report, and make recommendations to City Council and Planning Commission	Kymerly Horner	June 30, 2016		
		5.a.2 Identify desired uses for strategic sites and update zoning code if necessary to allow for development of the sites	Kymerly Horner	September 1, 2016		
		5.a.3 Update central business district zoning code, including but not limited to: parking, signage, design guidelines, uses, permit procedures	Ashley Golden	September 2016 – June 2018		
		5.a.4 Modify/Create Downtown Arts, Dining and Entertainment districts that includes modification to existing ordinances and owner-accountability systems	Kymerly Horner	December 1, 2016		

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
5. Revitalize Oxnard's downtown and pursue economic development opportunities.	5.a Develop a vision and plan (with timelines) for downtown revitalization to create a vibrant center for our community, emphasizing cultural arts, diversity and historic assets.	5.a.5 Develop a method to survey restaurants and retail businesses that close or leave the Downtown to learn from common issues for correction. Share this information with department(s) and/or City Council.	Kymberly Horner	September 1, 2016		

	On Schedule and within budget
	Behind schedule or exceeding budget
	Stopped – No Progress

ECONOMIC DEVELOPMENT STRATEGY

Purpose: 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.



**City Council
Strategic Priorities
2016-2018**

GOAL 1

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

OBJECTIVES

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

PERFORMANCE MEASURES

- Increase in annual number of new businesses opened in Oxnard by 5%.

GOAL 2

Enhance business development throughout the City.

OBJECTIVES

- Develop a strong citywide economy which attracts investment, increases the tax base, creates employment opportunities, and generates public revenue.
- Improve relationships and communication between the City and the business community.
- Capitalize on historic, cultural and natural resources.
- Public safety will collaborate with the business community to promote an environment that supports economic development.

PERFORMANCE MEASURES

- 10% Improvement in the building permit turnaround time.

GOAL 3

Enhance business retention and attraction.

OBJECTIVES

- Implement an economic development plan for attracting and retaining business.

PERFORMANCE MEASURES

- 5% improvement in City's annual retention rate.

GOAL 4

Implement a "one stop shop" effort at the City's Service Center.

OBJECTIVES

- Streamline internal process to ensure government efficiencies.

PERFORMANCE MEASURES

- Turnaround time for 1st plan checks is less than 4 weeks 90% of time.
- Turnaround time for discretionary permits is less than 6 months 90% of the time.
- Customer satisfaction surveys with approval ratings over 85%.

GOAL 5

Revitalize Oxnard's downtown and pursue economic development opportunities.

OBJECTIVES

- Develop a vision and plan (with timelines) for downtown revitalization to create a vibrant center for our community, emphasizing cultural arts, diversity, and historic assets.

PERFORMANCE MEASURES

- 5% increase in number of visitors/tourists to Oxnard for the next two years.



**INFRASTRUCTURE AND NATURAL RESOURCES STRATEGIC PRIORITY AREA
FY 16/17 and FY 17/18 TWO-YEAR BUSINESS PLAN**

***Purpose:** To establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding.*

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
1. Ensure Master plans for all City infrastructure are current, synchronized and consistent with the General Plan.	1.a. Complete the Public Works Integrated Master Plan.	1.a.1 Complete Water, Wastewater, and Storm Water master plans	Daniel Rydberg	06/30/16		
		1.a.2 Complete the Pavement Management Plan	Daniel Rydberg	9/30/16		
		1.a.3 Complete the Environmental Resources (ER) Master Plan	Daniel Rydberg	06/30/17		
		1.a.4 Complete a city-wide Parks Master Plan	Daniel Rydberg	12/31/16		
	1.b. Develop master plans for other City facilities and vehicles.	1.b.1 Complete Maintenance Services Master Plans (Parks, Facilities and Fleet) including Americans with Disabilities Act (ADA) plan and Landscape Standards.	Todd Vasquez-Housley	06/30/17		

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
2. Develop an asset management program that includes fleet, facilities, parks, streets, alleys, water, wastewater and storm water.	2.a. Develop a City-wide asset management program.	2.a.1. Evaluate current assets and methods for tracking them.	Keith Brooks	06/30/17		
		2.a.2. Identify priorities based on day-to-day operations, critical needs, condition, and use.	Todd Vasquez-Housley	06/30/17		
		2.a.3. Identify short term, midterm, long term projects	Todd Vasquez-Housley	06/30/17		
		2.a.4 Implement a computerized maintenance management system (CMMS) for all City assets.	Todd Vasquez-Housley	06/30/17		
	2.b Develop an asset management funding plan.	2.b.1. Evaluate Funding Sources for Asset Management	C.F.O.	06/30/17		
		2.b.2 Provide biannual updates on both assets and needs to Council.	C.F.O	12/31/17		
	2.c: Sell unneeded City assets.	2.c.1 Identify unneeded assets	Daniel Rydberg	06/30/17		
		2.c.2 Begin sales of assets	C.F.O.	06/30/18		

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
3. Ensure Funding is adequate to meet the goals of the master plans.	3.a. Maximize funding sources.	3.a.1 Develop a Measure “O” allocation plan that includes infrastructure improvements such as streets, City buildings, parks and other capital needs.	C.F.O.	6/30/17		
		3.a.2 Develop strategies and funding sources for alley maintenance.	C.F.O.	12/30/16		
		3.a.3 Develop strategies and funding sources for storm water program.	C.F.O.	12/30/16		
		3a.4 Apply for grants and loans through Watershed Protection District and State Water Bonds.	C.F.O.	12/30/16		
	3.b. Set rates and fees to fully recover cost.	3b.1. Update fees and charges.	C.F.O.	12/31/16		
		3b.2 Update utility rates	C.F.O.	12/31/16		

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.	4.a. Implement CIP plans.	4.a.1: Complete the balance of local street paving projects funded by Measure "O".	Daniel Rydberg	6/30/2017		
		4.a.2 Complete plans for Wastewater Treatment Plant urgent needs projects	Daniel Rydberg	6/30/2017		
		4.a.3 Complete plans to expand the Advanced Water Purification Facility (AWPF) production by 50%	Daniel Rydberg	9/30/17		
	4.b. Catch up on deferred maintenance for City facilities.	4.b.1 Coordinate maintenance functions Citywide to increase efficiency.	Todd Vasquez-Housley	12/31/16		
		4.b.2 Perform facility maintenance and equipment replacement per Asset Management Plans.	Todd Vasquez-Housley	12/31/17		

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
5. Ensure orderly development and long-range conservation and management of our natural resources and coastal assets.	5.a. Develop and implement a sustainability program.	5.a.1 Combine recycling and water conservation staff and create a Sustainability Manager position.	Daniel Rydberg	07/01/16		
		5.a.2 Develop a coordinated Solid Waste and Wastewater waste to energy plan.	Daniel Rydberg	06/30/17		
		5.a.3 Partner with the Nature Conservancy and Coastal Conservancy to develop the Ormond Beach Wetlands Restoration Plan with a long-term vision to attract tourism and protect.	Ashley Golden	07/31/17		
	5.b. Protect ocean and waterways.	5.b.1 Implement storm water BMPs.	Todd Vasquez-Housley	12/31/17		
		5.b.2 Update our local coastal plan (LCP) to provide orderly and long-range conservation and management of our coastal resources.	Ashley Golden	03/15/17		

	On Schedule and within budget
	Behind schedule or exceeding budget
	Stopped – No Progress

Purpose: To establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding.



**City Council
Strategic Priorities
2016-2018**

GOAL 1

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

OBJECTIVES

- Complete the Public Works Integrated Master Plan.
- Develop master plans for other City facilities and vehicles.
- Develop a City-wide asset management plan.

PERFORMANCE MEASURES

- Ensure integrated master plan is at least 70% implemented.

GOAL 2

Develop an asset management program that includes fleet, facilities, parks, streets, alleys, water, wastewater and stormwater.

OBJECTIVES

- Develop a City-wide asset management program.
- Develop an asset management funding plan.
- Sell unneeded City assets.

PERFORMANCE MEASURES

- Reduce maintenance backlog by 20% annually.

GOAL 3

Ensure funding is adequate to meet the goals of the master plans.

OBJECTIVES

- Maximize funding sources.
- Set rates and fees to fully recover cost.

PERFORMANCE MEASURES

- Increase number of grants applied for by 10%.

GOAL 4

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

OBJECTIVES

- Implement CIP plans.
- Catch up on deferred maintenance for City facilities.

PERFORMANCE MEASURES

- Complete 20% of CIP projects.

GOAL 5

Ensure orderly development and long-range conservation and management of our natural resources and coastal assets.

OBJECTIVES

- Develop and implement a sustainability program.
- Protect ocean and waterways.

PERFORMANCE MEASURES

- Ensure coastal plan is at least 25% implemented.

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
ADOPTING THE FISCAL YEARS 2016/17 AND 2017/18 STRATEGIC PRIORITIES,
WHICH INCLUDE QUALITY OF LIFE, ORGANIZATIONAL EFFECTIVENESS,
ECONOMIC DEVELOPMENT, AND INFRASTRUCTURE AND NATURAL
RESOURCES**

WHEREAS, the City Council held a Council workshop on October 29, 2015 to discuss Council priorities for the next two years, and

WHEREAS, four priority areas emerged during the workshop, which included Quality of Life, Organizational Effectiveness, Economic Development, and Infrastructure and Natural Resources, and

WHEREAS, the Quality of Life Strategic Plan includes three goals, eleven objectives, and twenty-eight actions/tasks, and

WHEREAS, the Organizational Effectiveness Strategic Plan includes three goals, eleven objectives, and thirty-five actions/tasks, and

WHEREAS, the Economic Development Strategic Plan includes five goals, eight objectives, and thirty-six actions/tasks, and

WHEREAS, the Infrastructure and Natural Resources Strategic Plan includes five goals, eleven objectives, and twenty-nine actions/tasks.

NOW, THEREFORE, the City Council of the City of Oxnard hereby resolves to adopt the four strategic priority areas set forth in the May 17, 2016, Strategic Priority staff report as Attachments B, C, D, and E, for Fiscal Years 2016/2017 and 2017/2018.

PASSED AND ADOPTED on this _____ day of May, 2016, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

Resolution No.

P a g e 2

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 1

DATE: May 17, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Daniel Martinez, City Clerk

SUBJECT: Minutes of the Regular Meetings of the Oxnard Community Development Successor Agency for October 20 and 27; November 3, 10 and 17; December 1, 8 and 15, 2015; January 5, 12, 19 and 26; February 2, 9 and 23; March 1, 15, 22 and 29; April 5, 12, 19 and 26; and May 3 and 10, 2016; and Minutes of the Special Meeting of the Oxnard Community Development Successor Agency for April 29, 2016.

CONTACT: Daniel Martinez, City Clerk
Daniel.Martinez@oxnard.org, 385-7803

RECOMMENDATION:

Approve.

ATTACHMENTS:

Attachment A - Draft Minutes SA 2015

Attachment B - Draft Minutes SA 2016

Attachment C - Draft Minutes Special Meeting 02-29-2016

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

Regular Meeting

October 20, 2015

A. ROLL CALL/POSTING OF AGENDA

At 6:07 p.m., the regular meeting of the Oxnard Community Development Commission Successor Agency convened in the Council Chambers concurrently with the Oxnard City Council.

Commissioners Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The Deputy Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Greg Nyhoff, Executive Director; Scott Whitney, Interim Assistant Executive Director; Stephen Fischer, Interim General Counsel; Ashley Golden, Development Services Director and Kymberly Horner, Economic Development Director.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMSC. CLOSED SESSIOND. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence.

E. CEREMONIAL CALENDARF. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDAG. REVIEW OF INFORMATION/CONSENT AGENDAH. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDAI. INFORMATION/CONSENT AGENDACity Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard Community Development Successor Agency for September 1, 15, 22 and October 6 and 13, 2015. (001)

RECOMMENDATION: Approve.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended. (MacDonald/Perello) Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn.

J. PUBLIC HEARINGSK. APPOINTMENT ITEMS

L. REPORTS

Community Development Department

1. SUBJECT: Sixth Amendment to the RiverPark Owner Participation Agreement (“RiverPark OPA”) and Corresponding Memorandum of Understanding. (021)

RECOMMENDATION: That the Oxnard Community Development Commission Successor Agency (“SA”): 1) Approve the proposed Sixth Amendment to the RiverPark OPA (A-5965) (Attachment 1) and authorize the Chairman (or designee) to execute the document with such non-substantive changes as may be acceptable to the SA’s Interim General Counsel and SA Special Counsel; and 2) Authorize the Executive Director of the SA (or designee) to prepare, revise and sign all associated documents necessary to carry out and implement the Sixth Amendment to the RiverPark OPA (A-5965), and to administer the SA’s obligations, responsibilities and duties thereto; and That the City Council of the City of Oxnard (“City”): 1) Approve the proposed Memorandum of Understanding (“MOU”) (Attachment 4) and authorize the Mayor (or designee) to execute the document with such non-substantive changes as may be acceptable to the Interim City Attorney and City Special Counsel; and 2) Authorize the City Manager (or designee) to prepare, revise and sign all associated documents necessary to carry out and implement the MOU, and to administer the City’s obligations, responsibilities and duties thereto.

DISCUSSION: The Economic Development Director reviewed proposed site of a “hotel” in the Riverpark area including: changes to Owner Participation Agreement (hotel type, rates, number of rooms), building of second hotel, approval rights and future sales taxes.

The Development Services Director stated an EIR was “not” necessary due to the fact that the site was zoned for hotel.

The Interim General Counsel reviewed entitlement right(s) of the developer.

Public comments received from: Larry Stein; Steve Nash; James Lavery; Aaron Starr and Pat Brown.

Andres Freeman, developer, commented on research to place hotel at the site and future projected sales taxes.

The Commissioners commented on: type of hotel to be sited at located; history of the RiverPark development; building a quality hotel and levee issue.

ACTION: Moved to have “Sixth Amendment to the “RiverPark OPA” and Corresponding Memorandum of Understanding” returned to staff in order to present other possible development options. (Flynn/Ramirez) Ayes: Perello, Flynn and Ramirez. Noes: MacDonald and Padilla.

RECESS

At 8:41 p.m., the Community Development Successor Agency City Council recessed and at 10:16 p.m., the Community Development Successor Agency reconvened.

L. REPORTS

2. SUBJECT: Revised Long-Range Property Management Plan. (057)

RECOMMENDATION: Adopt **Resolution No. 18** Approving the Revised Long-Range Property Management Plan (the “LRPMP”) prepared pursuant to Health and Safety Code Section 34191.5.

DISCUSSION: Matt MacClusly, Kosmost outlined State regulation changes and possible Successor Agency options including sale of properties, government use of property, status of parking sites and possible downtown mix-use development.

The Development Services Director review parking options and parking policies of other cities.

Public comment was received from: Larry Stein.

The Commissioners Council discussed: potential downtown development; density bonus; needed income to support a downtown and comparison of other cities parking policy.

ACTION: Approved as recommended. (Padilla/Ramirez). Ayes: Perello, Flynn, Ramirez, MacDonald and Padilla.

M. REPORT OF EXECUTIVE DIRECTOR

N. SUCCESSOR AGENCY BUSINESS/COMMITTEE REPORTS

O. PUBLIC COMMENTS ON REPORTS

P. PUBLIC COMMENTS ON STUDY SESSION

Q. STUDY SESSION

CITY COUNCIL

At 10:57 p.m., the joint meeting with the City Council concluded.

T. ADJOURNMENT

At 10:57 p.m., the Community Development Commission Successor Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

Regular Meeting

October 27, 2015

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
November 3, 2015

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
November 10, 2015

A. ROLL CALL/POSTING OF AGENDA

At 6:07 p.m., the regular meeting of the Oxnard Community Development Commission Successor Agency convened in the Council Chambers concurrently with the Oxnard City Council, Housing Authority and Financing Authority. Commissioners Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Flynn presided and called the meeting to order.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Staff members present were: Daniel Martinez, Secretary Designate; Greg Nyhoff, Executive Director; Maria Hurtado, Assistant Executive Director; Scott Whitney, Assistant Executive Director City Manager; Stephen Fischer, Interim General Counsel and Kymberly Horner, Economic Development Director.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. REVIEW OF INFORMATION/CONSENT AGENDA

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

I. INFORMATION/CONSENT AGENDA

J. PUBLIC HEARINGS

K. APPOINTMENT ITEMS

L. REPORTS

N. COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
BUSINESS/COMMITTEE REPORTS

1. SUBJECT: 2016 Meeting Schedule for Legislative Bodies. (659)
RECOMMENDATION: The Community Development Commission Successor Agency meet on the following dates during the calendar year 2016: January 5, 12 and 26, February 2, 9 and 23, March 1, 15, and 22, April 5, 12, 19 and 26*, May 3, 10, 17 and 24*, June 7, 14, 21 and 28*, July 12, 19 and 26, August **NO MEETINGS**, September 6, 13 and 20, October 4, 11, 18 and 25, November 1 and 15, and December 6, 13 and 20.

DISCUSSION: The Commissioners discussed “not” having a meeting on election night, November 8, 2016 and other possible meeting dates.

ACTION: Approved as recommended with November 8, 2016 (election night) removed from schedule and scheduling the fifth Tuesday of the month for a meeting except after a holiday. (Ramirez/MacDonald). Ayes: MacDonald, Padilla, Flynn and Ramirez. Noes: Perello. (stated his belief that more meetings should be scheduled).

M. REPORT OF EXECUTIVE DIRECTOR

CITY COUNCIL/HOUSING AUTHORITY/ FINANCING AUTHORITY

At 10:41 p.m. the joint meetings with the City Council, Housing Authority and Financing Authority concluded.

T. ADJOURNMENT

At 10:41 p.m. the Community Development Commission Successor Agency concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairman

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

Regular Meeting
November 17, 2015

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
December 1, 2015

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

Regular Meeting
December 8, 2015

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

Regular Meeting
December 15, 2015

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD COMMUNITY DEVELOPMENT SUCCESSOR AGENCY

Regular Meeting

January 5, 2016

A. ROLL CALL/POSTING OF AGENDA

At 6:09p.m., the regular meeting of the Oxnard Community Development Successor Agency concurrently with the Oxnard City Council convened in the Council Chambers. Commissioners Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Maria Hurtado, Assistant Executive Director; Scott Whitney, Assistant Executive Director; Jefferson Billingsley, Deputy City Attorney and Kymberly Horner, Economic Development Director.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMSC. CLOSED SESSIOND. OPENING CEREMONIESE. CEREMONIAL CALENDAR

The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDAG. REVIEW OF INFORMATION/CONSENT AGENDAH. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDAI. INFORMATION/CONSENT AGENDAJ. PUBLIC HEARINGSK. APPOINTMENT ITEMSL. REPORTSM. REPORT OF EXECUTIVE DIRECTOR

1. SUBJECT: Receive Verbal Report on Oxnard Community Development Commission Successor Agency and Update Status of Redevelopment Activities in the City of Oxnard.

RECOMMENDATION: Receive and consider report.

DISCUSSION: The Economic Development Director commented on the transfer of parking lots, Visitor Center and Heritage Hall to the City. She also commented on the long-range plan of former redevelopment properties for sale and future downtown development planning.

Public comments received from: Greg Kenny; Steve Nash and Abel Magana.

The Successor Agency Commissioners discussed possible grouping of properties for development of downtown, public information outreach, City's rights and State regarding liquidation requirements.

ACTION: The Commissioners provided comments and directions to staff.

CITY COUNCIL

At 10:58 p.m. the joint meeting with the City Council concluded.

N. SUCCESSOR AGENCY BUSINESS/COMMITTEE REPORTS

O. PUBLIC COMMENTS ON REPORTS

P. PUBLIC COMMENTS ON STUDY SESSION

Q. STUDY SESSION

R. ADJOURNMENT

At 10:58 a.m., the Community Development Successor Agency concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

Regular Meeting

January 12, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD COMMUNITY DEVELOPMENT SUCCESSOR AGENCY

Regular Meeting

January 19, 2016

A. ROLL CALL/POSTING OF AGENDA

At 6:09p.m., the regular meeting of the Oxnard Community Development Successor Agency concurrently with the Oxnard City Council convened in the Council Chambers. Commissioners Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Maria Hurtado, Assistant Executive Director; Scott Whitney, Assistant Executive Director; Jefferson Billingsley, Deputy City Attorney and Kymberly Horner, Economic Development Director.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMSC. CLOSED SESSIOND. OPENING CEREMONIESE. CEREMONIAL CALENDARF. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDAG. REVIEW OF INFORMATION/CONSENT AGENDAH. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDAI. INFORMATION/CONSENT AGENDAJ. PUBLIC HEARINGSK. APPOINTMENT ITEMSL. REPORTSM. REPORT OF EXECUTIVE DIRECTOR

1. SUBJECT: Receive Verbal Report on Oxnard Community Development Commission Successor Agency and Update Status of Redevelopment Activities in the City of Oxnard.
RECOMMENDATION: Receive and consider report.
DISCUSSION: The Economic Development Director commented on the transfer of parking lots, Visitor Center and Heritage Hall to the City. She also commented on the long-range plan of former redevelopment properties for sale and future downtown development planning.

Public comments received from: Greg Kenny; Steve Nash and Abel Magana.

The Successor Agency Commissioners discussed possible grouping of properties for development of downtown, public information outreach, City's rights and State regarding liquidation requirements.

ACTION: The City Council provided comments and directions to staff.

CITY COUNCIL

At 10:58 p.m. the joint meeting with the City Council concluded.

N. SUCCESSOR AGENCY BUSINESS/COMMITTEE REPORTS

O. PUBLIC COMMENTS ON REPORTS

P. PUBLIC COMMENTS ON STUDY SESSION

Q. STUDY SESSION

R. ADJOURNMENT

At 10:58 a.m., the Community Development Successor Agency concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

Regular Meeting

January 26, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

Regular Meeting

February 2, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

Regular Meeting

February 9, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

Regular Meeting
February 23, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
March 1, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY Regular Meeting March 15, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
March 22, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

Regular Meeting

March 29, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

Regular Meeting

April 5, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

Regular Meeting

April 12, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

Regular Meeting

April 19, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

Regular Meeting

April 26, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

Regular Meeting

May 3, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

Regular Meeting

May 10, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

Special Meeting
February 29, 2016

A. ROLL CALL/POSTING OF AGENDA

At 6:07 p.m., the special meeting of the Oxnard Community Development Commission Successor Agency convened in the Council Chambers concurrently with the Oxnard City Council. Commissioners Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Greg Nyhoff, Executive Director; Scott Whitney, Interim Assistant Executive Director and Stephen Fischer, Interim General Counsel.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public comments were received from: Larry Stein; Nancy Pedersen; Peggy Rivera and Pat Brown.

C. CLOSED SESSION

At 5:22 p.m. the City Council recessed while the Oxnard Community Development Commission Successor Agency (Successor Agency) held a closed session, pursuant to Government Code section 54956.9(d)(4), based on existing facts and circumstances, to decide whether to initiate litigation in one potential case.

The Successor Agency also recessed to a closed session, pursuant to Government Code section 54956.8 to give instructions to its negotiators, Greg Nyhoff, Executive Director, and Kymberly Horner, Economic Development Director, concerning negotiations with The Nature Conservancy, regarding the price and terms of payment for the potential sale of APN No. 231-0-092-235, approximately 13.06 acres of land located south of Magellan Avenue and east of Perkins Road.

At 6:51 p.m. the closed session of the Successor Agency recessed while the City Council held a closed session.

At 8:16 p.m. the Successor Agency reconvened.

D. ADJOURNMENT

At 8:17 p.m. the Community Development Commission Successor Agency concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairman



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 2

DATE: May 17, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

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 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, which are described on the attached list.

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

Funding information is included on the attached list.

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.

City Manager Contract List
May 17, 2016
Page 2

ATTACHMENTS:

City Manager Contract List

City Manager Contract List for 05/17/2016

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

A First Amendment to Consulting Services Agreement

Vendor: MV Cheng & Associates
Type: Amendment
Agreement No.: A-7867
Amendment No.: 1
Purchase Order No.: 5832
Begin Date: 02/23/2016
End Date: 12/31/2016
Term: 10 months

Amount to be Approved: \$50,000
Current FY Amount: \$24,000
Total Contract Amount: \$74,000
Funding Source: General Fund
Vendor Selection Process: Negotiated Contract
of Bids/Proposals/Quotes: N/A
Project Manager: Christine Williams
Department: Finance
Telephone: 385-7468
Email: christine.williams@oxnard.org

Purpose:

Staff is requesting an amendment to the MV Cheng & Associates in the amount of \$50,000. Consultant is providing accounting services to the City of Oxnard Finance Department. Services are needed to assist with the Fiscal Year 2014-15 audit and backlog of financial processes. Accounting services include, but are not limited to the following:

- Grants management which will include grants reconciliation and analysis and assistance with compliance with State, Federal and other applicable laws.
- Other miscellaneous general accounting services.

Finance Department staff contacted five firms for assistance, and MV Cheng & Associates, was one of three selected due to availability and qualified personnel. The First Amendment will increase the cost of the agreement by \$50,000 for a total amount not to exceed \$74,000.

B Purchase 15 sets of turnouts (pants/jackets)

Vendor: AllStar Fire Equipment
Type: Purchase Order
Agreement No.: n/a
Amendment No.: N/A
Purchase Order No.: 5833
Begin Date:
End Date:
Term: n/a

Amount to be Approved: \$36,327
Current FY Amount: \$36,327
Total Contract Amount: \$36,327
Funding Source: General Fund and Measure O
Vendor Selection Process: Informal Bids
of Bids/Proposals/Quotes: 3
Project Manager: Darwin Base
Department: Fire Department
Telephone: 385-7708
Email: darwin.base@oxnard.org

Purpose:

Staff is requesting authorization to purchase 15 turnout pants and 15 turnout jackets, required equipment for firefighter safety. Pursuant the City's Purchasing Policies, three informal bids were obtained for the turnouts. Three vendors provided bids. AllStar Fire Equipment was selected as the lowest responsible bidder.

This Page Intentionally Left Blank



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 3

DATE: May 17, 2016

TO: City Council

FROM: Kymberly Horner, ED Director

SUBJECT: Transfer and Acceptance of Certain Real Property from the Oxnard Community Development Commission Successor Agency to the City of Oxnard for Continued Government Use.

CONTACT: Kymberly Horner, Economic Development
Kymberly.Horner@oxnard.org, 385-7853

RECOMMENDATION:

That the Oxnard Community Development Commission Successor Agency ("SA") adopt a Resolution recommending that its Oversight Board ("OB") approve the transfer of certain real property to the City of Oxnard for governmental use and taking actions related thereto.

That the City Council adopt a Resolution approving and accepting the transfer of certain real property from the SA to the City for governmental use and taking actions related thereto.

BACKGROUND

As described in the Recitals contained in each Resolution attached hereto, the dissolution of the redevelopment in California entails the inter-related involvement of the SA, OB and City in an assortment of steps leading to the disposition of all assets previously held by the former Oxnard Community Development Commission ("CDC"). Among those steps is the process by which real property interests of the former CDC are terminated and made available for ownership and reuse by entities other than the CDC.

In fulfilling its statutory obligations, the SA formulated a Long Range Property Management Plan ("LRPMP") to guide the disposition process. The LRPMP was subsequently approved by the OB and submitted to the California Department of Finance ("DOF") for its review on November 29, 2013. The document was subsequently modified and resubmitted to DOF on November 5, 2015. The DOF, by letter dated December 31, 2015, issued its determination on

SA Transfer and Acceptance of Certain Real Property from CDCSA to City

May 17, 2016

Page 2

the LRPMP, as revised, approving the disposition and use of all the properties listed in the LRPMP.

In sum total, the former CDC holds title to 51 separate properties. Of this total, 38 properties have been identified and approved by DOF for governmental use. The remaining 13 properties are classified as being “For Sale” and will be available for purchase by private parties through process yet to be determined. In the meantime, the expressed purpose of this agenda item is to authorize the “no-cost” transfer of the 38 properties to the City for their continued existing public purpose (i.e., parking lots, alleys, sidewalks, etc.). A complete listing of these properties appears in Exhibit A of each attached Resolution and a definitive description of each is available at:

[http://communitydevelopment.cityofoxnard.org/uploads/OB%20-%20Long-Range%20Property%20Management%20Plan%20\(11-21-13\).pdf](http://communitydevelopment.cityofoxnard.org/uploads/OB%20-%20Long-Range%20Property%20Management%20Plan%20(11-21-13).pdf)

ENVIRONMENTAL IMPACT

The transfer of title from one public entity to another does not trigger environmental review insofar as no changes are proposed in the underlying use of properties involved.

FINANCIAL IMPACT

The transfer of these properties will require the City to pay the Property Based Improvement District (“PBID”) assessments, as well as Heritage Square Property Owner Association (“HSPOA”) for the two properties located at Heritage Square. The Annual PBID Assessment is approximately \$30,000 per year. The HSPOA are approximately \$622.00 per month for Heritage Hall and \$94.50 per month for the Pump House (Visitor’s Center). The total HSPOA obligation is approximately \$8,603.28. The total obligation resulting from the transfer of these properties is \$38,603.28 and will be included in the Recommended FY16-17 Budget. The PBID assessments as well as the HSPOA dues are covered by the Successor Agency until July, 1 2016.

ATTACHMENTS:

Attachment A - Successor Agency Resolution

Attachment B - City Council Resolution

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

RESOLUTION NO. ____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY APPROVING, AND RECOMMENDING TO ITS OVERSIGHT BOARD APPROVAL OF, (1) THE TRANSFER OF CERTAIN REAL PROPERTY TO THE CITY OF OXNARD FOR GOVERNMENTAL USE PURSUANT TO THE LONG RANGE PROPERTY MANAGEMENT PLAN APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCE ON DECEMBER 31, 2015; (2) THE GRANT DEEDS TO EFFECTUATE SAID DISPOSITION OF THE GOVERNMENTAL USE PROPERTY; AND (3) RELATED ACTIONS.

WHEREAS, Assembly Bill No. X1 26 (2011-2012 1st Ex. Sess.) (referred to herein as the “Dissolution Act”) was signed by the Governor of California on June 28, 2011, making certain changes to the California Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the California Health and Safety Code) (the “Redevelopment Law”) and to the California Health and Safety Code (“H&S Code”) including adding Part 1.8 (commencing with Section 34161) (“Part 1.8”) and Part 1.85 (commencing with Section 34170) (“Part 1.85”) to Division 24 of the H&S Code; and

WHEREAS, on December 29, 2011, the California Supreme Court delivered its decision in *California Redevelopment Association v. Matosantos*, finding the Dissolution Act largely constitutional and reformed certain deadlines set forth in the Dissolution Act; and

WHEREAS, pursuant to the Dissolution Act, as modified by the California Supreme Court on December 29, 2011 by its decision in *California Redevelopment Association v. Matosantos*, all California redevelopment agencies, including the Oxnard Community Development Commission (“Former CDC”), were dissolved on February 1, 2012, and successor agencies were designated and vested with the responsibility of paying, performing and enforcing the enforceable obligations of the former redevelopment agencies and expeditiously winding down the business and fiscal affairs of the former redevelopment agencies; and

WHEREAS, the City Council of the City of Oxnard adopted Resolution 14,135 on January 10, 2012, pursuant to Part 1.85 of the Dissolution Act, accepting for the City of Oxnard (“City”) the role of Successor Agency to the Former CDC (“Successor Agency”); and

WHEREAS, the Successor Agency is a separate legal entity with rules and regulations that apply to the governance and operations of the Successor Agency; and

WHEREAS, the Dissolution Act was amended by Assembly Bill No. 1484 (“AB 1484”) on June 27, 2012, which, among other things, imposed procedures for the Successor Agency’s disposition of certain Former CDC-owned real property including the required preparation of a Long Range Property Management Plan (“LRPMP”) specifying the use and disposition of all such property and for the required approval of the LRPMP by the California Department of

Resolution No. _____

Page 2 of 5

Finance (“DOF”). The Dissolution Act has since been further amended by Assembly Bill No. 1585, Senate Bill No. 341, Assembly Bill No. 471 and Senate Bill No. 107; and

WHEREAS, pursuant to the Dissolution Act, each successor agency shall have an oversight board with fiduciary responsibilities to holders of enforceable obligations and to the taxing entities that benefit from distributions of property taxes and other revenues pursuant to H&S Code Section 34188 of the Dissolution Act; and

WHEREAS, the oversight board has been established for the Successor Agency (hereinafter referred to as “Oversight Board”) and all seven (7) members have been appointed to the Oversight Board pursuant to H&S Code Section 34179. The duties and responsibilities of the Oversight Board are primarily set forth in H&S Code Sections 34179 through 34181 of the Dissolution Act; and

WHEREAS, pursuant to H&S Code Section 34191.5(b) of the Dissolution Act, on November 29, 2013, the Successor Agency prepared and submitted to the DOF for approval its LRPMP, as approved by its Oversight Board, that addressed the disposition and use of certain real properties of the Former CDC. On November 5, 2015, the Successor Agency prepared and submitted to the DOF for approval a revised LRPMP, as approved by its Oversight Board, that addressed the disposition of certain parcels of the Former CDC, including the subject Governmental Use Property (defined below), as described in the revised LRPMP; and

WHEREAS, the DOF, by letter dated December 31, 2015, issued its determination on the LRPMP, as revised, approving the Successor Agency’s use and disposition of all the properties listed in the LRPMP. The DOF’s letter acknowledges the Successor Agency’s submittal of its LRPMP on November 29, 2013 and the revised LRPMP on November 5, 2015; and

WHEREAS, the DOF-approved LRPMP provides for the transfer to the City of that certain real property described on the attached Exhibit A (collectively, “Governmental Use Property”) for governmental use; and

WHEREAS, pursuant to the LRPMP, the Successor Agency desires to transfer the Governmental Use Property to the City for governmental use; and

WHEREAS, the activity proposed for approval by this Resolution has been reviewed with respect to applicability of the California Environmental Quality Act (“CEQA”), the State CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 *et seq.*, hereafter the “Guidelines”), and the City’s environmental evaluation procedures. The activity proposed for approval by this Resolution is not a “project” for purposes of CEQA, as that term is defined by Guidelines Section 15378, because the activity is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per Section 15378(b)(5) of the Guidelines; and

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

Resolution No. _____

Page 3 of 5

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Governing Board of the Oxnard Community Development Commission Successor Agency, as follows:

SECTION 1. The foregoing recitals are true and correct and are a substantive part of this Resolution.

SECTION 2. The Successor Agency Board has received and heard all oral and written objections to the Successor Agency's proposed transfer of the Governmental Use Property to the City for governmental use, and to other matters pertaining to this transaction, and that all such oral and written objections are hereby overruled.

SECTION 3. The Successor Agency hereby approves, and recommends to its Oversight Board approval of, the transfer and acceptance of the Governmental Use Property from the Successor Agency to the City for governmental use, pursuant to the DOF-approved LRPMP.

SECTION 4. The Successor Agency hereby approves, and recommends to its Oversight Board the approval of, the Grant Deeds, each in substantial form as the form of Grant Deed attached to the _____, 2016 joint City and Successor Agency staff report, Agenda Item No. _____, in order to effectuate the Successor Agency's disposition of the Governmental Use Property to the City.

SECTION 5. The Successor Agency Board hereby authorizes and directs, and recommends to its Oversight Board that it authorize and direct, the Executive Director of the Successor Agency, or designee, (i) to take all actions and to execute any and all documents, instruments, and agreements necessary or desirable on behalf of the Successor Agency, as approved by the Executive Director and Successor Agency General Counsel, including, without limitation, the Grant Deeds, in order to implement and effectuate the transfer of the Governmental Use Property from the Successor Agency to the City, and to effectuate all other actions approved by this Resolution, including, without limitation, approving changes, implementations, or revisions to documents, instruments, and agreements as determined necessary by the Executive Director, or designee, and (ii) to administer the Successor Agency's obligations, responsibilities, and duties to be performed pursuant to this Resolution and all documents, instruments, and agreements required by and for the transfer of the Governmental Use Property from the Successor Agency to the City.

SECTION 6. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, then such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Successor Agency declares that its Board would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

SECTION 7. The adoption of this Resolution is not intended to and shall not constitute a waiver by the Successor Agency of any constitutional, legal or equitable rights that the Successor Agency may have to challenge, through any administrative or judicial proceedings, the effectiveness and/or legality of all or any portion of the Dissolution Act, any determinations rendered or actions or omissions to act by any public agency or government entity or division in

Resolution No. _____

Page 4 of 5

the implementation of the Dissolution Act, and any and all related legal and factual issues, and the Successor Agency expressly reserves any and all rights, privileges, and defenses available under law and equity.

SECTION 8. The Successor Agency hereby determines that the activity approved by this Resolution is not a “project” for purposes of CEQA, as that term is defined by Guidelines Section 15378, because the activity approved by this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per Section 15378(b)(5) of the Guidelines.

SECTION 9. This Resolution shall take effect upon the date of its adoption.

PASSED, APPROVED AND ADOPTED, by the Governing Board of the Oxnard Community Development Commission Successor Agency at its meeting held on the _____ day of _____, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Chairperson

ATTEST:

Daniel Martinez, Secretary Designate

APPROVED AS TO FORM:

Stephen M. Fischer, Successor Agency Counsel

Exhibit A

Governmental Use Property

LRPMP Description	Assessor Parcel Number
A-1: 326 South B Street	202-0-094-155
A-2	202-0-094-185
A-3	202-0-094-205
A-4	202-0-094-225
B-1	201-0-160-010
B-2	201-0-160-020
B-3	201-0-170-545
B-4	201-0-113-190
C-1	202-0-101-205
C-2	202-0-101-225
C-3	202-0-101-360
C-4	202-0-101-405
C-6	202-0-101-435
D-1	202-0-106-265
D-2	202-0-106-285
D-3	202-0-106-320
E-1: 157 Enterprise Street	201-0-160-070
E-2: 147 Enterprise Street	201-0-160-090
E-3: 400 South Oxnard Boulevard	201-0-160-120
E-4	201-0-160-130
E-5	201-0-211-040
E-6: 159 East Fifth Street	201-0-211-120
E-7	201-0-211-360
F-1	202-0-103-115
F-3	202-0-103-175
F-5	202-0-103-225
F-6	202-0-103-235
G-1: 538 South B Street	202-0-105-120
G-2	202-0-105-170
G-3	202-0-105-195
G-4	202-0-105-210
G-5	202-0-105-235
G-6	202-0-105-260
G-7	202-0-105-305
H-1	202-0-107-195
H-2	202-0-107-215
J-2: 715 South A Street	202-0-144-240
J-3: 731 South A Street	202-0-144-280

CITY OF OXNARD

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING (1) THE TRANSFER AND ACCEPTANCE OF CERTAIN REAL PROPERTY FROM THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY FOR GOVERNMENTAL USE PURSUANT TO THE LONG RANGE PROPERTY MANAGEMENT PLAN APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCE ON DECEMBER 31, 2015; (2) THE GRANT DEEDS TO EFFECTUATE SAID DISPOSITION OF THE GOVERNMENTAL USE PROPERTY; AND (3) RELATED ACTIONS.

WHEREAS, Assembly Bill No. X1 26 (2011-2012 1st Ex. Sess.) (referred to herein as the “Dissolution Act”) was signed by the Governor of California on June 28, 2011, making certain changes to the California Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the California Health and Safety Code) (the “Redevelopment Law”) and to the California Health and Safety Code (“H&S Code”) including adding Part 1.8 (commencing with Section 34161) (“Part 1.8”) and Part 1.85 (commencing with Section 34170) (“Part 1.85”) to Division 24 of the H&S Code; and

WHEREAS, on December 29, 2011, the California Supreme Court delivered its decision in *California Redevelopment Association v. Matosantos*, finding the Dissolution Act largely constitutional and reformed certain deadlines set forth in the Dissolution Act; and

WHEREAS, pursuant to the Dissolution Act, as modified by the California Supreme Court on December 29, 2011 by its decision in *California Redevelopment Association v. Matosantos*, all California redevelopment agencies, including the Oxnard Community Development Commission (“Former CDC”), were dissolved on February 1, 2012, and successor agencies were designated and vested with the responsibility of paying, performing and enforcing the enforceable obligations of the former redevelopment agencies and expeditiously winding down the business and fiscal affairs of the former redevelopment agencies; and

WHEREAS, the City Council of the City of Oxnard adopted Resolution 14,135 on January 10, 2012, pursuant to Part 1.85 of the Dissolution Act, accepting for the City of Oxnard (“City”) the role of Successor Agency to the Former CDC (“Successor Agency”); and

WHEREAS, the Successor Agency is a separate legal entity with rules and regulations that apply to the governance and operations of the Successor Agency; and

WHEREAS, the Dissolution Act was amended by Assembly Bill No. 1484 (“AB 1484”) on June 27, 2012, which, among other things, imposed procedures for the Successor Agency’s disposition of certain Former CDC-owned real property including the required preparation of a Long Range Property Management Plan (“LRPMP”) specifying the use and disposition of all such property and for the required approval of the LRPMP by the California Department of Finance (“DOF”). The Dissolution Act has since been further amended by Assembly Bill No.

Resolution No. _____
Page 2 of 5

1585, Senate Bill No. 341, Assembly Bill No. 471 and Senate Bill No. 107; and

WHEREAS, pursuant to the Dissolution Act, each successor agency shall have an oversight board with fiduciary responsibilities to holders of enforceable obligations and to the taxing entities that benefit from distributions of property taxes and other revenues pursuant to H&S Code Section 34188 of the Dissolution Act; and

WHEREAS, the oversight board has been established for the Successor Agency (hereinafter referred to as “Oversight Board”) and all seven (7) members have been appointed to the Oversight Board pursuant to H&S Code Section 34179. The duties and responsibilities of the Oversight Board are primarily set forth in H&S Code Sections 34179 through 34181 of the Dissolution Act; and

WHEREAS, pursuant to H&S Code Section 34191.5(b) of the Dissolution Act, on November 29, 2013, the Successor Agency prepared and submitted to the DOF for approval its LRPMP, as approved by its Oversight Board, that addressed the disposition and use of certain real properties of the Former CDC. On November 5, 2015, the Successor Agency prepared and submitted to the DOF for approval a revised LRPMP, as approved by its Oversight Board, that addressed the disposition of certain parcels of the Former CDC, including the subject Governmental Use Property (defined below), as described in the revised LRPMP; and

WHEREAS, the DOF, by letter dated December 31, 2015, issued its determination on the LRPMP, as revised, approving the Successor Agency’s use and disposition of all the properties listed in the LRPMP. The DOF’s letter acknowledges the Successor Agency’s submittal of its LRPMP on November 29, 2013 and the revised LRPMP on November 5, 2015; and

WHEREAS, the DOF-approved LRPMP provides for the transfer to the City of that certain real property described on the attached Exhibit A (collectively, “Governmental Use Property”) for governmental use; and

WHEREAS, pursuant to the LRPMP, the City desires to accept the Successor Agency’s proposed transfer of the Governmental Use Property for governmental use; and

WHEREAS, the activity proposed for approval by this Resolution has been reviewed with respect to applicability of the California Environmental Quality Act (“CEQA”), the State CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 *et seq.*, hereafter the “Guidelines”), and the City’s environmental evaluation procedures. The activity proposed for approval by this Resolution is not a “project” for purposes of CEQA, as that term is defined by Guidelines Section 15378, because the activity is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per Section 15378(b)(5) of the Guidelines; and

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

Resolution No. _____

Page 3 of 5

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the City Council of the City of Oxnard, as follows:

SECTION 1. The foregoing recitals are true and correct and are a substantive part of this Resolution.

SECTION 2. The City Council has received and heard all oral and written objections to the City's proposed acceptance of the Governmental Use Property from the Successor Agency for governmental use, and to other matters pertaining to this transaction, and that all such oral and written objections are hereby overruled.

SECTION 3. The transfer and acceptance of the Governmental Use Property from the Successor Agency to the City for governmental use, pursuant to the DOF-approved LRPMP, is hereby approved.

SECTION 4. The Grant Deeds, each in substantial form as the form of Grant Deed attached to the _____, 2016 joint City and Successor Agency staff report, Agenda Item No. _____, in order to effectuate the Successor Agency's disposition of the Governmental Use Property to the City, are hereby approved.

SECTION 5. The City Council hereby authorizes and directs the City Manager, or designee, (i) to take all actions and to execute any and all documents, instruments, and agreements necessary or desirable on behalf of the City, as approved by the City Manager and Interim City Attorney, including, without limitation, the Grant Deeds, in order to implement and effectuate the transfer and acceptance of the Governmental Use Property from the Successor Agency to the City, and to effectuate all other actions approved by this Resolution, including, without limitation, approving changes, implementations, or revisions to documents, instruments, and agreements as determined necessary by the City Manager, or designee, and (ii) to administer the City's obligations, responsibilities, and duties to be performed pursuant to this Resolution and all documents, instruments, and agreements required by and for the transfer and acceptance of the Governmental Use Property from the Successor Agency.

SECTION 6. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, then such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City declares that the City Council would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

SECTION 7. The adoption of this Resolution is not intended to and shall not constitute a waiver by the City of any constitutional, legal or equitable rights that the City may have to challenge, through any administrative or judicial proceedings, the effectiveness and/or legality of all or any portion of the Dissolution Act, any determinations rendered or actions or omissions to act by any public agency or government entity or division in the implementation of the Dissolution Act, and any and all related legal and factual issues, and the City expressly reserves any and all rights, privileges, and defenses available under law and equity.

Resolution No. _____

Page 4 of 5

SECTION 8. The City hereby determines that the activity approved by this Resolution is not a “project” for purposes of CEQA, as that term is defined by Guidelines Section 15378, because the activity approved by this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per Section 15378(b)(5) of the Guidelines.

SECTION 9. This Resolution shall take effect upon the date of its adoption.

PASSED, APPROVED AND ADOPTED, by the City Council of the City of Oxnard at its meeting held on the _____ day of _____, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Exhibit A

Governmental Use Property

LRPMP Description	Assessor Parcel Number
A-1: 326 South B Street	202-0-094-155
A-2	202-0-094-185
A-3	202-0-094-205
A-4	202-0-094-225
B-1	201-0-160-010
B-2	201-0-160-020
B-3	201-0-170-545
B-4	201-0-113-190
C-1	202-0-101-205
C-2	202-0-101-225
C-3	202-0-101-360
C-4	202-0-101-405
C-6	202-0-101-435
D-1	202-0-106-265
D-2	202-0-106-285
D-3	202-0-106-320
E-1: 157 Enterprise Street	201-0-160-070
E-2: 147 Enterprise Street	201-0-160-090
E-3: 400 South Oxnard Boulevard	201-0-160-120
E-4	201-0-160-130
E-5	201-0-211-040
E-6: 159 East Fifth Street	201-0-211-120
E-7	201-0-211-360
F-1	202-0-103-115
F-3	202-0-103-175
F-5	202-0-103-225
F-6	202-0-103-235
G-1: 538 South B Street	202-0-105-120
G-2	202-0-105-170
G-3	202-0-105-195
G-4	202-0-105-210
G-5	202-0-105-235
G-6	202-0-105-260
G-7	202-0-105-305
H-1	202-0-107-195
H-2	202-0-107-215
J-2: 715 South A Street	202-0-144-240
J-3: 731 South A Street	202-0-144-280



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 4

DATE: May 17, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Daniel Rydberg, Public Works Director

SUBJECT: Pfeiler Landscape Maintenance District #51 Fence Replacement Project.

CONTACT: Ralph Alamillo, Public Works
Ralph.Alamillo@oxnard.org, 385-8341

RECOMMENDATION:

That City Council: 1) Award Contract A-7882 to the lowest responsible and responsive bidder, Fence Factory, in the amount of \$40,962 for the replacement of two deteriorated water detention basin fences located at Juanita Avenue and Cesar Chavez Drive in the Pfeiler Landscape Maintenance District # 51 and authorize the City Manager to execute the contract.; and 2) Approve a budget appropriation in the amount of \$50,000 from the Pfeiler Landscape Maintenance District # 51 Fund.

BACKGROUND

Development of the West Village neighborhood was completed in 2005 and the Landscape Maintenance District was created and named the Pfeiler Landscape Maintenance District #51. Fencing was installed around the perimeter of the neighborhood and around the water detention basins as part of the Development of the neighborhood. The original fences at Juanita Avenue and Cesar Chavez Drive have been damaged, deteriorated and are in need of complete replacement.

Replacement of the original fences is a high priority. They are an eyesore and unable to provide the level of security intended. In accordance with the City's Purchasing Manual, Chapter 4, Section 4.2, an informal Request for Bids was issued to three companies to replace the fencing.

Pfeiler Landscape Maintenance District #51 Fence Replacement Project

May 17, 2016

Page 2

Fence Factory, Fence Works, and Magnum Fence all provided bids in the amounts listed in the following table:

Fence Factory	\$40,962
Fence Works	\$44,919
Magnum Fence	\$53,142.60

City procurement staff have reviewed all documentation received from Fence Factory and have verified possession of required licenses; reviewed the Occupational Safety & Health Administration (OSHA) web site for safety violations; and reviewed legal records for debarment and any labor compliance issues. Therefore, the bid received from Fence Factory has been found to be a responsible and responsive bid.

The bid cost of \$40,962 is 8.4% above the engineers estimate of \$37,800. The total project cost is now \$49,154.

Estimated Total Project Costs:

Contract Price	\$40,962
Contract Contingencies	\$ 4,096
Services from other Programs	<u>\$ 4,096</u>
TOTAL ESTIMATE OF PROJECT COST	\$49,154

Costs other than the contract price include contingencies, services from other programs (city staff time for contract administration, construction management, and inspection).

FINANCIAL IMPACT

The recommended budget appropriation from the Pfeiler Landscape Maintenance District #51 Fund Balance in the amount of \$50,000 will cover the cost of this project.

ATTACHMENTS:

Attachment A - Contract No. A-7882

Attachment B - Budget Appropriation

**CITY OF OXNARD
PUBLIC WORK CONTRACT**

DATE OF CONTRACT: May 17, 2016
NAME OF CONTRACTOR: Fence Factory
ADDRESS: 1606 Los Angeles Ave.
Ventura, CA 93004
Phone: 805-485-8831 Fax: 805-642-1374

PROJECT DESCRIPTION: Replacement of two deteriorated water detention basin fences located at two locations, Juanita Avenue and Cesar Chavez Drive.

This is a contract for Public Work, as defined in Chapter 1 of Part 7 of Division 2 of the Labor Code, to which Labor Code Section 1771 applies. In providing services under this Contract, Contractor shall comply with all applicable laws, ordinances and regulations, including the laws contained in Sections 1720 through 1861 of the California Labor Code. Contractor shall pay prevailing wages to all workers employed to provide services under this Contract.

This contract is made at Oxnard, California, as of this 17th day of May, 2016, between the City of Oxnard, called herein the "City", and the above-named Contractor for the construction of the Capital Improvement Project described herein. The parties hereto agree as follows:

1. CONTRACT PRICE

Contractor shall perform the work described and the City shall pay the Contractor, in full payment for said work, the following sums for the following items:

See attached proposal bid schedule, which is made a part of this contract.

Total: \$ 40,962.00

The above sums include all taxes and the costs of any required bonds.

**CITY OF OXNARD
PUBLIC WORK CONTRACT**

2. PAYMENT SCHEDULE

The City will pay the Contractor the contract price in accordance with Section 9.3 of the Standard Specifications for Public Works Construction or in accordance with the following schedule if specified.

The Contractor may replace any payments retained by the City with securities in the same amount and the Contractor shall be the beneficial owner of said securities and interest earned (See Public Contract Code, Section 22300).

City shall make the final payment to Contractor by releasing amounts retained from progress payments made to Contractor. Such payment need not be made earlier than 35 days, and will be made no later than 60 days, after the project completion date indicated on the Notice of Completion for the Project. City shall withhold from such payment 125% of amounts claimed in stop notices filed in connection with the Project and 150% of amounts in dispute between City and Contractor.

3. THE WORK

Contractor shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to, and shall perform and complete in a good, safe and workmanlike manner, the work generally described as follows:

The scope of work consists of replacing damaged, deteriorated fencing at two water detention basin at two locations. Remove and haul away existing iron fencing and gates. Install approximately 756 linear feet of 6' high 2-rail black majestic montage plus Ameristar fencing. Install (2) 12' wide x 6 high double drive style gates to match fencing.

The work to be done consists of furnishing all materials, equipment, supplies and services, and performing all labor required to complete the proposed improvements and appurtenant work. Work areas in urbanized sections of the City may require careful planning on Contractor's part.

**CITY OF OXNARD
PUBLIC WORK CONTRACT**

4. CONTRACT DOCUMENTS

The complete contract consists of all the following which are specifically incorporated herein by reference:

- (A) This Contract - Number A-7882
- (B) Addenda – Numbers None
- (C) Contractor's Bid Proposal
- (D) Performance and Payment Bonds as required by the specifications and applicable law. Unless otherwise specified, each such bond shall be 100 percent (100%) of the contract price.
- (E) Insurance as required by the specifications and applicable law
- (F) All applicable wage determinations, safety and health regulations, non-discrimination provisions and labor standards, including, but not limited to, such items enumerated in the specifications and addenda thereto. If this Contract is federally assisted, attached HUD Form 4010 shall apply.

The Contractor by signing hereunder acknowledges he has reviewed all the foregoing documents and agrees with the requirements, conditions and covenants contained therein.

5. NOTICE OF THIRD PARTY CLAIM

Within five days of the date that the Contractor receives any third-party claim relating to this contract, the Contractor shall provide written notice thereof and a copy of the claim to the City's Public Works Director.

**CITY OF OXNARD
PUBLIC WORK CONTRACT**

6. TIME OF COMPLETION

The time limit for the completion of the work is 30 calendar days beginning 7 days after the Notice to Proceed is mailed or otherwise given to the Contractor.

CITY OF OXNARD

Greg Nyhoff, City Manager

CONTRACTOR-Fence Factory

Chuck Bennett, Division Manager

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

APPROVED AS TO INSURANCE:

Risk Manager

DEPARTMENT APPROVAL AS TO CONTENT AND AMOUNT:

Sergio Cervantes, Project Manager

Todd Vasquez-Housley, Interim Deputy
Public Works Director

Chuck Bennett
Division Manager



WEB ADDRESS:
WWW.FENCEFACTORY.COM

PROPOSAL & CONTRACT

Contractors License No. 275524

Work Order No. :

DATE 2 / 25 / 2016

MATERIAL SALES AND CONTRACTING BRANCHES

1-800-61 FENCE

THROUGHOUT THE TRI-COUNTIES

AGOURA DIVISION
29414 Roadside Dr.
Agoura, CA 91301
Ph. (818) 889-2240
Fax (805) 497-3479

GOLETA DIVISION
80 S. Kellogg
Goleta, CA 93117
Ph. (805) 965-2817
Fax (805) 967-6328

RENTALS DIVISION
1441 Callens Rd.
Ventura, CA 93003
Ph. (805) 644-4617
Fax (805) 644-0309

VENTURA DIVISION
1606 Los Angeles Ave.
Salicoy, CA 93004
Ph. (805) 485-8831
Fax (805) 642-1374

SANTA MARIA DIVISION
2709 Santa Maria Way
Santa Maria, CA 93455
Ph. (805) 928-5848
Fax (805) 922-4826

ATASCADERO DIVISION
2650 El Camino Real
Atascadero, CA 93422
Ph. (805) 462-1362
Fax (805) 462-1367

Proposal Submitted: THE CITY OF OXNARD (PROCUREMENT AND PROJECT MANAGEMENT)

Contact: RALPH ALAMILLO (PROJECT MANAGER GENERAL SERVICES)

Phone: 805 385-8341

City: OXNARD

CA

Zip Code:

Job Phone: 805 754-7155

Job Site: BASIN AREAS AT THE CORNER OF JUANITA AND CESAR CHAVEZ DR.

Email: ralphalamillo@ci.oxnard.ca.us

1. Subject to the terms, provisions and conditions of this proposal and Contract and any attached Estimator's Sheet, Exhibits, Plans or Specifications, Fence Factory, hereinafter referred to as "Contractor", agrees to furnish all necessary labor, materials, tools and equipment to perform and complete in good and workman-like manner for the above job location, the following described work.

(LMD-DISTRICT # 51)

1 REMOVE & HAUL AWAY APPROX. 756 LINEAR FEET OF EXISTING RON FENCING AND GATES.

\$ 3,808.00

(THE POSTS ARE TO BE CUT OFF BELOW GRADE AND THE EXISTING FOOTINGS ARE TO REMAIN IN PLACE)

2 INSTALL APPROX. 756 LINEAR FEET OF 6' HIGH 2 - RAIL BLACK MAJESTIC MONTAGE PLUS AMERISTAR FENCING.

INSTALL (2) 12' WIDE X 6' HIGH DOUBLE DRIVE STYLE GATES TO MATCH FENCING.

POSTS ARE 2 1/2" SQ. 14 GA. SET APPROX. 24" IN CEMENT.
PANELS HAVE 1 7/16" W X 1 1/2" H X 91.95" LENGTH X 14 GA RIBBED CHANNEL.
MONTAGE PLUS PICKETS ARE 3/4" SQUARE X 14 GA.
PANELS ARE ATTACHED TO POSTS WITH BRACKETS.

(THIS PROPOSAL IS BASED ON NON PREVAILING WAGE RATES)

\$ 31,522.00

(THIS PROPOSAL IS BASED ON PREVAILING WAGE RATES)

\$ 37,154.00

(THE FENCING REQUIRES THE USE OF 2 1/2" SQUARE POSTS DE TO THE WEIGHT)

" NO PERMITS OR PERMIT FEES ARE INCLUDED IN THIS PROPOSAL. ANY PERMIT OR PERMIT FEES REQUIRED BY LOCAL BUIDING DEPT'S. OR GOV'T. AGENCIES ARE THE OWNER'S RESPONSIBILITY "

NOT RESPONSIBLE FOR DAMAGE TO UNDERGROUND SPRINKLERS AND UTILITIES

" PROPOSAL DOES NOT INCLUDE ANY CLEARING, GRUBBING OR GRADING "

2. In consideration for the above described work, the above named party agrees to pay Contractor the total sum of PRICE ON ACCEPTANCE OF OPTION(S) Dollars, as follows

3. Work will begin on approximately:

4. Work will be completed on approximately:

5. This proposal is void if not accepted within: 30 days of Proposal and Contract

50% PRE PAYMENT FOR MATERIALS (BALANCE DUE UPON COMPLETION)

ACCEPTANCE: _____ BY: _____

ACCEPTANCE: _____ BY: _____

**INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS
(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 \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

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

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

3. 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-D or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

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.

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B**COVERAGES**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Agreement				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant

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

CERTIFICATE HOLDER

City of Oxnard

Attn: Risk Manager

Reference No. _____

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

**AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")****SUBMIT IN DUPLICATE**

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

PRODUCER

POLICY INFORMATION:

Insurance Company:

Policy No.:

Policy Period: (from)

(to)

LOSS ADJUSTMENT EXPENSE

☐ Included in Limits☐ In Addition to Limits

Telephone:

NAMED INSURED

☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____
with an Aggregate of \$ _____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)**APPLICABILITY.** This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE☐ COMMERCIAL AUTO POLICY☐ BUSINESS AUTO POLICY☐ OTHER**OTHER PROVISIONS****LIMIT OF LIABILITY**

\$ _____ per accident, for bodily injury and property 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, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
 2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
 3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
 4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
 5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
 6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
 - b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).
- Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Risk Manager

Reference No. _____

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 _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/15/2016

L.4.a

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

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

PRODUCER Tolman & Wiker Insurance Services LLC #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388		CONTACT NAME: Ariana De Leon PHONE (A/C, No, Ext): (805) 585-6145 FAX (A/C, No): (805) 585-6245 E-MAIL ADDRESS: adeleon@tolmanandwiker.com															
INSURED Fence Factory - Saticoy 1606 Los Angeles Ave. Ventura CA 93003		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Zurich American</td><td>16535</td></tr><tr><td>INSURER B: Great American Ins Co</td><td>16691</td></tr><tr><td>INSURER C: AGCS Marine Ins Co</td><td>22837</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American	16535	INSURER B: Great American Ins Co	16691	INSURER C: AGCS Marine Ins Co	22837	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A: Zurich American	16535																
INSURER B: Great American Ins Co	16691																
INSURER C: AGCS Marine Ins Co	22837																
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** 16/17 FF Saticoy **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	GLO5514236 WRAP/OCIP WORK EXCLUDED	4/1/2016	11/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	X	BAP551423700	4/1/2016	11/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI-single \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		TUE030751103	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC551423500	4/1/2016	11/1/2016	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipment Rented From Others		MZI93050949	7/1/2015	7/1/2016	Limit \$150,000 Deductible \$1,000; ACV

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
1,5 RE: Juanita & Cesar Chavez Dr. Oxnard Water Detention Basin Fence, A-7882. GL/AU: the City, its City Council, officers, employees and volunteers are Additional Insured as respects to referenced project per form (GL) U-GL-1175-F CW (04/13) and (AU) U-CA-424-F CW (04/14). GL: This Insurance is Primary & Non-Contributory to any other Insurance per form U-GL-1175-F CW (04/13). WC: A Waiver of Subrogation is added in favor of the Additional Insured per form WC040306. Endorsements apply only as required by current written contract on file.

CERTIFICATE HOLDER City of Oxnard Reference No. A-7882 Attn: Risk Manager 300 W. Third St. 302 Oxnard, CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE R Toohey, CISC/ARIAND
--	---

© 1988-2014 ACORD CORPORATION. All rights reserved.



Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 5514236-00	04/01/16	11/01/16	04/01/16			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf, in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

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

All other terms and conditions of this policy remain unchanged.



Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 5514237-00	04/01/16	11/01/16	04/01/16			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee Exclusion** contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing Exclusion** in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph A.2. of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph A.3.a. of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

- 1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
- 2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph B.3.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible Provision of the Physical Damage Coverage Section**:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible Provision of the Physical Damage Coverage Section**:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
2. Repair;
3. Servicing;
4. "Loss"; or
5. Destruction.

2. The following is added to the Paragraph A. **Coverage Provision of the Physical Damage Coverage Section**:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph a. of the **Duties In The Event Of Accident, Claim, Suit Or Loss Condition** is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph B. **Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph A.4.a. of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions**a. Transportation Expenses**

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph A. **Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 04 03 06 (Ed. 4-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—
CALIFORNIA**

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

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

This endorsement, effective on 04/01/16 (DATE) at 12:01 A.M. standard time, forms a part of

Policy No. WC 5514235-00

Endorsement No.

of the Zurich American Insurance Company

(NAME OF INSURANCE COMPANY)

issued to

Premium (if any) \$

 Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium otherwise due on such remuneration.

Schedule**Person or Organization****Job Description**

All persons and/or Organizations that are required by written contract or agreement with the Insured, Executed Prior to the accident or loss, that Waiver of Subrogation be provided under this policy for work performed by you for that person and/or organization.



State of California
Department of Industrial Relations

[Press Room](#) | [Contact DIR](#) | [CA.gov](#)
[Go to Search](#)

[Home](#) | [Labor Law](#) | [Cal/OSHA - Safety & Health](#) | [Workers' Comp](#) | [Self Insurance](#) | [Apprenticeship](#) | [Director's Office](#) | [Boards](#)

Public Works


Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year:

PWC Registration Number:

Contractor Legal Name:

License Number:

County:

Contractor License Lookup

Export as:  Excel |  PDF

Search Results
 One registered contractor found. 1

Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
View	FENCE FACTORY	1000003937	VENTURA	VENTURA	06/05/2015	06/30/2016

v2.20160101

ABOUT DIR
[Who we are](#)
[DIR Divisions, Boards & Commissions](#)
[Contact DIR](#)

WORK WITH US
[Licensing, registrations, certifications & permits](#)
[Notification of activities](#)
[Public Records Act](#)

LEGISLATION
[Site Map](#)
[Frequently Asked Questions](#)
[Jobs at DIR](#)

[Conditions of Use](#) | [Privacy Policy](#) | [Disclaimer](#) | [Disability accommodation](#) | [Site Help](#)

Copyright © 2015 State of California

Contractor's License Detail for License # 275524

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

FENCE FACTORY
2419 PALMA DRIVE
VENTURA, CA 93003
Business Phone Number: (805) 644-7207

Entity Corporation
Issue Date 04/19/1972
Expire Date 04/30/2018

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING CONTRACTOR
C13 - FENCING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.

Bond Number: SC1016248

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual STEVEN JOHN BENNETT certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 07/22/2008

BQI's Bond History

Workers' Compensation

An employee service group holds the workers compensation insurance.

Policy Number: RWCC48551464

Effective Date: 06/01/2015

Expire Date: 06/01/2016

Workers' Compensation History

Other

ps://www2.cslb.ca.gov/OnlineServices/CheckLicenseII/LicenseDetail.aspx?LicNum=275524

4/25/20

Personnel listed on this license (current or disassociated) are listed on other licenses.



OSHA

Find it in OSHA

[For Workers](#) ▾ [For Employers](#) ▾ [Law & Regulations](#) ▾ [Data & Statistics](#) ▾ [Enforcement](#) ▾ [Training & Education](#) ▾[News & Publications](#) ▾ [En Español](#) [A to Z Index](#) [Contact Us](#) [FAQs](#) [What's New](#)

Establishment Search

Reflects inspection data through 04/21/2016

This page enables the user to search for OSHA enforcement inspections by the name of the establishment. Information may also be obtained for a specified inspection or inspections within a specified SIC.

▲ Note: Please read important information below regarding interpreting search results before using.

Search By:

Your Establishment search returned 0 results.Establishment State ☐ Fed & StateOSHA Office Case Status ☒ All ☐ Closed ☐ OpenViolation Status ☒ All ☐ With Violations ☐ Without Violations

Inspection Date

Start Date



End Date



Can't find it?

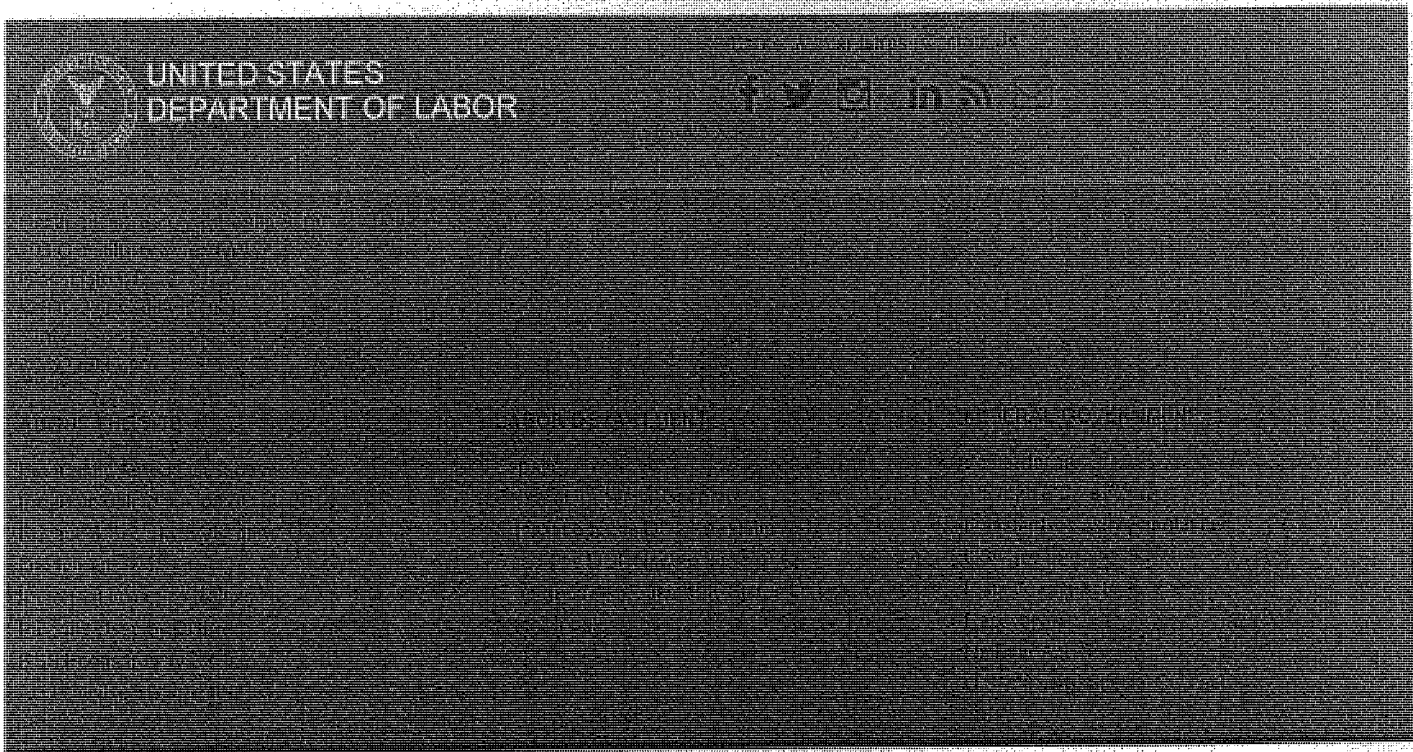
[Wildcard use %](#)[Basic Establishment Search Instructions](#)[Advanced Search Syntax](#)

NOTE TO USERS

The Integrated Management Information System (IMIS) was designed as an information resource for in-house use by OSHA staff and management, and by state agencies which carry out federally-approved OSHA programs. Access to this OSHA work product is being afforded via the Internet for the use of members of the public who wish to track OSHA interventions at particular work sites or to perform statistical analyses of OSHA enforcement activity. It is critical that users of the data understand several aspects of the system in order to accurately use the information.

https://www.osha.gov/pls/imis/establishment.html?p_message=2&establishment=Fence%20Factory&state... 4/25/2016

The Integrated Management Information System (IMIS) is designed and administered as a management tool for OSHA to help it direct its resources. When IMIS is put to new or different uses, the data should be verified by reference to the case file and confirmed by the appropriate federal or state office. Employers or employees who believe a particular IMIS entry to be inaccurate, incomplete or out-of-date are encouraged to contact the OSHA field office or state plan agency which originated the entry.





State of California

Department of Industrial Relations

Public Works :: DLSE Debarments



DLSE Debarments

The following contractors are currently barred from bidding on, accepting, or performing any public works contracts, either as a contractor or subcontractor, for the period set forth below:

As part of your due diligence, we suggest that you also check:

- Contractor status at the Contractors State License Board (CSLB)
- The Federal debarment list at the Excluded Parties List System

For a list of past DLSE debarments of public works contractors, please contact:

Susan Nakagama
Special Assistant to the Labor Commissioner
1515 Clay Street
Suite 401
Oakland, CA 94612 SNakagama@dir.ca.gov

Name of contractor	Period of debarment
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 Rogelio Medina Vazquez., an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC. Decision	4/1/44 through 3/31/47
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 Rogelio Medina Vazquez., an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC. Decision	4/1/41 through 3/31/44
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 Rogelio Medina Vazquez., an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC. Decision	4/1/36 through 3/31/39
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 Rogelio Medina Vazquez., an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC. Decision	4/1/33 through 3/31/37
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 Rogelio Medina Vazquez., an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC. Decision	4/1/33 through 3/31/37

CSLB Number: #792729	
Rogelio Medina Vazquez., an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC.	
Decision ☒	
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729	4/1/24 through 3/31/27
Rogelio Medina Vazquez., an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC.	
Decision ☒	
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729	4/1/30 through 3/31/33
Rogelio Medina Vazquez., an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC.	
Decision ☒	
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729	4/1/27 through 3/31/30
Rogelio Medina Vazquez., an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC.	
Decision ☒	
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729	4/1/21 through 3/31/24
Rogelio Medina Vazquez., an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC.	
Decision ☒	
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729	4/1/18 through 3/31/21
Rogelio Medina Vazquez., an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC.	
Decision ☒	
Amerivet Plumbing, Inc.; Walter Edward Jacob Kuhlmann III, Individually And dba Amerivet Plumbing Services CSLB Number: #969048 and #919761	8/6/15 through 8/5/18
Decision ☒	
Ultimate Inc., And, Enrique Vera, an Individual PO Box 571117 Tarzana, CA 91356-1117 CSLB Number: #949229	12/1/15 through 11/30/18
Decision ☒	
Travioli Construction, Inc. PO Box 231 Visalia, CA 93274 CSLB Number: #936832	9/1/15 through 3/10/17
Decision ☒	
	4/01/15 through 3/31/18

Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 Rogelio Medina Vazquez., an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC. Decision ☒	
Integrity Sheet Metal, Inc. 319 McArthur Way Upland, CA 91786 CSLB #726770 William Ben Hicks, an individual; Margaret Mary Hicks, an individual Decision ☒	2/01/15 through 1/31/18
L A Builders, Inc., a California Corporation 15635 Saticoy Street, #H Van Nuys, CA 91406 CSLB #748591 Alon Gamliel, an individual Decision ☒	2/01/15 through 1/31/18
USA Wall Systems, Inc. 8309 Sunshine Lane Riverside, CA 92508 CSLB #929610 Edward Eugene Brammer, an individual and in his capacity as President/CEO/RMO Decision ☒	4/01/15 through 3/31/18
Daughter Construction formerly dba Hy Carpentry Construction 15407 Thornlake Avenue Norwalk, CA 90650 CSLB #979297 Sharon Jin Yoo, an individual; Dae Hyun Yoo, an individual and in his capacity as manager/supervisor for Sharon Jin Yoo and in his capacity as General Partner for HY Construction, a General Partnership. Decision ☒	4/01/15 through 3/31/18
RDA Construction, Inc. 1692 W. Bullard Ave., Fresno, CA 93711 CSLB# 383306 Decision ☒	12/15/14 through 12/14/16
Titan Electrical Construction, Inc. Lucas Oliver Stickney, an individual Jamie Noel Furr, an individual 630 Natoma Street San Francisco, CA 94103 CSLB# 919516 Decision ☒	11/3/14 through 11/2/17
Ramos Painting Carlos Ray Ramos, an individual P.O. Box 3871 Paso Robles, CA 93447 CSLB# 753575 Decision ☒	11/3/14 through 11/2/15
	11/3/14 thorough 11/2/17

Dick Emard Electric. dba Emard Electric Luke Richard Emard, an individual and RMO 5930 Key Court, Suite A Loomis, CA 95650 CSLB# 794007 Decision 	
Nixon Electric Gordon Fulton Nixon, an individual 5624 Faust Ave. Woodland Hills, CA 91367 CSLB# 796802 Decision 	8/1/14 through 7/31/17
Neris General Contractors, a California Corporation Efren Neri, an individual Servando Neri, an individual Rebeca Neri, an individual Luis Abelardo Castro, an individual 6087 California Ave. Long Beach, CA 90805 CSLB# 797967 Decision 	2/28/14 through 2/27/17
Southland Construction Reza Mohammadi, an individual 3943 Irvine Blvd., #405, Irvine, CA 92602 CSLB# 663784 (expired) Decision 	10/14/14 through 10/13/17
National Drywall Corporation, A Dissolved California Corporation 603 S. Milliken Avenue, Suite F Ontario, CA 91761 CSLB #834335 Miguel Contreras, an individual and Responsible Managing Officer/CEO/President Dora Maria Contreras, an individual and Agent/Officer of the Corporation Decision 	8/4/14 through 8/3/17
Tadros & Youssef Construction, Inc. Kamel Shaker Tadros & Makram Youssef Youssef, Individually 1221 E 8th Street, Unit A, Upland, CA 91786 CSLB# 698182 (expired) Decision 	5/10/14 through 5/9/17
Serenity Fire Protection 417 S. Associated Road, Brea, CA 92821 CSLB# 902927 Decision 	5/1/14 through 4/30/17
Don Kelly Construction, Inc. Don Kelly, individual and Lisa Kelly, individual 171 Northview Ridge Lane, P.O. Box 10760, Bozeman, MT 59719 Decision 	3/25/14 through 3/24/17
Aldan, Inc. P.O. Box 9428, Brea, CA 92822 CSLB #949229 Decision 	2/28/14 through 2/27/17
Russell/Thompson, Inc. James Jean Russell & Valery Alena Thompson, individually 4684 Oak Glen Dr., Redding, CA 96001 CSLB# 915036 (revoked) Decision 	10/31/13 through 10/31/16

Ayodejia A. Ogundare, Individual Dba Pacific Engineering Company 6310 Stewart Way, Bakersfield, CA 93308 CLSB#710322 Decision ☒	5/15/2013 through 5/15/2014
Wallcrete Industries, Inc.; Garit David Wallace and Amber Anderson, Individuals 400 Kansas, Redlands, CA 92373 CSLB#834220 Decision ☒	7/29/12 through 7/28/15
FEI Enterprises, Inc Gabriel Fedida, Individual 5749 Venice Blvd., Los Angeles, CA 90019 CSLB#659252 Decision ☒	6/14/12 through 6/13/15
Jeffrey Alan Mott and Michelle Mott, Individuals Dda Integrity Landscape 3756 Independence Avenue Sanger, CA 93637 CSLB#774222 Decision ☒	3/29/12 through 3/28/15
Jensen Drywall & Stucco Jeffrey E. Jensen 3714 Lynda Place National City, CA 91950-8121 CSB # 664168 Exp. 2/18/11 (expired) Decision ☒	3/31/11 through 3/30/13
All West Construction, Inc. Donald Kent Russell 495 N. Marks Ave. Fresno, CA 93706 CSB # 592321 Exp. 4/3/12 (suspended) Decision ☒	3/31/11 through 3/30/13
Country Builders, Inc. Weldon Offill, Individually 5915 Graham Ct. Livermore, CA 94550 CSB # 699574 Exp. 11/30/12 (active) Decision ☒ Addendum ☒	3/1/11 through 2/28/14
Sutter Foam & Coating, Inc. 909 A. George Washington Yuba City, CA 95993 CSB # 732014 Exp. 1/31/09 (inactive) David Alvin Trexler, an individual 909 A. George Washington Yuba City, CA 95993 Kenneth A. Trexler, an individual 2603 Lago Lane Marysville, CA 95901 Decision ☒	7/1/10 through 6/30/13 7/1/10 through 6/30/13 7/1/10 through 6/30/13
Soo Dong Kim, an individual, dba Soo Kim Electric Company 16224 Ridgeview Lane La Mirada, CA 90638 CSB # 568103 Exp. 8/1/09 (inactive) Hyo Nam Jung, an individual, dba Lucid Electric 18621 Well Street Rowland Heights, CA 91748 CSB # 914692 Exp. 4/3/10 Decision ☒	4/19/10 through 4/18/13 4/19/10 through 4/18/13
Southwest Grading, dba Southwest Grading Services, Inc., 22031 Waite Street Wildomar, CA 92595 David Walter Cholewinski, an individual 22031 Waite Street Wildomar, A 92595 29970 Technology Drive, Ste. 205 Murrieta, CA 92563 CSB #840416 Exp. 6/30/10 Decision ☒	3/18/10 through 3/17/13
S.J. Cimino Electric, Inc., a California corporation, 3267 Dutton Ave. Santa Rosa, CA 95404	10/15/09 through 10/14/12

Salvatore Joseph Cimino, RMO, CEO and President of S.J. Cimino Electric, Inc. and sole owner of S.J. Cimino Electric, an individual 5825 Heights Rd. Santa Rosa, CA 95401 CSB #343802 Exp. 2/28/10 CSB #294141 Exp. 9/30/13 (inactive) Decision ↗	
Cedar Development Corporation Serghon Gabriel Afram, Individually 12477 Feather Dr Mira Loma, CA 91752 CSB # 839898 Exp. 6/30/10 (suspended) Decision ↗	8/5/09 through 8/4/12
All Floors Commercial and Residential Flooring, Inc. Salvador Elias Perea, Individually 750 E. McGlincy Lane, #103 Campbell, CA 95008 CSB #430969 Exp. 7/31/09 Decision ↗	5/14/09 through 5/13/12
1-AMD Construction, Inc. Alberto Mordoki, Individually Mirella Mordoki, Individually 5300 Beach Blvd., Suite 110-416 Buena Park, CA 90621 CSB #787533, revoked Decision ↗	3/16/09 through 3/15/12

April 2016

File a Claim

Wage claims
Bureau of Field Enforcement
Public works complaints
Claims for retaliation or discrimination

More Services

Public records requests
Translations
Verify a license or registration
Find a wage order
Online payments
Haga un pago por línea

Learn more about DLSE

DLSE Frequently asked questions
Archives
DLSE site map
Workplace postings
Legislative reports

Copyright © 1995 - 2016 State of California

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
Project/Program
Manager: Todd Housley

Date: May 17, 2016
Phone: 385-7957

Reason for Appropriation:

Improvements to Landscape Maintenance District #51

Accounts and Descriptions

AMOUNT

Fund: L/M DIST.-COMBINING FUNDS (Fund 170)

Expenditures/Transfers Out

PFEILER-51 (8008)

170-8008-899.81-04	MATERIALS AND SUPPLIES / SUPPLIES - SHOP & FIELD	50,000
--------------------	--	--------

Sub-total Expenditures	50,000
------------------------	--------

Net Change to Fund Balance	(50,000)
-----------------------------------	-----------------

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

REQUIRES CITY COUNCIL AUTHORIZATION

BA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Rev# _____



**CITY COUNCIL
AGENDA REPORT**

**TYPE OF ITEM: Public
Hearing**

AGENDA ITEM NO.: 1

DATE: May 17, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Ashley Golden, Development Services Director

SUBJECT: Planning and Zoning Permit Nos. 15-500-03 (Special Use Permit), 15-535-01 (Density Bonus), and 15-570-03 (Zone Change), "Channel Islands Apartments". Filed by Vince Daly, the Daly Group, Inc., 31255 Cedar Valley Drive, Suite 323, Westlake Village, CA 91362.

CONTACT: Douglas Spondello, Development Services
Doug.Spondello@oxnard.org, 385-3919

RECOMMENDATION:

That the City Council: 1) Adopt a resolution approving Planning and Zoning Permit (PZ) No. 15-535-01 (Density Bonus), subject to certain findings and conditions; 2) Adopt a resolution upholding the Planning Commission's approval of PZ No. 15-500-03 (Special Use Permit), subject to certain findings and conditions; and 3) Adopt the first reading by title only and subsequent adoption of an ordinance approving PZ No. 15-570-03 (Zone Change), subject to certain findings and conditions.

BACKGROUND

The project consists of requests to construct a two and three-story, 72-unit, multi-family apartment project with a 35% density bonus to include 66 market rate and six affordable units (very-low income) on a 129,366 square-foot property, located at 1375 E Channel Islands Blvd.

State density bonus law (Government Code Section 65915 through 65918) stipulates that additional dwelling units shall be allowed beyond the maximum allowable residential density for projects which provide affordable housing for households defined as low-, very low-, and/or moderate-income. The law also allows certain concessions and waivers to development

Channel Islands Apartments

May 17, 2016

Page 2

standards and establishes criteria for off-street parking which differ from the parking requirements adopted by the City. The number of dwelling units and development concessions are determined by the percentage of units permitted by the underlying zoning of the property and the total number of units that are deed restricted as affordable.

Two concessions are proposed as part of the density bonus request: 1) a 48% reduction to the interior yard space required by City Code (OCC) Section 16-63, from 38,810 square feet to 20,150 square feet; and 2) a 17% and 13% reductions to the minimum dwelling unit sizes required by OCC Section 16-362(A), from 700 square feet to 579 square feet for one-bedroom units and from 900 square feet to 780 square feet for two or more bedroom units. A waiver to the maximum height permitted by OCC Section 16-58 is also requested with the density bonus application to increase building height by 14%, from 35 feet to 39 feet 11 inches. A City-initiated zone from Multiple-Family Zone Planned Development (R-2-PD) to General Commercial Planned Development (C-2-PD) will be processed concurrently to bring portions of the property into compliance with the 2030 General Plan land use designation of Commercial General (CG). For purposes of this report, the foregoing project description shall be referred to as the “**Project**”.

The 2.97-acre site is located within the Cal-Gisler Neighborhood, at the northeast corner of E Channel Islands and Statham Boulevards. Specifically, the property is located between the Amar Ranch Market and the Channel Pointe housing tract.

The proposed apartments consist of 20 one-bedroom (two affordable), 44 two-bedroom (three affordable), and 8 three-bedroom units (one affordable). The Project conforms to the development standards on the subject property, with the exception of the two specified concessions and one waiver proposed with the density bonus. Very-low income refers to individuals or families earning 50% less than the area median income within Ventura County. Currently, this is equivalent to \$31,750 for a single-person, \$36,250 for a two-person family, and \$40,800 for a three-person family, as determined by the Department of Housing and Urban Development. Rental units designated as affordable are limited to occupancy by households which qualify as very-low income for a minimum period of 55 years. Resident eligibility and the provision of these units will be managed by the Oxnard Housing Authority.

Staff has determined that the Project is exempt from the State California Environmental Quality Act (CEQA) for the three independent reasons: 1) the Project was previously analyzed under Program Environmental Impact Report No. 09-01, in support of the 2030 General Plan; 2) the Project is exempt as in-fill development per Section 15332 of the State CEQA Guidelines; and 3) the Project is exempt per Section 15061(b)(3) as there is no possibility that the activity in question may have a significant effect on the environment. The justifications for these findings are described in detail in the Planning Commission Staff Report (Attachment F).

There has been a lot of community interest in this Project. A Community Workshop meeting was held on November 16, 2015. Twelve residents attended the meeting including several from the Channel Pointe Neighborhood, immediately to the east of the Project site. The Applicant

responded to questions regarding management of the property, on-site security, and access. Adjacent residents expressed concerns regarding the proposed density and concessions associated with the Project and that the Project may impose on the privacy of residences along the easterly perimeter. Following the meeting, the Applicant revised the landscaping along the easterly edge of the project to provide larger trees at tighter spacing. Units adjacent to the easterly property line were also modified to reduce the size of windows facing Channel Pointe to mitigate concerns regarding the privacy of existing residents.

Following the Community Workshop, Planning and Traffic Staff met several times with representatives from Channel Pointe to discuss various aspects of the project and entitlement process. On January 27, 2016, Staff and City Council received a letter and petition from Wil Chua, on behalf of the Channel Pointe community. This letter details the concerns of residents related to a perceived impact to traffic, the requested density bonus concessions and waiver, a perceived conflict with the General Plan, and an assumed negative impact to the property values of neighboring property. The petition in support of the letter is signed by 95 individuals, with the vast majority of petitioners residing within Channel Pointe, though signatures associated with addresses elsewhere in the City and Port Hueneme are also included.

On April 7, 2016, the Planning Commission unanimously approved the Special Use Permit and recommended that City Council approve the Density Bonus and Zone Change Permits. Several members of the public spoke in support and opposition to the Project. Based on community concerns, the Planning Commission discussed the potential for traffic from the Project to impact adjacent intersections. The City's threshold for requiring a traffic study varies by development type but is triggered if the project is anticipated to contribute more than 100 or more vehicle trips in either the A.M. or P.M. peak period or if the project is proposing 90 or more dwelling units. Formulas used to estimate vehicle trips associated with different land uses are adapted from the Institute of Transportation Engineers (ITE) Trip Generation Manual, Ninth Edition. This guide incorporates nationwide studies and best practices to allow traffic engineers to estimate vehicle trips based on the floor area or units of a proposed development in order to assess the potential for traffic impacts.

The Project consists of 72 dwelling units which is less than the 90-unit threshold for a traffic study. Furthermore, the existing zoning on the majority of the Project is for general commercial development, which includes shopping centers, offices, retail stores, and restaurants. Based on the zoning, commercial uses are currently incorporated into the City traffic model. Commercial uses generate more trips than residential uses, based on the ITE Trip Generation Manual. Therefore, the proposed residential use will result in less traffic volume than the commercial uses already allowed and anticipated on the property within the City traffic model.

Peak periods are timeframes when the roadway segment being studied experiences the greatest volume of vehicles passing through. The average A.M. peak hour occurs between 7:00 A.M. and 9:00 A.M., while the average P.M. peak hour occurs between 4:00 P.M. and 6:00 P.M. These peak hours can shift, depending on the specific location and vary based on the time of year. A calculation of traffic trips associated with the Project using the standards of the ITE Trip

Generation Manual, Ninth Edition predicted that the 72 apartments generate 37 A.M. trips and 42 P.M. trips. These estimates are well below the threshold of 100 trips.

Finally, a traffic analysis was prepared and reviewed by Staff, with a focus on the intersection of South Rose Avenue and East Channel Islands Boulevard using recent traffic studies (Naumann Ranch, June 2014 and Sky Drive Inn, June 2015). The level of traffic at intersections is measured using a letter grade which, in traffic engineering, is referred to as Level of Service (LOS). The LOS grade ranges from A, for free flow and no delay to F, for congested and severe delay. The 2030 General Plan establishes Citywide standard of LOS C or better as acceptable. Recent traffic studies establish a LOS A in the A.M. peak period (the peak hours were taken from counts of traffic volume between 7:00 A.M. and 9:00 A.M.) and a LOS B during the P.M. peak period (the peak hours were taken from the counts of traffic volume between 4:00 P.M. and 6:00 P.M.). The peak hours were determined to be at 7:15 A.M. and 4:45 P.M. In consideration of the design features of the Project as well as studies of traffic conditions in the vicinity, the City Traffic Engineer has determined that the existing circulation system is adequate for Project related traffic and that the Project will not result in a reduction to the Level of Service at adjacent intersections.

During deliberation, the Planning Commission also discussed the features of the Project and expressed concern regarding the potential for the apartments to be used as short-term rentals (daily/weekly/monthly). A condition of approval (Resolution No. 2016-04, Condition 83) was included to prohibit short-term leases and subleases.

On April 10, 2016, the Development Services Director filed an appeal of the Planning Commission's approval of the Special Use Permit to provide coordinated review of the Project by City Council.

FINANCIAL IMPACT

There is no fiscal impact proposed to the City at this time. The Project will pay established development impact fees to off-set impacts to local roads, parks, etc. Improvements to the subject property will result in additional property tax revenue to the City.

ATTACHMENTS

- A – City Council Resolution, Density Bonus (PZ No. 15-535-01)
- B – City Council Resolution, Special Use Permit (PZ No. 15-500-03)
- C – City Council Ordinance, Zone Change (PZ No. 15-570-03)
- D – Maps (Vicinity, Aerial, General Plan, and Zoning)
- E – Planning Commission Resolution Nos. 2016-04 through 2016-06
- F – Planning Commission Staff Report (without attachments)
- G – Draft Planning Commission Meeting Minutes (April 7, 2016)
- H – Reduced Project Plans

Channel Islands Apartments
May 17, 2016
Page 5

ATTACHMENTS:

Attachment A. Resolution Approving Density Bonus

Attachment B. Resolution Approving Special Use Permit

Attachment C. Zone Change Ordinance

Attachment D. Maps

Attachment E. Planning Commission Resolutions 2016-04 thru 2016-06

Attachment F. Planning Commission Staff Report

Attachment G. Draft Planning Commission Meeting Minutes (April 7, 2016)

Attachment H. Reduced Project Plans

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 15-535-01 (DENSITY BONUS) TO AUTHORIZE A THIRTY-FIVE PERCENT DENSITY INCREASE OVER THE OTHERWISE MAXIMUM ALLOWED DENSITY, TWO INCENTIVES/CONCESSIONS, AND ONE WAIVER TO PERMIT CONSTRUCTION OF AN AFFORDABLE HOUSING PROJECT WITH A TOTAL OF 66 MARKET RATE AND 6 AFFORDABLE (VERY-LOW INCOME) APARTMENTS ON A 2.97-ACRE PARCEL LOCATED AT 1375 E CHANNEL ISLANDS BOULEVARD, SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY DESIGNATED AGENT VINCE DALY, THE DALY GROUP, INC, 31255 CEDAR VALLEY DRIVE, SUITE 323, WESTLAKE VILLAGE, CALIFORNIA, 91362.

WHEREAS, on May, 13, 2015, Vince Daly, The Daly Group, Inc, (the “**Applicant**” and/or “**Developer**”), submitted a request to allow construction of 66 market rate and six affordable (very-low income) apartments and associated site improvements on a 2.97-acre site (1375 E Channel Islands Boulevard); and

WHEREAS, on April 7, 2016, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly noticed public hearing, approved Planning and Zoning Permit Nos. 15-500-03 (Special Use Permit), and recommended that the City Council approve 15-535-01 (Density Bonus), and 14-570-03 (Zone Change) to allow the construction of a 66 market rate and six affordable (very-low income) apartment community with associated site improvements (the “**Project**”) in accordance with the Oxnard City Code; and

WHEREAS, the Planning and Environmental Services Division has determined that the impacts of the Project were previously analyzed by Environmental Impact Report No 09-01, certified for the 2030 General Plan, as described in the Planning Commission Staff Report.

WHEREAS, the Planning and Environmental Services Division has completed a preliminary environmental assessment of the Project in accordance with the California Environmental Quality Act (CEQA) and determined that the Project is subject to a categorical exemption pursuant to Section 15332 for in-fill development projects, and satisfies all criteria for this exemption, as described in the Planning Commission Staff Report; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA), the Planning and Environmental Services Division has determined that the Project is exempt pursuant to Section 15061(b)(3), as described in the Planning Commission Staff Report; and

WHEREAS, on April 10, 2016, City staff appealed Planning Commission approval of Planning and Zoning Permit No. 15-500-03 (Special Use) to the City Council in order to provide the Council with a sense of context and comprehensiveness of the remaining permits that make up the application, including Planning and Zoning Permit No 15-535-01 (Density Bonus) and Planning and Zoning Permit No 15-570-03 (Zone Change); and

WHEREAS, in accordance with Government Code Section 65915-65918, staff conducted an analysis of the development proposal and density bonus eligibility and determined that the percentage of very-low income units entitled the Developer to a 35% density bonus and that the two (2) requested concessions and one (1) waiver were consistent with what was reviewed, evaluated, and recommended for approval by the Planning Commission on April 7, 2016; and

WHEREAS, on May 17, 2016, the City Council conducted a duly noticed public hearing and received all written and oral evidence in favor of and in opposition to the Project, considered an application for the Project; and

WHEREAS, the Project was referred to various public utility companies, City departments and the Development Advisory Committee for recommendations.

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

SECTION 1. Based on the entire record before the City Council and all written and oral evidence presented, including the City Council Staff Report, the Planning Commission Staff Report and all attachments thereto, the City Council finds:

- (1) **If the application is for a housing project, that the project meets the criteria set out in Cal. Gov't Code Section 65915(b); or if the application is for the donation of land for housing, that all of the conditions set out in Government Code, Section 65915(g)(2) are met.**

The Project meets all necessary criteria of Government Code Section 65915 to be considered eligible for a density bonus because the Developer has provided six affordable (very-low income) units.

- (2) **If the application includes the waiver or reduction of development standards, that the waiver or reduction is necessary to prevent physically precluding the construction of the project at the densities or with the concessions or incentives permitted by the statute.**

The Project includes a waiver to the requirements of OCC Section 16-58, establishing a maximum height of 35 feet. Per OCC Section 16-303(A), building height is measured from the top of the average curb elevation at the adjacent principal public street. The Project is proposed at a maximum height of 39 feet, 11 inches.

The waiver is necessary to prevent physically precluding the construction of the Project as the topography of the pre-developed site is relatively flat with an average elevation of 36, above the Engineer's referenced datum point, which is County of Ventura Benchmark No. 21-246. The top of curb along E Channel Islands Blvd. is approximately 35.5 to 36.5 and 35.5 to 36 along Statham Blvd, above referenced datum. In order for the Project development to be able to drain the northeast corner by gravity for overflow (a general requirement of the City of Oxnard), the northeast corner needs to be raised to provide the minimum gravity slope to the streets. This high point is designed at elevation 40.25 above

referenced datum on the surface of the drive aisle. The building pad elevation is determined from this scenario and therefore the pad and finish floor elevation is set at the lowest elevation to accomplish the gravity flow to the streets. While the height measured from the finished floor to top of roof is less than 35 feet, the grading of the lot to accommodate the required drainage flow increases the height, as measured by OCC Section 16-303(A) to a maximum height of 39 feet, 11 inches.

(3) The Applicant has proposed a satisfactory method to guarantee that the sales or rental prices will be established as stated in the application.

The Applicant has agreed to all proposed conditions of approval which include that the Developer shall enter into an agreement in a form approved by the City Attorney ensuring the continued affordability of six units for up to 50% AMI (very-low income), as adjusted for family size as provided in 25 California Code of Regulations Section 6932. The agreement will be recorded with the Ventura County Recorder and the agreement will be for a minimum term of 55 years.

(4) The Applicant has agreed to execute the agreement referred to in Section 16-421 [Agreements for Low and Very-Low Income Units] or 16-422.

The Applicant has agreed to all proposed conditions of approval which include that the Developer shall enter into an agreement in a form approved by the City Attorney ensuring the continued affordability of six units for up to 50% AMI (very-low income), as adjusted for family size as provided in 25 California Code of Regulations Section 6932. The agreement will be recorded with the Ventura County Recorder and the agreement will be for a minimum term of 55 years.

(5) The affordable units are dispersed throughout the project, have a number of bedrooms proportionate to the number of bedrooms in other units in the project, and do not differ in appearance, size and amenities from other units in the project.

The Project will provide 2 one-bedroom, 3 two-bedroom, and 1 three-bedroom units as affordable to very-low income groups. This distribution is generally proportionate to the mix of unit types comprising the Project. The Applicant has agreed to all proposed conditions of approval which include that the units are comprised as described above and distributed throughout the Project and shall not differ in appearance, size, or amenities from other units of the same size in the Project.

SECTION 2. Based on the findings set forth herein, the City Council hereby approves Planning and Zoning Permit (PZ) 15-535-01 (Density Bonus), a thirty-five percent (35%) density bonus over the otherwise maximum allowable residential density and two (2) incentives/concessions consistent with concessions previously evaluated by the Planning Commission; which include: (1) reduction of interior yard space required by City Code Section 16-63, from 38,810 square feet to 20,150 square feet, and 2) reduction of the minimum dwelling unit size required by City Code Section 16-362(A) from 700 square feet to 579 square feet (net) for one-bedroom units and 900 square feet to 780 square feet for units providing two or more bedrooms, subject to the Conditions of Approval listed in Planning Commission Resolution 2016-05.

Resolution No. 2016-
PZ 15-535-01(Density Bonus)
May 17, 2016
Page 4

PASSED AND ADOPTED by the City Council of the City of Oxnard on this 17th day of May, 2016, by the following vote

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD UPHOLDING PLANNING COMMISSION APPROVAL OF PLANNING AND ZONING PERMIT NO. 15-500-03 (SPECIAL USE PERMIT) TO AUTHORIZE CONSTRUCTION OF 66 MARKET RATE AND 6 AFFORDABLE (VERY-LOW INCOME) APARTMENTS ON A 2.97-ACRE PARCEL LOCATED AT 1375 E CHANNEL ISLANDS BOULEVARD, SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY DESIGNATED AGENT VINCE DALY, THE DALY GROUP, INC, 31255 CEDAR VALLEY DRIVE, SUITE 323, WESTLAKE VILLAGE, CALIFORNIA, 91362.

WHEREAS, on May, 13, 2015, Vince Daly, The Daly Group, Inc, (the “**Applicant**” and/or “**Developer**”), submitted a request to allow construction of 66 market rate and six affordable (very-low income) apartments and associated site improvements on a 2.97-acre site (1375 E Channel Islands Boulevard); and

WHEREAS, on April 7, 2016, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly noticed public hearing, approved Planning and Zoning Permit Nos. 15-500-03 (Special Use Permit), and recommended that the City Council approve 15-535-01 (Density Bonus), and 14-570-03 (Zone Change) to allow the construction of a 66 market rate and six affordable (very-low income) apartment community with associated site improvements (the “**Project**”) in accordance with the Oxnard City Code; and

WHEREAS, the Planning and Environmental Services Division has determined that the impacts of the Project were previously analyzed by Environmental Impact Report No 09-01, certified for the 2030 General Plan, as described in the Planning Commission Staff Report.

WHEREAS, the Planning and Environmental Services Division has completed a preliminary environmental assessment of the Project in accordance with the California Environmental Quality Act (CEQA) and determined that the Project is subject to a categorical exemption pursuant to Section 15332 for in-fill development projects, and satisfies all criteria for this exemption, as described in the Planning Commission Staff Report; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA), the Planning and Environmental Services Division has determined that the Project is exempt pursuant to Section 15061(b)(3), as described in the Planning Commission Staff Report; and

WHEREAS, on April 10, 2016, City staff appealed Planning Commission approval of Planning and Zoning Permit No. 15-500-03 (Special Use) to the City Council in order to provide the Council with a sense of context and comprehensiveness of the remaining permits that make up the application, including Planning and Zoning Permit No 15-535-01 (Density Bonus) and Planning and Zoning Permit No 15-570-03 (Zone Change); and

WHEREAS, on May 17, 2016, the City Council conducted a duly noticed public hearing and received all written and oral evidence in favor of and in opposition to the Project, considered an application for the Project; and

WHEREAS, the Project was referred to various public utility companies, City departments and the Development Advisory Committee for recommendations.

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

SECTION 1. Based on the entire record before the City Council and all written and oral evidence presented, including the City Council Staff Report, the Planning Commission Staff Report and all attachments thereto, the City Council finds:

(1) The proposed use is in conformance with the City of Oxnard 2030 General Plan and the elements thereof and other adopted standards.

The Project is consistent with the 2030 General Plan, the land use designation of Commercial General, applicable development policies of the General Plan, the requirements of the Commercial General Planned Development (C-2-PD) zone as the use is consistent with the site's land use designation of Commercial General-Planned Development (C-2-PD), as outlined in Section 6 of the Planning Commission Staff Report.

(2) The proposed use will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.

The proposed use is consistent with uses considered and permitted by the General Commercial-Planned Development (C-2-PD) zone. Construction activities, anticipated uses, and development design will be subject to standard construction requirements of the Building, Fire, and Traffic Codes. Therefore, the proposed use and improvements are not expected to have adverse effects or be materially detrimental the adjacent uses, buildings or structures or to the public health, safety or general welfare.

(3) The site for the proposed use is adequate in size and shape to accommodate the setbacks, parking, landscaping, and other City standards except as may be specifically excepted by the special findings and conditions of this Resolution.

As proposed and conditioned, the project will meet the development standards of the General Commercial-Planned Development (C-2-PD) zone, parking and landscape design standards as described in Section 6 of the Planning Commission Staff Report. As such, the subject site is adequate in terms of size and as developed the development meets or exceeds City's design standards.

(4) The site for the proposed use will be served by streets and highways adequate in width and structure to carry the kind and quantity of traffic such use will generate.

The project will be accessed from two existing thoroughfares, Statham Boulevard and East Channel Islands Boulevard. As a result, the site has sufficient access to

streets and highways that are adequate in size and existing intersections adjacent to the project site will operate at acceptable levels of service, as described in the Planning Commission Staff Report.

(5) The site for the proposed use will be provided with adequate sewerage, water, fire protection and storm drainage facilities.

The Project is considered infill development that has been found to be consistent with anticipated development for this site. Furthermore, the Project will be served by existing water mains along East Channel Islands Boulevard and Statham Boulevard. Sewer connections serving the proposed parcel will be provided by an existing line in East Channel Islands Boulevard and Statham Boulevard. In accordance with the Stormwater Quality Conditions of this Resolution, the Project's design will comply with stormwater control measures as required by the Los Angeles Regional Water Quality Control Board's municipal separate storm sewer system ("MS4") permit.

SECTION 2. Based on the findings set forth herein, the City Council hereby upholds the Planning Commission approval of Planning and Zoning Permit (PZ) 15-500-03 (Special Use Permit), subject to the Conditions of Approval listed in Planning Commission Resolution 2016-04.

PASSED AND ADOPTED by the City Council of the City of Oxnard on this 17th day of May, 2016, by the following vote

AYES:

NOES:

ABSENT:

ABSTAIN:

 Tim Flynn, Mayor

ATTEST:

 Daniel Martinez, City Clerk

APPROVED AS TO FORM:

 Stephen M. Fischer, City Attorney

ORDINANCE NO. _____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 15-570-01 (ZONE CHANGE) TO CHANGE THE EXISTING ZONING DESIGNATION FROM MULTIPLE-FAMILY-PLANNED DEVELOPMENT (R-2-PD) TO GENERAL COMMERCIAL-PLANNED DEVELOPMENT (C-2-PD), AMENDING THE CITY OF OXNARD ZONING MAP FOR THE PROPERTIES LOCATED AT ASSESSOR PARCEL NOS (APN). 220-0-323-375 AND 220-0-323-385, SUBJECT TO CERTAIN FINDINGS. FILED BY THE CITY OF OXNARD, DEVELOPMENT SERVICES DEPARTMENT, 214 SOUTH C STREET, OXNARD, CALIFORNIA 93030.

WHEREAS, on May, 13, 2015, Vince Daly, The Daly Group, Inc, (the “**Applicant**” and/or “**Developer**”), submitted a request to allow construction of 66 market rate and six affordable (very-low income) apartments and associated site improvements on a 2.97-acre site, portions of which are proposed on APN 220-0-323-375 and 220-0-323-385 (the “**Project**”); and

WHEREAS, the City of Oxnard has initiated a zone change for the two above-referenced parcels (APN 220-0-323-375 and 220-0-323-385) to bring the subject properties into compliance with the 2030 General Plan land use designation; and

WHEREAS, on April 7, 2016, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly noticed public hearing to consider Applicant’s request to approve Planning and Zoning Permit Nos. 15-500-03 (Special Use Permit), 15-535-01 (Density Bonus), and 15-570-03 (Zone Change) to allow construction of the aforementioned Project, in accordance with Oxnard City Code; and

WHEREAS, the Planning Commission recommended that the City Council approve the Project; and

WHEREAS, Government Code Section 65860(c) requires that all City zoning be consistent with the City of Oxnard 2030 General Plan; and

WHEREAS, the City Council finds, after review of all written and oral evidence presented at the public hearing, that the Project is consistent with the City of Oxnard 2030 General Plan for the reasons set forth in City Council and Planning Commission Staff Reports; and

WHEREAS, the Planning and Environmental Services Division has determined that the impacts of the Project were previously analyzed by Environmental Impact Report No 09-01, certified for the 2030 General Plan, as described in the Planning Commission Staff Report.

WHEREAS, the Planning and Environmental Services Division has completed a preliminary environmental assessment of the Project in accordance with the California Environmental Quality Act (CEQA) and determined that the Project is subject to a categorical exemption pursuant to Section 15332 for in-fill development projects, and satisfies all criteria for this exemption, as described in the Planning Commission Staff Report; and

Ordinance No.
 PZ 15-570-03(Zone Change)
 May 17, 2016
 Page 2

WHEREAS, in accordance with the California Environmental Quality Act (CEQA), the Planning and Environmental Services Division has determined that the Project is exempt pursuant to Section 15061(b)(3), as described in the Planning Commission Staff Report; and

WHEREAS, on May 17, 2016, the City Council conducted a duly noticed public hearing and received all written and oral evidence in favor of and in opposition to the Project, considered an application for the Project; and

WHEREAS, the City of Oxnard published notice of the City Council public hearing on the Project in the Vida newspaper pursuant to Government Code Section 65090.

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

SECTION 1. The City Council hereby: (i) approves Planning and Zoning Permit No. 15-570-03 (Zone Change) to change the existing zoning designation from Multiple-Family-Planned Development (R-2-PD) to General Commercial-Planned Development (C-2-PD); (ii) approves an amendment of the City of Oxnard Zoning Map to change the zoning designations of property as shown in Exhibit "A", attached hereto and incorporated herein by reference.

SECTION 2. Pursuant to Government Code Section 65863.5, the City Clerk shall mail a copy of this ordinance to the Assessor of Ventura County within thirty (30) days from the adoption of this ordinance.

SECTION 3. 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. _____ was first read on May 17, 2016, and finally adopted on May 24, 2016, to become effective thirty (30) days thereafter.

PASSED AND ADOPTED by the City Council of the City of Oxnard on this 17th day of May, 2016, by the following vote

AYES:

NOES:

ABSENT:

ABSTAIN:

 Tim Flynn, Mayor

Ordinance No.
PZ 15-570-03(Zone Change)
May 17, 2016
Page 3

ATTEST:

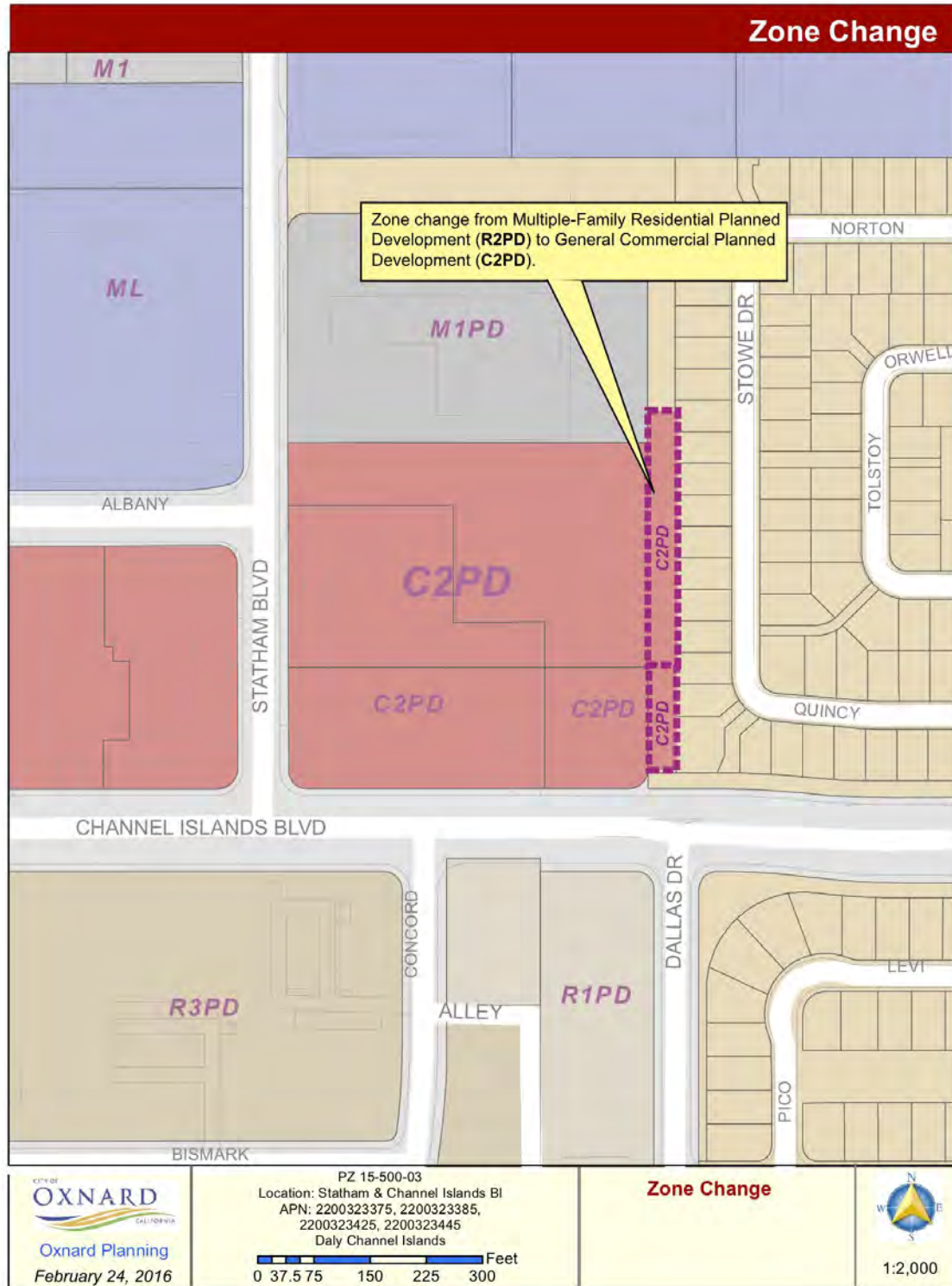
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

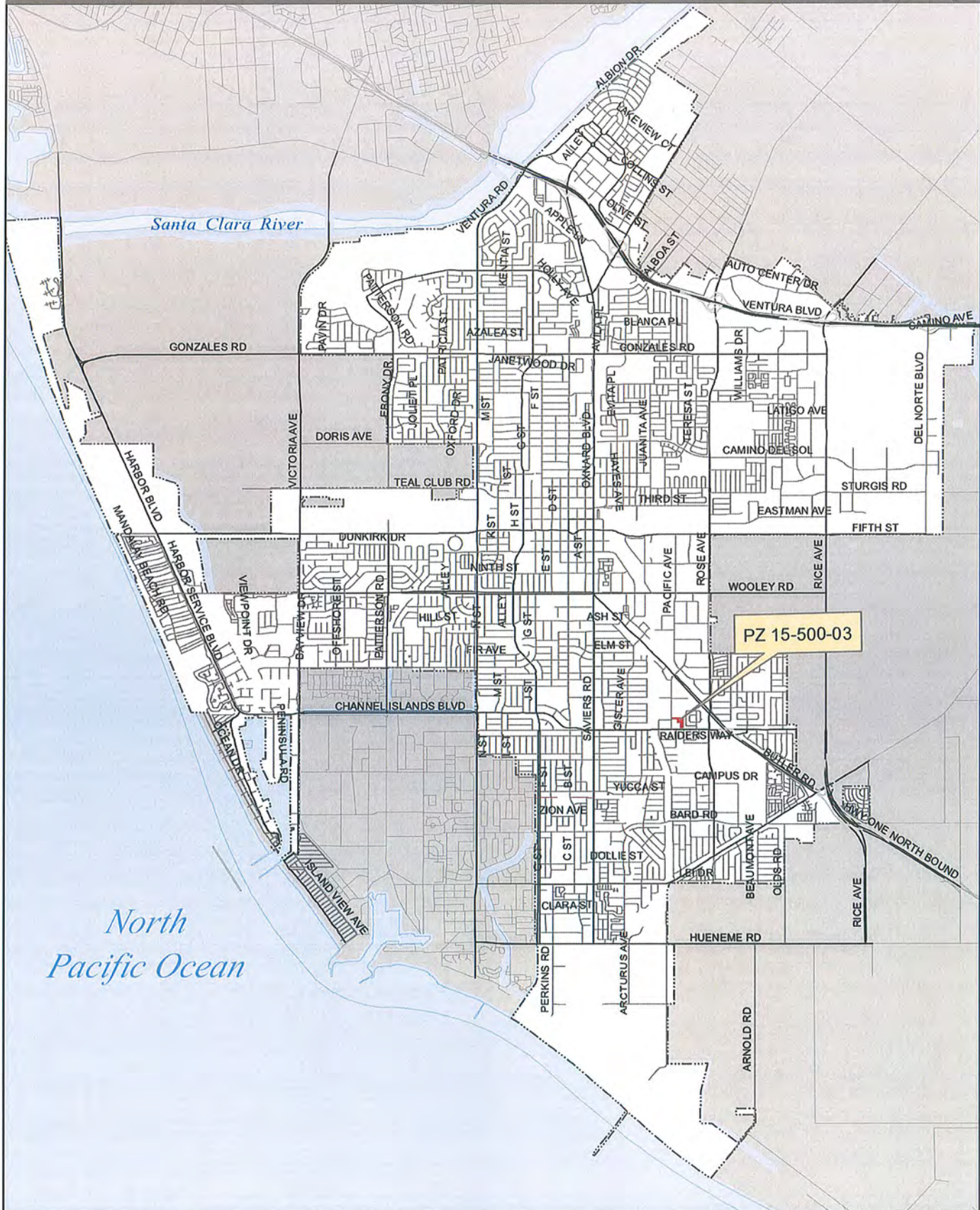
Stephen M. Fischer, City Attorney

Ordinance No.
 PZ 15-570-03(Zone Change)
 May 17, 2016
 Page 4

EXHIBIT A CITY OF OXNARD ZONING MAP



Vicinity Map



Aerial Map



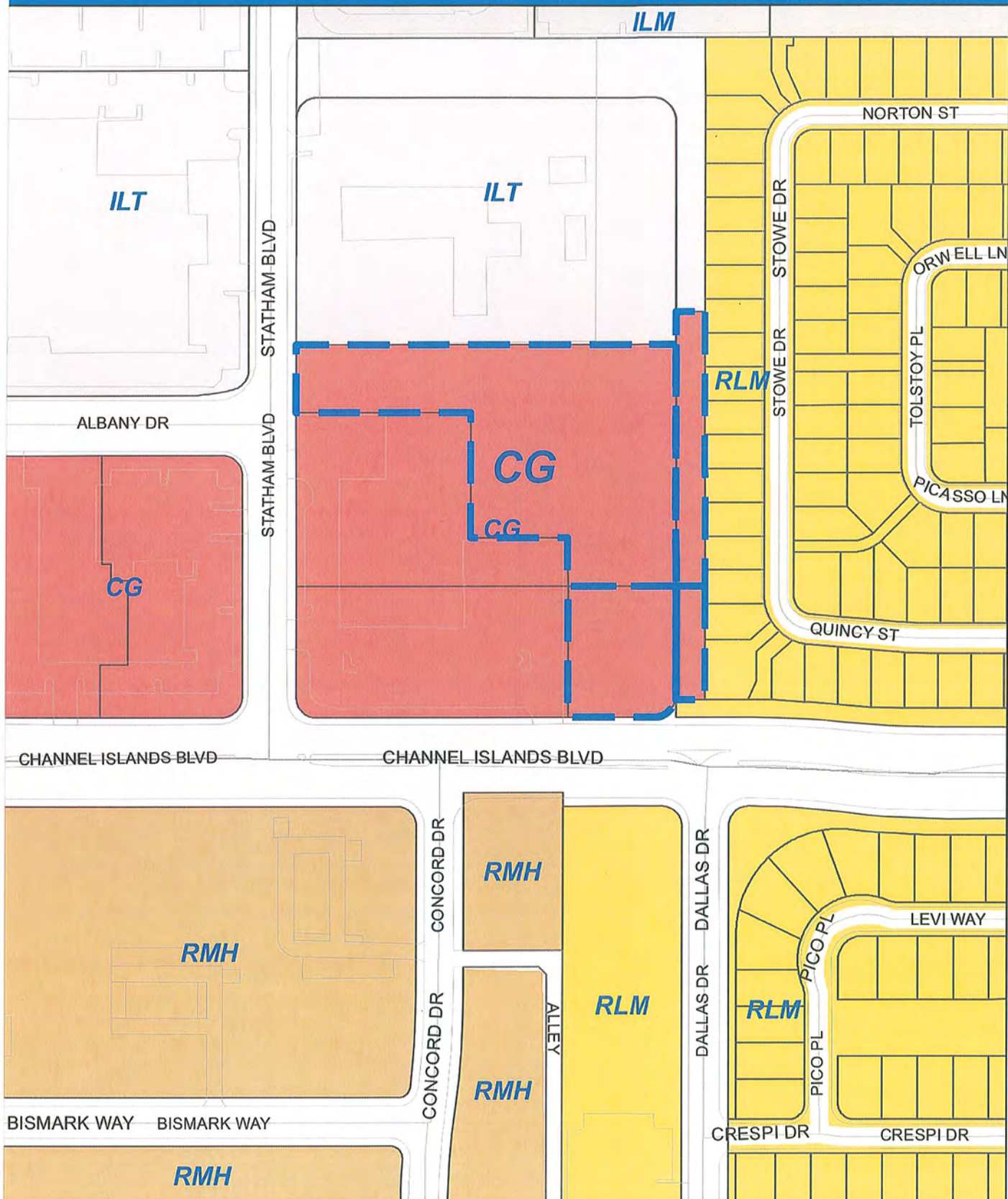
CITY OF
OXNARD
CALIFORNIA
Oxnard Planning
October 29, 2015

PZ 15-500-03
Location: Statham & Channel Islands Bl
APN: 2200323375, 2200323385,
2200323425, 2200323445
Daly Channel Islands
0 25 50 100 150 200 Feet

Aerial Map



2030 General Plan Land Use Map



Oxnard Planning
October 29, 2015

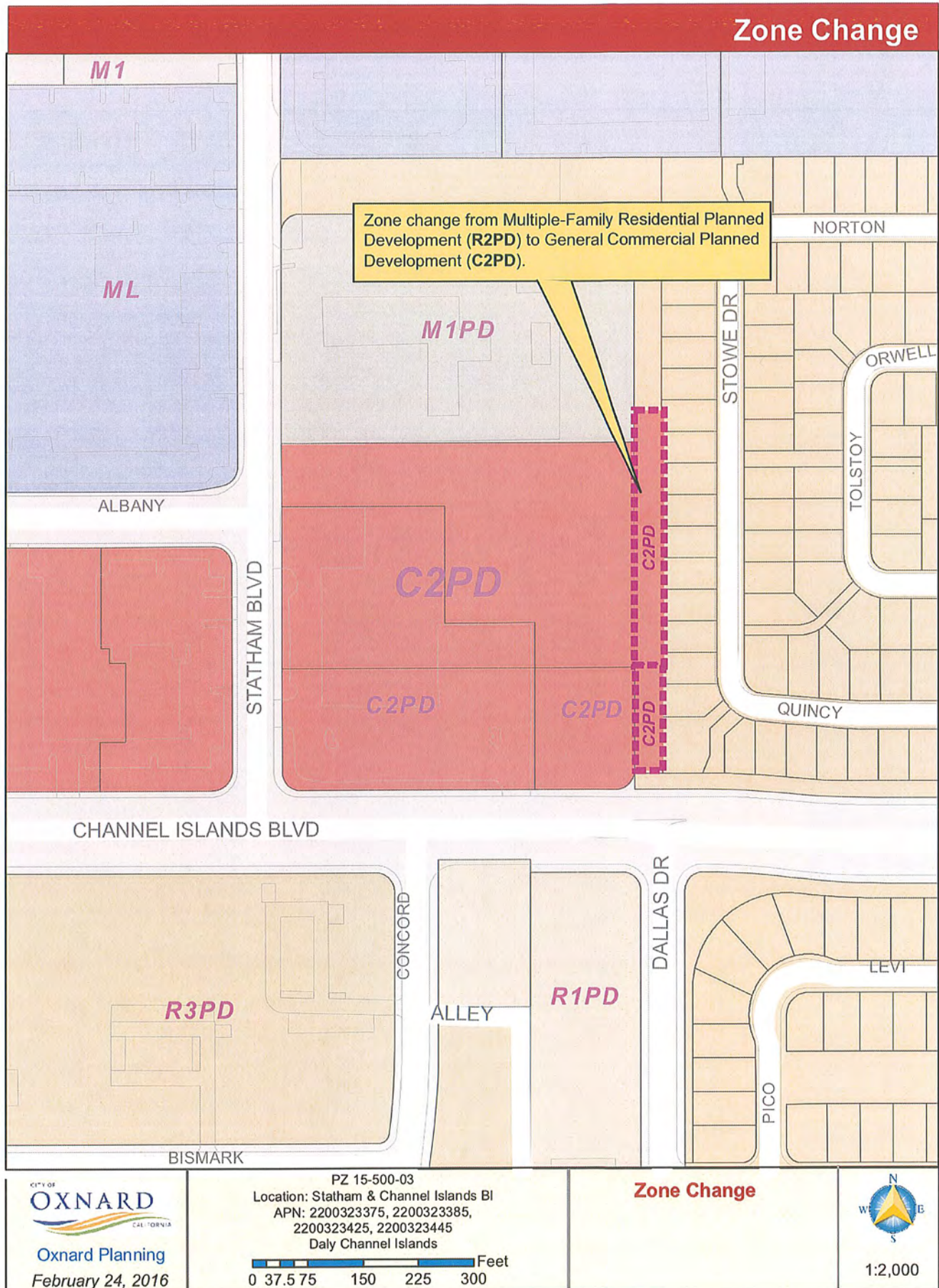
PZ 15-500-03
Location: Statham & Channel Islands Bl
APN: 2200323375, 2200323385,
2200323425, 2200323445
Daly Channel Islands

0 37.575 150 225 300 Feet

2030 General Plan Land Use Map



1:2,000



RESOLUTION NO. 2016-04

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 15-500-03 (SPECIAL USE PERMIT) TO ALLOW THE CONSTRUCTION OF 66 MARKET RATE AND 6 AFFORDABLE APARTMENTS AND ASSOCIATED SITE IMPROVEMENTS ON A PROPOSED 2.97-ACRE PARCEL LOCATED AT 1375 E CHANNEL ISLANDS BOUELVARD, SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY DESIGNATED AGENT VINCE DALY, THE DALY GROUP, INC., 31255 CEDAR VALLEY DRIVE, SUITE 323, WESTLAKE VILLAGE, CALIFORNIA 91362.

WHEREAS, on May 13, 2015, Designated Agent Vince Daly, The Daly Group, Inc. (the "Applicant" and/or "Permittee") submitted a request to allow construction of 66 market rate and six affordable (very-low income) apartments and associated site improvements on a 2.97 acre property located at 1375 East Channel Islands Boulevard; and

WHEREAS, on April 7, 2016, the Planning Commission of the City of Oxnard ("Planning Commission") conducted a duly noticed public hearing to consider Applicant's request to approve Planning and Zoning Permit No. 15-500-03 (Special Use Permit) to allow the construction of 66 market rate and six affordable (very-low income) apartments and associated site improvements on a 2.97-acre property located at 1375 East Channel Islands Boulevard (the "Project") in accordance with Section 16-530 through 16-553 of Oxnard City Code; and

WHEREAS, the Planning and Environmental Services Division has determined that the impacts of the Project were previously analyzed by Environmental Impact Report No. 09-01, certified for the 2030 General Plan, as described in the Planning Commission Staff Report.

WHEREAS, the Planning and Environmental Services Division has completed a preliminary environmental assessment of the Project in accordance with the California Environmental Quality Act (CEQA) and determined that the Project is subject to a categorical exemption pursuant to Section 15332 for in-fill development projects, and satisfies all criteria for this exemption, as described in the Planning Commission Staff Report; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA), the Planning and Environmental Services Division has determined that the Project is exempt pursuant to Section 15061(b)(3), as described in the Planning Commission Staff Report; and

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF OXNARD:

SECTION 1. Based on the entire record before the Planning Commission and all written and oral evidence presented, including the Planning Commission Staff Report and all attachments thereto, the Planning Commission finds:

- (1) The proposed use in in conformance with the City of Oxnard 2030 General Plan and the elements thereof and other adopted standards.

The Project is consistent with the 2030 General Plan, the land use designation of Commercial General, applicable development policies of the General Plan, the requirements of the Commercial General Planned Development (C-2-PD) zone as the use is consistent with the site's land use designation of Commercial General-Planned Development (C-2-PD), as outlined in Section 6 of the Planning Commission Staff Report.

- (2) **The proposed use will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.**

The proposed use is consistent with uses considered and permitted by the General Commercial-Planned Development (C-2-PD) zone. Construction activities, anticipated uses, and development design will be subject to standard construction requirements of the Building, Fire, and Traffic Codes. Therefore, the proposed use and improvements are not expected to have adverse effects or be materially detrimental the adjacent uses, buildings or structures or to the public health, safety or general welfare.

- (3) **The site for the proposed use is adequate in size and shape to accommodate the setbacks, parking, landscaping, and other City standards except as may be specifically excepted by the special findings and conditions of this Resolution.**

As proposed and conditioned, the project will meet the development standards of the General Commercial-Planned Development (C-2-PD) zone, parking and landscape design standards as described in Section 6 of the Planning Commission Staff Report. As such, the subject site is adequate in terms of size and as developed the development meets or exceeds City's design standards.

- (4) **The site for the proposed use will be served by streets and highways adequate in width and structure to carry the kind and quantity of traffic such use will generate.**

The project will be accessed from two existing thoroughfares, Statham Boulevard and East Channel Islands Boulevard. As a result, the site has sufficient access to streets and highways that are adequate in size and existing intersections adjacent to the project site will operate at acceptable levels of service, as described in the Planning Commission Staff Report.

- (5) **The site for the proposed use will be provided with adequate sewerage, water, fire protection and storm drainage facilities.**

The Project is considered infill development that has been found to be consistent with anticipated development for this site. Furthermore, the Project will be served by existing water mains along East Channel Islands Boulevard and Statham Boulevard. Sewer connections serving the proposed parcel will be provided by an existing line in East Channel Islands Boulevard and Statham Boulevard. In accordance with the Stormwater Quality Conditions of this Resolution, the Project's

design will comply with stormwater control measures as required by the Los Angeles Regional Water Quality Control Board's municipal separate storm sewer system ("MS4") permit.

SECTION 2. The Planning Commission, in accordance with the California Environmental Quality Act (CEQA), determines that the Project will not have a significant impact on the environment and is categorically exempt from CEQA pursuant to Article 19, Section 15332 (In-Fill Development), Class 32 of the State CEQA Guidelines. This section pertains to Projects found consistent with the applicable General Plan designation policies as well as with applicable zoning designation and regulations; and the proposed development occurs within city limits on a Project site of no more than 5 acres substantially surrounded by urban areas; and the Project site has no value, as habitat for endangered, rare or threatened species; and approval of the Project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and the site can be adequately served by all required utilities and public services. For the reasons described above, the Project is also exempt from CEQA under CEQA Guideline 15061(b)(3) and because the impacts of this type of project was already analyzed under the EIR for the 2030 General Plan. The Planning Manager is hereby authorized and directed to file a Notice of Exemption with the Ventura County Clerk pursuant to Section 15602 of the State CEQA Guidelines within five (5) working days of passage, approval and adoption of this Resolution.

SECTION 3. Based on the findings set forth herein, the Planning Commission hereby approves Planning and Zoning Permit 15-500-03 (Special Use Permit), subject to the attached conditions of approval.

SECTION 4. The decision of the Planning Commission shall be final unless an appeal of the action is filed in accordance with the provisions of Section 16-545 of the Oxnard City Code.

SECTION 5. The Secretary shall certify the adoption of this Resolution.

CONDITIONS OF APPROVAL

Note:

The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the Project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-1*) while some are taken from environmental documents (e.g. *MND-S2*).

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning Division
DS	Dev Services/Eng Dev/Inspectors	TR	Traffic Division
PD	Police Department	B	Building Plan Checker

DEPARTMENTS AND DIVISIONS			
SC	Source Control	FD	Fire Department
PK	Landscape Design	CE	Code Compliance

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, G-1).
2. This permit is granted for the plans dated February 16 and March 1, 2016 ("the plans") on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning and Environmental Services Manager ("Planning Manager") or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major modification shall be required for substantial changes or increases in such items. (PL, G-2)
3. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Permittee to provide security or an executed agreement approved by the City Attorney to ensure completion of such improvements. (DS, G-4)
4. By commencing any activity related to the project or using any structure authorized by this permit, Permittee accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA, G-5)
5. Permittee agrees, as a condition of adoption of this resolution, at Permittee's own expense, to indemnify, defend and hold harmless the City and its agents, officers and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul the approval of the resolution or any condition attached thereto or any proceedings, acts or determinations taken, done or made prior to the approval of such resolution that were part of the approval process. (CA, G-6)
6. Any covenants, conditions, and restrictions (CC&Rs) applicable to the project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall prevail. (CA, G-7)
7. Permittee shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Permittee shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, G-8)
8. Permittee shall provide off-street parking for the project, including the number of spaces, stall size, paving, striping, location, and access, as required by the City Code, excepted as

permitted per Government Code Section 65915 with approval of Density Bonus Permit No. 15-535-01. (PL/B, G-9)

9. Before placing or constructing any signs on the project property, Permittee shall obtain a sign permit from the City. Except as provided in the sign permit, Permittee may not change any signs on the project property. (PL/B, G-10)
10. Permittee shall obtain a building permit for any new construction or modifications to structures, including interior modifications, authorized by this permit. (B, G-11)
11. Permittee shall not permit any combustible refuse or other flammable materials to be burned on the project property. (FD, G-12)
12. Permittee shall not permit any materials classified as flammable, combustible, radioactive, carcinogenic or otherwise potentially hazardous to human health to be handled, stored or used on the project property, except as provided in a permit issued by the Fire Chief. (FD, G-13)
13. If Permittee, owner or tenant fails to comply with any of the conditions of this permit, the Permittee, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, G-14)
14. Prior to issuance of building permits, Permittee shall correct all violations of the City Code existing on the project property for which the Code Compliance Division has open cases. (PL, G-15).

LANDSCAPE STANDARD CONDITIONS

15. Prior to issuance of building permits or the proposed use is initiated, whichever comes first, Developer shall submit two copies of landscape and irrigation plans, along with the appropriate permit application and fees, to the Development Services Division and obtain approval of such plans. (PK/DS, PK-2)
16. Prior to issuance of a certificate of occupancy, Developer shall install landscape and automatic irrigation systems that have been approved by Parks and Facilities Superintendent. (PK, PK-3)
17. Developer shall properly maintain landscape planting and all irrigation systems as required by the City Code and as specified by this permit. Failure of Developer to do so may result in the revocation of this permit and initiation of legal proceedings against Developer to ensure compliance (PK, PK-4)
18. Prior to the issuance of a certificate of occupancy, Developer shall provide a watering schedule to the building owner or manager and to Planning Division or designee. The irrigation system shall include automatic rain shut-off devices, or instructions on how to override the irrigation system during rainy periods. (PK, PK-5)

19. At the time of planting, Developer shall provide at least 24-inch box size for all new trees planted on the subject property by. All shrubs and vines planted under the subject permit by the Developer shall be at least five-gallon size, except as otherwise specified by this permit. (PK, PK-6)
20. Developer shall submit four sets of median and parkway landscape and irrigation plans with the first submittal of public improvement plans. The City shall approve median and parkway landscape and irrigation plans when the City approves public improvement plans. Before the City issues a building permit, the irrigation plans must be approved for proper meter size, backflow prevention device, and cross connection control by the Water Production Supervisor or designee. (DS/ PK, PK-14)
21. Before the City accepts parkways from Developer, the landscaping thereon must complete a plant establishment period of 90 days or such other time as specified in this permit. (PK/DS, PK-15)
22. Developer agrees that the project has aesthetic impacts arising from conversion of undeveloped land to developed land, which the landscaping improvements for the project are intended to mitigate. Developer further agrees that the landscaping improvements must be maintained in order to continue to mitigate such impacts. In order to provide for such maintenance, Developer has agreed to enter into an agreement with the City to cast a ballot in favor of formation of an assessment district to fund such maintenance and in favor of assessments on the project property. In the event that such an assessment district is not formed, Developer agrees to fund such maintenance. (PK, PK-18)
23. Developer shall install an irrigation system that includes a water sensor shut off device as a water conservation measure. (PK, PK-22)
24. At time of submittal to the Building and Engineering Division for plan check, Developer's Landscape Architect or Architect shall provide the City with written confirmation that they have reviewed the civil engineering construction drawings and that the NPDES requirements are not in conflict with meeting the City's landscape requirements. (PK, PK-23)
25. Developer shall include a note on the Landscape Plans submitted to the Building and Engineering Division for a building permit that "All landscaping and irrigation comply with Ordinance No. 2822", which adopted the City of Oxnard Landscape Water Conservation Standards. (PK, PK-24)
26. At the time of Plan Check submittal, the landscape plans shall contain an exhibit titled "Tree Tabulation Chart". The Tree Tabulation Chart shall contain a listing of all existing trees on site and shall refer to them by number as identified in the Arborist's Tree Report. The Tree Tabulation Chart shall clearly list all trees to remain, be removed or transplanted. The Chart shall contain the Arborist's economic appraisal value of each tree(s) removed as well as computations and calculations showing how the value of the removed tree(s) was put back

Resolution No. 2016-04
 PZ 15-500-03 (Channel Islands Apartments)
 April 7, 2016
 Page 7

into new tree sizes for the project that are in addition to meeting the City's minimum tree size of 24" box. (PK)

LANDSCAPE SPECIAL CONDITIONS

27. Prior to issuance of building permits, Developer shall revise landscaping and irrigation plans to comply with City Landscaping Standards and Code requirements for minimum size 24-inch box trees along the property line at intervals of no more than 40 feet on center and minimum 9-foot wide by 17-foot long landscaped finger planters at ends of parking spaces and one per every ten parking spaces, to the satisfaction of the Planning Manager.
28. Prior to the issuance of building permits, Developer shall amend the landscape plan to replace the *Platanus racemosa* (California Sycamore) along the easterly property line, near the E Channel Islands Blvd entrance with an alternative non-deciduous tree, subject to the approval of the Planning Manager.

FIRE DEPARTMENT STANDARD CONDITIONS

29. Developer shall construct all vehicle access driveways on the project property to be at least 26 feet wide. Developer shall mark curbs adjacent to designated fire lanes in parking lots to prohibit stopping and parking in the fire lanes. Developer shall mark all designated fire lanes in accordance with the California Vehicle Code. (FD/B, F-1)
30. All roof covering materials on the project property shall be of non-combustible or fire retardant materials approved by the Fire Chief and in compliance with the City Code. (FD, F-2)
31. Before the City issues building permits, Developer shall obtain the Fire Chief's approval of a plan to ensure fire equipment access and the availability of water for fire combat operations to all areas of the project property. The Fire Chief shall determine whether or not the plan provides adequate fire protection. (FD/DS, F-3)
32. At Developer's expense, Developer shall obtain two certified fire flow tests of the project property. The first test shall be completed before City approval of building plans and the second shall be completed after construction and prior to the issuance of a certificate of occupancy. The tests must be certified by a mechanical, civil, or fire protection engineer. Developer shall obtain permits for the tests from the Engineering Division. Developer shall send the results of the tests to the Fire Chief and the City Engineer. (FD/DS, F-4)
33. All structures on the project property shall conform to the minimum standards prescribed in Title 19 of the California Code of Regulations. (PF, F-5)
34. The project shall meet the minimum requirements of the "Fire Protection Planning Guide", published by the Fire Department. (FD, F-6)

Resolution No. 2016-04
 PZ 15-500-03 (Channel Islands Apartments)
 April 7, 2016
 Page 8

35. At all times during construction, Developer shall maintain paved surfaces capable of handling loads of 76,000 pounds which will provide access for firefighting apparatus to all parts of the project property. (FD/DS, F-7)
36. Developer shall identify all hydrants and fire protection equipment on the project property as required by the Fire Chief. (FD, F-8)
37. Developer shall provide central station monitoring of the fire sprinkler system and all control valves. (FD, F-10)
38. The turning radius of all project property driveways and turnaround areas used for emergency access shall be approved by the City Traffic Engineering Department. (FD, F-11)
39. Developer shall provide automatic fire sprinklers as required by the City Code and shall contact the Fire Chief to ascertain the location of all connections. (FD, F-12)
40. Developer shall install in each structure in the project an alarm system with a central station monitor that will automatically notify the Fire Department in the event of a fire in the structure. The alarm system shall include a UL or State Fire Marshal approved device, which shall not exceed design specifications, that reports the location of the fire by quadrants and allows the central station monitor to inform the Fire Department. (FD, F-13)
41. All signalized intersections shall be equipped with pre-emption equipment per traffic division specifications. (FD/TR, F15)
42. Developer shall comply with Certified Unified Program Agency (CUPA) requirements regarding the storage, handling and generation of hazardous materials or waste. Prior to the issuance of building permits, Developer shall contact the CUPA division of the Fire Department to ensure that such requirements are followed. (FD, F-16)

FIRE DEPARTMENT SPECIAL CONDITIONS

43. Areas designated by the Fire Marshal as Fire Lanes shall be identified by a red curb and signage per the California Department of Motor Vehicles. (FD)
44. Before the city issues a certificate of occupancy, the developer shall install a Knox key vault at a location to be determined by the Fire Department. (FD)
45. The project requires a Class 1 standpipe system. (FD)
46. Gurney size elevators shall be required if determined necessary by the Fire Marshall. (FD)

PLANNING DIVISION STANDARD CONDITIONS

47. Plans submitted by Developer with building permit applications shall show on the building elevation sheets all exterior building materials and colors, including product and finish

manufacturer name, color name and number, and surface finish type (such as: stucco with sand finish, plaster with smooth finish) to be used in construction. (PL/B, PL-1)

48. Any application for a minor modification to the project shall be accompanied by four copies of plans reflecting the requested modification, together with applicable processing fees. (PL, PL-2)
49. Before the City issues building permits, Developer shall include a reproduction of all conditions of this permit as adopted by resolution of the Planning Commission and/or the City Council in all sets of construction documents and specifications for the project. (PL, PL-3)
50. Before the City issues building permits, Developer shall provide to the Planning Division Manager color photographic reductions (8 1/2" by 11") of full-size colored elevations and any other colored exhibit approved by the Planning Commission. Developer may retain the full-size colored elevations after the reductions are so provided. (PL, PL-4)
51. During the plan check review process, the Developer shall provide a lighting plan that provides design details (light standards, bollards, wall mounted packs, etc.) and illumination site information within alleyways, pathways, streetscapes, and open spaces proposed throughout the development. An electrical engineer shall prepare the site lighting plan demonstrating that adequate lighting ranges will be provided throughout the development without creating light spillover, light pollution, or conflicts with surrounding factors such as tree locations, off-site or adjacent lighting. (PL)
52. Prior to issuance of building permits, Developer shall demonstrate that light standards illustrated on conceptual lighting plan do not conflict with tree locations. Developer shall submit a plan showing both the lighting and landscape on the same sheet.
53. Project on-site lighting shall be of a type and in a location that does not constitute a hazard to vehicular traffic, either on private property or on adjoining streets. To prevent damage from vehicles, standards in parking areas shall be mounted on reinforced concrete pedestals or otherwise protected. Developer shall recess or conceal under-canopy lighting elements so as not to be directly visible from a public street. Developer shall submit a lighting plan showing standard heights and light materials for design review and approval of the Planning Division Manager. (PL/B, PL-8)
54. In order to minimize light and glare on the project property, all parking lot and exterior structure light fixtures shall be high cut-off type that divert lighting downward onto the property and shall not cast light on any adjacent property or roadway. (PL, PL-9)
55. Prior to issuance of building permits, Developer shall provide Planning Manager with cut sheets for all proposed site and building light fixtures. Fixtures shall be decorative and architecturally compatible with the project, as determined by the Planning Manager. (PL)

56. During construction, Developer shall water the area to be graded or excavated prior to commencement of grading or excavation operations. Such application of water shall be at least twice per day and shall penetrate sufficiently to minimize fugitive dust during grading activities. (B/DS, *PL-11*)
57. During construction, Developer shall control dust by the following activities:
 - a. All trucks hauling graded or excavated material offsite shall be required to cover their loads as required by California Vehicle Code section 23114, with special attention to sub sections 23114(b)(2)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads; and
 - b. All graded and excavated material, exposed soils areas, and active portions of the construction site, including unpaved onsite roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible. (B/DS, *PL-12*)
58. Developer shall provide for dust control at all times during project property preparation and construction activities. (B/DS, *PL-13*)
59. Developer agrees to participate in a water conservation program that includes refitting water fixtures existing on the project property with water conserving devices within residences or businesses in the City's water service area, if such a program is in effect when building permits are issued for this project. Among the requirements of such a program might be refitting existing toilets, faucets, shower heads, landscaping irrigation or other fixtures and items that consume water within the structure. (PL, *PL-14*)
60. Because of water limitations placed upon the City by its water providers, approval of this permit does not guarantee that the City will issue building permits. Issuance of building permits may be delayed as a result of implementation of a water conservation or allocation plan. (PL, *PL-15*)
61. Prior to issuance of building permits, Developer shall pay a document imaging fee for the planning files in an amount calculated by planning staff at the time of building permit review based on fees then in effect. (PL/B, *PL-16*)
62. Developer shall participate in the City's Public Art Program by paying the Public Art fee prior to issuance of building permits, in accordance with City Council Resolution No. 14,124. (PL, *PL-50*)
63. Developer shall install all roof and building rain gutters and downspouts to integrate as closely as possible with building design elements, including matching adjacent building colors as closely as possible. Developer shall submit a plan and scheme for approval by the Planning Division Manager prior to issuance of building permits. (PL, *PL-18*)

Resolution No. 2016-04
 PZ 15-500-03 (Channel Islands Apartments)
 April 7, 2016
 Page 11

64. Developer shall provide utility meters, mailboxes and address directories, placed in decorative cabinets and clustered for efficient access for residents and service persons. Developer shall coordinate placement and design of such items accordingly, with the Planning Division Manager, the appropriate utility service provider and the United States Postal Service, prior to issuance of building permits. (PL, PL-19)
65. Developer shall provide automatic garage door openers for all garages. (PL/B, PL-20)
66. Prior to issuance of fine grading plans, Developer shall provide at least two types of driveway finishes or decorative designs. The details of the driveways shall be to the satisfaction of the Planning Division Manager. (PL, PL-22)
67. Light standards illuminating interior walkways shall be no more than eight feet high. Light shall not intrude into private living or patio areas. Light standards serving recreational areas held in common shall be no more than 15 feet high. Light shall be directed away from dwelling units. (B, PL-30)
68. Developer shall pay Quimby Fees (fees for park acquisition and improvement) before issuance of building permits. The amount of the fee shall be calculated by the Planning Division, and verified by the Parks Division at the time of payment. (PK/B, PL-36)
69. In accordance with City Council Ordinance No. 2615, or the ordinance in effect at the time building permits are issued, Developer shall provide six affordable units onsite
70. Developer shall recess or screen roof heating and cooling systems and other exterior mechanical equipment from adjoining property and public streets, as required by this permit. Plumbing vents, ducts and other appurtenances protruding from the roof of structures shall be placed so that they will not be visible from the front of the property or other major public vantage points. Developer shall include a note on the construction plumbing drawings of exterior elevations to indicate to contractors that roof features shall be grouped and located in the described manner. Roof vents shall be shown on construction drawings and painted to match roof material color. (PL/B, PL-41)
71. Developer shall install all roof and building drainpipes and downspouts inside building elements. These items shall not be visible on any exterior building elevations. (PL, PL-42)
72. For any exterior utility meter panels, Developer shall paint such panels to match the structure upon which it is located. Such panels shall be located to take advantage of screening (e.g. landscaping or other building elements) from public right-of-ways, to the maximum extent feasible. (PL, PL-43)

PLANNING DIVISION SPECIAL CONDITIONS

73. Developer shall install toilets that have automatic flush sensors in all public restrooms. Such toilets shall be included on the plans submitted for a building permit and shall be maintained and in working order at all times. (PL)

74. Developer shall install individual mirrors above each sink in a public restroom to the satisfaction of the Planning Division Manager. The details of such mirrors shall be approved prior to issuance of a building permit. Developer shall remove graffiti from the mirrors or replace the mirrors within 24 hours of graffiti appearance. (PL)
75. Developer shall remove any and all graffiti from the project premises, including but not limited to graffiti within the building, such as in restrooms or fitting rooms, within 24 hours of its appearance. The surface of such affected areas shall be matched to blend in with the underlying colors and/or design, and shall not look like a paint patch. (PL)
76. Before the City issues building permits, Developer shall provide a Graffiti Deterrent Plan, subject to the approval the Planning Division Manager. Such plan shall include such elements as clear film on windows and/or mirrors, as well as washable paint and sealers on the building and perimeter walls. (PL)
77. Developer shall contract with a Native American monitor to be present during all subsurface grading, trenching or construction activities on the project site. The monitor shall provide a monthly report to the Planning Division summarizing the activities during the reporting period. A copy of the contract for these services shall be submitted to the Planning Division Manager for review and approval prior to issuance of any grading permits. The monitoring report(s) shall be provided to the Planning Division prior to approval of final building permit signature. (MND, E-2)
78. This permit is granted subject to City Council approval of Planning and Zoning Permit Nos. 15-535-01 (Density Bonus) and 15-570-03 (Zone Change).
79. Per City Code Section 16-420(D), this permit shall automatically expire, without notice or hearing, two years (24 months) after the date of adoption of the City Council resolution granting Planning and Zoning Permit No. 51-535-01 (Density Bonus), unless by that date the Project is complete or is substantially underway, as shown by the issuance of a grading, foundation or building permit and the construction of substantial improvements.
80. Prior to issuance of building permits, Developer shall modify plans and area summary calculations to consistently denote private balcony dimensions and area. Per Code Section 16-16-362(F) and uniformly applied development policy, each unit shall be provided with a patio or balcony accessible from the interior of the unit with minimum dimensions of ten feet and a minimum area of 100 square feet.
81. Prior to issuance of building permits, Developer shall revise plans to provide adequate long and short-term bicycle parking within the Project, as required by the Bicycle and Pedestrian Facilities Master Plan (A-38). (PL)

Resolution No. 2016-04
 PZ 15-500-03 (Channel Islands Apartments)
 April 7, 2016
 Page 13

82. Prior to the issuance of building permits, Developer shall revise plans to identify the on-site manager's residence within Quadrant C, adjacent to the vehicular access gate along E Channel Islands Blvd. (PL)
83. The property shall not be used in such a manner as to allow, or advertise for, leases or subleases to individual lessees for an initial period of less than six months. (PL)

ENVIRONMENTAL RESOURCES DIVISION

84. To ensure that solid waste generated by the project is diverted from the landfill and reduced, reused or recycled, Developer shall complete and submit a "City of Oxnard C&D Environmental Resources Management & Recycling Plan" ("Plan") to the City for review and approval. The Plan shall provide that at least 50% of the waste generated on the project be diverted from the landfill. The Plan shall include the entire project area, even if tenants are pursuing or will pursue independent programs. The Plan shall be submitted to and approved by the Environmental Resources Division prior to issuance of a building permit. The Plan shall include the following information: material type to be recycled, reused, salvaged or disposed; estimated quantities to be processed; management method used; destination of material including the hauler name and facility location. Developer shall use the Plan form.
85. Developer shall follow the approved "City of Oxnard C&D Environmental Resources Management & Recycling Plan" and provide for the collection, recycling, and/or reuse of materials (i.e., concrete, wood, metal, cardboard, green waste, etc.) and document results during construction and/or demolition of the proposed project. After completion of demolition and/or construction, Developer shall complete and submit the "City of Oxnard C&D Environmental Resources Management & Recycling Report For Work Completed" ("Work Completed Report") and provide legible copies of weight tickets, receipts, or invoices for materials sent to disposal or reuse/recycling facilities. For other discarded or salvaged materials, Developer shall provide documentation, on the disposal facility's letterhead, identifying where the materials were taken, type of materials, and tons or cubic yards disposed, recycled or reused, and the project generating the discarded materials. Developer shall submit and obtain approval of the Work Completed Report prior to issuance of a certificate of occupancy.
86. Developer shall arrange for materials collection during construction, demolition, and occupancy with the City's Environmental Resources Division or Developer shall arrange for self-hauling. Regardless of hauling methods, all materials collected must be conveyed to the Del Norte Regional Recycling and Transfer Station.
87. Property Owner (Management) shall make provisions to divert at least 50% of the material through source reduction, recycling, reuse, and/or green waste programs. Developer shall submit a "City of Oxnard C&D Environmental Resources Management & Recycling Occupancy Plan" ("Occupancy Plan") to the City's Environmental Resources Division. An Occupancy Plan must be submitted and approved prior to issuance of a final inspection. Property Owner (Management) is required to submit to the Environmental Resources Division a "City of Oxnard C&D Environmental Resources Management & Recycling Occupancy

Report" annually for approval on the anniversary date of the certificate of occupancy or at any such time that the facility's operational functions change significantly.

88. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer.
89. Property Owner (Management) shall provide recycling containers near the point of use in common areas for residents to dispose of their recyclable waste (examples: indoors for newspapers and beverage containers; outdoors for beverage containers). Containers used exclusively for recycling shall be clearly identified as "recycling only" with clear icons or other graphics on each container appropriate to the container's content.
90. Property Owner (Management) shall provide literature in each apartment (including on the door of the storage cabinet) explaining the importance of recycling, what can be recycled, and providing suggestions for source reduction, as well as water and energy conservation. City contacts for waste reduction, water conservation, and energy savings shall be listed in the literature.
91. The Environmental Resources Division may require an enhanced enclosure to accommodate three bins (trash, mixed recycling, green waste) rather than a standard three cart residential system.

DEVELOPMENT SERVICES DIVISION STANDARD CONDITIONS

92. Developer shall pay plan check and processing fees in effect at the time of construction plan submittal and shall pay development fees, encroachment permit fees, and other applicable fees in effect at permit issuance. (DS-1)
93. Developer's Engineer shall design parking lot structural sections based on an analysis of the soils R-value and a traffic index (T.I.) approved by the City Engineer. The minimum structural section for parking lots is two inches of asphalt on four inches of base material. Developer shall indicate the proposed structural section and design T.I. on the site improvement plans. (DS-2)
94. Developer shall have the site improvement plans prepared using standard Development Services Division format(s) by a civil engineer licensed in the State of California. The plans shall incorporate recommendations from soil engineering and geology reports. Prior to issuance of a grading permit, improvement plans must be approved by the City Engineer and ink-on-mylar plans filed with the Development Services Division. (DS-3)
95. Developer shall submit improvement plans and drainage calculations demonstrating that storm drain runoff from the project property and all upstream areas will be safely conveyed to an approved drainage facility. The design and conveyance route shall be compatible with the City's Master Plan of Drainage and shall be approved by the City Engineer prior to approval of improvement plans. (DS-4)

96. Developer shall protect building pads from inundation during a 1% chance (100-year) storm. (DS-5)
97. Developer shall replace all broken, uplifted, or missing curb, gutter, or sidewalk along the street frontage(s) of the project. (DS-6)
98. Curb cut widths and design shall conform to City ordinances, standards, and policies in effect at the time City issues an encroachment permit. (DS-9)
99. Developer's site improvement plans shall include an on-site sewer plan. (DS-10)
100. Developer shall provide fire hydrants such that all points of all structures are within one hundred fifty (150) feet of a fire hydrant, or as otherwise approved by the Fire Department. Fire hydrant line improvements shall be designed in accordance with City standards and shown on the civil site improvement plans prior to issuance of a site improvement/grading permit. Developer shall provide the City with an easement over onsite waterlines using standard City format. (DS-11)
101. Developer shall install on-site and off-site electric, cable, telephone and similar utility service laterals underground in accordance with City ordinances in effect at the time City issues a building permit. Services shall be installed underground to the nearest suitable riser pole as determined by the appropriate utility service provider. (DS-12)
102. Developer shall enter into an agreement, approved as to form by the City Attorney, to install and construct all public improvements required by this permit and by the City Code. Developer shall post security satisfactory to the Finance Director, guaranteeing the installation and construction of all required improvements within the time period specified in the agreement or any approved time extension. (DS-14)
103. A California licensed civil engineer shall prepare the public improvement plans and documents for this project in accordance with City standards and shall submit all such plans to the City Engineer. Submittal shall include, but not necessarily be limited to, grading, street, drainage, sewer, water and other appurtenant improvement plans, construction cost estimates, soils reports, and all pertinent engineering design calculations. City will not approve a parcel map or final map nor issue a grading, site improvement or building permit until the City Engineer has approved all improvement plans. (DS-15)
104. Prior to issuance of a site improvement permit, Developer shall provide to the Development Services Division a compact Disc (CD) containing digital copies of all project maps, address map, and/or civil improvements drawings in DWG format. Prior to improvement bond release, Developer shall provide an updated CD containing all changes that occur during construction. (DS-16)
105. Developer shall process permanent master planned improvements that are eligible for reimbursement in accordance with City policies, resolutions, and ordinances in effect at the

time of recordation of the final map or parcel map or if there is no map, then at the time of public improvement plan approval. (DS-17)

106. Developer shall provide all necessary easements for streets, highways, alleys, sidewalks, parkways, landscaping, utilities, drainage facilities, or other improvements as required by City. If such easements cannot be obtained from the property owner by negotiation, City may acquire them at the expense of Developer by exercise of the power of eminent domain. Developer shall bear all costs of eminent domain proceedings, including appraisal, acquisition, attorney's fees, and court costs. Before City issues a site improvement permit, Developer shall dedicate all required easements to City. (DS-19)
107. Developer shall remove graffiti from the project, including graffiti on offsite public infrastructure under construction by Developer, within 24 hours of its appearance. If Developer fails to remove graffiti in accordance with this condition, the City may at the discretion of the Development Services Manager issue a stop work order until such time as the graffiti is removed. (DS-20)
108. The conditions of this resolution shall prevail over all omissions, conflicting notations, specifications, dimensions, typical sections, and the like, that may or may not be shown on the improvement plans. (DS-21)
109. Developer shall pay the cost of all inspections of on-site and off-site improvements. (DS-22)
110. Developer shall be responsible for all project-related actions of Developer's employees, contractors, subcontractors, and agents until City accepts the improvements. (DS-23)
111. Prior to beginning construction, Developer shall designate in writing an authorized agent who shall have complete authority to represent and to act for Developer. The authorized agent shall be present at the work site whenever work is in progress. Developer or the authorized agent shall make arrangements acceptable to City for any emergency work. When City gives orders to the authorized agent to do work required for the convenience and safety of the general public because of inclement weather or any other cause, and the orders are not immediately acted upon by the authorized agent, City may do or have such work done by others at Developer's expense. (DS-24)
112. "Standard Specifications for Public Works Construction" latest edition (including modifications thereto by City) and applicable City Standard Plates and Design Criteria shall be the project specifications, except as noted otherwise on the approved improvement plans. City reserves the right to upgrade, add to, or revise these specifications and plans and all other City ordinances, policies, and standards. If the improvements required of this project are not completed within 12 months from the date of City's approval of the improvement plans, Developer shall comply with and conform to any and all upgraded, additional or revised specifications, plans, ordinances, policies and standards. (DS-27)

113. Prior to issuance of a grading/site improvement permit, developer shall obtain Development Services Director approval for any proposed construction phasing. The improvement plans (and associated phasing plans) shall clearly indicate any interim or off-site improvements required by City. (DS-28)
114. Developer shall retain a California licensed Civil Engineer to ensure that the construction work conforms to the approved improvement plans and specifications and to provide certified "as-built" plans after project completion. Developer's submittal of certified "as-built" plans is a condition of City's final acceptance of the project and release of any associated security. (DS-29)
115. All grading shall conform to City's standard grading notes, City Code, and recommendations of Developer's soils engineer as approved by the City Engineer. (DS-30)
116. Developer shall construct sufficient drainage facilities concurrent with rough grading operations to mitigate any potential flooding or erosion affecting adjacent properties and public rights-of-way. (DS-31)
117. Developer shall design all slopes steeper than 5 (horizontal) to 1 (vertical) with a minimum 18 inch wide level area (at both top and bottom of slope) where it adjoins a wall, fence, sidewalk, trail, curb or similar improvement. (DS-32)
118. Storm drain, sewer and water facilities shall conform to applicable City Master Plans. Developer shall prepare plans for these facilities in accordance with City's engineering design criteria in effect at the time of improvement plan submittal. Developer shall submit plans with pertinent engineering analyses and design calculations for review and approval by the City Engineer prior to issuance of a site improvement permit. (DS-34)
119. Prior to issuance of a site improvement permit, Developer shall provide to the City Engineer easements or written consent (as determined appropriate by the Development Services Director) from all affected landowners for any diversion of historical flows or change in drainage conditions caused by the project. (DS-36)
120. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer. (DS-38)
121. Developer shall install water mains, fire hydrants and water services in conformance with City standard plates, design criteria and specifications as directed by the City Engineer. (DS-41)
122. Prior to issuance of building permits, Developer shall present to the City Engineer a "Proof of Payment - Authorization for Building Permits" form issued by the Calleguas Municipal Water District. (DS-44)
123. Developer shall install City approved backflow prevention devices for water connections if so ordered by the City Engineer. (DS-45)

124. Prior to designing the water system for the project, Developer shall have a certified fire flow test performed to determine existing water pressure and flow characteristics. The water system shall be designed to allow for a 10 psi drop in the static water pressure measured during the fire flow test. After construction and before City issues a certificate of occupancy, the City Engineer may require a second test. Developer shall obtain permits from the City Engineer prior to performing tests. Developer shall have all tests certified by a mechanical, civil, or fire protection engineer and provide written results of all tests to the City Engineer. (DS-47)
125. Developer shall submit a landscape irrigation plan prepared by a licensed professional, showing proper water meter size, backflow prevention devices, and cross-connection control. (DS-59)
126. Developer shall be responsible for and bear the cost of replacement of all existing survey monumentation (e.g., property corners) disturbed or destroyed during construction, and shall file appropriate records with the Ventura County Surveyor's Office. (DS-64)
127. Developer shall construct a concrete apron along the length of the trash enclosure opening that extends a minimum of 15 feet from the face of the enclosure. (DS-69)
128. Developer shall provide adequate vehicle sight distance as specified by CalTrans specifications at all driveways and intersections. (TR-71)
129. Developer shall install bike racks in accordance with City standards at locations approved by City Traffic Engineer. (TR-73)
130. Prior to issuance of a building permit, all traffic signal, pavement marking and sign plans shall be prepared by a registered California traffic engineer and approved by the City Engineer prior to issuance of a grading, site improvement or a building permit. (TR-74)
131. Prior to issuance of an encroachment permit, Developer's shall obtain City's approval of a contractor qualified to install traffic signals, pavement markings and signs. (TR-76)

STORMWATER QUALITY CONDITIONS

132. Developer shall design project to minimize degradation of stormwater quality by complying with the applicable sections of the Los Angeles Regional Water Quality Control Board's municipal separate storm sewer system ("MS4") permit (Order R4-2010-0108 including all revisions) for new development and redevelopment projects. Developer shall submit stormwater quality calculations and associated construction plans demonstrating compliance with the MS4 permit. Calculations shall generally be organized to follow the steps outlined in Chapter 2 of the 2011 Technical Guidance Manual for Stormwater Control Measures ("2011 TGM"). (DS-78)

133. Developer shall construct double-bin trash enclosures (one bin for recycle use) with a solid non-combustible roof (8-foot minimum clearance) that prevents stormwater from entering the refuse bins. Developer shall construct all other components of the trash enclosure in accordance with the approved City Standard Plan on file with the Development Services Division. Developer shall finish the trash enclosure to match the major design elements of the main structure subject to approval by the Planning Division. The location and configuration of the enclosure shall be approved by the Environmental Resources Division. All site refuse bins shall be stored in an approved enclosure. No objects other than refuse bins may be stored in the enclosure without the written permission of the Environmental Resources Division. (DS-79)
134. Developer's stormwater quality calculations shall include site specific analysis and recommendations from a geotechnical engineer, and if applicable, a landscape architect for design and implementation of stormwater treatment and infiltration devices. Geotechnical Engineering analysis and recommendations shall include, but not necessarily be limited to, determination of site specific soil infiltration rates, depth to permeable soil layers, methods to reach permeable soil layers, appropriate compaction rates, recommendations to enhance infiltration, and other requirements of the 2011 TGM. Landscape architectural recommendations shall include, but not necessarily be limited to, suggestions regarding appropriate vegetation and soil amendments for vegetated infiltration devices. Project plans shall implement approved design recommendations. (DS-81)
135. Using forms provided by the Development Services Division, Developer shall submit a stormwater quality control measures maintenance and operations plan ("the Plan") for this project. If the BMPs implemented with this project include proprietary products that require regular replacement and/or cleaning, Developer shall provide proof of a contract with an entity qualified to provide such periodic maintenance. The property owner is responsible for the long-term maintenance and operation of all BMPs included in the project design. Upon request by City, property owner shall provide written proof of ongoing BMP maintenance operations. No grading or building permit shall be issued until the Development Services Manager approves the Plan and Developer provides an executed copy of the City's stormwater covenant with the Plan included as an exhibit for recordation by the City. (DS-82)
136. Developer's stormwater quality control measures maintenance and operations plan shall include: 1) Requirement to clean on-site storm drains at least twice a year; once immediately before the first of October (the beginning of the rainy season) and once in January. The City Engineer may require additional cleaning; 2) Requirement to maintain parking lots free of litter and debris. Developer shall sweep sidewalks, drive aisles, and parking lots regularly to prevent the accumulation of litter and debris. When swept or cleaned, debris must be trapped and collected to prevent entry into the storm drain system. Developer may not discharge any cleaning agent into the storm drain system; 3) Requirement to label all on-site storm drain inlets with the message "Don't Dump - Drains to Ocean" in accordance with City standards. (DS-83)

Resolution No. 2016-04
 PZ 15-500-03 (Channel Islands Apartments)
 April 7, 2016
 Page 20

137. Developer's engineer shall submit written confirmation that the project landscape drawings comply with the landscape requirements of the Technical Guidance Manual for Stormwater Quality Control Measures for all landscape based stormwater quality best management practices. (DS-84)
138. Prior to issuance of a grading, building or demolition permit and prior to commencement of any clearing, grading or excavation, Developer shall provide evidence of assignment of a permit identification number by the California State Water Resources Control Board indicating submittal of a Notice of Intent (NOI) by the Developer in accordance with the NPDES Construction General Permit. Developer shall comply with all requirements of the General Permit and the Ventura Countywide MS4 Permit, including preparation of a Stormwater Pollution Prevention Plan (SWPPP). Developer shall keep the SWPPP updated to reflect current site conditions and a copy of the SWPPP shall be kept onsite and available for City or designated representative to review upon request. (DS-86)

DEVELOPMENT SERVICES DIVISION SPECIAL CONDITIONS

139. Developer shall pay to the County of Ventura a road mitigation fee in accordance with the agreement between the City and the County of Ventura. Proof of payment shall be provided to the Development Services Division prior to issuance of a building permit. (DS-105)
140. The percolation tests for this project shall include implementation of the reduction factor specified in the "Guidelines for Design, Investigation, and reporting for Low Impact Development Stormwater Infiltration" published in the Administrative Manual of the County of Los Angeles Department of Public Works. This reduction factor is in addition to the required safety factor. (DS)
141. Developer's geotechnical engineer shall test the exposed bottom of infiltration facilities immediately prior to facility construction and provide the City with a written opinion that the exposed soil layer is suitable for an infiltration facility based on review of the existing geotechnical reports, percolation tests, infiltration facility design, and characteristics of the exposed soil layer. The requirement for tests shall be included on the site improvement plans. (DS)
142. Developer shall include 2011 TGM compliant pre-treatment for underground infiltration based stormwater quality devices if such infiltration based devices are substituted for currently proposed surface based devices. Pre-treatment devices must effectively reduce sediment load entering the infiltration device to minimize occlusion of underlying soils and reduce long term maintenance requirements and thereby maintain the infiltration rate of the facility. Proprietary pre-treatment devices shall be designed to remove 80% of 50 micron particles and provide significant sediment storage. Typical catch basin insert devices do not provide the required sediment storage. Natural pre-treatment devices such as grass-filter swales must be designed in accordance with the 2011 TGM. (DS)
143. Developer proposes the use of "permeable pavement" to meet stormwater quality treatment control requirements for this project. Acceptable "permeable pavement" materials within the

City of Oxnard do not include the use of permeable asphalt due to the likelihood of maintenance procedures such as slurry seals that eliminate the treatment capacity of the facility. (DS)

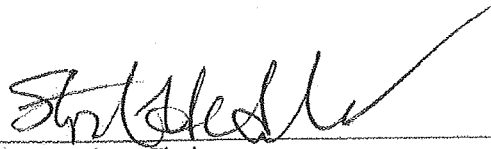
144. Developer shall relocate the existing Vortechs stormwater quality device currently located within the parkway along the project frontage to a location not within the project's proposed Channel Islands driveway. The new location shall provide for convenient maintenance access without blocking entry to the project. The final location is subject to approval of the Development Services Manager. (DS)
145. Developer shall construct a minimum 7-foot wide sidewalk at all locations where the sidewalk is constructed adjacent to the front of parking spaces. (DS)
146. Developer's site improvement plans shall include sufficient offsite elevations along the north and west property lines to clearly indicate existing drainage patterns. Developer shall not block existing drainage patterns of these properties. If retaining walls are proposed, site improvement plans shall indicate grade differences by indicating the height of proposed retaining portion of wall. (DS)
147. Developer shall construct the Statham Boulevard driveway approach(es) in compliance with City standard plate 115 (pan style driveway) unless directed otherwise by the Development Services Manager. (DS)
148. Developer shall redesign the onsite walkway connection to public sidewalk on the west side of the Channel Islands Boulevard driveway to eliminate curb indicated at the back of the public sidewalk. (DS)
149. Developer shall extend the Channel Islands sidewalk to its ultimate location along the entire project frontage. Developer shall additionally construct a smooth transition connecting the sidewalk to the existing sidewalk to the west. (DS)
150. Prior to issuance of a grading/site improvement permit, Developer shall dedicate right-of-way (approximately 5 feet) along the entire Channel Islands Boulevard frontage of the project extending to the back of sidewalk. (DS)
151. The onsite wastewater main shall be designed in compliance with City public design standards but shall be privately owned and maintained. (DS)
152. Developer shall provide individual water meters for each structure (each premises) as required by the Oxnard City Code. (DS)
153. Developer shall relocate the existing fire hydrant located within the proposed Statham Boulevard driveway to a location approved by the Development Services Manager and the Fire Marshall. The hydrant shall be upgraded to current standards if not already compliant. (DS)

Resolution No. 2016-04
PZ 15-500-03 (Channel Islands Apartments)
April 7, 2016
Page 22

154. Prior to issuance of a grading/site improvement permit, Developer shall provide the City Engineer with a 100-scale base map for addressing purposes. The map shall be drawn on mylar and meet City poly for such maps. (DS)
155. Developer shall install "No Parking" signs northerly and southerly of the proposed Statham Boulevard driveway. Final location and length of no parking zone is subject to approval of the City Traffic Engineer. (TR)
156. Developer shall install R6-1 (One way) sign at the existing median island across from the project's Channel Islands Boulevard driveway. (TR)
157. Developer shall install EMTRAC emergency vehicle detection system at the traffic signal at the Channel Islands Boulevard /Statham Boulevard intersection. The EMTRAC system shall conform to the City of Oxnard standards for emergency vehicle detection system. (TR)
158. Developer shall retrofit the existing HPSV cobra head lighting system at the Channel Islands Boulevard/Statham Boulevard intersection with LED lighting. The LED lighting shall conform to the City of Oxnard standards for intersection safety lighting. (TR)
159. Developer shall construct an ADA compliant access ramp at the northeast corner of Channel Islands Boulevard/Statham Boulevard intersection. (TR)
160. Developer shall design and construct both project entry gates to accommodate turn-around for vehicles not able to enter the site. The final design of the turn-arounds shall be approved by the Development Services Manager. (TR)
161. Developer shall furnish and install a metal bench and a trash can at the bus stop located at the northwest corner of the intersection of East Channel Islands and Statham Boulevards. Specifications shall be per City standard. Final location shall be approved by the City Traffic Engineer. (DS/TR)
162. Developer shall furnish and install a trash can at the bus stop located at the southeast corner of the intersection of East Channel Islands and Statham Boulevards. Specifications shall be per City standard. Final location shall be approved by the City Traffic Engineer. (DS/TR)

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard on this 7th day of April, 2016.

Resolution No. 2016-04
PZ 15-500-03 (SUP)
April 7, 2016
Page 23



Stephen Huber, Chair

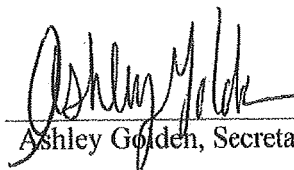
I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held on 7th day of April, 2016, and carried by the following vote:

AYES: Commissioner(s): Okada, Mullin, Huber, Stewart, Frank, Nash, and Dozier

NOES: Commissioner(s): None

ABSENT: Commissioner(s): None

ABSTAIN: Commissioner(s): None



Ashley Golden, Secretary

RESOLUTION NO. 2016-05

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING THAT THE CITY COUNCIL ADOPT A RESOLUTION APPROVING PLANNING AND ZONING PERMIT NO. 15-535-01 (DENSITY BONUS) FOR AN AFFORDABLE HOUSING PROJECT WITH A TOTAL OF 66 MARKET RATE AND SIX AFFORDABLE APARTMENTS ON AN EXISTING 2.97-ACRE PARCEL LOCATED AT 1375 E CHANNEL ISLANDS BOUELVARD, SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY DESIGNATED AGENT VINCE DALY, THE DALY GROUP, INC., 31255 CEDAR VALLEY DRIVE, SUITE 323, WESTLAKE VILLAGE, CALIFORNIA 91362.

WHEREAS, on April 7, 2016, the Planning Commission of the City of Oxnard ("**Planning Commission**") has considered an application for Planning and Zoning Permit No. 15-535-01 (Density Bonus) filed by Designated Agent Vince Daly, The Daly Group, Inc., on behalf of the Property Owner, in accordance with Section 16-561 of the Oxnard City Code; and

WHEREAS, the Planning and Environmental Services Division has determined that the impacts of the Project were previously analyzed by Environmental Impact Report No 09-01, certified for the 2030 General Plan, as described in the Planning Commission Staff Report.

WHEREAS, the Planning and Environmental Services Division has completed a preliminary environmental assessment of the Project in accordance with the California Environmental Quality Act (CEQA) and determined that the Project is subject to a categorical exemption pursuant to Section 15332 for in-fill development projects, and satisfies all criteria for this exemption, as described in the Planning Commission Staff Report; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA), the Planning and Environmental Services Division has determined that the Project is exempt pursuant to Section 15061(b)(3), as described in the Planning Commission Staff Report; and

WHEREAS, the Planning Commission finds, after due study, deliberation and public hearing, that the following circumstances exist:

- (1) **If the application is for a housing project, that the project meets the criteria set out in Cal. Gov't Code Section 65915(b); or if the application is for the donation of land for housing, that all of the conditions set out in Government Code, Section 65915(g)(2) are met.**

The Project meets all necessary criterial of Government Code Section 65915 to be considered eligible for a density bonus because the Developer has provided six affordable (very-low income) units.

- (2) **If the application includes the waiver or reduction of development standards, that the waiver or reduction is necessary to prevent physically precluding the construction of the project at the densities or with the concessions or incentives permitted by the statute.**

The Project includes a waiver to the requirements of OCC Section 16-58, establishing a maximum height of 35 feet. Per OCC Section 16-303(A), building height is measured from the top of the average curb elevation at the adjacent principal public street. The Project is proposed at a maximum height of 39 feet, 11 inches.

The waiver is necessary to prevent physically precluding the construction of the Project as the topography of the pre-developed site is relatively flat with an average elevation of 36. The top of curb along E Channel Islands Blvd. is approximately 35.5 to 36.5 and 35.5 to 36 along Statham Blvd. In order for the Project development to be able to drain the northeast corner by gravity for overflow (a general requirement of the City of Oxnard), the northeast corner needs to be raised to provide the minimum gravity slope to the streets. This high point is designed at elevation 40.25 on the surface of the drive aisle. The building pad elevation is determined from this scenario and therefore the pad and finish floor elevation is set at the lowest elevation to accomplish the gravity flow to the streets. While the height measured from the finished floor to top or roof is less than 35 feet, the grading of the lot to accommodate the required drainage flow increases the height, as measured by OCC Section 16-303(A) to a maximum 39 feet, 11 inches.

(3) The Applicant has proposed a satisfactory method to guarantee that the sales or rental prices will be established as stated in the application.

The Applicant has agreed to all proposed conditions of approval which include that the Developer shall enter into an agreement in a form approved by the City Attorney ensuring the continued affordability of six units for up to 50% AMI (very-low income), as adjusted for family size as provided in 25 California Code of Regulations Section 6932. The agreement will be recorded with the Ventura County Recorder and the agreement will be for a minimum term of 55 years.

(4) The Applicant has agreed to execute the agreement referred to in Section 16-421 [Agreements for Low and Very-Low Income Units] or 16-422.

The Applicant has agreed to all proposed conditions of approval which include that the Developer shall enter into an agreement in a form approved by the City Attorney ensuring the continued affordability of six units for up to 50% AMI (very-low income), as adjusted for family size as provided in 25 California Code of Regulations Section 6932. The agreement will be recorded with the Ventura County Recorder and the agreement will be for a minimum term of 55 years.

(5) The affordable units are dispersed throughout the project, have a number of bedrooms proportionate to the number of bedrooms in other units in the project, and do not differ in appearance, size and amenities from other units in the project.

The Project will provide 2 one-bedroom, 3 two-bedroom, and 1 three-bedroom units as affordable to very-low income groups. This distribution is generally proportionate to the mix of unit types comprising the Project. The Applicant has agreed to all proposed conditions of approval which include that the units are comprised as described above and distributed throughout the Project and shall not differ in appearance, size, or amenities from other units of the same size in the Project.

Resolution No. 2016-05
 PZ 15-535-01 (DB)
 April 7, 2016
 Page 3

WHEREAS, the Planning Commission recommends that the City Council approve the following density bonus concessions for the proposed development in accordance with Section 16-419(c) of the City Code: (1) reduction in interior yard space required by City Code Section 16-63, from 38,810 square feet to 20,150 square feet, and 2) reduction the minimum dwelling unit size required by City Code Section 16-362(A) from 700 square feet to 579 square feet (net) for one-bedroom units and 900 square feet to 780 square feet for units providing two or more bedrooms.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard hereby recommends that the City Council grant a density bonus permit for the affordable housing development to allow eighteen (18) additional units for a maximum of 72 dwelling units on the site, a 35% density increase, including the concessions listed above, subject to the conditions of approval listed below.

CONDITIONS OF APPROVAL

Note:

The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the Project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-1*) while some are taken from environmental documents (e.g. *MND-S2*).

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning Division
DS	Dev Services/Eng Dev/Inspectors	TR	Traffic Division
PD	Police Department	B	Building Plan Checker
SC	Source Control	FD	Fire Department
PK	Landscape Design	CE	Code Compliance

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, *G-1*).
2. This permit is granted for the plans dated February 16 and March 1, 2016 ("the plans") on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning and Environmental Services Manager ("Planning Manager") or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major modification shall be required for substantial changes or increases in such items. (PL, *G-2*)

Resolution No. 2016-05
PZ 15-535-01 (DB)
April 7, 2016
Page 4

3. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Developer to provide security or an executed agreement approved by the City Attorney to ensure completion of such improvements. (DS, G-4)
4. By commencing any activity related to the project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA, G-5)
5. Developer shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, G-8)
6. This permit is granted subject to approval of Planning and Zoning Permit Nos. 15-500-03 (Special Use Permit) and 15-570-03 (Zone Change).
7. Prior to issuance of building permits, Developer shall enter into an agreement in a form approved by the City Attorney ensuring the continued affordability of six units which qualified the applicant for a density bonus. The affordability shall be as follows: six units for up to 50% AMI (very-low income), as adjusted for family size as provided in 25 California Code of Regulations Section 6932. The agreement shall be recorded in the Office of the Ventura County Recorder. The term of the agreement shall be for a minimum of 55 years.
8. Developer shall submit to the Housing Director information about the income of each prospective tenant of an affordable unit and the proposed rental price of the unit. The Housing Director shall review such information and determine whether the prospective tenant meets the income requirements for the unit and whether the proposed rental price of the unit does not exceed the affordable cost or rent for the income category of the prospective tenant.
9. The Housing Director shall monitor the rental of each affordable unit to determine compliance with this condition. If the Housing Director determines that Developer is not meeting the requirements of this condition, the Housing Director shall so notify Developer and the Development Services Manager in writing, and no more building permits shall be issued for the project until the Housing Director notifies the Development Services Manager in writing that Developer is meeting the requirements of this condition.
10. The agreement shall establish specific compliance standards and specific remedies available to the City of such compliance standards are not met. The agreement shall, among other things, specify the number of very-low income affordable units by number of bedrooms, standards for qualifying household incomes or other qualifying criteria, a required annual report, and monitoring fees. Developer hereby agrees to deposit funds for any staff time expended for preparation of the agreement and subsequent compliance with said agreement.

Resolution No. 2016-05
 PZ 15-535-01 (DB)
 April 7, 2016
 Page 5

11. Developer agrees, as a condition of adoption of this resolution, at Developer's own expense, to indemnify, defend and hold harmless the City and its agents, officers and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul the approval of the resolution or any condition attached thereto or any proceedings, acts or determinations taken, done or made prior to the approval of such resolution that were part of the approval process. (CA, G-6)
12. The six affordable units provided by the Project shall be comprised as follows: 2 one-bedroom units, 3 two-bedroom units, and 1 three-bedroom unit. These units shall be distributed throughout the Project and shall not differ in appearance, size, or amenities from other units of the same size in the Project. (PL/CA)
13. Per City Code Section 16-420(D), this permit shall automatically expire, without notice or hearing, two years (24 months) after the date of adoption of the City Council resolution grating the permit, unless by that date the Project is complete or is substantially underway, as shown by the issuance of a grading, foundation or building permit and the construction of substantial improvements.

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard on this 7th day of April, 2016.


 Stephen Huber, Chair

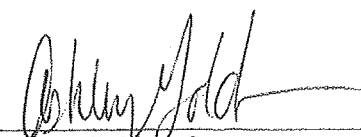
I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held on 7th day of April, 2016, and carried by the following vote:

AYES: Commissioner(s): Okada, Mullin, Huber, Stewart, Frank, Nash, and Dozier

NOES: Commissioner(s): None

ABSENT: Commissioner(s): None

ABSTAIN: Commissioner(s): None


 Ashley Golden, Secretary

RESOLUTION NO. 2016-06

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE APPROVING PLANNING AND ZONING PERMIT NO. 15-570-03 (ZONE CHANGE) TO CHANGE THE EXISTING ZONING DESIGNATION FROM MULTIPLE-FAMILY-PLANNED DEVELOPMENT (R-2-PD) TO GENERAL COMMERCIAL – PLANNED DEVELOPMENT (C-2-PD), AMENDING THE CITY OF OXNARD ZONING MAP FOR THE PROPERTIES LOCATED AT ASSESSOR PARCEL NOS. (APN) 220-0-323-375 AND 220-0-323-385, SUBJECT TO CERTAIN FINDINGS. FILED BY FILED BY CITY OF OXNARD, DEVELOPMENT SERVICES DEPARTMENT, 214 SOUTH C STREET, OXNARD, CALIFORNIA 93030.

WHEREAS, on May 13, 2015, Designated Agent Vince Daly, The Daly Group, Inc. (the “**Applicant**” and/or “**Permittee**”) submitted a request to allow construction of a two- and three-story, 72-unit multi-family, mixed-income apartment community and associated site improvements, portions of which are proposed on APN 220-0-323-375 and 220-0-323-385, (the “**Project**”); and

WHEREAS, the City of Oxnard has initiated a zone change for the two above-referenced parcels (APN: 220-0-323-375 and 220-0-323-385) to bring the subject properties into compliance with the 2030 General Plan land use designation; and

WHEREAS, on April 7, 2016, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly noticed public hearing to consider Applicant’s request to approve Planning and Zoning Permit Nos. 15-500-03 (Special Use Permit), 15-535-01 (Density Bonus) and 15-570-03 (Zone Change) to allow construction of the aforementioned Project, in accordance with Oxnard City Code; and

WHEREAS, the Planning and Environmental Services Division has determined that the impacts of the Project were previously analyzed by Environmental Impact Report No 09-01, certified for the 2030 General Plan, as described in the Planning Commission Staff Report.

WHEREAS, the Planning and Environmental Services Division has completed a preliminary environmental assessment of the Project in accordance with the California Environmental Quality Act (CEQA) and determined that the Project is subject to a categorical exemption pursuant to Section 15332 for in-fill development projects, and satisfies all criteria for this exemption, as described in the Planning Commission Staff Report; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA), the Planning and Environmental Services Division has determined that the Project is exempt pursuant to Section 15061(b)(3), as described in the Planning Commission Staff Report; and

Resolution No. 2016-06
 PZ 15-570-03 (ZC)
 April 7, 2016
 Page 2

WHEREAS, Government Code Section 65860(a) requires that all City zoning is consistent with the City of Oxnard 2030 General Plan; and

WHEREAS, the Planning Commission finds, after review of the Planning Commission Staff Report and all written and oral evidence presented at the public hearing, that the proposed Project is consistent with the City of Oxnard 2030 General Plan as amended for the reasons set forth in Section 6 of the Planning Commission Staff Report; and

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF OXNARD hereby recommends that the City Council adopt an ordinance: (i) approving Planning and Zoning Permit No. 15-570-03 (Zone Change) to change the existing zoning designation from Multiple-Family-Planned Development (R-2-PD) to General Commercial-Planned Development (C-2-PD); (ii) amending the City of Oxnard Zoning Map to change the zoning designations for property as shown in Exhibit "A", attached hereto and incorporated herein by reference, for the properties located at APN 220-0-323-375 and 220-0-323-385.

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard on this 7th day of April 2016.


 Stephen Huber, Chair

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held on this 7th day of April 2016, and carried by the following vote:

AYES: Commissioner(s): Okada, Mullin, Huber, Stewart, Frank, Nash, and Dozier

NOES: Commissioner(s): None

ABSENT: Commissioner(s): None

ABSTAIN: Commissioner(s): None

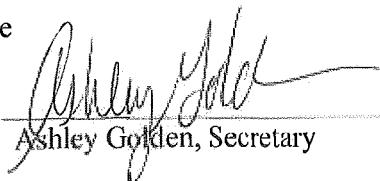
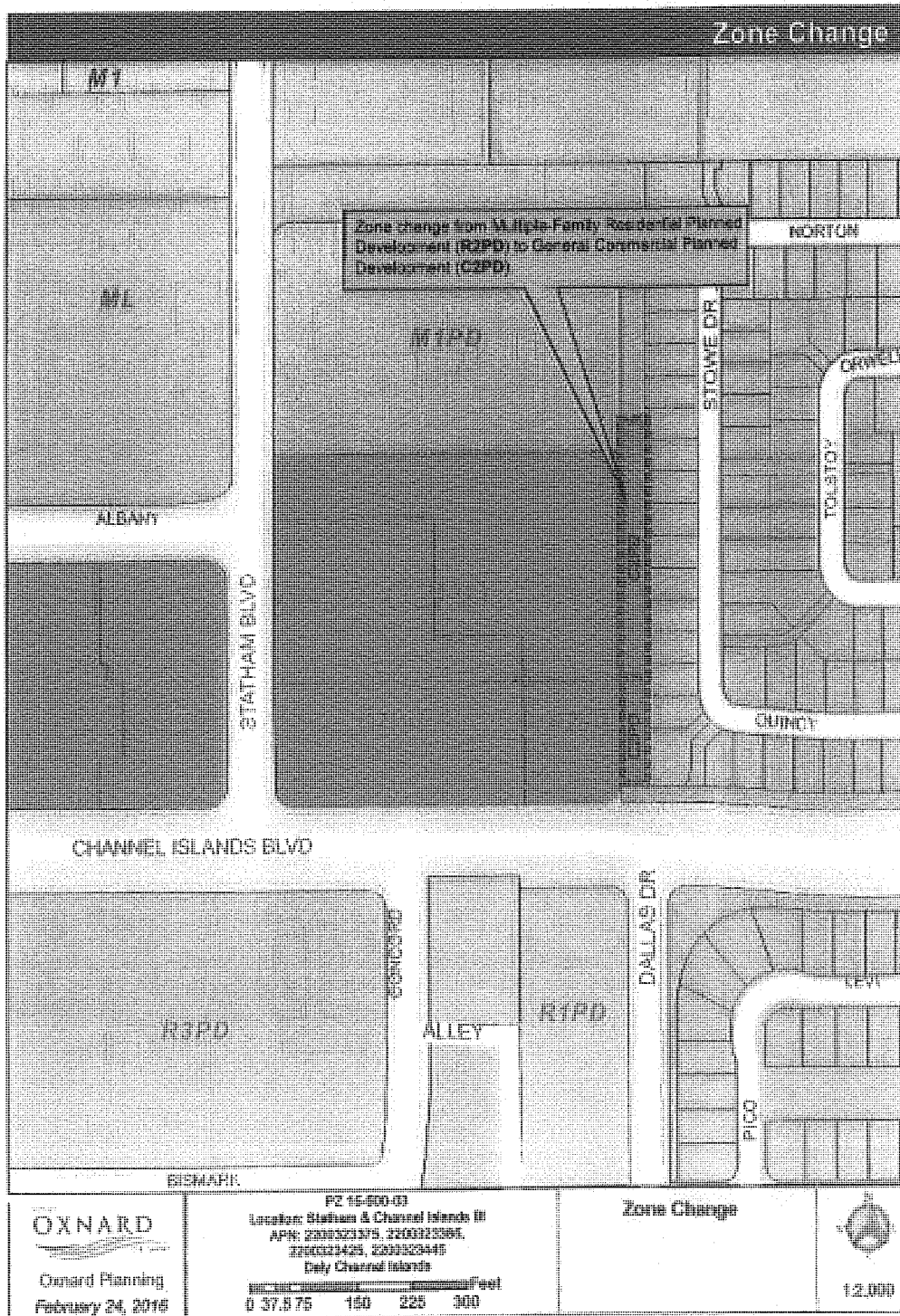

 Ashley Golden, Secretary

EXHIBIT A CITY OF OXNARD ZONING MAP





PLANNING COMMISSION STAFF REPORT

TO: Planning Commission

FROM: Douglas Spondello, Senior Planner

DATE: April 7, 2016

SUBJECT: Planning and Zoning Permit Nos. 15-500-03 (Special Use Permit), 15-535-01 (Density Bonus), and 15-570-03 (Zone Change), Property Located at 1375 E Channel Islands Boulevard.

1) Recommendation: That the Planning Commission:

- a)** Approve Planning and Zoning Permit No. 15-500-03 (Special Use Permit), subject to certain findings and conditions;
- b)** Adopt a resolution recommending that the City Council approve Planning and Zoning Permit No. 15-535-01 (Density Bonus), subject to certain findings and conditions; and
- c)** Adopt a resolution recommending that the City Council approve Planning and Zoning Permit No. 15-570-03 (Zone Change), subject to certain findings.

2) Project Description and Applicant: Requests to construct a two and three-story, 72-unit, multi-family apartment project with a 35% density bonus to include 66 market rate and six affordable units (very-low income) on a 129,366 square-foot property, located at 1375 E Channel Islands Blvd. Two concessions are proposed as part of the density bonus request: 1) a reduction to the interior yard space required by City Code (OCC) Section 16-63; and 2) a reduction to the minimum dwelling unit sizes required by OCC Section 16-362(A). A waiver of the maximum height permitted by OCC Section 16-58 is also requested with the density bonus application. A City-initiated zone from Multiple-Family Zone Planned Development (R-2-PD) to General Commercial Planned Development (C-2-PD) will be processed concurrently to bring portions of the property into compliance with the 2030 General Plan land use designation of Commercial General (CG). For purposes of this Staff Report, the foregoing project description shall be referred to as the **“Project”**. Filed by Designated Agent Vince Daly, The Daly Group, Inc., 31255 Cedar Valley Drive, Suite 323, Westlake Village, California, 91362, on behalf of the property owner (the **“Applicant”**).

3) Existing & Surrounding Land Uses: The 129,336 square-foot / 2.97-acre Project site is located within the Cal-Gisler Neighborhood, at the northeast corner of East Channel Islands and Statham Boulevards. Specifically, the property is located between the Amar Ranch market and Channel Pointe housing tract. The following table details the surrounding land uses immediately adjacent to the project site.

PZ Nos. 15-500-03, 15-535-01, and 15-570-03; Channel Islands Apartments
 Planning Commission Date: April 7, 2016
 Page 2

Location	General Plan Land Use Designation	Zoning	Existing Land Use
Project Site	Commercial General (CG)	General Commercial Planned Development (C-2-PD) and Multiple-Family Planned Development (R-2-PD)*	Vacant
North	Industrial Light	Light Manufacturing-Planned Development (M-1-PD)	Produce warehousing and wholesaler
South	Residential Low-Medium (RLM)	Single-Family Residential – Planned Development (R-1-PD)	Channel Island Community Church
East	RLM	R-2-PD	Single-family residential (“Channel Pointe”)
West	CG	C-2-PD	Grocery Store (“Amar Ranch Market”)

*The request includes a City-initiated zone change from R-2-PD to C-2-PD, to bring portions of the site into compliance with the 2030 General Plan designation of Commercial General. [See Section 6(c) below]

- 4) Background Information:** There are no historic planning or building permits associated with the Project site.
- 5) Environmental Determination:** Staff believes that the Project is exempt from the State California Environmental Quality Act (CEQA) for three independent reasons. First, the Project was previously analyzed under Program Environmental Impact Report No. 09-01, in support of the 2030 General Plan. Second, the Project is exempt per Section 15332 of the State CEQA Guidelines. Finally, the Project is exempt per Section 15061(b)(3). The justifications for these findings are described in detail below.

a. Impacts of Project Were Previously Analyzed by the 2030 General Plan EIR

In 2008, the City approved the 2030 General Plan, which, among other things, adopted the General Plan Land Use Designation for the subject property as Commercial General. The Commercial General designation authorizes residential development at densities up to 18 units per acre. When approving the General Plan, the City adopted Program Environmental Impact Report (PEIR) No. 09-01, which analyzed impacts related to anticipated buildout projected by the 2030 General Plan. As such, revising the zoning to become consistent with the general plan does not add any impacts that were not already analyzed. Specifically, the EIR analyzed utility demand, traffic, infrastructure, and all other impacts associated with development permitted by the anticipated general plan land use designations.

Amending the zoning to conform to the general plan would not add any new impacts that were not previously analyzed. There are no substantial changes between what was analyzed in the EIR for this property and the proposed zoning which authorizes this development. No substantial changes have occurred to the circumstances under which the project is undertaken – there has been no significant development on any of the properties abutting the subject property. Further,

PZ Nos. 15-500-03, 15-535-01, and 15-570-03; Channel Islands Apartments
Planning Commission Date: April 7, 2016
Page 3

there is no new information of significance that has come to light since the EIR was originally certified.

b. As Infill Development, Project is Exempt under 15332 of CEQA Guidelines

In accordance with Section 15332 of the State CEQA Guidelines, projects “characterized as infill development meeting the conditions described in this section” may be found to be exempt from the requirements of the California Environmental Quality Act (CEQA). The conditions referenced by the statute and a brief summary describing how the Project compiles are outlined below:

The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations. As outlined in Section 6 of this report, the Project, as conditioned, complies with the General Plan designation, applicable policies and associated zoning regulations.

The proposed development occurs within City limits on a project site of no more than five acres substantially surrounded by urban uses. As outlined in Section 3 of this report, the 2.97-acre project site is within the City of Oxnard, surrounded by developed, urban uses.

The project site has no value as habitat for endangered, rare or threatened species. The Project site is not within an area identified as a potential habitat for endangered, rare or threatened species by the Coastal Land Use Plan, 2030 General Plan. Furthermore, a site visit did not reveal any evidence that the site has no value as habitat for endangered, rare or threatened species.

Approval of the project would not result in any significant effects relating to traffic, noise, air quality or water quality. The Project provided a traffic analysis to determine the traffic levels which may have the potential to impact roadways. The City Traffic Engineer determined that the existing circulation system is adequate for Project related traffic. Furthermore, the Project would not result in a reduction to the Level of Service at adjacent intersections. The Project does not include any significant sources of noise generation beyond those that would be anticipated within developed, urban areas. Potential air quality impacts associated with the projects were modeled using CalEEMod (2011), which concluded that the Project does not present significant effects to air quality. Finally, as proposed and conditioned, the Project does not propose any significant impacts to water quality.

The site can be adequately served by all required utilities and public services. The Project is located within a developed, urban area. As conditioned, all required utilities and public services are adequate to serve the demand proposed by the 72 apartments and associated amenities.

PZ Nos. 15-500-03, 15-535-01, and 15-570-03; Channel Islands Apartments
Planning Commission Date: April 7, 2016
Page 4

c. Project is Exempt under CEQA Guidelines 15061(b)(3).

The project is also exempt from CEQA under the “catch-all” exemption of 15061(b)(3) because there is no possibility that the activity in question may have a significant effect on the environment. As described above, the traffic analysis determined that there were no significant traffic impacts. There are adequate utilities to support the project. All other impacts would not be significant because uniformly applied development standard ensure that there are no significant impacts.

In light of the analysis above, Staff has determined that there is no substantial evidence that the project may have a significant effect on the environment and recommends that Planning Commission accept the Notice of Exemption (see Attachment C).

6) Analysis:

a) General Discussion: The Project was submitted on May 13, 2015 and includes a total of 72 apartments ranging in size from 579 to 1,124 square feet and comprised of 20 one-bedroom, 44 two-bedroom, and 8 three-bedroom units. Six of the units will be restricted for minimum of 55 years for occupancy by individuals or families who are very-low income, earning 50% less than the area median income. The remaining 66 remaining units are not restricted. The Project includes a two-story, 2,500 square-foot community space including a gym, fitness room, game lounge, media room, restrooms, and a manager’s office. An on-site manager will staff the leasing office during business hours and an on-site resident will be available after-hours.

b) General Plan Consistency: The City’s 2030 General Plan land use designation for the subject site is for Commercial General uses which allows “retail centers and free-standing commercial uses along arterials, (and) may also include office, residential uses up to 18 dwelling units per acre, live/work, work/live, and mixed uses”.

Under this General Plan land use designation, the 129,366 square-foot (2.97-acre) Project site could accommodate 53 units. The Applicant has requested a density bonus (DB), pursuant to OCC Chapter 16, Article V, Division 7, Incentives to Create Affordable Housing and State Density Bonus Law. The State DB law requires fractional units to be rounded up to the nearest whole-number. As a result, a 35% DB increase provides an additional 19 units, bringing the project to a total of 72 units. As discussed further in Section 6(d) below, the Project compiles with the requirements of the DB request. With approval of the DB and special use permit, the Project would be consistent with the allowable density for the 2030 General Plan per State law.

Consistency with the 2030 General Plan is defined by the relationship between 2030 General Plan policies and the proposed project. The three consistency classification levels are:

PZ Nos. 15-500-03, 15-535-01, and 15-570-03; Channel Islands Apartments

Planning Commission Date: April 7, 2016

Page 5

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

POLICY	LEVEL	POLICY OR TITLE	EXPLANATION
CD-1.2	I	Promote the efficient use of larger vacant parcels and vacant areas of the City by encouraging infill development, with a priority to mixed uses that reduce vehicle trips and GHG emissions and promote sustainable development goals and objectives.	The Project is vacant and surrounded by urban uses. The Project has been planned with amenities to encourage bicycle and pedestrian travel as well as the use of public transit services which collectively reduce vehicle trips and GHG emissions.
CD-1.5	I	Promote the development of a variety of housing types throughout the City including apartments, condominiums, lofts, townhouses, and attached and detached single-family units.	The Project is proposed on an existing underutilized parcel surrounded by residential neighborhoods with existing public utilities and services in the vicinity.
CD-2.1	I	Amend the zoning code, zoning map, Coastal Land Use Program, and other land use regulations to make them consistent with the adopted and/or subsequently amended 2030 General Plan.	The Project includes a zone change to provide conformity with the adopted 2030 General Plan.
CD-8.1	I	Continue to limit development to those areas that can be served by existing or planned utilities, transportation, and service systems.	The Project is surrounded by urban development and the existing utilities within the vicinity can adequately serve the proposed Project.
CD-14.1	I	In the evaluation of development proposals, continue to ensure that public and private development projects comply with City design policies, plans and guidelines.	The Project has been redesigned to reflect recommendations provided by the Development Advisory Committee. As conditioned, the project conforms to City design policies, plans, and guidelines.
ICS-3.3	I	Determine as part of the development review and approval process that intersections associated with new development operate at a level of service (LOS) of "C" or better...	The scale of the Project did not meet the threshold for review of a traffic study. Recent traffic studies (Naumann Ranch, May, 2015 and Skyview, June, 2015) have determined that the intersection of Rose Avenue and E Channel Islands Blvd. operates at an existing LOS B during p.m. peak hours.

PZ Nos. 15-500-03, 15-535-01, and 15-570-03; Channel Islands Apartments

Planning Commission Date: April 7, 2016

Page 6

ICS-6.1	I	Include transit facilities such as bus benches, shelters, pads or turnouts, where appropriate, in new development improvement plans.	Project is conditioned to provide improvements at adjacent bus stops at the northwest and southeast corners of E Channel Islands and Statham Blvds.
ICS-11.7	I	Promote water conservation in landscaping for...residential and require new development to incorporate water conserving fixtures (low water usage) and water-efficient plants into new and replacement landscaping.	The proposed landscape material complies with the California Department of Water Resources Model Water Efficient Landscape Ordinance (AB No. 1881) and the City of Oxnard Water Efficient Landscape (Ordinance No. 2822). The project is conditioned to implement water conserving irrigation features. Landscape and irrigation plans will be reviewed prior to issuance of building permits.
Chapter 8 (Housing Element) 2.3	I	Ensure that residential development sites have appropriate and adequate public and private services and facilities, including wastewater collection and treatment, potable and recycled water supply, utilities, parks, schools, and other neighborhood infrastructure.	As conditioned, the Project is provided with adequate public and private services. These include existing streets, sidewalks, and public transit stops, among others. The Project will pay development impact fees to mitigate the demand on parks, schools, and infrastructure.
CD-3.4 CD-4.4 CD-14.2 CD-14.3 ICS-11.10 ICS-14.1 ICS-14.3 ICS-19.2 ICS-20.8 ICS-21.2 ER-10.1	II	Neighborhood Quality of life. Commercial Area Aesthetics. Design Review Process Functions (DAC) Quality of Design Water Supply Findings for Smaller Projects Waste Reduction New Development Requirements Police Review of Development Fire Department Review of Development Development Fees Promote use of Native and Water Wise Plants	The Development Advisory Committee (DAC) review process led to changes in the project and/or conditions of approval that meet these Level II policies.
All others	III	All policies not listed above	No or Distant Applicability to the Proposed Project.

c) **Zone Change:** Portions of the property are zoned Multiple-Family Planned Development (R-2-PD) which is inconsistent with the 2030 General Plan land use designation of Commercial General. Therefore, the City of Oxnard is initiating a zone change of the R-2-PD portions to General Commercial-Planned Development (C-2-PD), which is consistent with both the 2030 General Plan and the remainder of the Project site.

d) **Density Bonus (DB):** State DB law (Government Code Section 65915 through 65918) stipulates that additional dwelling units shall be allowed beyond the maximum allowable

PZ Nos. 15-500-03, 15-535-01, and 15-570-03; Channel Islands Apartments
 Planning Commission Date: April 7, 2016
 Page 7

residential density for projects which provide affordable housing for households defined as low-, very low-, and/or moderate-income (“affordable”). The law also allows certain concessions and waivers to development standards and establishes criteria for off-street parking which differ from the parking requirements adopted by the City. The number of dwelling units and development concessions are determined by the percentage of units permitted by the underlying zoning of the property and the total number of units that are deed restricted as affordable. The formula by which to calculate the DB is provided by Government Code Section 65915(f). The Project’s eligible density bonus is reflected in the table below:

PROJECT AREA	MAXIMUM ALLOWABLE RESIDENTIAL DENSITY	UNITS RESERVED FOR AFFORDABLE	MAX. ELIGIBLE DENSITY BONUS AND REVISED ALLOWABLE DENSITY
129,366 sq.ft.	1 unit per 2,400 sq.ft. of lot area: 54 units* (129,366/2,400=53.9)	Six units or 11% of allowable base density are reserved for very-low income households	35% bonus to maximum allowable density: 73 units* (54x1.35= 72.9)

* Government Code Section 15915(f)(5) requires fractional units to be rounded up to the nearest whole-number.

For reference, very-low income, equivalent to 50% of area median income, is currently \$31,750 for a single-person, \$36,250 for a two-person family, and \$40,800 for a three-person family, as determined by the Department of Housing and Urban Development.

City Code Section 16-419(D) requires that certain findings are made by the Planning Commission prior to recommending approval of a Density Bonus by City Council. These findings and a determination of the Project’s compliance are provided below:

- 1) **If the application is for a housing project, that the project meets the criteria set out in Cal. Gov’t Code Section 65915(b); or if the application is for the donation of land for housing, that all of the conditions set out in Government Code, Section 65915(g)(2) are met.**

As outlined in the calculation of density bonus eligibility above, the Project meets all necessary criterial of Government Code Section 65915 to be considered eligible for a density bonus because the Developer has provided six affordable (very-low income) units.

- 2) **If the application includes the waiver or reduction of development standards, that the waiver or reduction is necessary to prevent physically precluding the construction of the project at the densities or with the concessions or incentives permitted by the statute.**

The Project includes a waiver to the requirements of OCC Section 16-58, establishing a maximum height of 35 feet. Per OCC Section 16-303(A), building height is measured from the top of the average curb elevation at the adjacent principal public street. The Project is proposed at a maximum height of 39 feet, 11 inches.

The waiver is necessary to prevent physically precluding the construction of the Project as the topography of the pre-developed site is relatively flat with an average elevation of 36. The top of curb along E Channel Islands Blvd. is approximately 35.5 to 36.5 and 35.5 to 36 along Statham Blvd. In order for the Project development to be able to drain the northeast corner by gravity for overflow (a general requirement of the City of Oxnard), the northeast corner needs to be raised to provide the minimum gravity slope to the streets. This high point is designed at elevation 40.25 on the surface of the drive aisle. The building pad elevation is determined from this scenario and therefore the pad and finish floor elevation is set at the lowest elevation to accomplish the gravity flow to the streets. While the height measured from the finished floor to top of roof is less than 35 feet, the grading of the lot to accommodate the required drainage flow increases the height, as measured by OCC Section 16-303(A) to a maximum 39 feet, 11 inches.

3) **The Applicant has proposed a satisfactory method to guarantee that the sales or rental prices will be established as stated in the application.**

The Applicant has agreed to all proposed conditions of approval which include that the Developer shall enter into an agreement in a form approved by the City Attorney ensuring the continued affordability of six units for up to 50% AMI (very-low income), as adjusted for family size as provided in 25 California Code of Regulations Section 6932. The agreement will be recorded with the Ventura County Recorder and the agreement will be for a minimum term of 55 years.

4) **The Applicant has agreed to execute the agreement referred to in Section 16-421 [Agreements for Low and Very-Low Income Units] or 16-422.**

The Applicant has agreed to all proposed conditions of approval which include that the Developer shall enter into an agreement in a form approved by the City Attorney ensuring the continued affordability of six units for up to 50% AMI (very-low income), as adjusted for family size as provided in 25 California Code of Regulations Section 6932. The agreement will be recorded with the Ventura County Recorder and the agreement will be for a minimum term of 55 years.

5) **The affordable units are dispersed throughout the project, have a number of bedrooms proportionate to the number of bedrooms in other units in the project, and do not differ in appearance, size and amenities from other units in the project.**

The Project will provide 2 one-bedroom, 3 two-bedroom, and 1 three-bedroom units as affordable to very-low income groups. This distribution is generally proportionate to the mix of unit types comprising the Project. The Applicant has agreed to all proposed conditions of approval which include that the units are comprised as described above and distributed throughout the Project and shall not differ in appearance, size, or amenities from other units of the same size in the Project.

(1) Concessions: Government Code Section 65915 allows the Applicant to qualify for up to two concessions to development standards. The Project proposes two concessions: 1) a reduction to the interior yard space required by City Code (OCC) Section 16-63; and 2) a reduction to the minimum dwelling unit sizes required by OCC Section 16-362(A).

The Project proposes 20,150 square feet of interior yard space (IYS), provided as a mix of landscaped and hardscaped area (15.5% of the site). A total of 38,810 (30% of the site) square feet of IYS is required per OCC Section 16-63.

The Project proposes one-bedroom units at a minimum size (net) of 579 square feet and two or more bedrooms units at a minimum size (net) of 780 square feet. OCC Section 16-362(A) requires minimum sizes (net) of 700 square feet for one-bedroom and 900 square feet for two or more bedrooms.

In accordance with Government Code Section 65915(d)(A), the Applicant has submitted a pro-forma to demonstrate that the concessions are necessary to provide the proposed number of units. The pro-forma was evaluated by third-party consultant. In a report provided to the City, the consultant determines that the pro-forma demonstrates that the concessions are required in order for the Project to provide for affordable housing rents (Attachment D).

(2) Waivers of Development Standards: Government Code Section 65915 permits the Applicant to request a waiver of any development standard which would have the effect of physically precluding the construction of the Project on the subject property. The Project proposes a waiver of the maximum height (35 feet) permitted by OCC Section 16-58 to accommodate grading requirements for the property, as described above. The Project is proposed at a maximum height of 39 feet, 11 inches.

e) Conformance with Zoning Development Standards: If the zone change is approved, the Project will be located in the General Commercial-Planned Development (C-2-PD) zone district. In accordance with OCC Section 16-136(A)(2), multi-family apartments permitted in the Garden Apartment one (R-3) may be permitted within the C-2-PD zone with an approved special use permit (up to 18.15 units per acre). With approval of the DB request (from 54 units to 72 units), the Project would be consistent with the applicable development standards.

The Project is consistent with most, but not all, of the applicable development standards. For those standards to which the project does not conform, the Applicant requests two concessions pursuant to Government Code Section 65915(d): 1) a reduction to the interior yard space required by OCC Section 16-63, and 2) a reduction to the minimum dwelling unit sizes required by OCC Section 13-362(A). The application also proposes one waiver to modify the maximum building height required by OCC Section 16-58. The legislative background and justification for these requests is outlined in Section 6(d) of this report. As

PZ Nos. 15-500-03, 15-535-01, and 15-570-03; Channel Islands Apartments
 Planning Commission Date: April 7, 2016
 Page 10

detailed in the table below, as conditioned, the Project complies with all other applicable development standards.

DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	COMPLIES?
Max. building height 16-58	3 stories not to exceed 35 feet from top of curb	2 and 3 stories, with a maximum height of 39 feet, 11 inches	Yes, requested as density bonus waiver of development standard, per Gov Code Section 65915
Density 16-59	1 unit per 2,400 square feet lot area. No more than two units on any lot with an average width between 50'-60'; No more than 1 unit on any lot with an average width less than 40'.	53.9 units on 129,366 square –foot lot = 1 unit per 2,400 square feet. Plus 35% density bonus = 72 Project average width is 104 feet.	Yes, with approval of density bonus and special use permit
Front yard 16-60	20 feet; 15 feet is access is provided from the alley.	26 feet to East Channel Islands Blvd.	Yes
Side yard 16-61	7.5 feet for 2.5+ story bldg	7.5 feet to nearest side yard for three-story building.	Yes
Rear yard 16-62	25 feet	50+ feet to northerly property lines	Yes
Interior yard space 16-63	30% of lot area (38,810 square feet), with min. dimension of 15' x 15'. May not include vehicle parking or circulation areas. 25% of required IYS may be provided by balcony if minimum 10' x 10'. Area open from ground to sky (see exceptions 16-304-16-307).	20,150 square feet provided (15.5%). Balconies do not provide minimum area to count towards required IYS.	Yes, requested as density bonus Concession No. 1, per Gov. Code Section 65915
Accessory Building 16-63	May be located in RY setback if bldg is 6' from nearest part of main bldg, is one story in height not to exceed 15'	None proposed within rear yard setback	Yes
Parking spaces Resident 16-622	1 space in a garage for each 1-bedroom unit, and 2 spaces in a garage for each unit with 2 -5 bedrooms. 20 one-bedroom = 20 spaces 44 two-bedroom = 88 spaces 8 three-bedroom = 16 spaces Total: 124 spaces Surface parking may be provided in lieu of garages per State Government Code Section 65915	34 garage spaces 90 surface spaces Total: 124 spaces (20 spaces are provided as tandem parking)	Yes, per Gov. Code Section 65915

PZ Nos. 15-500-03, 15-535-01, and 15-570-03; Channel Islands Apartments
 Planning Commission Date: April 7, 2016
 Page 11

DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	COMPLIES?
Parking spaces Visitor 16-622	For 1 st 30 units, 1 visitor space for each unit, and 0.5 visitor spaces per unit thereafter. 72 units = 51 spaces Visitor Parking is Not required/Waived per State Government Code Section 65915	5 surface visitor spaces	Yes, per Gov. Code Section 65915
Fences/hedges - front yard 16-308	Must be at least 50% open, and may not exceed 42 inches. Or may not exceed 18 inches if a solid wall.	None proposed within front yard	Yes
Fences/hedges - side & rear yards 16-309	Not to exceed 7 feet in height.	Less than 7 feet in height.	Yes
Parking landscaping 16-641	10-foot wide strip along any street or alley. 5% of parking area. For every 10 spaces, 9-foot finger planter with one tree	10-foot wide strip provided along streets. Condition of approval requires finger planters to comply with Code.	Yes, as conditioned
ATTACHED DWELLING UNIT STANDARDS			
Min. Net Dwelling Size 16-362(A)	One-bedroom: 700 sq. ft. Two or more bedrooms: 900 sq. ft.	One-bedroom: 579 sq ft. Two or more bedrooms: 780 sq ft.	Yes, requested as density bonus Concession No. 2, per Gov. Code Section 65915
Building Separation 16-362 (B)	Equal to the height of the taller structure as measured from finished floor to top or roof.	Not applicable, development consists of one building.	Yes
Recreation Facilities (12 units or more only) 16-362 (C)	Include at least one of the following: Swimming pool, spa, tennis, basketball, or volleyball courts, BBQ/picnic area, recreation building, exercise course, children's play equipment, or other's as approved by PC	Amenities include a small pool, pool-house, seating, gym, fire pits, a dog run, and BBQs.	Yes
Open Area (12 units or more) 16-362 (D)	One lawn area of not less than 2,500 sq.ft. with minimum dimension of not less than 35'	One 2,500 square-foot open area with a minimum dimension of 35 feet is provided but comprised of hardscape, decomposed granite, and landscaping.	Yes, acceptable alternative due to State-mandated water conservation requirements
Distance to garage from dwelling unit 16-362 (E)	75 feet	Garages are provided within 75 feet of units served.	Yes
Distance to surface parking from dwelling unit 16-645(B)	200 feet	Surface parking is located within 200 feet of units served.	Yes

PZ Nos. 15-500-03, 15-535-01, and 15-570-03; Channel Islands Apartments
 Planning Commission Date: April 7, 2016
 Page 12

DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	COMPLIES?
Balconies & Patios 16-362 (F)	All 2 nd story dwelling units shall have at least one patio or balcony having a minimum dimension of 10 feet	Unit plans include minimum dimensions of 10 feet and minimum area of 100 square feet	Yes, as conditioned
Balcony Enclosure 16-362 (G)	All balconies and patios shall have railings or walls which provide at least 50% enclosure	All balconies and patios are enclosed by 50% or more	Yes
Storage Areas 16-362(H)	Each unit shall have a storage area of at least 225 cubic feet. Can't intrude into the minimum garage dimensions	Minimum of 225 cubic feet provided within each unit	Yes
Garages 16-362(I)	Automatic garage door openers and architectural treatment or detail	Not specified	Yes, as conditioned
Utility Meters 16-362 (J)	Wall mounted meters shall be screened or integrated into the building design	Not specified	Yes, as conditioned
Refuse Enclosures 16-362 (K)	Designed to reflect the major design elements or details of the residential units & provide pedestrian access.	Refuse enclosures match building color and materials	Yes

- f) **Site Design:** The proposed apartment building is rectangular in shape and oriented around an open, interior courtyard and recreation area, against the south and westerly property lines. The building is made of five quadrants (A through E). The Project includes a two-story, 2,500 square-foot community space including a gym, fitness room, game lounge, media room, restrooms, and a manager's office.
- g) **Circulation and Parking:** Driveways providing ingress and egress to the property are provided at E Channel Islands Blvd. and Statham Blvd. Access to the interior of the Project is controlled at both entrances by a gate and call box.

The Project was reviewed to the City's CEQA Threshold Guidelines to evaluate the potential for impacts to local traffic. The Project did not meet the threshold to warrant a traffic study (which is 90+ units for residential projects) however, a traffic analysis was provided to model distribution of the site traffic and the potential effect on nearby intersections. The report, which was accepted by the Traffic Engineer, details that the additional trips associated with the project would not significantly impact the nearby intersections. Furthermore, recent traffic studies completed for other projects in the vicinity of the subject property (Naumann Ranch, May, 2015 and Skyview, June, 2015) had determined that the existing Level of Service (LOS) at the intersection of Rose Avenue and E Channel Islands Blvd. operates at LOS B during p.m. peak hours. As a result of the analysis and projections, the Traffic Engineer has determined that this Project is not anticipated to result in significant traffic during peak hours nor reduce the level of service of nearby intersections.

For projects requesting a density bonus, Government Code Section 65915(p) does not require covered parking (i.e. carports or enclosed garages) for the residences and does not require on-

PZ Nos. 15-500-03, 15-535-01, and 15-570-03; Channel Islands Apartments
 Planning Commission Date: April 7, 2016
 Page 13

site visitor parking. The total number of resident parking spaces provided (124) complies with the City Code, however, the design of these spaces does not. Of the 124 resident spaces provided, 34 spaces are provided within a garage, 12 surfaces spaces in tandem, and 78 standard (side-by-side) surface spaces. City Code requires 51 on-site visitor spaces. The Project provides five visitor spaces near the E Channel Islands Blvd. entrance; however Government Code Section 15915(p) does not require any.

The Project is also conditioned to provide long and short-term bicycle parking, as required by the City's Bicycle and Pedestrian Facilities Master Plan, (2011).

- h) **Building Design:** A Modern-Contemporary architectural style is proposed for the Project. Consistent with this style, building elements feature sharp angles, projecting massing, flat, projecting rooflines and the use of contemporary materials such as: a standing-seam metal roof, fiber cement panels and siding, stacked bond concrete masonry unit (CMU) patio enclosures, as well as steel tubing and aircraft cable railing systems on balconies. Main body colors include White and Silver Polish. Accent colors include Hamilton Blue and Lion's Mane (apricot) at entry and patio doors. With the mix of horizontal and vertical projections, the proposed color, and materials, the building architecture is a faithful execution of the Modern-Contemporary style and is complementary to development in the vicinity of the Project site and elsewhere in the City.
- i) **Landscaping and Open Space:** As proposed and conditioned, the Project landscaping complies with City requirements. A perimeter landscaping buffer is provided along property lines at widths between five and ten feet. Landscaping is also proposed within the parking areas in finger planters and entrances to the project. A ten-foot wide landscape buffer is provided along the easterly property line. Trees and plant material within this area are exceptionally dense to preserve the privacy of adjacent single-family backyards. Plan Sheet L-2, Section E depicts this treatment and relationship between the Project and adjacent Channel Pointe community. The landscape and irrigation plans were reviewed by the City's Landscape Architect. The recommendations of the Landscape Architect are reflected in the design of the Project and as proposed conditions of approval in the attached resolutions.

A small (approx. 600 square-foot) dog run is proposed for residents at the northeast corner of the property. Sidewalk and landscaping improvements are proposed along Statham and E Channel Islands Blvds.

Per OCC Section 16-362(D), a minimum 2,500 square-foot open lawn area is also required with minimum dimensions of 35 feet. While the Project provides the required area, its composition is not lawn/turf but includes a mix of landscaping, hardscape, and decomposed granite. Staff has determined that this configuration is acceptable given the current landscaping and irrigation restrictions imposed by California State Assembly Bill (AB) 1881 and the California Governor's Executive Order B-29-15.

PZ Nos. 15-500-03, 15-535-01, and 15-570-03; Channel Islands Apartments
Planning Commission Date: April 7, 2016
Page 14

- 7) Development Advisory Committee:** The Development Advisory Committee (DAC) reviewed this project on August 5, 2015. Recommendations of the DAC are reflected in the design of the project and as proposed conditions of approval in the attached resolutions.
- 8) Community Workshop and Public Input:** On November 6, 2015, the Applicant mailed notices of the Community Workshop meeting to all 1,648 property owners within the Cal-Gisler and College Estates Neighborhoods. A notice of this meeting was posted on the project site with a brief description and contact information. The Community Workshop was conducted on November 16, 2015. Twelve residents attended the meeting including several from the Channel Pointe Neighborhood, immediately to the east of the Project site. The Applicant responded to questions regarding management of the property, on-site security, and access. Adjacent residents expressed concerns regarding the proposed density and concessions associated with the Project and that the Project may impose on the privacy of residences along the easterly perimeter. Following the meeting, the Applicant revised the landscaping along the easterly edge of the project larger and more dense trees at tighter spacing. Units within Building Quadrant C, adjacent to the easterly property line, were also modified to reduce the size of windows facing Channel Pointe to mitigate concerns regarding the privacy of existing residents.

Following the Community Workshop, Planning and Traffic Staff met several times with representatives from Channel Pointe to discuss various aspects of the project and entitlement process. On January 27, 2015, Staff and City Council received a letter and petition from Wil Chua, on behalf of the Channel Pointe community (Attachment E). This letter details the concerns of residents related to a perceived impact to traffic, the requested density bonus concessions and wavier, a perceived conflict with the General Plan, and an assumed negative impact to the property values of neighboring property. The petition in support of the letter is signed by 95 individuals. Addresses provided indicate that the vast majority of petitioners reside within Channel Pointe, though signatures associated with addresses elsewhere in the City and Port Hueneme are also included.

- 9) Appeal Procedure:** In accordance with OCC Section 16-545 of the City Code, the Planning Commission's action on Planning and Zoning Permit No. 15-500-03 (Special Use Permit) may be appealed to the City Council within 18 days after the decision date. Appeal forms may be obtained from the City Clerk and must be submitted with the appropriate fees before the end of the appeal period. The Planning Commission's action on Planning and Zoning Permit Nos. 15-535-01 (Density Bonus) and 15-570-03 (Zone Change) are recommendations to be considered by the City Council at a later date.

Attachments:

- A. Maps (Vicinity, General Plan, Zoning)
- B. Reduced Project Plans
- C. Notice of Exemption
- D. Financial Analysis of Pro-forma Reflecting Density Bonus Concessions
- E. Correspondence from Channel Pointe Residents (January, 2016)
- F. Resolutions

Prepared by: _____
 DS

Approved by: _____
 AG

PC MINUTES
OXNARD PLANNING COMMISSION
REGULAR MEETING
April 7, 2016
(DRAFT)

A. ROLL CALL

At 7:00 p.m., the regular meeting of the Oxnard Planning Commission convened in the Council Chambers. Commissioners Deirdre Frank, Steven Nash, Stephen Huber, Orlando Dozier, Sonny Okada, Patrick Mullin, and Vincent Stewart were present. Chair Huber presided and called the meeting to order. Staff members present were: Ashley Golden, Development Services Director, Scott E. Porter, Cities Land-Use Council, Paul Wendt, Supervising Civil Engineer, Jason Samonte, Traffic Engineer, Douglas Spondello, Senior Planner and John Kessler, Recording Secretary.

B. PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES

Commissioner Nash led the pledge of allegiance.

C. PUBLIC COMMENTS – Items not on the Agenda

Ms. Michelle Fateh, representing 2460 Auto Center Drive (Auto Fuels, Inc.) spoke regarding the operation of a mobile food facility and commissary at this location. Fateh explained her efforts in obtaining the required licenses from local and county jurisdictions but has been unsuccessful in obtaining a license for a commissary at the City level. Fateh was given direction from City staff to start her process with the County, then apply for a Zone Clearance, Specific Plan Amendment, and a Zone Text Amendment with the City. Fateh would like the zoning ordinance to be amended to provide for these issues. Fateh urges the Commission to direct staff to prepare a Temporary Ordinance to allow food trucks and commissaries in a specific area, until the City adopts its comprehensive approach.

Mr. David Laufer, resident of Oxnard Shores would like the Commission to correct the confusion about permitted and prohibited uses in the single-family zone. Laufer urged the Commission to address this serious problem. Laufer is seeking assistance and a document from the Commission clarifying this issue for the residents of single family homes who may be exposed to this continued nuisance.

D. READING OF AGENDA

Development Services Director Ashley Golden reviewed the agenda.

E. CONSENT AGENDA

1. APPROVAL OF MINUTES – March 17, 2016

Motion: Commissioner Frank moved and Chair Huber seconded a motion to approve the minutes of March 17, 2016. The question was called and the motion carried unanimously.

F. NEW PUBLIC HEARINGS

1. Planning and Zoning Permit Nos. 15-500-03 (Special Use Permit), 15-535-01 (Density Bonus), and 15-570-03 (Zone Change). Request to construct a two and three-story, 72-unit, multi-family apartment project with a 35% density bonus to include 66 market rate and six affordable units (very-low income) on a 129,366 square-foot property, located at 1375 E Channel Islands Blvd. A City-initiated zone from Multiple-Family Zone Planned Development (R-2-PD) to General Commercial Planned Development (C-2-PD) will be processed concurrently to bring portions of the property into compliance with the 2030 General Plan land use designation of Commercial General (CG). Filed by Designated Agent Vince Daly, The Daly Group, Inc., 31255 Cedar Valley Drive, Suite 323, Westlake Village, California, 91362, on behalf of the property owner.

Project Planner: Douglas Spondello

Senior Planner Spondello presented the project requesting construction of a two and three-story, 72-unit, multi-family apartment building. Spondello provided a development summary, and explained the requests for a density bonus, requested concessions, zone change and traffic projections. The project was adequately notified to the public and a Community Workshop meeting was held on November 16, 2015. The project was found to be exempt from the State of California's Environmental Quality Act (CEQA) and is found to be consistent with the 2030 General Plan of the City.

Spondello's recommendation is for Planning Commission to adopt the Resolution approving the Special Use Permit and for Planning Commission to adopt the Resolution recommending that the City Council approve the Density Bonus and Zone Change, subject to certain findings and conditions.

All Commissioners questions to staff and the applicant were addressed.

Chair Huber invited the applicant to present a summary of the proposed project.

Mr. Vince Daly gave a brief summary of The Daly Group and how the project has evolved. Daly spoke of the proposed amenities for the project, addressed the Commissioners concerns, and explained changes made to the building and design due to concerns that arose from nearby neighbors. Daly offered to have the management company of the proposed project attend monthly meetings of the neighboring community to discuss any issues.

Chair Huber opened public comments.

Mr. Wilfredo Chua expressed concerns of the proposed project. Chua provided to the Commission signed petitions and a letter in which was read to the Commission verbatim. Chua is not in support of the project.

Ms. Susie Chua yielded her time to Mr. Chua. Mr. Chua continued reading the letter that had

been provided to the Commission verbatim.

Mr. David Valenzuela provided the Commission photos of heavy traffic. Valenzuela appreciates the concessions made by the developer as well as the questions that had been asked by the Commission to staff and the developer, however is not in support of the project.

Ms. Eileen Tracy spoke in favor of the project.

Mr. Jay Espiritu yielded his time to Mr. Chua. Chua continued expressing his concerns with the proposed project.

Mr. Ernesto C. Escusa Jr. yielded his time to Mr. Chua. Chua continued expressing his concerns with the proposed project. Chua also expressed appreciation to the developer for listening to concerns and making changes to the proposed project.

Ms. Sue Brinkmeyer spoke in support of the project.

Mr. David Laufer expressed a concern to the developer to impose a condition(s) to not allow for short term rentals/subtenants, police the project, and ensure that the project remains dedicated as an affordable housing complex.

Ms. Darlene Miller Gonzalez spoke in support of the project.

Mr. Sal Gonzalez spoke in support of the project.

Ms. Barbara Macri-Ortiz spoke in support of the project.

Chair Huber invited the applicant to respond to any public comment.

Mr. Vince Daly expressed that he did not have any response to the public comments.

City Traffic Engineer, Mr. Jason Samonte spoke to clarify the proposed trip generation for the project.

Chair Huber closed public comments.

Motion: Commissioner Okada moved and Commissioner Mullin seconded a motion to approve Planning and Zoning Permit Nos. 15-500-03 (Special Use Permit), 15-535-01 (Density Bonus), and 15-570-03 (Zone Change); a request to construct a two and three-story, 72-unit, multi-family apartment project with a 35% density bonus to include 66 market rate and six affordable units (very-low income) on a 129,366 square-foot property, located at 1375 E Channel Islands Blvd. A City-initiated zone from Multiple-Family Zone Planned Development (R-2-PD) to General Commercial Planned Development (C-2-PD) will be processed concurrently to bring portions of the property into compliance with the 2030 General Plan land use designation of Commercial General (CG). The question was called and the motion carried unanimously 7-0-0.

DRAFT

G. STUDY SESSION/REPORTS

There were no study sessions/reports for this meeting.

H. PLANNING COMMISSION BUSINESS

1. Review and discussion of Quarterly Project List.

No additional information on any project from the Quarterly Project List was requested by the Commission for this meeting.

Chair Huber questioned the status of mobile food facilities, as a result of a public speaker under Public Comments, Item C on the agenda. Development Services Director Ashley Golden advised this issue will be placed on a future agenda.

Chair Huber requested additional information regarding short term rentals. Development Services Director Ashley Golden advised she had planned on discussing this topic under Planning Manager Comments, Item I on the agenda. Chair Huber requested a study session on this topic; Golden agreed and anticipates a date in June 2016 for re-discussion of this topic.

I. PLANNING MANAGER COMMENTS

Development Services Director Ashley Golden reported on the survey discussed at the regular scheduled March 17, 2016 Planning Commission meeting regarding short term rentals with over 830 responses received. Golden advised City staff will now analyze the information received, research best practices, and work with multiple City departments as well as the Coastal Commission to dictate the future of this topic.

Development Services Director Ashley Golden congratulated Stephen Fischer in his recent appointment as City Attorney.

Development Services Director Ashley Golden reminded the Commission that three items are scheduled to be heard at the next regular scheduled Planning Commission meeting on April 21, 2016.

J. ADJOURNMENT

At 10:27 p.m., the Planning Commission concurred to adjourn.

Stephen Huber, Chairman

ATTEST: _____
Ashley Golden, Secretary

TABLE OF CONTENTS

ARCHITECTURAL SHEETS	
A1.0	SHEET INDEX
A2.0	PROJECT DESCRIPTION & PROJECT DATA
A3.0	SITE PLAN & SITE INFO
A3.1	INTERIOR YARD SPACE CALCULATIONS
A3.2	ROOF PLAN
A3.3	FIRE PROTECTION PLAN
A4.0	CONCEPTUAL PERSPECTIVE
A4.1	CONCEPTUAL PERSPECTIVE
A4.2	CONCEPTUAL PERSPECTIVE
A4.3	CONCEPTUAL PERSPECTIVE
A5.0	CONCEPTUAL QUADRANT A PLANS
A5.1	CONCEPTUAL QUADRANT A PLANS
A5.2	CONCEPTUAL QUADRANT B PLANS
A5.3	CONCEPTUAL QUADRANT B PLANS
A5.4	CONCEPTUAL QUADRANT C PLANS
A5.5	CONCEPTUAL QUADRANT C PLANS
A5.6	CONCEPTUAL QUADRANT D PLANS
A5.7	CONCEPTUAL QUADRANT D PLANS
A5.8	CONCEPTUAL QUADRANT E PLANS
A5.9	CONCEPTUAL QUADRANT E PLANS
A5.10	CONCEPTUAL POOL HOUSE D
A5.11	PLANS AND ELEVATIONS CONCEPTUAL TRASH ENCLOSURE PLANS AND ELEVATIONS
CIVIL SHEETS	
C1	ENGINEERED SITE PLAN
LANDSCAPE SHEETS	
L-1	PRELIMINARY SITE PLAN - EAST
L-2	PRELIMINARY SITE PLAN - WEST
L-3	PLANTING PLAN - EAST
L-4	PLANTING PLAN - WEST
L-5	SITE ELEVATIONS
L-6	SITE DETAILS



A project by:

Developer
The Daly Group

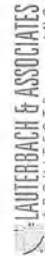
31255 Cedar Valley, Suite 323
Westlake Village, CA 91362
Contact: Vince Daly
T: 805.407.3400
vince@dalygroupinc.com
www.dalygroupinc.com



Design team:

Architect:
KTGY Group, Inc.

1733 Ocean Ave., Suite 250
Santa Monica, CA 90401
Contact: Keith McCloskey
T: 310.394.2623
kmcloskey@ktgy.com
www.ktgy.com



Consultant:
Lauterbach & Associates Architects Inc.

300 Montgomery Ave.
Oxnard, CA 93035
Contact: Mark Pettit
T: (805) 988-0912
mark.pettit@la-arch.com
www.la-arch.com

BRODERSEN ASSOCIATES
LANDSCAPE ARCHITECTURAL - HORTICULTURE

Landscape Architect:
Brian D. Brodersen
Brodersen Associates

422 E. Main Street
Ventura, CA 93001
Contact: Brian D. Brodersen
E: bbrodersen@ktgy.com
T: 805.320.4244
www.brodersenassoc.com

Civil Engineer:
LC Engineering Group, Inc.

89 Pierce Court Ste. 101
Thousand Oaks, CA 91360
Contact: Jim Faul, PE
T: 818.991.7148
www.lcgroupinc.com



VICINITY MAP

Channel Islands Boulevard

The Daly Group
Vince Daly
vince@dalygroupinc.com
www.dalygroupinc.com
805.407.3400



TITLE SHEET

OXNARD, CALIFORNIA
SHEET # 2014-0810

Architecture + Planning
12555 W. Jefferson Blvd., Suite 100
Los Angeles, CA 90066
ktgy.com
310.394.2623



A1.0

CHANNEL ISLANDS BLVD - Project Summary Data

Unit Summary:					Zoning C2-PD	
Unit Type	No. of Units	Net Unit S.F.	Balcony S.F.	Unit Mix	Open Space Requirement	
One-Bedroom	20			27.8%	Total Site Area	Area S.F.
	1A	579	92		(2.97 AC)	129,373
	1B	642	158		% Open Space required	30%
	1C	623	95		Open Space Required (S.F.)	38,812
	1D	581	81			
Two-Bedroom					Lot Coverage:	
2A	44			61.1%	Total Building Footprint	Area S.F.
2A Alt	1	880	104		% Coverage	22,860
2B Townhome	2	955	103			18%
2B Alt Town	14	1040	116			
2C Townhome	1	1059	116			
2D	2	1079	101			
2D Alt	16	838	120			
2D Alt	8	780	105			
Three Bedroom					Open Space Provided:	
3A	8			11.1%		
3B	7	1124	127			
3B	1	1042	102			
Total No. of Units	72			100.0%		
					Private Balconies	8,893
					Common Open Space + Courtyards	18,475
					Total Open Space Provided Area	27,368
					Parking area	27,287
					Parking area landscape	2,627
					F.A.R.	
					Floor Area Ratio	Total Floor Area
					Project Site	129,373
					Density:	18 DU/AC Allowed + 35% Density Bonus
					Parking Required	
					1 Space / 1 Bdrm Unit	20 Spaces
					2 Spaces / 2 Bdrm Unit	88 Spaces
					2 Spaces / 3 Bdrm Unit	16 Spaces
					Visitor Parking (Not Required)	6 Spaces
					Total Required per Zoning Section	130 Spaces
					Parking Provided	
					Garages	34 Spaces
					Open Parking	96 Spaces
					Total Provided	130 Spaces

Channel Islands Boulevard

PROJECT DATA

A2.0



The Daily Group
Vince Daly
vince@dalygroupinc.com
www.dalygroupinc.com
805.407.3400

OXNARD, CALIFORNIA
DATE: 3.01.2016

Architecture + Planning
12555 W. Jefferson Blvd., Suite 100
Los Angeles, CA 90066
kpg.com
310.394.2623



PCL XL error

Subsystem: xlparse

Error: IllegalAttributeDataType

Operator: Parser

Position: 3930272

TABLE OF CONTENTS

ARCHITECTURAL SHEETS

A1.0	SHEET INDEX	
A2.0	PROJECT DESCRIPTION & PROJECT DATA	
A3.0	SITE PLAN & SITE INFO	
A3.1	INTERIOR YARD SPACE CALCULATIONS	
A3.2	ROOF PLAN	
A3.3	FIRE PROTECTION PLAN	
A4.0	CONCEPTUAL PERSPECTIVE	
A4.1	CONCEPTUAL PERSPECTIVE	
A4.2	CONCEPTUAL PERSPECTIVE	
A4.3	CONCEPTUAL PERSPECTIVE	
A5.0	CONCEPTUAL QUADRANT A PLANS	
A5.1	CONCEPTUAL QUADRANT A PLANS	
A5.2	CONCEPTUAL QUADRANT B PLANS	
A5.3	CONCEPTUAL QUADRANT B PLANS	
A5.4	CONCEPTUAL QUADRANT C PLANS	
A5.5	CONCEPTUAL QUADRANT C PLANS	
A5.6	CONCEPTUAL QUADRANT D PLANS	
A5.7	CONCEPTUAL QUADRANT D PLANS	
A5.8	CONCEPTUAL QUADRANT E PLANS	
A5.9	CONCEPTUAL QUADRANT E PLANS	
A5.10	CONCEPTUAL POOL HOUSE D	
A5.11	PLANS AND ELEVATIONS	
	CONCEPTUAL TRASH ENCLOSURE	
	PLANS AND ELEVATIONS	

A6.0	CONCEPTUAL QUADRANT A ELEVATIONS
A6.1	CONCEPTUAL QUADRANT B ELEVATIONS
A6.2	CONCEPTUAL QUADRANT C ELEVATIONS
A6.3	CONCEPTUAL QUADRANT D ELEVATIONS
A6.4	CONCEPTUAL QUADRANT E ELEVATIONS
A6.5	CONCEPTUAL QUADRANT A COLOR ELEVATIONS
A6.6	CONCEPTUAL QUADRANT B COLOR ELEVATIONS
A6.7	CONCEPTUAL QUADRANT C COLOR ELEVATIONS
A6.8	CONCEPTUAL QUADRANT D COLOR ELEVATIONS
A6.9	CONCEPTUAL QUADRANT E COLOR ELEVATIONS
A7.0	UNITS 1A, 1B, 1C, CONCEPTUAL PLANS
A7.1	UNIT 2A, 2A-ALT, 2B CONCEPTUAL PLANS
A7.2	UNIT 2D CONCEPTUAL PLANS
A7.2.1	UNIT 2C CONCEPTUAL PLANS
A7.3	UNIT 3A, 3B CONCEPTUAL PLANS
A7.4	LEASING / ACTIVITY PLANS
A8.0	MATERIALS BOARD
A9.0	DETAILS

CIVIL SHEETS

C1	ENGINEERED SITE PLAN
----	----------------------

LANDSCAPE SHEETS

L-1	PRELIMINARY SITE PLAN - EAST
L-2	PRELIMINARY SITE PLAN - WEST
L-3	PLANTING PLAN - EAST
L-4	PLANTING PLAN - WEST
L-5	SITE ELEVATIONS
L-6	SITE DETAILS



A project by:

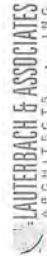
Developer:
The Daly Group

31255 Cedar Valley, Suite 323
Westlake Village, CA 91362
Contact: Vince Daly
T: 805.407.3400
vince@dalygroupinc.com
www.dalygroupinc.com



Design team:
Architect:
KTGY Group, Inc.

1733 Ocean Ave., Suite 250
Santa Monica, CA 90401
Contact: Keith McCloskey
T: 310.394.2623
krmccloskey@ktgy.com
www.ktgy.com



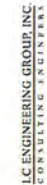
Consultant:
Lauterbach & Associates Architects Inc.

300 Montgomery Ave.
Oxnard, CA 93035
Contact: Mark Pettit
T: (805) 988-0912
mark.pettit@la-arch.com
www.la-arch.com

BRODERSEN ASSOCIATES
LANDSCAPE ARCHITECTURE - HORTICULTURE

Landscape Architect:
Brian D. Brodersen
Brodersen Associates

422 E. Main Street
Ventura, CA 93001
Contact: Brian D. Brodersen
E: brodersenassoc@gmail.com
T: 805.320.4244
www.brodersenassoc.com



Civil Engineer:
LC Engineering Group, Inc.

89 Pierce Court Ste. 101
Thousand Oaks, CA 91360
Contact: Jim Faul, PE
T: 818.991.7148
www.lcegroupinc.com



VICINITY MAP

Channel Islands Boulevard

The Daly Group
Vince Daly
vince@dalygroupinc.com
www.dalygroupinc.com
805.407.3400



TITLE SHEET

OXNARD, CALIFORNIA
E 1 5 1 R 3114-0411

DATE: 12.02.2015

Architecture + Planning
12555 W. Jefferson Blvd., Suite 100
Los Angeles, CA 90066
ktgy.com
310.394.2623



AI.0

CHANNEL ISLANDS BLVD - Project Summary Data

Unit Summary:					
Unit Summary:	Unit Type	No. of Units	Net Unit S.F.	Balcony S.F.	Unit Mix
One-Bedroom					
	1A	20	579	92	27.8%
	1B	2	579	92	
	1C	16	642	158	
	1D	1	623	95	
	1E	1	581	81	
Two-Bedroom					
	2A	44	880	104	81.1%
	2A Alt	1	880	104	
	2B Townhome	2	955	103	
	2B Alt Town	14	1040	116	
	2C Townhome	1	1059	116	
	2D	2	1079	101	
	2D Alt	16	838	120	
	2D Alt	8	780	105	
Three Bedroom					
	3A	8	1124	127	11.1%
	3B	7	1124	127	
	3B	1	1042	102	
Total No. of Units		72			100.0%
					Project Average
					871

Total Net rentable m DU's (by Bldg)			
Building Square Footage	Gross S.F.	Rec/Leasing (Net)	Total Net Area
Quadrant A Gross	21,059	N/A	
Quadrant B Gross	11,924	N/A	
Quadrant C Gross (including Rec/Leasing)	15,920	2,494	
Quadrant D Gross	20,644	N/A	
Quadrant E Gross	9,167	N/A	
Total Gross Building Area	78,714	2,494	72,062

Rec Building Square Footage	
Net Area	2,494
Gross Area	3,221

Channel Islands Boulevard

The Daly Group
Vince Daly
vince@dalygroupinc.com
www.dalygroupinc.com
805.407.3400



PROJECT DATA

OXNARD, CALIFORNIA
DATE: 3.01.2016

Architecture + Planning
12555 W. Jefferson Blvd., Suite 100
Los Angeles, CA 90066
ktgy.com
310.394.2623



A2.0

M.1.h

PCL XL error

Subsystem: xlparse

Error: IllegalAttributeDataType

Operator: Parser

Position: 3930272

TABLE OF CONTENTS

ARCHITECTURAL SHEETS

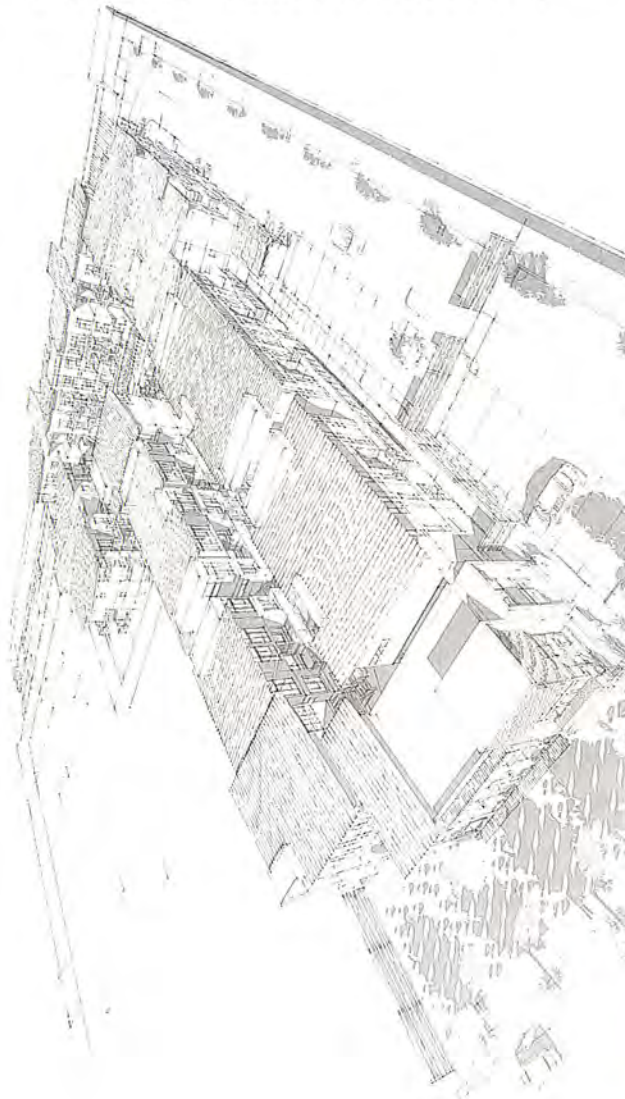
A1.0	SHEET INDEX	
A2.0	PROJECT DESCRIPTION & PROJECT DATA	
A3.0	SITE PLAN & SITE INFO	
A3.1	INTERIOR YARD SPACE CALCULATIONS	
A3.2	ROOF PLAN	
A3.3	FIRE PROTECTION PLAN	
A4.0	CONCEPTUAL PERSPECTIVE	
A4.1	CONCEPTUAL PERSPECTIVE	
A4.2	CONCEPTUAL PERSPECTIVE	
A4.3	CONCEPTUAL PERSPECTIVE	
A5.0	CONCEPTUAL QUADRANT A PLANS	
A5.1	CONCEPTUAL QUADRANT B PLANS	
A5.2	CONCEPTUAL QUADRANT C PLANS	
A5.3	CONCEPTUAL QUADRANT D PLANS	
A5.4	CONCEPTUAL QUADRANT E PLANS	
A5.5	CONCEPTUAL QUADRANT F PLANS	
A5.6	CONCEPTUAL QUADRANT G PLANS	
A5.7	CONCEPTUAL QUADRANT H PLANS	
A5.8	CONCEPTUAL QUADRANT I PLANS	
A5.9	CONCEPTUAL QUADRANT J PLANS	
A5.10	CONCEPTUAL POOL HOUSE D PLANS AND ELEVATIONS	
A5.11	CONCEPTUAL TRASH ENCLOSURE PLANS AND ELEVATIONS	
A6.0	CONCEPTUAL QUADRANT A ELEVATIONS	
A6.1	CONCEPTUAL QUADRANT B ELEVATIONS	
A6.2	CONCEPTUAL QUADRANT C ELEVATIONS	
A6.3	CONCEPTUAL QUADRANT D ELEVATIONS	
A6.4	CONCEPTUAL QUADRANT E ELEVATIONS	
A6.5	CONCEPTUAL QUADRANT F ELEVATIONS	
A6.6	CONCEPTUAL QUADRANT G ELEVATIONS	
A6.7	CONCEPTUAL QUADRANT H ELEVATIONS	
A6.8	CONCEPTUAL QUADRANT I ELEVATIONS	
A6.9	CONCEPTUAL QUADRANT J ELEVATIONS	
A7.0	UNITS 1A, 1B, 1C, CONCEPTUAL PLANS	
A7.1	UNIT 2A, 2A-ALT, 2B CONCEPTUAL PLANS	
A7.2	UNIT 2C CONCEPTUAL PLANS	
A7.3	UNIT 3A, 3B CONCEPTUAL PLANS	
A7.4	LEASING / ACTIVITY PLANS	
A8.0	MATERIALS BOARD	
A9.0	DETAILS	

CIVIL SHEETS

C1	ENGINEERED SITE PLAN
----	----------------------

LANDSCAPE SHEETS

L-1	PRELIMINARY SITE PLAN - EAST
L-2	PRELIMINARY SITE PLAN - WEST
L-3	PLANTING PLAN - EAST
L-4	PLANTING PLAN - WEST
L-5	SITE ELEVATIONS
L-6	SITE DETAILS



VICINITY MAP

TITLE SHEET

AI.0



Architecture + Planning
12555 W. Jefferson Blvd., Suite 100
Los Angeles, CA 90066
ktgy.com
310.394.2623

OXNARD, CALIFORNIA
DATE: 12.02.2015

Channel Islands Boulevard

The Daly Group
Vince Daly
vince@dalygroupinc.com
www.dalygroupinc.com
805.407.3400



BRODERSEN ASSOCIATES
LANDSCAPE ARCHITECTURAL - HORTICULTURE

Landscape Architect:
Brian D. Brodersen
Brodersen Associates
422 E. Main Street
Ventura, CA 93001
Contact: Brian D. Brodersen
E:brodersenassoc@gmail.com
T:805.320.4244
www.brodersenassoc.com

LC ENGINEERING GROUP INC.
CONSULTING ENGINEERS

Civil Engineer:
LC Engineering Group, Inc.
89 Pierce Court Ste. 101
Thousand Oaks, CA 91360
Contact: Jim Paul, PE
T:818.991.7148
www.lcegroupinc.com



Architect:
KTGY Group, Inc.
1733 Ocean Ave., Suite 250
Santa Monica, CA 90401
Contact: Keith McCloskey
T:310.394.2623
kmcloskey@ktgy.com
www.ktgy.com

LAUTERBACH & ASSOCIATES
ARCHITECTS INC.

Consultant:
Lauterbach & Associates Architects Inc.
300 Montgomery Ave.
Oxnard, CA 93035
Contact: Mark Pettit
T:(805) 989-0912
mark.pettit@la-arch.com
www.la-arch.com



Developer:
The Daly Group
31255 Cedar Valley, Suite 323
Westlake Village, CA 91362
Contact: Vince Daly
T:805.407.3400
vince@dalygroupinc.com
www.dalygroupinc.com

CHANNEL ISLANDS BLVD - Project Summary Data

Unit Summary:		Unit Type	No. of Units	Net Unit S.F.	Balcony S.F.	Unit Mix	Average S.F./Unit
One-Bedroom							
	1A		20			27.8%	606
	1B		2	579	92		
	1C		16	642	158		
	1D		1	623	95		
	1E		1	581	81		
Two-Bedroom							
	2A		44			61.1%	923
	2A Alt		1	880	104		
	2B Townhome		2	955	103		
	2B Alt Town		14	1040	116		
	2C Townhome		1	1059	116		
	2D		2	1079	101		
	2D Alt		16	838	120		
	2D Alt		8	780	105		
Three Bedroom							
	3A		8			11.1%	1083
	3B		7	1124	127		
	3C		1	1042	102		
Total No. of Units			72			100.0%	871
							Project Average

Zoning C2-PD		Open Space Requirement
Total Site Area	(2.97 AC)	Area S.F.
% Open Space required	30%	129,373
Open Space Required (S.F.)		38,812
Lot Coverage:		
Total Building Footprint		Area S.F.
% Coverage		22,860
		18%

Open Space Provided:	
Private Balconies	8,893
Common Open Space + Courtyards	18,475
Total Open Space Provided Area	27,368
Parking area	27,287
Parking area landscape	2,627

F.A.R.	
Floor Area Ratio	Total Floor Area
Project Site	129,373
Density:	18 DU/AC Allowed + 35% Density Bonus
	0.63

Parking Required	
1 Space / 1 Bdrm Unit	20 Spaces
2 Spaces / 2 Bdrm Unit	88 Spaces
2 Spaces / 3 Bdrm Unit	16 Spaces
Visitor Parking (Not Required)	6 Spaces
Total Required per Zoning Section 24.415.030	130 Spaces

Parking Provided	
Garages	34 Spaces
Open Parking	96 Spaces
Total Provided	130 Spaces

Building Square Footage		Gross S.F.	Total Net rentable in DU's (by Bldg)	Garage Parking	Rec/Leasing (Net)	Total Net Area
Quadrant A Gross		21,059	17,044	3,681	N/A	
Quadrant B Gross		11,924	9,969	2,310	N/A	
Quadrant C Gross (including Rec. Leasing)		15,920	11,250	-	2,494	
Quadrant D Gross		20,644	16,016	-	N/A	
Quadrant E Gross		9,167	7,480	1,838	N/A	
Total Gross Building Area		78,714	61,759	7,829	2,494	72,082

Rec Building Square Footage	
Net Area	2,494
Gross Area	3,221

Channel Islands Boulevard

The Daly Group
 Vince Daly
 vince@dalygroupinc.com
 www.dalygroupinc.com
 805.407.3400



PROJECT DATA

OXNARD, CALIFORNIA
 11518 2014-2015
 DATE: 3.01.2016

Architecture + Planning
 12555 W. Jefferson Blvd., Suite 100
 Los Angeles, CA 90066
 ktgy.com
 310.394.2623



A2.0

PROJECT SUMMARY
SITE AREA: 2.97 ACRES
ZONING: C2-PD
DENSITY: 18 DU/AC ALLOWED • 35% DENSITY BONUS

UNIT MIX

1 BEDROOM	20 UNITS
2 BEDROOM	27 UNITS
2 BEDROOM TOWNHOUSE	17 UNITS
3 BEDROOM	8 UNITS
TOTAL YIELD	72 UNITS

PARKING REQUIRED

1 BR-20 X 11UNIT	20 SPACES
2 BR-44 X 21UNIT	88 SPACES
3 BR-8 X 21UNIT	16 SPACES
TOTAL REQUIRED	124 SPACES

PARKING PROVIDED

GARAGES	34 SPACES
OPEN PARKING	90 SPACES
GUEST	5 SPACES
TOTAL PROVIDED	129 SPACES

GENERAL NOTES

1. SEE CIVIL DRAWINGS FOR ADDITIONAL CIVIL INFORMATION
2. SEE LANDSCAPE DRAWINGS FOR ADDITIONAL LANDSCAPE INFORMATION



A3.0



CONCEPTUAL SITE PLAN

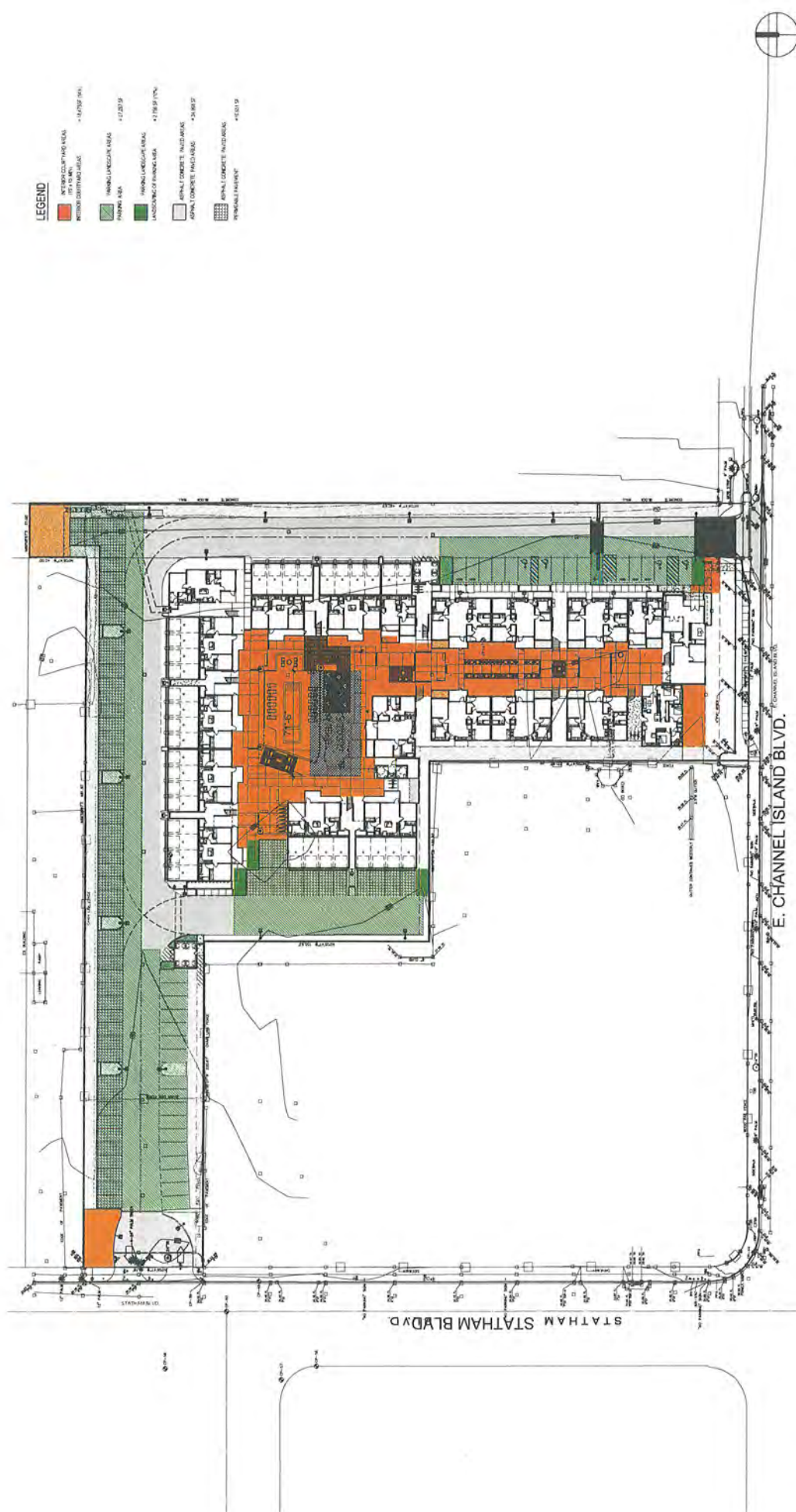
OXNARD, CALIFORNIA
DATE: 3.01.2015
FIG # 2014-0963

Architecture + Planning
12555 W. Jefferson Blvd., Suite 100
Los Angeles, CA 90066
ktgy.com
310.394.2623

Channel Islands Boulevard

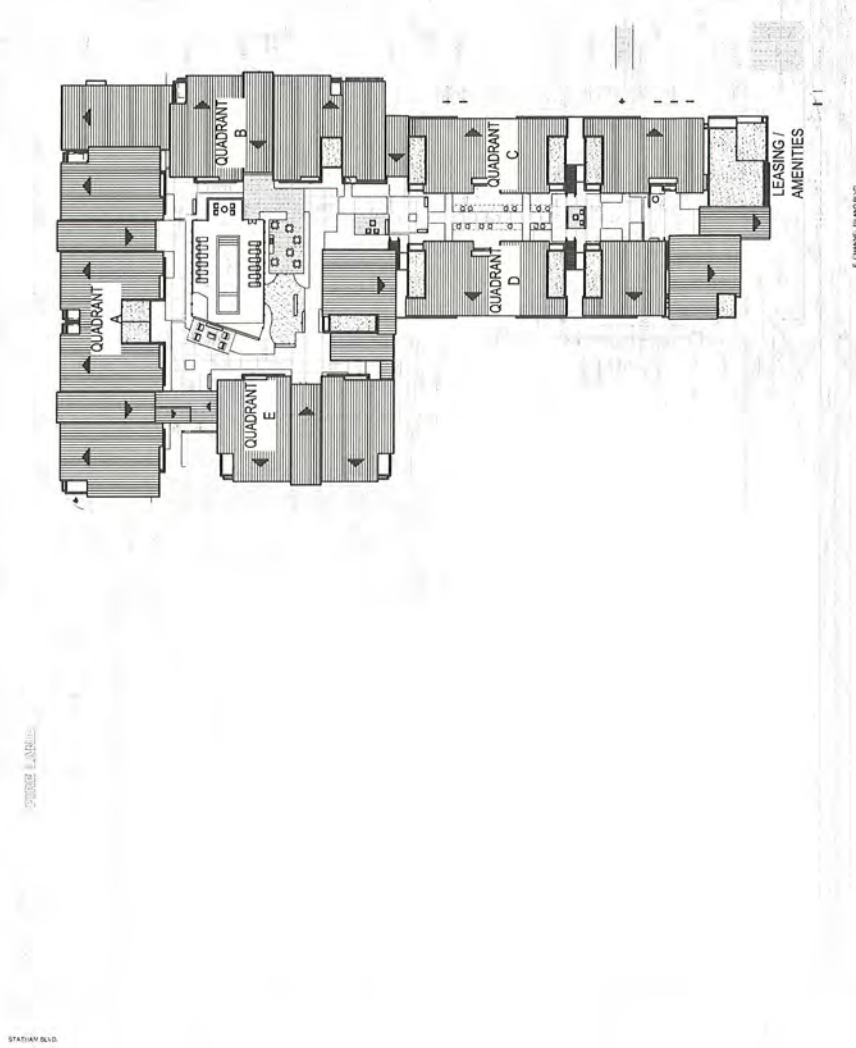


The Daly Group
Vince Daly
vince@dalygroupinc.com
www.dalygroupinc.com
805.407.3400



GENERAL NOTES

- STANDING SEAM ROOF
- BUILT-UP ROOF



Channel Islands Boulevard

The Daly Group
 Vince Daly
 vince@dalygroupinc.com
 www.dalygroupinc.com
 805.407.3400



CONCEPTUAL ROOF PLAN

OXNARD, CALIFORNIA
 DATE: 3.01.2016
 EIT # 2314-3945

Architecture + Planning
 12555 W. Jefferson Blvd., Suite 100
 Los Angeles, CA 90066
 kggy.com
 310.394.2623



A3.2





NOTE: FIRST AND SECOND STORY BEDROOMS SHALL HAVE AN EMERGENCY ACCESS WINDOW. ACCESS TO WINDOW FROM GROUND MAY BE OBTAINED BY REMOVING THE LOWER PORTION OF THE WINDOW. THERE SHALL BE A CLEAR OF TALL SHRUBS OR TREES SUBJECT TO FIELD VERIFICATION BY O - NANO FIRE DEPT. PRIOR TO OCCUPANCY. THE AREAS DIRECTLY BENEATH RESCUE WINDOWS ARE REQUIRED FOR ACCESS TO SECOND AND THIRD STORY RESCUE WINDOWS. CARE'S FOR THE PROJECT SHALL SPECIFY THAT THESE AREAS SHALL REMAIN CLEAR OF VEGETATION THAT COULD OBSTRUCT ACCESS TO THE WINDOWS. TREES AND SHRUBS SHALL REMAIN CLEAR OF ITEMS SUCH AS CONDENSERS AND OTHER MECHANICAL EQUIPMENT STORAGE UNITS FURNITURE FIXTURES LOCKED GATES AND OTHER OBSTRUCTIONS

TYPICAL GROUND LADDER WITH 1/4" X 2" AND 3/4" FLOOR EGGS
NO OBSTRUCTION

Red TOPFL

FF

FF

FF

FF

FF

EGRESS WINDOW SILL

EGRESS WINDOW SILL

30' MAX LADDER

GRADE

ROOF KEY NOTES

- | | |
|---|---|
| 1 | ACTUAL "TENTATIVE" FIRE LAMP SEGA |
| 2 | INSTALLING PARKING FIRE LAMP SEGINS |
| 3 | INSTALL TEND OF FIRE ACCESS SEGA |
| 4 | INSTALL KNOCK KEY BOXES MEETING CONADO FIRE CLIPP |
| 5 | INSTALL BUILDING ADDRESS SEGA WITH NO MP4 LETTERING |

LEGEND

- [illegible]



Percentage of total effort	<i>A. balearicum</i> (%)	<i>A. mediterraneum</i> (%)
0	0	0
15	10	10
30	40	20
45	80	40
60	95	60



COURTYARD VIEW LOOKING NORTH

Channel Islands Boulevard

CONCEPTUAL PERSPECTIVES

A4.0



The Daly Group
Vince Daly
vince@dalygroupinc.com
www.dalygroupinc.com
805.407.3400

OXNARD, CALIFORNIA
K I C I # 3814-2955
DATE: 3.01.2016

Architecture + Planning
12555 W. Jefferson Blvd., Suite 100
Los Angeles, CA 90066
ktgy.com
310.394.2623





COURTYARD VIEW LOOKING SOUTH

Channel Islands Boulevard

The Daly Group
 Vince Daly
vince@dalygroupinc.com
www.dalygroupinc.com
 805.407.3400



CONCEPTUAL PERSPECTIVES

OXNARD, CALIFORNIA
 CITY # 3814-8945 DATE: 10.01.2015

Architecture + Planning
 12555 W. Jefferson Blvd., Suite 100
 Los Angeles, CA 90066
ktgy.com
 310.394.2623



A4.1



CHANNEL ISLANDS BLVD. VIEW LOOKING NORTH

Channel Islands Boulevard

The Daly Group
 Vince Daly
vince@dalygroupinc.com
www.dalygroupinc.com
 805.407.3400



CONCEPTUAL PERSPECTIVES

OXNARD, CALIFORNIA
 E I C Y # 13114-1915 DATE: 10.01.2015

Architecture + Planning
 12555 W. Jefferson Blvd., Suite 100
 Los Angeles, CA 90066
ktgy.com
 310.394.2623



A4.2



CHANNEL ISLANDS BLVD. VIEW LOOKING NORTH

Channel Islands Boulevard

The Daly Group
 Vince Daly
vince@dalygroupinc.com
www.dalygroupinc.com
 805.407.3400



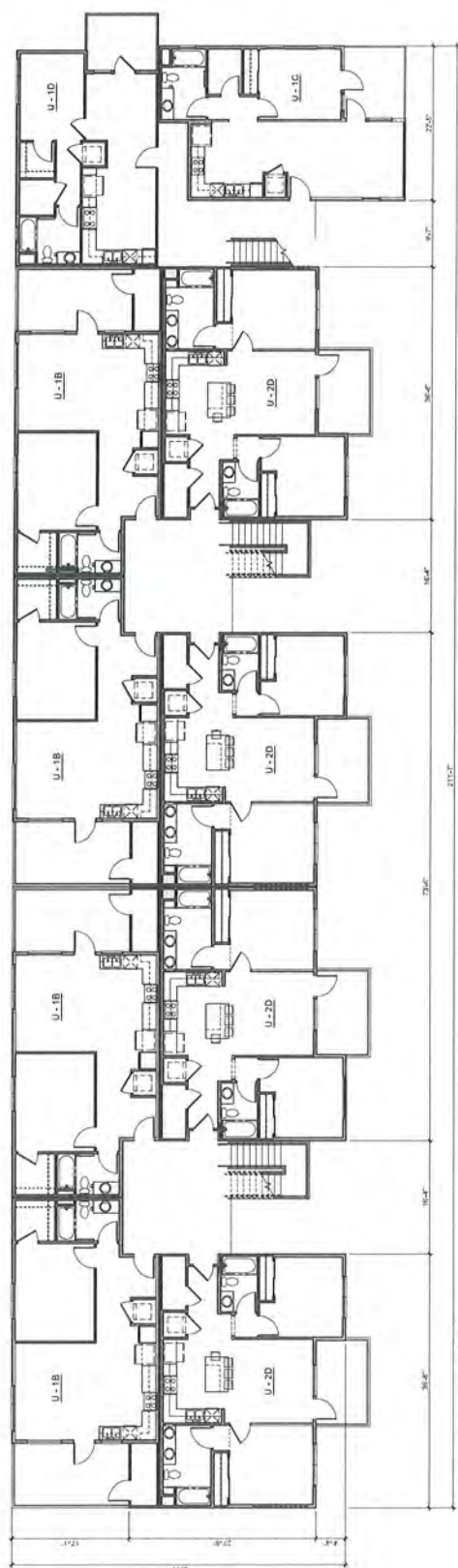
CONCEPTUAL PERSPECTIVES

OXNARD, CALIFORNIA
 SET # 3311-0345 DATE: 10.01.2015

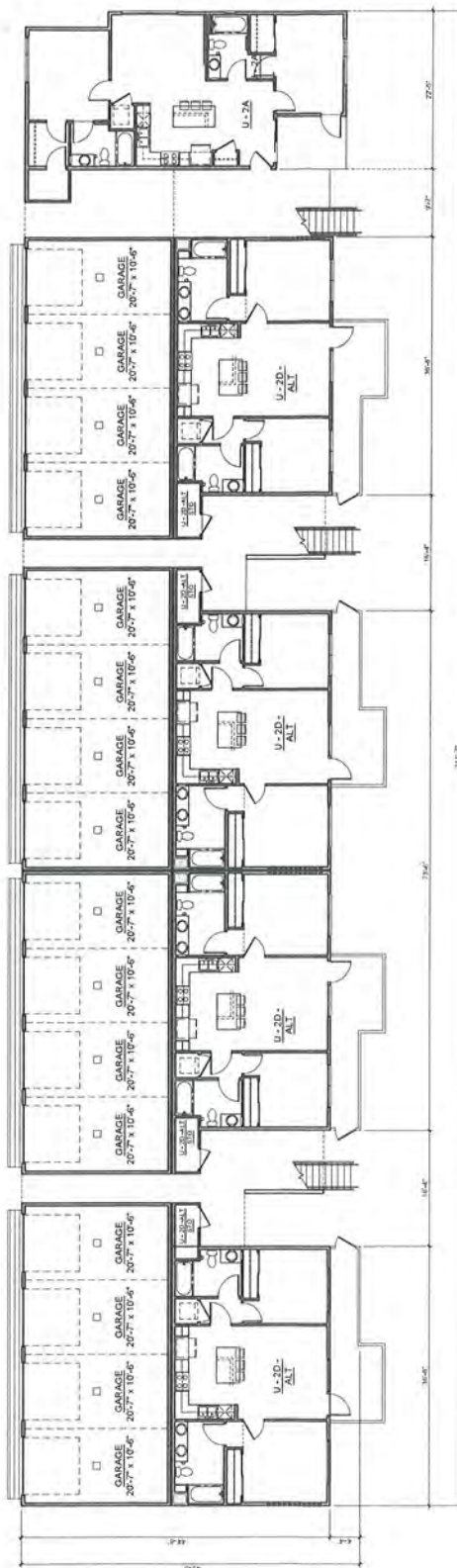
Architecture + Planning
 12555 W. Jefferson Blvd., Suite 100
 Los Angeles, CA 90066
ktgy.com
 310.394.2623



A4.3

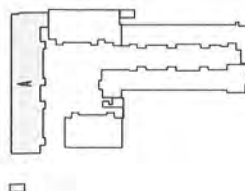


QUADRANT A - 2ND FLOOR



QUADRANT A - GROUND FLOOR

SITE PLAN KEY



Channel Islands Boulevard

The Daly Group
Vince Daly
vince@dalygroupinc.com
www.dalygroupinc.com
805.407.3400

OXNARD, CALIFORNIA
EUGENE # 2014-0965 DATE: 11.25.2014

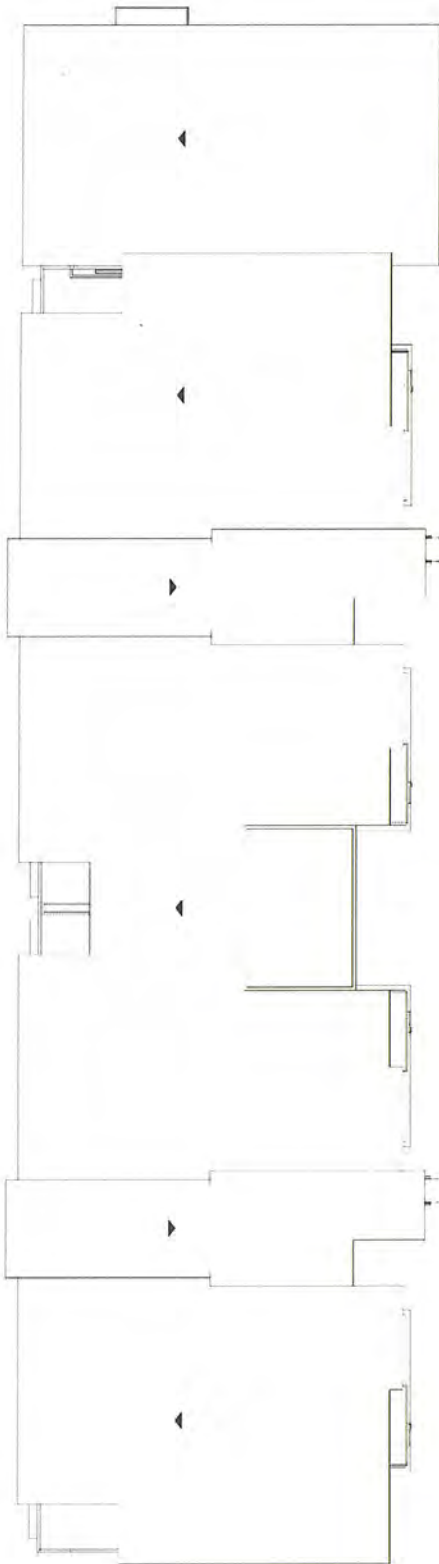
DATE: 11.25.2015

Architecture + Planning
12555 W. Jefferson Blvd., Suite 100
Los Angeles, CA 90066
ktgy.com
310.394.2623

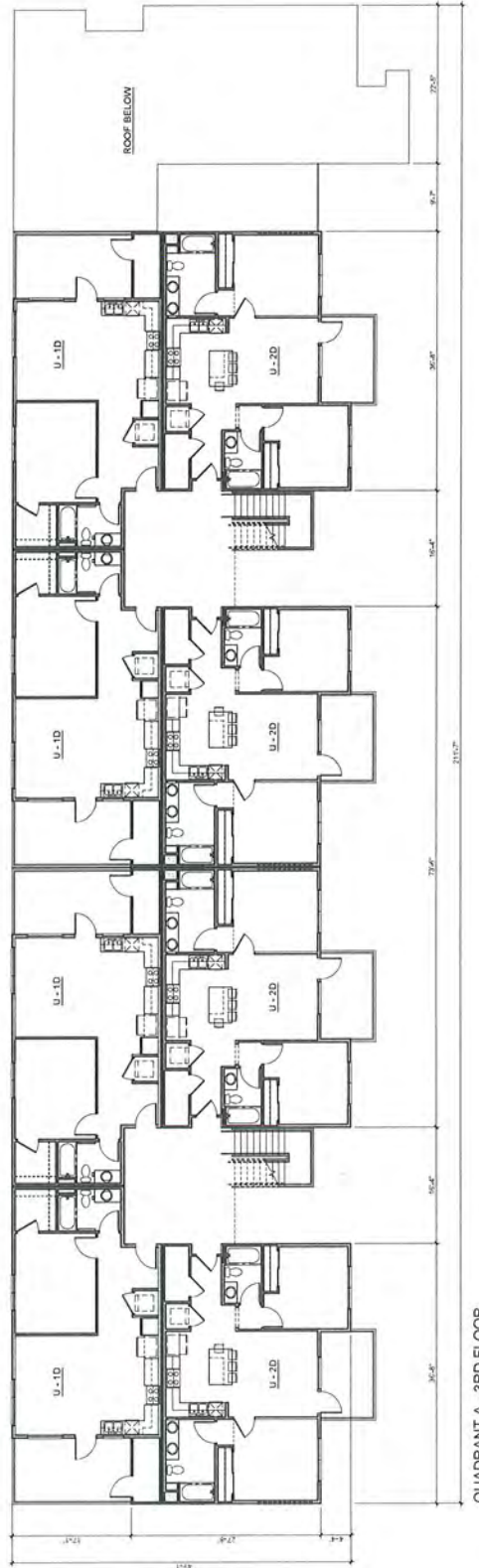
CONCEPTUAL QUADRANT A PLANS

A5.0



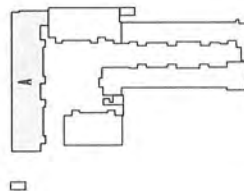


QUADRANT A - ROOF PLAN
ROOF PITCH 1:12



QUADRANT A - 3RD FLOOR

SITE PLAN KEY



Channel Islands Boulevard

The Daly Group
Vince Daly
vince@dalygroupinc.com
www.dalygroupinc.com
805.407.3400



CONCEPTUAL QUADRANT A PLANS

OXNARD, CALIFORNIA
LETTER 2314-EN5

DATE: 11.25.2015

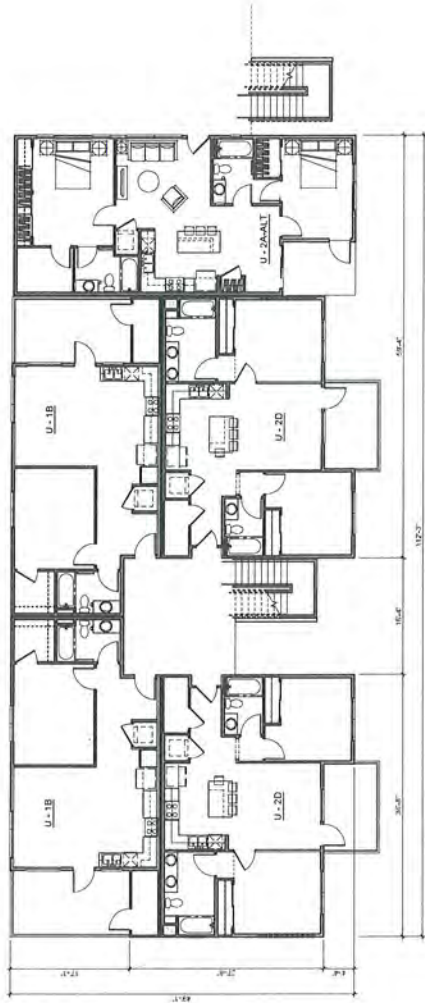
Architecture + Planning
12555 W. Jefferson Blvd., Suite 100
Los Angeles, CA 90066
kgty.com
310.394.2623



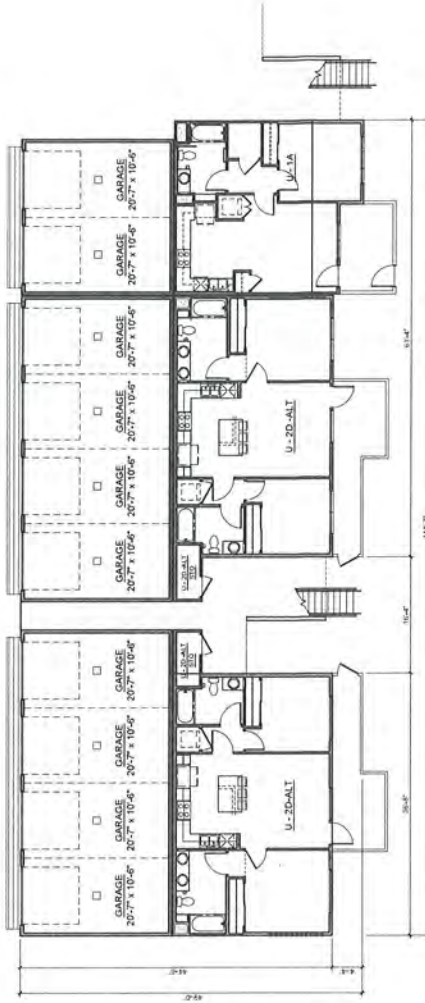
A5.1

Scale 1" = 4' - 0"

CONCEPTUAL QUADRANT B PLANS

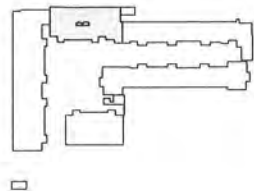


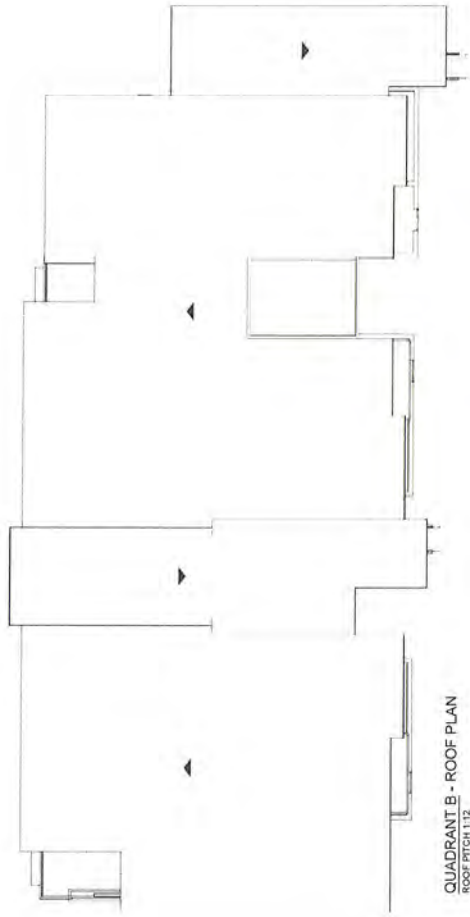
QUADRANT B - 2ND FLOOR



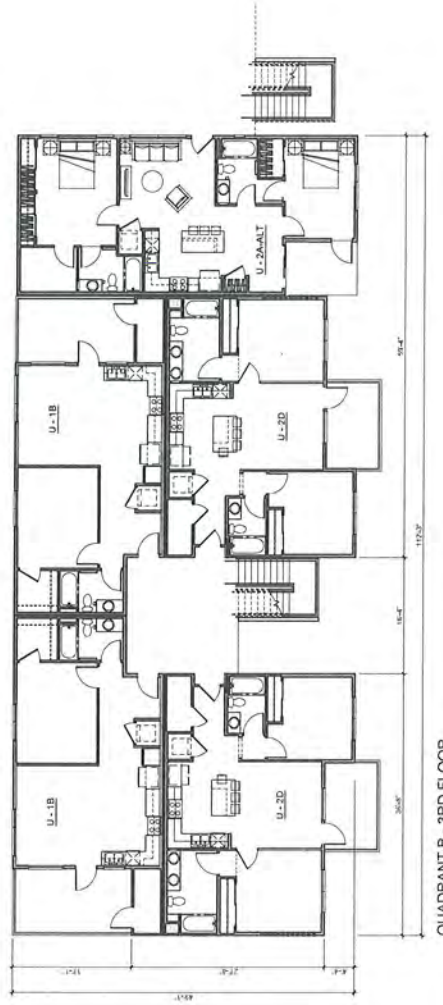
QUADRANT B - GROUND FLOOR

SITE PLAN KEY



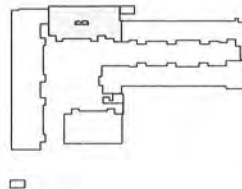


QUADRANT B - ROOF PLAN
ROOF PITCH 1:12



QUADRANT B - 3RD FLOOR

SITE PLAN KEY



Scale 0 4 8 12

A5.3



Architecture + Planning
12555 W. Jefferson Blvd., Suite 100
Los Angeles, CA 90066
ktgy.com
310.394.2623

OXNARD, CALIFORNIA
EIT # 2314-893

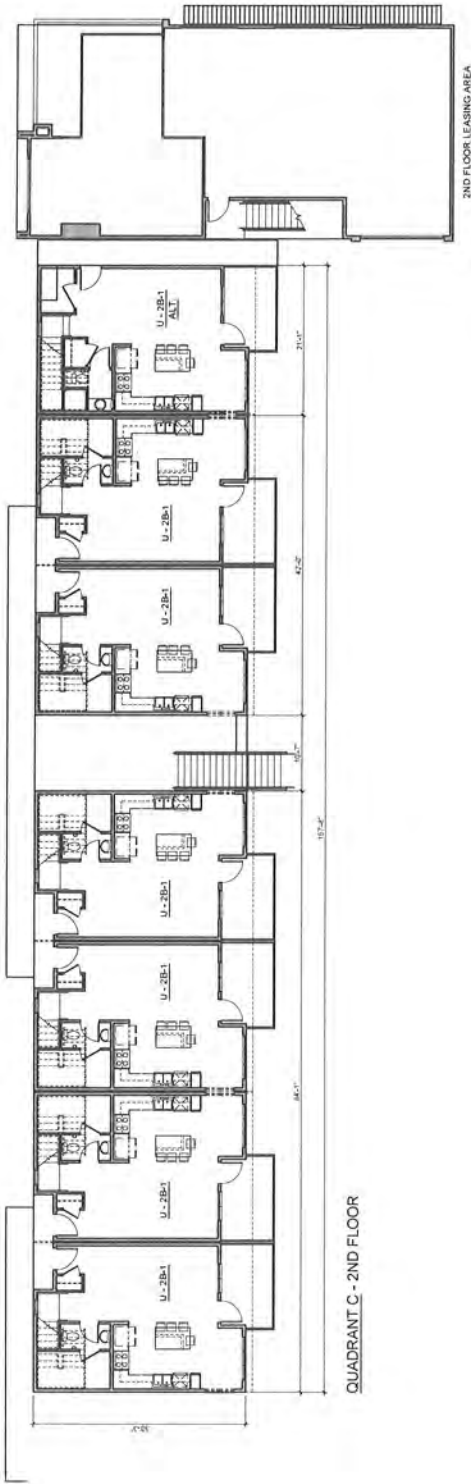
DATE: 11.25.2015

CONCEPTUAL QUADRANT B PLANS

Channel Islands Boulevard

The Daly Group
Vince Daly
vince@dalygroupinc.com
www.dalygroupinc.com
805.407.3400



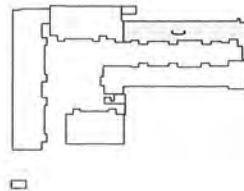


QUADRANT C - 2ND FLOOR



QUADRANT C - GROUND FLOOR

SITE PLAN KEY



A5.4

CONCEPTUAL QUADRANT C PLANS

Channel Islands Boulevard

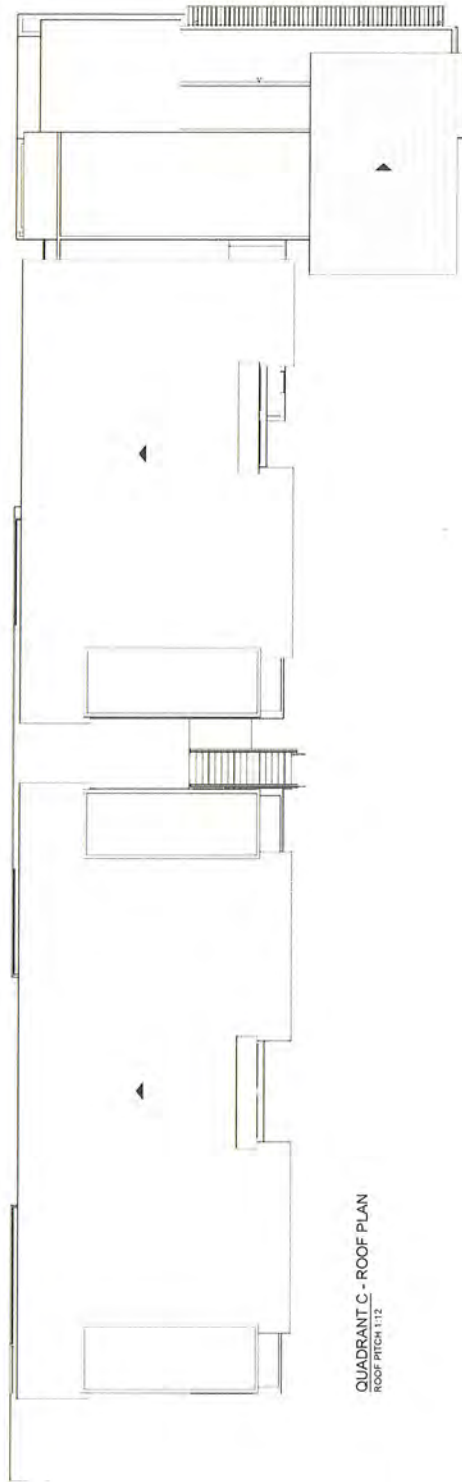


The Daily Group
Vince Daly
vince@dalygroupinc.com
www.dalygroupinc.com
805.407.3400

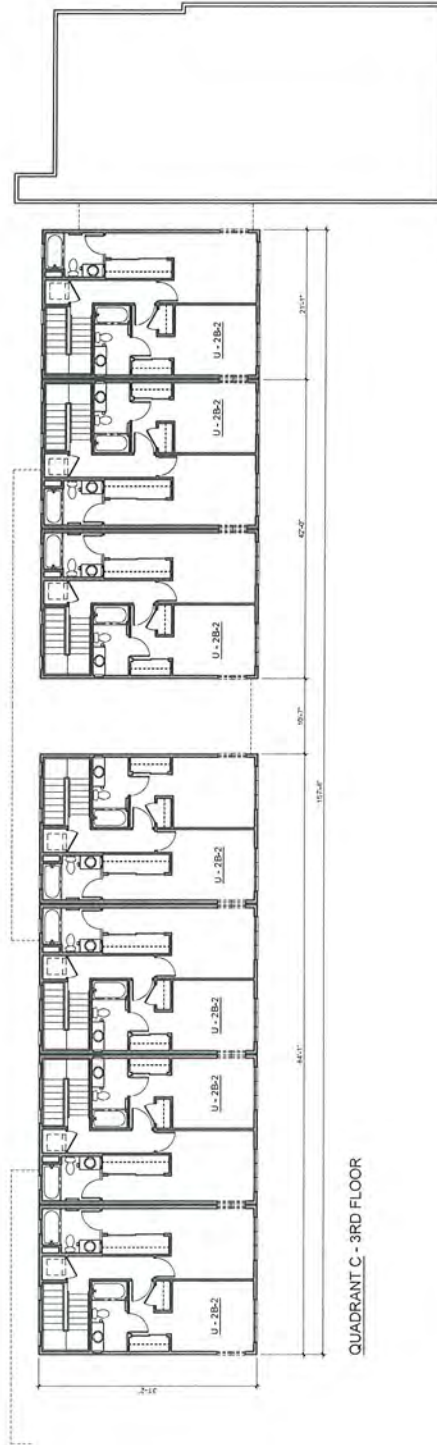
OXNARD, CALIFORNIA
DATE: 11.24.2015

Architecture + Planning
12555 W. Jefferson Blvd., Suite 100
Los Angeles, CA 90066
kdg.com
310.394.2623



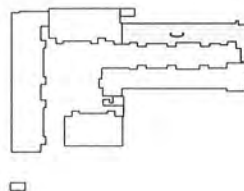


QUADRANT C - ROOF PLAN
ROOF PITCH 1:12



QUADRANT C - 3RD FLOOR

SITE PLAN KEY



A5.5



CONCEPTUAL QUADRANT C PLANS

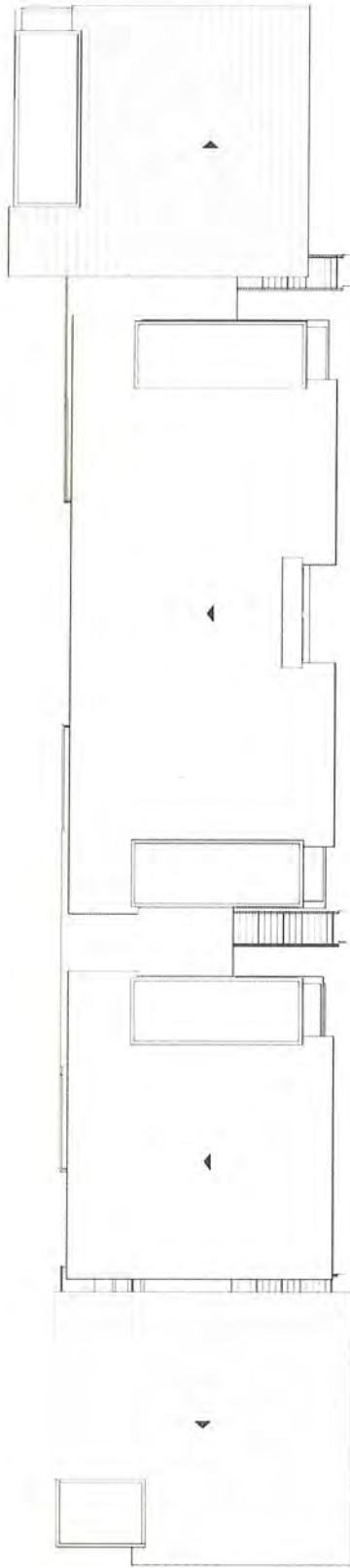
Channel Islands Boulevard

Architecture + Planning
12555 W. Jefferson Blvd., Suite 100
Los Angeles, CA 90066
ktgy.com
310.394.2623

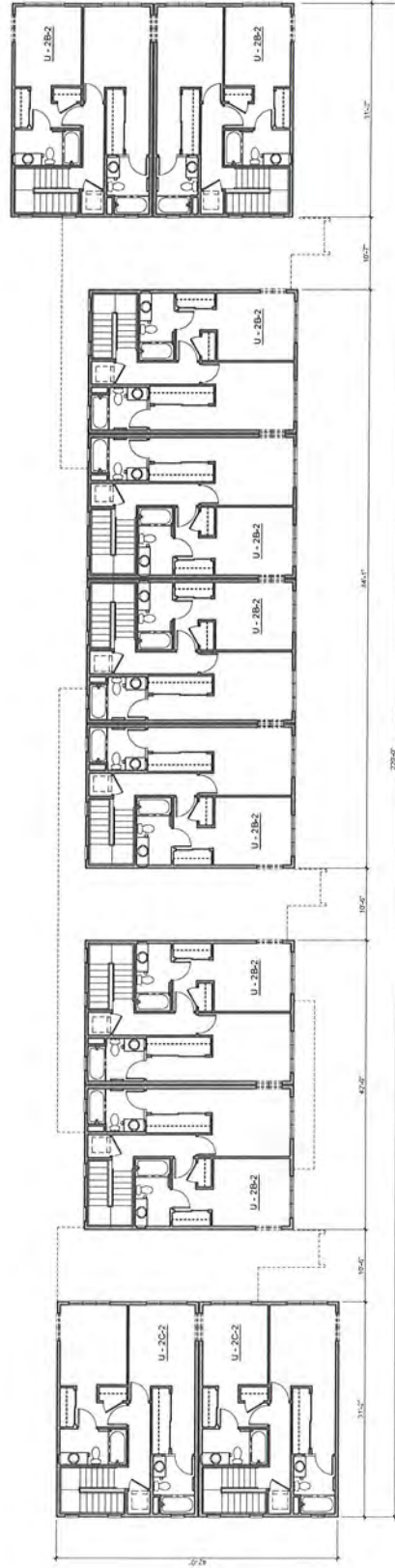
OXNARD, CALIFORNIA
CITY # 1314-0145 DATE: 11.24.2015

The Daly Group
Vince Daly
vince@dalygroupinc.com
www.dalygroupinc.com
805.407.3400



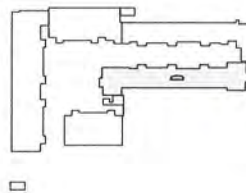


QUADRANT D - ROOF PLAN
ROOF PITCH 1:12



QUADRANT D - 3RD FLOOR

SITE PLAN KEY



Channel Islands Boulevard

The Daly Group
Vince Daly
vince@dalygroupinc.com
www.dalygroupinc.com
805.407.3400



CONCEPTUAL QUADRANT D PLANS

OXNARD, CALIFORNIA
CITY # 2816-8945

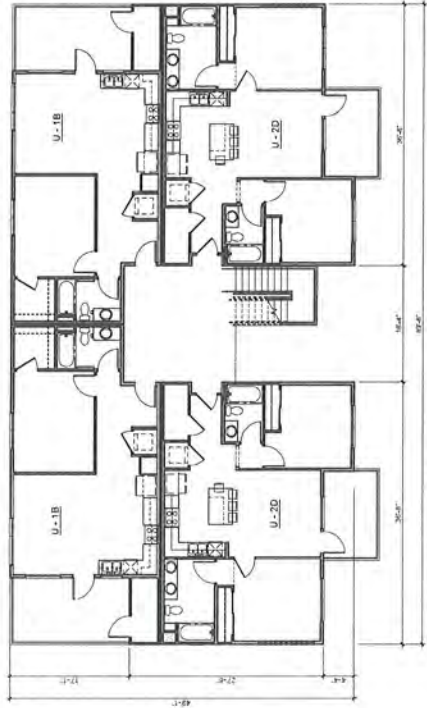
DATE: 11.24.2015

Architecture + Planning
12555 W. Jefferson Blvd., Suite 100
Los Angeles, CA 90066
kgp.com
310.394.2623

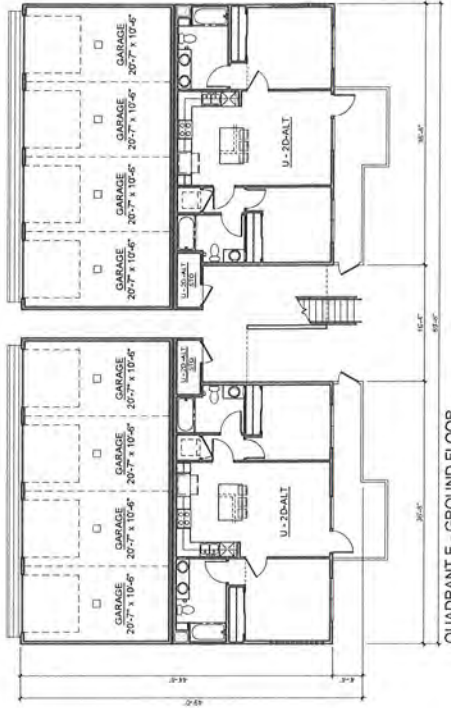


A5.7



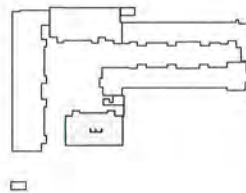


QUADRANT E - 2ND FLOOR



QUADRANT E - GROUND FLOOR

SITE PLAN KEY



Scale 0 4 8 16

A5.8



CONCEPTUAL QUADRANT E PLANS

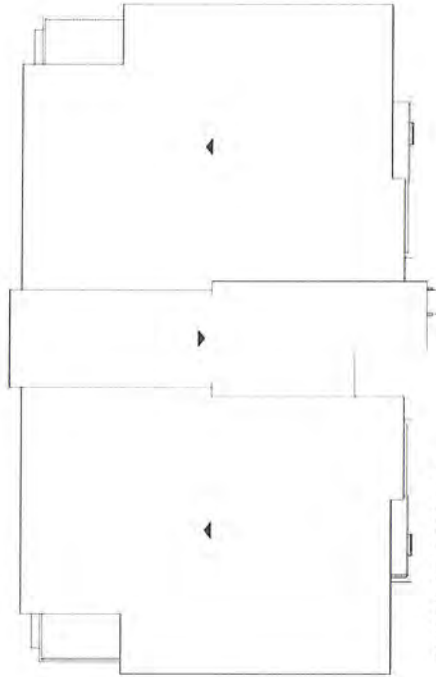
Architecture + Planning
12555 W. Jefferson Blvd., Suite 100
Los Angeles, CA 90066
ktg.com
310.394.2623

OXNARD, CALIFORNIA
DATE: 11.25.2015
PROJECT # 3814-0815

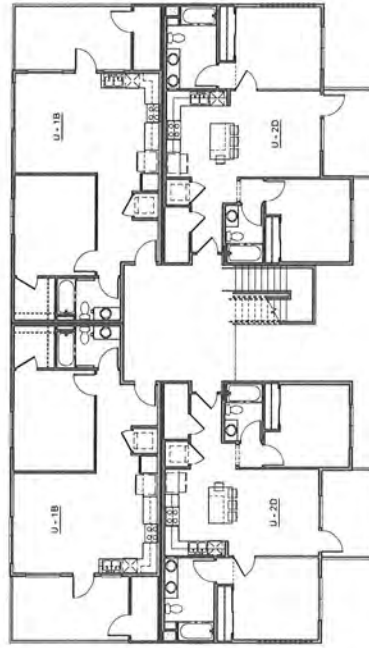
Channel Islands Boulevard

The Daly Group
Vince Daly
vince@cdalygroupinc.com
www.dalygroupinc.com
805.407.3400



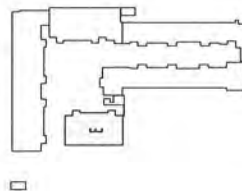


QUADRANT E - ROOF PLAN
ROOF PITCH 1:12



QUADRANT E - 3RD FLOOR

SITE PLAN KEY



Channel Islands Boulevard

The Daly Group
Vince Daly
vince@dalygroupinc.com
www.dalygroupinc.com
805.407.3400



CONCEPTUAL QUADRANT E PLANS

OXNARD, CALIFORNIA
DATE: 11.25.2015

Architecture + Planning
12555 W. Jefferson Blvd., Suite 100
Los Angeles, CA 90066
ktyg.com
310.394.2623



A5.9

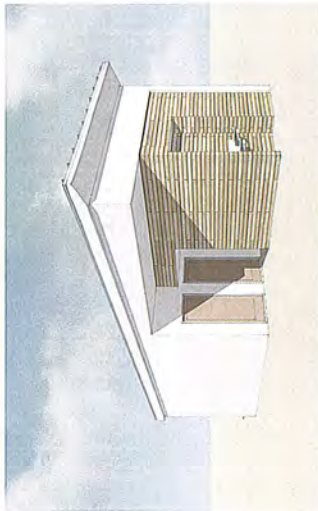
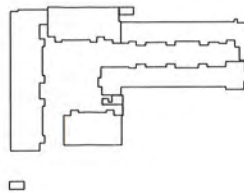
MATERIAL LEGEND

-  E-TERIOR CEMENT PLASTER DEVONO - WHITE
-  E-TERIOR CEMENT PLASTER DE6374 - SILVER POLISH
-  E-TERIOR CEMENT PLASTER DE6333 - HAMILTON BLUE
-  FIBER CEMENT BOARD - BATTEN SIDING DE6377 - BOAT ANCHOR
-  FIBER CEMENT HORIZONTAL SIDING DE6377 - BOAT ANCHOR
-  STACK BOND COLOR PRECISION CMU WARM GRAY

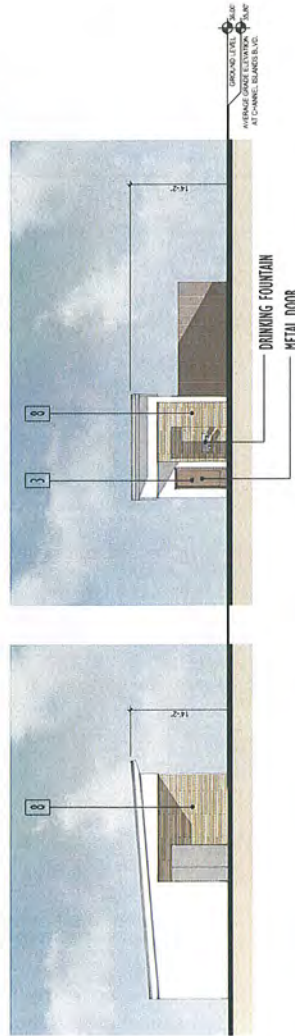
KEYNOTE LEGEND

-  VINYL WINDOW SYSTEM WHITE
-  CABLE RAILING SYSTEM DE6359 - SILVER SETTING
-  E-TERIOR DOOR
-  ROOF OVERHANG
-  METAL GUTTER
-  METAL DOWNSPOUT
-  METAL SECTIONAL GARAGE DOOR
-  FIBER CEMENT HORIZONTAL PLANK
-  SUN SHADE LOUVERS
-  ALUMINUM STOREFRONT
-  STANDING SEAM METAL ROOF COOL METALLIC SILVER
-  E-TERIOR LIGHT FIXTURE

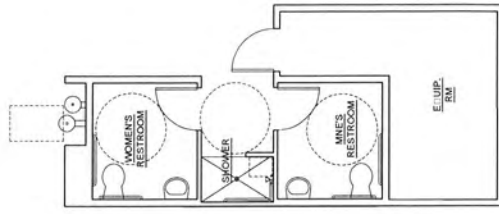
SITE PLAN KEY



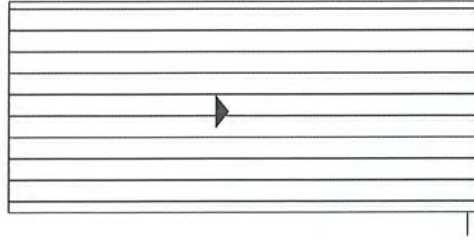
STACKED CMU
PRECISION BLOCK



DRINKING FOUNTAIN
METAL DOOR



POOL HOUSE FLOOR PLAN



POOL HOUSE- ROOF PLAN
ROOF PITCH 1:12

Scale 0 4 8 16

A5.10



ENLARGED POOL HOUSE PLAN

Architecture + Planning
12555 W. Jefferson Blvd., Suite 100
Los Angeles, CA 90066
ktgy.com
310.394.2623

OXNARD, CALIFORNIA
DATE: 10.01.2015
PROJECT # 2014-0913

Channel Islands Boulevard

The Daly Group
Vince Daly
vince@dalygroupinc.com
www.dalygroupinc.com
805.407.3400



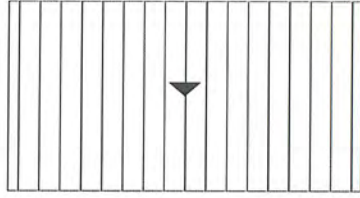
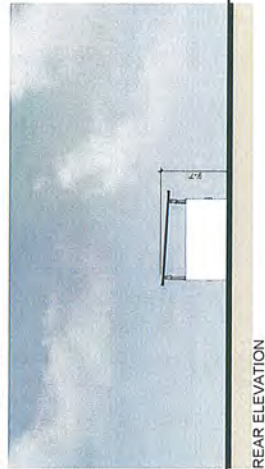
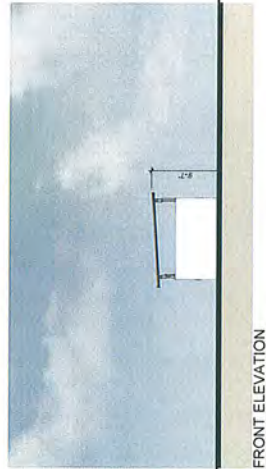
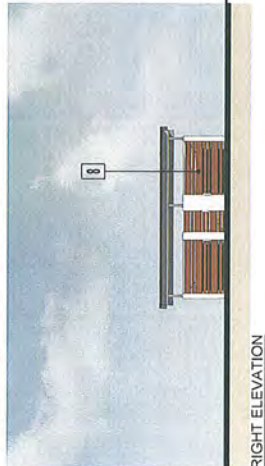
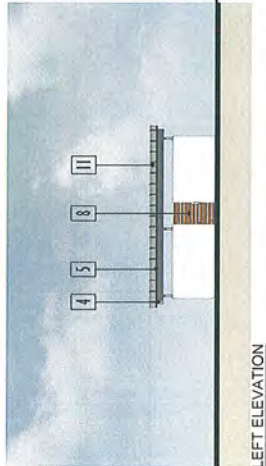
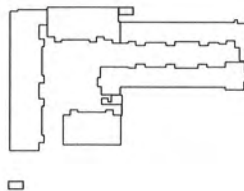
MATERIAL LEGEND

-  E.TEROR CEMENT PLASTER
DEW000 - WHITE
-  E.TEROR CEMENT PLASTER
DE6374 - SILVER POLISH
-  E.TEROR CEMENT PLASTER
DE6333 - HAMILTON BLUE
-  FIBER CEMENT
BOARD - BATTEN SIDING
DE6377 - BOAT ANCHOR
-  FIBER CEMENT
HORI ONTAL SIDING
DE6307 - EGYPTIAN SAND
-  STACK BOND
COLOR PRECISION CMU
WARM GRAY

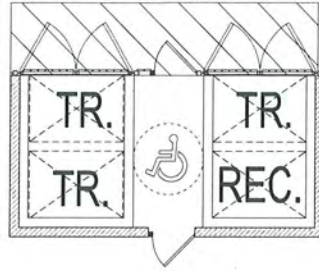
KEYNOTE LEGEND

-  VINYL WINDOW SYSTEM
WHITE
-  CABLE RAILING SYSTEM
DE6359 - SILVER SETTING
-  E.TEROR DOOR
-  ROOF OVERHANG
-  METAL GUTTER
-  METAL DOWNSPOUT
-  METAL SECTIONAL
GARAGE DOOR
-  FIBER CEMENT
HORI ONTAL PLANK
-  SUN SHADE LOUVERS
-  ALUMINUM STOREFRONT
-  STANDING SEAM METAL ROOF
COOL METALLIC SILVER
-  E.TEROR LIGHT FIXTURE

SITE PLAN KEY



TRASH ENCLOSURE- ROOF PLAN
ROOF PITCH 1:12



TRASH ENCLOSURE- FLOOR PLAN
1/4" = 1'-0"

Channel Islands Boulevard

ENLARGED TRASH ENCLOSURE



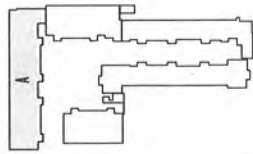
The Daily Group
Vince Daly
vince@dalygroupinc.com
www.dalygroupinc.com
805.407.3400

OXNARD, CALIFORNIA
DATE: 10.01.2015

Architecture + Planning
12555 W. Jefferson Blvd., Suite 100
Los Angeles, CA 90066
kgy.com
310.394.2623

A5.11





SITE PLAN KEY

MATERIAL LEGEND

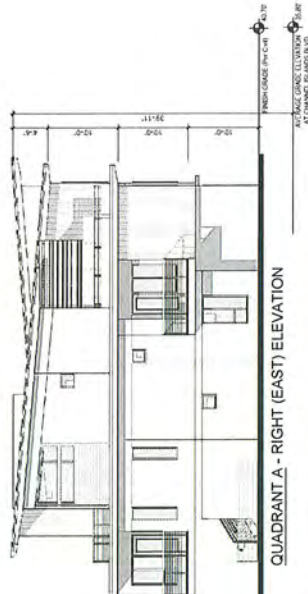
EXTERIOR CEMENT PLASTER D5050 - WHITE	1
EXTERIOR CEMENT PLASTER D5374 - SILVER POLISH	2
EXTERIOR CEMENT PLASTER D5333 - HAMILTON BLUE	3
FIBER CEMENT D5050 - WHITE	4
FIBER CEMENT D5374 - SILVER POLISH	5
FIBER CEMENT D5333 - HAMILTON BLUE	6
STAINLESS STEEL D5050 - WHITE	7
STAINLESS STEEL D5374 - SILVER POLISH	8
STAINLESS STEEL D5333 - HAMILTON BLUE	9
STAINLESS STEEL D5050 - WHITE	10
STAINLESS STEEL D5374 - SILVER POLISH	11
STAINLESS STEEL D5333 - HAMILTON BLUE	12

KEYNOTE LEGEND

VINYL WINDOW SYSTEM WHITE	1
CABLE RAILING SYSTEM D5333 - SILVER SETTING	2
EXTERIOR DOOR	3
ROOF OVERHANG	4
METAL CUTTER	5
METAL DOWNSPOUT	6
METAL SECTIONAL GARAGE DOOR	7
HORIZONTAL PLANK	8
SUN SHADE LOUVERS	9
ALUMINUM STOREFRONT	10
STANDING SEAM METAL ROOF COOL METALLIC SILVER	11
EXTERIOR LIGHT FIXTURE	12



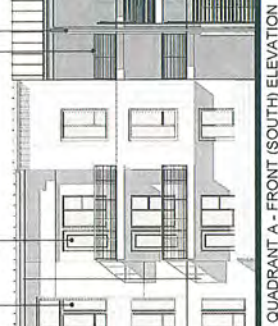
QUADRANT A - LEFT (WEST) ELEVATION



QUADRANT A - RIGHT (EAST) ELEVATION



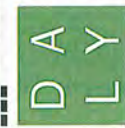
QUADRANT A - BACK (NORTH) ELEVATION



QUADRANT A - FRONT (SOUTH) ELEVATION

Channel Islands Boulevard

CONCEPTUAL QUADRANT A ELEVATIONS



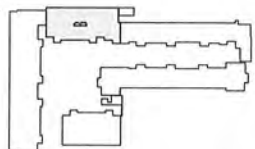
The Daly Group
Vince Daly
vince@dalygroupinc.com
www.dalygroupinc.com
805.407.3400

OXNARD, CALIFORNIA
DATE: 12.17.2015
PROJECT # 2014-0916

Architecture + Planning
12555 W. Jefferson Blvd., Suite 100
Los Angeles, CA 90066
ktgy.com
310.394.2623



A6.0



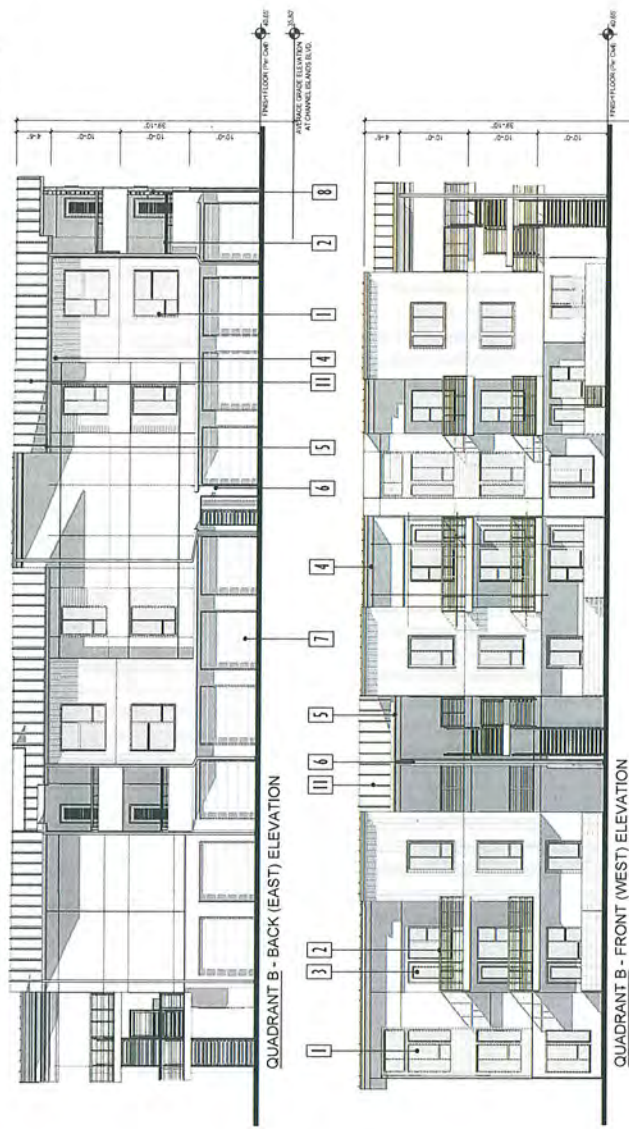
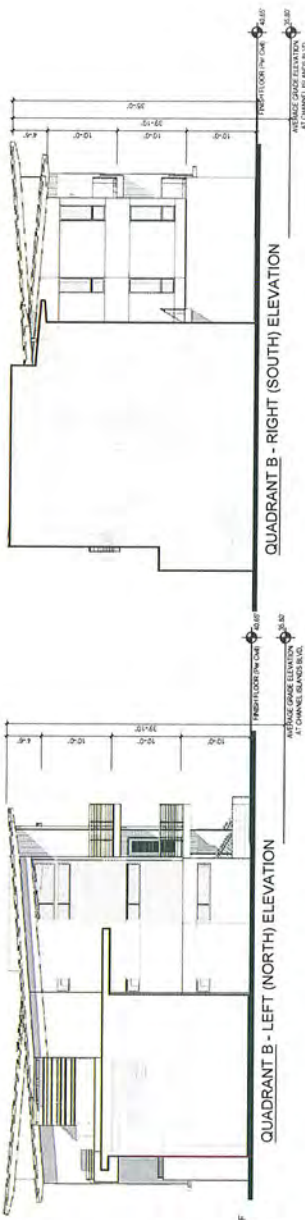
SITE PLAN KEY

MATERIAL LEGEND

	EXTERIOR CEMENT PLASTER
	DE6260 - WHITE
	EXTERIOR CEMENT PLASTER
	DE6274 - SILVER POLISH
	EXTERIOR CEMENT PLASTER
	DE6233 - HAMILTON BLUE
	FIBER CEMENT BOARD & BATTEN SIDING
	DE6277 - BOAT ANCHOR
	FIBER CEMENT HORIZONTAL PLANK
	DE6207 - EGYPTIAN SAND
	STACK BOND COLOR PRECISION CMU
	WARM GRAY

KEYNOTE LEGEND

1	VINYL WINDOW SYSTEM
2	WHITE PAINTING SYSTEM
3	DE6269 - SILVER SETTING
4	EXTERIOR DOOR
5	ROOF OVERHANG
6	METAL DUTTER
7	METAL DOWNPOUT
8	METAL SECTIONAL
9	ALUMINUM STOREFRONT
10	SUN SHADE LOUVERS
11	ALUMINUM STOREFRONT
12	COOL METALLIC SILVER
13	EXTERIOR LIGHT FIXTURE



Channel Islands Boulevard

The Daly Group
Vince Daly
vince@dalygroupinc.com
www.dalygroupinc.com
805.407.3400



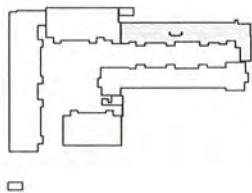
OXNARD, CALIFORNIA
DATE: 12.17.2015

Architecture + Planning
12555 W. Jefferson Blvd., Suite 100
Los Angeles, CA 90066
ktgy.com
310.394.2623



CONCEPTUAL QUADRANT B ELEVATIONS

A6.1



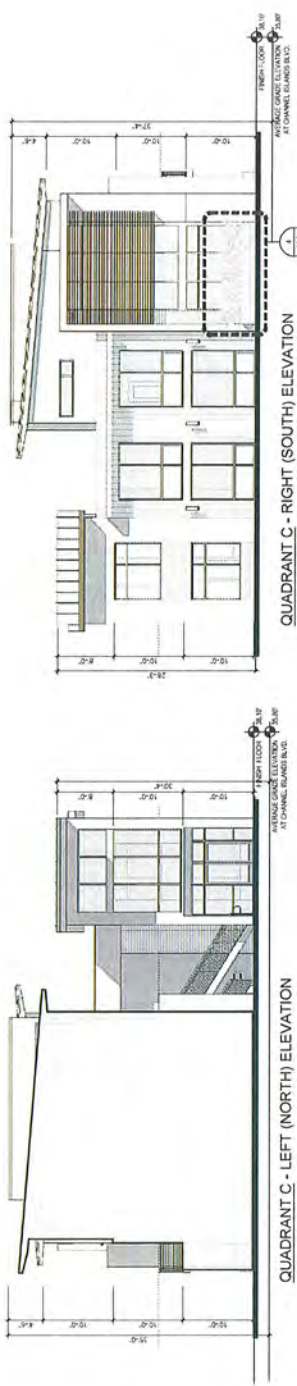
SITE PLAN KEY

MATERIAL LEGEND

- EXTERIOR CEMENT PLASTER
- DEVONB - WHITE
- EXTERIOR CEMENT PLASTER
- DEGG7 - SILVER POLISH
- EXTERIOR CEMENT PLASTER
- DEGG3 - HAMILTON BLUE
- FIBER CEMENT
- BOARD & BATTEN SIDING
- DEGG7 - BONT ANCHOR
- FIBER CEMENT
- HORIZONTAL SIDING
- DEGG7 - EGYPTIAN SAND
- STACK BOND
- WARM GRAY

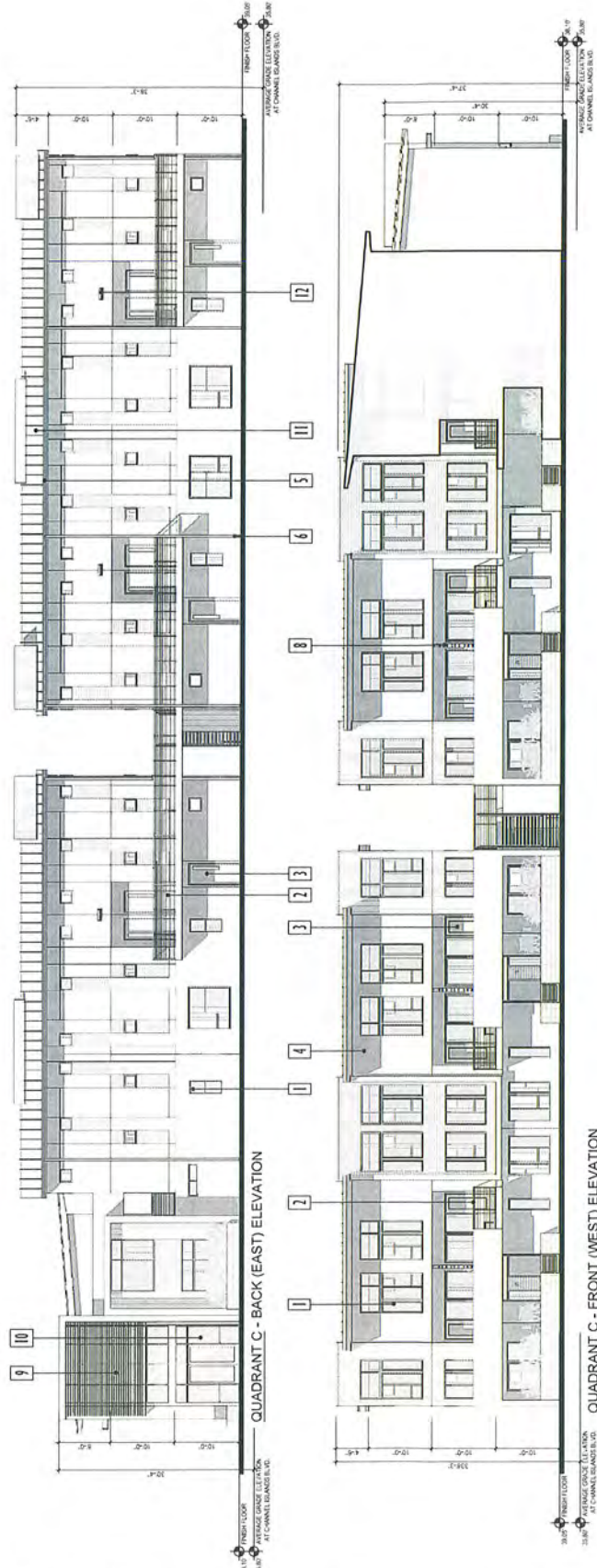
KEYNOTE LEGEND

- VINYL WINDOW SYSTEM
- WHITE
- PAINTING SYSTEM
- DEGG9 - SILVER SETTING
- EXTERIOR DOOR
- ROOF OVERHANG
- METAL GUTTER
- METAL DOWNSPOUT
- METAL SECTIONAL
- FIBER CEMENT
- HORIZONTAL PLANK
- SUN SHADE LOUVERS
- ALUMINUM STOREFRONT
- STANDING SEAM METAL ROOF
- COOL METALLIC SILVER
- EXTERIOR LIGHT FIXTURE



QUADRANT C - LEFT (NORTH) ELEVATION

QUADRANT C - RIGHT (SOUTH) ELEVATION



QUADRANT C - BACK (EAST) ELEVATION

QUADRANT C - FRONT (WEST) ELEVATION

Channel Islands Boulevard

CONCEPTUAL QUADRANT C ELEVATIONS

A6.2



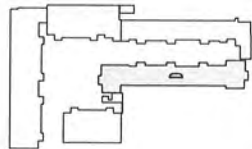
The Daly Group
Vince Daly
vince@dalygroupinc.com
www.dalygroupinc.com
805.407.3400

OXNARD, CALIFORNIA
E.I.S. # 2014-0161
DATE: 12.17.2015

Architecture + Planning
12555 W. Jefferson Blvd., Suite 100
Los Angeles, CA 90066
ktgy.com
310.394.2623



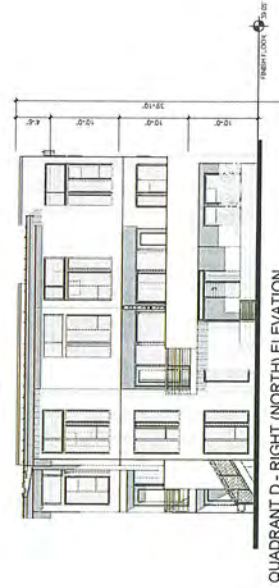
- MATERIAL LEGEND**
- EXTERIOR CEMENT PLASTER
DE4000 - WHITE
 - EXTERIOR CEMENT PLASTER
DE6374 - SILVER POLISH
 - EXTERIOR CEMENT PLASTER
DE6333 - HAMILTON BLUE
 - FIBER CEMENT
DE6077 - BOAT ANCHOR
 - FIBER CEMENT SIDING
DE6077 - BOAT ANCHOR
 - MISCELLANEOUS SIDING
DE6207 - EGYPTIAN SAND
 - STACK BOND
COLOR PRECISION CMU
WARM GRAY
- KEYNOTE LEGEND**
- VINYL WINDOW SYSTEM
WHITE
 - CABLE RAILING SYSTEM
DE5259 - SILVER SETTING
 - EXTERIOR DOOR
 - ROOF OVERHANG
 - METAL GUTTER
 - METAL DOWNSPOUT
 - METAL SECTIONAL
GARAGE DOOR
 - PERFORATED METAL
HORIZONTAL PLANK
 - SUN SHADE LOUVERS
 - ALUMINUM STOREFRONT
STANDING SEAM METAL ROOF
 - COOL METALLIC SILVER
 - EXTERIOR LIGHT FIXTURE



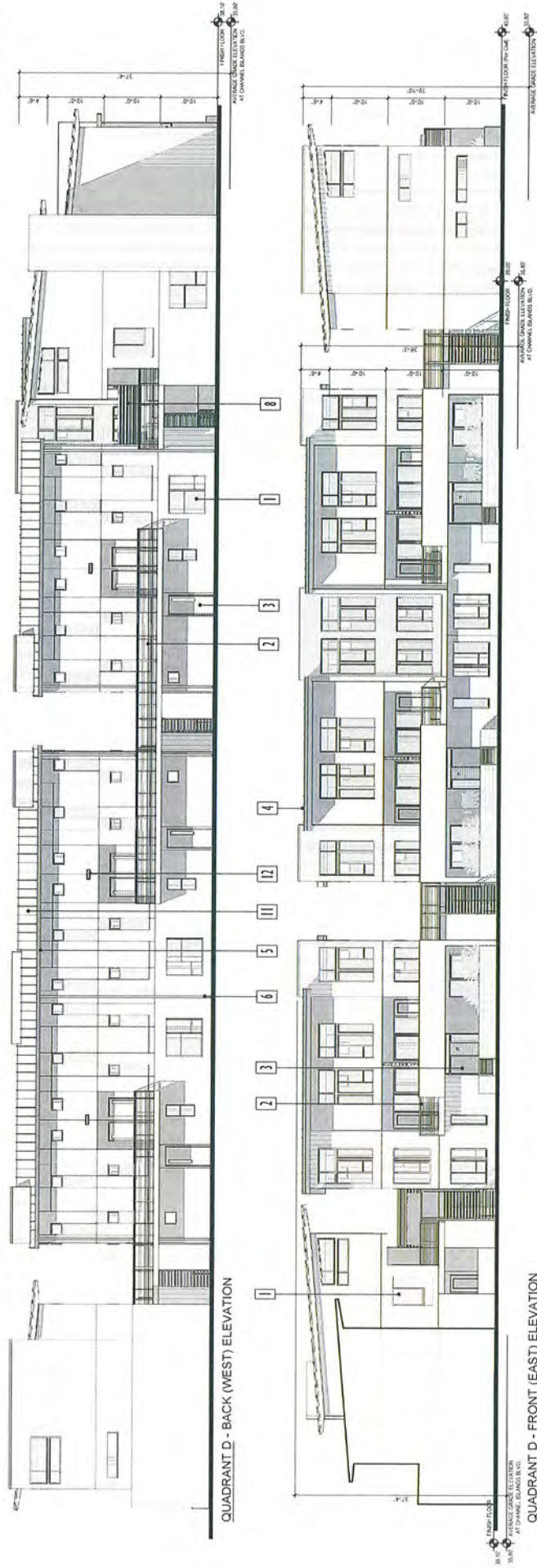
SITE PLAN KEY



QUADRANT D - LEFT (SOUTH) ELEVATION



QUADRANT D - RIGHT (NORTH) ELEVATION



QUADRANT D - BACK (WEST) ELEVATION

QUADRANT D - FRONT (EAST) ELEVATION

Channel Islands Boulevard

CONCEPTUAL QUADRANT D ELEVATIONS

A6.3

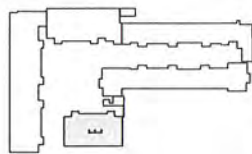


The Daly Group
Vince Daly
vince@dalygroupinc.com
www.dalygroupinc.com
805.407.3400

OXNARD, CALIFORNIA
DATE: 12.17.2015
K T G P 3314-2345

Architecture + Planning
12555 W. Jefferson Blvd., Suite 100
Los Angeles, CA 90066
ktgy.com
310.394.2623





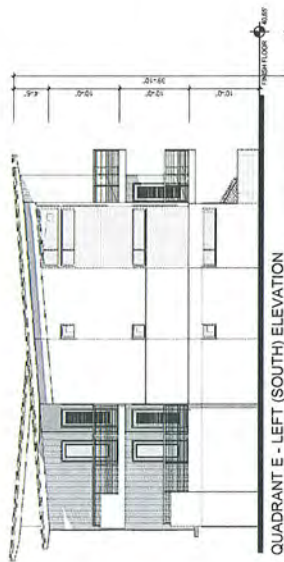
SITE PLAN KEY

MATERIAL LEGEND

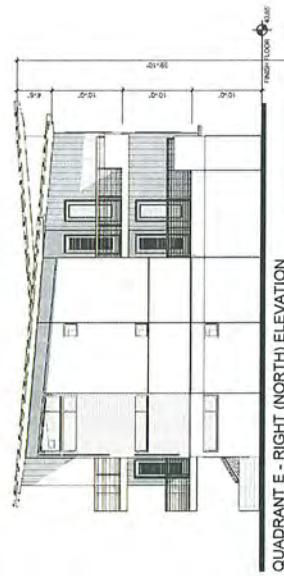
EXTERIOR CEMENT PLASTER DE0280 - WHITE	EXTERIOR CEMENT PLASTER DE0374 - SILVER POLISH	EXTERIOR CEMENT PLASTER DE0333 - HAMILTON BLUE	FIBER CEMENT BOARD & BATTEN SIDING DE0377 - BOAT ANCHOR	FIBER CEMENT HORIZONTAL SIDING DE0297 - EGYPTIAN SAND	STACK BOND COLOR PRECISION CMU WHITE GRAY

KEYNOTE LEGEND

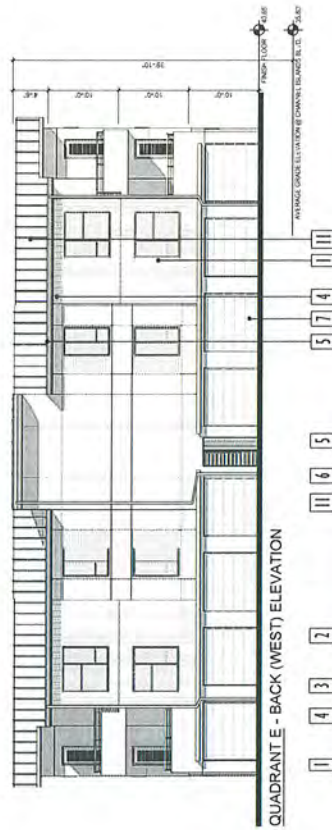
1 VINYL WINDOW SYSTEM WHITE	2 CABLE RAILING SYSTEM DE0359 - SILVER SETTING	3 EXTERIOR DOOR	4 ROOF OVERHANG	5 METAL GUTTER	6 METAL DOWNSPOUT	7 METAL SECTIONAL GARAGE DOOR	8 FIBER CEMENT HORIZONTAL PLANK	9 SUN SHADE LOUVERS	10 ALUMINUM STOREFRONT	11 STANDING SEAM METAL ROOF COOL METALLIC SILVER	12 EXTERIOR LIGHT FIXTURE



QUADRANT E - LEFT (SOUTH) ELEVATION



QUADRANT E - RIGHT (NORTH) ELEVATION



QUADRANT E - BACK (WEST) ELEVATION



QUADRANT E - FRONT (EAST) ELEVATION

Channel Islands Boulevard



The Daly Group
Vince Daly
vince@dalygroupinc.com
www.dalygroupinc.com
805.407.3400

CONCEPTUAL QUADRANT E ELEVATIONS

OXNARD, CALIFORNIA
DATE: 12.17.2015

Architecture + Planning
12555 W. Jefferson Blvd., Suite 100
Los Angeles, CA 90066
ktgy.com
310.394.2623



A6.4



QUADRANT A - FRONT PERSPECTIVE



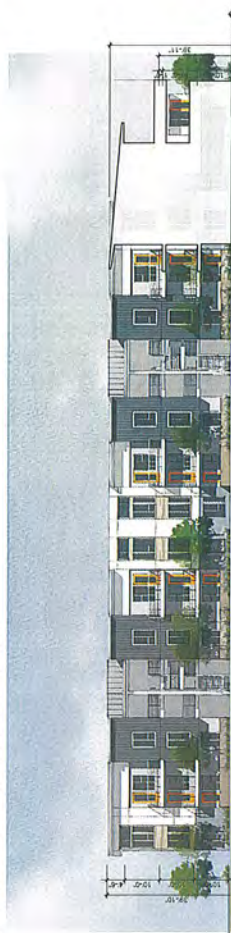
QUADRANT A - RIGHT (EAST) ELEVATION



QUADRANT A - BACK (NORTH) ELEVATION

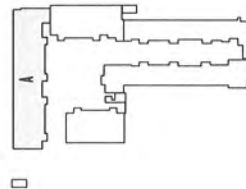


QUADRANT A - LEFT (WEST) ELEVATION



QUADRANT A - FRONT (SOUTH) ELEVATION

SITE PLAN KEY



Scale 0 8 16 32

A6.5

CONCEPTUAL QUADRANT A COLOR ELEVATIONS

Channel Islands Boulevard



The Daly Group
Vince Daly
vince@dalygroupinc.com
www.dalygroupinc.com
805.407.3400

OXNARD, CALIFORNIA
E T G Y B 2814-2845

DATE: 12.17.2015

Architecture + Planning
12555 W. Jefferson Blvd., Suite 100
Los Angeles, CA 90066
kgty.com
310.394.2623

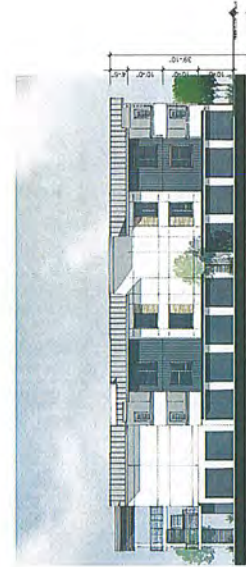




QUADRANT B - FRONT PERSPECTIVE



QUADRANT B - RIGHT (SOUTH) ELEVATION



QUADRANT B - BACK (EAST) ELEVATION

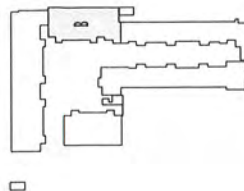


QUADRANT B - LEFT (NORTH) ELEVATION



QUADRANT B - FRONT (WEST) ELEVATION

SITE PLAN KEY



Scale 0' 10' 20'

Channel Islands Boulevard

CONCEPTUAL QUADRANT B COLOR ELEVATIONS

A6.6

The Daly Group
Vince Daly
vince@dalygroupinc.com
www.dalygroupinc.com
805.407.3400



OXNARD, CALIFORNIA
DATE: 12.17.2015
PROJECT # 2014-0915

Architecture + Planning
12555 W. Jefferson Blvd., Suite 100
Los Angeles, CA 90066
ktgy.com
310.394.2523





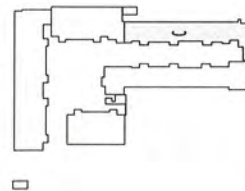
QUADRANT C - FRONT PERSPECTIVE



QUADRANT C - RIGHT (SOUTH) ELEVATION



QUADRANT C - BACK (EAST) ELEVATION



SITE PLAN KEY



QUADRANT C - LEFT (NORTH) ELEVATION



QUADRANT C - FRONT (WEST) ELEVATION

Scale 0 8 16 32

Channel Islands Boulevard

CONCEPTUAL QUADRANT C COLOR ELEVATIONS

A6.7



The Daly Group
Vince Daly
vince@dalygroupinc.com
www.dalygroupinc.com
805.407.3400

OXNARD, CALIFORNIA

DATE: 12.17.2015

Architecture + Planning
12555 W. Jefferson Blvd., Suite 100
Los Angeles, CA 90066
ktyg.com
310.394.2623





QUADRANT D - FRONT PERSPECTIVE



QUADRANT D - BACK (WEST) ELEVATION

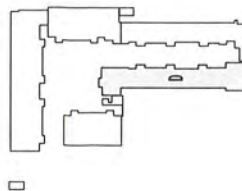


QUADRANT D - RIGHT (NORTH) ELEVATION



QUADRANT D - LEFT (SOUTH) ELEVATION

SITE PLAN KEY



Scale 0 8 16 32

CONCEPTUAL QUADRANT D COLOR ELEVATIONS

Channel Islands Boulevard

A6.8



The Daly Group
Vince Daly
vince@dalygroupinc.com
www.dalygroupinc.com
805.407.3400

OXNARD, CALIFORNIA
E I G I T # 2014-0515

DATE: 12.17.2015

Architecture + Planning
12555 W. Jefferson Blvd., Suite 100
Los Angeles, CA 90066
ktgy.com
310.394.2623





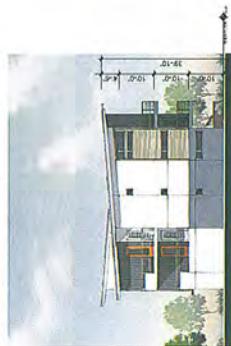
QUADRANT E - FRONT PERSPECTIVE



QUADRANT E - RIGHT (NORTH) ELEVATION



QUADRANT E - BACK (WEST) ELEVATION

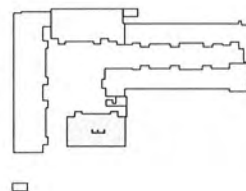


QUADRANT E - LEFT (SOUTH) ELEVATION



QUADRANT E - FRONT (EAST) ELEVATION

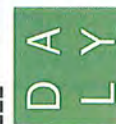
SITE PLAN KEY



Scale 0 4 8 16 32

A6.9

Channel Islands Boulevard CONCEPTUAL QUADRANT E COLOR ELEVATIONS



The Daly Group
 Vince Daly
 vince@dalygroupinc.com
 www.dalygroupinc.com
 805.407.3400

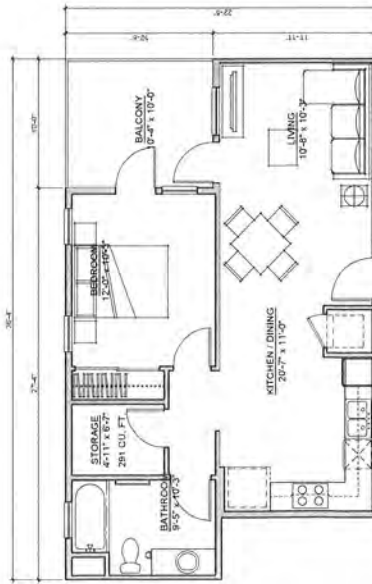
OXNARD, CALIFORNIA
 DATE: 12.17.2015
 FIG # 2814-0145

Architecture + Planning
 12555 W. Jefferson Blvd., Suite 100
 Los Angeles, CA 90066
 kggy.com
 310.394.2623

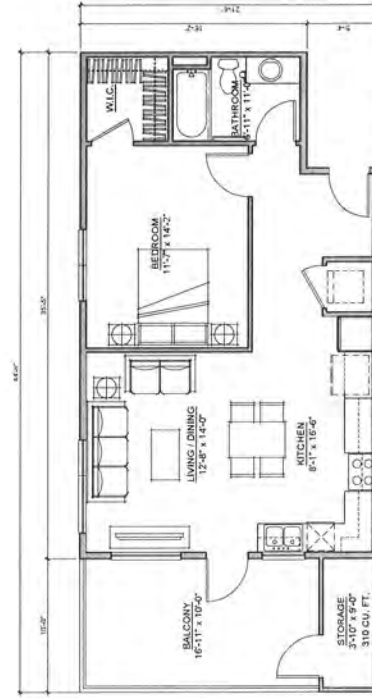




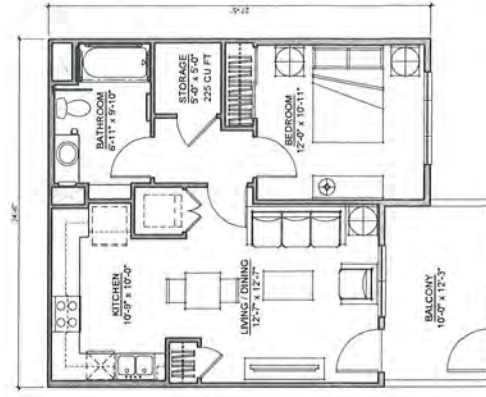
UNIT 1D - BALCONY NET 101 SQ. FT.
UNIT 1D - UNIT NET 581 SQ. FT.



UNIT 1C - BALCONY NET 103 SQ. FT.
UNIT 1C - UNIT NET 623 SQ. FT.



UNIT 1B - BALCONY NET 169 SQ. FT.
UNIT 1B - UNIT NET 642 SQ. FT.



UNIT 1A - BALCONY NET 122 SQ. FT.
UNIT 1A - UNIT NET 579 SQ. FT.

Scale 0 2 4 6
A7.0

Channel Islands Boulevard



The Daly Group
Vince Daly
vince@dalygroupinc.com
www.dalygroupinc.com
805.407.3400

CONCEPTUAL UNIT PLANS

OXNARD, CALIFORNIA
DATE: 12.17.2015

Architecture + Planning
12555 W. Jefferson Blvd., Suite 100
Los Angeles, CA 90066
ktgy.com
310.394.2623

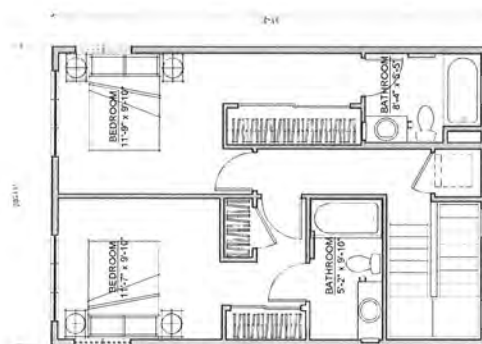




TOWNHOME 2B-1ST FLR. BALCONY NET 116 S.F. FT.
TOWNHOME 2B-1ST FLR. UNIT NET 529 S.F. FT.



TOWNHOME 2B-ALT
TOWNHOME 2B-1ST FLR. BALCONY NET 116 S.F. FT.
TOWNHOME 2B-1ST FLR. UNIT NET 548 S.F. FT.



TOWNHOME 2B-2ND FLR. UNIT NET 511 S.F. FT.



UNIT 2A - BALCONY NET 104 S.F. FT.
UNIT 2A - UNIT NET 880 S.F. FT.



UNIT 2A-ALT - BALCONY NET 103 S.F. FT.
UNIT 2A-ALT - UNIT NET 955 S.F. FT.

Channel Islands Boulevard

The Daly Group
Vince Daly
vince@dalygroupinc.com
www.dalygroupinc.com
805.407.3400



CONCEPTUAL UNIT PLANS

OXNARD, CALIFORNIA
DATE: 3.01.2016

Architecture + Planning
12555 W. Jefferson Blvd., Suite 100
Los Angeles, CA 90066
ktgy.com
310.394.2623

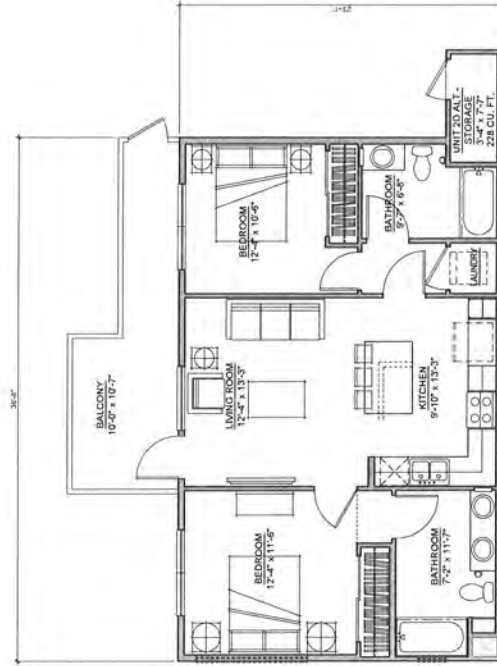


A7.1





UNIT 2D - BALCONY NET 120 SQ. FT.
UNIT 2D - UNIT NET 838 SQ. FT.



UNIT 2D ALT - BALCONY NET 105 SQ. FT.
UNIT 2D ALT - UNIT NET 780 SQ. FT.

Channel Islands Boulevard

The Daly Group
Vince Daly
vince@dalygroupinc.com
www.dalygroupinc.com
805.407.3400



CONCEPTUAL UNIT PLANS

OXNARD, CALIFORNIA
DATE: 12.17.2015

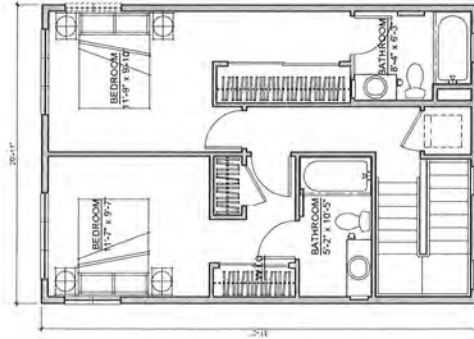
Architecture + Planning
12555 W. Jefferson Blvd., Suite 100
Los Angeles, CA 90066
ktgy.com
310.384.2623



Scale: 1/8" = 1'-0"
1 2 3 4 5
A7.2



UNIT 2C - BALCONY NET 101 SQ. FT.
UNIT 2C - 1ST FLOOR
UNIT NET 526 SQ. FT.



UNIT 2C - 2ND FLOOR
UNIT NET 553 SQ. FT.

Scale 0 2 4 8
A7.2.1



CONCEPTUAL UNIT PLANS

Architecture + Planning
12555 W. Jefferson Blvd., Suite 100
Los Angeles, CA 90066
ktgy.com
310.394.2623

OXNARD, CALIFORNIA
FILE # 3014-0345
DATE: 12.17.2015

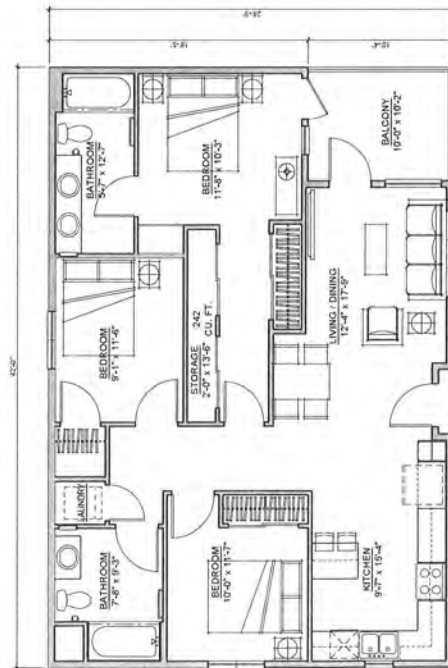
Channel Islands Boulevard

The Daly Group
Vince Daly
vince@dalygroupinc.com
www.dalygroupinc.com
805.407.3400





UNIT 3A - BALCONY NET 127 SQ. FT.
UNIT 3B - UNIT NET 1124 SQ. FT.



UNIT 3B - BALCONY NET 102 SQ. FT.
UNIT 3A - UNIT NET 1042 SQ. FT.

Scale 0 2 4 6
A7.3



CONCEPTUAL UNIT PLANS

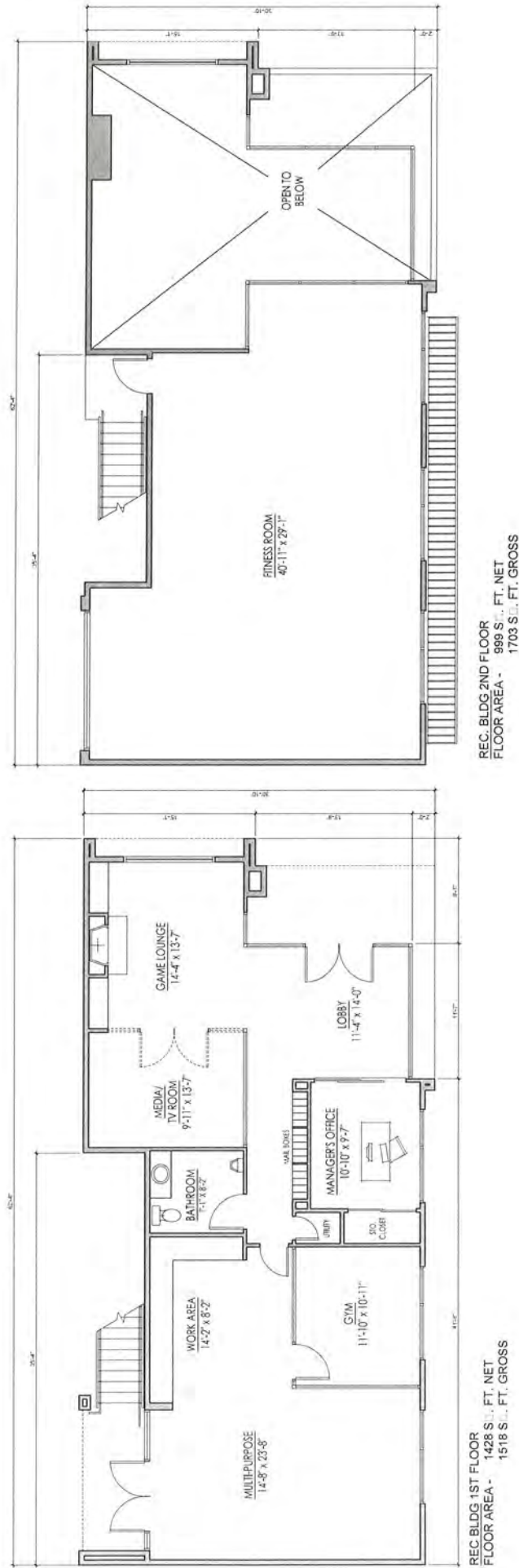
Architecture + Planning
12555 W. Jefferson Blvd., Suite 100
Los Angeles, CA 90066
ktgy.com
310.394.2623

OXNARD, CALIFORNIA
E L E Y # 3114-0143
DATE 12.17.2015

Channel Islands Boulevard

The Daly Group
Vince Daly
vince@dalygroupinc.com
www.dalygroupinc.com
805.407.3400





Channel Islands Boulevard

CONCEPTUAL LEASING/ ACTIVITY BUILDING PLANS A7.4



The Daly Group
Vince Daly
vince@dalygroupinc.com
www.dalygroupinc.com
805.407.3400

OXNARD, CALIFORNIA
DATE: 10.01.2016

Architecture + Planning
12555 W. Jefferson Blvd., Suite 100
Los Angeles, CA 90066
ktgy.com
310.394.2623



STACKED BOND - COLOR
PRECISION CHU

FIBER CEMENT PANEL

FIBER CEMENT SIDING

STEPSTONE THREADS

EXTERIOR PORTLAND
CEMENT PLASTER

STEEL TUBING

CABLE RAILING SYSTEM

STANDING SEAM
METAL ROOF

WHITE VINYL WINDOW

MATERIALS



Channel Islands Boulevard

MATERIALS BOARD

A8.0

The Daly Group
Vince Daly
vince@dalygroupinc.com
www.dalygroupinc.com
805.407.3400



OXNARD, CALIFORNIA
CITY # 2014-0951 DATE: 10.01.2015

Architecture + Planning
12555 W. Jefferson Blvd., Suite 100
Los Angeles, CA 90066
ktgy.com
310.394.2623



[illegible]

CHANNEL ISLAND BLVD. HOUSING

BRODERSEN ASSOCIATES

broderick@uconn.edu
CA#4350

Landscape Architecture / Horticulture / Documentation
433 E Main Street, Ventura, CA 93001

to the extent that it is not possible to identify a specific cause for the disease, the disease is said to be of unknown etiology. The disease is said to be of unknown etiology if the cause is not known, but it is not known if the cause is not known.

(E) ON-SITE TREE TO BE REMOVED. TREE
SITF ADJACENT'S TREE MAP AND
PROTECTION PLAN 5.26/15



CONCEPT IMAGES



AT GRADE SEATING AREA

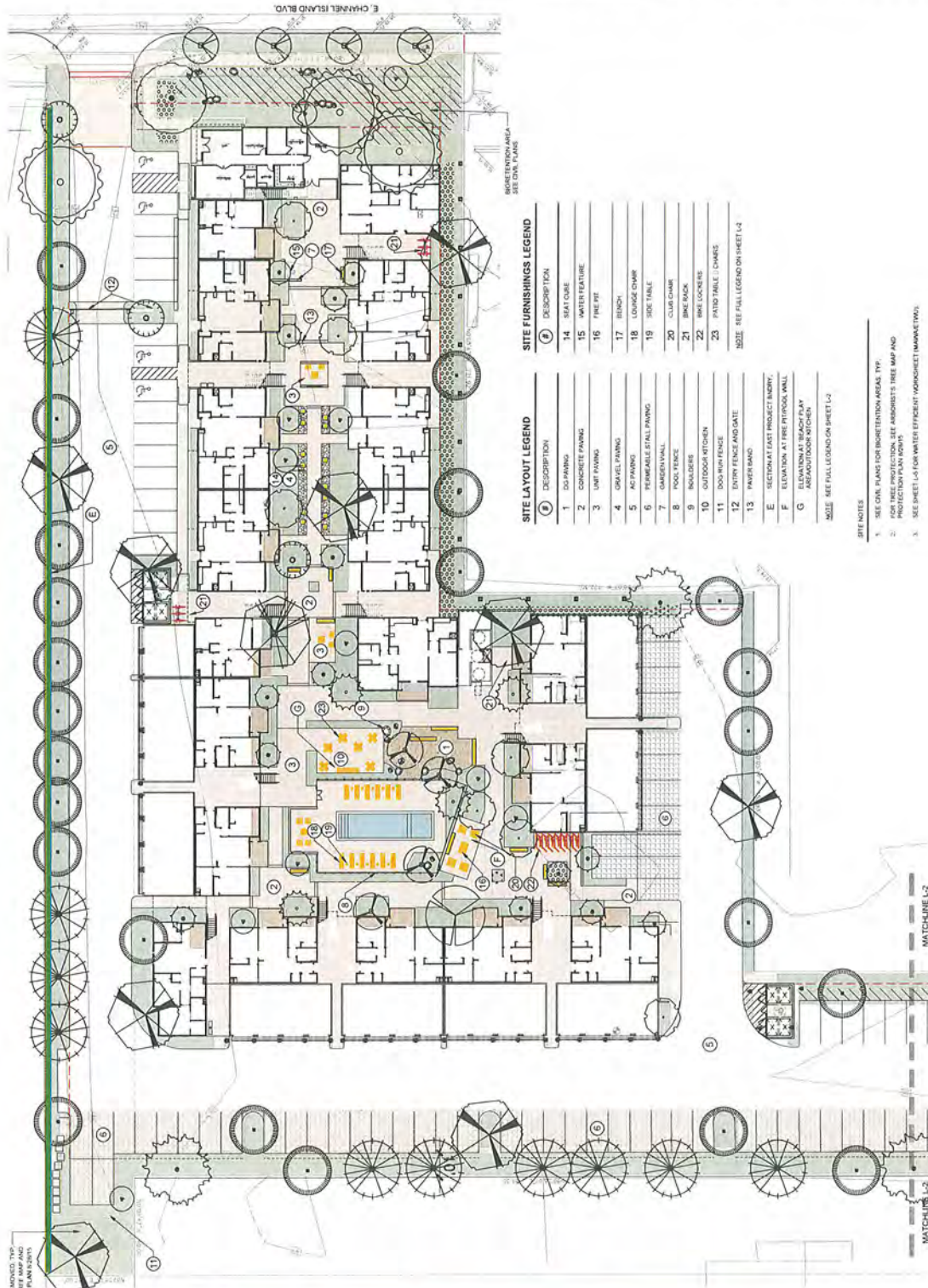


LOUNGE SEATING



SMALL SEATING AREA VATH WATER BOWL

LOUNGE WITH FIREST



SITE FURNISHINGS LEGEND

DESCRIPTION
1 DGS PAVING
2 CONCRETE PAVING
3 UNIT PAVING
4 GRAVEL PAVING
5 AC PAVING
6 PERMEABLE STALL PAVING
7 GARDEN WALL
8 POOL FENCE
9 BOULDERS
10 OUTDOOR KITCHEN
11 DOGS RUN FENCE
12 ENTRY FENCE AND GATE

SITE LAYOUT LEGEND

②	DESCRIPTION
14	SEAT CURB
15	WATER FEATURE
16	FINE PIT
17	BENCH
18	LOUNGE CHAIR
19	SIDE TABLE
20	CLUB CHAIR
21	BIKE RACK
22	BIKE COCKPIT
23	PATIO TABLE + CHAIRS

NOTE: SEE FULL LEGEND ON SHEET L-3

NOTE: SEE FULL LEGEND ON SHEET 1.3

CITE NOTE#

1. SEE CIVIL PLANS FOR BIORETENTION AREAS, TYP.
2. FOR TREE PROTECTION, SEE ARBORIST'S TREE MAP AND PROTECTION PLAN BOWTS.
3. SEE SHEET L-3 FOR WATER EFFICIENT WORKSHEET (NATIVE TWO).

NOTE: SEE FULL LEGEND ON SHEET 1-3

PRELIMINARY SITE PLAN - EAST



20' 10' 0' 10' 20' 40'

SCALE: 1" = 20'-0"

PLANTING PLAN - EAST

L-3

15.07

CHANNEL ISLAND BLVD. HOUSING

Brodersen Associates

LANDSCAPE ARCHITECTURE / HORTICULTURE

422 E. Main Street, Ventura, CA 93001

805.201.5614

brodersenassoc@gmail.com

CA#4550

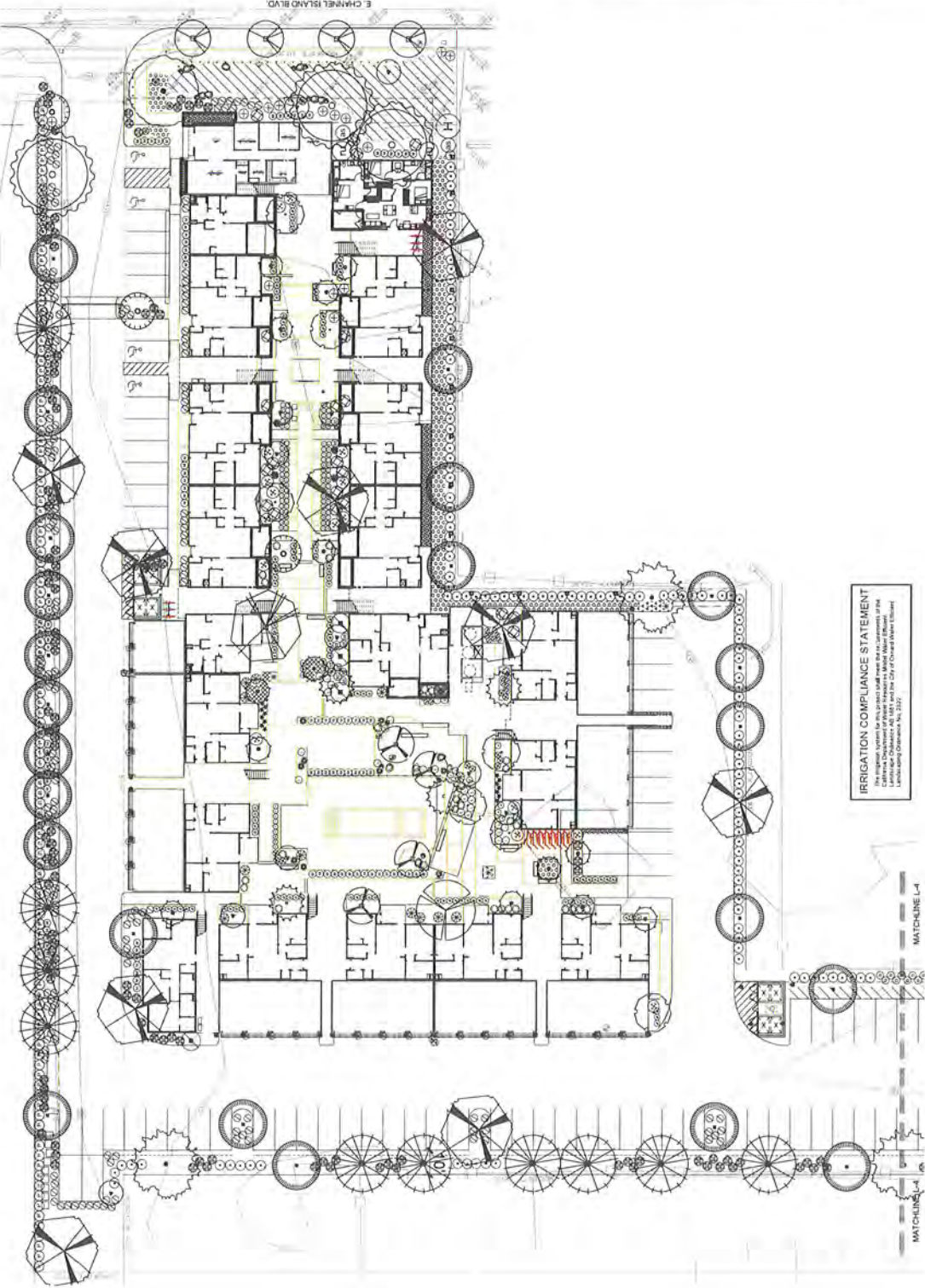
Professional Seal

Brodersen Associates

LANDSCAPE ARCHITECT

NO. 10000

EXP. 12/31/2024



IRRIGATION COMPLIANCE STATEMENT
The irrigation system shown on this plan was designed in accordance with the California Department of Water Resources Model Water Efficient Landscape Ordinance, No. 2022.

PLANTING PLAN - EAST

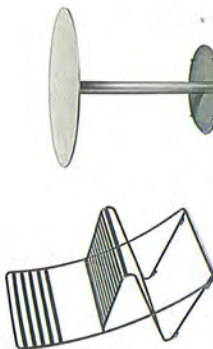
SHRUB, GROUND COVER AND VINE PLANTING LEGEND

Botanical Name	Common Name	Size	Woods
 <i>Quercus</i>	Oak	1 ft	W
 <i>Pinus strobus</i>	White Pine	1 ft	W
 <i>Pinus resinosa</i>	Red Pine	1 ft	W
 <i>Pinus strobus</i>	White Pine	1 ft	W
 <i>Pinus strobus</i>	White Pine	1 ft	W
 <i>Pinus strobus</i>	White Pine	1 ft	W
 <i>Pinus strobus</i>	White Pine	1 ft	W
 <i>Pinus strobus</i>	White Pine	1 ft	W
 <i>Pinus strobus</i>	White Pine	1 ft	W
 <i>Pinus strobus</i>	White Pine	1 ft	W
 <i>Pinus strobus</i>	White Pine	1 ft	W
 <i>Pinus strobus</i>	White Pine	1 ft	W
 <i>Pinus strobus</i>	White Pine	1 ft	W
 <i>Pinus strobus</i>	White Pine	1 ft	W
 <i>Pinus strobus</i>	White Pine	1 ft	W
 <i>Pinus strobus</i>	White Pine	1 ft	W
 <i>Pinus strobus</i>	White Pine	1 ft	W
 <i>Pinus strobus</i>	White Pine	1 ft	W
 <i>Pinus strobus</i>	White Pine	1 ft	W
 <i>Pinus strobus</i>	White Pine	1 ft	W
 <i>Pinus strobus</i>	White Pine	1 ft	W
 <i>Pinus strobus</i>	White Pine	1 ft	W
 <i>Pinus strobus</i>	White Pine	1 ft	W

[illegible]



3 Bike Rack
NTS



2 Patio Table and Chairs



Bench	Notes
1	



6 Lounge Chair
NTS



5 Side Table
NTS



4 Fire Pit NTS



NTS
Club Chair



NTS
Club Sectional and Table



Seat Cube
NTS



LAND USE DATA:

DISTING-
LOT AREA
APN #
ZONING

PROJECT INFORMATION:

OWNER _____
APPLICANT/ _____
REPRESENTATIVE _____
M. ENGINEER _____
LAWYER _____

REFERENCE:

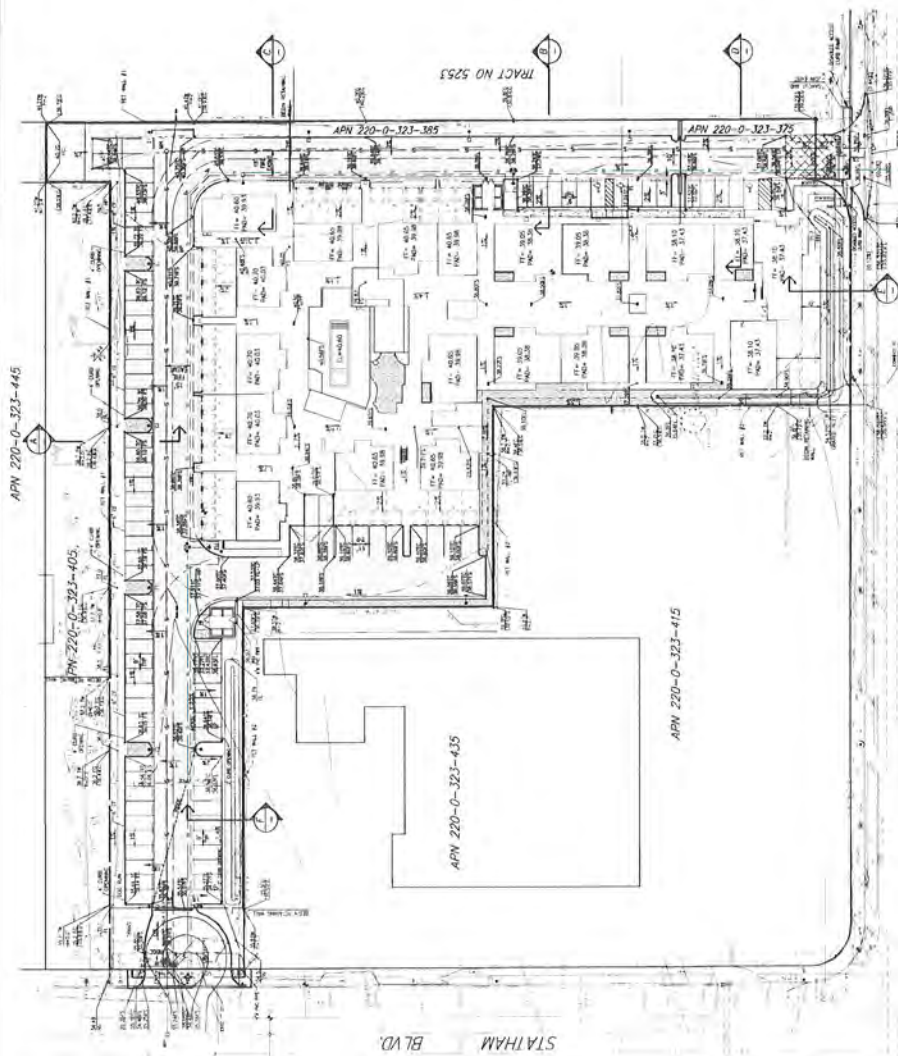
© 1997 by V.I.F. Record Publishers in STREET UNIT OF CALIFORNIA, CAROL W. DILLON

ASSESSMENT / LEGEND:

4. AN INQUIRY FOR PUBLIC UTILITIES AND RIGHTS INCLUDING, THOUGH IN ERROR, SO CALLED CALIFORNIA DESIGN COMPANY, A CORPORATION, FOR THE DOCUMENTS RECORDED JANUARY 1, 1955, AS INSTRUMENT NO. 1952 IN BOOK 4254, PAGE 542 OF THE OFFICIAL RECORDS OF ARIZONA COUNTY. (NOTE: THIS DOCUMENT APPEARS TO BE "WELT OUT" - SEE THE EXTERIOR BOUNDARY OF THE LAND.)

RENCH MARK-

COUNTY OF KENT, WA. BRANCH MAPS NO. 27-2746. FULTON 34,265 17
(MAY 1988)



E. CHANNEL ISLANDS BLVD.



SECTION D
TRY GATE DETAIL



SECTION C



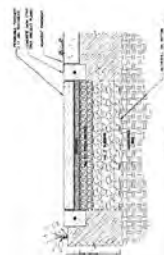
11/11/2023



VICINITY MAP

LEGAL DESCRIPTION:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
84

[illegible]

```
DEFINITION
  TP := RMF AND t = P < v T M F N
```


Packet Pg. 278

This Page Intentionally Left Blank



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report
AGENDA ITEM NO.: 1

DATE: May 17, 2016
TO: City Council
FROM: Stephen Fischer, City Attorney
SUBJECT: Ordinance Regulating Activities at Ormond Beach. (15/45)
CONTACT: Stephen Fischer, City Attorney
Stephen.Fischer@oxnard.org, 385-7483

RECOMMENDATION:

That City Council approve the first reading by title only and subsequent adoption of an ordinance regulating activities at Ormond Beach.

BACKGROUND

The City of Oxnard is home to Ormond Beach, a unique and sensitive habitat that supports numerous plant and wildlife species and is enjoyed by the public. Among these special features are a diverse set of habitats, considered by experts to be the most important wetland restoration opportunity in southern California and designation as a critical habitat for the western snowy plover, a federally listed threatened species. Ormond Beach is also home to multiple other special status wildlife and plant species including the California least tern, Belding's savannah sparrow, light-footed clapper rail, tidewater goby and salt marsh bird's beak.

Ormond Beach is a designated Audubon Important Bird Area which indicates its global importance to wildlife conservation efforts as a unique and essential bird habitat. The Ventura County Audubon Society has issued a letter of support for this ordinance (Attachment B). The California State Coastal Conservancy has also long recognized Ormond Beach as an area of biological significance and high habitat restoration potential, has secured the acquisition of 266-acres in the area, and is pursuing restoration of as much habitat as possible. The State Coastal Conservancy has also issued a letter of support for this ordinance (Attachment C). The Nature Conservancy also owns and manages a large tract at Ormond Beach and supports the ordinance to protect this unique habitat (Attachment D).

Ordinance Regulating Activities at Ormond Beach

May 17, 2016

Page 2

A significant number of people visit Ormond Beach throughout the year and some activities of beach visitors may cause unintentional negative effects to the unique and special wildlife, plants and habitat there. For example, the United States Fish and Wildlife Service “USFWS” has found that the disturbance of nesting or brooding snowy plovers by visitors and domestic animals is a major factor affecting nesting success and is one of the factors affecting the continued existence of the species. The USFWS has issued a letter of support for this ordinance (Attachment E).

USFWS has documented other activities that can negatively impact snowy plovers, including pet interactions, motorized vehicles, horseback riding and aerial activities such as kite flying, hang gliding and model airplanes. Also, campfires and camping near nests may result in long-term disturbance and ultimately nest abandonment. In light of these concerns, the ordinance prohibits entering or interfering with any protected habitat area, bringing domesticated or wild animals, alteration of any habitat, camping and fires, the use of motorized vehicles and other specified aerial activities.

Perhaps the most difficult issue at Ormond Beach is the interaction of visiting dogs and sensitive species. Studies have shown that visitors with dogs have a stronger chance of nest disturbance and a higher proportion of dogs than humans disturb snowy plovers. Leashing dogs reduces disturbances compared to unleashed dogs, but leashed dogs still disturb birds, and voluntary compliance with leash laws is often low especially in area such as Ormond Beach where enforcement is difficult. Reducing the frequency of activities known to negatively affect snowy plovers, such as unleashed pets, can substantially reduce nest disturbance. A letter documenting some of these dog related issues from Ormond Beach caretaker Walter Fuller may be found as Attachment F.

The proposed ordinance is consistent with past City Council action. The City Council previously considered the 2009 California Coastal Conservancy’s Ormond Beach Wetlands Restoration Feasibility Study and adopted a goal of environmentally sound Ormond Beach wetlands with appropriate public access and an implementing policy within the 2030 General Plan. The 2030 General Plan also includes a goal (ER-4) to protect, restore, and enhance sensitive habitat areas and implementing policies relevant to the goal. The ordinance is offered to protect the unique and sensitive plants, wildlife and habitat of Ormond Beach and promote the successful restoration of the Ormond Beach area while maintaining public access.

The proposed ordinance was presented to the City’s Parks, Recreation and Community Services Commission (“PRCS”) on April 27, 2016. The PRCS unanimously passed a recommendation of support for the proposed ordinance. Members of the public in attendance also spoke in support of the ordinance. The PRCS passed two related recommendations for City Council: That the Council support an off-leash dog park somewhere in Ventura County and that Council support the development of a comprehensive enforcement plan for Ormond Beach. While these recommendations are not part of this agenda item, the City and other stakeholders at Ormond have been involved in active discussions of enforcement issues and will present an update to the Council in the near future.

FINANCIAL IMPACT

Additional funding is not expected to be needed for enforcement. Estimated costs for new signage at Ormond Beach access points is approximately \$120 per sign with the financial impact dependent upon number of new signs installed. The funding source for signage will be dependent upon ultimate sign placements.

ATTACHMENTS:

Attachment A - Ordinance

Attachment B - Letter of Support from the Ventura Audubon Society

Attachment C - Letter of Support from the State Coastal Conservancy

Attachment D - Letter of Support from the Nature Conservancy

Attachment E - Letter of Support from U.S. Fish & Wildlife

Attachment F - Letter of Support from Caretaker Walter Fuller

Attachment G - Letter of Support from the Environmental Defense Center

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. _____

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, ADDING ARTICLE
XVIII TO CHAPTER 7 OF THE CITY CODE PERTAINING TO REGULATIONS
AT ORMOND BEACH

.....

WHEREAS, the City of Oxnard recognizes the importance of Ormond Beach as a unique and sensitive habitat, supporting numerous plant and wildlife species and enjoyed by the public; and

WHEREAS, the California State Coastal Conservancy has long recognized Ormond Beach as an area of biological significance and high habitat restoration potential and has secured 266-acres in the area for purposes of habitat restoration; and

WHEREAS, The Nature Conservancy has acquired 277-acres in the area to conserve and restore habitat and facilitate public access; and

WHEREAS, Ormond Beach contains a diverse set of habitats including sandy beaches, coastal lagoons and estuaries, foredune and backdune areas, brackish and seasonal freshwater marshes, freshwater drainages, grasslands and transitional uplands; and

WHEREAS, Ormond Beach is considered by wetland experts to be the most important wetland restoration opportunity in southern California as it is one of the few areas with an intact dune to transition zone to marsh system; and

WHEREAS, Ormond Beach hosts over 200 migratory bird species and more shorebird species are known to use Ormond Beach than any other site in Ventura County; and

WHEREAS, Ormond Beach encompasses a federally designated critical habitat for the western snowy plover, a federally listed threatened species; and

WHEREAS, Ormond Beach is also home to multiple other special status wildlife and plant species including the California least tern, Belding's savannah sparrow, light-footed clapper rail, tidewater goby and salt marsh bird's beak; and

WHEREAS, Ormond Beach is a designated Audubon Important Bird Area or "IBA" which is indicative of its global importance to wildlife conservation efforts as a unique and essential bird habitat; and

WHEREAS, the City Council considered the 2009 California Coastal Conservancy's Ormond Beach Wetlands Restoration Feasibility Study and adopted GOAL CD-22 (Environmentally sound Ormond Beach wetlands with appropriate public access) and

Ordinance No. ____

Page 2 of 6

implementing Policy CD-22.2 (Develop an Ormond Beach Visitor Access) within the 2030 General Plan; and

WHEREAS, the 2030 General Plan includes GOAL ER-4 (Protected, restored, and enhanced sensitive habitat areas) and six implementing policies that are relevant to the proposed ordinance; and

WHEREAS, the Oxnard Local Coastal Program (LCP) is a certified LCP that requires and enables the City of Oxnard to enforce the Coastal Act, LCP, Land Use Plan (LUP), and Chapter 17, Coastal Zoning, of the City Code in the designated Coastal Zone that includes a significant portion of the Ormond Beach area; and

WHEREAS, the Coastal Act Section 30240(a) states, “Environmentally sensitive habitat areas shall be protected against any significant disruption of habitat values, and only uses dependent on such resources shall be allowed within such areas”; and

WHEREAS, the Oxnard Coastal LUP identifies the Ormond Beach wetlands as an environmentally sensitive habitat area (ESHA) with nesting and feeding areas for a variety of birds and mammals, and that Ormond Beach has low dunes that provide nesting sites for a number of species; and

WHEREAS, LUP Policy 6 notes that a resource protection ordinance was created for the LUP-designated Resource Protection areas providing that “Scientific, educational and light recreational uses shall be conditionally permitted uses in all sensitive habitat areas...Permitted uses shall not be allowed to significantly disrupt habitat values;” and

WHEREAS, most of the area within the Ormond Beach coastal zone is designated Resource Protection, the remaining areas are intended to be reclassified in the current update of the LCP, consistent with policies and designations enacted in the 2030 General Plan; and

WHEREAS, City Code Section 17-23(B), Conditional Uses, in the Resource Protection (RP) Sub-Zone allows “(2) Formal ongoing light recreation activities” and that development within the RP Sub-Zone shall be consistent with LUP Policy 6 and Section 30240 of the Coastal Act; and

WHEREAS, the City interprets the LUP and Section 17-23(B) as to allow informal passive recreation, such as walking on the beach within the RP-designated Coastal Zone areas, so long as the activity is consistent with LUP Policy 6 and Section 30240(a) of the Coastal Act; and

WHEREAS, a significant number of people visit Ormond Beach throughout the year and some activities of beach visitors may cause unintentional negative affects to the unique and special wildlife, plants and habitat at Ormond Beach; and

WHEREAS, the Unites States Fish and Wildlife Service “USFWS” has found, for example, that the disturbance of nesting or brooding snowy plovers or “flushing” by humans and domestic

Ordinance No. ____

Page 3 of 6

animals is a major factor affecting nesting success and is one of the factors affecting the continued existence of the species; and

WHEREAS, numerous studies document how disturbance of nesting snowy plovers affects nesting success, including:

- Lafferty 2001. Birds at a Southern California beach: seasonality, habitat use and disturbance by human activity. BIODIVERSITY AND CONSERVATION 10: 1949-1962, 2001.
- Lafferty 2001. Disturbance to wintering western snowy plovers. BIOLOGICAL CONSERVATION 101 (2001) 315-325.
- Studies discussed in U.S. Fish and Wildlife Service 12 Month Finding on Petition to Delist Pacific Coast Population of Western Snowy Plover (71 Fed. Reg. 20607, April 21, 2006); and

WHEREAS, repeated flushing of incubating snowy plovers may result in reductions to nesting success and in reduced survivorship during winter; and

WHEREAS, campfires and camping near nests may also result in long-term disturbance and ultimately nest abandonment; and

WHEREAS, nests may also be lost directly to human activities such as stepping on nests and the use of motorized vehicles; and

WHEREAS, persons with dogs elicit stronger chances of nest flushing and dogs may deliberately chase plovers and trample nests; and

WHEREAS, a higher proportion of dogs than humans disturb snowy plovers, both leashed and unleashed; and

WHEREAS, every annual report detailing snowy plover nesting prepared by Ventura Audubon Society since 2003 has identified off-leash dogs as a problem at Ormond Beach; and

WHEREAS, more than 1,700 dogs visited Ormond Beach in 2015 and, despite laws and regulations to the contrary, many are allowed to run off leash; and

WHEREAS, despite signs and notifications of the leash law at Ormond Beach and public outreach and occasional citations, dog owners persist in disregarding the leash law and loose dogs have resulted in both nest and chick loss; and

WHEREAS, reducing the frequency of activities known to negatively affect snowy plovers, such as unleashed pets, can substantially reduce nest disturbance; and

WHEREAS, USFWS has documented other activities that can negatively impact snowy plovers, including pet interactions, motorized vehicles, horseback riding and falcon flying; and

Ordinance No. ____

Page 4 of 6

WHEREAS, USFWS has also found that aerial activities such as kite flying, hang gliding and model airplanes can negatively impact snowy plovers; and

WHEREAS, Ormond Beach is located within the jurisdiction limits of the City of Oxnard; and

WHEREAS, the City of Oxnard wishes to enact nuisance regulations pursuant to Article XI, Section 7 of the California Constitution to protect the unique and sensitive plants, wildlife and habitat of Ormond Beach and promote the successful restoration of the Ormond Beach area while maintaining public access; and

WHEREAS, the City finds that enacting a nuisance regulation within Chapter 7 of the City Code is consistent with the Coastal Act and LUP and does not inhibit or significantly impact existing informal passive recreation, public access and use within the Coastal Zone.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

Part 1. Article XVIII is hereby added to Chapter 7 of the Oxnard City Code to read as follows:

“ARTICLE XVIII. ORMOND BEACH REGULATIONS

SEC. 7-300. PURPOSE AND SCOPE.

The purposes of this article are to protect and preserve the unique natural wildlife and other attributes of Ormond Beach for the public enjoyment of current and future generations.

SEC. 7-301. PROHIBITED ACTIVITIES.

The following activities are prohibited at Ormond Beach:

(A) To bring, walk (whether leashed or unleashed), ride or release any domesticated animal including but not limited to cats, dogs, horses and pigs. This limitation shall not apply to a leashed dog being used as a service animal under the Americans with Disabilities Act.

(B) To bring or release any non-domesticated or exotic animal. This prohibition shall not apply to the legally permitted release of rehabilitated wildlife, subject to the permission of the property owners.

(C) To go within or interfere with any protected habitat area as designated by fencing, signage, or other method.

(D) To alter or remove any sand dune, plants or vegetation unless the activity is carried out pursuant to a validly issued permit and applicable legal requirements.

Ordinance No. ____

Page 5 of 6

(E) To camp as defined below:

(1) “Camp” means one or more of the following activities: pitching or occupying camp facilities; or the use of camp paraphernalia. These activities constitute camping when it reasonably appears, in considering all the circumstances, that the individual, in conducting these activities, is in fact using the area as a living accommodation, regardless of the intent of the individual or the nature of any other activities in which they may be engaging.

(2) “Camp facilities” include, but are not limited to, tents, huts, temporary shelters, or other similar facilities.

(3) “Camp paraphernalia” includes, but is not limited to, tarpaulins, cots, beds, mattresses, sleeping bags, hammocks, cookware, cooking equipment, kitchen utensils, or other similar equipment.

(F) To make or kindle a fire for any purpose.

(G) To operate any motorized vehicle. This prohibition shall include and apply to remotely operated vehicles such as airplanes, helicopters, cars and drones. This prohibition shall not apply to public safety vehicles (including Coast Guard vehicles), military aerial vehicles, or vehicles used as part of a permitted program or operation to protect natural resources.

(H) To launch or fly a kite, kite board, or glider.

SEC. 7-302. VIOLATIONS.

(A) A violation of this article is designated an infraction and may be enforced according to the provisions of section 1.10 of the city code.

(B) A violation of any section of this article and any use or condition caused, or permitted to exist, in violation of any provision of this article shall be, and hereby is declared to be, a public nuisance.

SEC. 7-303. OTHER APPLICABLE LAWS.

This article shall not be interpreted or construed to permit any activities otherwise restricted by other applicable state or federal laws or regulations.”

Part 2. For purposes of this article “Ormond Beach” is defined as the area designated in Exhibit A attached hereto. Ormond Beach is located within the jurisdictional boundaries of the City of Oxnard.

Part 3. If any section, subsection, sentence, clause, phrase, part or portion of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have adopted this Ordinance and each section, subsection, sentence,

Ordinance No. ____

Page 6 of 6

clause, phrase, part or portion thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses, phrases, parts or portions be declared invalid or unconstitutional.

Part 4. The City Council determines and finds that this ordinance is exempt from the California Environmental Quality Act under section 15061(b)(3) because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Part 5. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the ordinance.

Part 6. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen calendar (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. ____ was first read on _____, 2016, and finally adopted on _____, 2016, to become effective thirty days thereafter.

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

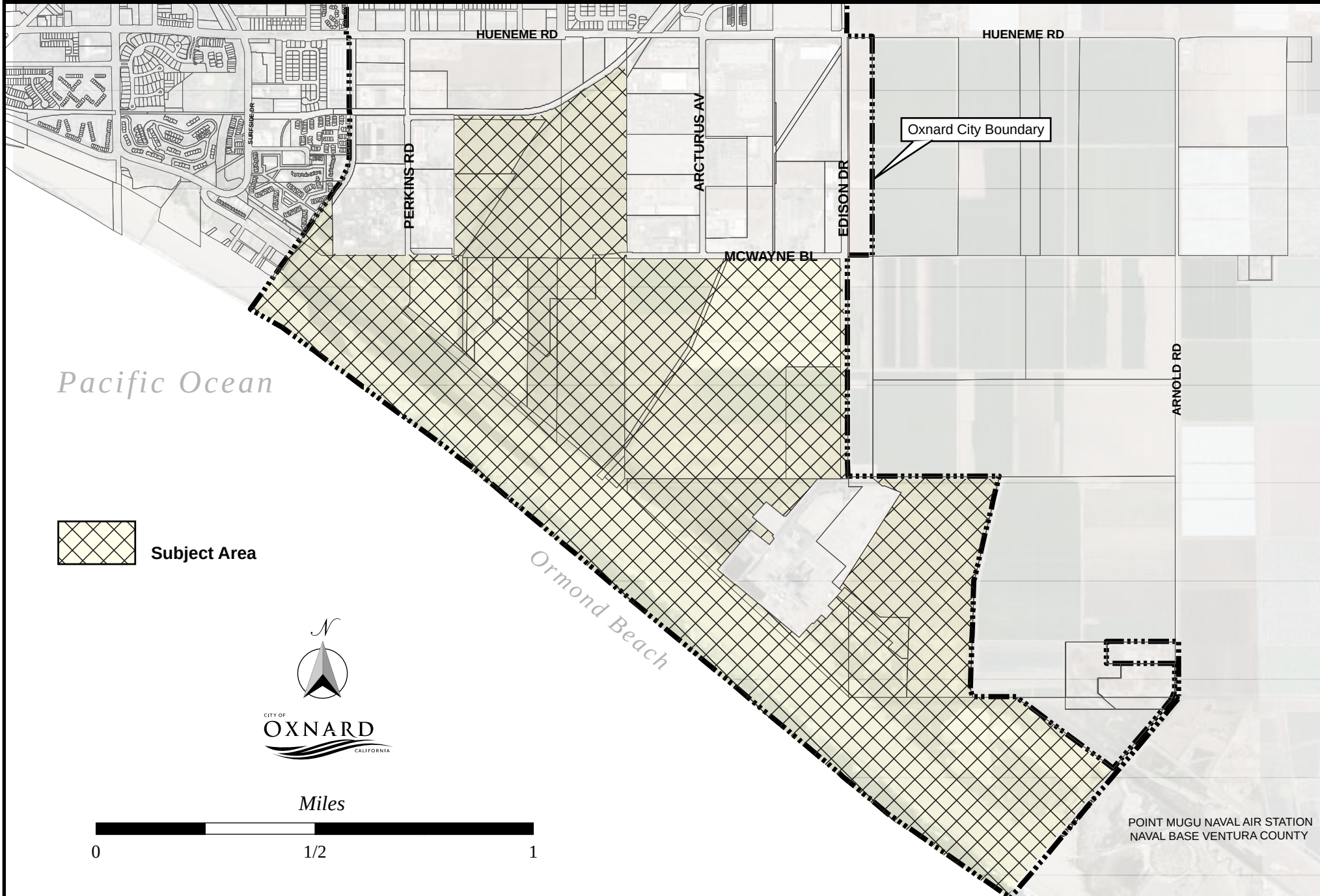
ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

EXHIBIT A



Ventura Audubon Society



January 25, 2016

Mr. Greg Nyhoff, City Manager
City of Oxnard
300 West 3rd Street, 4th Floor
Oxnard, CA 93030

Greg.Nyhoff@ci.oxnard.ca.us

Mr. Nyhoff:

Re: Protecting Wildlife and Habitat at Ormond Beach

The Ventura Audubon Society supports development of an ordinance or other regulatory mechanism to better protect the birds and other sensitive wildlife and their habitat at Ormond Beach. Audubon began more than 100 years ago in response to the slaughter of millions of water birds. Today, our mission includes the conservation and restoration of bird populations and wildlife habitat for the benefit of humanity and earth's biodiversity. Ormond Beach is one of our top priorities and our experience shows that additional protections are necessary.

One of Audubon's key strategies is the identification and protection of special places that contain habitat critical to the conservation of bird life. These areas are designated Important Bird Areas (IBAs) and they are determined by scientists using internationally agreed rigorous criteria. Ormond Beach, a remnant saltmarsh, is directly linked to the Mugu wetlands, all of which comprise an IBA of global importance. The designation of global importance, as opposed to continental or state, is the highest level priority for an IBA. This means that Ormond Beach is critically important to bird populations worldwide. It is a key component of the Pacific Flyway and home to several species of endangered birds that nest there. It is the only publicly accessible beach in southern California north of Orange County with this designation, other than McGrath State Beach which is part of another global IBA on the Santa Clara River. Ormond Beach is indeed a very special place and its protection is important.

Because Ormond Beach is located on the boundary of Point Mugu Naval Base, which is completely restricted from public access, and the city of Oxnard, it is one of the few locations in southern California where the public can visit the beach to experience this rare and threatened habitat. However because of this and the sensitivity of the habitat, it is also a location impacted by recreational beach use. Many human activities mimic that of natural predators in the perception of birds. These include flying objects (i.e. kites, drones, ultralights, etc.), pet dogs, remote controlled cars and large animals (i.e. humans, horses). If these perceived threats get too close, the parents will leave the nest in an attempt to distract the threat. Without the parents,

P.O. Box 24198 Ventura, California 93002

eggs and/or chicks are exposed to the elements and natural predators. Moreover, frequent disturbance causes the parents to abandon the nest.

For over 20 years Ventura Audubon has monitored the endangered California least tern and threatened western snowy plover and worked to protect these and other shorebird species throughout Ventura County. Annual nesting season reports date back 13 years and detail nesting outcomes and threats to nesting success. One of the greatest threats that has been documented to nesting plovers and terns on Ormond Beach is human induced disturbance. Many of these activities also cause direct mortality to plover chicks because they must feed at the tide line, which is outside of protective habitat fences. Nests are sometimes established outside of the fences and have also been destroyed due to these human activities. In particular, in each annual report since the first one in 2003, it has been noted that off leash dogs are a problem at Ormond Beach. More than 1,700 dogs visited Ormond in 2015 and, despite laws and regulations to the contrary, many are allowed to run off leash. This has been one of the most persistent problems. Despite signs posting notification of the leash law, occasional citations, and public outreach, dog owners persist in disregarding this law. Loose dogs have resulted in both nest and chick loss.

Beyond nest monitoring, Ventura Audubon conducts a recovery program that protects nesting habitat with fences and outreach in the form of a docent program. Walter Fuller is the full-time "Steward of Ormond Beach". He serves without compensation, living in a trailer provided by the City of Oxnard but, his authority and capacity are limited. Ventura Audubon attempts to augment his efforts during the nesting season with other volunteer docents but, it is not possible to provide all the docent hours needed.

Human caused disturbance in such special habitat is within our ability to control. More substantial protection of the Ormond Beach Global IBA would not only benefit the wildlife that depend on this habitat for survival, but would demonstrate the City of Oxnard's commitment to the protection and preservation of Ormond Beach now and for the future.

Sincerely,



Bruce E. Schoppe
President

Cc: Jefferson.Billingsley@ci.oxnard.ca.us



January 19, 2016

Greg Nyhoff
City Manager
300 West 3rd Street, 4th Floor
Oxnard, California 93030

Re: Support for Oxnard's efforts to protect Ormond Beach

Mr. Nyhoff:

The State Coastal Conservancy supports development of an ordinance or other regulatory mechanism to protect the sensitive wildlife and habitat at Ormond Beach. As you know, the Coastal Conservancy has been working for decades to ensure the acquisition, protection, and restoration of the Ormond Beach area.

Historically, Ormond Beach contained a diverse set of habitats including sandy beaches, coastal lagoons and estuaries, fore- and back dune areas, brackish and seasonal freshwater marshes, freshwater drainages, grasslands and transitional uplands. Development of the land around Ormond Beach has resulted in loss and degradation of the Ormond Beach area from historic ecological conditions. However, Ormond Beach is considered by wetland experts to be the most important wetland restoration opportunity in southern California. Although the wetlands have been drained, filled and degraded over the past century, this is one of the few areas in southern California with an intact dune-transition zone-marsh system. The Ormond Beach area hosts over 200 migratory bird species and more shorebird species are known to use Ormond Beach than any other site in Ventura County.

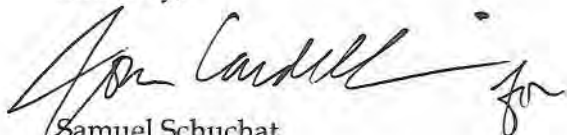
The Conservancy currently manages the State of California's property near Arnold Road in cooperation with the U.S. Fish and Wildlife Service, The Nature Conservancy, California Department of Fish and Wildlife, the City of Oxnard and the County of Ventura in an effort to protect sensitive areas located on its property and adjacent areas. However, we are aware that increased public use of the area has sometimes been inconsistent with the sensitive nature of this area. Clarifying permitted uses within the Ormond Beach area can provide greater protection to the area and clarity to the general public as to uses that are consistent with resources located there.

1330 Broadway, 13th Floor
Oakland, California 94612-2512
510-286-1015 Fax: 510-286-0470

Greg Nyhoff
January 19, 2016
Page 2

The Coastal Conservancy has long recognized Ormond Beach as an area of great biological significance and high habitat restoration potential and is pursuing restoration of as much habitat as possible within the Ormond Beach area. We welcome efforts by the City to strengthen protection of this crown jewel of Oxnard, Ventura County, and southern California. I have asked my staff to provide assistance in the development of mechanisms to protect this important area. Please contact Christopher Kroll if we can assist the City in this effort.

Sincerely,

A handwritten signature in black ink, appearing to read "Sam Schuchat", followed by a small flourish.

Samuel Schuchat
Executive Officer

April 22, 2016

Greg Nyhoff, City Manager
City of Oxnard
300 West 3rd Street, 4th Floor
Oxnard, CA 93030

Re: Support for Proposed City of Oxnard Ordinance Pertaining to Regulations at Ormond Beach

Dear Mr. Nyhoff,

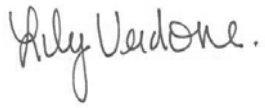
The Nature Conservancy (TNC) supports the purposed City of Oxnard Ordinance as a mechanism to protect the sensitive wildlife and habitat at Ormond Beach. TNC has been working since 1999 to protect and restore the Ormond Beach area, and in collaboration with the State Coastal Conservancy and the City of Oxnard, have protected over 627 acres to-date.

Greater than anywhere else in coastal California, southern California's coastal wetlands have suffered losses to development. However, the Ormond Beach region is one of the few areas in southern California with an intact dune-transition zone-marsh system and surrounding upland habitat, allowing restoration of an intact wetland ecosystem and providing a buffer against sea level rise and the impacts of global climate change. The area hosts over 200 migratory bird species; more shorebird species are known to use Ormond Beach than any other site in Ventura County. Ormond Beach is located along the Pacific Flyway and is an e-Bird International Hot Spot. The state- and federally-listed endangered California least tern and the state-listed threatened western snowy plover, both nest and raise their young at Ormond Beach. State- and federally-listed endangered light-footed clapper rail and the state-listed endangered Belding's savannah sparrow also occur at Ormond Beach. The state- and federally-listed endangered salt-marsh bird's beak is found in the Ormond Beach.

TNC currently owns and manages a 277-acre Ormond Beach property bordered by McWane Boulevard and Edison Drive to the west, Perkins Road to the east, and Hueneme Road to the north. For the last five years, TNC has contracted with a private security company to patrol this property to reduce illegal access, camping, dog and other domestic animal walking, and interference with protected habitat areas that are designated by fencing and signs. In addition to the private security patrols, TNC employs a stewardship manager who actively patrols the property in collaboration with the U.S. Fish and Wildlife Service, CA Department of Fish and Wildlife, City of Oxnard (Oxnard Police Department), and County of Ventura (Ventura County Sheriff). However, even with the current resources invested in managing the property, TNC is aware of increased public use of Ormond Beach that is sometimes inconsistent with the sensitive nature of this area.

TNC believes the purposed Ordinance will help ensure the biological and recreational quality of Ormond Beach and supports its approval. Please feel free to contact me at lverdone@tnc.org or 805-258-7202 if you have further questions.

Sincerely,

A handwritten signature in dark ink that reads "Lily Verdone." The signature is written in a cursive, flowing style.

Lily Verdone
Coastal Project Director
The Nature Conservancy



United States Department of the Interior

FISH AND WILDLIFE SERVICE
Ventura Fish and Wildlife Office
2493 Portola Road, Suite B
Ventura, California 93003



IN REPLY REFER TO:
08EVEN00-2016-CPA-0099

April 27, 2016

Greg Nyoff
City Manager
City of Oxnard
300 West Third Street
Oxnard, California 93030

Subject: Letter of Support for the Ordinance Adding Article XVIII to Chapter 7 of the City Code
Pertaining to Regulations at Ormond Beach, Ventura County, California

Dear Mr. Nyoff:

We wish to express our support for the proposed ordinance that would add additional text to Oxnard City Code pertaining to regulations at Ormond Beach in Ventura County. The additional Article (XXVIII) being proposed calls for, among other things, additional restrictions of dog use at Ormond Beach.

Ormond Beach is part of the largest and most important expanse of wetland and beach habitats in Ventura County. Concerned local citizens and organizations together with Federal, state, and local governments have spent over 20 years working to protect endangered shorebirds and their habitats from human related disturbance.

Both the federally threatened western snowy plover (*Charadrius nivosus nivosus*) and the endangered California least tern (*Sterna antillarum browni*) nest at Ormond Beach, which has been identified as a priority area for conservation and as a key location for the implementation of a suite of recovery actions that support the conservation of these two listed bird species.

We have worked closely with a number of other stakeholders over the last 10 years to establish conservation actions that will facilitate and improve recovery of the western snowy plover and California least tern on Ormond Beach, but uncontrolled dogs continue to be a problem and threaten the birds nesting there. The proposed restriction on dog use at Ormond Beach will certainly improve the likelihood that these rare birds will continue to exist.

If you have any questions regarding our support of this proposed change, please contact Bill Standley of my staff at (805) 644-1766, extension 315, or by email at bill_standley@fws.gov.

Sincerely,

Stephen P. Henry
Field Supervisor

cc:
Ventura Audubon Society

ORMOND BEACH BIRD REPORT

N.1.f



DATE: 4/21/16

TOPIC: Off leash dogs

We are having problems with dogs out here at Ormond.

In 2015 a owner with a Roc got bit by another dog (pit) which was on a leash but the owner of the pit did not have leash in hand.

Also last year the owner of a bird dog let his daughters dog loose to run, that dog kept going wasn't seen again till someone on the Seabee base reported it.

Its not the dog I blame, its the owners.

On 4/16/16

At ~~4~~ 1630, I had a Huskie and the owner get out of a car. The Huskie was off leash ~~in~~ in the parking lot.

I also had a lady that had a pet rooster that was tied down by the toilets.

The off leashed Huskie went over where the rooster was and killed it.

The owner of the dog had no care about what his dog did, matter of fact it was report to me that his dog was off leash on the beach.

When the owner came back from the beach I stopped him and told him that there is a leash law for the city of Oxnard.

He asked me about water edge I told him the leash law cover water edge.

I get a large number of peopt turn dogs loose once they get to the sand or the edge of the water.

They ~~know~~ (the owner of the dog) thinks the birds like being chased, they do not.

The birds are feeding so they can

ORMOND BEACH BIRD REPORT

N.1.f

DATE:

TOPIC:



continue to live.

Also Marine Mammal Rescue was here doing a sealion rescue, off leashed dogs prevented them from that rescue.

City of Oxnard put signs up about the Dog leash, alot of people don't look at the signs.

I think most people think its alright to run dogs loose on the beach.

Also lots of dog owners come from out of Oxnard.

This is the birds home, it belongs to the birds and wildlife.

If we don't get that Dog ban, we need enforcement stepped up, and a sign that big that says - Dogs on leash at all times at Ormond Beach. Saturdays & Sunday's are big out here.

Watts *Stall*
4/21/16

Explanation Sheet

4/16/16

At Approx 1:30 A young Huskie
killed the Roster that was tied to
the fence behind the toilets.

I called Oxnard P.D. and they
was looking for the owner and
Huskie on the beach.

~~It looks like~~

It looks like he was inside the
incloser area throwing ~~see~~ rocks,
When the Huskie and owner
came back, I gave him a warning
notice that Animal control gave me.

A report will be sent to
the animal control.

Signature

Walter S. J. H.

Date

4/16/16

1950



April 27, 2016

City of Oxnard
Parks, Recreation and Community Services Commission
300 West Third Street
Oxnard, CA 93030

Sent via email to greg.nyhoff@ci.oxnard.ca.us

RE: April 27, 2016 Regular Meeting: Proposed Ormond Beach Regulations: SUPPORT

Dear Commissioners:

On behalf of Environmental Coalition, Sierra Club, Los Padres Chapter, and Environmental Defense Center, I write to strongly support the proposed addition of Article XVIII to Chapter 7 of the Oxnard City Code, "Ormond Beach Regulations." These protective regulations are necessary to support the unique habitats of Ormond Beach, and the many plant and wildlife species that depend upon this habitat, including many species of threatened and endangered species. In order to protect this habitat and species, it is necessary to place some constraints on human and domestic animal access that is not necessary in most other areas of the coast. We believe the proposed regulations strike a reasonable balance in the regulation of access with the protection of this irreplaceable area that is so vital to our natural heritage. Thank you for your consideration of these comments, and the City's continued leadership in protecting and preserving the Ormond Beach area.

Sincerely,

Brian Segee
Senior Attorney

This Page Intentionally Left Blank



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report
AGENDA ITEM NO.: 2

DATE: May 17, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Daniel Rydberg, Public Works Director

SUBJECT: Contract A-7874 with Pacific Coast Well Drilling, Inc. for ASR Well No. 1 -
Campus Park Wellfield

CONTACT: Terry Kirsch, Public Works
Terry.Kirsch@oxnard.org, 385-8367

RECOMMENDATION:

That City Council: 1) Award Contract No. A-7874 to the lowest responsible and responsive bidder, Pacific Coast Well Drilling, Inc., in the amount of \$1,157,369 for Project Specification No. UD15-24 (Rebid) Aquifer Storage and Recovery (ASR) Water Well No. 1 – Campus Park Wellfield; and, 2) Authorize the Purchasing Agent to issue and execute the Contract upon receipt of final documents.

BACKGROUND:

The County of Ventura, on behalf of the Watersheds Coalition of Ventura County, received an \$8.4 million Proposition 84, 2014 Drought Funding Implementation Grant Agreement No. 4600010881 from the California Department of Water Resources for the implementation of integrated water management projects to help cope with the drought. The Project Number 5, Groundwater Replenishment and Reuse Project of the Grant was awarded to the City of Oxnard in the amount of \$1,109,250 and requires a match of \$475,750 plus additional cost shares of \$145,050. On July 28, 2015, the City Council approved a Subgrant Agreement No. A-7813 with Ventura County to have the County act as the grantee under the Grant and a budget appropriation was approved which included \$1,109,250 of grant funding from the State Department of Water Resources and \$620,800 of Water Operating Fund to the GREAT ASR Well Project 116505 to cover the matching funds in the amount of \$475,750 and the additional cost shares of \$145,050.

Contract A-7874 with Pacific Coast Well Drilling, Inc. for ASR Well No. 1

May 17, 2016

Page 2

The Project consists of the construction of a pilot aquifer storage and recovery (ASR) well and monitoring wells. The project will be to demonstrate effectiveness and provide required data to the State Department of Drinking Water (DDW) for approval of groundwater replenishment with recycled water from Oxnard's Advanced Water Purification Facility (AWPF). The near term of the project will result in indirect potable reuse of approximately 1,500 acre-feet per year; in the long-term, the project will result in reuse of approximately 7,000 acre feet per year. These factors will allow the City to store water in times of low demand and use the stored water in high demand peaks. This is the first of six wells for an ASR facility producing 7,000 acre feet per year.

At the Council Meeting of July 28, 2015 Council approved the subgrant agreement with the County and the budget appropriation for the Campus Park site. The project was bid and a public bid opening was held on February 3, 2016. City Procurement received two bids as follows:

Pacific Coast Well Drilling, Inc.	\$1,157,369.00
Hydro Resources – West, Inc.	\$1,584,459.00

Public Works Department staff has agreed with the award of this contract following receipt of staff review of all documentation received including checks of required license, and registration with the State Department of Industrial Relations (DIR) per SB854, Occupational Safety & Health Administration (OSHA) web site, records for debarment, and any labor compliance issues. The bid received from Pacific Coast Well Drilling, Inc. has been found to be the lowest, responsible and responsive bid.

Engineer's Estimate of Total Project Cost:

Contract	\$1,157,369
Contingencies	\$ 115,737
Services from other programs	\$ 57,868
Outside Services	<u>\$ 173,605</u>
	\$1,504,579

Cost other than the contract price includes contingencies, services from other programs (city staff time for contract administration, construction management, survey needs, and inspection) and outside construction services (soil testing, materials testing, and permits).

FINANCIAL IMPACT:

Funding for work under this contract will come from Project 116505 GREAT ASR Wells.

Contract A-7874 with Pacific Coast Well Drilling, Inc. for ASR Well No. 1

May 17, 2016

Page 3

ATTACHMENTS:

Attachment A - Tabulation of Bids

Attachment B - Registration No. CA DIR - Debarments

Attachment C - Bid Packet

Attachment D - OSHA Report

Attachment E - Subcontractors

Attachment F - References

Attachment G - Certificate of Publication - Public Notice

Attachment H - Staff Report - Council Approval to Bid

JD15-24R-(REBID) ASR Water Well No. 1 - Campus Park Wellfield

Owner: City of Oxnard

Bid Opening: 02/03/16

* marks an allowance

Pacific Coast Well Drilling, Inc.

Hydro Resources - West, Inc.

175 Main Street
Templeton, CA 93265

800 E. Ash Ave.
Shafter, CA 93265

US

US

Bidder Status: Valid

Bidder Status: Valid

Comments: #1 - Low Bidder

ASR WELL NO. 1

Item #	Item Code	Item Description	Quantity	Unit of Measure	Unit Price	Item Total	Unit Price	Item Total
1	14	Mobilization/Demobilization- The Unit Price Bid For Mobilization and Demobilization shall not exceed 20 percent of the Total Cost Bid for each well.	1	LS	\$150,000.00	\$150,000.00	\$162,000.00	\$162,000.00
2	15	Concrete Casing	1	LS	\$55,000.00	\$55,000.00	\$10,000.00	\$10,000.00
3	16	Riot Hole	580	LF	\$78.00	\$45,240.00	\$180.00	\$104,400.00
4	17	Geophysical Logging	1	LS	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00
5	18	Reaming Pilot Bore	570	LF	\$62.00	\$35,340.00	\$180.00	\$102,600.00
6	19	Caliper Log	1	LS	\$7,269.00	\$7,269.00	\$5,000.00	\$5,000.00
7	20	20-inch Stainless Steel Blank Casing (0.575-inch wall)	360	LF	\$510.00	\$183,600.00	\$500.00	\$180,000.00
8	20	10-inch to 18-inch Stainless Steel Casing Reinforced	1	LS	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00
9	20	18-inch Stainless Steel Blank Casing (0.575-inch wall)	135	LF	\$448.00	\$60,480.00	\$400.00	\$54,000.00
10	20	12-inch Stainless Steel Well Screen (0.075-inch slot)	75	LF	\$255.00	\$19,200.00	\$850.00	\$63,750.00
11	20	4-inch Stainless Steel Sounding Pipe and Gravel Feet Tube	1280	LF	\$40.00	\$51,200.00	\$40.00	\$51,200.00
12	20	Stainless Steel Entrance Chime 4" x 6"	1	LS	\$14,260.00	\$14,260.00	\$9,000.00	\$9,000.00
13	20	Centralizers (12 Sets)	7	EA	\$143.00	\$1,001.00	\$500.00	\$3,500.00
14	21	Gravel Pack Envelope	110	LF	\$278.00	\$30,580.00	\$100.00	\$11,000.00
15	22	Gravel Pack Envelope	460	LF	\$71.00	\$32,660.00	\$85.00	\$39,100.00
16	23	Gravel Pack Envelope	1	LS	\$2,370.00	\$2,370.00	\$4,200.00	\$4,200.00
17	24	Swab and Bail Development	10	HR	\$840.00	\$8,400.00	\$1,500.00	\$15,000.00
18	24	Swab and Bail Development	3.75	HR	\$2,600.00	\$9,750.00	\$600.00	\$2,250.00
19	25	Test Pump Installation and Removal	1	LS	\$40,000.00	\$40,000.00	\$15,000.00	\$15,000.00
20	26	Hydraulic Well Development	32	HR	\$340.00	\$10,880.00	\$450.00	\$14,400.00
21	27	Production Testing of Well	32	HR	\$1,000.00	\$32,000.00	\$312.00	\$9,984.00
22	28	Production Testing of Well	1	LS	\$1,200.00	\$1,200.00	\$2,500.00	\$2,500.00
23	29	Water Survey	1	LS	\$8,000.00	\$8,000.00	\$5,000.00	\$5,000.00
24	30	Wellhead Preparation	1	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
25	31	Mud and Cuttings Disposal and Site Clean-up	1	LS	\$1,500.00	\$1,500.00	\$40,000.00	\$40,000.00
GRAND TOTAL - ASR WELL NO. 1						\$772,910.00		\$934,884.00

NESTED MONITORING WELL									
Pacific Coast Well Drilling, Inc									
Hydro Resources - West, Inc.									
Item #	Item Code	Item Description	Quantity	Unit of Measure	Unit Price	Item Total	Unit Price	Item Total	
1	14	Mobilization/Demobilization- The Unit Price Bid For Mobilization and Demobilization shall not exceed 20 percent of the Total Cost Bid for each well.	1	LS	\$39,000.00	\$39,000.00	\$48,000.00	\$48,000.00	
2	15	Conductor Casing	1	LS	\$14,000.00	\$14,000.00	\$10,000.00	\$10,000.00	
3	16	Pilot Hole	720	LF	\$54.00	\$38,880.00	\$50.00	\$36,000.00	
4	17	Geophysical Logging	1	LS	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00	
5	18	10-inch Reaming Pilot Bore	115	LF	\$99.00	\$11,385.00	\$100.00	\$11,500.00	
6	18	12-inch Reaming Pilot Bore	450	LF	\$32.00	\$14,400.00	\$60.00	\$27,000.00	
7	19	Caliper survey	1	LS	\$2,600.00	\$2,600.00	\$6,000.00	\$6,000.00	
8	20	2-inch Schedule 5 Stainless Steel Blank Casing	1455	LF	\$15.00	\$21,825.00	\$40.00	\$58,200.00	
9	20	2-inch Schedule 5 Stainless Steel Well Screen	245	LF	\$51.00	\$12,495.00	\$50.00	\$12,250.00	
10	20	Centralizers (12 Sets)	12	EA	\$143.00	\$1,716.00	\$200.00	\$2,400.00	
11A	21	8-inch Gravel Pack Envelope	85	LF	\$47.00	\$3,995.00	\$100.00	\$8,500.00	
11B	21	10-inch Gravel Pack Envelope	110	LF	\$47.00	\$5,170.00	\$100.00	\$11,000.00	
11C	21	12-inch Gravel Pack Envelope	110	LF	\$51.00	\$5,610.00	\$100.00	\$11,000.00	
12A	22	8-inch Zone Isolation Seal	40	LF	\$31.00	\$1,240.00	\$50.00	\$2,000.00	
12B	22	10-inch Zone Isolation Seal	40	LF	\$31.00	\$1,240.00	\$50.00	\$2,000.00	
12C	22	12-inch Zone Isolation Seal/Sanitary Seal	355	LF	\$31.00	\$11,005.00	\$50.00	\$17,750.00	
13	24	Swab and Bull Development	15	HR	\$2,400.00	\$36,000.00	\$650.00	\$9,750.00	
14	24	Air-Jet Development	3	HR	\$650.00	\$1,950.00	\$600.00	\$1,800.00	
15	26	Sample Pump Development	3	LS	\$2,000.00	\$6,000.00	\$2,000.00	\$6,000.00	
16	30	Wellhead Protection	1	LS	\$2,000.00	\$2,000.00	\$6,000.00	\$6,000.00	
17	31	Mud and Cuttings Disposal	1	LS	\$2,500.00	\$2,500.00	\$20,000.00	\$20,000.00	
GRAND TOTAL - NESTED MONITORING WELL						\$282,741.00		\$341,875.00	

SINGLE COMPLETION MONITORING WELL												
Item #	Item Code	Item Description	Quantity	Unit of Measure	Unit Price	Item Total	#1	Unit Price	Item Total	#2	Unit Price	Item Total
1	14	Mobilization/Demobilization- The Unit Price Bid For Mobilization and Demobilization shall not exceed 20 percent of the Total Cost Bid for each well.	1	LS	\$17,000.00	\$17,000.00						
2	15	Conductor Casing	1	LS	\$12,000.00	\$12,000.00						
3	16	Pilot Hole	575	LF	\$48.00	\$27,600.00						
4	17	Geophysical Logging	1	LS	\$4,200.00	\$4,200.00						
5	19	Caliper survey	1	LS	\$2,600.00	\$2,600.00						
6	20	2-inch Schedule 5 Stainless Steel Blank Casing	495	LF	\$14.00	\$6,930.00						
7	20	2-inch Schedule 5 Stainless Steel Well Screen	75	LF	\$46.00	\$3,450.00						
8	20	Centralizers (3 Sets)	3	EA	\$143.00	\$429.00						
9	21	8-inch Gravel Pack Envelope	105	LF	\$30.00	\$3,150.00						
10	22	8-inch Zone Isolation Seal	465	LF	\$10.00	\$4,650.00						
11	24	Swab and Bail Development	0.5	HR	\$2,400.00	\$1,200.00						
12	24	Air-jet Development	1	HR	\$650.00	\$650.00						
13	26	Single Pump Development	1	LS	\$2,200.00	\$2,200.00						
14	30	Wellhead Preparation	1	LS	\$1,800.00	\$1,800.00						
15	31	Mud and Cuttings Disposal	1	LS	\$2,500.00	\$2,500.00						
GRAND TOTAL - SINGLE COMPLETION MONITORING WELL						\$90,359.00						
GRANT TOTAL - TWO (2) SINGLE COMPLETION MONITORING WELLS						180,718.00						
GRANT TOTAL - ASR WELL NO. 1 + NESTED MONITORING WELL + SINGLE COMPLETION MONITORING WELLS						\$1,157,369.00						
BID LIST TOTAL SUBMITTED												
Total Bid Amount VERIFIED												
Listed Subs												
Pacific Coast Well Drilling, Inc												
Behrens and Assoc. Inc.												
13806 Ingwood Ave												
Hawthorne, CA 90250												
Toro Enterprises												
P.O. Box 6285												
Ventura, CA 93006												
Oxnard, CA 93031												
Pacific Surveys												
4456 Via St. Ambrose												
Ventura, CA 93005												
Claremont, CA 91711												
Rain for Rent												
1301 E. Spring St.												
Long Beach, CA 90806												
Noise Control												
P.O. Box 81774												
Bakersfield, CA 93380												
Hydro Resources - West, Inc.												
American Pavement Systems												
Toro Enterprises												
P.O. Box 6285												
Oxnard, CA 93031												
Pacific Surveys												
4456 Via St. Ambrose												
Ventura, CA 93005												
Claremont, CA 91711												
Rain for Rent												
1301 E. Spring St.												
Long Beach, CA 90806												
Noise Control												
P.O. Box 81774												
Bakersfield, CA 93380												



State of California
Department of Industrial Relations

[Press Room](#) | [Contact DIR](#) | [CA.gov](#)
[Go to Search](#)

[Home](#) | [Labor Law](#) | [Cal/OSHA: Safety & Health](#) | [Workers' Comp](#) | [Self Insurance](#) | [Apprenticeship](#) | [Director's Office](#) | [Boards](#)

Public Works


Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year:

Current Fiscal Year: 2015/16 ▼

PWC Registration Number:

example: 1234567890

Contractor Legal Name:

Pacific Coast Well Drilling

Contractor License Lookup

License Number:

example: 606309 (CSLB)

County:

Select County ▼

Search

Reset

Export as:  Excel |  PDF

Search Results
 One registered contractor found. 1

Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
View	PACIFIC COAST WELL DRILLING, INC.	1000032642	SAN LUIS OBISPO	TEMPLETON	12/08/2015	06/30/2016

v2.20160101

ABOUT DIR
 Who we are
 DIR Divisions, Boards & Commissions
 Contact DIR

WHAT WE DO
 Licensing, registrations, certifications & permits
 Notification of activities
 Public Records Act

CONTACT INFO
 Site Map
 Frequently Asked Questions
 Jobs at DIR

[Conditions of Use](#) | [Privacy Policy](#) | [Disclaimer](#) | [Disability accommodation](#) | [Site Help](#)
 Copyright © 2015 State of California

Contractor's License Detail for License # 927400

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

PACIFIC COAST WELL DRILLING INC

P O BOX 184

TEMPLETON, CA 93465

Business Phone Number:(805) 434-3121

Entity Corporation

Issue Date 01/14/2009

Expire Date **01/31/2017**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C57 - WELL DRILLING

A - GENERAL ENGINEERING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.

Bond Number: 100183338

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Bond of Qualifying Individual

The Responsible Managing Officer (RMO) DAVIS TYSON RANDAL certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required.

Effective Date: 03/09/2015

BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND

Policy Number: 1971147

Effective Date: 08/19/2014

Expire Date: 08/19/2016

Workers' Compensation History

Other



State of California

Department of Industrial Relations

Public Works | DLSE Debarments

DLSE Debarments

The following contractors are currently barred from bidding on, accepting, or performing any public works contracts, either as a contractor or subcontractor, for the period set forth below:

As part of your due diligence, we suggest that you also check:

- Contractor status at the Contractors State License Board (CSLB)
- The Federal debarment list at the Excluded Parties List System

For a list of past DLSE debarments of public works contractors, please contact:

Susan Nakagama
Special Assistant to the Labor Commissioner
455 Golden Gate Ave., 9th Flr.
San Francisco, CA 94102
415-703-4810
SNakagama@dir.ca.gov

No debarments
for
Prime or subs

Name of contractor	Period of debarment
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 Rogelio Medina Vazquez, an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC. Decision ☒	4/1/44 through 3/31/47
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 Rogelio Medina Vazquez, an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC. Decision ☒	4/1/41 through 3/31/44
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 Rogelio Medina Vazquez, an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC. Decision ☒	4/1/36 through 3/31/39
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 Rogelio Medina Vazquez, an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC. Decision ☒	4/1/33 through 3/31/37
Fast Demolition, Inc. 601-C East Palomar Street #123	4/1/33 through 3/31/37

Chula Vista, CA 91911 CSLB Number: #792729 Rogelio Medina Vazquez., an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC. Decision: ☒	
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 Rogelio Medina Vazquez., an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC. Decision: ☒	4/1/24 through 3/31/27
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 Rogelio Medina Vazquez., an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC. Decision: ☒	4/1/30 through 3/31/33
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 Rogelio Medina Vazquez., an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC. Decision: ☒	4/1/27 through 3/31/30
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 Rogelio Medina Vazquez., an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC. Decision: ☒	4/1/21 through 3/31/24
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 Rogelio Medina Vazquez., an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC. Decision: ☒	4/1/18 through 3/31/21
Amerivet Plumbing, Inc.; Walter Edward Jacob Kuhlmann III, Individually And dba Amerivet Plumbing Services CSLB Number: #969048 and #919761 Decision: ☒	8/6/15 through 8/5/18
Ultimate Inc., And, Enrique Vera, an Individual PO Box 571117 Tarzana, CA 91356-1117 CSLB Number: #949229 Decision: ☒	12/1/15 through 11/30/18
Travioli Construction, Inc. PO Box 231 Visalia, CA 93274 CSLB Number: #936832 Decision: ☒	9/11/15 through 3/10/17

Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 Rogelio Medina Vazquez., an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC. Decision ☒	4/01/15 through 3/31/18
Integrity Sheet Metal, Inc. 319 McArthur Way Upland, CA 91786 CSLB #726770 William Ben Hicks, an individual; Margaret Mary Hicks, an individual Decision ☒	2/01/15 through 1/31/18
L A Builders, Inc., a California Corporation 15635 Satcoy Street, #H Van Nuys, CA 91406 CSLB #748591 Alon Gamliel, an individual Decision ☒	2/01/15 through 1/31/18
USA Wall Systems, Inc. 8309 Sunshine Lane Riverside, CA 92508 CSLB #929610 Edward Eugene Brammer, an individual and in his capacity as President/CEO/RMO Decision ☒	4/01/15 through 3/31/18
Daughter Construction formerly dba Hy Carpentry Construction 15407 Thornlake Avenue Norwalk, CA 90650 CSLB #979297 Sharon Jin Yoo, an individual; Dae Hyun Yoo, an individual and in his capacity as manager/supervisor for Sharon Jin Yoo and in his capacity as General Partner for HY Construction, a General Partnership. Decision ☒	4/01/15 through 3/31/18
RDA Construction, Inc. 1692 W. Bullard Ave., Fresno, CA 93711 CSLB# 383306 Decision ☒	12/15/14 through 12/14/16
Titan Electrical Construction, Inc. Lucas Oliver Stickney, an individual Jamie Noel Furr, an individual 630 Natoma Street San Francisco, CA 94103 CSLB# 919516 Decision ☒	11/3/14 through 11/2/17
Ramos Painting Carlos Ray Ramos, an individual P.O. Box 3871 Paso Robles, CA 93447 CSLB# 753575 Decision ☒	11/3/14 through 11/2/15
	11/3/14 thorough 11/2/17

Dick Emard Electric. dba Emard Electric Luke Richard Emard, an individual and RMO 5930 Key Court, Suite A Loomis, CA 95650 CSLB# 794007 Decision ☒	
Nixon Electric Gordon Fulton Nixon, an individual 5624 Faust Ave. Woodland Hills, CA 91367 CSLB# 796802 Decision ☒	8/1/14 through 7/31/17
Neris General Contractors, a California Corporation Efren Neri, an individual Servando Neri, an individual Rebeca Neri, an individual Luis Abelardo Castro, an individual 6087 California Ave. Long Beach, CA 90805 CSLB# 797967 Decision ☒	2/28/14 through 2/27/17
Southland Construction Reza Mohammadi, an individual 3943 Irvine Blvd., #405, Irvine, CA 92602 CSLB# 663784 (expired) Decision ☒	10/14/14 through 10/13/17
National Drywall Corporation, A Dissolved California Corporation 603 S. Milliken Avenue, Suite F Ontario, CA 91761 CSLB #834335 Miguel Contreras, an Individual and Responsible Managing Officer/CEO/President Dora Maria Contreras, an Individual and Agent/Officer of the Corporation Decision ☒	8/4/14 through 8/3/17
Tadros & Youssef Construction, Inc. Kamel Shaker Tadros & Makram Youssef Youssef, Individually 1221 E 8th Street, Unit A, Upland, CA 91786 CSLB# 698182 (expired) Decision ☒	5/10/14 through 5/9/17
Serenity Fire Protection 417 S. Associated Road, Brea, CA 92821 CSLB# 902927 Decision ☒	6/1/14 through 4/30/17
Don Kelly Construction , Inc. Don Kelly, Individual and Lisa Kelly, Individual 171 Northview Ridge Lane, P.O. Box 10760, Bozeman, MT 59719 Decision ☒	3/25/14 through 3/24/17
Aldan, Inc. P.O. Box 9428, Brea, CA 92822 CSLB #949229 Decision ☒	2/28/14 through 2/27/17
Russell/Thompson, Inc. James Jean Russell & Valery Alena Thompson, Individually 4684 Oak Glen Dr., Redding, CA 96001 CSLB# 915036 (revoked) Decision ☒	10/31/13 through 10/31/16

Ayodejia A. Ogundare, Individual Dba Pacific Engineering Company 6310 Stewart Way, Bakersfield, CA 93308 CLSB#710322 Decision ☒	5/15/2013 through 5/15/2014
Wallcrete Industries, Inc.; Garit David Wallace and Amber Anderson, Individuals 400 Kansas, Redlands, CA 92373 CSLB#834220 Decision ☒	7/29/12 through 7/29/15
FEI Enterprises, Inc Gabriel Fedida, Individual 5749 Venice Blvd., Los Angeles, CA 90019 CSLB#659252 Decision ☒	6/14/12 through 6/13/15
Jeffrey Alan Mott and Michelle Mott, individuals Dda Integrity Landscape 3756 Independence Avenue Sanger, CA 93637 CSLB#774222 Decision ☒	3/29/12 through 3/28/15
Jensen Drywall & Stucco Jeffrey E. Jensen 3714 Lynda Place National City, CA 91950-8121 CSB # 664168 Exp. 2/18/11 (expired) Decision ☒	3/31/11 through 3/30/13
All West Construction, Inc. Donald Kent Russell 495 N. Marks Ave. Fresno, CA 93706 CSB # 592321 Exp. 4/3/12 (suspended) Decision ☒	3/31/11 through 3/30/13
Country Builders, Inc. Weldon Offill, Individually 5915 Graham Ct. Livermore, CA 94550 CSB # 699574 Exp. 11/30/12 (active) Decision ☒ Addendum ☒	3/1/11 through 2/28/14
Sutter Foam & Coating, Inc. 909 A. George Washington Yuba City, CA 95993 CSB # 732014 Exp. 1/31/09 (inactive)	7/1/10 through 6/30/13
David Alvin Trexler, an individual 909 A. George Washington Yuba City, CA 95993	7/1/10 through 6/30/13
Kenneth A. Trexler, an individual 2603 Lago Lane Marysville, CA 95901 Decision ☒	7/1/10 through 6/30/13
Soo Dong Kim, an individual, dba Soo Kim Electric Company 16224 Ridgeview Lane La Mirada, CA 90638 CSB # 568103 Exp. 8/1/09 (inactive)	4/19/10 through 4/18/13
Hyo Nam Jung, an individual, dba Lucid Electric 18621 Well Street Rowland Heights, CA 91748 CSB # 914692 Exp. 4/3/10 Decision ☒	4/19/10 through 4/18/13
Southwest Grading, dba Southwest Grading Services, Inc., 22031 Waite Street Wildomar, CA 92595	3/18/10 through 3/17/13
David Walter Cholewinski, an individual 22031 Waite Street Wildomar, A 92595 29970 Technology Drive, Ste. 205 Murrieta, CA 92563 CSB #840416 Exp. 6/30/10 Decision ☒	3/18/10 through 3/17/13
S.J. Cimino Electric, Inc., a California corporation, 3267 Dutton Ave. Santa Rosa, CA 95404	10/15/09 through 10/14/12

Salvatore Joseph Cimino, RMO, CEO and President of S.J. Cimino Electric, Inc. and sole owner of S.J. Cimino Electric, an individual 5825 Heights Rd. Santa Rosa, CA 95401 CSB #343802 Exp. 2/28/10 CSB #294141 Exp. 9/30/13 (inactive) Decision ☒	
Cedar Development Corporation Serghon Gabriel Afram, individually 12477 Feather Dr Mira Loma, CA 91752 CSB # 839898 Exp. 6/30/10 (suspended) Decision ☒	8/5/09 through 8/4/12
All Floors Commercial and Residential Flooring, Inc. Salvador Elias Perea, individually 750 E. McGlinchy Lane, #103 Campbell, CA 95008 CSB #430969 Exp. 7/31/09 Decision ☒	6/14/09 through 6/13/12
1-AMD Construction, Inc. Alberto Mordoki, individually Mirella Mordoki, individually 5300 Beach Blvd., Suite 110-416 Buena Park, CA 90621 CSB #787533, revoked Decision ☒	3/16/09 through 3/15/12

Revised March 15, 2016

File a Claim

Wage claims
Bureau of Field Enforcement
Public works complaints
Claims for retaliation or discrimination

More Services

Public records requests
Translations
Verify a license or registration
Find a wage order
Online payments
Haga un pago por línea

Learn more about DLSE

DLSE Frequently asked questions
Archives
DLSE site map
Workplace postings
Legislative reports

Copyright © 1995 - 2016 State of California

CITY OF OXNARD
SPECIFICATION NUMBER UD15-24R (REBID)
 Per SB 854 All Contractors and Subcontractors MUST Register with the DIR

BID DOCUMENTS (BLUE SHEETS)
FOR

PROJECT TITLE: - ASR Water Well No. 1- Campus Park Wellfield

BRIEF DESCRIPTION OF PROJECT: ASR Water Well No. 1 -Campus Park Wellfield - Scope of work is to construct, develop, and test a municipal water supply aquifer storage and recovery (ASR) well that will be drilled by using either the conventional direct circulation or reverse circulation rotary drilling method as specified herein. The design production capacity of the well is 3,000 gallons per minute (gpm) with a minimum specific capacity of 50 gallons per minute per foot of drawdown (gpm/ft). In addition, the project will construct one (1) nested monitoring well and two (2) single monitoring wells in discrete aquifer zones.

Specification Number UD15-24R (Rebid) includes 18 pages of bid documents. Plates No. 1,2,3,4,5,6, 7, 8 and 9.

Work must begin within 14 calendar days after the Notice to Proceed is issued. Work is to be complete in 120 calendar days. Liquidated damages will be assessed at \$2,500.00 per calendar day.

Payment shall be in accordance with the provisions of Section 9-3 of the Standard Specifications for Public Works Construction.

CONTRACTOR'S FAILURE TO COMPLETE THIS SECTION
MAY CAUSE REJECTION OF THE BID

Name Pacific Coast Well Drilling, Inc.
 Physical Address 75 Main St., Templeton, CA 93465
 Mailing Address P.O. Box 184
 City Templeton State CA Zip Code 93465
 Telephone No. (805) 434-5543 Fax No. (805) 434-5570

Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid

**CITY OF OXNARD
SPECIFICATION NUMBER UD15-24R (REBID)**

PROJECT OVERVIEW

The following description of the amount of work to be done and materials to be furnished by the contractor is an approximation provided for your use in preparing a bid. The City of Oxnard does not expressly or by implication warrant that the actual amount of work or materials awarded will correspond therewith. The City reserves the right to increase or decrease the amount of any class or portion of the work or materials or to delete any of the work or materials, as the City deems necessary or expedient. If the description includes more than one job, the City may decide to award a contract for only one or less than all of the jobs included in the bid submitted.

DESCRIPTION

The intent of these Contract Documents and Specifications is to construct, develop, and test a municipal water supply aquifer storage and recovery (ASR) well that will be drilled by using either the conventional direct circulation or reverse circulation rotary drilling method as specified herein. The design production capacity of the well is 3,000 gallons per minute (gpm) with a minimum specific capacity of 50 gallons per minute per foot of drawdown (gpm/ft). In addition, the project will construct one (1) nested monitoring well and two (2) single monitoring wells in discrete aquifer zones.

All work shall conform to these Specifications, American Water Works Association Standard A100, Department of Water Resources Bulletin 74-81, Water Well Standards: State of California and supplement Bulletin 74-90 California Well Standards, and Standard Specifications For Public Works Construction, 2012 Edition ("Greenbook").

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

CITY OF OXNARD
SPECIFICATION NUMBER UD15-24R (REBID)

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME Pacific Coast Well Drilling, Inc.

ASR WELL NO. 1

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QTY*	UNIT COST	TOTAL
1	Mobilization/Demobilization- The Unit Price Bid For Mobilization and Demobilization shall not exceed 20 percent of the Total Cost Bid for each well.	14	LS	1	150,000.00 ^{TD} 160,000.00	150,000.00 ^{TD} 160,000.00
2	Conductor Casing	15	LS	1	35,000.00	35,000.00
3	Pilot Hole	16	LF	580	79.00	45,740.00
4	Geophysical Logging	17	LS	1	300.00 ^{TD} 20,000.00	300.00 ^{TD} 20,000.00
5	Reaming Pilot Bore	18	LF	570	62.00	35,340.00
6	Caliper Log	19	LS	1	8,200.00 ^{TD} 8,200.00	8,200.00 ^{TD} 8,200.00
7	20-inch Stainless Steel Blank Casing (0.375-Inch wall)	20	LF	360	570.00 ^{TD} 44.00	193,600.00 ^{TD} 14,640.00
8	20-inch To 18-Inch Stainless Steel Casing Reducer	20	LS	1	10,000.00	10,000.00
9	18-inch Stainless Steel Blank Casing (0.375-inch wall)	20	LF	135	448.00	60,480.00
10	18-inch Stainless Steel Well Screen (0.070 slot)	20	LF	75	256.00	19,200.00
11	4-inch Stainless Steel Sounding Pipe and Gravel Feed Tube	20	LF	1280	40.00 ^{TD} 32.00	51,200.00 ^{TD} 40,960.00
12	Stainless Steel Entrance Chute 4" x 6'	20	LS	1	14,260.00	14,260.00
13	Centralizers (12 Sets)	20	EA	7	142.00	1,001.00
14	Gravel Pack Envelope	21	LF	110	278.00	30,580.00
15	Cement Sanitary Seal	22	LF	460	71.00	32,660.00
16	Well Alignment	23	LS	1	2,370.00	2,370.00
17	Swab and Bail Development	24	HR	10	840.00	8,400.00
18	Swab and Airlift Development	24	HR	3.75	2,600.00	9,750.00
19	Test Pump Installation and Removal	25	LS	1	40,000.00	40,000.00
20	Hydraulic Well Development	26	HR	32	340.00	10,880.00
21	Production/Testing of Well	27	HR	32	340.00	10,880.00
22	Disinfection of Well	28	LS	1	1,000.00	1,000.00
23	Video Survey	29	LS	1	1,200.00	1,200.00

L. J. Davis

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

**CITY OF OXNARD
SPECIFICATION NUMBER UD15-24R (REBID)**

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME Pacific Coast Well Drilling, Inc

ASR WELL NO. 1 (Continued)

24	Wellhead Preparation	30	LS	1	8,000.00	8,000.00
25	Mud and Cuttings Disposal and Site Clean-up	31	LS	1	1,500.00	1,500.00
GRAND TOTAL - ASR WELL NO. 1					\$	772,910 ✓

NESTED MONITORING WELL

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QTY*	UNIT COST	TOTAL
1	Mobilization/Demobilization- The Unit Price Bid For Mobilization and Demobilization shall not exceed 20 percent of the Total Cost Bid for each well.	14	LS	1	39,000.00	\$39,000.00
2	Conductor Casing	15	LS	1	14,000.00	14,000.00
3	Pilot Hole	16	LF	720	54.00	38,880.00
4	Geophysical Logging	17	LS	1	4,500.00	4,500.00
5	10-inch Reaming Pilot Bore	18	LF	115	99.00	11,385.00
6	12-inch Reaming Pilot Bore	18	LF	450	32.00	14,400.00
7	Caliper survey	19	LS	1	2,600.00	2,600.00
8	2-inch Schedule 5 Stainless Steel Blank Casing	20	LF	1455	15.00	21,825.00
9	2-inch Schedule 5 Stainless Steel Well Screen	20	LF	245	51.00	12,495.00
10	Centralizers (12 Sets)	20	EA	12	143.00	1,716.00
11A	8-inch Gravel Pack Envelope	21	LF	85	47.00	3,995.00
11B	10-inch Gravel Pack Envelope	21	LF	110	47.00	5,170.00
11C	12-inch Gravel Pack Envelope	21	LF	110	47.00	5,170.00
12A	8-inch Zone Isolation Seal	22	LF	40	31.00	1,240.00
12B	10-inch Zone Isolation Seal	22	LF	10	31.00	310.00
12C	12-inch Zone Isolation Seal/Sanitary Seal	22	LF	355	31.00	11,005.00
13	Swab and Bail Development	24	HR	1.5	2,400.00	3,600.00
14	Air-jet Development	24	HR	3	650.00	1,950.00
15	Sample Pump Development	26	LS	3	2,000.00	2,000.00
16	Wellhead Preparation	30	LS	1	2,000.00	2,000.00
17	Mud and Cuttings Disposal	31	LS	1	2,500.00	2,500.00
GRAND TOTAL - NESTED MONITORING WELL					\$	199,741.00 ✓

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

B-3A

\$ 203,741.00 ✓

CITY OF OXNARD
SPECIFICATION NUMBER UD15-24R (REBID)

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME Pacific Coast Well Drilling, Inc.

SINGLE COMPLETION MONITORING WELL

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QTY*	UNIT COST	TOTAL
1	Mobilization/Demobilization- The Unit Price Bid For Mobilization and Demobilization shall not exceed 20 percent of the Total Cost Bid for each well.	14	LS	1	17,000.00	\$ 17,000.00
2	Conductor Casing	15	LS	1	12,000.00	12,000.00
3	Pilot Hole	16	LF	575	48.00	27,600.00
4	Geophysical Logging	17	LS	1	4,200.00	4,200.00
5	Caliper survey	19	LS	1	2,600.00	2,600.00
6	2-inch Schedule 5 Stainless Steel Blank Casing	20	LF	495	14.00	6,930.00
7	2-inch Schedule 5 Stainless Steel Well Screen	20	LF	75	46.00	3,450.00
8	Centralizers (3 Sets)	20	EA	3	143.00	429.00
9	8-inch Gravel Pack Envelope	21	LF	105	30.00	3,150.00
10	8-inch Zone Isolation Seal	22	LF	465	10.00	4,650.00
11	Swab and Bail Development	24	HR	0.5	2,400.00	1,200.00
12	Air-jet Development	24	HR	1	650.00	650.00
13	Sample Pump Development	26	LS	1	2,200.00	2,200.00
14	Wellhead Preparation	30	LS	1	1,800.00	1,800.00
15	Mud and Cuttings Disposal	31	LS	1	2,500.00	2,500.00
GRAND TOTAL - SINGLE COMPLETION MONITORING WELL					\$	90,359.00
GRAND TOTAL - TWO (2) SINGLE COMPLETION MONITORING WELLS					\$	180,718.00 ✓
GRAND TOTAL - ASR WELL NO.1 + NESTED MONITORING WELL + 2 SINGLE COMPLETION MONITORING WELLS					\$	1187,560.00

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

B-3B

**CITY OF OXNARD
SPECIFICATION NUMBER UD15-24R (REBID)**

BID SCHEDULE OF WORK AND PRICES

GRAND TOTAL ASR WELL NO. 1: \$ 772,901.00 Verified \$ 772,910.00_g
 GRAND TOTAL NESTED MONITORING WELL: \$ 199,741.00 \$ 203,741.00_g
 GRAND TOTAL 2-SINGLE MONITORING WELLS: \$ 180,718.00 ✓
 GRAND TOTAL SUBMITTED (ALL WELLS) - \$ 1,153,360.00 \$ 1,157,369.00_g

The grand total submitted is subject to verification. Item total will be verified by multiplying the unit cost with the approximate quantity. If any discrepancy is found, the unit prices will be the basis of award.

Bidder must fill in number and date of *all* addenda or enter the word "none" if appropriate.

The following addenda are
acknowledged and attached:

NO.	DATED	NO.	DATED
1	June 1, 2015	4	Oct 22, 2015
2	July 9, 2015	5	Nov 16, 2015
3	Aug 27, 2015	6	Dec 3, 2015

I make the above bid and certify or declare under penalty of perjury that the statements made in this bid, and below my signature, are true and correct.

DATED 2/2/16 AT Atascadero, CA

COMPANY NAME Pacific Coast Well Drilling, Inc.

SIGNATURE Tyson R. Davis

TITLE Corporate Officer: President
(Sole Owner, Partner, Corporate Officer)*

*Person signing must be listed on records of Contractors State License Board.

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**



Garcia, Patricia <patricia.garcia@oxnard.org>

Re: Oxnard Bits and Mud Solutions

1 message

tyson davis <tysonrdavis@gmail.com>

Mon, Mar 14, 2016 at 12:01 PM

To: "Garcia, Patricia" <patricia.garcia@oxnard.org>

Cc: Terry Kirsch <terry.kirsch@oxnard.org>, ben quick <benquick@pcwelldrilling.com>, terri <terri@pcwelldrilling.com>, Wes Lockard <wes@pcwelldrilling.com>

Understood. Please proceed.

Sent from Outlook Mobile

From: Garcia, Patricia <patricia.garcia@oxnard.org>

Sent: Monday, March 14, 2016 11:47 AM

Subject: Re: Oxnard Bits and Mud Solutions

To: Tyson <tysonrdavis@gmail.com>

Cc: Terry Kirsch <terry.kirsch@oxnard.org>, ben quick <benquick@pcwelldrilling.com>, terri <terri@pcwelldrilling.com>, Wes Lockard <wes@pcwelldrilling.com>

Tyson,

Yes, if you note on page B-4 of the bid documents, it states " **The grand total submitted is subject to verification. Item total will be verified by multiplying the unit cost with the approximate quantity. If any discrepancy is found, the unit prices will be the basis of award.** " After verifying all unit cost and totals, we find the discrepancy in your grand total of \$1,187,560. We come up with \$1,157,369 for a difference of \$30,191.

On Mon, Mar 14, 2016 at 10:34 AM, Tyson <tysonrdavis@gmail.com> wrote:
Hi Patricia,

Understanding the governing position is the unit price I have to accept the position, however the base price provided is the correct pricing with exception to the clerical unit price error. Are you stating that we are required to absorb the \$30K difference?

Thanks ahead for your time and diligence.

Tyson

Tyson Davis, President

Pacific Coast Well Drilling

PO Box 184

Templton, CA 93485

o 805-434-5543

o 805-703-0746

tyson@pcwelldrilling.com

On Mar 11, 2016, at 11:49 AM, Garcia, Patricia <patricia.garcia@oxnard.org> wrote:

Hi Tyson,

Your email did not mention our concerns with the adjustments to the Bid Schedule of Work and Prices. The grand total verified is \$30,191 different than the grand total you list on pages B-3 through B-4. On B-3A, item #15, for the Nested Monitoring Well, Sample Pump Development, you list \$2,000 for the total and it should be \$6,000, we are accepting the \$4,000 difference as clerical error, which brings the total to the Nested Monitoring Well from \$199,741 to \$203,741.. The quantities for the ASR Well No. 1, Nested Monitoring Well, and the Single completion Monitoring Well total \$1,157,369, not the listed \$1,187,560.

Please advise on the \$30,191 difference.

Thank you,

On Wed, Mar 9, 2016 at 4:42 PM, Tyson <tysonrdavis@gmail.com> wrote:

Patricia

Attached is the response to what you have requested. Please let me know you have received this email. Please do not hesitate to contact me with any questions or concerns. We look forward to a successful project.

Thank you,

Tyson Davis, President

Pacific Coast Well Drilling

PO Box 184

Templton, CA 93485

o 805-434-5543

o 805-703-0746

tyson@pcwelldrilling.com

PCWD will use the following bits in order to achieve project requirements.

Bits shall include :

- o 7 7/8" MIT tri-cone
- o 9 7/8" MIT tri-cone

CITY OF OXNARD
SPECIFICATION NUMBER UD15-24R (Rebid)

BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name Antenna Energy Services, Inc. Address 918 Mission Rd., Ste C City State ZIP Santa Barbara, CA 93068	Phone (805) 961-4053 Fax (805) 961-4246	☐ < \$1 million ☐ < \$5 million ☐ < \$10 million ☐ < \$15 million ☐ > \$15 million	Drill and Grouting Disposal	YES NO If YES list DBE #: Age of Firm (Yrs.)
Name Behrens and Assoc., Inc. Address 13806 Englewood Ave City State ZIP Hawthorne, CA 90250	Phone (310) 663-4516 Fax (310) 331-1538	☐ < \$1 million ☐ < \$5 million ☐ < \$10 million ☒ < \$15 million ☐ > \$15 million	Sound Barrier	YES NO If YES list DBE #: Age of Firm (Yrs.)
Name Concrete Pumping Address 3401 Grandview St. City State ZIP Newbury Park, CA 91319	Phone (805) 446-5736 Fax (805) 446-7019	☒ < \$1 million ☐ < \$5 million ☐ < \$10 million ☐ < \$15 million ☐ > \$15 million	Concrete Pumping	YES NO If YES list DBE #: Age of Firm (Yrs.)
Name Fence Factory Rentals Address P.O. Box 7426 City State ZIP Ventura, CA 93006	Phone (805) 644-4617 Fax (805) 644-0307	☐ < \$1 million ☒ < \$5 million ☐ < \$10 million ☐ < \$15 million ☐ > \$15 million	Security Fence / Restrooms	YES NO If YES list DBE #: Age of Firm (Yrs.)

Distribution: 1) Original - Local Agency File

B-6-1

CITY OF OXNARD
SPECIFICATION NUMBER UD15-24R (Rebid)

BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name Meayers Drilling	Phone (805) 441-3649	☒ < \$1 million	Foundation Drilling	YES
Address P.O. Box 742		☐ < \$5 million		NO
City State ZIP	Fax (805) 772-3257	☐ < \$10 million		If YES list DBE #:
		☐ < \$15 million		Age of Firm (Yrs.)
Name Morro Bay, CA 93443	Phone	☐ < \$1 million	Under ground utilities	YES
Address Sam H. and Sons, Inc	Phone (805) 644-6278	☐ < \$5 million		NO
City State ZIP	Fax (805) 644-3813	☒ < \$10 million		If YES list DBE #:
		☐ < \$15 million		Age of Firm (Yrs.)
Name	Phone	☐ < \$1 million		YES
Address		☐ < \$5 million		NO
City State ZIP	Fax	☐ < \$10 million		If YES list DBE #:
		☐ < \$15 million		Age of Firm (Yrs.)
Name	Phone	☐ < \$1 million		YES
Address		☐ < \$5 million		NO
City State ZIP	Fax	☐ < \$10 million		If YES list DBE #:
		☐ < \$15 million		Age of Firm (Yrs.)
Name	Phone	☐ < \$1 million		YES
Address		☐ < \$5 million		NO
City State ZIP	Fax	☐ < \$10 million		If YES list DBE #:
		☐ < \$15 million		Age of Firm (Yrs.)

Distribution: 1) Original - Local Agency File

B-6-2

**CITY OF OXNARD
SPECIFICATION NUMBER UD15-24R (REBID)**

BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATION

BIDDER'S NAME Pacific Coast Well Drilling, Inc

The bidder is required to state any and all instances of being disqualified, removed, or otherwise prevented from bidding on or completing a federal, state, or local government project due to a violation of a law or safety regulation.

1. Have you ever been disqualified from any government contract?

Yes _____ No X

2. If yes, explain the circumstances.

Tyson R. Davis

SIGNATURE OF BIDDER

Tyson R. Davis

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

**CITY OF OXNARD
SPECIFICATION NUMBER UD15-24R (REBID)**

BIDDER'S AFFIDAVIT

PROJECT ASR Water Well No. 1 - Campus Park Wellfield (UD15-24R)
Rebid

I depose and say that I am Tyson R. Davis, President
(Print or type name and title)
 of Pacific Coast Well Drilling, Inc.
(Name of Company)
P.O. Box 184 Templeton, CA 93465
(Address) (City) (State) (Zip Code)

Contractor's Employer Identification Number: 71-1044500

**A VALID CURRENT CALIFORNIA STATE CONTRACTOR'S LICENSE & DIR REGISTRATION
NUMBER REQUIRED TO BID:**

Contractor's License No. 927400 FED TAX I.D. # 71-1044500

Classification: C-57 / A

Contractor's License Expiration Date: 1-31-2017 DIR Registration Number: 1000032642

City of Oxnard Business License Number (Not Required to Bid): _____

Data Universal Numbering System (D-U-N-S #): 00-362-9338

Whoever submits this bid to the City of Oxnard declares:

1. That the bidder has read these specifications, will abide by and agrees to the conditions herein, has carefully examined the project plans and does hereby agree to furnish all materials and do all the work required to complete the work in accordance with the plans and specifications for the unit prices or lump sums stated in the schedule of work and prices.
2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.
3. That the addenda listed on Page B-4 of these bid documents are acknowledged and attached.
4. That the bidder, as principal, acknowledges being bound by the following bid bond when completed by the surety.

Dated 2/2/14 at Atascadero, California.

I certify or declare under penalty of perjury that the foregoing is true and correct.

(CORPORATE SEAL)

Tyson R. Davis
SIGNATURE

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

**CITY OF OXNARD
SPECIFICATION NUMBER UD15-24R (REBID)**

BID BOND

Attached/Enclosed

NOTE: A bid bond is not necessary when cash or a certified or cashier's check (payable to the City of Oxnard) accompanies the bid; and this bond may be submitted by means of a separate document)

The Principal (Contractor) and undersigned Surety doing business as:

CONTRACTOR'S NAME:

STREET ADDRESS:

CITY, STATE AND ZIP CODE:

SURETY'S NAME:

STREET ADDRESS:

CITY, STATE AND ZIP CODE:

Acknowledges that they are jointly and severally bound to the City of Oxnard for _____ Dollars, to be paid to said City if the bid is accepted and the proposed contract awarded to the Principal, and the Principal shall fail to execute the contract within the time specified by the general instructions in the specification, and to furnish the required insurance, performance and payment bonds; otherwise this obligation to be void. It is hereby agreed that bid errors shall not constitute a defense to forfeiture.

DATED: _____ at _____, California.

I certify or declare under penalty of perjury that the foregoing is true and correct.

(SIGNATURE OF SURETY COMPANY OFFICIAL)

(TITLE)

**SURETY'S
CORPORATE
SEAL**

(SIGNATURE OF CONTRACTOR REPRESENTATIVE)
(OWNER, PARTNER OR CORPORATE OFFICIAL)

(TITLE)

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

CITY OF OXNARD
SPECIFICATION NUMBER UD15-24R (REBID)
BIDDER'S QUESTIONNAIRE

All Bidders **MUST** complete this form and it **MUST** be submitted with the Bid. The answers to these questions will be used to determine whether the Bidder is responsible. "Related Company," as used in this questionnaire, is any organization of which the responsible managing officer of the Bidder has been a responsible managing officer (as the term responsible managing officer is used for State of California licensing purposes) within the past 5 years and/or in which any equity holder (e.g. shareholder, partner, member) of the bidder holds or has held more than a 10% interest within the past 5 years; or has had an active role in the management of projects performed by Company. "Contact Information" means the name, address and telephone number of a person or entity. For all Yes answers please provide complete explanations on extra-attached sheets and identify by number the question to which the information pertains

EVALUATION ELEMENTS				
Standard Bidder Questions (applies to all bids)			Yes	No
1	Is Bidder currently licensed and does Bidder meet the licensing requirements stated on Page F-0? <i>See B-9</i>	X		
2	Has Bidder or a Related Company within the past 5 years been assessed Liquidated Damages (LD's) on a public project of a government agency? If so, give project description, date of assessment, amount of assessment, name of entity, and contact information for each incident of LD assessment.			X
3	Has the Bidder's insurance or a Related Company's insurance, within the past 5 years, been cancelled during a project? If so, give the dates of all cancellations and the contact information for all insurance companies that cancelled coverage. Insurance includes all insurance coverages of any kind, including commercial, general liability, fire and casualty, and workers' compensation.			X
4	Has Bidder's surety or a Related Company's surety within the past 5 years paid any claims arising from any project performed by Bidder or a Related Company? If so, provide the contact information and state the date and amount of each claim paid.			X
5	Has Bidder or a Related Company within the past 5 years been investigated by the Division of Labor Standards Enforcement (DLSE)? If so, provide the date(s) of investigations and the contact information for the DLSE.			X
6	Has Bidder or a Related Company been found to have violated any prevailing wage requirement on any public agency project by any government agency or by any court of law? If so, describe each violation and provide the contact information for the agency and the jurisdiction, date and case number for each court case.			X
7	Within the past 5 years, have stop notices been filed with any government agency on any project performed by Bidder or any Related Company? If so, please provide the following information for each stop notice: contact information for each claimant, amount of the claim, amount, if any, paid to settle the claim, date of the claim and the date of payment of the claim.			X
8	Has Bidder or any Related Company within the past 5 years been named as a defendant in a lawsuit alleging non-payment of subcontractors, vendors or suppliers? If so, give the date, case name and case number of the suit(s), the amount of the claim, and the disposition of the case.			X
9	Has Bidder or a Related Company ever filed a claim against a government agency that has resulted in a lawsuit? If so, describe the claim, circumstances and disposition of the lawsuit. Please provide the contact information for the agency.			X
10	Has Bidder or any Related Company ever been found to be a non-responsible bidder by an agency or debarred? If so, provide the date and name of each and explain the circumstances.			X
11	Provide the name, date, contact information and approximate amount of contract and a description of work performed for each job performed by Bidder in the last 3 years involving work of the type for which this contract is being let. <i>See B-7</i>	X		
12	Has Bidder or a Related Company within the past 5 years been investigated by OSHA or had an OSHA violation that resulted in a citation or other actions be taken against the company.			X
13	Is Bidder and all listed Subcontractors registered with State of CA DIR per SB 854 <i>See B-5</i>	X		

Contractor Officer's Signature: *President*

Title

Date

Bidder's Failure to Complete All Items Contained On This Page May Cause Rejection of Your Bid



P.O. Box 184, Templeton, California 93465-0184
Ph (805) 434-5543 - Fax (805) 434-5570

Drill – Construct – Develop – Test

Lic. #927400

February 10, 2016

City of Oxnard
Purchasing and Risk Management
300 West Third Street
Oxnard, CA 93030

Attention: Patricia Garcia

RE: ASR Water Well No. UD15-24R Bid

Hello Patricia,

Pacific Coast Well Drilling, Inc. was under the impression the City of Oxnard was requesting confirmation that the drilling contractor had never received a "Serious" violation from OSHA. Please accept our apologies for this misunderstanding. Our company did have an incident, which resulted as a "General" violation.

Should you need further information, please don't hesitate to contact me at (805) 703-0746. Thank you for your time and consideration.

Respectfully,

Tyson Davis - President
PACIFIC COAST WELL DRILLING, INC.



General Services Contract Procurement
 Maint. Yard, 1060 Pacific Ave., Bldg. 2 - Oxnard, CA 93030
 (805) 385-7821 - Fax (805) 385-8360

June 1, 2015

ADDENDUM NO. 1
SPECIFICATION NO. UD15-24R (Rebid)
ASR WATER WELL NO. 1 - CAMPUS PARK WELLFIELD

SCHEDULED BID OPENING DATE: JUNE 24, 2015

BID OPEN DATE MOVED TO: JULY 8, 2015

TO ALL BIDDERS OF RECORD - MANDATORY PRE-BID DATE CHANGED
AND BID OPEN DATE CHANGED

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 forms a part of the bid documents. It modifies them as follows:

A. The following changes/corrections/additions are made to the Instruction to Bidders and Bid Documents:

1. The Mandatory Pre-Bid Meeting Scheduled for Wednesday, June 3, 2015 @ 9:30 a.m. -- **IS CANCELED. -- THE MANDATORY PRE-BID MEETING DATE IS CHANGED TO: WEDNESDAY, JUNE 17, 2015 @ 10:30 A.M.**

Location unchanged: Civic Center, 305 W. 3rd St., City Council Chambers

The Bid Open/Due Date is CHANGED to JULY 8, 2015

No change in time and location to submit bid package

Addendum No. 1
 Specification No. UD15-24R (Rebid)
 ASR WATER WELL NO. 1-CAMPUS PARK WELLFIELD

The undersigned hereby acknowledges receipt of Addendum No. 1 consisting of the following:

1. One (1) page of text

Addendum No. Received: Date: June 1, 2015

Pacific Coast Well Drilling, Inc.
 Company


 Authorized Signature

Tyson R. Davis, President
 Name and Title, Typed

P.O. Box 184
 Address of Company

Templeton CA 93465-0184
 City State Zip Code

(805) 434-5543
 Telephone Number, including Area Code



General Services Contract Procurement
Maint. Yard, 1060 Pacific Ave., Bldg. 2 - Oxnard, CA 93030
(805) 385-7821 - Fax (805) 385-8360

N.2.c

June 9, 2015

ADDENDUM NO. 2
SPECIFICATION NO. UD15-24R (Rebid)
ASR WATER WELL NO. 1 -CAMPUS PARK WELLFIELD

SCHEDULED BID OPENING DATE: ~~JUNE 24, 2015~~ ~~JULY 8, 2015~~
BID OPEN DATE MOVED TO: SEPTEMBER 16, 2015

TO ALL BIDDERS OF RECORD - MANDATORY PRE-BID DATE CHANGED
AND BID OPEN DATE CHANGED

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 forms a part of the bid documents. It modifies them as follows:

- A. The following changes/corrections/additions are made to the Instruction to Bidders and Bid Documents:
1. The Mandatory Pre-Bid Meeting Scheduled WITH ISSUANCE OF ADDENDUM #1 for Wednesday, JULY 8, 2015 @ 10:30 a.m. - **IS CANCELED. --THE MANDATORY PRE-BID MEETING DATE IS CHANGED TO: WEDNESDAY, SEPTEMBER 2, 2015 @ 9:30 A.M.**
Location unchanged: Civic Center, 305 W. 3rd St., City Council Chambers

The Bid Open/Due Date is CHANGED to SEPTEMBER 16, 2015

No change in time and location to submit bid package

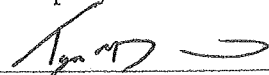
Addendum No. 2
Specification No. UD15-24R (Rebid)
ASR WATER WELL NO. 1-CAMPUS PARK WELLFIELD

The undersigned hereby acknowledges receipt of Addendum No. 2 consisting of the following:

1. One (1) page of text

Addendum No. Received: Date: June 9, 2015

Pacific Coast Well Drilling, Inc.
Company


Authorized Signature

Tyson R. Davis, President
Name and Title, Typed

P.O. Box 184
Address of Company

Templeton CA 93465-0184
City State Zip Code

(805) 434-5543
Telephone Number, including Area Code



General Services Contract Procurement
 Maint. Yard, 1060 Pacific Ave., Bldg. 2 – Oxnard, CA 93030
 (805) 385-7821 – Fax (805) 385-8360

August 27, 2015

ADDENDUM NO. 3
SPECIFICATION NO. UD15-24R (Rebid)
ASR WATER WELL NO. 1 –CAMPUS PARK WELLFIELD

SCHEDULED BID OPENING DATE: ~~JUNE 24, 2015/ JULY 8, 2015/ September 16, 2015~~
BID OPEN DATE MOVED TO: DECEMBER 2, 2015 – Changed by Add.#3

TO ALL BIDDERS OF RECORD – PER THIS ADDENDUM #3 –
MANDATORY PRE-BID DATE CHANGED TO: OCTOBER 28, 2015 @
9:30 A.M.

Location unchanged: Civic Center, 305 W. 3rd St., City Council Chambers;
 Followed by Site Visit

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 forms a part of the bid documents. It modifies them as follows:

- 1) The following changes/corrections/additions are made to Instructions to Bidders -Notice is given to all prospective Bidders and Plan Holders:
 - a) **THE MANDATORY PRE-BID MEETING DATE IS CHANGED TO:**
OCTOBER 28, 2015 @ 9:30 a.m.
 - b) **THE BID OPEN/DUE DATE IS CHANGED TO: DECEMBER 2, 2015**

Addendum No. 3
 Specification No. UD15-24R (Rebid)
 ASR WATER WELL NO. 1-CAMPUS PARK WELLFIELD

The undersigned hereby acknowledges receipt of Addendum No. 3 consisting of the following:

1. One (1) page of text

Addendum No. 3 Received: Date: August 27, 2015

Pacific Coast Well Drilling, Inc.
 Company


 Authorized Signature

Tyson R. Davis, President
 Name and Title, Typed

P.O. Box 184
 Address of Company

Templeton CA 93465-0184
 City State Zip Code

(805) 434-5543
 Telephone Number, Including Area Code



General Services Contract Procurement
Maint. Yard, 1060 Pacific Ave., Bldg. 2 - Oxnard, CA 93030
(805) 385-7821 - Fax (805) 385-8360

N.2.c

October 22, 2015

ADDENDUM NO. 4
SPECIFICATION NO. UD15-24R (Rebid)
ASR WATER WELL NO. 1 - CAMPUS PARK WELLFIELD

SCHEDULED BID OPENING DATE: ~~JUNE 24, 2015/ JULY 8, 2015/ SEPTEMBER 16, 2015/~~
DECEMBER 2, 2015

BID OPEN DATE MOVED TO: - Changed by Add.#4-DECEMBER 16, 2015

TO ALL BIDDERS OF RECORD - PER THIS ADDENDUM #4 -
MANDATORY PRE-BID DATE CHANGED TO: DECEMBER 2, 2015 @
9:30 A.M.

Location unchanged: Civic Center, 305 W. 3rd St., City Council Chambers;
Followed by Site Visit

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 forms a part of the bid documents. It modifies them as follows:

- 1) The following changes/corrections/additions are made to Instructions to Bidders - Notice is given to all prospective Bidders and Plan Holders:
 - a) **THE MANDATORY PRE-BID MEETING DATE IS CHANGED TO:**
DECEMBER 2, 2015 @ 9:30 a.m.
 - b) **THE BID OPEN/DUE DATE IS CHANGED TO: DECEMBER 16, 2015**

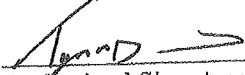
Addendum No. 4
Specification No. UD15-24R (Rebid)
ASR WATER WELL NO. 1-CAMPUS PARK WELLFIELD

The undersigned hereby acknowledges receipt of Addendum No. 4 consisting of the following:

1. One (1) page of text

Addendum No. 3 Received: Date: October 22, 2015

Pacific Coast Well Drilling, Inc.
Company


Authorized Signature

Tyson R. Davis, President
Name and Title, Typed

P.O. Box 184
Address of Company

Templeton CA 93465-0184
City State Zip Code

(805) 434-5543
Telephone Number, Including Area Code



General Services
Maint. Yard, 1060 Pacific Ave., Bldg. 2 - Oxnard, CA 93030
(805) 385-7821 - Fax (805) 385-8360

November 16, 2015

ADDENDUM NO. 5
SPECIFICATION NO. UD15-24R (Rebid)
ASR WATER WELL NO. 1 - CAMPUS PARK WELLFIELD

SCHEDULED BID OPENING DATE: ~~JUNE 24, 2015 / JULY 8, 2015 / SEPTEMBER 16, 2015 /~~
~~DECEMBER 2, 2015 / December 16, 2015~~

BID OPEN DATE MOVED TO: - Changed by Add.#5-FEBRUARY 3, 2016

TO ALL BIDDERS OF RECORD - PER THIS ADDENDUM #5 -
MANDATORY PRE-BID DATE CHANGED TO: JANUARY 13, 2016 @
10:30 A.M.

Location unchanged: Civic Center, 305 W. 3rd St., City Council Chambers;
Followed by Site Visit

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 forms a part of the bid documents. It modifies them as follows:

- 1) The following changes/corrections/additions are made to Instructions to Bidders -Notice is given to all prospective Bidders and Plan Holders:
 - a) THE MANDATORY PRE-BID MEETING DATE IS CHANGED TO:
JANUARY 13, 2016 @ 10:30 a.m.
 - b) THE BID OPEN/DUE DATE IS CHANGED TO: FEBRUARY 3, 2016

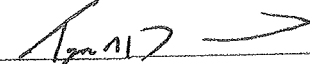
Addendum No. 5
Specification No. UD15-24R (Rebid)
ASR WATER WELL NO. 1-CAMPUS PARK WELLFIELD

The undersigned hereby acknowledges receipt of Addendum No. 5 consisting of the following:

1. One (1) page of text

Addendum No. 3 Received: Date: November 16, 2015

Pacific Coast Well Drilling, Inc.
Company


Authorized Signature

Tyson R. Davis, President
Name and Title, Typed

P.O. Box 184
Address of Company

Templeton CA 93465-0184
City State Zip Code

(805) 434-5543
Telephone Number, including Area Code



General Services
Maint. Yard, 1060 Pacific Ave., Bldg. 2 – Oxnard, CA 93030
(805) 385-7821 – Fax (805) 385-8360

N.2.c

December 3, 2015

A COMPLETE COPY OF THIS ADDENDUM #6 AND ALL ATTACHMENTS WILL BE PROVIDED TO ALL ATTENDEES OF THE MANDATORY PRE-BID MEETING ON JANUARY 13, 2016 @ 10:30

**ADDENDUM NO. 6
SPECIFICATION NO. UD15-24R (Rebid)
ASR WATER WELL NO. 1 – CAMPUS PARK WELLFIELD**

BID OPEN DATE MOVED TO: –FEBRUARY 3, 2016 (Changed by Add.#5)

**TO ALL BIDDERS OF RECORD –MANDATORY PRE-BID DATE CHANGED
TO: JANUARY 13, 2016 @ 10:30 A.M. (Changed by ADDENDUM #5)**

Location unchanged: Civic Center, 305 W. 3rd St., City Council Chambers;
Followed by Site Visit

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 forms a part of the bid documents. It modifies them as follows:

A. The following changes/corrections/additions are made to the Technical Specifications:

The following Federal Aviation Administration studies are provided and incorporated into this specification:

1. Aeronautical Study Numbers. 2015-AWP-7823-OE- Well 1; 2015-AWP-7822-OE- Well 2; 2015-AWP-7820-OE- Well 3; and 2015-AWP-7813-OE- Drilling Rig 60' tall crane. Copies are included with this Addendum.
2. Advisory Circular – AC 70/7460-1 K, Obstruction Marking and Lighting. Copy is included with this Addendum.

B. The following changes/corrections/additions are made to the Drawings/Plans/Standard Plates:

1. REVISED - Plate 1 –Project Location Map; REVISED –Plate 2 – Well Site Location Map are included with this Addendum.
2. REVISED - Proposed Well Field Site Plan is included with this Addendum.

Addendum No. 6
Specification No. UD15-24R (Rebid)
ASR WATER WELL NO. 1-CAMPUS PARK WELLFIELD

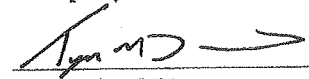
The undersigned hereby acknowledges receipt of Addendum No. 6 consisting of the following:

1. Two (2) pages of text
 2. Aeronautical Studies - 4 each - 17 pages
 3. Plates #1 & #2 - 2 pages
 4. Proposed Well field Site Plan -1 page
 5. Advisory Circular AC 70/7460-1K - 64 pages
- (A complete copy of this document will be posted separately on the Project web site at www.Cybercopyreprographics.com)

*A Final Hydrogeological Report is Posted on the Project Cybercopy web site as well.

Addendum No. 6 Received: Date: December 3, 2015

Pacific Coast Well Drilling, Inc.
Company


Authorized Signature

Tyson R. Davis, President
Name and Title, Typed

P.O. Box 184
Address of Company

Templeton CA 93465-0184
City State Zip Code

(805) 434-5543
Telephone Number, including Area Code



Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2015-AWP-7823-OE

N.2.c

Issued Date: 08/14/2015

Terry Kirsch
City of Oxnard
305 W. Third Street
2nd Floor, East Wing
Oxnard, CA 93030

****DETERMINATION OF NO HAZARD TO AIR NAVIGATION FOR TEMPORARY STRUCTURE****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Drilling Rig 40' tall drill rig Mon. Well 1
Location:	Oxnard, CA
Latitude:	34-11-55.33N NAD 83
Longitude:	119-11-26.77W
Heights:	47 feet site elevation (SE)
	40 feet above ground level (AGL)
	87 feet above mean sea level (AMSL)

This aeronautical study revealed that the temporary structure does exceed obstruction standards but would not be a hazard to air navigation provided the following condition(s), if any, is (are) met:
As a condition to this Determination, the structure is marked/lighted in accordance with FAA Advisory circular 70/7460-1 K. Change 2, Obstruction Marking and Lighting, flags/red lights - Chapters 3(Marked), 4, 5(Red), & 12.

See attachment for additional condition(s) or information.

It is required that the manager of OXNARD, (805) 382-3024 be notified at least 3 business days prior to the temporary structure being erected and again when the structure is removed from the site.

It is required that the manager of OXNARD ATCT @ 805 984-2014 be notified at least 3 business days prior to the temporary structure being erected and again when the structure is removed from the site. Additionally, please provide contact information for the onsite operator in the event that Air Traffic Control requires the temporary structure to be lowered immediately.

Any height exceeding 40 feet above ground level (87 feet above mean sea level), will result in a substantial adverse effect and would warrant a Determination of Hazard to Air Navigation.

This determination expires on 02/14/2017 unless extended, revised, or terminated by the issuing office.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION

OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates and heights. Any changes in coordinates and/or heights will void this determination. Any future construction or alteration, including increase to heights, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of a structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination did not include an evaluation of the permanent structure associated with the use of this temporary structure. If the permanent structure will exceed Title 14 of the Code of Federal Regulations, part 77.9, a separate aeronautical study and FAA determination is required.

This determination concerns the effect of this temporary structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

A copy of this determination will be forwarded to the Federal Aviation Administration Flight Procedures Office if the structure is subject to the issuance of a Notice To Airman (NOTAM).

If you have any questions, please contact our office at (310) 725-6557. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2015-AWP-7823-OE

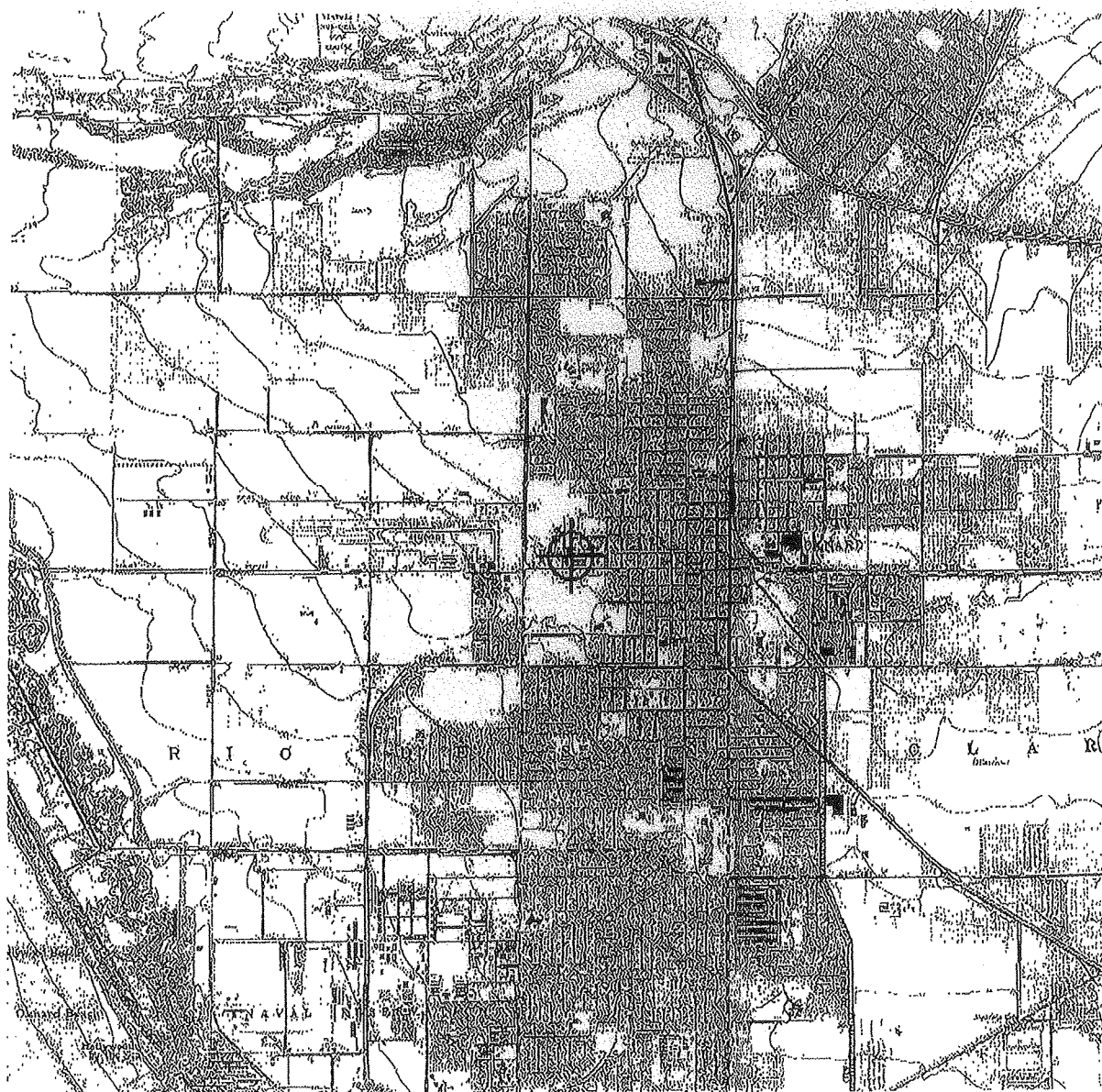
Signature Control No: 259267802-260855650
Karen McDonald
Specialist

(TMP)

Attachment(s)
Additional Information
Case Description
Map(s)

77.19(d) *OXR[EXISTING][NASR] - RWY 25[EXISTING][NASR]: Approach Surface ---> Exceeds by 7 ft.

40' tall drill rig





Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study NO.
2015-AWP-7822-OE

N.2.c

Issued Date: 08/14/2015

Terry Kirsch
City of Oxnard
305 W. Third Street
2nd Floor, East Wing
Oxnard, CA 93030

****DETERMINATION OF NO HAZARD TO AIR NAVIGATION FOR TEMPORARY STRUCTURE****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Drilling Rig 40' tall drill rig Mon. Well 2
Location:	Oxnard, CA
Latitude:	34-11-54.69N NAD 83
Longitude:	119-11-17.10W
Heights:	47 feet site elevation (SE) 40 feet above ground level (AGL) 87 feet above mean sea level (AMSL)

This aeronautical study revealed that the temporary structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is (are) met:
Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed and maintained in accordance with FAA Advisory circular 70/7460-1 K Change 2.

Any height exceeding 40 feet above ground level (87 feet above mean sea level), will result in a substantial adverse effect and would warrant a Determination of Hazard to Air Navigation.

This determination expires on 02/14/2017 unless extended, revised, or terminated by the issuing office.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates and heights. Any changes in coordinates and/or heights will void this determination. Any future construction or alteration, including increase to heights, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of a structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination did not include an evaluation of the permanent structure associated with the use of this temporary structure. If the permanent structure will exceed Title 14 of the Code of Federal Regulations, part 77.9, a separate aeronautical study and FAA determination is required.

This determination concerns the effect of this temporary structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

A copy of this determination will be forwarded to the Federal Aviation Administration Flight Procedures Office if the structure is subject to the issuance of a Notice To Airman (NOTAM).

If you have any questions, please contact our office at (310) 725-6557. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2015-AWP-7822-OE

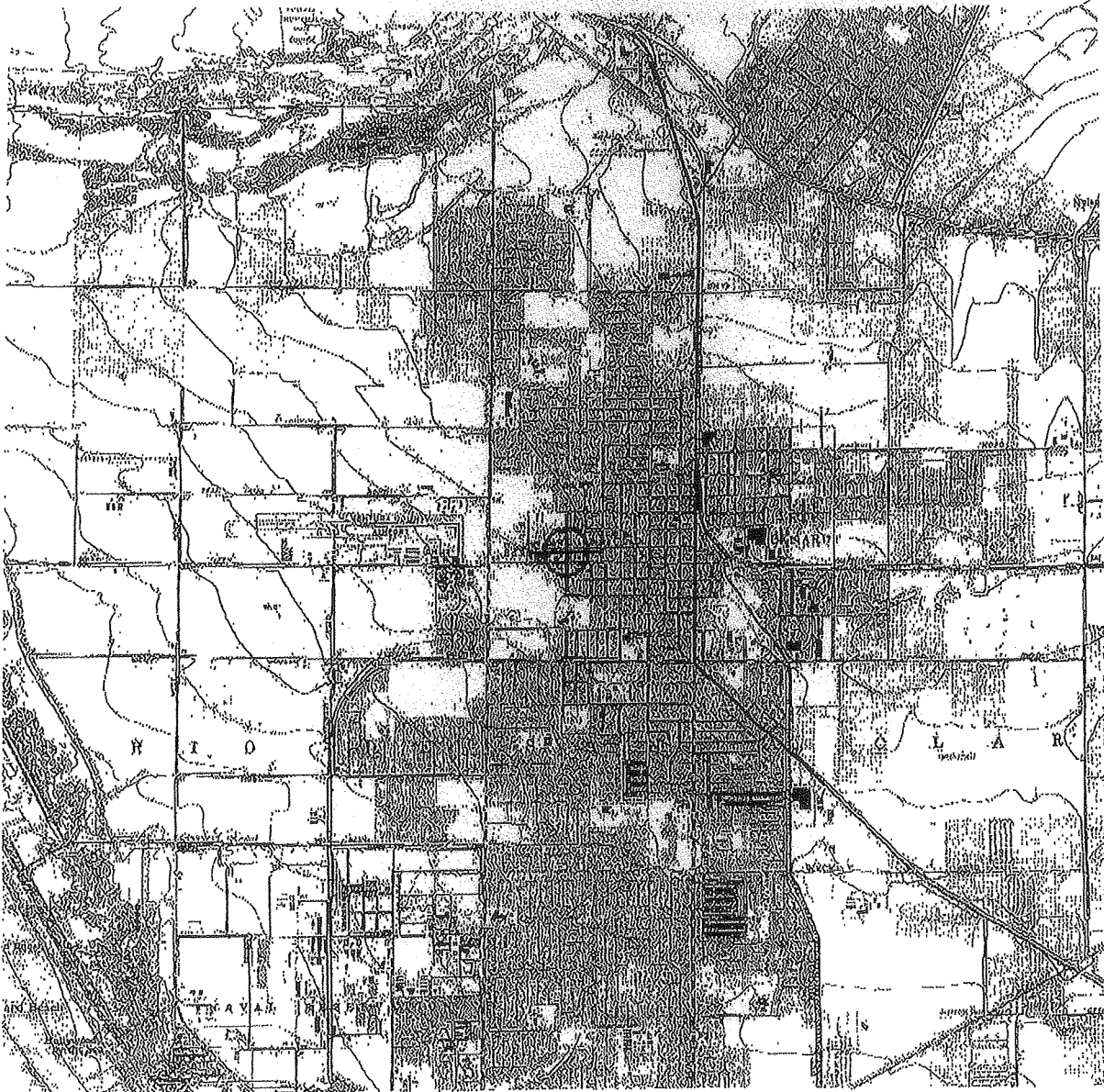
Signature Control No: 259267510-260854647

(TMP)

Karen McDonald
Specialist

Attachment(s)
Case Description
Map(s)

40' tall drill rig





Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2015-AWP-7820-OE

N.2.c

Issued Date: 09/17/2015

Terry Kirsch
City of Oxnard
305 W. Third Street
2nd Floor, East Wing
Oxnard, CA 93030

****DETERMINATION OF NO HAZARD TO AIR NAVIGATION FOR TEMPORARY STRUCTURE****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Drilling Rig 40' tall drill rig Mon. Well 3
Location:	Oxnard, CA
Latitude:	34-12-05.11N NAD 83
Longitude:	119-11-16.89W
Heights:	47 feet site elevation (SE) 40 feet above ground level (AGL) 87 feet above mean sea level (AMSL)

This aeronautical study revealed that the temporary structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is (are) met:
Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed and maintained in accordance with FAA Advisory circular 70/7460-1 K Change 2.

This determination expires on 03/17/2017 unless extended, revised, or terminated by the issuing office.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates and heights. Any changes in coordinates and/or heights will void this determination. Any future construction or alteration, including increase to heights, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of a structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

of this temporary structure. If the permanent structure will exceed Title 14 of the Code of Federal Regulations, part 77.9, a separate aeronautical study and FAA determination is required.

This determination concerns the effect of this temporary structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

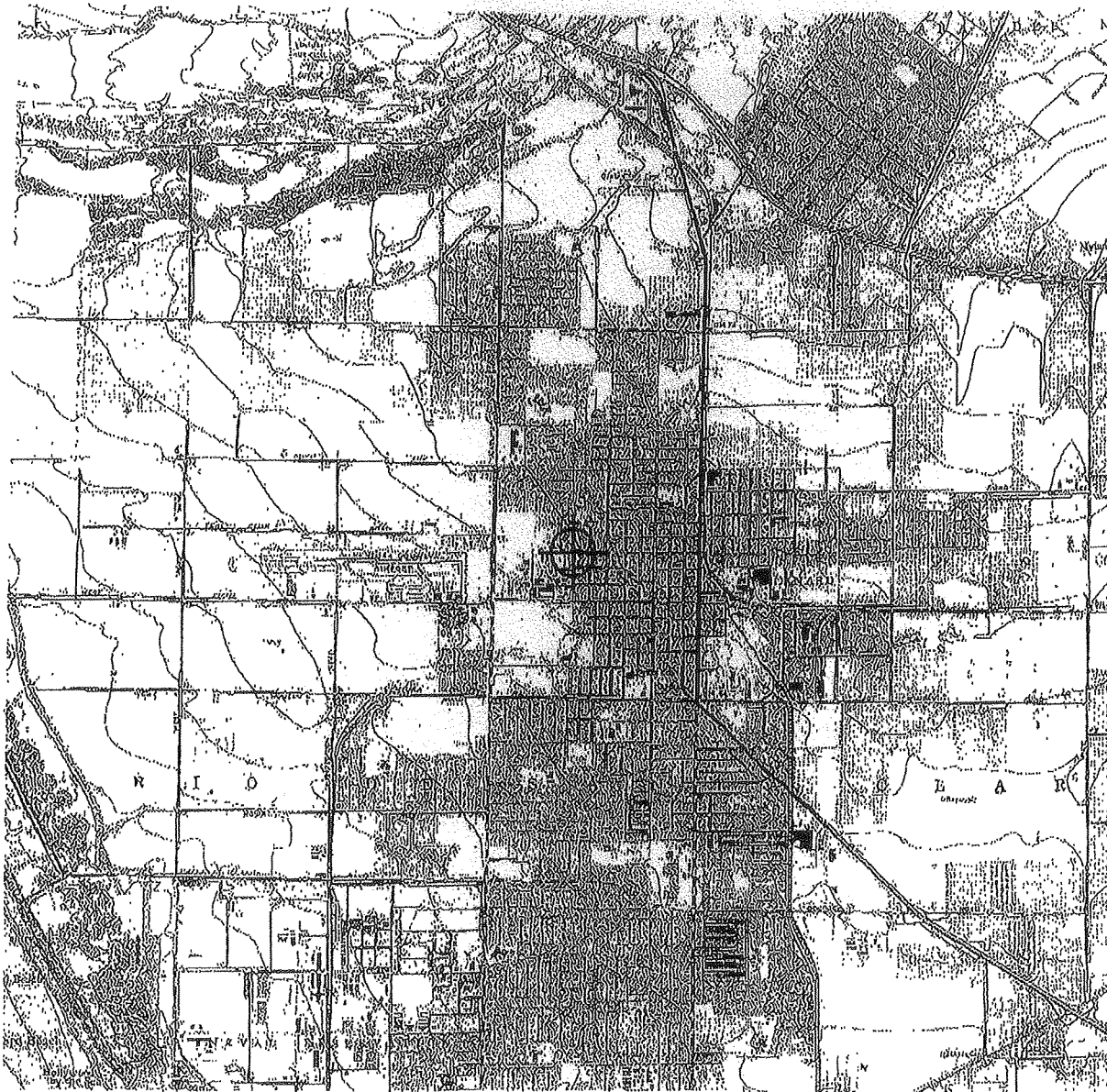
A copy of this determination will be forwarded to the Federal Aviation Administration Flight Procedures Office if the structure is subject to the issuance of a Notice To Airman (NOTAM).

If you have any questions, please contact our office at (310) 725-6557. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2015-AWP-7820-OE

Signature Control No: 259267425-266016964
Karen McDonald
Specialist

(TMP)

Attachment(s)
Map(s)





Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2015-AWP-7813-OE

N.2.c

Issued Date: 11/16/2015

Terry Kirsch
City of Oxnard
305 W. Third Street
2nd Floor, East Wing
Oxnard, CA 93030

****DETERMINATION OF NO HAZARD TO AIR NAVIGATION FOR TEMPORARY STRUCTURE****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Drilling Rig 60' tall crane
Location:	Oxnard, CA
Latitude:	34-11-55.58N NAD 83
Longitude:	119-11-25.34W
Heights:	47 feet site elevation (SE) 60 feet above ground level (AGL) 107 feet above mean sea level (AMSL)

This aeronautical study revealed that the temporary structure does exceed obstruction standards but would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:
As a condition to this Determination, the structure is marked/lighted in accordance with FAA Advisory circular 70/7460-1 K Change 2, Obstruction Marking and Lighting, flags/red lights - Chapters 3(Marked),4,5(Red),&12.

See attachment for additional condition(s) or information.

It is required that the FAA be notified at least 5 business days prior to the temporary structure being erected and again when the structure is removed from the site. Notification should be made to this office during our core business hours (Monday through Friday, 9:00 a.m. to 3:00 p.m.) via telephone at PAUL HOLMQUIST @ 425 227-2625 or KAREN MCDONALD @ 310 725-6557. Notification is necessary so that aeronautical procedures can be temporarily modified to accommodate the structure. Voicemail messages are not acceptable notice.

NOTIFICATION IS REQUIRED AGAIN VIA TELEPHONE AT PAUL HOLMQUIST @ 425 227-2625 or KAREN MCDONALD @ 310 725-6557 WHEN THE TEMPORARY STRUCTURE IS REMOVED FROM THE SITE FOR NOTICE TO AIRMAN (NOTAM) CANCELLATION.

It is required that the manager of OXNARD, (805) 382-3024 be notified at least 5 business days prior to the temporary structure being erected and again when the structure is removed from the site.

It is required that the manager of OXNARD ATCT @ 805 382-1570 be notified at least 5 business days prior to the temporary structure being erected and again when the structure is removed from the site. Additionally,

Please provide contact information for the onsite operator in the event that an Air Traffic Control requires the temporary structure to be lowered immediately.

Any height exceeding 60 feet above ground level (107 feet above mean sea level), will result in a substantial adverse effect and would warrant a Determination of Hazard to Air Navigation.

This determination expires on 08/16/2016 unless extended, revised, or terminated by the issuing office.

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed within 5 days after the temporary structure is dismantled.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates and heights. Any changes in coordinates and/or heights will void this determination. Any future construction or alteration, including increase to heights, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of a structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination did not include an evaluation of the permanent structure associated with the use of this temporary structure. If the permanent structure will exceed Title 14 of the Code of Federal Regulations, part 77.9, a separate aeronautical study and FAA determination is required.

This determination concerns the effect of this temporary structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877)487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

A copy of this determination will be forwarded to the Federal Aviation Administration Flight Procedures Office if the structure is subject to the issuance of a Notice To Airman (NOTAM).

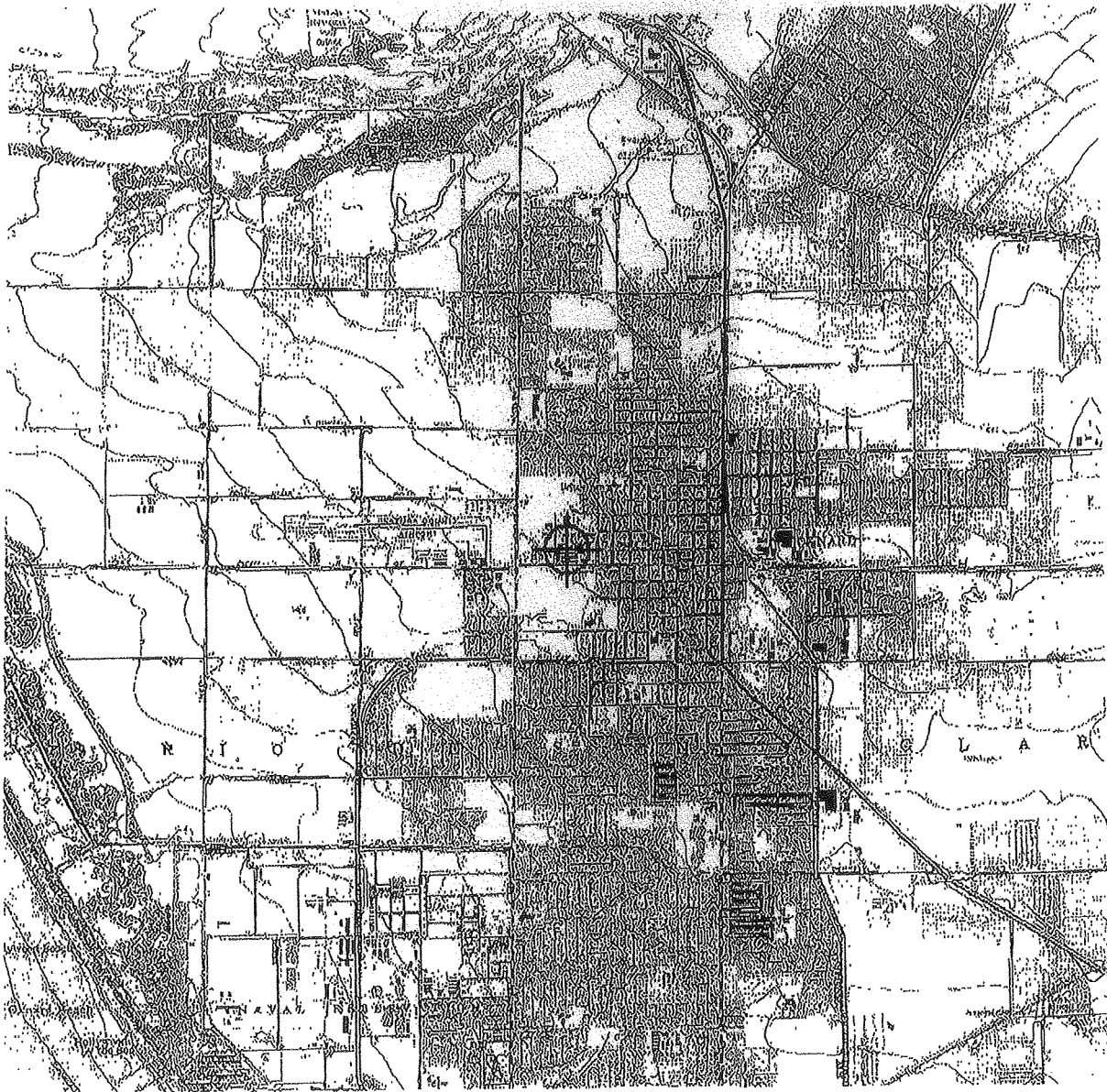
If you have any questions, please contact our office at (310) 725-6557. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2015-A WP-7813-OB

Signature Control No: 259241712-272897927
Karen McDonald
Specialist

(TMP)

Additional Information
Map(s)

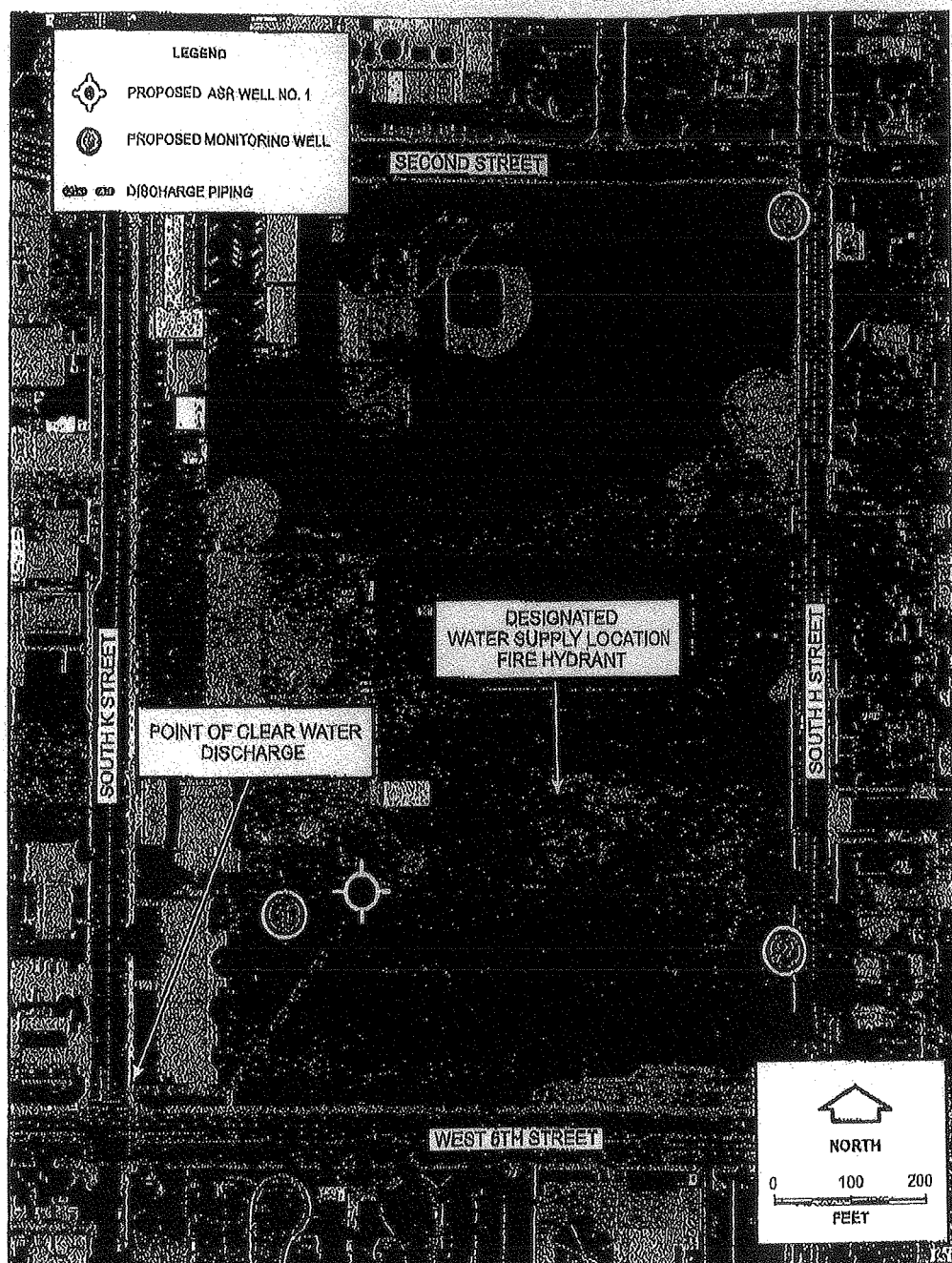
AT 107 AMSL, Oxnard, CA Oxnard (OXR) Obstacle penetrates Rwy 7 Initial Climb Area (ICA) 9 feet.
Qualifies as Low-close-In penetration with climb gradient termination altitude 200 feet or less above DER,
requiring Take-Off Minimum and (Obstacle) Departure Procedures, Note Rwy 7





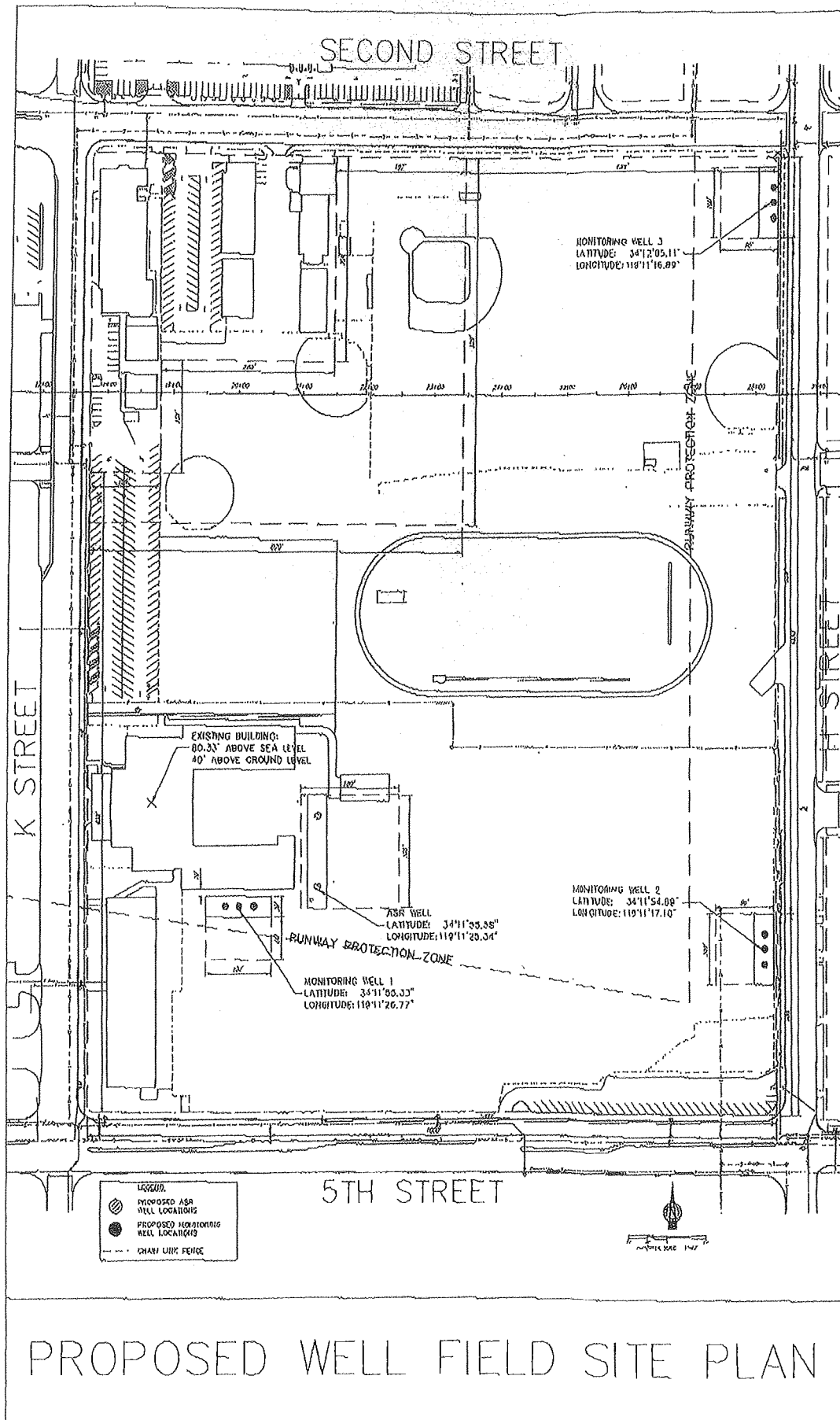
PROJECT LOCATION MAP
Campus Park Groundwater
Replenishment and Reuse Project
ASR Well No. 1 Construction Project
Oxnard, California

PLATE 1



WELL SITE LOCATION MAP
Campus Park Groundwater
Replenishment and Reuse Project
ASR Well No. 1 Construction Project
Oxnard, California

PLATE 2



Purchasing Division

300 West Third Street
Oxnard, CA 93030
(805) 385-7538
www.ci.oxnard.ca.us



January 21, 2016

ADDENDUM # 7
SPECIFICATION NO. UD15-24R (Rebid)
ASR WATER WELL NO. 1 – CAMPUS PARK WELLFIELD
BID OPEN DATE: FEBRUARY 3, 2016

To All Bidders of Record:

Acknowledge receipt of this addendum by enclosing one signed copy of this addendum with your bid document. Failure to do so may subject bidder to disqualification. This addendum form is part of the bid documents. It modifies them as follows:

1. In the original bid packet, the only required license was a C-57, Well Drillers License. Is the Class A license only needed because of the modification in scope that may include intersecting the storm drain under the sidewalk?

Yes, class A is required for the work that connects the discharge line to the catch basin.

2. a) If a subcontractor with a Class A license is used to do the storm drain intersection, does the drilling contractor need to have a Class A license?

No

- b) This would allow the drilling companies to meet the requirement, even if the drilling company only has C-57 drilling license (which is common).

Yes, C-57 is 99% of the work.

3. After viewing the site on January 13, 2016, has it been determined if the discharge pipe to the storm drain can be run over the top of the sidewalk, and the sidewalk closed off or diverted around the storm drain? This would eliminate the need to dig under the sidewalk and enter into the side of the storm drain wall.

Discharge connection to catch basin on K Street must be per the design provided and **NOT** run over the sidewalk. (Copy of design attached: 2016-01-13_ASR_Catch basin.Rev1.)

4. On the mandatory job walk, it was discussed that there will be an addendum resolving a ream depth correction of 115' -- when can we expect that to be sent out?

Ream depth is correct on Plate 3 and Sheet B-3A bid item 5 (see marked up attachment DOC012116).

5. In section 11 of the specs, it states that a 10-day wait time for the final well design and on the job walk it was discussed that it will take 4 calendar days, which will it be?

Wait time for final design, 4 business days.

6. When constructing the monitoring wells, will it be acceptable to work 24 hours?

Contractor may work 24 hours a day but must comply with City Noise Ordinance. Method for compliance is up to the Contractor.

7. Will an addendum be provided that includes the discharge location at the street? During the job walk, there was discussion of changing or modifying the location.

Discharge location for connection to storm drain per attached 2016-01-13_ASR_Catch basin.Rev1.

8. After next addendum(s), will there be a period given for questions regarding addendums provided?

No.

9. 1000-21 -- Specifications suggest that the Contractor shall perform a Community Outreach program. Will the City of Oxnard provide an appropriate letter for this program? Most likely, the Contractor will not be from the City, and therefore not familiar with or able to answer questions related to City objectives or purpose of work. Could it be more appropriate to request the City perform the community outreach with local City neighbors?

Outreach is the responsibility of the Contractor. Door hangers, signs, etc., must include name of company, phone number and contact.

10. Roscoe Moss has quoted a wire wrap screen that meets the collapse strength specified, but with a .183" x .370" wire, will this be acceptable?

Mesh strength is addressed in the attached addendum.

11. For the monitoring wells, will a drill rig of 43' tall be able to perform the work?

43' rig is **NOT** approved for monitoring wells. (40' was approved by the FAA for work in the Protected Zone of the airport).

12. For the ASR well, will a drill rig of 67' tall be able to perform the work?

67' rig is **NOT** approved for ASR well. (60' was approved by the FAA for work in the Protected Zone of the airport).

13. Correction on Page F39 is as follows: "The Engineering Geologist will provide final well design details to the Contractor within 4 business days of receiving the geophysical log of the pilot borehole."

14. Correction on Page F41 is as follows: "4. 18-Inch Nominal Diameter Stainless Steel Screen: The 18-inch nominal diameter well screen shall be Type 304, stainless steel continuous wire wrap screen of the type manufactured by Roscoe Moss Company, Johnson Screens, or approved equal, with a 0.070-inch slot between the surface wires. The wrap wire shall have a minimum height (altitude) of 0.370 inches and a minimum width of 0.183 inches. The screen shall have a minimum of 72 vertical rods and the rods shall have a minimum diameter of 0.250 inches that provides a minimum cross sectional area of 3.53 square inches. The well screen design shall provide a minimum collapse strength of 243 pounds per square inch (psi) and a minimum safe hanging weight of 37,090 pounds. Screen sections shall be manufactured complete with stainless steel weld rings having a minimum 0.375-inch wall thickness attached at each end and a stainless steel collar for lifting and connection of each joint. The bottom of the screen section shall be fitted with a tapered or rounded end cap manufactured of the same material as the well screen. **The Contractor shall submit the well screen manufacturer's specifications to the City with its bid.**"

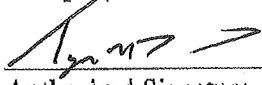
15. Addition on Page F48 after the last sentence shown below: "Transportation and storage of gravel will be conducted using super sacks. Bulk delivery will not be allowed."

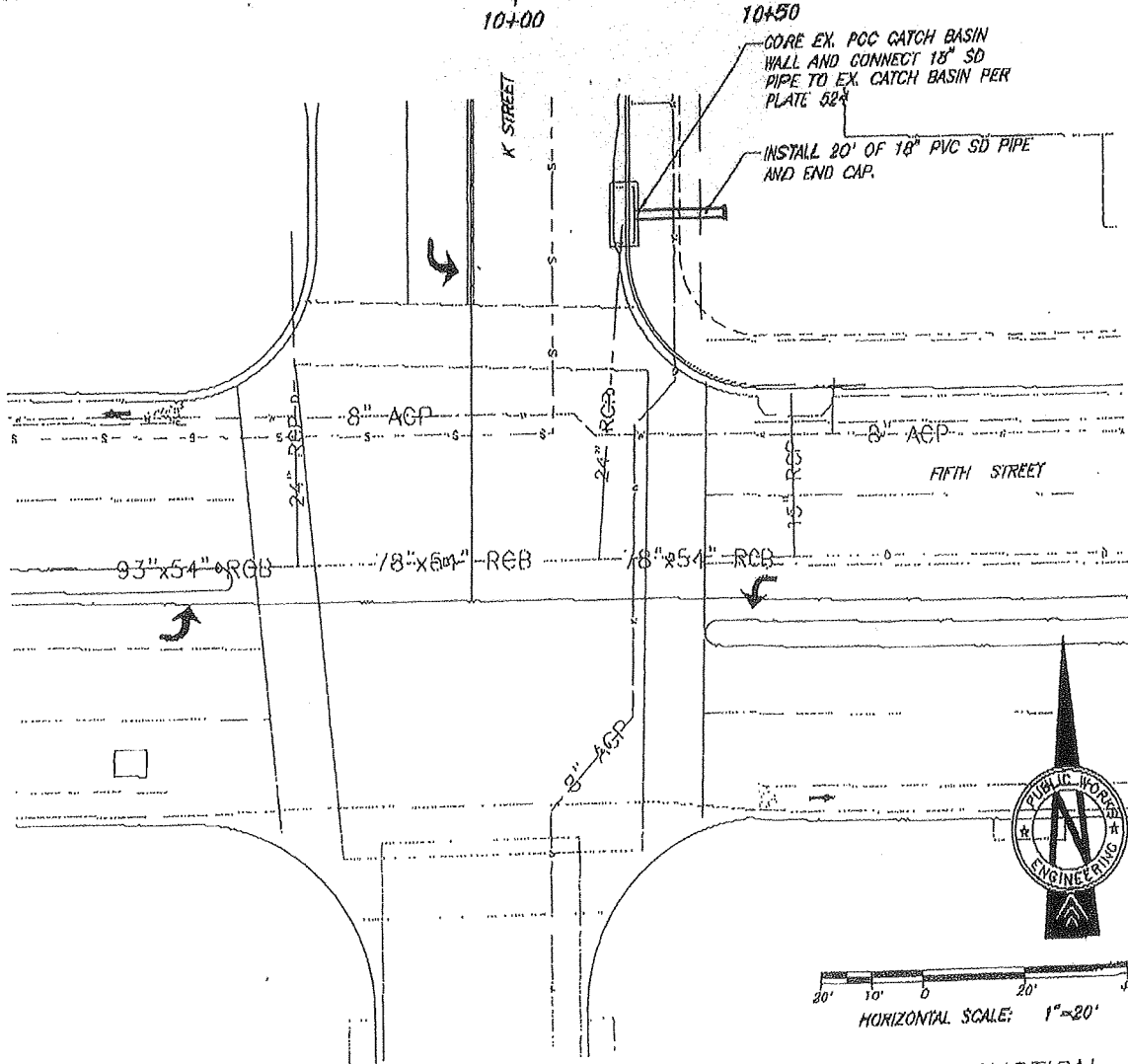
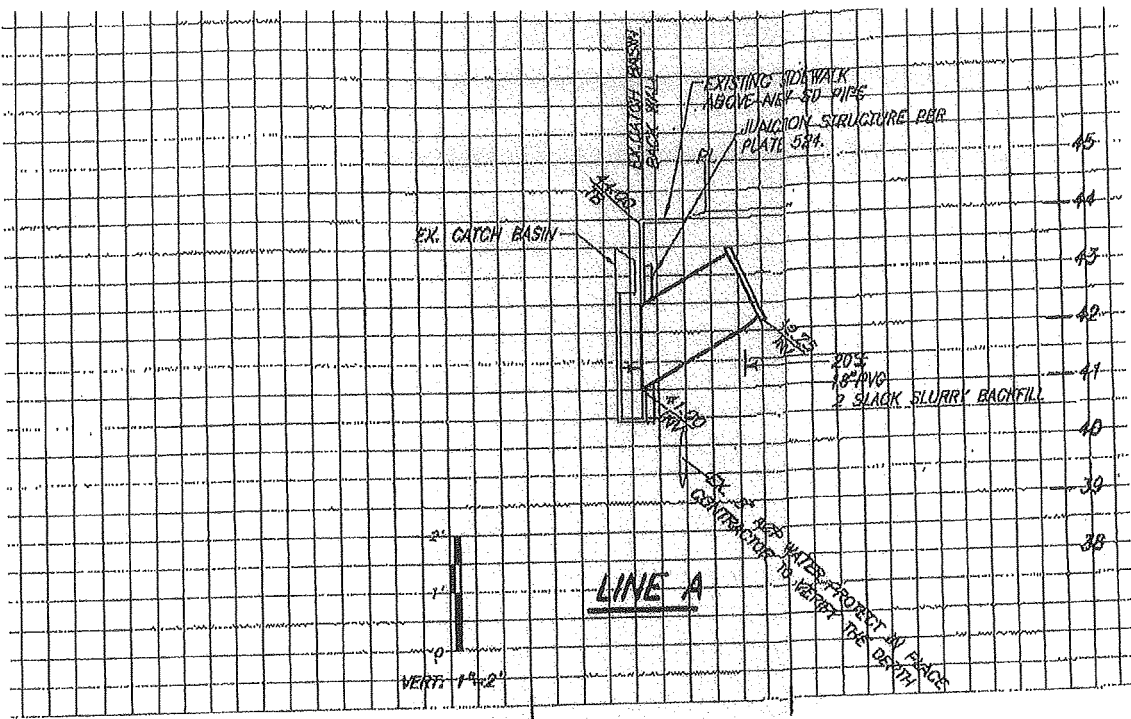
After completion of gravel pack installation and settlement to the specified design depth, a 5-foot layer of fine sand shall be placed in the annular space and serve to prevent cement intrusion into the gravel envelop around the wells screen. The preliminary design depths of the fine sand layer are shown on Plate 5A – Gravel Pack Sand Seal. The fine sand material shall

be of the type manufactured by Premier Silica, Comex Lapis Lustre, or approved equal, and conform to a 20 x 40 gradation.

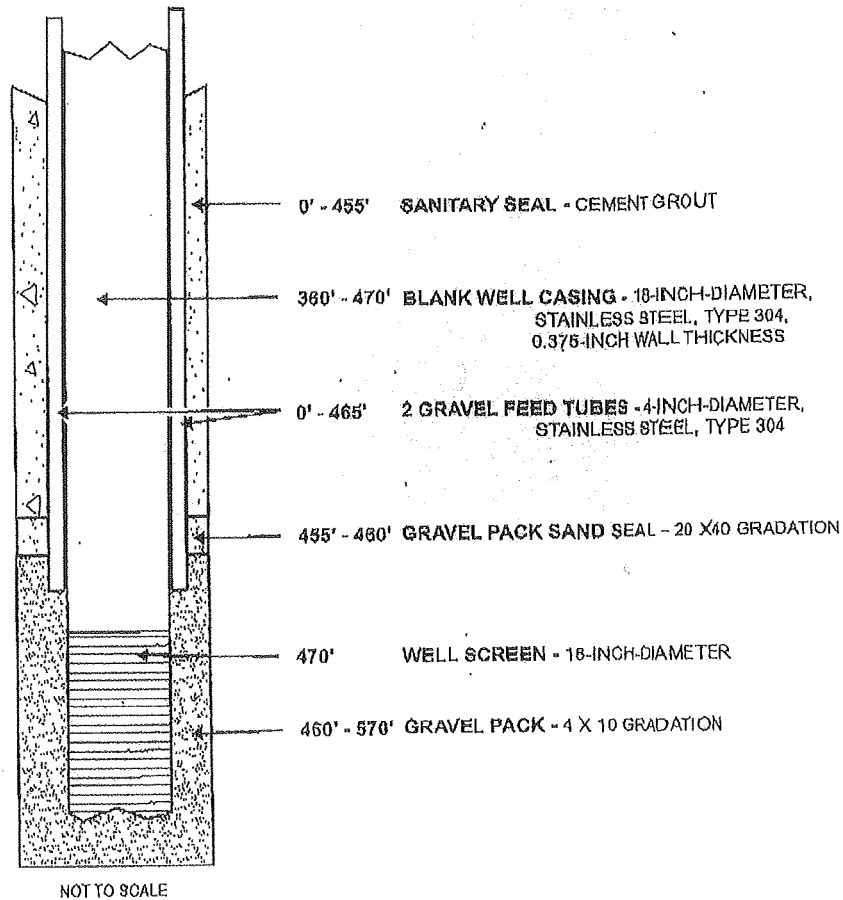
16. Addition at the top of Page F57 the last sentence of Scope shown below:

This item also includes installation and removal of approximately 1,200 feet of a 12-inch-diameter discharge piping with a with Victaulic fittings, airline, flow meter, sample port, appropriate air-vac and control valves and connection to City provided 18" pipe at existing storm drain catch basin to facilitate completion of hydraulic well development and testing.

Addendum # <u>7</u>	Date Received: <u>February 3, 2016</u>
<u>Pacific Coast Well Drilling, Inc.</u>	<u>P.O. Box 184</u>
<u>Company</u>	<u>Address of Company</u>
	<u>Templeton CA 93465-0184</u>
<u>Authorized Signature</u>	<u>City State Zip Code</u>
<u>Tyson R. Davis, President</u>	<u>(805) 434-5543</u>
<u>Name and Title, Typed</u>	<u>Telephone Number, including Area Code</u>



NEW STORM DRAIN CATCH BASIN FOR ASR WELL CONSTRUCTION



GRAVEL PACK SAND SEAL
Campus Park Groundwater
Replenishment and Reuse Project
ASR Well No. 1 Construction Project
 Oxnard, California

PLATE 5A



OSHA

SHARE



OSHA QuickTakes

Newsletter

RSS Feeds

Was this page helpful?

Occupational Safety & Health Administration

We Can Help

What's New | Offices

OSHA

[Home](#)

[Workers](#)

[Regulations](#)

[Enforcement](#)

[Data & Statistics](#)

[Training](#)

[Publications](#)

[Newsroom](#)

[Small Business](#)

[Anti-Retaliation](#)

Establishment Search Results

Establishment	Date Range	Office	State
Pacific Coast Well Drilling	02/04/2011 to 02/04/2016	all	CA

Please note that inspections which are known to be incomplete will have the identifying Activity Nr shown in *italic*. Information for these open cases is especially dynamic, e.g., violations may be added or deleted.

Sort By: [Date](#) | [Name](#) | [Office](#) | [State](#)

[Return to Search](#)

By Date

Results 1 - 1 of 1

[Get Detail](#)

[Select All](#)

[Reset](#)

#	Activity	Opened	RID	St	Type	Sc	SIC	NAICS	Vio	Establishment Name	
☐	1	316672237	12/16/2013	0950643	CA	Accident	Partial	1623	237120	4	Pacific Coast Well Drilling, Inc.

[Freedom of Information Act](#) | [Privacy & Security Statement](#) | [Disclaimers](#) | [Important Web Site Notices](#) | [International](#) | [Contact Us](#)

U.S. Department of Labor | Occupational Safety & Health Administration | 200 Constitution Ave., NW, Washington, DC 20210

Telephone: 800-321-OSHA (6742) | TTY

www.OSHA.gov



OSHA

SHARE



OSHA QuickTakes

Newsletter

RSS Feeds

Was this page helpful?

Occupational Safety & Health Administration

We Can Help

What's New | Offices



Home

Workers

Regulations

Enforcement

Data & Statistics

Training

Publications

Newsroom

Small Business

Anti-Retaliation

Inspection Detail

Note: The following inspection has not been indicated as closed. Please be aware that the information shown may change, e.g. violations may be added or deleted. For open cases, in which a citation has been issued, the citation information may not be available for 5 days following receipt by the employer for Federal inspections or for 30 days following receipt by the employer for State inspections.

Inspection: 316672237 - Pacific Coast Well Drilling, Inc.

Inspection Information - Office: Ca Van Nuys

Nr: 316672237

Report ID: 0950643

Open Date: 12/16/2013

Pacific Coast Well Drilling, Inc.

6525 Dominion Rd.

Santa Maria, CA 93455

Union Status: NonUnion

SIC: 1623/Water, Sewer, Pipeline, and Communications and Power Line Construction

NAICS: 237120/Oil and Gas Pipeline and Related Structures Construction

Mailing: P. O. Box 184, Templeton, CA 93465

Inspection Type: Accident

Scope: Partial

Advanced Notice:

N

Ownership: Private

Safety/Health: Safety

Close Conference:

03/27/2014

Close Case:

Related Activity: Type

ID

Safety

Health

Accident

102788767

Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	1			3		4
Current Violations				4		4
Initial Penalty	\$12,600			\$895		\$13,495
Current Penalty				\$7,600		\$7,600
FTA Amount						

Violation Items

#	ID	Type	Standard	Issuance	Abate	Curr\$	Init\$	Fta\$	Contest	LastEvent
1.	01001	Other	14300029 A	04/14/2014	05/17/2014	\$150	\$225	\$0	05/02/2014	F - Formal Settlement
2.	01002	Other	3203 A	04/14/2014	05/17/2014	\$225	\$335	\$0	05/02/2014	F - Formal Settlement
3.	01003	Other	3395 C	04/14/2014	05/17/2014	\$225	\$335	\$0	05/02/2014	F - Formal Settlement
4.	02001	Other	6655 D	04/14/2014	05/17/2014	\$7,000	\$12,600	\$0	05/02/2014	F - Formal Settlement

Accident Investigation Summary

Summary Nr: 202658555

Event: 12/04/2013

Driller'S Leg Is Fractured When Struck By Pipe Wrench

https://www.osha.gov/pls/imis/establishment.inspection_detail?id=316672237

2/4/2016

at an excavation site, assigned to drill a water well. Employee #1 was in the process of breaking out the drill pipe. He put a 60-inch pipe wrench on the pipe below the rotary table. After engaging the rotary table, the pipe wrench rotated, striking Employee #1's right leg and pinning it between the pipe wrench and the rig. Emergency services were called, and the Santa Barbara County Fire Department responded. Employee #1 was transported by ambulance to Marian Medical Center, where he was admitted and treated for a fracture of the right tibia and fibula. His injury required surgery, and he remained hospitalized for five days. Cal/OSHA was notified of this event by the employer at 9:40 a.m. on December 4, 2013, and by the Santa Barbara County Fire Department at 10:25 a.m. on December 4, 2013. Cal/OSHA initiated its investigation at 8:15 a.m. on December 16, 2013. Cal/OSHA conducted interviews with Employee #1, Coworker #1, and the supervisor. Based on its findings, Cal/OSHA issued a Serious Accident Related citation for CCR, Title 8, 6655(d).

Keywords: construction, drill operator, drill rig--non-oil, pipe, pipe wrench, pinned, caught between, leg, fracture, well

	Inspection	Degree	Nature	Occupation
1	316672237	Hospitalized injury	Fracture	Drillers, earth

Freedom of Information Act | Privacy & Security Statement | Disclaimers | Important Web Site Notices | International | Contact Us

U.S. Department of Labor | Occupational Safety & Health Administration | 200 Constitution Ave., NW, Washington, DC 20210

Telephone: 800-321-OSHA (6742) | TTY

www.OSHA.gov

UNITED STATES
DEPARTMENT OF LABOR[A to Z Index](#) | [En Español](#) | [Contact Us](#)

OSHA

[SHARE](#) [Facebook](#) [Twitter](#) [LinkedIn](#)

OSHA QuickTakes

[Newsletter](#)[RSS Feeds](#)

Occupational Safety & Health Administration

We Can Help

What's New

[Home](#)[Workers](#)[Regulations](#)[Enforcement](#)[Data & Statistics](#)[Training](#)[Publications](#)[Newsroom](#)[Small Business](#)[Anti-Retaliation](#)

Violation Detail

Standard Cited: 14300029 A

Violation Items

Nr: 316672237 Citation: 01001 Issuance: 04/14/2014 ReportingID: 0950643

Viol Type: Other NrInstances: 1 Contest Date: 05/02/2014

Abatement Date: 05/17/2014 X Nr Exposed: Final Order: 07/22/2015

Initial Penalty: \$225.00 REC: Emphasis:

Current Penalty: \$150.00 Gravity: Haz Category:

Penalty and Failure to Abate Event History

Type	Event	Date	Penalty	Abatement	Type	FTA Insp
Penalty	Z: Issued	04/14/2014	\$225.00	05/17/2014	Other	
Penalty	F: Formal Settlement	07/22/2015	\$150.00	05/17/2014	Other	

[Freedom of Information Act](#) | [Privacy & Security Statement](#) | [Disclaimers](#) | [Important Web Site Notices](#) | [International](#)

U.S. Department of Labor | Occupational Safety & Health Administration | 200 Constitution Ave., NW, Washington, DC 202

Telephone: 800-321-OSHA (6742) | TTY

www.OSHA.gov



UNITED STATES
DEPARTMENT OF LABOR

[A to Z Index](#) | [En Español](#) | [Contact Us](#)

OSHA

SHARE



OSHA QuickTakes

Newsletter

RSS Feeds

Occupational Safety & Health Administration

We Can Help

What's New



[Home](#)

[Workers](#)

[Regulations](#)

[Enforcement](#)

[Data & Statistics](#)

[Training](#)

[Publications](#)

[Newsroom](#)

[Small Business](#)

[Anti-Retaliation](#)

Violation Detail

Standard Cited: 3203 A (18B-CA) General Indus, Accident Preven. Program

Violation Items

Nr: 316672237	Citation: 01002	Issuance: 04/14/2014	ReportingID: 0950643
Viol Type: Other	NrInstances: 2	Contest Date: 05/02/2014	
Abatement Date: 05/17/2014	X Nr Exposed: 2	Final Order: 07/22/2015	
Initial Penalty: \$335.00	REC:	Emphasis:	
Current Penalty: \$225.00	Gravity:	Haz Category:	

Penalty and Failure to Abate Event History

Type	Event	Date	Penalty	Abatement	Type	FTA Insp
Penalty	Z: Issued	04/14/2014	\$335.00	05/17/2014	Other	
Penalty	F: Formal Settlement	07/22/2015	\$225.00	05/17/2014	Other	

[Freedom of Information Act](#) | [Privacy & Security Statement](#) | [Disclaimers](#) | [Important Web Site Notices](#) | [International](#)

U.S. Department of Labor | Occupational Safety & Health Administration | 200 Constitution Ave., NW, Washington, DC 202

Telephone: 800-321-OSHA (6742) | TTY

www.OSHA.gov



OSHA

[SHARE](#) [Facebook](#) [Twitter](#) [LinkedIn](#)[OSHA QuickTakes](#)[Newsletter](#)[RSS Feeds](#)[Was this page helpful?](#)

Occupational Safety & Health Administration

We Can Help

[What's New](#) | [Offices](#)

OSHA

[Home](#) | [Workers](#) | [Regulations](#) | [Enforcement](#) | [Data & Statistics](#) | [Training](#) | [Publications](#) | [Newsroom](#) | [Small Business](#) | [Anti-Retaliation](#)

Violation Detail

Standard Cited: 3395 C**Violation Items**

Nr: 316672237 Citation: 01003 Issuance: 04/14/2014 ReportingID: 0950643

Viol Type: Other NrInstances: 1 Contest Date: 05/02/2014

Abatement Date: 05/17/2014 X Nr Exposed: 2 Final Order: 07/22/2015

Initial Penalty: \$335.00 REC: Emphasis:

Current Penalty: \$225.00 Gravity: Haz Category:

Penalty and Failure to Abate Event History

Type	Event	Date	Penalty	Abatement	Type	FTA Insp
Penalty	Z: Issued	04/14/2014	\$335.00	05/17/2014	Other	
Penalty	F: Formal Settlement	07/22/2015	\$225.00	05/17/2014	Other	

[Freedom of Information Act](#) | [Privacy & Security Statement](#) | [Disclaimers](#) | [Important Web Site Notices](#) | [International](#) | [Contact Us](#)

U.S. Department of Labor | Occupational Safety & Health Administration | 200 Constitution Ave., NW, Washington, DC 20210

Telephone: 800-321-OSHA (6742) | TTY

www.OSHA.gov



UNITED STATES
DEPARTMENT OF LABOR

[A to Z Index](#) | [En Español](#) | [Contact Us](#)

OSHA

SHARE



OSHA QuickTakes

Newsletter

RSS Feeds

Occupational Safety & Health Administration

We Can Help

What's New



[Home](#)

[Workers](#)

[Regulations](#)

[Enforcement](#)

[Data & Statistics](#)

[Training](#)

[Publications](#)

[Newsroom](#)

[Small Business](#)

[Anti-Retaliation](#)

Violation Detail

Standard Cited: 6655 D

Violation Items

Nr: 316672237	Citation: 02001	Issuance: 04/14/2014	ReportingID: 0950643
Viol Type: Other	NrInstances: 1	Contest Date: 05/02/2014	
Abatement Date: 05/17/2014 X	Nr Exposed: 2	Final Order: 07/22/2015	
Initial Penalty: \$12,600.00	REC:	Emphasis:	
Current Penalty: \$7,000.00	Gravity:	Haz Category:	

Penalty and Failure to Abate Event History

Type	Event	Date	Penalty	Abatement	Type	FTA Insp
Penalty	Z: Issued	04/14/2014	\$12,600.00	05/17/2014	Serious	
Penalty	F: Formal Settlement	07/22/2015	\$7,000.00	05/17/2014	Other	

[Freedom of Information Act](#) | [Privacy & Security Statement](#) | [Disclaimers](#) | [Important Web Site Notices](#) | [International](#)

U.S. Department of Labor | Occupational Safety & Health Administration | 200 Constitution Ave., NW, Washington, DC 202

Telephone: 800-321-OSHA (6742) | TTY

www.OSHA.gov



State of California
Department of Industrial Relations
[Home](#) | [Labor Law](#) | [Cal/OSHA - Safety & Health](#) | [Workers' Comp](#) | [Self Insurance](#) | [Apprenticeship](#) | [Director's Office](#) | [Boards](#)

[Press Room](#) | [Contact DIR](#) | [CA.gov](#)
[Go to Search](#)

Public Works

☒ **Public Works Contractor (PWC) Registration Search**
Sub

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year:

PWC Registration Number:

Contractor Legal Name: [Contractor License Lookup](#)

License Number:

County:

Export as: ☒ Excel ☐ PDF
Search Results
 One registered contractor found. 1

v2.20160101

About DIR
 Who we are
 DIR Divisions, Boards & Commissions
 Contact DIR

Information for
 Licensing, registrations, certifications & permits
 Notification of activities
 Public Records Act

Learn More
 Site Map
 Frequently Asked Questions
 Jobs at DIR

[Conditions of Use](#) | [Privacy Policy](#) | [Disclaimer](#) | [Disability accommodation](#) | [Site Help](#)
 Copyright © 2015 State of California

Sub

Contractor's License Detail for License # 818089

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

BEHRENS AND ASSOCIATES

13806 INGLEWOOD AVENUE

HAWTHORNE, CA 90250

Business Phone Number: (800) 679-8633

Entity Sole Ownership

Issue Date 03/14/2003

Expire Date **03/31/2017**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

B - GENERAL BUILDING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.

Bond Number: 100178978

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Workers' Compensation

This license has workers compensation insurance with the TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

Policy Number: UB8E042000

Effective Date: 08/01/2014

Expire Date: 08/01/2016

Workers' Compensation History



State of California

Department of Industrial Relations

[Press Room](#) | [Contact DIR](#) | [CA.gov](#)

[Home](#) | [Labor Law](#) | [Cal/OSHA - Safety & Health](#) | [Workers' Comp](#) | [Self Insurance](#) | [Apprenticeship](#) | [Director's Office](#) | [Boards](#)

[Go to Search](#)

Public Works

Public Works Contractor (PWC) Registration Search

Sub

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year:

PWC Registration Number:

Contractor Legal Name: [Contractor License Lookup](#)

License Number:

County:

Export as: Excel | PDF

Search Results
One registered contractor found. 1

Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
View	FENCE FACTORY	1000003937	VENTURA	VENTURA	06/05/2015	06/30/2016

v2.20160101

Who we are

DIR Divisions, Boards & Commissions

Contact DIR

Licensing, registrations, certifications & permits

Notification of activities

Public Records Act

Site Map

Frequently Asked Questions

Jobs at DIR

[Conditions of Use](#) | [Privacy Policy](#) | [Disclaimer](#) | [Disability accommodation](#) | [Site Help](#)

Copyright © 2015 State of California

Contractor's License Detail for License # 275524

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
 Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.
 Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
 Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

FENCE FACTORY
 2419 PALMA DRIVE
 VENTURA, CA 93003
 Business Phone Number: (805) 644-7207

Entity: Corporation
 Issue Date: 04/19/1972
 Expire Date: 04/30/2016

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING CONTRACTOR
 C13 - FENCING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.

Bond Number: SC1016248

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Bond of Qualifying Individual

The Responsible Managing Officer (RMO) BENNETT STEVEN JOHN certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required.

Effective Date: 07/22/2008

BQI's Bond History

Workers' Compensation

An employee service group holds the workers compensation insurance.

Policy Number: RWCC48551464

Effective Date: 06/01/2015

Expire Date: 06/01/2016

Workers' Compensation History

Other



State of California

Department of Industrial Relations

[Home](#) | [Labor Law](#) | [Cal/OSHA - Safety & Health](#) | [Workers' Comp](#) | [Self Insurance](#) | [Apprenticeship](#) | [Director's Office](#) | [Boards](#)

[Press Room](#) | [Contact DIR](#) | [CA.gov](#)

Go to Search

Public Works

Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year:

PWC Registration Number:

Contractor Legal Name: [Contractor License Lookup](#)

License Number:

County:

Export as: ☒ Excel | ☐ PDF

Search Results

One registered contractor found. 1

Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
View	R. MYERS, INC.	1000010277	SAN LUIS OBISPO	MORRO BAY	07/03/2015	06/30/2016

v2.20160101

ABOUT DIR

Who we are

DIR Divisions, Boards & Commissions

Contact DIR

WHAT WE DO

Licensing, registrations, certifications & permits

Notification of activities

Public Records Act

EXACTLY HOW

Site Map

Frequently Asked Questions

Jobs at DIR

[Conditions of Use](#) | [Privacy Policy](#) | [Disclaimer](#) | [Disability accommodation](#) | [Site Help](#)

Copyright © 2015 State of California

Contractor's License Detail for License # 572254

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

R MYERS INC
PO BOX 742
MORRO BAY, CA 93442
Business Phone Number:(805) 772-1650

Entity Corporation

Issue Date 07/03/1989

Expire Date 07/31/2017

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with HUDSON INSURANCE COMPANY.

Bond Number: 30006094

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Bond of Qualifying Individual

The Responsible Managing Officer (RMO) MYERS MICHAEL RYAN certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required.

Effective Date: 05/07/2002

Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND

Policy Number: 9142853

Effective Date: 10/01/2015

Expire Date: 10/01/2016

Workers' Compensation History

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.



State of California
Department of Industrial Relations

[Press Room](#) | [Contact DIR](#) | [CA.gov](#)

[Home](#) | [Labor Law](#) | [Cal/OSHA, Safety & Health](#) | [Workers' Comp](#) | [Self Insurance](#) | [Apprenticeship](#) | [Director's Office](#) | [Boards](#)

[Go to Search](#)

[Public Works](#)


Public Works Contractor (PWC) Registration Search
Sub

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code).

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year:

Current Fiscal Year: 2015/16 

PWC Registration Number:

example: 1234567890

Contractor Legal Name:

Sam Hill 

Contractor License Lookup

License Number:

example: 606309 (CSLB)

County:

Select County 

Search

Reset

Export as:  Excel |  PDF

Search Results
 One registered contractor found. 1

Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
View	SAM HILL & SONS, INC	1000008073	VENTURA	VENTURA	08/27/2015	06/30/2016

v2.20160101

[About DIR](#)
 Who we are
 DIR Divisions, Boards & Commissions
 Contact DIR

[Public Records Act](#)
 Licensing, registrations, certifications & permits
 Notification of activities
 Public Records Act

[Contact DIR](#)
 Site Map
 Frequently Asked Questions
 Jobs at DIR

[Conditions of Use](#) | [Privacy Policy](#) | [Disclaimer](#) | [Disability accommodation](#) | [Site Help](#)

Copyright © 2015 State of California

Contractor's License Detail for License # 648594

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

SAM HILL & SONS INC

P O BOX 5670

VENTURA, CA 93005

Business Phone Number: (805) 644-6278

Entity Corporation

Issue Date 06/24/1992

Expire Date **06/30/2016**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with NATIONWIDE MUTUAL INSURANCE COMPANY.

Bond Number: 7900396732

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Bond of Qualifying Individual

The Responsible Managing Officer (RMO) HILL RONALD LEE RAYMOND certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required.

Effective Date: 07/25/2001

Workers' Compensation

This license has workers compensation insurance with the TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

Policy Number: DTJUB7907B654

Effective Date: 04/01/2013

Expire Date: 04/01/2016

Workers' Compensation History

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.

CITY OF OXNARD
SPECIFICATION NUMBER UD15-24R (REBID)

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Pacific Coast Well Drilling Inc.

Pursuant to the Subletting and Subcontracting Fair Practices Act, Public Contract Code Sections 4104 et seq., each bidder submitting bids for the construction of any public work or improvement shall set forth:

- A. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, in an amount in excess of one-half of one percent (1/2 of 1%) of the prime contractor's total bid or, in the case of bids for the construction of streets or highways, including bridges, in excess of one-half of one percent (1/2 of 1%) of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.
- B. The portion of the work which will be done by each such subcontractor. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in his or her bid.

The information requested below must be filled out completely.			This information must be provided now or via fax (805 385-8360) within 24 hours of bid opening-	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OF WORK	STATE LICENSE	
			NUMBER	CLASS
1. Anderra Energy Services, LLC JD TD	918 Mission Rock Rd Ste 21 JD TD Santa Paula, CA 93060	Drill And/ Cuttings Disposal JD TD	990927 JD TD	A JD TD
2. Behrens and Assoc., Inc.	13806 Inglewood Ave Hawthorne, CA 90250	Sound Barrier	818089 (DIR: 100008095)	B
3. Conejo Concrete Dumping Svc, Inc. JD TD	3401 Grande Vista Dr Ste 821 Newbury Park, CA 91319 JD TD	Concrete Dumping JD TD	823629 JD TD	C61 106 JD TD

**Bidder's Failure to Complete
 All Items Contained On This Page
 May Cause Rejection of Your Bid**

**CITY OF OXNARD
SPECIFICATION NUMBER UD15-24R (REBID)**

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Pacific Coast Well Drilling, Inc.

The information requested below must be filled out completely.			This information must be provided now or via fax (805 385-8360) within 24 hours of bid opening.	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OF WORK	STATE LICENSE	
			NUMBER	CLASS
4. Fence Factory Rentals	P.O. Box 7420 Ventura, CA 93006	Security Fence Restrooms	275524 (DIR: 1000003437)	A/ C13
5. Meyers Drilling	P.O. Box 742 Morro Bay, CA 93443	Foundation Drilling	572254 (DIR: 1000010277)	A
6. Sam H. Ward Sons, Inc.	P.O. Box 5670 Ventura, CA 93005	Under ground Utilities	648594 (DIR: 1000009073)	A
7.				
8.				
9.				

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

CITY OF OXNARD
SPECIFICATION NUMBER UD15-24R (REBID)

REFERENCES

BIDDER'S NAME Pacific Coast Well Drilling, Inc.

Bidders are required to list at least three references for similar work as described in these specifications. This information will enable the City to evaluate the bidder's responsibility, experience, skill and business and financial position.

Project Description		
See Attached Well Completion Report		
Owner	Project Location	
Camrosa Water District	Camarillo, CA	
Project Cost	Project Manager	Telephone
\$ 899,888	Curtis Hopkins	(805) 653-5306

Project Description		
See Attached Well Completion Report		
Owner	Project Location	
Beans Ranch, LLC	Fillmore, CA	
Project Cost	Project Manager	Telephone
\$ 535,279	Jordan Kear	(805) 512-1516

Project Description		
See Attached Well Completion Report (multiple)		
Owner	Project Location	
El Capitain Mutual Water Co.	Golita, CA	
Project Cost	Project Manager	Telephone
\$ 294,460	Mike Burke	(805) 620-2202



SIGNATURE OF BIDDER

Tyson R. Davis

**Bidder's Failure to Complete
 All Items Contained On This Page
 May Cause Rejection of Your Bid**

General Services Contract Procurement
 1060 Pacific Ave., Bldg. 2, Oxnard, CA 93030
 (805) 200-5289 – FAX (805) 385-8360



Project: UD15-24R ASR Water Well No. 1 – Campus Park Wellfield

Contractor: Pacific Coast Well Drilling, Inc. (Lower Bidder)
 75 Main Street
 Templeton, CA 93465
 805-434-5543
tyson@pcwelldrilling.com

REFERENCES:

- | | | | |
|----|-------------------------------------|-------------------|---|
| 1. | Camrosa Water District | 805-482-8063 | Terry Curson |
| | Would you hire again? | 1 – 10 <u>8</u> | (YES) |
| | Work –timely & correct? | 1 – 10 <u>10</u> | (YES) |
| | Paperwork –timely & correct | 1 – 10 <u>8</u> | (YES) |
| | Payroll tracking- timely & correct | 1 – 10 <u>N/A</u> | (3 RD party – LCP) |
| | Any issues? | No | |
| 2. | Beans Ranch, LLC | 805-512-1516 | Jordan Kear |
| | Would you hire again? | 1 – 10 <u>10</u> | (YES) |
| | Work –timely & correct? | 1 – 10 <u>9</u> | (YES) |
| | Paperwork- timely & correct? | 1 – 10 <u>9</u> | (YES) |
| | Payroll tracking –timely & correct | 1 – 10 <u>9</u> | (YES) |
| | Any issues? | No | |
| 3. | El Capitan Mutual Water Co. | 805-620-2202 | Mike Burke – mburke@pueblo-water.com |
| | Would you hire again? | 1 – 10 <u>9</u> | |
| | Work- timely & correct? | 1 – 10 <u>9</u> | |
| | Paperwork –timely & correct | 1 – 10 <u>9</u> | |
| | Payroll tracking – timely & correct | 1 – 10 <u>N/A</u> | |
| | Any issues? | No | |

(Rate on a scale from 1-10 with 10 being highest/most likely yes and 1 being lowest/most likely no)

NOTICE TO BIDDERS

The Oxnard City Council has authorized the invitation to bid on Project Specification Number UD15-24R (REBID) for the ASR Water Well No. 1-Campus Park Wellfield Project. The scope of work is to construct, develop and test a municipal water supply aquifer storage and recovery well that is to be drilled by using either the conventional direct circulation or reverse circulation rotary drilling method as specified. The work designated in this specification will require the Contractor to possess a State of California Water Well Drilling Contractor's License, Class C-57 to be considered as a prime contractor qualified for award of this project. Per City policy no engineer's construction estimate is provided for public bid projects. Public Works Contractor Registration Law (SB854) requires that all Contractors and Subcontractors be registered with the DIR.

Plans and Specifications will ONLY be available to review or for purchase directly from the City's online Plan Room, CyberCopy - www.cybercopyreprographics.com or phone (805) 642-3292; fax (805) 715-1535 for a non-refundable fee of \$75.00 plus \$20.00 shipping and handling starting on MONDAY, MAY 25, 2015. The Plans and Specifications may be obtained in electronic medium format-CD's for a non-refundable fee of \$35.00 including shipping and handling. For further bid information you may contact General Services Contract Procurement Office, Phone (805) 385-7821.

A MANDATORY Pre-Bid Conference will be held in the City Council Chambers, Civic Center, 305 W. Third St., Oxnard at 9:30 A.M. on WEDNESDAY, JUNE 3, 2015. All prospective bidders MUST attend.

Some or all of this project is funded by Federal Grant funds and all applicable rules must be followed. All contractors will pay prevailing wages for each classification and type of worker under Davis-Bacon or California State Department of Industrial Wage Determinations. The HIGHER of the State or Federal Wage Rate shall be used. These determinations are included in the specifications. All pertinent wage determinations must be posted on the job site. A 10% Bid Bond is required for all bids submitted and the successful Bidder will be required to provide a Payment & Performance Bond equal to 100% of the contract price. Successful Bidder may request that the City enter into an Escrow Agreement for security deposits in lieu of retention.

Each bid shall be submitted on the bid documents (BLUE BID SHEETS) provided by the On-Line Plan Room for the City and the bidder MUST be a PLAN HOLDER OF RECORD. All bids must be received at the Office of the City Clerk, Administration Building, 305 West Third Street (East Wing), Oxnard, CA 93030 before 2:00 P.M. on WEDNESDAY, JUNE 24, 2015. Immediately thereafter all bids shall be publicly opened by the City Clerk and Purchasing Agent in the Council Chambers, 305 West Third Street, Oxnard, CA 93030.

FOR INFORMATION REGARDING THIS PROJECT PLEASE DIRECT ALL QUESTIONS TO GENERAL SERVICES – 805-385-7821.

Certificate of Publication

Ad #539080

In Matter of Publication of:

Public Notice

State of California)

))§

County of Ventura)

I, **Maria Rodriguez**, hereby certify that the **Ventura County Star Newspaper** has been adjudged a newspaper of general circulation by the Superior Court of California, County of Ventura within the provisions of the Government Code of the State of California, printed in the City of Camarillo, for circulation in the County of Ventura, State of California; that I am a clerk of the printer of said paper; that the annexed clipping is a true printed copy and publishing in said newspaper on the following dates to wit:

May 22, 29, 2015

I, Maria Rodriguez certify under penalty of perjury, that the foregoing is true and correct.

Dated this May 29, 2015; in Camarillo, California, County of Ventura,



Maria Rodriguez
(Signature)

NOTICE TO BIDDERS

The Oxnard City Council has authorized the invitation to bid on Project Specification Number UD-15-34R(REDID) for the ASR Water Well No. 1 Campus Park Wellfield Project. The scope of work is to construct, develop and test a municipal water supply aquifer storage and recovery well that is to be drilled by using either the conventional direct circulation or reverse circulation rotary drilling method as specified. The work designated in this specification will require the Contractor to possess a State of California Water Well Drilling Contractor's License, Class C-57 to be considered a prime contractor qualified for award of this project. Public Works Contractor Registration Law (SB854) requires that all contractors and subcontractors be registered with the DBP. Per City policy no engineer's construction estimate is provided for public bid projects.

Plans and Specifications will ONLY be available to review or for purchase directly from the City's online Plan Room CyberCopy. Plans CyberCopy record access can be done by phone (805) 642-3252; fax (805) 642-3253 for a non-refundable fee of \$75.00 plus \$20.00 shipping and handling starting on MONDAY, MAY 25, 2015. The Plans and Specifications may be obtained in electronic medium format CDs for a non-refundable fee of \$35.00 including shipping and handling. For further bid information you may contact General Services Contract Procurement Office, Phone (805) 385-7621.

A MANDATORY Pre-Bid Conference will be held in the City Council Chambers, Civic Center, 305 W. Third St., Oxnard at 9:30 A.M. on WEDNESDAY, JUNE 3, 2015. All prospective bidders MUST attend.

Some or all of this project is funded by Federal Grant funds and all applicable rules must be followed. All contractors will pay prevailing wages for each classification and type of worker under Davis-Bacon or California State Department of Industrial Wage Determinations. The HIGHER of the State or Federal Wage Rate shall be used. These determinations are included in the specifications. All pertinent wage determinations must be posted on the job site. A 10% Bid Bond is required for all bids submitted and the successful Bidder will be required to provide a Payment & Performance Bond equal to 100% of the contract price. Successful Bidder may request that the City enter into an Escrow Agreement for security deposits in lieu of retention.

Each bid shall be submitted on the bid documents (BLU- BID SHEETS) provided by the On-Line Plan Room for the City and the bidder MUST be a PLAN HOLDER OF RECORD. All bids must be received at the Office of the City Clerk, Administration Building, 305 West Third Street (East Wing), Oxnard, CA 93033 before 1:00 P.M. on WEDNESDAY, JUNE 24, 2015. Immediately thereafter all bids shall be publicly opened by the City Clerk and Purchasing Agent in the Council Chambers, 305 West Third Street, Oxnard, CA 93033.

FOR INFORMATION REGARDING THIS PROJECT PLEASE DIRECT ALL QUESTIONS TO GENERAL SERVICES - 805-385-7621.

Ad Dates: 05/22/15, 05/29/15 Ad No.539080

In the Superior Court of the State of California

N.2.g

IN AND FOR THE COUNTY OF VENTURA CERTIFICATE OF PUBLICATION

TYPE OF NOTICE

NOTICE TO BIDDERS

UD15-24R (REBID) FOR THE ASR WATER
WELL NO. 1-CAMPUS PARK WELLFIELD
PROJECT

STATE OF CALIFORNIA
COUNTY OF VENTURA

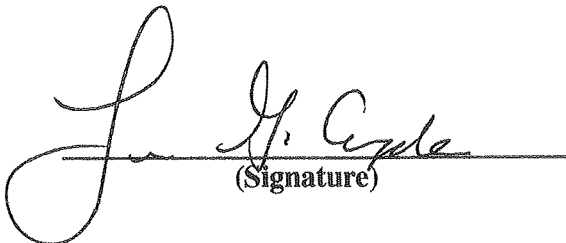
I Luis Ayala

hereby certify that Ventura County VIDA Newspaper, is a newspaper of general circulation within the provision of the Government Code of the State of California, printed and published in the County of Ventura, State of California; that I am the Principal Clerk of said newspaper; that the annexed clipping is a true printed copy and published in said newspaper on the following dates, to wit.

May 21, 28, 2015

I certify under penalty of perjury that the foregoing is true and correct, at Oxnard, County of Ventura, State of California, on the

28th day of May 2015


(Signature)

NOTICE TO BIDDERS

The Oxnard City Council has authorized the invitation to bid on Project Specification Number UD15-24R (REBID) for the ASR Water Well No. 1-Campus Park Wellfield Project. The scope of work is to construct, develop, and test a municipal water supply aquifer storage and recovery (ASR) well that will be drilled by using either the conventional direct circulation or reverse circulation rotary drilling method as specified. The work designated in this specification will require the Contractor to possess a State of California Water Well Drilling Contractors License, Class C-57 to be considered as a prime contractor qualified for award of this project. Public Works Contractor Registration Law (SB 854) requires that all Contractors and Subcontractors be registered with the DIR. The City of Oxnard does not provide engineer's construction estimates for any public bid project.

Plans and Specifications will ONLY be available to review or for purchase directly from the City's online Plan Room: CyberCopy - www.cybercopyreprographics.com or phone (805) 642-3292; fax (805) 715-1535 for a non-refundable fee of \$75.00 plus \$20.00 shipping and handling starting on MONDAY, MAY 25, 2015. The Plans and Specifications may also be obtained in CD format for \$35.00 including shipping & handling. For information you may contact General Services Contract Procurement Office, Phone (805) 385-7821.

A MANDATORY Pre-Bid Conference will be held in the City Council Chambers, Civic Center, 305 W. Third St., Oxnard at 9:30 A.M. on WEDNESDAY, JUNE 3, 2015. All prospective bidders MUST attend.

Some, or all, of this project is funded by Federal Grant funds and all applicable rules must be followed. All contractors will pay prevailing wages for each classification and type of worker under David Bacon or the California State Department of Industrial Wage Determinations. The HIGHER of the State or Federal Wage Rate shall be used. These determinations are included in the specifications. All pertinent wage determinations must be posted on the job site. A 10% Bid Bond is required for all bids submitted and the successful Bidder will be required to provide a Payment & Performance Bond equal to 100% of the contract price. Successful Bidder may request that the City enter into an Escrow Agreement for security deposits in lieu of retention.

Each bid shall be submitted on the bid documents (BLUE BID SHEETS) provided by the On-Line Plan Room for the City and the bidder MUST be a PLAN HOLDER OF RECORD. All bids must be received at the Office of the City Clerk, Administration Building, 305 West Third Street (East Wing), Oxnard, CA 93030 before 2:00 P.M. on WEDNESDAY, JUNE 24, 2015. Immediately thereafter all bids shall be publicly opened by the City Clerk and Purchasing Agent in the Council Chambers, 305 West Third Street Oxnard, CA



Meeting Date: 2/10/15

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s) _____	☐ Report
☐ Res. No(s) _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Jay Duncan, Contract & Grant Coordinator

Agenda Item No. 5-9

Reviewed By: City Manager

City Attorney

Finance

Public Works

DATE: January 28, 2015

TO: City Council

FROM: Daniel Rydberg, P.E., Interim Utilities Director
Utilities DepartmentSUBJECT: Plans and Specifications No. UD 15-24 Aquifer Storage and Recovery (ASR) Well
No. 1 Project – River Ridge Golf Club**RECOMMENDATION**

That City Council approves Project Specifications No. UD 15-24 for the construction of ASR (aquifer storage and recovery) and monitoring wells as part of the Groundwater Replenishment Reuse Project and authorize staff to solicit bids.

DISCUSSION

The City of Oxnard has been actively participating in the countywide Integrated Regional Water Management (IRWM) effort since 2002. In September 2008, the Council approved a Memorandum of Understanding (MOU) with the County of Ventura, the cities of the County and numerous other agencies, collectively known as the Watersheds Coalition of Ventura County (WCVC), in order to pursue grant funding available for regional water projects.

In April 2014, Draft RWM Drought Grant Program Guidelines were issued by the California Department of Water Resources (DWR). A competitive grant application needs to include a group of projects that cover the entire WCVC region. The construction of ASR and monitoring wells as part of the Groundwater Replenishment Reuse Project fit these guidelines. In May 2014 the WCVC general membership ratified the final suite of projects chosen to be included in its application and will submit its grant application to the California Department of Water Resources (CDWR) on July 3, 2014.

In September 2014, staff received notification that the City could be awarded a \$1,125,000 grant to Oxnard for the ASR Well at the golf course. The project consists of the construction of an aquifer storage and recovery (ASR) well and monitoring wells to demonstrate effectiveness of groundwater replenishment with recycled water from Oxnard's Advanced Water Purification Facility (AWPF). In the near term the project will result in indirect potable reuse of approximately 1,500 acre-feet per year; in the long-term the project will result in reuse of 7,000 acre-feet per year. These factors will allow the City to store water in times of low demand and use in high demand peaks. This is the first of six to nine wells for an ASR facility producing 7,000 acre feet per year.

**Plans and Specifications No. UD 15-24 Aquifer Storage and Recovery (ASR) Well Project --
River Ridge Golf Course**
January 28, 2015
Page 2

FINANCIAL IMPACT

The IRWM Drought Grant and Water Enterprise Funds are available to meet the anticipated costs of the project. After the project bids are received and evaluated, staff will return to City Council to recommend approval of the lowest responsible bidder and appropriate funding.

JD:jd

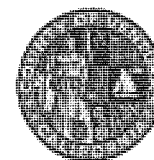
Attachment #1 - County of Ventura Notification of Grant Awards on Behalf of The Watershed Coalitions of Ventura County

Attachment #2 - Project Site Map

Note: Plans and specifications for UD 15-24 for the Aquifer Storage and Recovery Project are available for review at the City of Oxnard Corporation Yard, General Services Department, Building No. 2, 1600 Pacific Avenue, from 8:00 a.m. on Thursday prior to the City Council Meeting.



Media Release



FOR IMMEDIATE RELEASE
November 12, 2014

CONTACT: Sue Hughes, Deputy Executive Officer
County of Ventura
Chair, WCVC
(805) 654-3836
Cell (805) 218-6513

COUNTY OF VENTURA, ON BEHALF OF THE WATERSHEDS COALITION OF VENTURA COUNTY, AWARDED \$8.4 MILLION FOR SIX PROJECTS ACROSS VENTURA COUNTY

Ventura County, California – The County of Ventura, on behalf of the Watersheds Coalition of Ventura County, is pleased to announce the receipt of an \$8.4 million Proposition 84, 2014 Drought Funding Implementation Grant from the California Department of Water Resources for the implementation of integrated water management projects focused on helping the region cope with drought.

The Watersheds Coalition of Ventura County, a diverse group of stakeholders representing more than 60 agencies and organizations, was formed in 2006 to address water supply, water quality, environmental and habitat protection, and flood control and stormwater issues through Integrated Regional Water Management Planning in the Calleguas Creek, Santa Clara and Ventura River Watersheds.

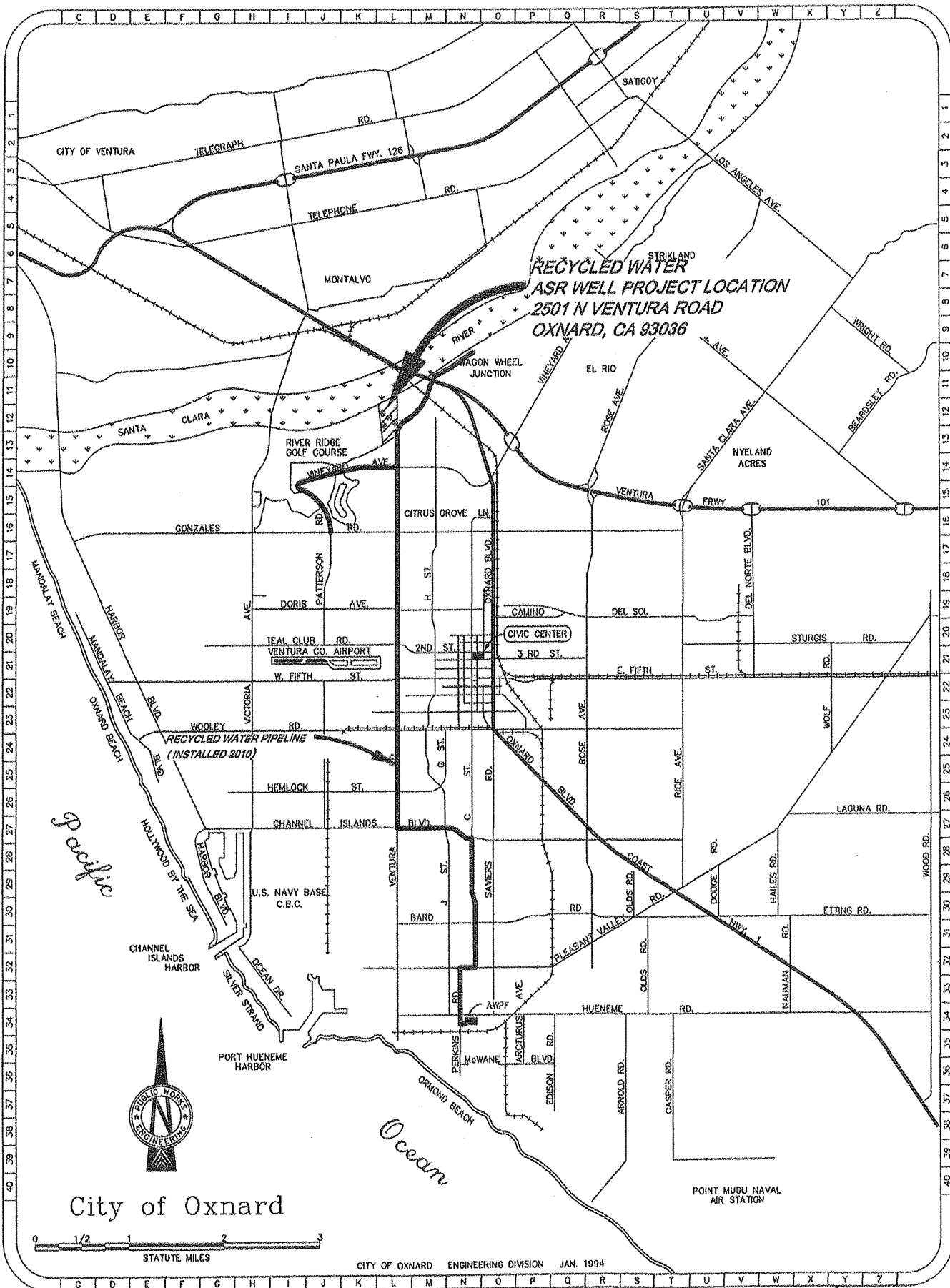
The \$8.4 million grant, with a local match of more than \$9 million, will provide funding for the following important water management projects in Ventura County:

- ◆ Ventura County Agricultural Water Use Efficiency Program – Ventura County Watershed Protection District (\$1.71 M)
- ◆ Salinity Management Pipeline, Phase 2D – Calleguas Municipal Water District (\$1.88 M)
- ◆ Pleasant Valley Well – Camrosa Water District (\$.90 M)
- ◆ El Rio Retrofits for Groundwater Recharge – County of Ventura (\$.96 M)
- ◆ Groundwater Recharge and Reuse – City of Oxnard (\$1.13 M)
- ◆ Lake Casitas Aeration – Casitas Municipal Water District (\$.89 M)
- ◆ San Antonio Creek Arundo Removal Project – Ojai Valley Land Conservancy – (\$.90 M)

Information regarding the Watersheds Coalition of Ventura County is available on the Coalition's website at www.watershedscoalition.org. A copy of the grant application containing details regarding these seven projects can be found at:
http://www.ventura.org/wcvc/prop84/submitted_implementation_grants.htm

Funding for this project is being provided in full or in part through an agreement with the California Department of Water Resources

ATTACHMENT #1
PAGE 1 OF 1



ATTACHMENT #2
 PAGE 1 OF 1

This Page Intentionally Left Blank



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: 3

DATE: May 17, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Daniel Rydberg, Public Works Director

SUBJECT: First Amendment to Agreement with Agromin for Organic Waste Recycling Services at Agromin Facilities Located at Limoneira Farms in Santa Paula and Simi Valley Recycling Center in Simi Valley (Agreement No. A-7662) - (5/10)

CONTACT: Todd Vasquez-Housley, Public Works
toddvhousley@oxnard.org, 805-890-3153

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute a First Amendment with Agromin to increase the amount by \$2,000,000 from an initial agreement value of \$1,575,000 to a total of \$3,575,000 and to extend the expiration date from March 26, 2016 to March 26, 2018, for organic waste recycling services at Limoneira Farms located at 12390 Telegraph Road in Santa Paula, California and at the Simi Valley Recycling Center (SVRC) located at 2801 Madera Road in Simi Valley (Agreement No. A-7662).

BACKGROUND

The Environmental Resources Division collects approximately 14,000 tons per year of organic waste (yard trimmings, wood and food scraps) from its residential curbside program and 11,000 tons per year from diversion efforts at the Del Norte Regional Recycling and Transfer Station (Del Norte Facility). At the Del Norte Facility organic waste is sorted, cleaned to less than 1% contamination, loaded into semi tractor-trailers, and currently hauled to Agromin facilities located at Limoneira Farms in Santa Paula and Simi Valley Landfill Recycling Center in Simi Valley. Recycling organic waste maintains compliance with waste diversion mandates and recommendations from the State of California. Additionally, products generated through organic waste processing promote water conservation through the use of mulch and compost, and reduce

First Amendment to Agreement with Agromin for Yard Trimmings and Wood Waste Recycling Services

May 17, 2016

Page 2

the use of petroleum and chemical-based fertilizers, pesticides and herbicides. Each ton of organic waste that is diverted from the landfill is credited to the City as diversion in the annual reporting.

On December 26, 2013, the City issued a Request for Proposal (RFP) seeking a firm to receive and recycle organic waste from the City of Oxnard. The RFP was sent to eleven potential service providers. On January 6, 2014, a pre-proposal meeting was held and four firms were in attendance. Two firms submitted proposals before the RFP closing date. After staff's review of the proposals, Agromin was determined to be the most qualified firm based upon the selection criteria. On March 26, 2014, Council approved the Agreement with Agromin for a period of two (2) years. The original Agreement states that it "may be renewed for two (2) additional consecutive one-year terms upon written approval."

Since July, 2013 the City has transported organic waste to the Agromin facilities at Limoneira Farms in Santa Paula and Simi Valley Landfill Recycling Center in Simi Valley. Agromin has continued to be responsive, provide quality organic processing and value-added services to the City of Oxnard.

Rates provided by Agromin for the processing of organic waste were only set through the initial contract duration. With this two-year contract extension proposal, Agromin proposes rate increases that are significantly higher than the rates included in the original contract (the reasons for these increases are further articulated below). However, the increases proposed are progressive over the proposed two (2) year term and significantly less than they would be for a one-year extension. Additionally, the proposed two (2) year term allows either party to cancel within ninety (90) days for any reason. Considering the results of the initial bid process in December of 2013 and further evaluation of local options outside of Agromin indicates that the City would not benefit from a re-bid process at this time. It should be noted that the firm submitting the second bid in 2013 is no longer in business and no other options exist in Ventura County at this time. The nearest viable alternative for these services is Synagro in Taft, CA; an average round trip distance of 260 miles and 5 hours to complete. The Agromin Limoneira facility is an average round trip distance of 37 miles and 55 minutes to complete. The Agromin Simi Valley Landfill facility is an average round trip distance of 70 miles and 70 minutes to complete. The significant increase in distance would not only increase the trucking charges, it would also require more vehicles to convey the same amount of material. For these reasons, staff is recommending authority to extend the agreement for two (2) years. Due to the challenges facing the waste industry in regard to organic waste recycling, Public Works staff is in the process of initiating an Environmental Resources Optimization Planning and Implementation project to evaluate operational efficiencies and alternative options for organic waste processing. Staff intends to present the results of this project, with recommendations to Council prior to the March 26, 2018 expiration of this proposed two (2) year extension.

Organic waste processing firms such as Agromin are facing challenges that significantly increase the cost of operations due to new regulations by the State of California Department of Resources

First Amendment to Agreement with Agromin for Yard Trimmings and Wood Waste Recycling Services
 May 17, 2016
 Page 3

Recycling and Recovery (CalRecycle) to divert 50% more organics from landfills; State of California Water Resources Control Board regulations for storm water runoff at composting sites; and federal mandates for employee medical insurance. For a two (2) year proposed extension, Agromin is proposing progressive rates to minimize the impact on the City and ratepayers. Agromin proposes to increase yard trimmings from \$35.45/ton to an average of \$41.82/ton (18% average increase); wood waste from \$28.65/ton to an average of \$33.74/ton (18% average increase); and food waste from \$46.39/ton to an average of \$52.40/ton (13% average increase). The following table depicts the actual proposed increases for specific periods of time over the term of the proposed two (2) year extension:

	Start Date	Rate Per Material Ton							
Quarterly Dates	4/1/16	7/1/16	10/1/16	1/1/17	4/1/17	7/1/17	10/1/17	1/1/18	Avg. Rate
Yard Trimmings 80% of volume	\$36.87	\$38.28	\$39.70	\$41.12	\$42.53	\$43.95	\$45.36	\$46.78	\$41.82
Wood Waste 20% of volume	\$29.78	\$30.91	\$32.04	\$33.18	\$34.31	\$35.44	\$36.57	\$37.70	\$33.74
Food Waste <1% of volume	\$48.02	\$49.27	\$50.52	\$51.77	\$53.02	\$54.27	\$55.52	\$56.77	\$52.40

During the proposed two-year term extension, the Del Norte Facility is projected to collect approximately 50,000 tons of organic waste comprised of approximately 80% from residential yard trimmings and 20% from construction/demolition wood waste diverted from the Del Norte waste stream. Since the City began operation of the Del Norte Facility on February 1, 2014, organic material diverted from the waste stream has increased from approximately 6,000 tons per year to 11,000 tons per year compared to the former operator. Recycling organic waste not only benefits the City by meeting CalRecycle mandates and recommendations, but also positions the City with a reliable source of organic waste to supply planned renewable energy projects; most significant of these projects is a Compressed Natural Gas (CNG) truck fueling facility planned for Del Norte.

The original Agreement provides extra value to Oxnard residents and City departments by providing up to 50,000 four-quart compost bags at no cost for special community events such as: Earth Day, America Recycles Day, Strawberry Festival, and workshops hosted by the Environmental Resources Division. Also, additional soil amendment products for City parks and landscaping areas are available at a 30% discount from retail price. Agromin will continue to honor these value-added items in their proposed Amendment.

First Amendment to Agreement with Agromin for Yard Trimmings and Wood Waste Recycling Services
May 17, 2016
Page 4

FINANCIAL IMPACT

The estimated value of the First Amendment is \$2,000,000 through the two-year extension ending March 26, 2018 and is funded by the Environmental Resources Enterprise Fund. Funding in the amount of \$270,000 is available in the Environmental Resources Enterprise Fund Account Number 631-6316-842-8280 (Solid Waste-Greenwaste Conversion-Contractual-Greenwaste Processing) to cover the cost of organic recycling services by Agromin for the remaining period of Fiscal Year 2015-16. These funds were approved by Council through the Fiscal Year 2015-16 budget process. The remaining costs for organic recycling services will be included in the recommended budgets for Fiscal Year 2016-17 and 2017-18.

ATTACHMENTS:

Attachment A - First Amendment to Agreement No. A-7662

Attachment B - Agreement No. A-7662

Agreement No. A-7662

FIRST AMENDMENT TO AGREEMENT FOR TRADE SERVICES

This First Amendment ("First Amendment") to the Agreement to Receive Yard Trimmings and Wood Waste Materials and Process for Reuse ("Agreement") is made and entered into in the County of Ventura, State of California, this ____ day of May, 2016, by and between the City of Oxnard, a municipal corporation ("City"), and Agromin, Incorporated ("Contractor"). This First Amendment amends the Agreement entered into on March 26, 2014, by City and Contractor.

City and Contractor agree as follows:

1. In the recitals of the Agreement, the following recital is deleted:

"WHEREAS, the City at the Del Norte Facility removes non-organic and/or residual debris from yard trimmings and wood material and transports this material to Contractor's processing center; and,"

2. In the recitals of the Agreement, the following recital is added:

"WHEREAS, the City at the Del Norte Facility removes non-organic and/or residual debris from yard trimmings and wood waste consisting of material with less than 1% percent residual that is transported to the Contractor's processing center; and,"

3. In the recitals of the Agreement, the following recital is added:

"WHEREAS, Contractor operates a yard trimmings and wood material processing center at 2801 Madera Road, Simi Valley, California for the purpose of receiving, grinding, processing, marketing or cultivate reusable materials from such yard trimmings and wood waste; and"

4. Subsection (c) of Section 1 shall be deleted and replaced in its entirety as follows: "**Residuals** shall mean non-processable materials left over after Materials delivered to Contractor by the City are processed and which must be disposed of as waste in a permitted facility. Residuals include paper, plastic, metal, glass, cement, trash, or any foreign substance that is not yard Trimmings, Wood Waste or Food Waste."
5. Subsection (d) of Section 1 shall be deleted and replaced in its entirety as follows: "**Materials** shall mean yard Trimmings, Wood Waste, Food Waste and Residuals."
6. Subsection (e) of Section 1 shall be deleted and replaced in its entirety as follows: "**Processed Materials** shall mean Yard Trimmings, Wood Waste or Food Waste that is either separated at the point of generation, or separated at a centralized facility and processed by methods to minimize Residuals such as grinding, shredding, screening, source separating for grain size, or processing means."

7. Add subsection (f) to Section 1 as follows: **“Food Waste** shall mean a waste material of plant or animal origin that results from the preparation or processing of food for animal or human consumption; and that is separated from the municipal solid waste stream. Food waste includes, but is not limited to, food waste from food facilities as such as restaurants, food processing establishments, grocery stores, institutional cafeterias such as, schools and hospitals, and residential food scrap collection.”
8. The first paragraph of Section 3 is deleted and replaced to read:

“The City shall deliver Materials it collects from residential, commercial and industrial communities in Oxnard and surrounding areas at the Del Norte Facility for sorting out Residuals and transporting the Material to the Contractor’s processsing center located at 12390 Telegraph Road In Santa Paula, California or at 2801 Madera Road, Simi Valley, California. The City shall deliver clean Yard Trimmings and clean Wood Waste it collects at the Del Norte Facility from permitted haulers and self-haul customers to the Contractor’s processing center located at 12390 Telegraph Road in Santa Paula, California or at 2801 Madera Road, Simi Valley, California. City and Contractor agree and acknowledge that City delivered Materials contain Residuals, the percentage of which Residuals varies from load to load of Materials.”
9. As of the date of this First Amendment, Section 7 (a) through (d) of the Agreement is hereby deleted and replaced with Exhibit 2 attached here-to.
10. In Section 10 of the Agreement, the date “March 26, 2016” shall be deleted and replaced by “March 26, 2018.”
11. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

CONTRACTOR

 Tim Flynn, Mayor

 Bill Camarillo, Chief Executive Officer
 Agromin, Incorporated

ATTEST:

APPROVED AS TO FORM:

 Daniel Martinez, City Clerk

 Stephen M. Fischer, ~~Interim~~ City Attorney

APPROVED AS TO INSURANCE:

APPROVED AS TO CONTENT:

 Risk Manager

 Daniel Rydberg, Public Works Director

APPROVED AS TO AMOUNT:

 Greg Nyhoff, City Manager

Exhibit 2 Rate Schedule

For Materials delivered by City to Contractor containing less than one-percent (1%) Residuals,
City agrees to pay quarterly rates through the term of Agreement as follows:

	Start Date	Rate Per Material Ton							
Quarterly Dates	4/1/16	7/1/16	10/1/16	1/1/17	4/1/17	7/1/17	10/1/17	1/1/18	Avg. Rate
Wood Waste	\$29.78	\$30.91	\$32.04	\$33.18	\$34.31	\$35.44	\$36.57	\$37.70	\$33.74
Yard Trimmings	\$36.87	\$38.28	\$39.70	\$41.12	\$42.53	\$43.95	\$45.36	\$46.78	\$41.82
Food Waste	\$48.02	\$49.27	\$50.52	\$51.77	\$53.02	\$54.27	\$55.52	\$52.40	\$52.40



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/27/2015

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

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

PRODUCER Tolman & Wiker Insurance Services LLC #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388		CONTACT NAME: Jessica Yasbek PHONE (A/C No. Ext): (805) 585-6114 FAX (A/C No.): (805) 585-6214 E-MAIL ADDRESS: jyasbek@tolmanandwiker.com													
INSURED California Wood Recycling, Inc. DBA: Agromin OC, LLC P.O. Box 4009 Ventura CA 93007		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A AIG Specialty Insurance Company</td> <td>26883 A</td> </tr> <tr> <td>INSURER B Commerce & Industry Ins Company</td> <td>19410 A</td> </tr> <tr> <td>INSURER C Old Republic Insurance Company</td> <td>24147 A</td> </tr> <tr> <td>INSURER D</td> <td></td> </tr> <tr> <td>INSURER E</td> <td></td> </tr> <tr> <td>INSURER F</td> <td></td> </tr> </table>		INSURER A AIG Specialty Insurance Company	26883 A	INSURER B Commerce & Industry Ins Company	19410 A	INSURER C Old Republic Insurance Company	24147 A	INSURER D		INSURER E		INSURER F	
INSURER A AIG Specialty Insurance Company	26883 A														
INSURER B Commerce & Industry Ins Company	19410 A														
INSURER C Old Republic Insurance Company	24147 A														
INSURER D															
INSURER E															
INSURER F															

COVERAGES **CERTIFICATE NUMBER:** 15/16 GL/AUTO/XS/WC **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	EG6684087	7/27/2015	7/27/2016	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	☐ CLAIMS-MADE ☒ OCCUR					MED EXP (Any one person) \$ 25,000
	☒ POLL LEGAL LIAB \$1 MIL					PERSONAL & ADV INJURY \$ 1,000,000
	☐ \$25,000 DEDUCT PER OCC					GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COM/OP AGG \$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☒ LOC					\$
B	AUTOMOBILE LIABILITY	X	CA7490506	7/27/2015	7/27/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS					\$
A	UMBRELLA LIAB ☒ OCCUR		EGU6684089	7/27/2015	7/27/2016	EACH OCCURRENCE \$ 4,000,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE					AGGREGATE \$ 4,000,000
	DED ☒ RETENTION \$ 0					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y	MWC 304994 00	7/1/2015	7/1/2016	☒ WC STATU-TORY LIMITS ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: Agreement No. A-7759. GL/AUTO: The City of Oxnard, its agents, volunteers and employees are additional insureds with respects to the operations of the Named Insured per forms (GL) 1033881009 and (AUTO) CA20480299. WC: A Waiver of Subrogation is added in favor of the Additional Insureds per form WC252484. Endorsements apply only as required by current written contract on file.

CERTIFICATE HOLDER

CANCELLATION

Grant.Dunne@ci.oxnard.ca.u City of Oxnard 300 West Third Street Oxnard, CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE D Sutton, AAI, AIS/JE <i>Denise A Sutton</i>
---	---

ENDORSEMENT NO. 4

This endorsement, effective 12:01 AM, July 27, 2015

Forms a part of Policy No: EG 6684087

Issued to: CALIFORNIA WOOD RECYCLING, INC.
DBA AGROMIN HORTICULTURAL PRODUCTS

By: CHARTIS SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED VENDORS ENDORSEMENT - PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY AND
POLLUTION LEGAL LIABILITY COVERAGE FORM**

SCHEDULE

Name of Person(s) or Organization(s) (Vendor):
BLANKET WHERE REQUIRED BY WRITTEN CONTRACT

Your Products:
ALL PRODUCTS OF THE NAMED INSURED

Solely as respects Coverages A, E-1, E-2 and E-3, if applicable, **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person(s) or organization(s) (referred to herein as the "vendor") shown in the Schedule above, but only with respect to **bodily injury, property damage, environmental damage, or emergency response costs** arising out of **your products** shown in the Schedule above which are distributed or sold in the regular course of the vendor's business, subject to all of the terms and conditions of this Policy and the additional following exclusions, terms and conditions:

1. The insurance afforded the vendor does not apply to:
 - a. **Bodily injury, property damage, environmental damage, or emergency response costs** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in **your product** made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

ENDORSEMENT NO. 4 (Continued)

- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of **your product**;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of **your product**;
 - g. **Your product** which, after distribution or sale by you, has been labeled or relabeled, or used as a container, part or ingredient of any other thing or substance, by or for the vendor; or
 - h. **Bodily injury, property damage, environmental damage or emergency response costs** arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Sub-paragraphs d. or f. above; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of **your product**.
2. This insurance does not apply to any products you have acquired from a vendor, or any ingredient, part or container, entering into, accompanying or containing such products.
3. Solely with respect to the coverage afforded to the vendor pursuant to this Endorsement, **SECTION IV-CONDITIONS**, paragraph 4. **Other Insurance** is deleted in its entirety and replaced with the following:
4. **Other Insurance**

This insurance is primary and non-contributory, and our obligations are not affected by any other insurance carried by such vendor whether primary, excess, contingent, or on any other basis.

All other terms, conditions and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

POLICY NUMBER: CA 749-05-06

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
 GARAGE COVERAGE FORM
 MOTOR CARRIER COVERAGE FORM
 TRUCKERS COVERAGE FORM

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

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

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

Endorsement Effective: July 27, 2015	Countersigned By: (Authorized Representative)
Named Insured: CALIFORNIA WOOD RECYCLING, INC. DBA: AGRIMIN HORTICULTURAL PRODUCTS	

SCHEDULE

Name of Person(s) or Organization(s): ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON OR ORGANIZATION LIABILITY ARISING OUT OF THE USE OF COVERED AUTO.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 252
(4-84)

WC 04 03 08 (Ed. 4-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT—CALIFORNIA**

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

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

This endorsement, effective on **7-1-2015** at **12:01 A. M.** standard time, forms a part of
(DATE)

Policy No. MWC 304994 00

Endorsement No.

of the

(NAME OF INSURANCE COMPANY)

Issued to **E. J. Harrison & Sons, Inc.**

Premium (if any) \$

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0% of the California workers' compensation premium otherwise due on such remuneration.

Schedule**Person or Organization****Job Description**

**AS REQUIRED PER CONTRACT
SPECIFICATIONS TO THE EXTENT
ALLOWABLE BY LAW**

ON FILE WITH COMPANY

Agreement No. A-7662

**AGREEMENT TO RECEIVE YARD TRIMMINGS AND
WOOD WASTE MATERIALS AND PROCESS FOR REUSE**

This Agreement (Agreement) is made and entered into in the County of Ventura, State of California, this 26th day of March, 2014, by and between the City of Oxnard, a municipal corporation (City), and Agromin (Contractor).

WHEREAS, City collects yard trimmings and wood material from residential, commercial and industrial communities and delivers it to the Del Norte Regional Recycling and Transfer Station (Del Norte Facility), 111 South Del Norte Boulevard, Oxnard, California; and,

WHEREAS, the City at the Del Norte Facility removes non-organic and/or residual debris from yard trimmings and wood material and transports this material to Contractor's processing center; and,

WHEREAS, Contractor operates a yard trimmings and wood material processing center at 12390 Telegraph Road, Santa Paula, California for the purpose of receiving, grinding, processing, marketing or cultivating on agricultural property reusable materials; and,

WHEREAS, City and Contractor wish to enter into an agreement for City to deliver yard waste and wood material to Contractor and Contractor intends to and represents to City that it will process and market or cultivate reusable materials from such yard trimmings and wood waste.

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

1. Definitions

For purposes of the Agreement, the following words shall have the following meanings:

a. **Yard Trimmings** shall mean and include any wastes generated from the maintenance or alteration of public, commercial or residential landscapes including, but not limited to yard clippings, leaves, tree trimmings, prunings, brush, and weeds.

b. **Wood Waste** shall mean and include solid waste consisting of wood pieces or particles which are generated from the manufacturing or production of wood products, harvesting, processing or storage of raw wood materials, or construction and demolition activities.

c. **Residuals** shall mean non-processable materials left over after the Materials delivered to Contractor by the City are processed and which must be disposed of as waste in a permitted disposal facility. Residuals include paper, plastic, metal, glass, cement, trash or any foreign substance that is not Yard Trimmings or Wood Waste.

d. **Materials** shall mean Yard Trimmings, Wood Waste and Residuals.

e. **Processed Materials** shall mean Yard Trimmings or Wood Waste that is either separated at the point of generation, or separated at a centralized facility and processed by methods to minimize Residuals such as grinding, shredding, screening, source separating for grain size, or processing means.

2. Scope of Services

Contractor shall receive, sort, and process Materials, and grind, separate and market or cultivate for agricultural uses the processed Yard Waste in a responsible and effective way. Semi-annually (every six months) Contractor shall perform a Yard Trimmings and Wood Waste characterization study to determine Residual percentages delivered by the City. Contractor shall provide City semi-annual reports on Yard Trimmings and Wood Waste diversion. The reports shall include data such as tons/weight of the type of Yard Trimmings and Wood Waste such as Residential, Commercial, Industrial and Del Norte Facility Materials delivered from City, tons/weight processed for market or agricultural cultivation, and tons/weight of Residuals. Upon the City's request, Contractor shall provide input and assistance toward City's collection and processing of Materials and the education and promotion of residential curbside recycling of Yard Trimmings and Wood Waste. Contractor shall make periodic status reports as needed by City.

Contractor shall provide up to 25,000 bags of four-quart complimentary samples of compost available to Oxnard residents during City special community events such as Earth Day Festival, Amercia Recycles Day and Composting Workshops. Contractor shall provide up to 25,000 bags of compost annually during the term of this Agreement or any renewal pursuant to Section 11. City shall provide Contractor with reasonable notice of the special community events. Contractor shall provide supply of complimentary compost bags for customers at the Del Norte Facility, which is included as part of the 25,000 bags annually during the term of this Agreement.

Contractor shall provide the City soil amendment products for City parks, landscaping, and general services at a 30% discount of the public retail price for such products manufactured and sold by the Contractor.

Upon City's request, Contractor shall advise City on its Materials collection and processing operation and future energy-from-waste technologies at the Del Norte Facility.

3. Delivery of Materials

The City shall deliver Materials it collects from residential, commercial and industrial communities in Oxnard and surrounding areas at the Del Norte Facility for sorting out Residuals and transporting the Material to the Contractor's processing center located at 12390 Telegraph Road In Santa Paula, California. The City shall deliver clean Yard Trimmings and clean Wood Waste it collects at the Del Norte Facility from permitted haulers and self-haul customers to the Contractor's processing center located at 12390 Telegraph Road in Santa Paula, California. City

and Contractor agree and acknowledge that City delivered Materials contain Residuals, the percentage of which Residuals varies from load to load of Materials.

Contractor shall accept Materials delivered by City from 7:00 am to 5:00 pm Monday through Saturday. Contractor shall provide ample space for City's automated collection trucks and tractor-trailers to enter, unload, maneuver, and exit Contractor's facility. Contractor shall expedite City truck operator's turnaround time in a safe and reasonable manner.

4. Handling of City Residuals

a. Contractor shall be responsible for the cost of containing, hauling and disposing of Residuals processed from Yard Trimmings and Wood Waste delivered by City.

b. The Contractor shall, at its own expense, use its own equipment to contain and transport Residuals to landfill, Del Norte Facility or facility that is permitted to accept Residuals.

c. City shall use its reasonable efforts to minimize and reduce the amount of Residuals sent to Contractor, including public awareness and education, mailers, to its residents and similar notices.

5. Living Wage

a. Contractor shall compensate any employee of Contractor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. For the period from the commencement of this Agreement through June 30, 2014, Contractor shall pay each such employee no less than \$14.51 (subject to change on July 1, 2014) an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City. On July 1, 2014 and each July 1 thereafter that this Agreement is in effect, Contractor shall adjust the most recent hourly rate according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles-Anaheim-Riverside area relating to all urban consumers.

b. Contractor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

c. If Contractor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Contractor, effective immediately.

d. In addition, if Contractor fails to comply with the Living Wage Policy in any manner, Contractor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Contractor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Contractor of the amount owed.

6. Reuse of Yard Trimmings and Wood Waste

Contractor agrees to handle, market or cultivate and otherwise divert from disposal all reusable Yard Trimmings and Wood Waste processed from Materials delivered by City and to store, and handle all Materials in accordance with applicable law, regulations, licenses and permits, and in such a manner so as not to create or maintain any unhealthful or hazardous conditions or conditions that would cause a public or private nuisance.

7. Payment

a. For Materials delivered by City to Contractor containing less than one-percent (1%) Residuals, City agrees to pay a fee of \$35.45 per ton.

b. For Materials delivered by City to Contractor containing one-percent (1%) to five-percent (5%) Residuals, City agrees to pay a fee of \$38.70 per ton.

c. For Materials delivered by City to Contractor containing greater than five-percent (5%) to ten-percent (10%) Residuals, City agrees to pay a fee of \$41.95 per ton.

d. For clean Yard Trimmings or clean Wood Waste delivered by the City to Contractor, City agrees to pay a fee of \$28.65 per ton.

e. Contractor agrees to accept the above referenced fee as full payment for Contractor's services, including the handling of Materials and marketing or cultivating for agricultural purposes of processed Yard Trimmings and Wood Waste as provided in this Agreement. Contractor is responsible for all expenses associated with processing or diversion of the Materials, including Residuals, waste control fees and integrated waste management planning fees imposed by the County of Ventura or physical damage to Contractor's equipment caused by processing Materials delivered from City.

f. Contractor shall submit to City a bi-weekly invoice for all Materials delivered by City in the previous two week period, in a form satisfactory to City. Invoice information shall include daily dates of delivery by each truck, truck number, weight ticket number, weight of delivered Materials, total cost of delivered load, summary totals such as number of truck deliveries, total weight, weight/ton and tip fee itemization of Residential Materials, Commercial Materials, and Industrial Materials, and total invoice amount due. City shall pay contractor within 30 days of receipt of an invoice.

g. Contractor shall submit bi-weekly invoices for Materials delivered from City to: City of Oxnard –Del Norte Regional Recycling & Transfer Station, 111 South Del Norte Boulevard, Oxnard, CA 93030. Attention: Todd Vasquez-Housley, Environmental Resources MRF Manager.

h. Contractor shall provide City with a completed Request for Taxpayer Identification and Certification as required by the Internal Revenue Service.

8. Measurement

Contractor shall operate, and maintain a scale system at Contractor's facility. If Contractor's facility does not have scales or the scales are inoperable, trucks shall be weighed at the Del Norte Facility or such other certified weigh station as designated by City. Whether Contractor or City is operating or employing the scale, that party shall maintain and make available to the other party the following information: (1) Calendar date; (2) Time of day; (3) Vehicle identification; (4) Type of Materials, such as Residential, Commercial and Industrial; and (5) Total number of tons of each type of Materials delivered to Contractor's facility and accepted by Contractor. All scales and weighing equipment shall be kept in good and accurate condition operating at the standards of accuracy and reliability specified in the California Code of Regulations. The tonnage used to calculate the Disposal Fee shall be based on the weight of each loaded truck measured at the weight scales described above minus the certified tare weight for each truck. City shall establish the tare weight of each truck. Contractor shall submit to City a copy of the certificate of registration of Contractor's scales issued by the Ventura County Department of Weights and Measures.

9. Processing Materials Revenues

Contractor is responsible for processing all Materials delivered hereunder and contractor is responsible for marketing or cultivating of Yard Trimmings and Wood Waste. Contractor shall receive all revenues from subsequent sales of processed Yard Trimmings and Wood Waste.

10. Term

The term of the Agreement is from March 26, 2014 to March 26, 2016 provided, however, that the Agreement may be extended or terminated as provided herein.

11. Renewal

City and Contractor agree that the Agreement may be renewed for (2) two additional consecutive one year terms upon written approval of both the City and Contractor.

12. Principal in Charge

Contractor hereby designates Bill Camarillo as its principal-in-charge and person responsible for necessary coordination with City.

13. Permits, Licenses, Certificates

Contractor, at Contractor's sole expense, shall obtain and maintain during the term of this Agreement all permits, licenses, and certificates required in connection with the performance of services under this Agreement. Contractor warrants and represents that it has the legal right to carry on the operations contemplated by this Agreement at 12390 Telegraph Road, Santa Paula, California and that all persons or entities with any interest in such property are aware of and have consented to such operations.

14. Independent Contractor

City and Contractor agree that in the performance of services hereunder, Contractor shall be, and is, an independent Contractor, and Contractor and its employees are not employees of City.

Contractor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Contractor. Contractor shall be solely responsible for, and shall save City harmless from, all matter relating to the payment of Contractor's employees, agents, subcontractors and consultants, including compliance with Social Security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations.

15. Indemnity

Contractor agrees to indemnify, hold harmless, and defend City, its City council, and each member thereof, and every officer employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Contractor or its agents, employees, subcontractors, contractors and other persons acting on Contractor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or missions are the product of active negligence, passive negligence willfulness or acts for which Contractor or its agents, employees, subcontractors, contractors, and other persons acting on Contractor's behalf would be held strictly liable.

16. Insurance

a. Contractor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages specified in Exhibit INS-B, attached hereto and incorporated herein by reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Contractor obtain and maintain such insurance coverages.

b. Contractor shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-B. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-B.

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

17. Time of Essence

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

18. Fair Employment Practices

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

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

c. Contractor agrees to state in all of its solicitations or advertisements for applicants for employment that Contractor is an Equal Opportunity-Affirmative Action Employer or that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, handicap, sex, marital status, or age.

d. Contractor shall, if requested to do so by City, certify to City that Contractor has not, in the performance of this Agreement, discriminated against applicants or employees because of their membership in a protected class and to recruit vigorously and encourage businesses owned by persons in a protected class to bid subcontracts.

e. Contractor shall provide City staff with access to and, upon request by City, provide copies to City of all of Contractor's records pertaining or relating to Contractor's employment practices, to the extent such records are not confidential or privileged under State or federal law.

19. Force Majeure

Contractor and City agree that neither City nor Contractor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics,

governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

20. Covenants and Conditions

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

21. Governing Law

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

22. Expenses of Enforcement

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

23. Compliance with Laws

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

24. Severability

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

25. Waiver

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

26. Counterparts

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

27. Assignment

Contractor shall not, without the written consent of the City, assign this Agreement, or any interest therein, or any money due thereunder.

28. Notices

a. Any notices to Contractor may be delivered personally or by mail addressed to: Agromin, 201 Kinetic Drive, Oxnard, California 93030, Attention: Bill Camarillo, Chief Executive Officer.

b. Any notices to City may be delivered personally or by mail to: City of Oxnard – Environmental Resources Division, Del Norte Regional Recycling & Transfer Station, 111 Del Norte Boulevard, Oxnard, California 93030, Attention: Todd Vasquez-Housley, Environmental Resources MRF Manager.

29. Amendment

City and Contractor agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by both the City and Contractor.

30. Termination

a. This Agreement may be terminated by City if City notifies Contractor, in writing, of City's desire to terminate the Agreement. Such termination shall be effective ninety (90) calendar days from the date of delivery or mailing of such notice. City agrees to pay Contractor in full for all amounts due Contractor as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Contractor if Contractor notifies City, in writing, of Contractor's desire to terminate the Agreement. Such termination shall be effective ninety (90) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Contractor have been completed prior to the date of termination.

31. Entire Agreement

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

CITY OF OXNARD


 Tim Flynn, Mayor

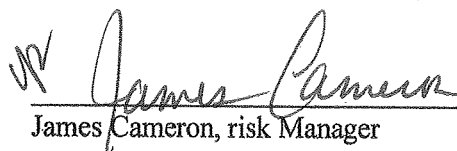
CONTRACTOR


 Bill Camarillo, Chief Executive Officer
 Agromin

ATTEST:


 Daniel Martinez, City Clerk

APPROVED AS TO INSURANCE


 James Cameron, risk Manager

APPROVED AS TO FORM:


 Stephen M. Fischer, Interim City Attorney

APPROVED AS TO AMOUNT:


 Karen R. Burnham, Interim City Manager

APPROVED AS TO CONTENT:


 Rob Roshanian, Interim Public Works Director


 Todd Vasquez-Housley,
 Environmental Resources MRF Manager

Exhibit 1 LIVING WAGE POLICY

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.
6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in Exhibit A attached hereto and incorporated herein by this reference.
8. If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

EXHIBIT A

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

- A. (Contractor or Vendor) shall compensate any employee of (Contractor or Vendor) who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit _____. While this Agreement is in effect, (Contractor or Vendor) shall pay such employee no less than \$_____ per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, (Contractor or Vendor) shall provide to such employee no less than _____ hours of paid leave per calendar year.
- B. (Contractor or Vendor) agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If (Contractor or Vendor) fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to (Contractor or Vendor), effective immediately.
- D. In addition, if (Contractor or Vendor) fails to comply with the Living Wage Policy in any manner, (Contractor or Vendor) shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. (Contractor or Vendor) shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to (Contractor or Vendor) of the amount owed.

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITHOUT ERRORS AND OMISSIONS REQUIREMENT)**

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

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

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

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

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements affecting coverage required by this Exhibit INS-B. 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. A-7662
300 West Third Street, Suite 302
Oxnard, California 93030

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled 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. Consultant 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 Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-B 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 coverages (**this must be endorsed**). 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 Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

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

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

Endorsement Forms

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

INS-B.doc

ACCORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B**COVERAGES**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS**CERTIFICATE HOLDER**City of Oxnard
Attn: Risk Manager
Reference No. A-7662
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

**GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")****SUBMIT IN DUPLICATE**

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED**POLICY INFORMATION:**

Insurance Company:

Policy No.:

Policy Period: (from)

LOSS ADJUSTMENT EXPENSE ☐

(to)

☐ Included in Limits☐ In Addition to Limits☐ Deductible ☐ Self-Insured

Retention (check which) of \$

with an Aggregate of \$

coverage. ☐ Per Occurrence

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:

TYPE OF INSURANCE**GENERAL LIABILITY**

- ☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made

Retroactive Date _____

☐ Occurrence**OTHER PROVISIONS****COVERAGES****LIABILITY LIMITS IN THOUSANDS \$**

EACH OCCURRENCE

AGGREGATE

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

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:

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:

- INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
- CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
- SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
- CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
- PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
- SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
 - If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER**CITY OF OXNARD**

Attn: Risk Manager

Reference No. **A-7662**

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 _____

**AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")****SUBMIT IN DUPLICATE**

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER _____

Telephone: _____

NAMED INSURED _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____

(to) _____

LOSS ADJUSTMENT EXPENSE _____

☐ Included in Limits☐ In Addition to Limits☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____
with an Aggregate of \$ _____ applies to _____coverage. ☐ Per Occurrence ☐ Per Claim (which) _____**APPLICABILITY.** This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE☐ COMMERCIAL AUTO POLICY☐ BUSINESS AUTO POLICY☐ OTHER _____**OTHER PROVISIONS****LIMIT OF LIABILITY**

\$ _____ per accident, for bodily injury and property 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, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or

b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Risk Manager

Reference No. A-7662

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 _____



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: 4

DATE: May 17, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Daniel Rydberg, Public Works Director

SUBJECT: Approve an Agreement with Channel Islands Beach Community Services District for Transportation and Treatment of Wastewater

CONTACT: Badoul Mouderrres, Public Works
Badoul.Mouderrres@oxnard.org,

RECOMMENDATION:

That City Council: 1) Approve and authorize the Mayor to execute an Agreement with Channel Islands Beach Community Services District for Transportation and Treatment of Wastewater (Agreement No. A-7864); 2) Approve a budget appropriation recognizing \$607,717 of additional revenue and appropriate \$261,685 for wastewater transportation and treatment.

BACKGROUND

The Public Works Department would like to enter into a Wastewater Transportation and Treatment Agreement number A-7864 with the Channel Islands Beach Community Services District (Channel Islands) in order that the terms and conditions agreed upon by the parties and set forth in Agreement No. A-6680 shall govern the period from July 1, 2015 through December 31, 2016.

Channel Islands Beach Community Services District (Channel Islands) provides utilities services primarily to the unincorporated neighborhoods of Hollywood Beach, Hollywood by the Sea and Silverstrand Beach, and some services to the County of Ventura-owned parcels adjacent to the Channel Islands Harbor. Channel Islands acquired a negotiated settlement with the City of Port Hueneme, in Case No. CIV217391, "the City of Port Hueneme vs Channel Islands Beach Community Services District", certain pipelines and ancillary facilities for transportation and

Approve Agreement for Wastewater Service with Channel Islands Beach Community Services District
 May 17, 2016
 Page 2

disposal of wastewater. As part of the negotiated settlement Channel Islands also acquired from the City of Port Hueneme the right to use certain treatment capacity in the Oxnard Wastewater Treatment Plant (OWTP). Channel Islands acquired the right to utilize 0.5 million gallons per day (mgd) peak day dry weather flow and an equivalent 0.9 mgd peak day wet weather flow in the OWTP.

On June 13, 2006, the City Council approved an Agreement with Channel Islands Beach Community Services District (Channel Islands) for sewer transportation and treatment (Agreement No. A-6680). That agreement provided for Channel Islands to share in the cost of the Redwood Sewer Trunk Project. It also provided a mechanism for Channel Islands to pay the City \$10,000 per month of operation and maintenance of a pump station and associated collection system, to be adjusted yearly during the term of the Agreement. The adjusted fee was to be the percentage allocation of the actual overall cost of operation and maintenance and energy attributable to Channel Islands.

On December 16, 2008, Council approved a First Amendment to the Agreement No. A-6680 to provide for sharing the cost of the Victoria Trunk Sewer Project portion of the Redwood Sewer Trunk Project.

On July 30, 2013, Council approved a Second Amendment to the Agreement No. A-6680 to provide that the monthly fee shall reflect the percentage allocation of the trunk lines and pump stations' total operation and maintenance costs attributable to Channel Islands' wastewater flows. It also provided that due to the termination of the City's Joint Powers Agreement with the City of Port Hueneme for Disposal of Waste and Sewage, the City of Oxnard would pay Channel Islands on a fiscal quarterly basis, a fixed charge of one hundred forty-two thousand, six hundred seventy-one dollars and nine cents (\$142,671.09) for the transportation of wastewater and use of the Channel Islands system ("Transportation Charge"). From the effective date of the agreement, the Transportation Charge shall be increased after the first quarter of each calendar year in proportion to the percentage increase in the Regional Treatment and Disposal Facility User Charge in accordance with the current City's Wastewater System User Fees and Charges Ordinance, as may be amended from time to time.

FINANCIAL IMPACT

Approval of the agreement will result in \$607,717 in additional revenue to the Wastewater Collection Fund to be recognized in the System Maintenance & Upgrade (Account No. 611-6106-691.75-19). In addition, approval of this action requires an appropriation of \$261,685 from the Wastewater Collection Fund, to be appropriated in the Collection System Maintenance & Upgrade (Account No. 611-6103-844.82-69).

Approve Agreement for Wastewater Service with Channel Islands Beach Community Services
District
May 17, 2016
Page 3

ATTACHMENTS:

Attachment A - Agreement No. A-7864

Attachment B - Budget Appropriation

A-7864

WASTEWATER TRANSPORTATION AND TREATMENT AGREEMENT

This Wastewater Transportation and Treatment Agreement ("Agreement") is entered by and between the City of Oxnard, a municipal corporation ("Oxnard") and the Channel Islands Beach Community Services District, a Community Services District formed pursuant to California Government Code §61000, et seq., ("Channel Islands"). Oxnard and Channel Islands may be referred to in this Agreement individually as "Party" or collectively as "Parties."

RECITALS

- A. Oxnard and Channel Islands entered into an Agreement for wastewater transportation and treatment services on July 11, 2006 ("Oxnard Agreement No. A-6680").
- B. Oxnard Agreement No. A-6680 was amended by a First Amendment on December 16, 2008 ("First Amendment") and by a Second Amendment on July 30, 2013 ("Second Amendment").
- C. Although Oxnard Agreement No. A-6680, as amended, provided that its term may be extended by the Parties, the Parties inadvertently failed to extend the term and, therefore, Oxnard Agreement No. A-6680, as amended, terminated on December 31, 2013.
- D. The Parties now desire to enter into this Agreement in order that the terms and conditions agreed upon by the Parties and set forth in Oxnard Agreement No. A-6680, as amended, shall govern the period from July 1, 2015 through December 31, 2016, except those terms and conditions that are contrary to or inconsistent with the terms and conditions set forth in this Agreement.
- E. The Parties further desire to acknowledge the following:
 - a. All costs for wastewater transportation and treatment owed by Oxnard to Channel Islands for the period of December 31, 2013 through June 30, 2014 have been paid in full by Oxnard.
 - b. All costs for wastewater transportation and treatment owed by Channel Islands to Oxnard for the period of December 31, 2013 through June 30, 2014 have been paid in full by Channel Islands.
 - c. The total cost for wastewater transportation and treatment owed by Oxnard to Channel Islands for the period of July 1, 2014 to June 30, 2015 is \$570,684.36.
 - d. The amount owed by Channel Islands to Oxnard for the time period of July 1, 2014 to June 30, 2015 is \$607,716.68.

AGREEMENT

NOW, THEREFORE, it is agreed as follows:

1. The Recitals set forth above are true and correct and incorporated in this Agreement as if set forth in full.

2. This Agreement shall become effective upon execution by both Parties ("Effective Date") and terminate on December 31, 2016, unless extended by mutual agreement of the Parties in writing.
3. Except as otherwise provided herein or to the extent they are contrary to or inconsistent with the terms of this Agreement, the terms and conditions set forth in Oxnard Agreement No. A-6680, as amended, shall constitute the terms and conditions of this Agreement. Oxnard Agreement No. A-6680, as amended, is attached hereto as Exhibit A and incorporated by this reference.
4. To the extent required, the dates set forth in Oxnard Agreement No. A-6680, as amended, shall be adjusted to reflect the terms and conditions of this Agreement.
5. The total cost for wastewater transportation and treatment owed by Oxnard to Channel Islands for the period of July 1, 2014 to June 30, 2015 is \$570,684.36. Oxnard shall pay this amount to Channel Islands within 10 business days of the Effective Date of this Agreement.
6. The amount owed by Channel Islands to Oxnard for the time period of July 1, 2014 to June 30, 2015 is \$607,716.68. Channel Islands shall pay the amount owed to Oxnard within 20 business days of the Effective Date of this Agreement.
7. Paragraph 4 of the Second Amendment shall be revised so that the word "monthly" is replaced by the word "quarterly." The first quarterly service charges payable by Channel Islands to Oxnard in accordance with revised Paragraph 4 and this Agreement shall be for the period July 1, 2015 through September 30, 2015, in the amount of \$147,466.29. The second quarterly service charges payable by Channel Islands to Oxnard in accordance with revised Paragraph 4 and this Agreement shall be for the period October 1, 2015 through December 31, 2015, in the amount of \$147,466.29.
8. Paragraph 5 of the Second Amendment shall be revised so that the word "monthly" is replaced by the word "quarterly." The first quarterly operations and maintenance fee payable by Channel Islands to Oxnard in accordance with revised Paragraph 5 and this Agreement shall be for the period July 1, 2015 through September 30, 2015 in the amount of \$4,462.96. The second quarterly operations and maintenance fee payable by Channel Islands to Oxnard in accordance with revised Paragraph 5 and this Agreement shall be for the period October 1, 2015 through December 31, 2015, in the amount of \$4,462.96.
9. The first quarterly service charges payable by Oxnard to Channel Islands in accordance with revised Paragraph 6 and this Agreement shall be for the period July 1, 2015 through September 30, 2015, in the amount of \$142,671.09. The second quarterly service charges payable by Oxnard to Channel Islands in accordance with revised Paragraph 4 and this Agreement shall be for the period October 1, 2015 through December 31, 2015, in the amount of \$142,671.09.
10. The Parties may, by mutual written agreement, either extend the effective term of this Agreement beyond December 31, 2016 or modify any of its terms and conditions.
11. The Parties shall engage in good faith negotiations to finalize a new Wastewater Treatment and Transportation Agreement that will supersede this Agreement with the intent of executing that new agreement on or before December 31, 2016.

CITY OF OXNARD

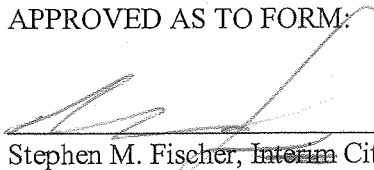
CHANNEL ISLANDS BEACH
COMMUNITY SERVICES DISTRICT

Tim Flynn, MayorDATE:

ATTEST:

Daniel Martinez, City Clerk

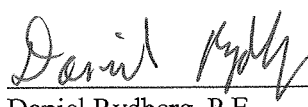
APPROVED AS TO FORM:



Stephen M. Fischer, ~~Interim~~ City Attorney

APPROVED AS TO INSURANCE:



Risk Manager*Bm* APPROVED AS TO CONTENT:

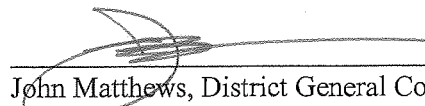
Daniel Rydberg, P.E.
Public Works Director

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

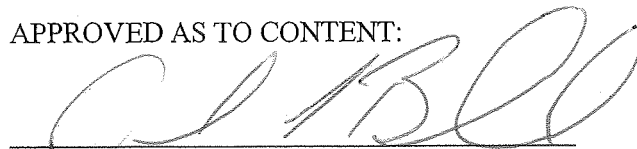
Chairman of the BoardDATE: 2/2/16

APPROVED AS TO FORM:



John Matthews, District General Counsel

APPROVED AS TO CONTENT:



Jared Bouchard, Secretary of the Board

EXHIBIT A

Agreement No. A-6680

WASTEWATER TRANSPORTATION AND TREATMENT AGREEMENT

This Agreement is entered into this 11th day of July by and between the City of Oxnard, a political subdivision of the State of California, hereinafter referred to as "Oxnard" and the Channel Islands Beach Community Services District, a Community Services District formed pursuant to California Government Code §61000, et seq., hereinafter referred to as "Channel Islands". The term of this Agreement is 30 years. The Agreement may, upon mutual written agreement of the parties, be extended upon terms and conditions the same as or similar to those contained herein.

RECITALS

A. Oxnard owns, operates and maintains the Oxnard Wastewater Treatment Plant, hereinafter referred to as the "Treatment Plant".

B. Channel Islands provides sewer and wastewater services to its constituents located within Channel Islands service area. Channel Islands recently acquired in a negotiated settlement with the City of Port Hueneme, in Case No. CIV217391, the *City of Port Hueneme vs. Channel Islands Beach Community Services District*, certain pipelines and ancillary facilities for the transportation and disposal of sewage and wastewater. Those facilities include pump stations and force mains described and set forth in Exhibit "A" attached hereto and incorporated herein.

C. As part of the negotiated settlement, Channel Islands also acquired from the City of Port Hueneme the right to use certain treatment capacity in the Treatment Plant. Channel Islands acquired the right to utilize 0.5 million gallons per day (mgd) peak day dry weather flow and an equivalent 0.9 mgd peak day wet weather flow in the Treatment Plant.

D. The parties recognize that Oxnard is presently constructing a new wastewater collection and transportation system including pipelines, pumps and ancillary equipment to be constructed along Victoria Avenue from Channel Islands Boulevard (Victoria Trunk Sewer) to Hemlock where it will connect and tie into Redwood Trunk Sewer as shown in Exhibit B.

E. The parties recognize that Oxnard will receive wastewater from Channel Islands near the location of what has historically been Pump Station "C" operated and maintained by the City of Port Hueneme.

F. The parties recognize that Oxnard services a portion of its service area and constituents, through the Channel Islands collections system. These areas are collected by Oxnard and pumped through various Pump Stations, including facilities owned and operated by Channel Islands, to Pump Station "C" as designated in Exhibit "A". The wastewater transported

to the Oxnard system at that point consists of wastewater generated from within Oxnard as well as Channel Islands.

G. Oxnard currently pays for the transport of that wastewater through an agreement with the City of Port Hueneme. Oxnard quarterly pays 91% of its regular sewer service charges collected from those properties served through Channel Islands system to the City of Port Hueneme. The City of Port Hueneme in turn pays Channel Islands the same amount it receives from Oxnard for that service.

H. Upon execution of this contract, and agreement by the City of Port Hueneme, the monthly sewer service fees collected from Oxnard by Port Hueneme and paid to Channel Islands, for the areas served through the Channel Islands system, will become a credit against the treatment costs associated with the all the wastewater flow from Channel Islands as discussed later in this document.

F. The parties wish to provide a methodology whereby Channel Islands participates in the capital and construction costs of the Victoria Trunk Sewer and Redwood Trunk Sewer projects and Channel Islands pays for the transportation, operation and maintenance of the pipeline, pumping and ancillary equipment necessary to convey Channel Island sewage and wastewater to the treatment plant. Furthermore the parties wish to set forth the terms and conditions upon which Oxnard will treat and dispose of Channel Islands sewage and wastewater at the Treatment Plant.

AGREEMENT

But now therefore it is agreed as follows:

1. The parties agree that the wastewater generated within the service area of Channel Islands, and certain portions of the City of Oxnard, will be transported through the Victoria Trunk Sewer and Redwood Trunk Sewer for treatment at the Treatment Plant.

2. Channel Islands shall participate in the capital and construction costs of the Victoria Trunk Sewer and Redwood Trunk Sewer projects pursuant to the terms set forth herein. Channel Islands share of the capital and construction costs shall be as set forth in Exhibit "C" and incorporated herein by reference. Exhibit C shall be updated by Oxnard periodically until construction is completed.

3. a. The parties agree that Channel Islands shall pay for its share of the capital and construction costs of the Victoria Trunk Sewer and Redwood Trunk Sewer in progress payments that are set forth in Exhibit "C" which is attached hereto and incorporated herein. The parties further agree that said progress payments shall be not more often than once a month and request for such payments shall be in writing by Oxnard, and shall be in a form mutually agreeable by the parties. Channel Islands agrees that within twenty (20) days after the receipt of the request for a progress payment, it will make payment or set forth its reasons for refusing to make a payment. Oxnard's request for a progress payment shall include Oxnard's representation that, to Oxnard's knowledge, information and belief that the work has progressed to the point

indicated and that the conditions precedent to Oxnard be entitled to such payments have been fulfilled. In order to verify the capital and construction costs, Oxnard agrees that it will provide to Channel Islands, upon written request, any documentation relating to the costs of construction of Victoria Trunk Sewer Redwood Trunk Sewer as shown in Exhibit B for which Channel Islands is being asked to contribute. The cost of the reproduction of said documentation shall be borne by Channel Islands. Furthermore, Oxnard will provide to Channel Islands any working drawings, schematics, blueprints, or construction drawings, relating to the Victoria Trunk Sewer and Redwood Trunk Sewer projects. The cost of the reproduction of said documents shall be borne by Channel Islands.

b. In addition, should extensive repair or replacement of the Victoria Trunk Sewer and Redwood Trunk Sewer be necessary because of acts of nature, god, war, system age and wear, or other reasons beyond the control of Oxnard, Channel Islands shall contribute to the cost of replacement or repair according to the provisions of Section 3a and the methodology described in Exhibit C, or in the alternative, Channel Islands may terminate this agreement.

4. Channel Islands shall in addition to the capital and construction fees set forth herein, pay a monthly service charge to Oxnard for the transportation and treatment of sewage and wastewater generated within the Channel Islands service area (including that portion of the Oxnard Service Area that goes through Channel Islands force mains that are tributary to Pump Station "C"). The monthly service charge will be calculated based upon flow and strength characteristics as measured (for BOD and SS) at Pump Stations "A" and "B" and designated for illustration purposes only in Exhibit "A", or at such other locations as are mutually agreed upon by the parties. The sewer service charge shall be the sum of the then existing fee based upon the Regional Treatment and Disposal Facility User Charge in accordance with City Ordinance No. 2632, as may be amended from time to time.

Measurements for the calibration calculation shall be done twice annually in May and November. The cost of said measuring shall be borne equally by Channel Islands and Oxnard and shall be done by or at the direction of Channel Islands. Channel Islands shall provide the documentation calculations by these measurements to Oxnard.

5. Oxnard shall charge Channel Islands on a monthly basis for the transport and treatment of its sewage and wastewater as set forth in paragraph 4 herein. The parties recognize that the reading at Manhole MHC, upon which Channel Islands monthly charge is based, includes that area of Oxnard that has its sewage and wastewater collected and transported by the Channel Islands system to Manhole MHC.

The parties therefore agree that the monthly fee due to Oxnard shall be based upon monthly flow measurements of each party's area and shall be adjusted semiannually based upon samples collected and tested in May and November which shall measure BOD and Suspended Solids. In other words, there shall be a "true-up" with a corresponding offset to the amount owed by Channel Islands for the sewage and wastewater generated by the ratepayers in Oxnard's Service Area which flows through Pump Station MHC.

6. a. Channel Islands agrees to pay to Oxnard, operation and maintenance fee for the to be constructed pump stations in the City of Oxnard system which services the Hemlock

and Redwood Trunk Sewer Line. The parties estimate that Channel Islands flow and the Hemlock line is 7.7% and less than 2% in the portion that the Redwood Trunk Sewer that transports and conveys Channel Islands sewage and wastewater. The parties agree that for purposes of simplicity, Once the Victoria Line is in operation, Channel Islands shall pay to Oxnard a fee of \$10,000.00 per month which shall be for the purpose of paying for the operation and maintenance of the pump stations in the City of Oxnard system. The fee shall be adjusted on the first day of July after the first full year of operations. An adjustment shall be made for the next fiscal year and yearly thereafter during the term of the Agreement. The adjusted fee shall be the percentage allocation of the actual cost of operation and maintenance and energy attributable to Channel Islands Sewage and Wastewater, including direct cost of labor and material as well as reasonable overhead and indirect cost. If Channel Islands does not agree with the cost provided by the City, it shall forthwith monthly pay the amount which it agrees represents such cost, in no event less than \$10,000. The parties shall then promptly arbitrate the issue of costs payable under the rules of the American Arbitration Association for commercial arbitration. If the actual cost is determined to be more than the amount paid, Channel Islands will pay the difference within 30 days of the final decision. If such actual cost is determined to be less than the amount paid, the City shall pay the difference to Channel Islands within 30 days.

7. To the extent possible, Oxnard will provide to Channel Islands on at least a quarterly basis, a status report setting forth the construction schedule for the pipeline set forth herein as well as an estimated date of completion.

8. The provisions of this Agreement shall be entered to the benefit of and be binding upon each of the parties and their successors and assigns. This Agreement shall continue in full force and effect until terminated by the mutual consent of the parties hereto. This Agreement may only be amended in writing by both the parties.

9. Channel Islands agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Channel Islands or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Channel Islands's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which Channel Islands or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Channel Islands' behalf would be held strictly liable.

10. The City agrees to indemnify, hold harmless and defend Channel Islands, its legislative body and each member thereof, and every officer, employee, representative or agent of Channel Islands, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by the City

or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on the City's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which the City or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Channel Islands' behalf would be held strictly liable.

11. Insurance

Each party represents that it is self-insured under applicable provisions of California Law.

12. Successors and Assigns

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

13. Force Majeure

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

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

15. Governing Law

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

16. Compliance with Laws

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

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

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

19. Counterparts

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

20. Expenses of Enforcement

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

21. Authority to Execute

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

22. Notices

- a. Any notices to Channel Islands may be delivered personally or by mail addressed to:
353 Santa Monica Drive
Channel Islands Beach, CA 93035-4473
Attention: General Manager
- b. Any notices to City may be delivered personally or by mail addressed to:
City of Oxnard
6001 S. Perkins Road
Oxnard, CA 93033
Attention: Assistant Public Works Director

23. Amendment

City and Channel Islands agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by both Manager and Channel Islands.

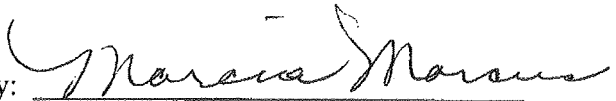
24. Entire Agreement

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

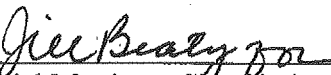
CITY OF OXNARD

CHANNEL ISLANDS BEACH COMMUNITY
SERVICES DISTRICT

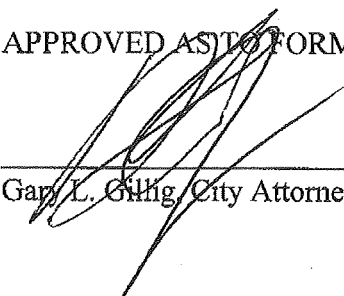
By: 
Dr. Thomas E. Holden, Mayor

By: 
Marcia Marcus, President

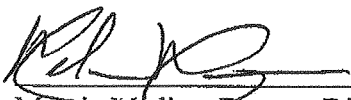
ATTEST:


Daniel Martinez, City Clerk

APPROVED AS TO FORM


Gary L. Gillig, City Attorney

APPROVED AS TO INSURANCE:


Marcie Medina, Finance Director

APPROVED AS TO CONTENT:

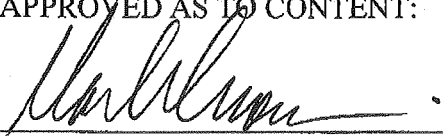

Mark S. Norris, Assistant Public Works Director

EXHIBIT A

Channel Islands Beach CSD Facilities

Lift Station A

This facility is located on the northeast corner of Roosevelt Avenue and Highland Drive. The lift station consists of three below ground structures; a wet well, a utility vault that houses the pump and electrical equipment, and a meter vault. These are located within the improved right of way of Roosevelt Avenue. The pump equipment utility vault and the wet well are situated in the sidewalk on the east side of Roosevelt. The area surrounding the lift station is a mix of residential and commercial development.

This lift station serves an area that measures approximately 129 acres and serves approximately 1,200 parcels within the service area. The service area of this lift station is basically built out and the potential for future increased flows is minimal.

The buried circular precast concrete wet well collects wastewater from the adjacent collection system and serves as a forebay to the lift station. The only component of the wet well that is visible from the surface is the manhole cover located in the sidewalk.

Two recessed impeller sewage pumps (20 hp) are located adjacent to the wet well in a precast concrete utility vault also located belowground. The utility vault measures approximately 8 feet by 15 feet and is 17 feet deep. The pump units are equipped with suction and discharge piping and respective isolation valves. The pumps are actuated based on wastewater levels and speed is varied by variable frequency drives to maintain set levels in the wet well. The motor control center, and electrical and control equipment are contained within electrical panels situated within the utility vault. The control of the pump station is all located in the utility vault. Flow and pressure are monitored and recorded, but the information must be manually downloaded. Alarms are dialed into an emergency service via dedicated telephone lines.

The two pumps at this lift station are identical. Both pump units are rated for a flow of 470 gallons per minute at a total dynamic head of 66 feet. The lead-lag status of the two pumps has routinely been alternated to equalize wear on the units.

Lift Station B

The components of Lift Station B are virtually identical to those described above -on the west side of Ocean Drive immediately adjacent to the intersection of Ocean Drive and La Crescenta Street. The lift station is situated within a residential neighborhood. This lift station serves an area that measures approximately 174 acres and serves approximately 800 parcels within the service area. The service area of this lift station is basically built out and the potential for future increased flows is minimal.

Similar to Lift Station A, this lift station also has a buried circular precast concrete wet well which collects the sewage from the surrounding area. Two recessed impeller sewage pumps (20 hp) are located adjacent to the wet well in an 8 feet by 15 feet and 17 feet deep, belowground utility vault.

The two pumping units are identical; both units are rated for a flow of 470 gallons per minute at a

total dynamic head of 66 feet. The pumps are actuated based on wastewater levels in the wet well and speed is varied by variable frequency drives to maintain a set level in the wet well. Flow and pressure are monitored and recorded, but the information must be manually downloaded. Alarms are dialed into an emergency service via dedicated telephone lines.

Lift Station H

The components that comprise Lift Station H are virtually identical to those described above for Lift Station A and Lift Station B, with a few exceptions. These exceptions include; smaller pumping units, constant speed drivers, and no meter to measure the flow pumped by Lift Station H.

Lift Station H is located on the south side and within the improved right of way of Channel Islands Boulevard approximately 200 feet east of the intersection of Channel Islands Boulevard and Peninsula Road. The pumping station is situated in the sidewalk of a mixed residential/commercial area. Both the pump equipment utility vault and the wet well are situated in the sidewalk on the south side of Channel Islands Boulevard.

The station has a buried circular precast concrete wet well that collects the sewage from the surrounding area. Two recessed impeller sewage pumps (5 hp) are located adjacent to the wet well in an 8 feet by 15 feet and 17 feet deep utility vault. The pumping units are constant speed pumps and are equipped with suction and discharge piping and respective isolation valves. The pumps are actuated based on wastewater levels in the wet well.

FORCEMAINS

Separate forcemains convey the wastewater flows pumped from Lift Station A and Lift Station B to Manhole C. For the purpose of this document, those forcemains are referred to as Forcemain A and Forcemain B, respectively. In addition, there is a short segment of forcemain, referred to as Forcemain H, that connects the discharge piping of Lift Station H to Forcemain B. Table 1 provides a summary of the lengths of pipe, their diameters, and the materials that makeup these forcemains.

Table 1
Summary of Sewer Forcemains

Forcemain	Street	Size	Material	Length
A	Roosevelt Boulevard	8-Inch	AC	589
	Victoria Avenue	8-Inch	AC	967
		8-Inch	PVC	3,279
		8-Inch	Techite	2,144
	Subtotal	N/A	N/A	6,979
B	La Crescenta Avenue	8-Inch	AC	167
	Sunset Lane	8-Inch	AC	1,868
	Channel Islands Boulevard	8-Inch	AC	896
		12-Inch	AC	1,114
		12-Inch	CI	585
		12-Inch	DI	16
		12-Inch	PVC	1,512
	Subtotal	N/A	N/A	6,158

H	Channel Islands Boulevard	6-Inch	DI	198
Total	N/A	N/A	N/A	13,335

Forcemain A extends from Lift Station A to Manhole C and is approximately 6,979 lineal feet in length. This forcemain entirely comprises of 8-inch diameter pipe. The forcemain begins on the discharge side of Lift Station A (northeast corner of Highland Avenue and Roosevelt Boulevard). The pipeline proceeds in a northwest direction and within the public right of way of Roosevelt Boulevard. At the intersection of Roosevelt Boulevard and Victoria Boulevard, the pipeline alignment turns and proceeds in a northerly direction within the public right of way of Victoria Boulevard. The forcemain discharges to Manhole C located near the northeast corner of the intersection of Victoria Boulevard and Channel Islands Boulevard.

Forcemain B extends from Lift Station B to Manhole C and is approximately 6,160 lineal feet in length. This forcemain comprises of 8-inch diameter and 12-inch diameter pipe. The forcemain begins on the discharge side of Lift Station B (intersection of La Crescenta Street and Ocean Drive). The pipeline proceeds in an easterly direction and within the public right of way of La Crescenta Street. At the intersection of La Crescenta Street and Sunset Lane, the pipeline alignment turns and proceeds in a northerly direction within the public right of way of Sunset Lane. At the intersection of Sunset Lane and Channel Islands Boulevard, the pipeline alignment turns and proceeds in an almost easterly direction within the public right of way of Channel Islands Boulevard. The forcemain discharges to Manhole C located near the northeast corner of the intersection of Victoria Boulevard and Channel Islands Boulevard. This forcemain begins as an 8-inch diameter pipeline and then its diameter is enlarged to 12-inches near the intersection of Channel Islands Boulevard and Harbor Boulevard.

There are two bridges on Channel Islands Boulevard crossings over the east and west boat waterways (channels). On the west channel bridge, the forcemain was installed within a utility port built into the bridge. On the east channel bridge, the forcemain is suspended under the bridge with steel pipe hangers.

Forcemain H is approximately 198 feet long and extends from Lift Station H to its connection point to Forcemain B. The pipe connects to Forcemain B at a point immediately west of the east channel bridge. The connection point is an 8" x 12" x 12" wye installed on Forcemain B. An 8" x 12" reducer and an 8-inch diameter gate valve complete this connection.



MEMORANDUM OF UNDERSTANDING

EXHIBIT C WORKSHEET

Reach	Description	Peak Capacity (MGD)	COOX (MGD)	% Capacity	COPH PWWF (MGD)	% Capacity	CIBCSD PWWF (MGD)	% Capacity
1	Victoria Avenue Line	2.15	1.03	47.67	0.225	10.47	0.9	41.86
2	Hemlock Trunk to MH AT+68	11.69	10.57	90.38	0.225	1.92	0.9	7.70
3	Hemlock Trunk - MH AT+68 to LS 29	11.69	10.12	86.53	0.675	5.77	0.9	7.70
4	LS 29 and Hemlock Force Main	18.3	16.73	91.39	0.675	3.69	0.9	4.92
5	Redwood Trunk Sewer	45.63	44.06	96.55	0.675	1.48	0.9	1.97

Reach	Description	Construction Bid Cost	Change Orders Cost	Const. Mgmt. Cost	Eng. Costs	Total Costs
1	Victoria Avenue Line (estimate)	\$960,000	\$0	\$250,000	\$87,500	\$1,297,500
2	Hemlock Trunk to MH AT+68	\$4,182,407	\$1,287,500	\$366,995	\$144,450	\$5,981,352
3	Hemlock Trunk - MH AT+68 to LS 29	\$46,518	\$0	\$4,082	\$1,613	\$52,213
4	LS 29 and Hemlock Force Main	\$3,951,772	\$0	\$1,006,416	\$607,436	\$5,565,624
5	Redwood Trunk Sewer	\$21,652,269	\$584,911	\$1,017,715	\$585,154	\$23,840,049

Reach	Description	COOX Cost	COOX %	COPH Cost	COPH %	CIBCSD Cost	CIBCSD %
1	Victoria Avenue Line	\$618,576	47.67	\$135,785	10.47	\$543,140	41.86
2	Hemlock Trunk to MH AT+68	\$5,405,730	90.38	\$115,124	1.92	\$460,498	7.70
3	Hemlock Trunk - MH AT+68 to LS 29	\$45,178	86.53	\$3,015	5.77	\$4,020	7.70
4	LS 29 and Hemlock Force Main	\$5,086,615	91.39	\$205,289	3.69	\$273,719	4.92
5	Redwood Trunk Sewer	\$23,017,168	96.55	\$352,663	1.48	\$470,218	1.97
	Totals	\$34,173,267		\$811,877		\$1,751,594	

G:\PROJECTS\20050589004\MOU\CapacitiesforMOUfinalREV5_18_06_C

5/18/2006

A-6680

AMENDMENT TO AGREEMENT

THIS AMENDMENT is entered effective the 16th day of December, 2008, by and between the CITY OF OXNARD, a political subdivision of the State of California, (hereinafter referred to as "Oxnard") and the CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT, a community services district formed pursuant to California Government Code Section 61000, et seq. (hereinafter referred to as "Channel Islands").

RECITALS

- A. Oxnard and Channel Islands have entered into a Wastewater Transportation and Treatment Agreement (Agreement No. A-6680) dated July 11, 2006 (hereinafter referred to as the "Agreement") attached hereto as Exhibit A and incorporated herein by reference.
- B. The parties wish to amend the Agreement and provide for a methodology of payment of capital funds by Channel Islands to Oxnard for the Victoria Trunk Sewer portion of the project set forth in the Agreement.

NOW, THEREFORE, it is agreed as follows:

1. Oxnard intends to construct the Victoria Trunk Sewer as set forth in the Agreement.
2. Pursuant to the Agreement, Channel Islands has agreed to pay its share of the capital and construction costs of the Victoria Trunk Sewer. Channel Islands agrees to pay to Oxnard prior to December 31, 2008, the sum of \$543,140 which represents its estimated share of the capital and construction costs of the Victoria Trunk Sewer as set forth in Paragraph 3 of the Agreement. The payment by Channel Islands to Oxnard shall be in a lump sum and shall be held by Oxnard for the purposes of the capital and construction costs of said improvements.
3. The parties agree that at the end of the construction of the Victoria Trunk Sewer, there shall be a "true-up" of the capital and construction costs owed by Channel Islands. The true-up shall be completed no later than December 31, 2010. In the event that the "true-up" shows an amount paid by Channel Islands (\$543,140) exceeds Channel Islands' share of the cost as provided in paragraph 3 of the Agreement, then Channel Islands shall receive a credit for such excess amount against the amount Channel Islands has agreed to pay to Oxnard for operation and maintenance costs contained in Paragraph 6 of the Agreement.

Moreover, if the "true-up" evidences that Channel Islands' estimated payments exceed the actual construction expenses, then Channel Islands will be credited with interest at the Local Agency Investment Fund Rate earned by Oxnard on its investments in such fund for

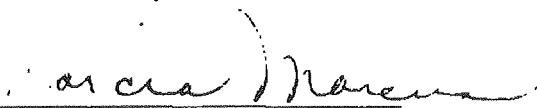
the amount of excess payments, commencing on the date payment is made. The interest amount shall be credited to Channel Islands as set forth in this paragraph.

4. Oxnard affirms that Channel Islands will have all rights to transport flow set forth in the Agreement.
5. Except as amended herein, the Agreement shall remain in full force and effect.

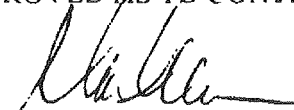
CITY OF OXNARD, a political
subdivision of the State of California

By 
Dr. Thomas E. Holden, Mayor

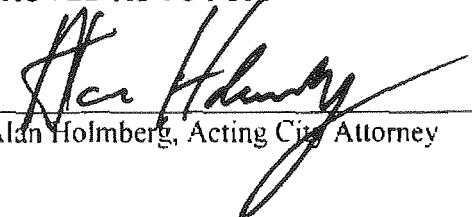
CHANNEL ISLANDS BEACH
COMMUNITY SERVICES DISTRICT,
a community services district formed
pursuant to California Government Code
Section 61000, et seq.

By 

APPROVED AS TO CONTENT

By 
Mark Norris, Assistant Public Works Director

APPROVED AS TO FORM:

By 
Alan Holmberg, Acting City Attorney

ATTEST

By 
Daniel Martinez, City Clerk

Exhibit A

Agreement No. A-6680

WASTEWATER TRANSPORTATION AND TREATMENT AGREEMENT

This Agreement is entered into this 11th day of July by and between the City of Oxnard, a political subdivision of the State of California, hereinafter referred to as "Oxnard" and the Channel Islands Beach Community Services District, a Community Services District formed pursuant to California Government Code §61000, et seq., hereinafter referred to as "Channel Islands". The term of this Agreement is 30 years. The Agreement may, upon mutual written agreement of the parties, be extended upon terms and conditions the same as or similar to those contained herein.

RECITALS

A. Oxnard owns, operates and maintains the Oxnard Wastewater Treatment Plant, hereinafter referred to as the "Treatment Plant".

B. Channel Islands provides sewer and wastewater services to its constituents located within Channel Islands service area. Channel Islands recently acquired in a negotiated settlement with the City of Port Hueneme, in Case No. CIV217391, the *City of Port Hueneme vs. Channel Islands Beach Community Services District*, certain pipelines and ancillary facilities for the transportation and disposal of sewage and wastewater. Those facilities include pump stations and force mains described and set forth in Exhibit "A" attached hereto and incorporated herein.

C. As part of the negotiated settlement, Channel Islands also acquired from the City of Port Hueneme the right to use certain treatment capacity in the Treatment Plant. Channel Islands acquired the right to utilize 0.5 million gallons per day (mgd) peak day dry weather flow and an equivalent 0.9 mgd peak day wet weather flow in the Treatment Plant.

D. The parties recognize that Oxnard is presently constructing a new wastewater collection and transportation system including pipelines, pumps and ancillary equipment to be constructed along Victoria Avenue from Channel Islands Boulevard (Victoria Trunk Sewer) to Hemlock where it will connect and tie into Redwood Trunk Sewer as shown in Exhibit B.

E. The parties recognize that Oxnard will receive wastewater from Channel Islands near the location of what has historically been Pump Station "C" operated and maintained by the City of Port Hueneme.

F. The parties recognize that Oxnard services a portion of its service area and constituents, through the Channel Islands collections system. These areas are collected by of Oxnard and pumped through various Pump Stations, including facilities owned and operated by Channel Islands, to Pump Station "C" as designated in Exhibit "A". The wastewater transported

to the Oxnard system at that point consists of wastewater generated from within Oxnard as well as Channel Islands.

G. Oxnard currently pays for the transport of that wastewater through an agreement with the City of Port Hueneme. Oxnard quarterly pays 91% of its regular sewer service charges collected from those properties served through Channel Islands system to the City of Port Hueneme. The City of Port Hueneme in turn pays Channel Islands the same amount it receives from Oxnard for that service.

H. Upon execution of this contract, and agreement by the City of Port Hueneme, the monthly sewer service fees collected from Oxnard by Port Hueneme and paid to Channel Islands, for the areas served through the Channel Islands system, will become a credit against the treatment costs associated with the all the wastewater flow from Channel Islands as discussed later in this document.

F. The parties wish to provide a methodology whereby Channel Islands participates in the capital and construction costs of the Victoria Trunk Sewer and Redwood Trunk Sewer projects and Channel Islands pays for the transportation, operation and maintenance of the pipeline, pumping and ancillary equipment necessary to convey Channel Island sewage and wastewater to the treatment plant. Furthermore the parties wish to set forth the terms and conditions upon which Oxnard will treat and dispose of Channel Islands sewage and wastewater at the Treatment Plant.

AGREEMENT

But now therefore it is agreed as follows:

1. The parties agree that the wastewater generated within the service area of Channel Islands, and certain portions of the City of Oxnard, will be transported through the Victoria Trunk Sewer and Redwood Trunk Sewer for treatment at the Treatment Plant.

2. Channel Islands shall participate in the capital and construction costs of the Victoria Trunk Sewer and Redwood Trunk Sewer projects pursuant to the terms set forth herein. Channel Islands share of the capital and construction costs shall be as set forth in Exhibit "C" and incorporated herein by reference. Exhibit C shall be updated by Oxnard periodically until construction is completed.

3. a. The parties agree that Channel Islands shall pay for its share of the capital and construction costs of the Victoria Trunk Sewer and Redwood Trunk Sewer in progress payments that are set forth in Exhibit "C" which is attached hereto and incorporated herein. The parties further agree that said progress payments shall be not more often than once a month and request for such payments shall be in writing by Oxnard, and shall be in a form mutually agreeable by the parties. Channel Islands agrees that within twenty (20) days after the receipt of the request for a progress payment, it will make payment or set forth its reasons for refusing to make a payment. Oxnard's request for a progress payment shall include Oxnard's representation that, to Oxnard's knowledge, information and belief that the work has progressed to the point

indicated and that the conditions precedent to Oxnard be entitled to such payments have been fulfilled. In order to verify the capital and construction costs, Oxnard agrees that it will provide to Channel Islands, upon written request, any documentation relating to the costs of construction of Victoria Trunk Sewer Redwood Trunk Sewer as shown in Exhibit B for which Channel Islands is being asked to contribute. The cost of the reproduction of said documentation shall be borne by Channel Islands. Furthermore, Oxnard will provide to Channel Islands any working drawings, schematics, blueprints, or construction drawings, relating to the Victoria Trunk Sewer and Redwood Trunk Sewer projects. The cost of the reproduction of said documents shall be borne by Channel Islands.

b. In addition, should extensive repair or replacement of the Victoria Trunk Sewer and Redwood Trunk Sewer be necessary because of acts of nature, god, war, system age and wear, or other reasons beyond the control of Oxnard, Channel Islands shall contribute to the cost of replacement or repair according to the provisions of Section 3a and the methodology described in Exhibit C, or in the alternative, Channel Islands may terminate this agreement.

4. Channel Islands shall in addition to the capital and construction fees set forth herein, pay a monthly service charge to Oxnard for the transportation and treatment of sewage and wastewater generated within the Channel Islands service area (including that portion of the Oxnard Service Area that goes through Channel Islands force mains that are tributary to Pump Station "C"). The monthly service charge will be calculated based upon flow and strength characteristics as measured (for BOD and SS) at Pump Stations "A" and "B" and designated for illustration purposes only in Exhibit "A", or at such other locations as are mutually agreed upon by the parties. The sewer service charge shall be the sum of the then existing fee based upon the Regional Treatment and Disposal Facility User Charge in accordance with City Ordinance No. 2632, as may be amended from time to time.

Measurements for the calibration calculation shall be done twice annually in May and November. The cost of said measuring shall be borne equally by Channel Islands and Oxnard and shall be done by or at the direction of Channel Islands. Channel Islands shall provide the documentation calculations by these measurements to Oxnard.

5. Oxnard shall charge Channel Islands on a monthly basis for the transport and treatment of its sewage and wastewater as set forth in paragraph 4 herein. The parties recognize that the reading at Manhole MHC, upon which Channel Islands monthly charge is based, includes that area of Oxnard that has its sewage and wastewater collected and transported by the Channel Islands system to Manhole MHC.

The parties therefore agree that the monthly fee due to Oxnard shall be based upon monthly flow measurements of each party's area and shall be adjusted semiannually based upon samples collected and tested in May and November which shall measure BOD and Suspended Solids. In other words, there shall be a "true-up" with a corresponding offset to the amount owed by Channel Islands for the sewage and wastewater generated by the ratepayers in Oxnard's Service Area which flows through Pump Station MHC.

6. a. Channel Islands agrees to pay to Oxnard, operation and maintenance fee for the to be constructed pump stations in the City of Oxnard system which services the Hemlock

and Redwood Trunk Sewer Line. The parties estimate that Channel Islands flow and the Hemlock line is 7.7% and less than 2% in the portion that the Redwood Trunk Sewer that transports and conveys Channel Islands sewage and wastewater. The parties agree that for purposes of simplicity, Once the Victoria Line is in operation, Channel Islands shall pay to Oxnard a fee of \$10,000.00 per month which shall be for the purpose of paying for the operation and maintenance of the pump stations in the City of Oxnard system. The fee shall be adjusted on the first day of July after the first full year of operations. An adjustment shall be made for the next fiscal year and yearly thereafter during the term of the Agreement. The adjusted fee shall be the percentage allocation of the actual cost of operation and maintenance and energy attributable to Channel Islands Sewage and Wastewater, including direct cost of labor and material as well as reasonable overhead and indirect cost. If Channel Islands does not agree with the cost provided by the City, it shall forthwith monthly pay the amount which it agrees represents such cost, in no event less than \$10,000. The parties shall then promptly arbitrate the issue of costs payable under the rules of the American Arbitration Association for commercial arbitration. If the actual cost is determined to be more than the amount paid, Channel Islands will pay the difference within 30 days of the final decision. If such actual cost is determined to be less than the amount paid, the City shall pay the difference to Channel Islands within 30 days.

7. To the extent possible, Oxnard will provide to Channel Islands on at least a quarterly basis, a status report setting forth the construction schedule for the pipeline set forth herein as well as an estimated date of completion.

8. The provisions of this Agreement shall be entered to the benefit of and be binding upon each of the parties and their successors and assigns. This Agreement shall continue in full force and effect until terminated by the mutual consent of the parties hereto. This Agreement may only be amended in writing by both the parties.

9. Channel Islands agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Channel Islands or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Channel Islands's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which Channel Islands or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Channel Islands' behalf would be held strictly liable.

10. The City agrees to indemnify, hold harmless and defend Channel Islands, its legislative body and each member thereof, and every officer, employee, representative or agent of Channel Islands, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by the City

or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on the City's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which the City or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Channel Islands' behalf would be held strictly liable.

11. Insurance

Each party represents that it is self-insured under applicable provisions of California Law.

12. Successors and Assigns

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

13. Force Majeure

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

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

15. Governing Law

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

16. Compliance with Laws

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

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

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

19. Counterparts

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

20. Expenses of Enforcement

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

21. Authority to Execute

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

22. Notices

- a. Any notices to Channel Islands may be delivered personally or by mail addressed to:
353 Santa Monica Drive
Channel Islands Beach, CA 93035-4473
Attention: General Manager
- b. Any notices to City may be delivered personally or by mail addressed to:
City of Oxnard
6001 S. Perkins Road
Oxnard, CA 93033
Attention: Assistant Public Works Director

23. Amendment

City and Channel Islands agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by both Manager and Channel Islands.

24. Entire Agreement

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

CITY OF OXNARD

CHANNEL ISLANDS BEACH COMMUNITY
SERVICES DISTRICTBy: 

Dr. Thomas E. Holden, Mayor

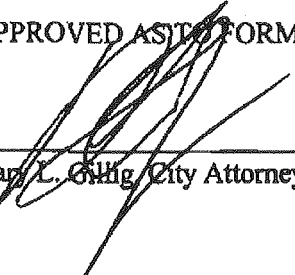
By: 

Marcia Marcus, President

ATTEST:


 Daniel Martinez, City Clerk

APPROVED AS TO FORM


 Gary L. Gilling, City Attorney

APPROVED AS TO INSURANCE:


 Marcie Medina, Finance Director

APPROVED AS TO CONTENT:

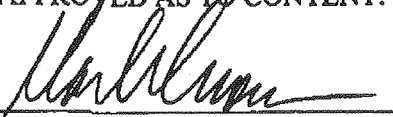

 Mark S. Norris, Assistant Public Works Director

EXHIBIT A

Channel Islands Beach CSD Facilities

Lift Station A

This facility is located on the northeast corner of Roosevelt Avenue and Highland Drive. The lift station consists of three below ground structures; a wet well, a utility vault that houses the pump and electrical equipment, and a meter vault. These are located within the improved right of way of Roosevelt Avenue. The pump equipment utility vault and the wet well are situated in the sidewalk on the east side of Roosevelt. The area surrounding the lift station is a mix of residential and commercial development.

This lift station serves an area that measures approximately 129 acres and serves approximately 1,200 parcels within the service area. The service area of this lift station is basically built out and the potential for future increased flows is minimal.

The buried circular precast concrete wet well collects wastewater from the adjacent collection system and serves as a forebay to the lift station. The only component of the wet well that is visible from the surface is the manhole cover located in the sidewalk.

Two recessed impeller sewage pumps (20 hp) are located adjacent to the wet well in a precast concrete utility vault also located belowground. The utility vault measures approximately 8 feet by 15 feet and is 17 feet deep. The pump units are equipped with suction and discharge piping and respective isolation valves. The pumps are actuated based on wastewater levels and speed is varied by variable frequency drives to maintain set levels in the wet well. The motor control center, and electrical and control equipment are contained within electrical panels situated within the utility vault. The control of the pump station is all located in the utility vault. Flow and pressure are monitored and recorded, but the information must be manually downloaded. Alarms are dialed into an emergency service via dedicated telephone lines.

The two pumps at this lift station are identical. Both pump units are rated for a flow of 470 gallons per minute at a total dynamic head of 66 feet. The lead-lag status of the two pumps has routinely been alternated to equalize wear on the units.

Lift Station B

The components of Lift Station B are virtually identical to those described above -on the west side of Ocean Drive immediately adjacent to the intersection of Ocean Drive and La Crescenta Street. The lift station is situated within a residential neighborhood. This lift station serves an area that measures approximately 174 acres and serves approximately 800 parcels within the service area. The service area of this lift station is basically built out and the potential for future increased flows is minimal.

Similar to Lift Station A, this lift station also has a buried circular precast concrete wet well which collects the sewage from the surrounding area. Two recessed impeller sewage pumps (20 hp) are located adjacent to the wet well in an 8 feet by 15 feet and 17 feet deep, belowground utility vault.

The two pumping units are identical; both units are rated for a flow of 470 gallons per minute at a

total dynamic head of 66 feet. The pumps are actuated based on wastewater levels in the wet well and speed is varied by variable frequency drives to maintain a set level in the wet well. Flow and pressure are monitored and recorded, but the information must be manually downloaded. Alarms are dialed into an emergency service via dedicated telephone lines.

Lift Station H

The components that comprise Lift Station H are virtually identical to those described above for Lift Station A and Lift Station B, with a few exceptions. These exceptions include; smaller pumping units, constant speed drivers, and no meter to measure the flow pumped by Lift Station H.

Lift Station H is located on the south side and within the improved right of way of Channel Islands Boulevard approximately 200 feet east of the intersection of Channel Islands Boulevard and Peninsula Road. The pumping station is situated in the sidewalk of a mixed residential/commercial area. Both the pump equipment utility vault and the wet well are situated in the sidewalk on the south side of Channel Islands Boulevard.

The station has a buried circular precast concrete wet well that collects the sewage from the surrounding area. Two recessed impeller sewage pumps (5 hp) are located adjacent to the wet well in an 8 feet by 15 feet and 17 feet deep utility vault. The pumping units are constant speed pumps and are equipped with suction and discharge piping and respective isolation valves. The pumps are actuated based on wastewater levels in the wet well.

FORCEMAINS

Separate forcemains convey the wastewater flows pumped from Lift Station A and Lift Station B to Manhole C. For the purpose of this document, those forcemains are referred to as Forcemain A and Forcemain B, respectively. In addition, there is a short segment of forcemain, referred to as Forcemain H, that connects the discharge piping of Lift Station H to Forcemain B. Table 1 provides a summary of the lengths of pipe, their diameters, and the materials that makeup these forcemains.

Table 1
Summary of Sewer Forcemains

Forcemain	Street	Size	Material	Length
A	Roosevelt Boulevard	8-Inch	AC	589
	Victoria Avenue	8-Inch	AC	967
		8-Inch	PVC	3,279
		8-Inch	Techite	2,144
	Subtotal	N/A	N/A	6,979
B	La Crescenta Avenue	8-Inch	AC	167
	Sunset Lane	8-Inch	AC	1,868
	Channel Islands Boulevard	8-Inch	AC	896
		12-Inch	AC	1,114
		12-Inch	CI	585
		12-Inch	DI	16
	Subtotal	N/A	N/A*	6,158

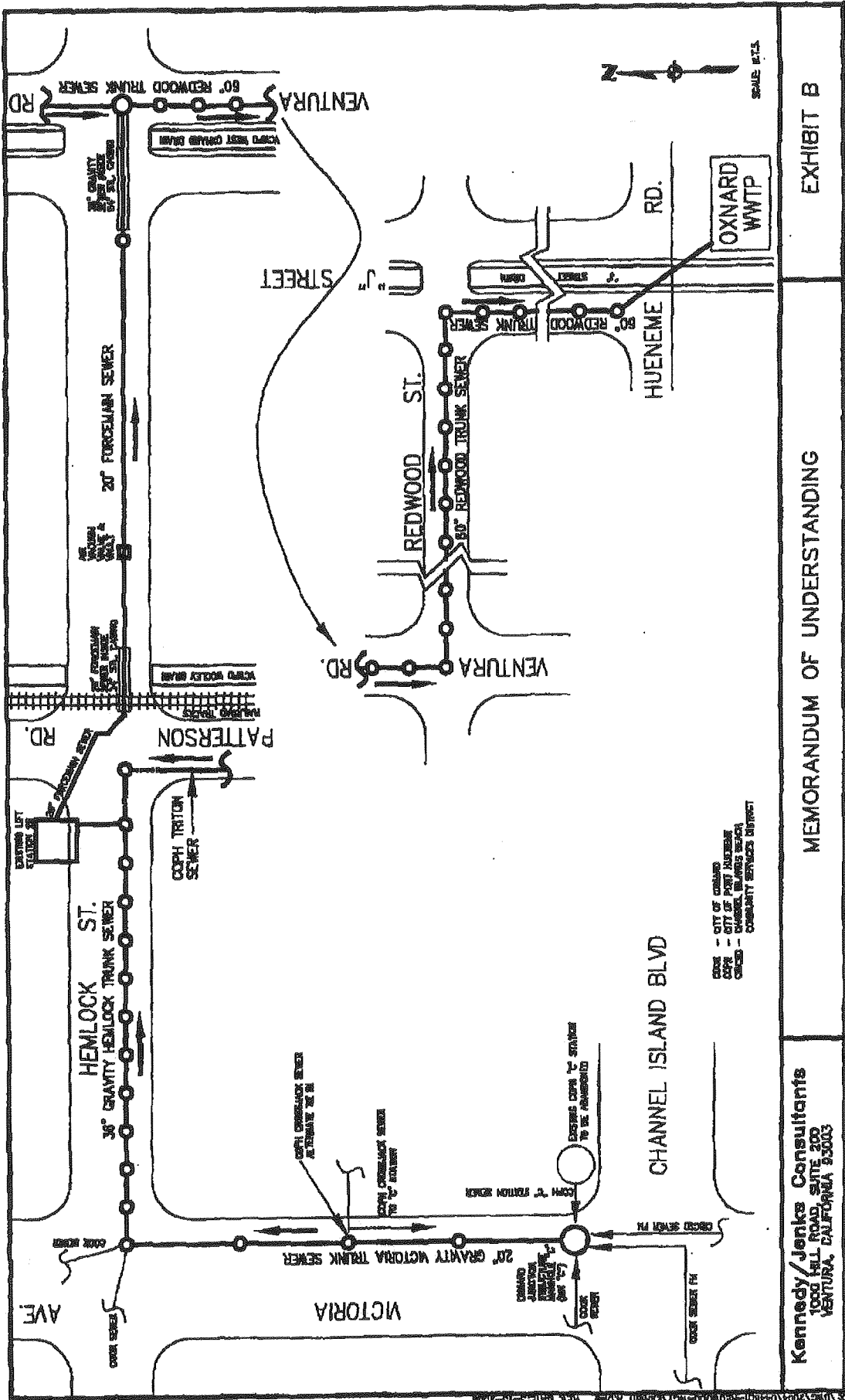
H	Channel Islands Boulevard	6-Inch	DI	198
Total	N/A	N/A	N/A	13,335

Forcemain A extends from Lift Station A to Manhole C and is approximately 6,979 lineal feet in length. This forcemain entirely comprises of 8-inch diameter pipe. The forcemain begins on the discharge side of Lift Station A (northeast corner of Highland Avenue and Roosevelt Boulevard). The pipeline proceeds in a northwest direction and within the public right of way of Roosevelt Boulevard. At the intersection of Roosevelt Boulevard and Victoria Boulevard, the pipeline alignment turns and proceeds in a northerly direction within the public right of way of Victoria Boulevard. The forcemain discharges to Manhole C located near the northeast corner of the intersection of Victoria Boulevard and Channel Islands Boulevard.

Forcemain B extends from Lift Station B to Manhole C and is approximately 6,160 lineal feet in length. This forcemain comprises of 8-inch diameter and 12-inch diameter pipe. The forcemain begins on the discharge side of Lift Station B (intersection of La Crescenta Street and Ocean Drive). The pipeline proceeds in an easterly direction and within the public right of way of La Crescenta Street. At the intersection of La Crescenta Street and Sunset Lane, the pipeline alignment turns and proceeds in a northerly direction within the public right of way of Sunset Lane. At the intersection of Sunset Lane and Channel Islands Boulevard, the pipeline alignment turns and proceeds in an almost easterly direction within the public right of way of Channel Islands Boulevard. The forcemain discharges to Manhole C located near the northeast corner of the intersection of Victoria Boulevard and Channel Islands Boulevard. This forcemain begins as an 8-inch diameter pipeline and then its diameter is enlarged to 12-inches near the intersection of Channel Islands Boulevard and Harbor Boulevard.

There are two bridges on Channel Islands Boulevard crossings over the east and west boat waterways (channels). On the west channel bridge, the forcemain was installed within a utility port built into the bridge. On the east channel bridge, the forcemain is suspended under the bridge with steel pipe hangers.

Forcemain H is approximately 198 feet long and extends from Lift Station H to its connection point to Forcemain B. The pipe connects to Forcemain B at a point immediately west of the east channel bridge. The connection point is an 8" x 12" x 12" wye installed on Forcemain B. An 8" x 12" reducer and an 8-inch diameter gate valve complete this connection.



MEMORANDUM OF UNDERSTANDING

EXHIBIT C WORKSHEET

Reach	Description	Peak Capacity (MGD)	COOX (MGD)	% Capacity	COPH PWWF (MGD)	% Capacity	CIBCSO PWWF (MGD)	% Capacity
1	Victoria Avenue Line	2.15	1.03	47.67	0.225	10.47	0.9	41.86
2	Hemlock Trunk to MH AT+68	11.69	10.57	90.38	0.225	1.92	0.9	7.70
3	Hemlock Trunk - MH AT+68 to LS 29	11.69	10.12	86.53	0.675	5.77	0.9	7.70
4	LS 29 and Hemlock Force Main	18.3	18.73	91.39	0.675	3.69	0.9	4.92
5	Redwood Trunk Sewer	45.63	44.06	96.55	0.675	1.48	0.9	1.97

Reach	Description	Construction Bld Cost	Change Orders Cost	Const. Mgmt. Cost	Eng. Costs	Total Costs
1	Victoria Avenue Line (estimate)	\$960,000	\$0	\$250,000	\$87,500	\$1,297,500
2	Hemlock Trunk to MH AT+68	\$4,182,407	\$1,287,500	\$365,895	\$144,450	\$5,881,352
3	Hemlock Trunk - MH AT+68 to LS 29	\$46,516	\$0	\$4,082	\$1,813	\$52,213
4	LS 29 and Hemlock Force Main	\$3,951,772	\$0	\$1,008,418	\$807,436	\$5,565,624
5	Redwood Trunk Sewer	\$21,652,269	\$584,911	\$1,017,715	\$585,154	\$23,840,049

Reach	Description	COOX Cost	COOX %	COPH Cost	COPH %	CIBCSO Cost	CIBCSO %
1	Victoria Avenue Line	\$818,576	47.67	\$135,785	10.47	\$543,140	41.86
2	Hemlock Trunk to MH AT+68	\$5,405,730	90.38	\$115,124	1.92	\$460,498	7.70
3	Hemlock Trunk - MH AT+68 to LS 29	\$45,178	86.53	\$3,015	5.77	\$4,020	7.70
4	LS 29 and Hemlock Force Main	\$5,088,615	91.39	\$205,289	3.69	\$273,719	4.92
5	Redwood Trunk Sewer	\$23,017,168	96.55	\$352,663	1.48	\$470,218	1.97
	Totals	\$34,173,267		\$811,877		\$1,751,594	

G:\PROJECTS\20050589004\MOU\CapacitiesforMOUfinalREV5_18_06_C

5/18/2006

A-6680

SECOND AMENDMENT TO AGREEMENT
BETWEEN
CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT
AND
CITY OF OXNARD

THIS SECOND AMENDMENT TO AGREEMENT ("Second Amendment") is made by and between the CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT, a community services district formed pursuant to California Government Code Section 61000, et seq. ("Channel Islands") and the CITY OF OXNARD, a political subdivision of the State of California ("Oxnard").

RECITALS

- A. Oxnard and Channel Islands entered into a Wastewater Transportation and Treatment Agreement (Agreement No. A-6680) dated July 11, 2006 ("2006 Agreement"), attached hereto as "Exhibit A" and incorporated herein by this reference.
- B. On December 16, 2008, Oxnard and Channel Islands entered into an Amendment to the 2006 Agreement ("First Amendment"), attached hereto as "Exhibit B" and incorporated herein by this reference. The First Amendment amended the 2006 Agreement to provide for a methodology of payment of capital funds by Channel Islands to Oxnard for capital and construction costs related to construction of the Victoria Trunk Sewer.
- C. The parties are currently engaged in good faith negotiations to finalize and execute a new Wastewater Transportation and Treatment Agreement that will entirely supersede the 2006 Agreement, as it may be amended, to more accurately reflect current system operations, and to provide an improved methodology to calculate costs for wastewater transportation and treatment. The new Wastewater Transportation and Treatment Agreement will also establish a billing approach that provides a more detailed, feasible, and verifiable methodology for calculating the respective costs to Channel Islands and Oxnard customers for wastewater collection, transportation and treatment.
- D. The parties mutually recognize the importance of negotiating and executing a new Wastewater Transportation and Treatment Agreement on or before December 31, 2013.
- E. The parties desire to enter into this Second Amendment in order to modify certain of their respective duties and obligations under the 2006 Agreement, as amended by the First Amendment, in a manner that will promote continued good faith negotiations by the parties towards finalization and execution of a new Wastewater Transportation and Treatment Agreement.
- F. The parties desire that, until such time as the parties execute a new Wastewater Transportation and Treatment Agreement or through December 31, 2013, whichever occurs first, the 2006 Agreement, as amended by the First Amendment and this Second Amendment, shall govern the respective duties and obligations of the parties on the terms and conditions set forth herein.

COUNCIL APPROVAL
DATE 7-30-13 AGENDA S-14

NOW, THEREFORE, it is agreed as follows:

1. All terms and conditions agreed upon by the parties and set forth in the 2006 Agreement, as amended by the First Amendment, shall remain in full force and effect, except those terms and conditions that are contrary to or inconsistent with the terms and conditions established by this Second Amendment.
2. This Second Amendment shall become effective upon execution by both parties. Unless otherwise specified, the terms and conditions set forth in this Second Amendment shall remain in effect through December 31, 2013 or until such time as the parties may execute a new Wastewater Transportation and Treatment Agreement, whichever occurs first.
3. The parties may, by mutual written agreement, either extend the effective term of this Second Amendment beyond December 31, 2013 or modify any of its terms and conditions.
4. The monthly service charge paid by Channel Islands to Oxnard for the treatment of sewage and wastewater generated within the Channel Islands service area (including that portion of the Oxnard Service Area that goes through Channel Islands force mains that are tributary to the Victoria Avenue Gravity Sewer Main) shall not be calculated in accordance with Section 4 and Section 5 of the 2006 Agreement. Instead, the monthly service charge shall be based on the average flow and loading values set forth in that certain letter dated March 23, 2006 attached hereto as "Exhibit C" and incorporated herein by this reference. Those flows and loading values are as follows: (a) Average Total Suspended Solids (TSS) = 50.87 thousand pounds per month; (b) Average Biochemical Oxygen Demand (BOD) = 52.9 thousand pounds per month; and, (c) Average Flow = 27.73 million gallons per month. Oxnard shall prepare and deliver to Channel Islands a monthly invoice for said service charges. For as long as this Agreement remains in effect, the treatment charge shall be based upon the Regional Treatment and Disposal Facility User Charge, as established by Oxnard Ordinance Number 2860, or subsequent rate ordinance updates. The current balance owed by Channel Islands to Oxnard for the period March 1, 2011 to March 31, 2013 is one million, thirty-seven thousand, thirty-one dollars, and ninety-seven cents (\$1,037,031.97). Channel Islands shall remit payment to Oxnard within thirty (30) days of receiving each monthly service charge invoice.
5. Section 6 of the 2006 Agreement is hereby amended to read as follows:

"Channel Islands agrees to pay Oxnard an operations and maintenance fee in the amount of sixty-one thousand, three hundred forty-six dollars and twenty-eight cents (\$61,346.28) as full and complete payment for transportation of Channel Islands wastewater flows through Oxnard's Victoria, Hemlock and Redwood Trunk lines and Lift Station Number 29 during the period of January 1, 2007 through March 31, 2013. The parties acknowledge and agree that this amount constitutes Channel Islands' share of Oxnard's total actual direct operations and maintenance costs for that period. Commencing on April 1, 2013, Channel Islands agrees to pay Oxnard a monthly operation and maintenance fee for transportation of its waste water through the Oxnard's trunk lines and lift station. The monthly fee shall reflect the percentage allocation of the trunk lines and Pump Stations' total operation and maintenance costs attributable to Channel Islands' wastewater flows as detailed in Exhibit C of the 2006

Agreement. Said costs may include, without limitation, direct costs of energy, labor and materials, as well as reasonable overhead and indirect cost. In no case shall the overhead or indirect cost exceed 15% of the direct cost. The monthly fee shall be paid by Channel Islands within thirty (30) days of Oxnard's providing Channel Islands with a written invoice detailing total operation and maintenance costs and the percentage allocation used by Oxnard to calculate the monthly fee. In the event that Channel Islands disputes the monthly fee, it shall pay the amount invoiced. The parties shall then promptly arbitrate the disputed monthly fee under the rules of the American Arbitration Association for commercial arbitration. If the monthly fee is determined to be more than the amount paid, Channel Islands will pay the difference within thirty (30) days of the final decision. If such actual cost is determined to be less than the amount paid, Oxnard shall pay the difference to Channel Islands within thirty (30) days."

It is the intent of the parties that the amendment to the 2006 Agreement set forth in this provision shall apply retroactively from the effective date of the 2006 Agreement, and shall survive the termination of this Agreement.

6. By this Second Amendment, and separate termination of its Joint Powers Agreement for Disposal of Waste and Sewage Agreement with the City of Port Hueneme (A-2408), Oxnard shall no longer quarterly pay a percentage of its regular sewer service charges collected from those properties served through the Channel Islands system to the City of Port Hueneme, and Port Hueneme shall no longer, in turn, pay Channel Islands the same amount it receives from Oxnard for that service. Instead, Oxnard shall directly pay Channel Islands, on a fiscal quarterly basis, a fixed charge of one hundred forty-two thousand, six hundred seventy-one dollars and nine cents (\$142,671.09) for the transportation of wastewater and use of the Channel Islands system ("Transportation Charge"). The Transportation Charge equals the average transportation cost based upon the two most recent quarterly payments paid by the City of Port Hueneme to Channel Islands, as adjusted for increases in the Single Family Residential sewer service rates as established by Oxnard Ordinance 2860 through the first quarter of calendar year 2013. Channel Islands shall prepare and deliver a quarterly invoice to Oxnard for payment of said Transportation Charge. Within fifteen (15) days of the end of each quarter, Channel Islands shall prepare and deliver to Oxnard an invoice for all Transportation Charges due and payable, which charges shall be paid by Oxnard within thirty (30) days of receipt.
 - a. From the effective date of this Agreement, the Transportation Charge shall be increased in proportion to percentage increases in Oxnard's Single Family Residential sewer service rates imposed after the first quarter of calendar year 2013. For example, if the Single Family Residential sewer service rates increase by two percent (2%), then the quarterly Transportation Charge increases by two percent (2%).
 - b. The balance owed by Oxnard to Channel Islands for the period March 1, 2011 to March 31, 2013 is one million, twenty-four thousand, six hundred ninety-five dollars and sixty-nine cents (\$1,024,695.69).
7. Within 15 days of the execution of this Amendment, Oxnard shall prepare a true-up invoice covering the period January 1, 2007 to March 31, 2013, in the amount of seventy-three thousand, six hundred eighty-two dollars and fifty-six cents (\$73,682.56), and Channel Islands shall pay within thirty (30) days.

8. The parties shall engage in good faith negotiations to finalize a new Wastewater Treatment and Transportation Agreement that will supersede the 2006 Agreement, as amended, with the intent of executing that new agreement on or before December 31, 2013.
9. The parties shall share all costs related to consultant studies required for the development of the new Wastewater Treatment and Transportation Agreement, including, without limitation, construction and engineering studies, wastewater flow studies, and rate studies. The manner in which shared costs are to be allocated between the parties shall be based upon the percentage flows in the two force mains as determined by the March 21, 2011 AECOM Force main Cost Sharing Evaluation, with Oxnard's share as 53 percent and Channel Islands' share as 47 percent, attached hereto as "Exhibit D" and incorporated herein by this reference..
10. The parties intend to incorporate the following billing approach into the terms and conditions set forth in the new Wastewater Transportation and Treatment Agreement:
 - a. Channel Islands shall pay for only wastewater flow generated by Channel Islands' wastewater customers. Measurements will be taken at Stations A and B, and influent flows from Oxnard customers at these two locations will be measured and removed from the billing.
 - i. Channel Islands shall install metering devices at Station A and B and provide monthly meter readings to Oxnard for billing purposes. Meter readings shall be taken between the 14th and 16th of each month.
 - ii. Oxnard shall install a metering device at Station No. 1 and provide monthly meter readings to Channel Islands for use in calculating Oxnard flows into Station B. Meter readings shall be taken between the 14th and 16th of each month. For Oxnard customers contributing to Station A, Channel Islands and Oxnard will agree to a mutually acceptable approach for calculating monthly flows based on a return-to-sewer ratio applied to monthly potable water billing data.
 - b. The \$10,000 monthly payment to Oxnard for facility operations set forth in the 2006 Agreement, shall be recalculated utilizing actual operational, maintenance and administration costs as determined and agreed upon by both parties.
 - c. Channel Islands will transfer ownership and operation of Lift Station H to Oxnard for consideration to be mutually agreed upon by the parties. This lift station services only wastewater produced by Oxnard customers and transferring ownership to Oxnard will provide additional flexibility in addressing future build out among the region served; areas along Peninsula Road, served by Lift Station H, have been identified by the Channel Islands Harbor Department for future development or major redevelopment.
 - d. The 91% percent charge paid by Oxnard to Channel Islands as set forth in the 2006 Agreement, as amended, will be eliminated. To compensate for transportation of wastewater and use of Channel Island facilities, a single structured monthly payment, to be paid by Oxnard, will be established based on the following components:
 - i. The percentage of Oxnard flow through Station A and B will be determined based on flow metering where practicable, or a return flow factor based on the

potable water consumption, and that percentage will be applied to operation and maintenance costs at Stations A and B.

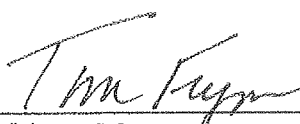
- ii. Since the monthly fee paid by Oxnard includes repair, rehabilitation and replacement costs, Channel Islands will be responsible for maintaining and replacing the force mains. Any costs that exceed the values provided within the estimated annual value will be divided between Oxnard and Channel Islands based on agreed-upon percentages.

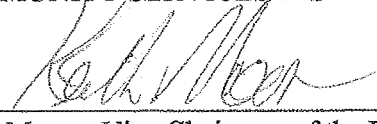
- e. Oxnard will pay Channel Island's a monthly charge for Oxnard's share of the total operational, maintenance, administration, and future capital replacement costs attributable to force mains owned by Channel Islands and used by Oxnard.

11. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

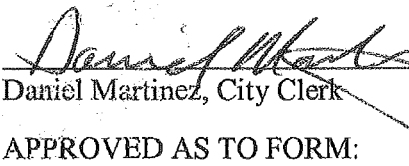
CHANNEL ISLANDS BEACH
COMMUNITY SERVICES DISTRICT

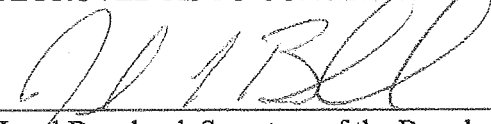

Tim Flynn, Mayor


Keith Moore, Vice Chairman of the Board

ATTEST:

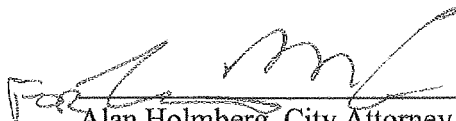
APPROVED AS TO CONTENT:


Daniel Martinez, City Clerk


Jared Bouchard, Secretary of the Board

APPROVED AS TO FORM:

APPROVED AS TO FORM:

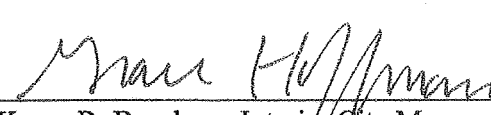

Alan Holmberg, City Attorney


John Matthews, District General Counsel

APPROVED AS TO INSURANCE:

APPROVED AS TO AMOUNT:


James Cameron, Risk Manager


Karen R. Burnham, Interim City Manager

APPROVED AS TO CONTENT:


Rob Roshanian, Interim Public Works Director


Anthony Emmert, Water Resources Manager

Exhibit A

Agreement No. A-6680

WASTEWATER TRANSPORTATION AND TREATMENT AGREEMENT

This Agreement is entered into this 11th day of July by and between the City of Oxnard, a political subdivision of the State of California, hereinafter referred to as "Oxnard" and the Channel Islands Beach Community Services District, a Community Services District formed pursuant to California Government Code §61000, et seq., hereinafter referred to as "Channel Islands". The term of this Agreement is 30 years. The Agreement may, upon mutual written agreement of the parties, be extended upon terms and conditions the same as or similar to those contained herein.

RECITALS

A. Oxnard owns, operates and maintains the Oxnard Wastewater Treatment Plant, hereinafter referred to as the "Treatment Plant".

B. Channel Islands provides sewer and wastewater services to its constituents located within Channel Islands service area. Channel Islands recently acquired in a negotiated settlement with the City of Port Hueneme, in Case No. CIV217391, the *City of Port Hueneme vs. Channel Islands Beach Community Services District*, certain pipelines and ancillary facilities for the transportation and disposal of sewage and wastewater. Those facilities include pump stations and force mains described and set forth in Exhibit "A" attached hereto and incorporated herein.

C. As part of the negotiated settlement, Channel Islands also acquired from the City of Port Hueneme the right to use certain treatment capacity in the Treatment Plant. Channel Islands acquired the right to utilize 0.5 million gallons per day (mgd) peak day dry weather flow and an equivalent 0.9 mgd peak day wet weather flow in the Treatment Plant.

D. The parties recognize that Oxnard is presently constructing a new wastewater collection and transportation system including pipelines, pumps and ancillary equipment to be constructed along Victoria Avenue from Channel Islands Boulevard (Victoria Trunk Sewer) to Hemlock where it will connect and tie into Redwood Trunk Sewer as shown in Exhibit B.

E. The parties recognize that Oxnard will receive wastewater from Channel Islands near the location of what has historically been Pump Station "C" operated and maintained by the City of Port Hueneme.

F. The parties recognize that Oxnard services a portion of its service area and constituents, through the Channel Islands collections system. These areas are collected by of Oxnard and pumped through various Pump Stations, including facilities owned and operated by Channel Islands, to Pump Station "C" as designated in Exhibit "A". The wastewater transported

1

COUNCIL APPROVAL

DATE: 07/11/06 AGENDA # I-8

to the Oxnard system at that point consists of wastewater generated from within Oxnard as well as Channel Islands.

G. Oxnard currently pays for the transport of that wastewater through an agreement with the City of Port Hueneme. Oxnard quarterly pays 91% of its regular sewer service charges collected from those properties served through Channel Islands system to the City of Port Hueneme. The City of Port Hueneme in turn pays Channel Islands the same amount it receives from Oxnard for that service.

H. Upon execution of this contract, and agreement by the City of Port Hueneme, the monthly sewer service fees collected from Oxnard by Port Hueneme and paid to Channel Islands, for the areas served through the Channel Islands system, will become a credit against the treatment costs associated with the all the wastewater flow from Channel Islands as discussed later in this document.

F. The parties wish to provide a methodology whereby Channel Islands participates in the capital and construction costs of the Victoria Trunk Sewer and Redwood Trunk Sewer projects and Channel Islands pays for the transportation, operation and maintenance of the pipeline, pumping and ancillary equipment necessary to convey Channel Island sewage and wastewater to the treatment plant. Furthermore the parties wish to set forth the terms and conditions upon which Oxnard will treat and dispose of Channel Islands sewage and wastewater at the Treatment Plant.

AGREEMENT

But now therefore it is agreed as follows:

1. The parties agree that the wastewater generated within the service area of Channel Islands, and certain portions of the City of Oxnard, will be transported through the Victoria Trunk Sewer and Redwood Trunk Sewer for treatment at the Treatment Plant.

2. Channel Islands shall participate in the capital and construction costs of the Victoria Trunk Sewer and Redwood Trunk Sewer projects pursuant to the terms set forth herein. Channel Islands share of the capital and construction costs shall be as set forth in Exhibit "C" and incorporated herein by reference. Exhibit C shall be updated by Oxnard periodically until construction is completed.

3. a. The parties agree that Channel Islands shall pay for its share of the capital and construction costs of the Victoria Trunk Sewer and Redwood Trunk Sewer in progress payments that are set forth in Exhibit "C" which is attached hereto and incorporated herein. The parties further agree that said progress payments shall be not more often than once a month and request for such payments shall be in writing by Oxnard, and shall be in a form mutually agreeable by the parties. Channel Islands agrees that within twenty (20) days after the receipt of the request for a progress payment, it will make payment or set forth its reasons for refusing to make a payment. Oxnard's request for a progress payment shall include Oxnard's representation that, to Oxnard's knowledge, information and belief that the work has progressed to the point

indicated and that the conditions precedent to Oxnard be entitled to such payments have been fulfilled. In order to verify the capital and construction costs, Oxnard agrees that it will provide to Channel Islands, upon written request, any documentation relating to the costs of construction of Victoria Trunk Sewer Redwood Trunk Sewer as shown in Exhibit B for which Channel Islands is being asked to contribute. The cost of the reproduction of said documentation shall be borne by Channel Islands. Furthermore, Oxnard will provide to Channel Islands any working drawings, schematics, blueprints, or construction drawings, relating to the Victoria Trunk Sewer and Redwood Trunk Sewer projects. The cost of the reproduction of said documents shall be borne by Channel Islands.

b. In addition, should extensive repair or replacement of the Victoria Trunk Sewer and Redwood Trunk Sewer be necessary because of acts of nature, god, war, system age and wear, or other reasons beyond the control of Oxnard, Channel Islands shall contribute to the cost of replacement or repair according to the provisions of Section 3a and the methodology described in Exhibit C, or in the alternative, Channel Islands may terminate this agreement.

4. Channel Islands shall in addition to the capital and construction fees set forth herein, pay a monthly service charge to Oxnard for the transportation and treatment of sewage and wastewater generated within the Channel Islands service area (including that portion of the Oxnard Service Area that goes through Channel Islands force mains that are tributary to Pump Station "C"). The monthly service charge will be calculated based upon flow and strength characteristics as measured (for BOD and SS) at Pump Stations "A" and "B" and designated for illustration purposes only in Exhibit "A", or at such other locations as are mutually agreed upon by the parties. The sewer service charge shall be the sum of the then existing fee based upon the Regional Treatment and Disposal Facility User Charge in accordance with City Ordinance No. 2632, as may be amended from time to time.

Measurements for the calibration calculation shall be done twice annually in May and November. The cost of said measuring shall be borne equally by Channel Islands and Oxnard and shall be done by or at the direction of Channel Islands. Channel Islands shall provide the documentation calculations by these measurements to Oxnard.

5. Oxnard shall charge Channel Islands on a monthly basis for the transport and treatment of its sewage and wastewater as set forth in paragraph 4 herein. The parties recognize that the reading at Manhole MHC, upon which Channel Islands monthly charge is based, includes that area of Oxnard that has its sewage and wastewater collected and transported by the Channel Islands system to Manhole MHC.

The parties therefore agree that the monthly fee due to Oxnard shall be based upon monthly flow measurements of each party's area and shall be adjusted semiannually based upon samples collected and tested in May and November which shall measure BOD and Suspended Solids. In other words, there shall be a "true-up" with a corresponding offset to the amount owed by Channel Islands for the sewage and wastewater generated by the ratepayers in Oxnard's Service Area which flows through Pump Station MHC.

6. a. Channel Islands agrees to pay to Oxnard, operation and maintenance fee for the to be constructed pump stations in the City of Oxnard system which services the Hemlock

and Redwood Trunk Sewer Line. The parties estimate that Channel Islands flow and the Hemlock line is 7.7% and less than 2% in the portion that the Redwood Trunk Sewer that transports and conveys Channel Islands sewage and wastewater. The parties agree that for purposes of simplicity, Once the Victoria Line is in operation, Channel Islands shall pay to Oxnard a fee of \$10,000.00 per month which shall be for the purpose of paying for the operation and maintenance of the pump stations in the City of Oxnard system. The fee shall be adjusted on the first day of July after the first full year of operations. An adjustment shall be made for the next fiscal year and yearly thereafter during the term of the Agreement. The adjusted fee shall be the percentage allocation of the actual cost of operation and maintenance and energy attributable to Channel Islands Sewage and Wastewater, including direct cost of labor and material as well as reasonable overhead and indirect cost. If Channel Islands does not agree with the cost provided by the City, it shall forthwith monthly pay the amount which it agrees represents such cost, in no event less than \$10,000. The parties shall then promptly arbitrate the issue of costs payable under the rules of the American Arbitration Association for commercial arbitration. If the actual cost is determined to be more than the amount paid, Channel Islands will pay the difference within 30 days of the final decision. If such actual cost is determined to be less than the amount paid, the City shall pay the difference to Channel Islands within 30 days.

7. To the extent possible, Oxnard will provide to Channel Islands on at least a quarterly basis, a status report setting forth the construction schedule for the pipeline set forth herein as well as an estimated date of completion.

8. The provisions of this Agreement shall be entered to the benefit of and be binding upon each of the parties and their successors and assigns. This Agreement shall continue in full force and effect until terminated by the mutual consent of the parties hereto. This Agreement may only be amended in writing by both the parties.

9. Channel Islands agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Channel Islands or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Channel Islands's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which Channel Islands or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Channel Islands' behalf would be held strictly liable.

10. The City agrees to indemnify, hold harmless and defend Channel Islands, its legislative body and each member thereof, and every officer, employee, representative or agent of Channel Islands, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by the City

or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on the City's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which the City or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Channel Islands' behalf would be held strictly liable.

11. Insurance

Each party represents that it is self-insured under applicable provisions of California Law.

12. Successors and Assigns

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

13. Force Majeure

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

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

15. Governing Law

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

16. Compliance with Laws

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

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

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

19. Counterparts

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

20. Expenses of Enforcement

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

21. Authority to Execute

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

22. Notices

- a. Any notices to Channel Islands may be delivered personally or by mail addressed to:
353 Santa Monica Drive
Channel Islands Beach, CA 93035-4473
Attention: General Manager
- b. Any notices to City may be delivered personally or by mail addressed to:
City of Oxnard
6001 S. Perkins Road
Oxnard, CA 93033
Attention: Assistant Public Works Director

23. Amendment

City and Channel Islands agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by both Manager and Channel Islands.

24. Entire Agreement

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

CITY OF OXNARD

CHANNEL ISLANDS BEACH COMMUNITY
SERVICES DISTRICT

By: 
Dr. Thomas E. Holden, Mayor

By: 
Marcia Marcus, President

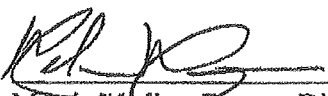
ATTEST:


Daniel Martinez, City Clerk

APPROVED AS TO FORM


Gary L. Gillig, City Attorney

APPROVED AS TO INSURANCE:


Marcie Medina, Finance Director

APPROVED AS TO CONTENT:


Mark S. Norris, Assistant Public Works Director

EXHIBIT A

Channel Islands Beach CSD Facilities

Lift Station A

This facility is located on the northeast corner of Roosevelt Avenue and Highland Drive. The lift station consists of three below ground structures; a wet well, a utility vault that houses the pump and electrical equipment, and a meter vault. These are located within the improved right of way of Roosevelt Avenue. The pump equipment utility vault and the wet well are situated in the sidewalk on the east side of Roosevelt. The area surrounding the lift station is a mix of residential and commercial development.

This lift station serves an area that measures approximately 129 acres and serves approximately 1,200 parcels within the service area. The service area of this lift station is basically built out and the potential for future increased flows is minimal.

The buried circular precast concrete wet well collects wastewater from the adjacent collection system and serves as a forebay to the lift station. The only component of the wet well that is visible from the surface is the manhole cover located in the sidewalk.

Two recessed impeller sewage pumps (20 hp) are located adjacent to the wet well in a precast concrete utility vault also located belowground. The utility vault measures approximately 8 feet by 15 feet and is 17 feet deep. The pump units are equipped with suction and discharge piping and respective isolation valves. The pumps are actuated based on wastewater levels and speed is varied by variable frequency drives to maintain set levels in the wet well. The motor control center, and electrical and control equipment are contained within electrical panels situated within the utility vault. The control of the pump station is all located in the utility vault. Flow and pressure are monitored and recorded, but the information must be manually downloaded. Alarms are dialed into an emergency service via dedicated telephone lines.

The two pumps at this lift station are identical. Both pump units are rated for a flow of 470 gallons per minute at a total dynamic head of 66 feet. The lead-lag status of the two pumps has routinely been alternated to equalize wear on the units.

Lift Station B

The components of Lift Station B are virtually identical to those described above -on the west side of Ocean Drive immediately adjacent to the intersection of Ocean Drive and La Crescenta Street. The lift station is situated within a residential neighborhood. This lift station serves an area that measures approximately 174 acres and serves approximately 800 parcels within the service area. The service area of this lift station is basically built out and the potential for future increased flows is minimal.

Similar to Lift Station A, this lift station also has a buried circular precast concrete wet well which collects the sewage from the surrounding area. Two recessed impeller sewage pumps (20 hp) are located adjacent to the wet well in an 8 feet by 15 feet and 17 feet deep, belowground utility vault.

The two pumping units are identical; both units are rated for a flow of 470 gallons per minute at a

total dynamic head of 66 feet. The pumps are actuated based on wastewater levels in the wet well and speed is varied by variable frequency drives to maintain a set level in the wet well. Flow and pressure are monitored and recorded, but the information must be manually downloaded. Alarms are dialed into an emergency service via dedicated telephone lines.

Lift Station H

The components that comprise Lift Station H are virtually identical to those described above for Lift Station A and Lift Station B, with a few exceptions. These exceptions include; smaller pumping units, constant speed drivers, and no meter to measure the flow pumped by Lift Station H.

Lift Station H is located on the south side and within the improved right of way of Channel Islands Boulevard approximately 200 feet east of the intersection of Channel Islands Boulevard and Peninsula Road. The pumping station is situated in the sidewalk of a mixed residential/commercial area. Both the pump equipment utility vault and the wet well are situated in the sidewalk on the south side of Channel Islands Boulevard.

The station has a buried circular precast concrete wet well that collects the sewage from the surrounding area. Two recessed impeller sewage pumps (5 hp) are located adjacent to the wet well in an 8 feet by 15 feet and 17 feet deep utility vault. The pumping units are constant speed pumps and are equipped with suction and discharge piping and respective isolation valves. The pumps are actuated based on wastewater levels in the wet well.

FORCEMAINS

Separate forcemains convey the wastewater flows pumped from Lift Station A and Lift Station B to Manhole C. For the purpose of this document, those forcemains are referred to as Forcemain A and Forcemain B, respectively. In addition, there is a short segment of forcemain, referred to as Forcemain H, that connects the discharge piping of Lift Station H to Forcemain B. Table 1 provides a summary of the lengths of pipe, their diameters, and the materials that makeup these forcemains.

Table 1
Summary of Sewer Forcemains

Forcemain	Street	Size	Material	Length
A	Roosevelt Boulevard	8-Inch	AC	589
	Victoria Avenue	8-Inch	AC	967
		8-Inch	PVC	3,279
		8-Inch	Techite	2,144
	Subtotal	N/A	N/A	6,979
B	La Crescenta Avenue	8-Inch	AC	167
	Sunset Lane	8-Inch	AC	1,868
	Channel Islands Boulevard	8-Inch	AC	896
		12-Inch	AC	1,114
		12-Inch	CI	585
		12-Inch	DI	16
		12-Inch	PVC	1,512
	Subtotal	N/A	N/A	6,158

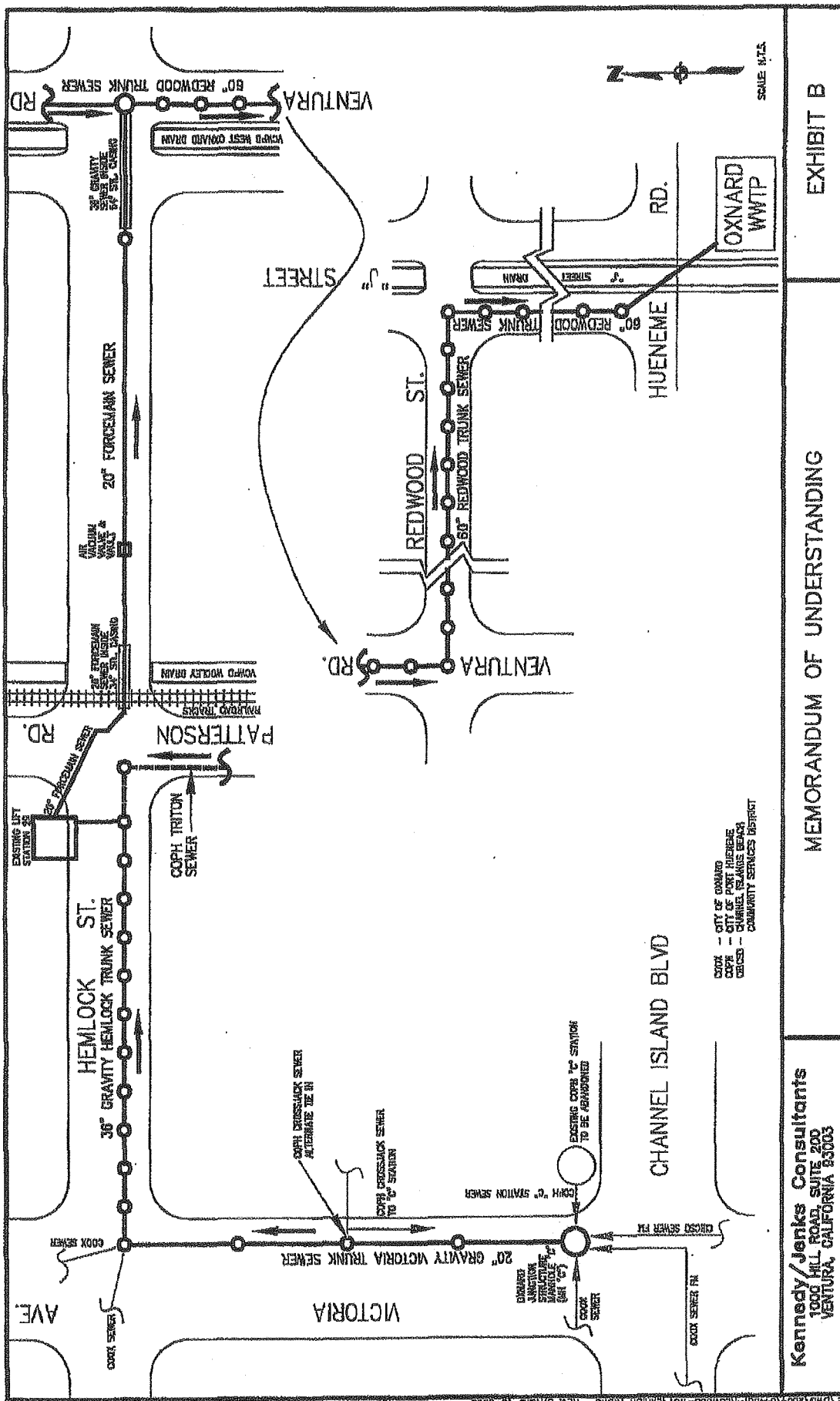
H	Channel Islands Boulevard	6-Inch	DI	198
Total	N/A	N/A	N/A	13,335

Forcemain A extends from Lift Station A to Manhole C and is approximately 6,979 lineal feet in length. This forcemain entirely comprises of 8-inch diameter pipe. The forcemain begins on the discharge side of Lift Station A (northeast corner of Highland Avenue and Roosevelt Boulevard). The pipeline proceeds in a northwest direction and within the public right of way of Roosevelt Boulevard. At the intersection of Roosevelt Boulevard and Victoria Boulevard, the pipeline alignment turns and proceeds in a northerly direction within the public right of way of Victoria Boulevard. The forcemain discharges to Manhole C located near the northeast corner of the intersection of Victoria Boulevard and Channel Islands Boulevard.

Forcemain B extends from Lift Station B to Manhole C and is approximately 6,160 lineal feet in length. This forcemain comprises of 8-inch diameter and 12-inch diameter pipe. The forcemain begins on the discharge side of Lift Station B (intersection of La Crescenta Street and Ocean Drive). The pipeline proceeds in an easterly direction and within the public right of way of La Crescenta Street. At the intersection of La Crescenta Street and Sunset Lane, the pipeline alignment turns and proceeds in a northerly direction within the public right of way of Sunset Lane. At the intersection of Sunset Lane and Channel Islands Boulevard, the pipeline alignment turns and proceeds in an almost easterly direction within the public right of way of Channel Islands Boulevard. The forcemain discharges to Manhole C located near the northeast corner of the intersection of Victoria Boulevard and Channel Islands Boulevard. This forcemain begins as an 8-inch diameter pipeline and then its diameter is enlarged to 12-inches near the intersection of Channel Islands Boulevard and Harbor Boulevard.

There are two bridges on Channel Islands Boulevard crossings over the east and west boat waterways (channels). On the west channel bridge, the forcemain was installed within a utility port built into the bridge. On the east channel bridge, the forcemain is suspended under the bridge with steel pipe hangers.

Forcemain H is approximately 198 feet long and extends from Lift Station H to its connection point to Forcemain B. The pipe connects to Forcemain B at a point immediately west of the east channel bridge. The connection point is an 8" x 12" x 12" wye installed on Forcemain B. An 8" x 12" reducer and an 8-inch diameter gate valve complete this connection.



MEMORANDUM OF UNDERSTANDING

EXHIBIT C WORKSHEET

Reach	Description	Peak Capacity (MGD)	COOX (MGD)	% Capacity	COPH PWWF (MGD)	% Capacity	CIBCSO PWWF (MGD)	% Capacity
1	Victoria Avenue Line	2.15	1.03	47.87	0.225	10.47	0.9	41.86
2	Hemlock Trunk to MH AT+68	11.69	10.57	90.38	0.225	1.92	0.9	7.70
3	Hemlock Trunk - MH AT+68 to LS 29	11.69	10.12	86.53	0.675	5.77	0.9	7.70
4	LS 29 and Hemlock Force Main	18.3	16.73	91.39	0.675	3.59	0.9	4.92
5	Redwood Trunk Sewer	45.63	44.06	96.55	0.675	1.48	0.9	1.97

Reach	Description	Construction Bid Cost	Change Orders Cost	Const. Mgmt. Cost	Eng. Costs	Total Costs
1	Victoria Avenue Line (estimate)	\$960,000	\$0	\$250,000	\$87,500	\$1,297,500
2	Hemlock Trunk to MH AT+68	\$4,182,407	\$1,287,500	\$366,995	\$144,450	\$5,981,352
3	Hemlock Trunk - MH AT+68 to LS 29	\$46,518	\$0	\$4,082	\$1,513	\$52,213
4	LS 29 and Hemlock Force Main	\$3,951,772	\$0	\$1,006,416	\$607,436	\$5,565,624
5	Redwood Trunk Sewer	\$21,652,269	\$584,911	\$1,017,715	\$585,154	\$23,840,049

Reach	Description	COOX Cost	COOX %	COPH Cost	COPH %	CIBCSO Cost	CIBCSO %
1	Victoria Avenue Line	\$618,576	47.57	\$135,785	10.47	\$543,140	41.86
2	Hemlock Trunk to MH AT+68	\$5,405,730	90.38	\$115,124	1.92	\$480,488	7.70
3	Hemlock Trunk - MH AT+68 to LS 29	\$45,178	86.53	\$3,015	5.77	\$4,020	7.70
4	LS 29 and Hemlock Force Main	\$5,086,615	91.39	\$205,289	3.69	\$273,719	4.92
5	Redwood Trunk Sewer	\$23,017,168	96.55	\$352,663	1.48	\$470,218	1.97
	Totals	\$34,173,267		\$811,877		\$1,751,594	

G:\PROJECTS\2005\0589004\MOU\CapacitiesforMOUfinalREV5_18_06_C

5/18/2006

Exhibit B

A-6680

AMENDMENT TO AGREEMENT

THIS AMENDMENT is entered effective the 16th day of December, 2008, by and between the CITY OF OXNARD, a political subdivision of the State of California, (hereinafter referred to as "Oxnard") and the CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT, a community services district formed pursuant to California Government Code Section 61000, et seq. (hereinafter referred to as "Channel Islands").

RECITALS

- A. Oxnard and Channel Islands have entered into a Wastewater Transportation and Treatment Agreement (Agreement No. A-6680) dated July 11, 2006 (hereinafter referred to as the "Agreement") attached hereto as Exhibit A and incorporated herein by reference.
- B. The parties wish to amend the Agreement and provide for a methodology of payment of capital funds by Channel Islands to Oxnard for the Victoria Trunk Sewer portion of the project set forth in the Agreement.

NOW, THEREFORE, it is agreed as follows:

1. Oxnard intends to construct the Victoria Trunk Sewer as set forth in the Agreement.
2. Pursuant to the Agreement, Channel Islands has agreed to pay its share of the capital and construction costs of the Victoria Trunk Sewer. Channel Islands agrees to pay to Oxnard prior to December 31, 2008, the sum of \$543,140 which represents its estimated share of the capital and construction costs of the Victoria Trunk Sewer as set forth in Paragraph 3 of the Agreement. The payment by Channel Islands to Oxnard shall be in a lump sum and shall be held by Oxnard for the purposes of the capital and construction costs of said improvements.
3. The parties agree that at the end of the construction of the Victoria Trunk Sewer, there shall be a "true-up" of the capital and construction costs owed by Channel Islands. The true-up shall be completed no later than December 31, 2010. In the event that the "true-up" shows an amount paid by Channel Islands (\$543,140) exceeds Channel Islands' share of the cost as provided in paragraph 3 of the Agreement, then Channel Islands shall receive a credit for such excess amount against the amount Channel Islands has agreed to pay to Oxnard for operation and maintenance costs contained in Paragraph 6 of the Agreement.

Moreover, if the "true-up" evidences that Channel Islands' estimated payments exceed the actual construction expenses, then Channel Islands will be credited with interest at the Local Agency Investment Fund Rate earned by Oxnard on its investments in such fund for

1

COUNCIL APPROVAL
DATE: 12-16-08 AGENDA # I-8

the amount of excess payments, commencing on the date payment is made. The interest amount shall be credited to Channel Islands as set forth in this paragraph.

4. Oxnard affirms that Channel Islands will have all rights to transport flow set forth in the Agreement.
5. Except as amended herein, the Agreement shall remain in full force and effect.

CITY OF OXNARD, a political
subdivision of the State of California

By 
Dr. Thomas E. Holden, Mayor

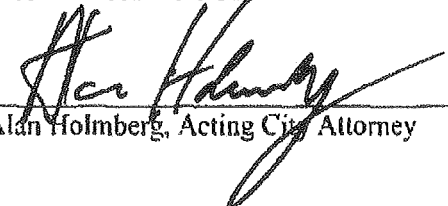
CHANNEL ISLANDS BEACH
COMMUNITY SERVICES DISTRICT,
a community services district formed
pursuant to California Government Code
Section 61000, et seq.

By 

APPROVED AS TO CONTENT

By 
Mark Norris, Assistant Public Works Director

APPROVED AS TO FORM:

By 
Alan Holmberg, Acting City Attorney

ATTEST

By 
Daniel Martinez, City Clerk

Exhibit C



City of Port Hueneme

March 23, 2006

Channel Islands Beach Community Services District
 Attn: Mr. James D. Kuykendall, P.E.
 353 Santa Monica Drive
 Channel Islands Beach, CA 93035

**REF: TREATMENT AND DISPOSAL FEE AS STIPULATED IN FINAL SETTLEMENT
 AGREEMENT BETWEEN CITY OF PORT HUENEME (COPH) AND CHANNEL
 ISLANDS BEACH COMMUNITY SERVICES DISTRICT (CIBCSO)**

Dear Mr. Kuykendall:

The City of Port Hueneme is proposing, for purposes of Section 3.1.A (2) and Section 3.1.D of the settlement agreement, the method for calculating how COPH will charge CIBCSO for the Regional Wastewater Treatment Facility (RWTF) Treatment /Disposal fee and half of the costs related to sampling and testing of the wastewater at Pump Station C.

With one year's worth of sampling data of COPH and CIBCSO wastewater having been recorded, COPH proposes that in lieu of continued sampling (which cost \$21,420 in calendar year 2005), CIBCSO's average monthly TSS, BOD, and flow for calendar year 2005 be used as the method to calculate CIBCSO's RWTF Treatment/Disposal fee (commencing April 2006) until CIBCSO disconnects, as set forth in the final settlement agreement, from COPH's system. Please see the attachment for details. Based upon Oxnard's current RWTF Treatment/Disposal fee, this results in a current monthly RWTF Treatment/Disposal fee in the amount of \$33,803. This Treatment/Disposal fee, along with the City's monthly operating cost, which is currently ~~\$12,133.50~~ per month, makes the total monthly charge payable to COPH from CIBCSO ~~\$45,936.50~~. This charge will remain consistent until such time as Oxnard amends its user charges (at which time CIBCSO's fee will be amended as well based upon the above method), or until January 1, 2007 when the City's monthly operating cost will be increased pursuant to Section 3.1.A (1) of the settlement agreement.

If this proposal regarding the method for calculating RWTF Treatment/Disposal Fees is satisfactory to your agency, please execute the enclosed additional copy of this letter and return it to the City and remit payment of the set amount beginning in April 2006. Please return your response to the following address:

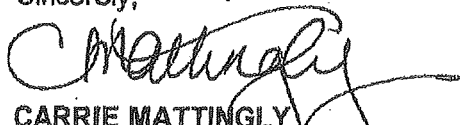
City of Port Hueneme
 Attn: Utility Services Director
 250 North Ventura Road
 Port Hueneme, CA 93041

250 North Ventura Road • Port Hueneme, California 93041 • Phone (805) 986-6500

CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT
MARCH 23, 2006
PAGE 2

If you have any questions or would like to discuss this matter further, please feel free to contact me at (805) 986-6506.

Sincerely,


CARRIE MATTINGLY
UTILITY SERVICES DIRECTOR

If the above is acceptable to your agency, please indicate with your signature below.

James D. Kuykendall, P.E.
General Manager, Channel Islands Beach Community Services District

c: City Manager
City Attorney
Financial Services Director
~~Wastewater Superintendent~~

- Facility Users Charge Table

FACILITY USER CHARGES TABLE

CIBCSD average flow and loading January 2005 – December 2005:

Average Total Suspended Solids (TSS) = 50.87 thousand pounds per month

Average Biochemical Oxygen Demand (BOD) = 52.9 thousand pounds per month

Average Flow = 27.73 million gallons per month

City of Oxnard Facility User Charges based on formula established in Oxnard Ordinance #2632:

\$496.986 per million gallons

\$171.501 per thousand pounds of BOD

\$215.349 per thousand pounds TSS

CIBCSD treatment and disposal fee based on Oxnard's current charges

	Quantity	X	Rate	Total \$
Flow	27.73	X	\$496.845	\$13,777
BOD	52.9	X	\$171.501	\$9,072
TSS	50.87	X	\$215.349	\$10,954
Total				\$33,803

Oxnard Ordinance #2632 expires June 30, 2006. City of Port Hueneme has received no response from Oxnard staff as to when new rates will be available.

Exhibit D



AECOM
5851 Thille Street, Suite 201
Ventura, CA 93003
www.aecom.com

(805) 644-9704 Tel
(805) 642-8277 Fax

March 21, 2011

Jared Bouchard, District General Manager
Channel Islands Beach
Community Services District
353 Santa Monica Drive
Channel Islands Beach, CA 93035

Subject: Forcemain Cost Sharing Evaluation
Project No. 60212048

Dear Mr. Bouchard:

In support of the "Forcemain A&B Cost-Sharing Agreement", detailing the cost sharing between Channel Islands Beach Community Services District (District) and City of Oxnard (City), the District secured the services of a consultant to determine an appropriate cost-sharing arrangement between the two stakeholders. The subsequent document, "Cost-Sharing Recommendations for Rehabilitation of Forcemains A & B", included as Attachment 1, outlines an approach to equitably allocate the costs of the project between the District and Oxnard. The aforementioned document provides an approach based on existing system use; the alternative approach outlined in the following section focuses on allocations based on future use.

Revised Approach

The Ventura County Harbor area, which receives wastewater service from the City of Oxnard, has been identified for future development and increased potable water demand. This increase in potable water demand is outlined in the 2010 Channel Islands Beach Community Services District – Infrastructure Review, relevant sections included as Attachment 2. The report includes an estimate of future demand based on existing and projected land uses, and was developed in conjunction with direction from the District and Ventura County Harbor staff. Conversely, it is understood that development within the District wastewater service areas is essentially built-out, and that existing potable water demand and the resulting wastewater flows can be considered adequate for estimates of future flow.

The land use map and corresponding demand estimates from the 2010 District - Infrastructure Review and the return-to-sewer ratios included in the previous cost-sharing evaluation, was used to develop estimated future flows from the Harbor areas. Table 1 provides a summary of the results.



TABLE 1
ESTIMATED FUTURE HARBOR WASTEWATER FLOWS

Forcemain	Pipe Segment	Area Description	Area ^(a) (acres)	Land Use Demand (gpd/acre) ^(b)	Calculated Demand (gpm)	RTS ^(c)	Estimated Sewer Flows (gpm)
A	1	Launch Ramp	8.38	550	3.2	0.7	2.2
		Boating Dependent Industrial	9.87	160	1.1	0.7	0.8
		Visitor Serving Harbor Oriented	3.00	4,700	9.8	0.9	8.8
		Visitor Serving Non Boating Dependent	5.70	230	0.9	0.7	0.6
		Total	26.95				12.4
	2	Mixed Use High	7.28	4,810	24	0.9	21.6
	Total	7.28				21.6	
B	1	Mult-Family Residential	4.46	3,910	12.1	0.9	10.9
		Visitor Serving Harbor Oriented	10.40	4,700	33.9	0.9	30.5
		Park	6.62	3,125	14.4	0.5	7.2
		Mixed Use Low	3.00	3,000	6.3	0.9	5.7
		Parking/Landscaping	22.87	490	7.8	0.6	4.7
		Total	47.35				59.0
	3	Mult-Family Residential	28.06	3,910	76.2	0.9	68.6
		Visitor Serving Harbor Oriented	15.95	4,700	52.1	0.9	46.9
		Mixed Use Low	2.37	3,000	4.9	0.9	4.4
		Parking/Landscaping	0.57	490	0.2	0.6	0.1
		Other - 130 Units North of CI Blvd ^(d)	-	-	14	0.9	12.6
	Total	46.95				132.6	

(a) Area for each land use was developed using the GIS files prepared for Figure 5-5 of the 2010 District – Infrastructure Review.

(b) Estimated Land Use Demands were developed based on Table 3-3 of the 2010 District – Infrastructure Review.

(c) To provide a comparison of the values developed in the previous recommendations, the same return-to-sewer ratios were used.

(d) The residential units designated in this category were not included in the 2010 District – Infrastructure Review since this area receives potable water service from the City of Oxnard. To determine the wastewater impact from this service area, the number of units was calculated following review of City of Port Hueneme Wastewater Service Charges invoice dated 18 January 2011 and was found to be 130 units. The average potable water demand of these units was assumed to be consistent with the average single family potable water demand from the District residential units, the average calculated value was determined to be 6.4 HCF between 2008-10.

The future wastewater flows developed in Table 1 were used to determine the updated cost-sharing values based on the revised approach. The proposed cost sharing values are presented in Table 2, in addition to the values developed as part of the original evaluation, which are based on existing flows.

TABLE 2
 PIPE LENGTH RESPONSIBILITIES

Forcemain Segment	Pipe Length (feet)	Existing			Ultimate		
		Customer	Cumulative Flow (gpm)	Percent Contribution	Responsible Pipe Length (feet)	Cumulative Flow (gpm)	Percent Contribution
A	1	Oxnard	7.8	6	385	12.4	9
		District	126.1	94	6,221	126.1	91
		Total	133.9			138.5	
	2	Oxnard	13.7	10	71	34.0	21
		District	126.1	90	651	126.1	79
		Total	139.8			160.1	
B	1	Oxnard	28.4	24	796	59.0	40
		District	90.2	76	2,529	90.2	60
		Total	118.6			149.2	
	2	Oxnard	138.3	61	1,138	168.9	65
		District	90.2	39	742	90.2	35
		Total	228.5			259.1	
3	741	Oxnard	230.5	72	533	301.5	77
		District	90.2	28	208	90.2	23
		Total	320.7			391.7	



AECOM
5851 Thille Street, Suite 201
Ventura, CA 93003
www.aecom.com

(805) 644-9704 Tel
(805) 642-8277 Fax

A summary of the resulting overall cost sharing for both forcemains is presented in Table 3.

**TABLE 3
ALLOCATION SUMMARY**

Customer	Forcemain A		Forcemain B	
	Allocated Pipe Length (feet)	Funding Allocation (Percent)	Allocated Pipe Length (feet)	Funding Allocation (Percent)
Oxnard	746	10	3,123	53
District	6,582	90	2,823	47
Total	7,328	100	5,946	100

Recommendation

The approach developed for this cost-sharing approach provides a more accurate reflection of each stakeholder's estimated use of the two forcemains. Based on this approach, the District should supply 90 percent of funding for Forcemain A and 47 percent for Forcemain B, and the City should provide the remaining 10 percent funding for Forcemain A and 53 percent for Forcemain B.

Sincerely,

Ryan Gallagher
Project Manager

Attachment 1 - "Cost-Sharing Recommendations for Rehabilitation of Forcemains A & B"

Attachment 2 – Figure 5-5 and Table 3-3 of the 2010 CIBCSO Infrastructure Review

Kennedy/Jenks Consultants

Engineers & Scientists

2775 North Ventura Road, Suite 100
Oxnard, California 93036
805-973-5700
FAX: 805-973-1440

27 January 2011

Mr. Jared Bouchard
District Manager
Channel Islands Beach Community Services District
353 Santa Monica Drive
Channel Islands Beach, CA 93035

Subject: Cost-Sharing Recommendations for Rehabilitation of Force mains A & B
K/J 1189003*00

Dear Mr. Bouchard:

The Channel Islands Beach Community Services District (District) and the City of Oxnard (City) have drafted the "Force main A & B Cost-Sharing Agreement" which details the funding required from the District and City for rehabilitation of Force mains A and B. In order to finalize the Cost-Sharing Agreement, Kennedy/Jenks has analyzed the District and City sewage flow ratios within each Force main. The procedure, assumptions, and results are described below.

Procedure

Kennedy/Jenks Consultants is concurrently working with the City on a Harbor Wastewater Modeling Project in which potable water billing information for District and City customers averaged over a two year period has been obtained. Return to Sewer Ratios (RTS) for each customer land use type have been previously calibrated to best match flow monitoring data provided by the City. These ratios were applied to the potable water billing data to determine sewage flows for this analysis.

Sewage flows attributed to the District and City are based on which entity provides the sewage service to each potable water customer within the Project boundary. Potable water customers are denoted as black dots or "nodes" on Figure 1 which shows the limits for District and City sewer service. The potable water billing information attributed to each customer node that lies within the blue shaded area is considered a City sewer customer while the potable water billing information attributed to each customer node that lies within the Orange shaded area is deemed a District sewer Customer.

Assumptions

Force mains A and B are broken up into 2 and 3 segments, respectively. The limits of each segment are shown on Figure 2 and are described as follows:

Kennedy/Jenks Consultants

Mr. Jared Bouchard
 Channel Islands Beach Community Services District
 27 January 2011
 Page 2

Forcemain A

- Segment 1 – From Lift Station A to interconnect with Lift Station #27.
- Segment 2 – From interconnect with Lift Station #27 to Lift Station C.

Forcemain B

- Segment 1 – From Lift Station B to the corner of Harbor Blvd. and Channel Islands Blvd.
- Segment 2 – From corner of Harbor Blvd. and Channel Islands Blvd. to interconnect with Lift Station H.
- Segment 3 – From interconnect with Lift Station H to Lift Station C.

Figure 3 shows the five (5) Contribution Areas that account for the flows to the corresponding segments of pipe for each Forcemain. For example, Segment 3 of Forcemain B includes the sum of all District and City flows from Contribution Areas 1, 2, and 3 while Segment 1 only includes the flows from Contribution Area 1. The Contribution Areas were determined based on survey information found in the City's April 2004 Sewer Atlas and personal communication with the District.

Average Dry Weather Flow (ADWF) in Gallons per Minute (GPM) was used for all sewage flows considered in this analysis. The following RTS values were applied to each customer's average annual potable water consumption in GPM based on land use type:

- Park – 0.5
- Parking/Landscaping – 0.6
- Peninsula Point – 0.8
- Residential – 0.9
- Residential 2 – 0.9
- VSHO – 0.9
- VSNR – 0.7
- Irrigation – 0.1
- Commercial – 0.9
- School – 0.9

Results

Kennedy/Jenks Consultants has determined the percentage of District and City sewage flows within each of the two (2) segments of Forcemain A and each of the three (3) segments of Forcemain B. As flows increase from Segments 1 to 2 for Forcemain A and from Segments 1 to 2 to 3 for Forcemain B, it is necessary to determine the funding responsibility of both the District and City for each individual segment. A linear footage as a percentage of the total length for each Forcemain has been calculated for which the District and City will be responsible to fund that portion of the total project cost.

Kennedy/Jenks Consultants

Mr. Jared Bouchard
 Channel Islands Beach Community Services District
 27 January 2011
 Page 3

Table 1 below shows the direct flows from Contribution Areas 1 and 2 for Forcemain A and Contribution Areas 1, 2, and 3 for Forcemain B. The respective flows are noted for the District and City in GPM and as a percentage of the total flow from each Contribution Area.

TABLE 1
FLOW CONTRIBUTIONS

Forcemain	Contribution Area	Customer	Flow Contribution (GPM)	Percent Contribution
A	1	Oxnard	7.8	6
		District	126.1	94
		Total:	133.8	
	2	Oxnard	6.0	100
		District	0.0	0
		Total:	6.0	
B	1	Oxnard	28.4	24
		District	90.2	76
		Total:	118.6	
	2	Oxnard	109.9	100
		District	0.0	0
		Total:	109.9	
	3	Oxnard	92.2	100
		District	0.0	0
		Total:	92.2	

Table 2 shows the cumulative District and City sewage flows in each segment of pipe for both Forcemains. For example, the District contributes 126.1 GPM or 94% of the total flow in Segment 1 of Forcemain A while the few City sewer customers connected to this segment account for 7.8 GPM or 6% of the total flow. Because this flow ratio remains constant up until the connection point to Segment 2, the District is responsible for 94% of the construction cost for this segment.

When examining the results for Forcemain B, it can be seen that the District dominates the sewage contribution to Segment 1 but the City is the only contributor in Segments 2 and 3. At the final discharge point ("C Station"), the City accounts for 72% of the total flow and the District accounts for 28% of the total flow. The percentages shown in this table are indicative of the construction funding responsibilities of both the District and City for each of the five (5) Pipe Segments in linear feet.

Kennedy/Jenks Consultants

Mr. Jared Bouchard
 Channel Islands Beach Community Services District
 27 January 2011
 Page 4

TABLE 2
PIPE LENGTH RESPONSIBILITIES

Forcemain	Pipe Segment	Pipe Length (feet)	Customer	Cumulative Flow Contribution (GPM)	Cumulative Percent Contribution	Length of Pipe Responsible For (feet)
A	1	6,608	Oxnard	7.8	6	383
			District	126.1	94	6,223
			Total:	133.8		
	2	722	Oxnard	13.7	10	71
			District	126.1	90	651
			Total:	139.8		
B	1	3,325	Oxnard	28.4	24	796
			District	90.2	76	2,529
			Total:	118.6		
	2	1,880	Oxnard	138.3	61	1,138
			District	90.2	39	742
			Total:	228.5		
	3	741	Oxnard	230.5	72	533
			District	90.2	26	208
			Total:	320.7		

Table 3 summarizes the results of Table 2 by examining the Force mains in their entirety as opposed to in segments. A total linear footage for each Force main has been calculated based on the values from Table 2 respective to each pipe segment. The total linear footage that the District and City should be responsible for divided by the total pipe length represents the percent of construction cost that the District and City should pay for each Force main using the criteria and assumptions stated previously for this analysis.

TABLE 3
FUNDING RESPONSIBILITIES

Customer	Force main A - Length of Pipe Responsible For (feet)	Force main A - Percent Funding Responsibility	Force main B - Length of Pipe Responsible For (feet)	Force main B - Percent Funding Responsibility
Oxnard	454	6	2,467	41
District	6,874	94	3,479	59
Total:	7,328	100	5,946	100

Kennedy/Jenks Consultants

Mr. Jared Bouchard
Channel Islands Beach Community Services District
27 January 2011
Page 5

Therefore, the District should supply 94% of the funding for Forcemain A and 59% of the funding for Forcemain B. The City should supply 6% of the funding for Forcemain A and 41% of the funding for Forcemain B. This is based on the assumption that all segments of pipe will be the same pipe diameter and be installed using the same construction method. If pipe diameter or construction method differ by segment, refer to the "Cumulative Percent Contribution" column in Table 2 for the funding responsibilities for the District and the City for each segment. The potable water billing data sheets for each segment of both Forcemains are attached as Appendix A for your reference.

Please let us know if you have any questions or need additional information.

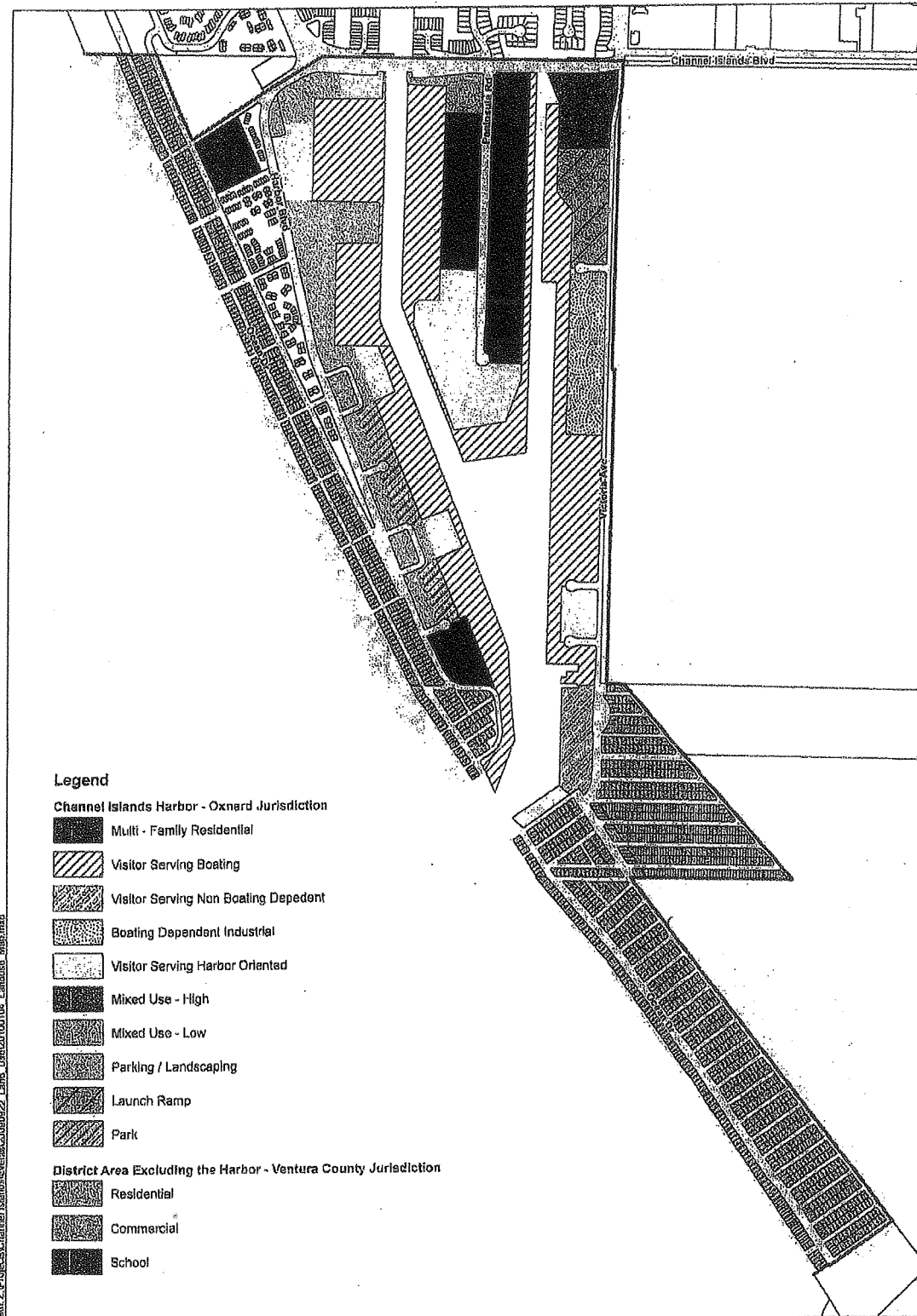
Very truly yours,

KENNEDY/JENKS CONSULTANTS

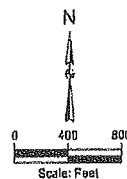

FOR: Mike Clement
Project Engineer

Enclosures: Figures 1, 2, and 3
Appendix A

cc: Jeff Savard, Kennedy/Jenks Consultants



Path: Z:\Projects\Channel Islands\Views\20090922_Land_Use\20100104_Land_Use_Map.mxd



Kennedy/Jenks Consultants
CIBCSO - Infrastructure Review
Venture County, California

Land Use Map

KJ 0989041
February 2010
Figure 6-5

Kennedy/Jenks Consultants

**TABLE 3-3
ESTIMATED LAND USE DEMANDS**

Land Use Type	Avg Daily Demand by Land Use (gpd/acre) ^(a)
Multi-Family Residential ^(b)	3,910
Visitor Serving Boating ^(c)	130
Visitor Serving Non-Boating Dependent ^(d)	230
Boating Dependent Industrial ^(e)	160
Visitor Serving Harbor Oriented ^(f)	4,700
Parking/Landscaping ^(g)	490
Launch Ramp ^(h)	550
Mixed Use -- Low ⁽ⁱ⁾	3,000
Mixed Use -- High ⁽ⁱ⁾	4,810
School ^(k)	1,060
Residential ^(l)	2,991
Commercial ^(m)	4,810
Park ⁽ⁿ⁾	3,125

Notes:

- (a) Each Daily Demand Factor includes a 15 percent increase to represent the maximum utilization of that property and provide a conservative value.
- (b) The property identified to serve as the representative customer for this land use type is the Greystar Apartments (03350-02).
- (c) The property identified to serve as the representative customer for this land use type is the Vintage Marina (03600-01).
- (d) The property identified to serve as the representative customer for this land use type is the Kiddle's Beach Restroom (02770-01).
- (e) The property identified to serve as the representative customer for this land use type is the Bellport Marine Yard (02010-02).
- (f) The property identified to serve as the representative customer for this land use type is the Whales Tail (13940-01).
- (g) The property identified to serve as the representative customer for this land use type is the County Irrigation Sprinklers (04740-01).
- (h) The property identified to serve as the representative customer for this land use type is the Launch Ramp Victoria (04690-01).
- (i) This Land Use type does not currently exist in the District service area. This value was determined at the October 2009 meeting with District and Ventura County staff.
- (j) This Land Use type does not currently exist in the District service area. Kennedy/Jenks estimates this Land Use type, representing the future Fisherman's Wharf development consisting of 3 to 4 story buildings, will have a demand factor roughly equivalent to the District commercial demand.
- (k) The property identified to serve as the representative customer for this land use type is the Hollywood Beach School (20971-01C).
- (l) An average demand of 152 gpd (2008) was used in conjunction with an average calculated area of 0.06 acres to calculate the provided demand factor.
- (m) An average demand of 244 gpd (2008) was used in conjunction with an assumed area of 0.06 acres to calculate the provided demand factor.
- (n) A standard 3.5 AFY/acre was assumed for the park area.

Table 3-4 provides an estimate of the ultimate demand, as determined using the Land Use map, described in Section 5, and the land use demands provided in Table 3-3.

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
Project/Program
Manager: Badaoui Maderras

Date: May 17, 2016
Phone: 385-8153

Reason for Appropriation:

To provide for "true-up" with Channel Islands Beach Community Services District for Wastewater Transportation and Treatment services (Agreement No. A-7864.

Accounts and Descriptions

AMOUNT

Fund: Wastewater Collection (611)

Revenues/Transfers In

Col System Maint & Upgrades

611-6106-691.75-19 OTHER REIMBURSEMENTS 607,717

Sub-total Revenues 607,717

Expenditures/Transfers Out

Col System Maint & Upgrades

611-6103-844.8269 OTHER UTILITIES 261,685

Sub-total Expenditures 261,685

Net Change to Fund Balance 346,032

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____