

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, 305 West Third Street 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.ci.oxnard.ca.us.



AGENDA

OXNARD CITY COUNCIL

*OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

*OXNARD FINANCING AUTHORITY

*OXNARD HOUSING AUTHORITY

Regular Meetings

City Council Chambers, 305 West Third Street, Oxnard

June 2, 2015

4:30 P.M. Closed Session

A. ROLL CALL/POSTING OF AGENDA

*** The Oxnard Community Development Commission Successor Agency, the Oxnard Financing Authority and the Oxnard Housing Authority will not meet because there are no items requiring consideration on this date.**

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION – (Please see Page 5 for a description of closed session items)

D. OPENING CEREMONIES – 6:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of Awards for the City of Oxnard WaterWise Garden Contest.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA (30 Minutes)

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.

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.ci.oxnard.ca.us.

G. 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.

H. 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.

I. INFORMATION/CONSENT AGENDACity Manager Department

1. SUBJECT: Agreements for City Council Review. (001)

RECOMMENDATION: Pursuant to Ordinance 2835 and Resolution 13,932, approve and authorize the City Manager, to execute the attached 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

J. PUBLIC HEARINGS.K. APPOINTMENT ITEMSL. REPORTSGeneral Services Department

1. SUBJECT: First Amendment to Agreement for Trade Services with Natural Green Landscape, Inc. for Seabridge Landscape Maintenance Services. (003)

RECOMMENDATION: Approve and authorize the Mayor to execute a First Amendment to Agreement for Trade Services with Natural Green Landscape, Inc. (6565-14-CM) to extend the Agreement to June 30, 2016, thereby increasing the amount \$143,460 for a total of \$286,920 providing landscape maintenance services within Community Facility District (CFD) No. 4 known as Seabridge located on Wooley Road between Victoria Avenue and Trade Winds Drive.

Legislative Body: CC

Contact: Michael Henderson

Phone: 385-7950

2. SUBJECT: Scheduling of Public Hearing and Adoption of Resolutions to Declare Intent to Levy FY 2015-2016 Assessments for Landscape Maintenance District Nos. 1 through 3, and 7 through 26. (025)

RECOMMENDATION: 1) Adopt resolutions declaring City Council's intention to levy FY 2015-2016 assessments for Landscape Maintenance Districts Nos. 1 through 3, and 7 through 26 in the following tracts: • Tract No. 2247, District No. 1 (Summerfield); • Tract Nos. 4065, 4164, 4355 and 4225, District No. 2 (Channel Islands Business Park); • Tract No. 3384, District No. 3 (River Ridge); • Tract Nos. 4183 and 3943, District Nos. 7 and 8 (Northfield/Seagate Business Park); • Tract Nos. 3051-2, 3051-3, and 4351, District No. 9 (Strawberry Fields); • Tract No. 4405, District No. 10 (Country Club Estates); • Tract No. 4376, District No. 11 (St. Tropez); • Tract No. 4294, District No. 12 (Standard Pacific); • Tract No. 4424, District No. 13 (Le Village); • Tract

No. 4492, District No. 14 (California Cove); • Tract No. 4443, District No. 15 (Pelican Pointe); • Tract No. 4810, District No. 16 (California Lighthouse); • Tract No. 4702, District No. 17 (Village of San Miguel); • Parcel Map Nos. 213-0-031-355, 375, 385, 405, 415, 425, District No. 18 (St. John's Regional Medical Center); • Tract No. 4827, District No. 19 (Shopping at the Rose); • Parcel Map Nos. 231-0-020-200, 210, 240, District No. 20 (Wallenius Vehicle Preparation Center); • Tract Nos. 3384-7, 8, District No. 21 (Cypress Pointe); • Tract No. 4611, District No. 22 (McDonald's Median); • Tract No. 4529, District No. 23 (Greystone); • Tract No. 4529, District No. 24 (Vineyards); • Tract No. 4840, District No. 25 (The Pointe); and • Parcel Map No. 202-0-010-685, District No. 26 (Albertson's); and 2) Set a public hearing for June 23, 2015, on the levy of the proposed assessments in Landscape Maintenance District Nos. 1 through 3, and 7 through 26.

Legislative Body: CC

Contact: Michael Henderson

Phone: 385-7950

Human Resources Department

3. **SUBJECT:** Agreement Related to Treatment of Excess Leave Balances between the City and Service Employees International Union, Local 721. (167)

RECOMMENDATION: Adopt a resolution approving an agreement between the City and the Service Employees International Union, Local 721 ("SEIU") (A-7784) related to treatment of excess leave balances and authorizing the Director of Human Resources, the Interim Chief Financial Officer, City Manager and/or their designee(s) to take the necessary administrative action to implement this agreement, including executing the agreement on behalf of the City.

Legislative Body: CC

Contact: Tabin Casio

Phone: 385-7590

Police Department

4. **SUBJECT:** County of Ventura Animal Services Agreement. (175)

RECOMMENDATION: 1) Approve and authorize the Mayor to execute a one year-agreement with the option for four one-year extensions with the County of Ventura's Public Health Agency (A-7779) for animal sheltering services, in a not to exceed amount estimated at \$1,698,700 for Fiscal Year 2015-2016; and 2) Receive a report from staff on current animal services operations provided by the City, and recommendations to offset costs of the new agreement, including implementing best practices, introducing a spay and neuter ordinance, increasing outreach and education programs, and modifying staffing in-line with the budget.

Legislative Body: CC

Contact: Rob Silverstein

Phone: 385-8263

Utilities Department

5. **SUBJECT:** Approval of Lowest Responsible and Responsive Bidder; Authorization to Issue and Execute a Contract for UD14-07- Hobson Park West Neighborhood Resurfacing Project; Approve Appropriation for the Project in the Amount of \$1,400,000; and Unappropriate Funding of Half Cent Sales Tax Funds and Fremont North Neighborhood Resurfacing Project. (193)

RECOMMENDATION: 1) Award contract to the lowest responsible and responsive bidder, Toro Enterprises, Inc. (A-7777) in the amount of \$933,494.35 for the UD14-07 Hobson Park West Neighborhood Resurfacing Project, and authorize the purchasing agent to execute the contract

upon receipt of final documents; and 2) Authorize unappropriation of Half Cent Sales Tax funds from Project 143114, Hobson Park Neighborhood Resurfacing Project, in the amount of \$1,400,000 and the Lease Revenue Project and Refunding Bonds, Series 2014 funds from Project 153117, Fremont North Neighborhood Resurfacing Project, in the amount of \$1,400,000 and re-appropriate funds in the amount of \$1,400,000 from the Lease Revenue Project and Refunding Bonds, Series 2014 to fund the Hobson Park West Street Resurfacing project 143114.

Legislative Body: CC

Contact: Lou Balderrama

Phone: 385-7839

6. SUBJECT: Approval of Lowest Responsible and Responsive Bid and Authorization to Issue and Execute a Contract for UD15-10- Channel Islands Neighborhood Resurfacing Project. (217)
RECOMMENDATION: Award contract to the lowest responsible and responsive bidder, Toro Enterprises, Inc. (A-7778) in the amount of \$1,274,294.25 for the UD15-10-Channel Islands Neighborhood Resurfacing Project, and authorize the purchasing agent to execute the contract upon receipt of final documents.

Legislative Body: CC

Contact: Lou Balderrama

Phone: 385-7839

7. SUBJECT: Verbal Report on the Pavement Management System (PMS) Update Project.
RECOMMENDATION: Receive and consider a verbal report on the project to update the City's Pavement Management System (PMS) including; PMS process; assessment of street condition; condition trends, preventative maintenance and capital improvement project recommendations; prioritization of projects; and funding availability.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

M. 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.

N. CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY/FINANCING AUTHORITY BUSINESS/COMMITTEE REPORTS

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

C. CLOSED SESSION – Continued from Page 1**1. CONFERENCE WITH LABOR NEGOTIATORS.**

CC Agency designated representatives: J. Tabin Cosio, Director of Human Resources; Dania Torres Wong, and Burke Dunphy, City's labor attorneys. Employee organizations: International Association of Firefighters, AFL-CIO (IAFF), Local No. 1684; the Oxnard Peace Officers' Association (OPOA); Service Employees International Union CTW, CLC, Local 721 (SEIU Local 721); International Union of Operating Engineers AFL-CIO, Local No. 501 (IUOE Local 501); Oxnard Public Safety Management Employees' Association (Police Unit); Oxnard Public Safety Management Employees' Association (Fire Unit); and Oxnard Mid-Managers' Association. Unrepresented employees: Assistant City Manager, Chief Financial Officer, City Clerk, City Treasurer, Deputy City Manager, Development Services Director, Fire Chief, Housing Director, Human Resources Director, Redevelopment Services Manager, Library Director, Police Chief, Utilities Director (Executive Directors); Assistant City Attorney, Deputy City Attorney, Law Office Manager, Human Resources Manager, Workers' Compensation Manager, Management Analyst III (Confidential Mid-Managers); and Accountant II (C80), Accounting Technician (C67), Administrative Assistant (C70), Administrative Legal Assistant (C70), Administrative Legal Secretary I (C25), Administrative Legal Secretary II (C35), Administrative Legal Secretary III (C50), Administrative Secretary I (C15), Administrative Secretary II (C30), Administrative Secretary III (C40), Administrative Services Assistant (C70), Administrative Technician (C60), Employee Relations Coordinator (C67), Executive Assistant I (C80), Executive Assistant II (C85), Human Resources Technician (C70), Office Assistant I (C10), Office Assistant II (C20), Paralegal (C75), Safety Specialist (C72), Senior Administrative Secretary (C55), Senior Benefits Coordinator (C75), Senior Human Resources Coordinator (C75), Workers' Compensation Specialist (C69) (Confidential Employees).

The City Manager requested that this item be discussed in closed session pursuant to Government Code section 54957.6. The purpose of the closed session is for the City Council to review its available funds and funding priorities for the sole purpose of providing instructions to the City's negotiators regarding salaries, salary schedules and compensation paid in form of fringe benefits for employees represented by the employee organizations identified above and for employees unrepresented, and other matters within the scope of representation for represented employees.

R. ADJOURNMENT



Meeting Date: 6/02/2015

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Greg Nyhoff, City Manager

Agenda Item No. I-1

Reviewed By: City Manager JM

City Attorney RT

Finance BW

Other (Specify) for date

DATE: May 20, 2015

TO: City Council

FROM: Greg Nyhoff, City Manager
City Manager's Office

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.

DISCUSSION

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.

Attachment - #1 – List of Agreements/Contracts and/or Change Orders/Amendments

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 for 06/02/2015

Item Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A	Original Agreement	Utilities	Permanent Right of Way Agreement & Easement Deed for Hueneme Rd Recycled Water Backbone Proj Phase 2	\$44,000
	Lou Balderrama	A & J Oxnard, LLC Agreement No. A-7776	This Right of Way Agreement and Easement Deed is necessary to install a transmission pipeline from the City's Advanced Water Purification Facility to the new Hueneme Road recycled water pipeline, in order to provide recycled water to the east side of town. Staff has negotiated for the cost of an easement and recommends the City enter into an agreement and easement deed with A & J Oxnard, LLC for the property identified by the County Assessor as APN 231-0-092-245, located at the east side of Perkins Road and south of Hueneme Road. The cost for this agreement and easement is \$44,000 for the purpose of constructing, operating, and maintaining water facilities. Funds are available in the Hueneme Road Recycled Water Backbone Project Phase 2 (Project No. 106002).	
	385-7839		This Right of Way Agreement and Easement Deed is a necessary component of the Hueneme Road Recycled Water Project and can only be made with the owner of the property, A & J Oxnard, LLC.	
			Total Contract Amount: \$44,000 FundingSource: Water Bond	
B	Amendment	City Attorney	Second Amendment to Attorney Services Agreement	\$175,000
2		Stephen M. Fischer	To increase the not to exceed amount by \$175,000 to cover existing and future expenses related to the Mladen Buntich Construction Company matter to the end of the fiscal year.	
			This firm is currently representing the City on active matters and a RFP is not needed for the procurement of legal services.	
		385-7483	Total Contract Amount: \$250,000 FundingSource: Water Bond	
C	Amendment	City Treasurer	Second Amendment to Utility Bill Printing, Inserting and Mailing Services	\$37,000
		Eden Alomeri	This second amendment is for \$37,000 to cover the increase in printing costs as dictated by the Consumer Price Index and postage costs as determined by the US Postal Service. Infosend performs the printing, inserting, sorting and mailing for the City's utility bills.	
			The City selected this vendor through a competitive process conducted by the City of Orange, that authorized other agencies to utilize the same terms and pricing.	
		805-385-7811	Total Contract Amount: \$790,000 FundingSource: Utility Billing Fund	

ATTACHMENT
PAGE 1 OF 1

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☐ Info/Consent
☐ Ord. No(s). _____	☒ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other

Prepared By: Sergio Cervantes *SC*Agenda Item No. L-1Reviewed By: City Manager *SM*City Attorney *JBD*Finance *MM*

Other _____

DATE: April 15, 2015**TO:** City Council**FROM:** Michael Henderson, General Services Director
General Services Department *MHA***SUBJECT:** First Amendment to Agreement for Trade Services with Natural Green
Landscape, Inc. for Seabridge Landscape Maintenance Services**RECOMMENDATION**

That City Council approve and authorize the Mayor to execute a First Amendment to Agreement for Trade Services (No. 6565-14-CM) with Natural Green Landscape, Inc. to extend the Agreement to June 30, 2016, thereby increasing the amount \$143,460 for a total of \$286,920 for providing landscape maintenance services within Community Facility District (CFD) No. 4 known as Seabridge located on Wooley Road between Victoria Avenue and Trade Winds Drive.

DISCUSSION

CFD No. 4 (Seabridge) has landscaping improvements along streets and public walkways that add value and enhance the aesthetic qualities of the district. All parcels within CFD No. 4 are assessed for the annual cost of maintenance.

On January 21, 2014, a three year Request for Bid (RFB) was issued to seven vendors. Three vendors submitted bids. Natural Green Landscape, Inc was the lowest responsive bidder. A Trade Services Agreement was issued to them on March 24, 2014 for \$143,460 per year. The Agreement allows for two renewals and each renewal is for a period of one year. This is the first year of the two renewals.

FINANCIAL IMPACT

The cost for maintenance will be paid from CFD #4 account number 173-5702-805-8209.

The recommendation will result in the City's ability to provide landscaping services in the District at no cost impact to the General Fund.

MH/es

Attachment #1 - First Amendment
#2 - Original Agreement

FIRST AMENDMENT TO AGREEMENT FOR TRADE SERVICES

This First Amendment ("First Amendment") to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 18th day of February, 2015, by and between the City of Oxnard, a municipal corporation ("City"), and Natural Green Landscape, Inc. ("Contractor"). This First Amendment amends the Agreement entered into on March 24, 2014, by City and Contractor.

City and Contractor agree as follows:

1. In section 3 of the Agreement, the date "June 30, 2015" is deleted and replaced with the date "June 30, 2016."
2. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

CONTRACTOR

Tim Flynn, Mayor

Gilbert Zaragoza, Jr., Executive Manager

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO INSURANCE:

Risk Manager

APPROVED AS TO CONTENT:

Michael Henderson, General Services Director

APPROVED AS TO CONTENT:

Sergio Cervantes, Project Manager

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

AGREEMENT FOR TRADE SERVICES
(Includes Living Wage Requirements Effective from 7/1/13)
Contract No. 6565-14-CM

This Agreement for Trade Services ("this Agreement") is entered into in Ventura County, California, this 24th of March, 2014, by and between the City of Oxnard ("City") and Natural Green Landscape, Inc. ("Vendor"), subject to the following terms and conditions:

1. Vendor shall provide to City the following services: Landscape maintenance in Seabridge as described in the Specifications for Contract Landscape Maintenance for Landscape Assessment Districts ("the Specifications"), as set out in Exhibit A, attached hereto and incorporated herein.

2. Vendor shall provide such services according to the following schedule stated in the Specifications. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.

3. This Agreement shall begin on July 1, 2014, and shall end on June 30, 2015. City may terminate this Agreement at any time, with or without cause, by giving written notice to Vendor, specifying the effective date of termination. Unless City asserts that Vendor has breached the Agreement, City agrees to pay Vendor in full for all services satisfactorily performed as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise. If City pays for any materials, City shall be entitled to the title and possession of such materials. City, in its sole discretion, may renew this Agreement for a second year (July 1, 2015 through June 30, 2016). City, in its sole discretion, may also renew this Agreement for a third year (July 1, 2016 through June 30, 2017).

4. City shall pay Vendor \$11,955.00 per month. City shall pay Vendor within 30 days of receipt and approval of an invoice from Vendor for actual work performed in the prior month.

5. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than \$14.51 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2014, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the

City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

6. a. Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agency 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 Vendor or Vendor's agents, employees, subconsultants, subcontractors, or other persons acting on Vendor'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 Vendor or Vendor's agents, employees, subconsultants, subcontractors, or other persons acting on Vendor's behalf would be held strictly liable.

b. Vendor shall continuously maintain adequate protection of all Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the work is being performed.

7. a. Vendor 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 Vendor obtain and maintain such insurance coverages.

b. Vendor shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-B.

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

8. In performing services under this Agreement, Vendor is an independent contractor. Vendor and Vendor's agents, employees, subcontractors and other persons acting on Vendor's behalf are not officers or employees of City.

9. Vendor shall not, without the written consent of City's Purchasing Officer, assign this Agreement, or any interest therein, or any money due thereunder.

10. In providing services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before providing services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

11. This Agreement may be amended only by a written document signed by both City and Vendor.

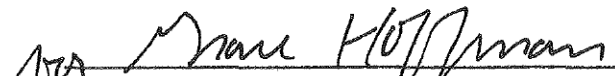
12. Any notices to Vendor may be delivered personally or by mail addressed to: Natural Green Landscape, Inc., 635 Foxglove Place, Oxnard, CA 93036, Attention: Gilbert Zaragoza, Jr. Any notices to City may be delivered personally or by mail addressed to: City of Oxnard, 1060 Pacific Avenue, Building 3, Oxnard, CA 93030, Attention: Sergio Cervantes.

13. This Agreement constitutes the entire agreement of City and Vendor regarding the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

14. Maintenance and Inspection of Records

Vendor agrees that City or its auditors shall have access to and the right to audit and reproduce any of Vendor's relevant records to ensure that City is receiving all services to which City is entitled under this Agreement or for any other purpose relating to the Agreement. Vendor shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Vendor agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

CITY OF OXNARD


Karen R. Burnham, Interim City Manager

VENDOR


Gilbert Zaragoza, Jr., Executive Manager

APPROVED AS TO FORM:

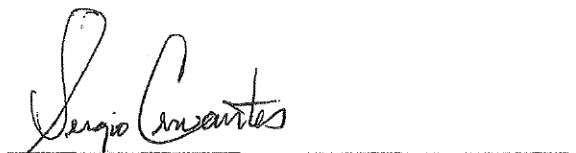

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO INSURANCE:


James Cameron, Risk Manager

APPROVED AS TO CONTENT:


Michael Henderson, General Services Supt.


Sergio Cervantes, Project Manager

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.

EXHIBIT 1
Page 1 of 4

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 1
Page 2 of 4

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.

EXHIBIT 1
Page 3 of 4

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2013**

5. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$14.51 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2014, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

e. The foregoing requirements are restated on page 1 and 2 of the Agreement for Trade Services.

EXHIBIT 1
Page 4 of 4

Exhibit A

CONTACT PERSONNEL

Please refer requests for clarification of technical requirements to:

Sergio Cervantes, Parks Maintenance Supervisor
City of Oxnard
General Services/Landscape Maintenance District
1060 Pacific Avenue, Bldg. 3
Oxnard, California 93030
(805) 385-7950

**SPECIFICATIONS FOR CONTRACT LANDSCAPE MAINTENANCE
FOR LANDSCAPE ASSESSMENT DISTRICTS**

I. GENERAL CONDITIONS

A. Scope of Work:

Contractor shall furnish all horticultural materials, supervision, labor, equipment and transportation required to maintain the landscape areas in an attractive condition throughout the contract period, as specified herein.

B. Workforce:

Contractor shall designate a qualified representative with experience in landscape maintenance. The workforce is to be personally presentable at all times. All employees shall be competent and qualified, and shall be U.S. citizens or legal residents. Contractor shall provide as necessary a translator in the event the City's ability to communicate with the contractor's field representatives is impeded.

Contractor must pay the current Living Wage per City's Living Wage Policy adopted by the City Council on July 9, 2002, and must submit certified payroll to the City to ensure compliance periodically or as requested.

C. Materials:

All materials shall conform to bid specifications. Contractor will meet all agricultural licensing and reporting requirements.

D. Licenses and Permits:

Contractor shall maintain a State Landscape Contractor's license (C-27). Contractor shall comply with City business license and all other license and permit requirements of the City, State and Federal governments, as well as all other requirements of law.

E. Taxes:

Contractor agrees to pay all applicable taxes, including sales tax on material supplied where applicable.

F. Notice of Defect:

City shall give Contractor 48 hours to correct any problem or defect discovered in the performance of work required under this contract. If contractor fails to make necessary corrections, the City will have it replaced at the contractor's expense.

G. Interference:

Contractor agrees to conduct the work required in such a manner as to cause the least amount of interference to the public.

H. Work Schedules:

All work schedules of the contractor shall conform to all applicable City Ordinances and shall be implemented in a manner to provide the desired level of service. All work schedules shall be approved in advance by the General Services Superintendent or his representative and may be modified at any time by him. The contractor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take precautions required by all applicable governmental regulations.

I. Repair and Replacement:

The contractor shall be fully responsible for any and all damage done to City and private property that resulted from the contractor's operations or negligence. This shall include the following but not limited to: repairs or replacements of structures and other improvements; and the repair, removal and replacement, at contractor's expense, of shrubs, trees, vines, turf grass and groundcover including landscape items that are lost or damaged due to negligence in pest and disease control practices, improper watering, fertilizing, herbicide damage, or lack of proper maintenance and operations. All plant replacements shall be in kind and size.

II. **SPECIAL CONDITIONS**

A. Litter/Debris Control:

All areas of maintenance responsibility, including paved parking which is not "on-street parking" (that is, street parking in front of a residence), shall be kept free of all trimmings, grass cuttings, dirt/mud, and litter (broken glass or other such debris). All trimmings, litter and debris shall be removed and disposed of off-site at the contractor's expense. Litter/debris pick up and removal shall be done on a daily basis or as needed and shall include sidewalks adjacent to areas of responsibility. Curb/gutter areas are to be swept/vacuumed at least once per week.

B. Irrigation:

Irrigation shall be performed as required to maintain proper plant growth in all areas. This shall include manual watering by use of hose bibs and quick couplers, in addition to, in conjunction with, or in the absence of automatic irrigation systems. Watering shall be accomplished at times of the day or night to ensure the health of all plants, and so that the inconvenience to people using the area will be kept at a minimum. Automatic irrigation shall normally take place at night or early morning hours. Any water runoff or overflow onto roadway, sidewalk and hard surface areas shall be kept at an absolute minimum so as not to cause any pedestrian and/or vehicular liabilities. An irrigation schedule of all areas shall be submitted to and approved in advance by the General Services Superintendent or his representative quarterly in January, April, July and October. The City reserves the right to require contractor to change the watering schedule as necessary.

Irrigation water shall be carefully applied and in quantities required by the different plant species, time of the year, and other basic environmental factors. The effect of the watering program shall be checked weekly by the contractor.

The contractor shall be responsible for the maintenance and/or replacement of all irrigation systems and appurtenances. The systems must include: backflow prevention devices, electrical and battery-operated irrigation controllers, remote control valves, all valve boxes, gate valves, quick coupling valves, main lines, control wiring, lateral lines, all fitting and riser assemblies, hose bibs, sprinkler heads, and vandal-proof enclosures. Replacement of any irrigation items shall be with the same manufacturer and in accordance with the manufacturer's installation recommendations unless otherwise approved by the General Services Superintendent or his representative. All other irrigation replacement shall be subject to approval by the General Services Superintendent or his representative. All irrigation equipment shall be maintained in good working condition and shall function properly at all times. Contractor shall regularly inspect irrigation systems with no time interval between inspections exceeding seven calendar days. All supplies, equipment and parts shall be provided at the contractor's expense. All irrigation controllers shall be turned off during periods of rain by the contractor and to be turned back on and reprogrammed at the end of a rainy period.

C. Fertilization:

All turf grass shall be fertilized by the contractor six times a year (i.e., July, September, November, January, March, May) or a schedule to be approved by the General Services Superintendent or his representative. All shrubbery and groundcover shall be fertilized three times a year (i.e., October, March and June). Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be accepted. Immediately following application at each site, the fertilizer shall be thoroughly watered into

the soil. The General Services Superintendent or his representative shall be notified with a written schedule one week prior to the date of the application by the contractor. Such notification will be subject to approval by the General Services Superintendent or his representative.

The turf grass fertilizer shall be a complete commercial fertilizer, Best Turf Supreme 16-6-8 with micronutrients or approved equal, evenly broadcast at the rate of three (3) pounds per thousand square feet per application. The shrub/groundcover fertilizer shall be an organic type fertilizer, Gro Power Plus 5-3-1 or approved equal, evenly broadcast at the rate of ten (10) pounds per thousand square feet. Any deviation from this schedule requires the written approval of the General Services Superintendent or his representative. Contractor may be required to deviate from this schedule upon written notification by General Services Superintendent or his representative.

All palm trees shall be fertilized using a combination of blood meal and Agriform (slow release) tablets as needed, by installing eight holes around the palm trees, 2 inches in diameter by 12 inches deep shall be uniformly located around the base of the palm trees, filled with blood meal, then completely watered in. Once per year in April, six holes which are 3 inches in diameter by 18 inches deep shall be uniformly located around base of palm tree, one Agriform tablet placed inside, then completely watered in.

D. Soil Aerification:

The contractor shall be responsible for soil aerification for all turf grass area two times per year, on October and May. Aerification shall be done with a power-driven aerifier using 1/2-inch coring line. The General Services Superintendent or his representative shall be notified with a written schedule one week prior to the date of aerification commencement.

E. Thatch Removal:

The contractor shall be responsible for the removal of thatch buildup in the sod layer one time per year, in October. Thatch removal shall be performed with a power-driver Verti-cutting machine. All grass clippings associated with this process shall be removed from the site and disposed of at the contractor's expense. The October thatch removal shall precede the October aerification process. This verticutting shall be performed on all turf areas.

F. Pesticide Application:

The contractor shall be responsible for the control and elimination of weeds, insects, rodents, diseases and any other pests affecting all plant material. The contractor shall possess all permits, licenses and certificates required by the State of California Department of Food and Agriculture, prior to the application of any pesticide. Any pesticide used shall be listed on the State of California Department of Food and Agriculture's approved list. All pesticide use reports shall be submitted to the Ventura County Agriculture Commissioner. Contractor will be

responsible for obtaining the State-required written recommendations provided by a state-certified Pest Control Advisor. Recommendations need to be procured prior to application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agricultural Commissioner. In addition, all pesticides used must have the written approval of the General Services Superintendent or his representative prior to application. The contractor shall notify the General Services Superintendent or his representative three days prior to application of pesticides. Upon completion of the application, the contractor shall submit to the General Services Superintendent or his representative a copy of all pesticide use reports. Contractor shall provide name and license number of personnel spraying chemicals. Contractor to ensure proper signage is installed prior to pesticide application per City, County and Federal standards.

G. Kikuyu Abatement Program:

A Kikuyu Abatement Program shall be established by the contractor in accordance with guidelines set forth by the U.C.R. Coop Extension Program. Contact Jim Downer, telephone no. 645-1458.

H. Weed Control:

All turf grass areas shall be kept weed-free at all times and treated for broadleaf weed control as needed, a minimum of twice a year in the fall and spring and with a product to be approved by the General Services Superintendent or his representative. All shrub bed and groundcover areas shall be kept in an aesthetically pleasing condition and free of weeds either manually or with chemicals as approved by the General Services Superintendent or his representative.

All curbs/gutters, paved walkways, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, tree wells, buildings and structures, shall be free of all weeds. Herbicides may be used for weed control upon prior approval of the General Services Superintendent or his representative.

I. Vertebrate Control:

Gophers problem is to be addressed daily until the problem is resolved. Written notification of the type of pesticide to be used and frequency of application must be submitted to the General Services Superintendent for approval. All other vertebrate pest problems shall be handled on a case by case basis.

J. Pruning and Edging of Shrubs and Groundcovers:

The contractor shall be responsible for the pruning of all shrubs and groundcover. Shrubs shall be pruned as needed for natural shape, pest control, and safe flow of traffic to the satisfaction of the General Services Superintendent or his representative. Pruning shall be done according to the natural growth of each individual plant to maintain proper plant health by cutting out dead, diseased or

injured wood and to control growth when an unshapely shrub might result. All plant growth shall be prevented from entering onto walkways, roadways, hard surface areas, and along fences and walls. Faded or dead flower heads or their stalks and plant leaves shall be removed on a weekly basis. This is of particular concern for such plant types as Agapanthus, Limonium, Morea and Hemerocallis. Removal shall be done in a manner so as not to damage remaining or new flower buds from coming into bloom. Edging shall not be done by chemical methods, unless a growth retardant is approved by the General Services Superintendent or his representative. Vines on walls shall be maintained at a height even with the top of the wall and at a depth no greater than 4" from wall.

K. Mowing and Edging of Turf:

The contractor shall be responsible for mowing and edging all turf grass. The turf grass shall be mowed to maintain a height of no more than 2 inches or less than one inch. Site specific mowing height shall be designated by a Park representative. Mowing shall occur once a week. All turf grass shall be edged along sidewalks, paved and hard surface areas as necessary to prevent overgrowth. Edging shall not be done by chemical methods, unless an approved growth retardant is authorized by the General Services Superintendent or his representative. The contractor shall pick up and dispose of grass clippings after each mowing operation; or a mulching deck may be utilized upon approval by General Services Superintendent or his representative.

L. Tree Maintenance:

The contractor or his representative shall possess a valid Arborist Certification issued by the International Society of Arboriculture. This arborist must oversee all pruning work including root pruning and certify all work meets contract requirements. All pruning work shall conform to the current 2006 ANSI A300 standards in conjunction with International Society of Arboriculture Publication "Tree Pruning Guidelines". Pruning, shaping and structuring of trees shall be done once every year, and root pruning as needed.

However, coral trees (Erythrina caffra) shall be pruned twice a year to remove cross branching and to provide shape and proper branch structuring. Any removal of trees must first be approved by the General Services Superintendent or his representative. No topping of trees will be allowed. Tree pruning shall be done to prevent encroachment of walkways, streets and to preclude obstruction of signs. Pruning to be scheduled annually in the spring. Water sprout growth on trunk and in main crotch and sucker growth shall be removed throughout the year. A 4" ring of bare soil or mulch will be maintained around each tree to prevent string trimmer/mower damage and competition from turf/groundcover roots.

The contractor shall provide proper watering of all trees, whether done by automated irrigation systems or manually with the use of hoses. Trees shall be maintained in an upright manner and shall be staked as necessary to maintain this position per Plate 836. The contractor shall follow the attached tree staking detail (Attachment 1). The contractor shall remove or loosen any and all tree stakes

and/or ties before damage to the trunk is caused by girdling. The contractor shall take all precautions necessary to prevent damage to trees by any device used to accomplish the terms of the contract.

Street trees are to be maintained with a 3' basin covered with 3"-5" of mulch. Mulch shall not contact the base of the tree.

Dead or dying palm fronds shall be removed and disposed of weekly. Dying palm fronds shall be pruned in a manner that the remaining cut frond stub is cut as closed to the trunk of the palm as possible without cutting into the trunk. All pruning cuts shall adhere to ANSI A300 standards and ISA tree pruning guidelines.

The contractor shall be responsible for all current and future trees planted.

M. Restrooms, Playgrounds and Exercise Stations:

If applicable to the district: Contractor must supply all labor to maintain restrooms, play structures and exercise stations on a daily basis.

The restrooms must be inspected and maintained twice daily. The play structures and exercise stations must be inspected daily to ensure its good and safe operating condition. Any corrective action must be brought up to the City's attention in a timely manner. The contractor shall also submit daily inspection logs periodically.

N. Benches, Picnic Tables, Trash Receptacles, Etc.:

Contractor must maintain all benches, picnic tables and trash receptacles on a daily basis to keep them in good appearance and operating condition. The trash receptacles must be emptied twice a week or as needed.

O. Landscape Replacement:

Landscape areas which fail to perform well and which are not the result of the contractor or his maintenance/horticultural practices shall be replanted. These areas shall be identified on a semi-annual basis (twice per year) and submitted in writing to the General Services Superintendent or his representative for review and authorization for replanting. When authorized by the General Services Superintendent or his representative, the work shall be performed by the contractor who then shall be compensated by the City on a time and material basis.

P. Electrical System Lighting:

The contractor shall be responsible for the electrical lighting and shall take corrective action whenever damage or failure occurs to any lighting fixtures, luminaire, ballast, or bulb located on the premises of the work site. Contractor must keep a clean appearance on all light fixtures including touch up paint on a

weekly basis. Corrective action shall include but not be limited to graffiti removal, or replacing damaged or worn elements. All lights and timers shall be inspected on a weekly basis, and no interval between inspections shall exceed seven days. After notification of a problem, corrective action shall take place within 24 hours of notification.

Q. Vandalism, Theft and Graffiti:

The City will be responsible for electrical materials; the contractor shall include all labor costs for repairs within this contract. Such items for repair, removal, replacement or other corrective measures resulting from vandalism and theft, and graffiti include but are not be limited to: shrubs, trees, vines, turf, groundcovers, all walls and signs, backflow devices, irrigation controllers, remote control valves, valve boxes, gate valves, quick coupling valves, main lines, control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, etc.

The contractor shall be responsible for all labor repair within 48 hours to remove, replace or otherwise correct items affected by vandalism and theft. The contractor shall be responsible to provide all labor and material to remove graffiti within 24 hours of notification.

R. Weather Damage:

The contractor shall correct and repair all weather damage incurred through out the year by trees, shrubs, mud on sidewalks/gutters/etc.

S. Water and Electrical Costs:

The City shall be responsible for paying all water and electrical costs at the site. However, contractor shall make every effort to conserve these resources and must ensure that during the rainy season, all irrigation systems are turned off and turned back on per direction of the City.

T. Inspections:

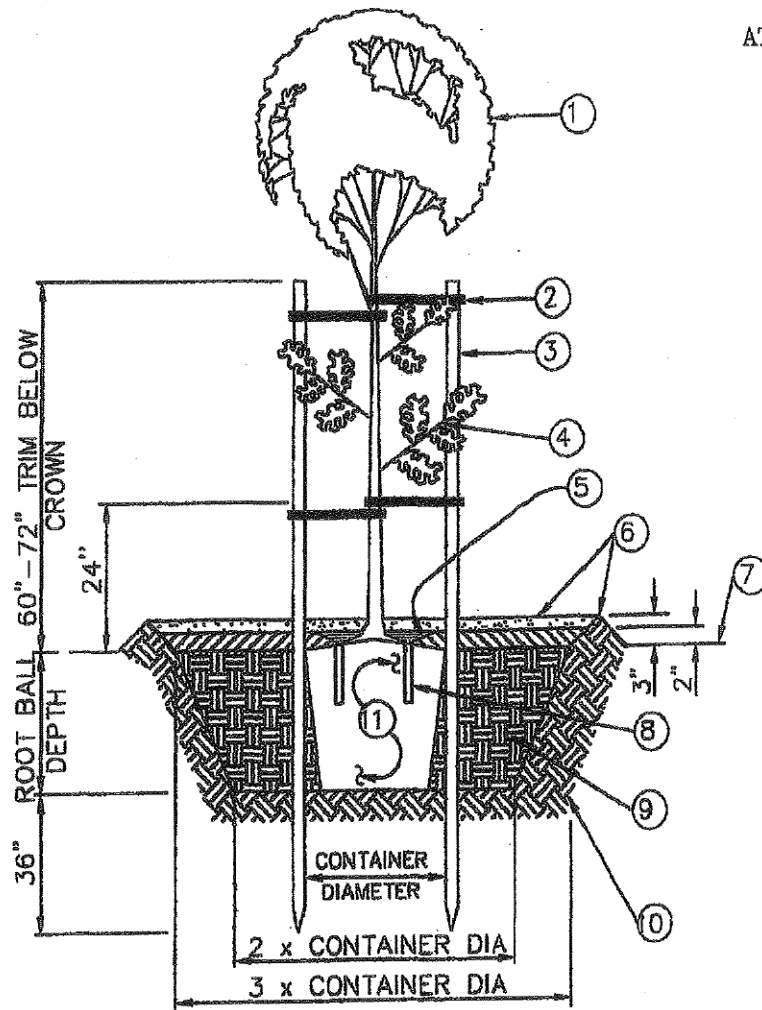
Contractor or representative shall be available to perform regular inspections of the Assessment District with the General Service Superintendent or his representative. Inspections shall occur once per month at an agreed upon time.

U. Response and Inquiries:

The contractor shall be required to respond (within 30 minutes) to any inquiries, telephone calls, and emergency situations emanating from City staff. The contractor shall have the ability to be contacted by phone, paging service or portable phone, from his office whenever such situations occur on a 24-hour basis seven days a week. Contractor shall have sufficient staff available to respond to emergencies such as emergency tree work, water main break and irrigation failure.

V. Warranties:

Contractor shall warranty all replacement trees, equipment and replacement irrigation items for a period of one year from date of installation and all replacement shrubs and groundcovers for a period of 120 days from date of installation.



- ① TREE CROWN
- ② BLACK RUBBER CINCH TIE PULL TAUT, 4-REQUIRED
- ③ 2" DIA TREATED LODGE POLE PINE TREE STAKE, DRIVE INTO UNDISURBED SOIL, TRIM TOPS OF STAKES AS RQUIRED
- ④ LOWER SCAFFOLD BRANCHES
- ⑤ 2" MULCH LAYER
- ⑥ 3" BERM
- ⑦ FINISH GRADE
- ⑧
- ⑨ PLANTING BACKFILL WITH 12-21 GRAM "BEST" TABS PER 36" BOX TREE
/or equal
- ⑩ UNDISTURBED SOIL
- ⑪ ROOT BALL
per Manuf. req.

NOTES:

- 1. REMOVE NURSERY STAKES AT TIME OF PLANTING.
- 2. ROUGHEN SIDES OF PLANT PIT.
- 3. BERM NOT REQUIRED IN EXISTING TURF AREAS.

**TREE PLANTING (STAKING)**

DRAWN: A. ROQUE CKD.: D. BUNGERT

Department of Public Works

APPR.

L. Balderrama, PE, City Engineer

STANDARD PLAN

PLATE 836

SHEET 1 OF 1

February 11, 2014

**ADDENDUM TO SPECIFICATIONS FOR CONTRACT LANDSCAPE
MAINTENANCE FOR LANDSCAPE ASSESSMENT DISTRICTS (LMD)**

1. Tree trimming must be completed section at a time.
2. Lane closures are the responsibility of the contractor NOT the City.
3. End of the month's report must be submitted to City representative on the 10th of the each month. The report must state the work that was done, the location and the date. All pesticides use and daily playground inspections must also be listed.
4. The phone number for two different contacts must be provided in case one cannot be reached.
5. Any emergency calls must be responded to within 30 minutes, if not a City employee will respond at contractor's expense.
6. Shopping carts must be removed from LMD neighborhood.
7. Two bids must be submitted for Seabridge as follows:
 - a) Two workers stationed at site for 40 hours each per week
 - b) Three workers stationed at site for 40 hours each per week

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☐ Info/Consent
☐ Ord. No(s). _____	☒ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Sergio Cervantes

Agenda Item No. L-2

Reviewed By: City Manager

City Attorney

Finance

Other

DATE: April 21, 2015

TO: City Council

FROM: Michael Henderson, General Services Director
General Services Department

SUBJECT: Scheduling of Public Hearing and Adoption of Resolutions to Declare Intent to Levy FY 2015-2016 Assessments for Landscape Maintenance District Nos. 1 through 3, and 7 through 26

RECOMMENDATION

That City Council:

1. Adopt resolutions declaring City Council's intention to levy FY 2015-2016 assessments for Landscape Maintenance Districts Nos. 1 through 3, and 7 through 26 in the following tracts:

- Tract No. 2247, District No. 1 (Summerfield);
- Tract Nos. 4065, 4164, 4355 and 4225, District No. 2 (Channel Islands Business Park);
- Tract No. 3384, District No. 3 (River Ridge);
- Tract Nos. 4183 and 3943, District Nos. 7 and 8 (Northfield/Seagate Business Park);
- Tract Nos. 3051-2, 3051-3, and 4351, District No. 9 (Strawberry Fields);
- Tract No. 4405, District No. 10 (Country Club Estates);
- Tract No. 4376, District No. 11 (St. Tropez);
- Tract No. 4294, District No. 12 (Standard Pacific);
- Tract No. 4424, District No. 13 (Le Village);
- Tract No. 4492, District No. 14 (California Cove);
- Tract No. 4443, District No. 15 (Pelican Pointe);
- Tract No. 4810, District No. 16 (California Lighthouse);
- Tract No. 4702, District No. 17 (Village of San Miguel);
- Parcel Map Nos. 213-0-031-355, 375, 385, 405, 415, 425, District No. 18 (St. John's Regional Medical Center);
- Tract No. 4827, District No. 19 (Shopping at the Rose);
- Parcel Map Nos. 231-0-020-200, 210, 240, District No. 20 (Wallenius Vehicle Preparation Center);
- Tract Nos. 3384-7, 8, District No. 21 (Cypress Pointe);
- Tract No. 4611, District No. 22 (McDonald's Median);
- Tract No. 4529, District No. 23 (Greystone);

**Scheduling of Public Hearing and Adoption of Resolutions to Declare Intent to Levy
FY2015-2016 Assessments for Landscape Maintenance District Nos. 1 through 3, and
7 through 26**

May 11, 2015

Page 2

- Tract No. 4529, District No. 24 (Vineyards);
 - Tract No. 4840, District No. 25 (The Pointe); and
 - Parcel Map No. 202-0-010-685, District No. 26 (Albertson's).
2. Set a public hearing for June 23, 2015, on the levy of the proposed assessments in Landscape Maintenance District Nos. 1 through 3, and 7 through 26.

DISCUSSION

As a condition of development, the City Council required that the developers of certain tracts cooperate with the City in order to establish landscape maintenance districts. These districts were formed by separate City Council resolutions in prior years. The assessments are exempt from Article XIII D of the California Constitution, by reason of Section 5 (a) thereof.

The Landscape and Lighting Act of 1972, pursuant to which these districts were formed, requires annual City Council action to update the assessments which appear on the Ventura County tax rolls. The purpose of the meeting today is for Council to adopt resolutions of intention to levy assessments and to set a public hearing to be held on June 23, 2015, for Council to receive public testimony and to levy assessments for the next fiscal year. The City has begun the process to enhance the use and management of the landscape maintenance districts and to review compliance with the 1972 Act in order to achieve a "best practices" standard in the City's operations.

Staff has calculated costs and assessments for the City's FY 2015-2016 maintenance of public landscaping in Landscape Maintenance District Nos. 1 through 3, and 7 through 26 and has prepared a resolution of intention for each. Each resolution of intention sets June 23, 2015, as the date for the public hearing on the levy of assessments. Each resolution of intention states that assessments for FY 2015-2016 is not proposed to increase over the assessments for FY 2014-2015. Because expenditures in these districts exceed assessment revenue or are projected to produce cash deficits in five years, no surpluses or deficits are identified. The amount by which expenditures or services to these districts exceed revenues will be budgeted in the Fiscal 2015-2016 General Fund Budget. Staff will work with expert consultants to minimize the impact on the General Fund.

Following the City Council's action at the public hearing on June 23, 2015, the assessment data will be delivered to the County Auditor-Controller's Office and processed for the collection of assessments in FY 2015-2016. This action must take place prior to July 1, 2015.

SELF-MAINTAINED DISTRICTS

Some districts maintain the landscaping without involving the City work force or contract maintenance services. However, the City requires an annual \$1,080 budget for contingencies and inspections by City staff. Unused amounts remain in the fund balance for the district and are applied against the required 15 percent operating reserve and any additional surplus is used to reduce subsequent assessments. District Nos. 2 (Channel Islands Business District); 19 (Shopping at the Rose); and 21 (Cypress Pointe) are self-maintained districts.

CONTRACT SERVICE DISTRICTS

District Nos. 3 (River Ridge); 14 (California Cove); and 16 (California Lighthouse) are contract service districts, which means that the City will obtain the lowest bid from a private contractor on behalf of the districts. The annual assessment will vary from one year to the next. The engineer's report for each indicates the FY 2015-2016 costs.

CITY MAINTAINED DISTRICTS

Staff has determined that the City work force can provide improved landscape maintenance services to some districts equal to or below the costs charged by a contractor. For FY 2015-2016, City staff will provide services to the following tracts:

- Tract No. 2247, District No. 1 (Summerfield);
- Tract Nos. 4183 and 3943, District Nos. 7 and 8 (Northfield/Seagate Business Park);
- Tract Nos. 3051-2, 3051-3, and 4351, District No. 9 (Strawberry Fields);
- Tract No. 4405, District No. 10 (Country Club Estates);
- Tract No. 4376, District No. 11 (St. Tropez);
- Tract No. 4294, District No. 12 (Standard Pacific);
- Tract No. 4424, District No. 13 (Le Village);
- Tract No. 4443, District No. 15 (Pelican Pointe);
- Tract No. 4702, District No. 17 (Village of San Miguel);
- Parcel Map Nos. 213-0-031-355, 375, 385, 405, 415, 425, District No. 18 (St. John's Regional Medical Center);
- Parcel Map Nos. 231-0-020-200, 210, 240, District No. 20 (Wallenius Vehicle Preparation Center);
- Tract No. 4611, District No. 22 (McDonald's Median);
- Tract No. 4529, District No. 23 (Greystone);
- Tract No. 4529, District No. 24 (Vineyards);
- Tract No. 4840, District No. 25 (The Pointe); and
- Parcel Map No. 202-0-010-685, District No. 26 (Albertson's).

DISTRICTS NOT INCLUDED IN THIS REPORT

Assessment District No. 4, the Mandalay Beach and Landscaping Maintenance District, is not included in this action because it was formed pursuant to the Improvement Act of 1911, and, therefore, requires separate treatment. Assessment District Nos. 5 and 6, for the Maulhardt (4021) and Continental Heritage (4169) industrial tracts, are also excluded because they contain no City-maintained landscaping at this time.

FINANCIAL IMPACT

The recommendation will result in the City's ability to provide landscaping services in District Nos. 1 through 3, and 7 through 26. Costs in excess of assessments will be budgeted in the General Fund. These costs are being calculated as part of the Fiscal 2015-2016 budget process but have ranged from \$500,000-\$700,000 recently.

- Attachment
- 1 - Oxnard Landscape Maintenance District No. 1 Engineer's Report
 - 2 - Resolution of Intention: Landscape Maintenance District No. 1
 - 3 - Oxnard Landscape Maintenance District No. 2 Engineer's Report
 - 4 - Resolution of Intention: Landscape Maintenance District No. 2
 - 5 - Oxnard Landscape Maintenance District No. 3 Engineer's Report
 - 6 - Resolution of Intention: Landscape Maintenance District No. 3
 - 7 - Oxnard Landscape Maintenance District Nos. 7 & 8 Engineer's Report
 - 8 - Resolution of Intention: Landscape Maintenance District Nos. 7 & 8
 - 9 - Oxnard Landscape Maintenance District No. 9 Engineer's Report
 - 10 - Resolution of Intention: Landscape Maintenance District No. 9
 - 11 - Oxnard Landscape Maintenance District No. 10 Engineer's Report
 - 12 - Resolution of Intention: Landscape Maintenance District No. 10
 - 13 - Oxnard Landscape Maintenance District No. 11 Engineer's Report
 - 14 - Resolution of Intention: Landscape Maintenance District No. 11
 - 15 - Oxnard Landscape Maintenance District No. 12 Engineer's Report
 - 16 - Resolution of Intention: Landscape Maintenance District No. 12
 - 17 - Oxnard Landscape Maintenance District No. 13 Engineer's Report
 - 18 - Resolution of Intention: Landscape Maintenance District No. 13
 - 19 - Oxnard Landscape Maintenance District No. 14 Engineer's Report
 - 20 - Resolution of Intention: Landscape Maintenance District No. 14
 - 21 - Oxnard Landscape Maintenance District No. 15 Engineer's Report
 - 22 - Resolution of Intention: Landscape Maintenance District No. 15
 - 23 - Oxnard Landscape Maintenance District No. 16 Engineer's Report
 - 24 - Resolution of Intention: Landscape Maintenance District No. 16
 - 25 - Oxnard Landscape Maintenance District No. 17 Engineer's Report
 - 26 - Resolution of Intention: Landscape Maintenance District No. 17
 - 27 - Oxnard Landscape Maintenance District No. 18 Engineer's Report
 - 28 - Resolution of Intention: Landscape Maintenance District No. 18
 - 29 - Oxnard Landscape Maintenance District No. 19 Engineer's Report
 - 30 - Resolution of Intention: Landscape Maintenance District No. 19
 - 31 - Oxnard Landscape Maintenance District No. 20 Engineer's Report
 - 32 - Resolution of Intention: Landscape Maintenance District No. 20
 - 33 - Oxnard Landscape Maintenance District No. 21 Engineer's Report
 - 34 - Resolution of Intention: Landscape Maintenance District No. 21
 - 35 - Oxnard Landscape Maintenance District No. 22 Engineer's Report
 - 36 - Resolution of Intention: Landscape Maintenance District No. 22
 - 37 - Oxnard Landscape Maintenance District No. 23 Engineer's Report

**Scheduling of Public Hearing and Adoption of Resolutions to Declare Intent to Levy
FY2015-2016 Assessments for Landscape Maintenance District Nos. 1 through 3, and
7 through 26**

May 11, 2015

Page 5

- 38 - Resolution of Intention: Landscape Maintenance District No. 23
- 39 - Oxnard Landscape Maintenance District No. 24 Engineer's Report
- 40 - Resolution of Intention: Landscape Maintenance District No. 24
- 41 - Oxnard Landscape Maintenance District No. 25 Engineer's Report
- 42 - Resolution of Intention: Landscape Maintenance District No. 25
- 43 - Oxnard Landscape Maintenance District No. 26 Engineer's Report
- 44 - Resolution of Intention: Landscape Maintenance District No. 26

CITY OF OXNARD

**OXNARD LANDSCAPE MAINTENANCE
DISTRICT NO. 1
ENGINEER'S REPORT
ON ASSESSMENTS
FOR
FISCAL YEAR 2015-2016**

**DEPARTMENT OF GENERAL SERVICES
May 2015**

SECTION 1. MAINTENANCE TO BE PROVIDED

Landscaping consists of trees, shrubs, and ground cover within the district, as shown on the diagram referred to in Section 2 hereof. The maintenance to be provided will include ordinary and necessary:

- (a) Repair, removal or replacement of all or any part of the landscaping.
- (b) Provision for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury.
- (c) Removal of trimmings, rubbish, debris and other solid waste.

SECTION 2. PLANS AND SPECIFICATIONS AND DIAGRAM

A diagram for the District, showing the following matters, is attached hereto and incorporated herein by reference.

- (a) Existing and proposed landscaping improvements within the District.
- (b) The exterior boundaries of the District.
- (c) The boundaries of any zones within the District.
- (d) The lines and dimensions of each lot or parcel of land within the District.
- (e) Identification of each lot or parcel of land within the District by a distinctive number or letter.

SECTION 3. ESTIMATE OF COSTS OF IMPROVEMENTS

The estimate of the costs of maintaining the landscaping improvements in the District for the 2015-2016 fiscal year includes:

- (a) Total costs for improvements to be made in FY 2015-2016, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses: \$13,006.56.
- (b) Amount of surplus in the improvement fund to be carried over from a previous fiscal year: \$0.00.
- (c) Amount of any contributions to be made from sources other than assessments levied pursuant to Part 2 of Division 15 of the Streets and Highways Code: \$0.00.
- (d) Amount, if any, of the annual installment for FY 2015-2016 where the City Council has ordered an assessment for the estimated cost of any improvements to be levied and collected in annual installments: \$0.00.

(e) Net amount to be assessed upon assessable lands within the District, being the total improvement costs, as referred to in subdivision (a), increased or decreased, as the case may be, by any of the amounts referred in subdivision (b), (c), or (d): \$13,006.56.

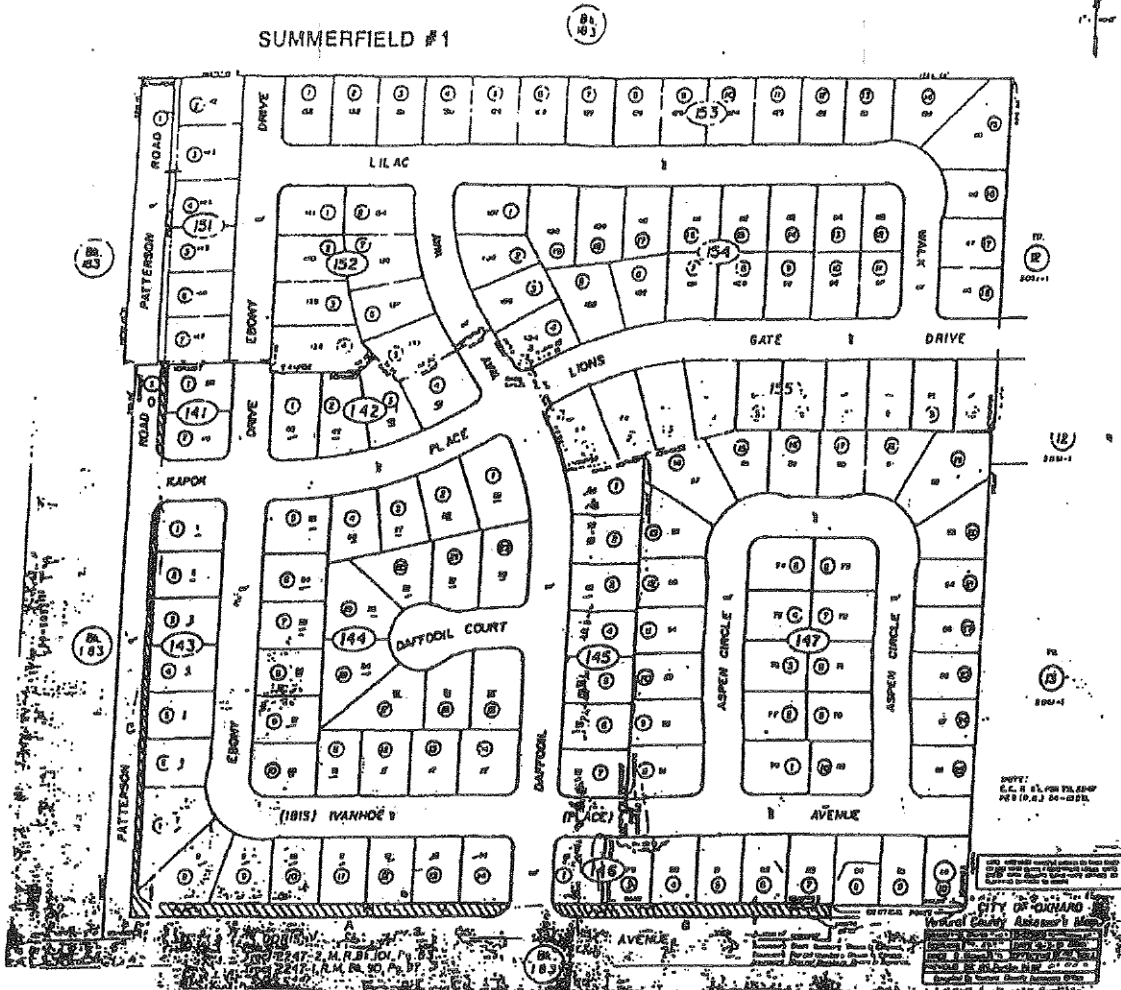
SECTION 4. ASSESSMENT OF ESTIMATED COSTS OF IMPROVEMENTS

This assessment applies to the 2015-2016 fiscal year.

- (a) The net amount, determined in accordance with Section 3, above, to be assessed upon assessable lands within the District is \$13,006.56.
- (b) A description of each assessable lot or parcel for land within the District is contained in the diagram referred to in Section 2 hereof.
- (c) The net amount stated in subdivision (a) of this Section 4 is apportioned among such lots or parcels in proportion to the estimated special benefit to be received by each lot or parcel from the improvements by the following formula or method: Dividing such net amount by the number of assessable lots or parcels within the District. Thus, the net amount of \$13,006.56 is divided by 147 lots for an assessment of \$88.48 per lot or parcel.

City Maintained Landscape Assessment District Improvements

SUMMERFIELD #1



SUMMERFIELD - LANDSCAPE MAINTENANCE DISTRICT #1

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD OF INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2015-2016 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 1 (SUMMERFIELD) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, the Oxnard City Council desires that the expenses of maintaining landscaping in Landscape Maintenance District No. 1 formed within the City on April 16, 1985, by Resolution No. 8860 be assessed upon land within such District that will receive special benefit therefrom; and

WHEREAS, the City Engineer has filed with the City Clerk a report concerning the cost of maintaining the landscaping in such District for the 2015-2016 fiscal year and the amount of the special benefit received therefrom by each parcel within such District; and

WHEREAS, assessments existed in such District throughout FY 2014-2015, and such assessments are not proposed to increase for FY 2015-2016; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, such District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

1. The City Council approves the Engineer's Report.
2. The City Council declares its intention to levy and collect assessments within Landscape Maintenance District No. 1 for fiscal year 2015-2016 pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code, Division 15, Part 2, Section 22500 et seq.).
3. The landscaping to be maintained is all public landscaping installed by the developers of Tract No. 2247 located within the assessment district known as Landscape Maintenance District No. 1, which is located at Patterson Road, north of Doris Avenue in the City.

4. A full and detailed description of the landscaping improvements, the boundaries of Landscape Maintenance District No. 1 and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District is contained in the report of the Engineer on file with the City Clerk.
5. Notice is hereby given that on June 23, 2015 at 6:30 p.m. in City Council Chambers, at 305 West Third Street, Oxnard, California, the City Council will hold a hearing on the levy of the proposed assessment, at which time all interested persons shall be afforded an opportunity to hear and be heard. Any interested person may, prior to the conclusion of the hearing, file a written protest with the City Clerk or, having previously filed a protest, file a written withdrawal of the protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by that person.
6. At least 10 days prior to the date of the hearing, the City Clerk shall give notice of the hearing by causing this resolution to be published once in a newspaper of general circulation within the City.
7. The FY 2015-2016 assessment in Landscape Maintenance District No. 1 is not proposed to increase.

PASSED AND ADOPTED THIS ____ day of _____, 2015, by the following vote:

AYES:

NOES:

ABSENT:

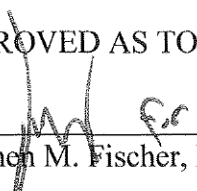
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

CITY OF OXNARD

**OXNARD LANDSCAPE MAINTENANCE
DISTRICT NO. 2
ENGINEER'S REPORT
ON ASSESSMENTS
FOR
FISCAL YEAR 2015-2016**

DEPARTMENT OF GENERAL SERVICES
May 2015

Attachment 3
Page 1 of 4

SECTION 1. MAINTENANCE TO BE PROVIDED

Landscaping consists of trees, shrubs, and ground cover within the district, as shown on the diagram referred to in Section 2 hereof. The maintenance to be provided will include ordinary and necessary:

- (a) Repair, removal or replacement of all or any part of the landscaping.
- (b) Provision for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury.
- (c) Removal of trimmings, rubbish, debris and other solid waste.

SECTION 2. PLANS AND SPECIFICATIONS AND DIAGRAM

A diagram for the District, showing the following matters, is attached hereto and incorporated herein by reference.

- (a) Existing and proposed landscaping improvements within the District.
- (b) The exterior boundaries of the District.
- (c) The boundaries of any zones within the District.
- (d) The lines and dimensions of each lot or parcel of land within the District.
- (e) Identification of each lot or parcel of land within the District by a distinctive number or letter.

SECTION 3. ESTIMATE OF COSTS OF IMPROVEMENTS

The estimate of the costs of maintaining the landscaping improvements in the District for the 2015-2016 fiscal year includes:

- (a) Total costs for improvements to be made in FY 2015-2016, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses: \$1,014.36.
- (a) Amount of surplus in the improvement fund to be carried over from a previous fiscal year: \$0.00.
- (c) Amount of any contributions to be made from sources other than assessments levied pursuant to Part 2 of Division 15 of the Streets and Highways Code: \$0.00.
- (d) Amount, if any, of the annual installment for FY 2015-2016 where the City Council has ordered an assessment for the estimated cost of any improvements to be levied and collected in annual installments: \$0.00.

- (e) Net amount to be assessed upon assessable lands within the District, being the total improvement costs, as referred to in subdivision (a), increased or decreased, as the case may be, by any of the amounts referred in subdivision (b), (c), or (d): \$1,014.36.

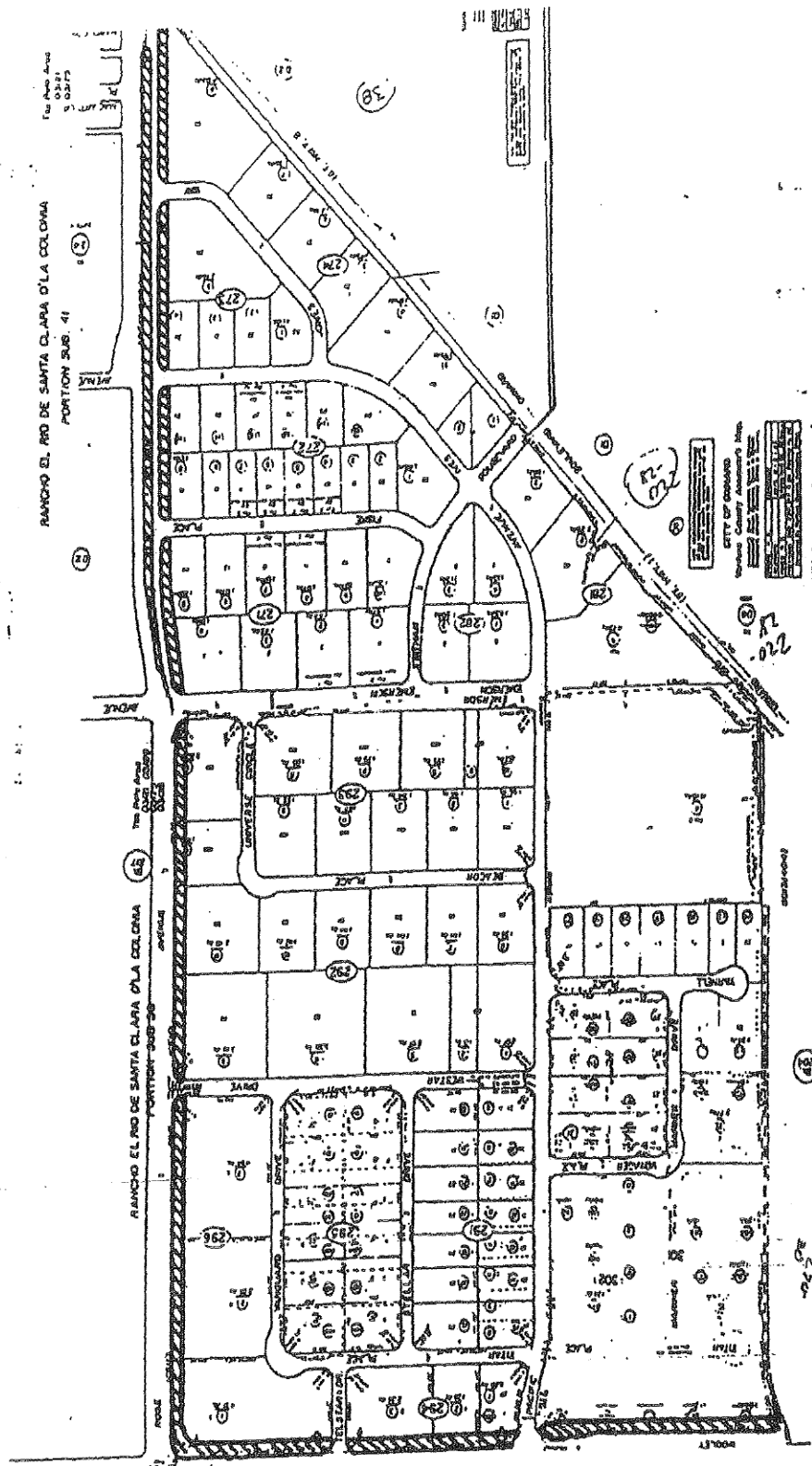
SECTION 4. ASSESSMENT OF ESTIMATED COSTS OF IMPROVEMENTS

This assessment applies to the 2015-2016 fiscal year.

- (a) The net amount, determined in accordance with Section 3, above, to be assessed upon assessable lands within the District is \$1,014.36.
- (b) A description of each assessable lot or parcel for land within the District is contained in the diagram referred to in Section 2 hereof.
- (c) The net amount stated in subdivision (a) of this Section 4 is apportioned among such lots or parcels in proportion to the estimated special benefit to be received by each lot or parcel from the improvements by the following formula or method: Dividing such net amount by the number of assessable lots or parcels within the District. Thus, the net amount of \$1,014.36 is divided by 113 lots for an assessment of \$8.86 per lot or parcel.

TOLD 2

City Maintained Landscape Assessment District Improvements



CHANNEL ISLANDS BUSINESS CENTER - LMD #2

Attachment 3
Page 4 of 4

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD OF INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2015-2016 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 2 (CHANNEL ISLANDS BUSINESS PARK) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, the Oxnard City Council desires that the expenses of maintaining landscaping in Landscape Maintenance District No. 2 formed within the City on August 6, 1985, by Resolution No. 8868 be assessed upon land within such District that will receive special benefit therefrom; and

WHEREAS, the City Engineer has filed with the City Clerk a report concerning the cost of maintaining the landscaping in such District for the 2015-2016 fiscal year and the amount of the special benefit received therefrom by each parcel within such District; and

WHEREAS, assessments existed in such District throughout FY 2014-2015, and such assessments are not proposed to increase for FY 2015-2016; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, such District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

1. The City Council approves the Engineer's Report.
2. The City Council declares its intention to levy and collect assessments within Landscape Maintenance District No. 2 for fiscal year 2015-2016 pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code, Division 15, Part 2, Section 22500 et seq.).
3. The landscaping to be maintained is all public landscaping installed by the developers of Tract Nos. 4065, 4164, 4225 and 4355 located within the assessment district known as Landscape Maintenance District No. 2, which is located at Wooley Road, west of Rose Avenue in the City.

4. A full and detailed description of the landscaping improvements, the boundaries of Landscape Maintenance District No. 2 and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District is contained in the report of the Engineer on file with the City Clerk.
5. Notice is hereby given that on June 23, 2015, at 6:30 p.m. in City Council Chambers, at 305 West Third Street, Oxnard, California, the City Council will hold a hearing on the levy of the proposed assessment, at which time all interested persons shall be afforded an opportunity to hear and be heard. Any interested person may, prior to the conclusion of the hearing, file a written protest with the City Clerk or, having previously filed a protest, file a written withdrawal of the protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by that person.
6. At least 10 days prior to the date of the hearing, the City Clerk shall give notice of the hearing by causing this resolution to be published once in a newspaper of general circulation within the City.
7. The FY 2015-2016 assessment in Landscape Maintenance District No. 2 is not proposed to increase.

PASSED AND ADOPTED THIS ____ day of _____, 2015, by the following vote:

AYES:

NOES:

ABSENT:

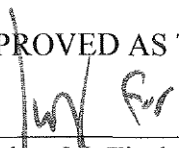
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

CITY OF OXNARD

**OXNARD LANDSCAPE MAINTENANCE
DISTRICT NO. 3
ENGINEER'S REPORT
ON ASSESSMENTS
FOR
FISCAL YEAR 2015-2016**

**DEPARTMENT OF GENERAL SERVICES
May 2015**

SECTION 1. MAINTENANCE TO BE PROVIDED

Landscaping consists of trees, shrubs, and ground cover within the district, as shown on the diagram referred to in Section 2 hereof. The maintenance to be provided will include ordinary and necessary:

- (a) Repair, removal or replacement of all or any part of the landscaping.
- (b) Provision for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury.
- (c) Removal of trimmings, rubbish, debris and other solid waste.

SECTION 2. PLANS AND SPECIFICATIONS AND DIAGRAM

A diagram for the District, showing the following matters, is attached hereto and incorporated herein by reference.

- (a) Existing and proposed landscaping improvements within the District.
- (b) The exterior boundaries of the District.
- (c) The boundaries of any zones within the District.
- (d) The lines and dimensions of each lot or parcel of land within the District.
- (e) Identification of each lot or parcel of land within the District by a distinctive number or letter.

SECTION 3. ESTIMATE OF COSTS OF IMPROVEMENTS

The estimate of the costs of maintaining the landscaping improvements in the District for the 2015-2016 fiscal year includes:

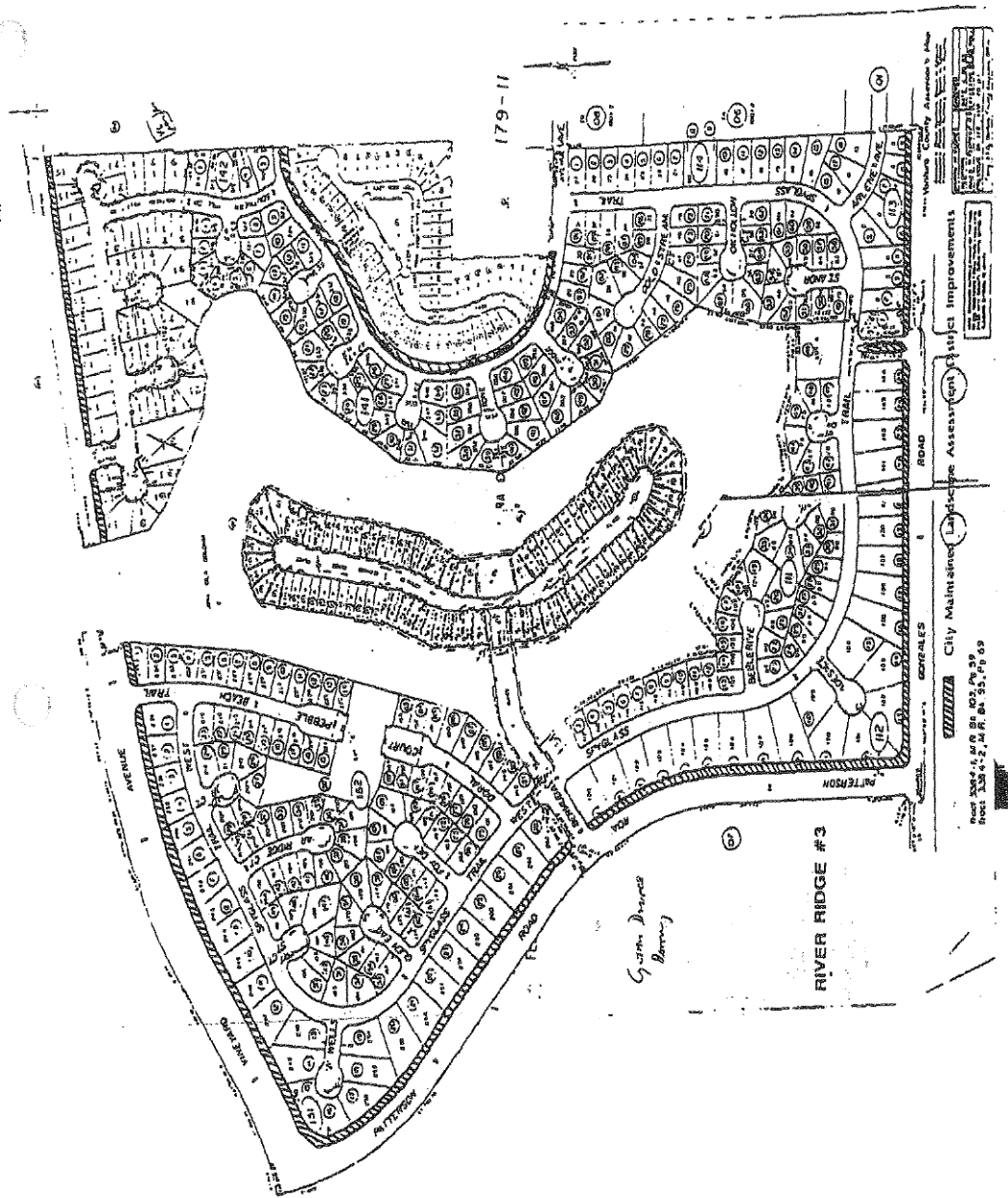
- (a) Total costs for improvements to be made in FY 2015-2016, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses: \$83,872.90.
- (b) Amount of surplus in the improvement fund to be carried over from a previous fiscal year: \$0.00
- (c) Amount of any contributions to be made from sources other than assessments levied pursuant to Part 2 of Division 15 of the Streets and Highways Code: \$0.00.
- (d) Amount, if any, of the annual installment for FY 2015-2016 where the City Council has ordered an assessment for the estimated cost of any improvements to be levied and collected in annual installments: \$0.00.

- (e) Net amount to be assessed upon assessable lands within the District, being the total improvement costs, as referred to in subdivision (a), increased or decreased, as the case may be, by any of the amounts referred in subdivision (b), (c), or (d): \$83,872.90.

SECTION 4. ASSESSMENT OF ESTIMATED COSTS OF IMPROVEMENTS

This assessment applies to the 2015-2016 fiscal year.

- (a) The net amount, determined in accordance with Section 3, above, to be assessed upon assessable lands within the District is \$83,872.90.
- (b) A description of each assessable lot or parcel for land within the District is contained in the diagram referred to in Section 2 hereof.
- (c) The net amount stated in subdivision (a) of this Section 4 is apportioned among such lots or parcels in proportion to the estimated special benefit to be received by each lot or parcel from the improvements by the following formula or method: Dividing such net amount by the number of assessable lots or parcels within the District. Thus, the net amount of \$83,872.90 is divided by 515 lots for an assessment of \$162.86 per lot or parcel.



RIVER RIDGE - LANDSCAPE MAINTENANCE DISTRICT #3

Attachment 5
Page 4 of 4

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD OF INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2015-2016 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 3 (RIVER RIDGE) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, the Oxnard City Council desires that the expenses of maintaining landscaping in Landscape Maintenance District No. 3 formed within the City on March 18, 1986, by Resolution No. 8983 be assessed upon land within such District that will receive special benefit therefrom; and

WHEREAS, the City Engineer has filed with the City Clerk a report concerning the cost of maintaining the landscaping in such District for the 2015-2016 fiscal year and the amount of the special benefit received therefrom by each parcel within such District; and

WHEREAS, assessments existed in such District throughout FY 2014-2015, and such assessments are not proposed to increase for FY 2015-2016; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, such District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

1. The City Council approves the Engineer's Report.
2. The City Council declares its intention to levy and collect assessments within Landscape Maintenance District No. 3 for fiscal year 2015-2016 pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code, Division 15, Part 2, Section 22500 et seq.).
3. The landscaping to be maintained is all public landscaping installed by the developers of Tract No. 3384 located within the assessment district known as Landscape Maintenance District No. 3, which is located at Patterson Road, north of Gonzales Road in the City.

4. A full and detailed description of the landscaping improvements, the boundaries of Landscape Maintenance District No. 3 and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District is contained in the report of the Engineer on file with the City Clerk.
5. Notice is hereby given that on June 23, 2015, at 6:30 p.m. in City Council Chambers, at 305 West Third Street, Oxnard, California, the City Council will hold a hearing on the levy of the proposed assessment, at which time all interested persons shall be afforded an opportunity to hear and be heard. Any interested person may, prior to the conclusion of the hearing, file a written protest with the City Clerk or, having previously filed a protest, file a written withdrawal of the protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by that person.
6. At least 10 days prior to the date of the hearing, the City Clerk shall give notice of the hearing by causing this resolution to be published once in a newspaper of general circulation within the City.
7. The FY 2015-2016 assessment in Landscape Maintenance District No. 3 is not proposed to increase.

PASSED AND ADOPTED THIS ____ day of _____, 2015, by the following vote:

AYES:

NOES:

ABSENT:

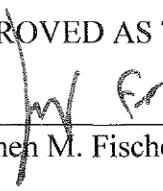
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

CITY OF OXNARD

**OXNARD LANDSCAPE MAINTENANCE
DISTRICT NO. 7 and 8
ENGINEER'S REPORT
ON ASSESSMENTS
FOR
FISCAL YEAR 2015-2016**

DEPARTMENT OF GENERAL SERVICES
May 2015

Attachment 7
Page 1 of 6

SECTION 1. MAINTENANCE TO BE PROVIDED

Landscaping consists of trees, shrubs, and ground cover within the district, as shown on the diagram referred to in Section 2 hereof. The maintenance to be provided will include ordinary and necessary:

- (a) Repair, removal or replacement of all or any part of the landscaping.
- (b) Provision for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury.
- (c) Removal of trimmings, rubbish, debris and other solid waste.

SECTION 2. PLANS AND SPECIFICATIONS AND DIAGRAM

A diagram for the District, showing the following matters, is attached hereto and incorporated herein by reference.

- (a) Existing and proposed landscaping improvements within the District
- (b) The exterior boundaries of the District.
- (c) The boundaries of any zones within the District.
- (d) The lines and dimensions of each lot or parcel of land within the District.
- (e) Identification of each lot or parcel of land within the District by a distinctive number or letter.

SECTION 3. ESTIMATE OF COSTS OF IMPROVEMENTS

The estimate of the costs of maintaining the landscaping improvements in the District for the 2015-2016 fiscal year includes:

- (a) Total costs for improvements to be made in FY 2015-2016, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses: \$39,446.00.
- (b) Amount of surplus in the improvement fund to be carried over from a previous fiscal year: \$0.00.
- (c) Amount of any contributions to be made from sources other than assessments levied pursuant to Part 2 of Division 15 of the Streets and Highways Code: \$0.00.
- (d) Amount, if any, of the annual installment for FY 2015-2016 where the City Council has ordered an assessment for the estimated cost of any improvements to be levied and collected in annual installments: \$0.00.

- (e) Net amount to be assessed upon assessable lands within the District, being the total improvement costs, as referred to in subdivision (a), increased or decreased, as the case may be, by any of the amounts referred in subdivision (b), (c), or (d): \$39,446.00.

SECTION 4. ASSESSMENT OF ESTIMATED COSTS OF IMPROVEMENTS

This assessment applies to the 2015-2016 fiscal year.

- (a) The net amount, determined in accordance with Section 3, above, to be assessed upon assessable lands within the District is \$39,446.00
- (b) A description of each assessable lot or parcel for land within the District is contained in the diagram referred to in Section 2 hereof
- (c) The net amount stated in subdivision (a) of this Section 4 is apportioned among such lots or parcels in proportion to the estimated special benefit to be received by each lot or parcel from the improvements by the following formula or method: Dividing such net amount by the total number of acres within the District. Thus, the net amount of \$39,446.00 is divided by 237 acres for an assessment of \$131.52 per acre. Assessments will vary according to the quantity of acres per lot or parcel; as shown on the attached schedule.

NORTHFIELD/SEAGATE ASSESSMENTS

<u>APN NO.</u>	<u>ACRES</u>	<u>AMOUNT</u>	<u>APN NO.</u>	<u>ACRES</u>	
<u>AMOUNT</u>					
216-0-182-095	1.0	\$ 131.52	216-0-191-125	1.0	
\$131.52					
216-0-182-105	1.0	131.52	216-0-191-135	2.0	
263.04					
216-0-182-115	1.0	131.52	216-0-191-145	1.0	
131.52					
216-0-182-125	1.0	131.52	216-0-191-155	1.0	
131.52					
216-0-182-135	1.0	131.52	216-0-191-165	1.0	
131.52					
216-0-182-145	1.0	131.52	216-0-191-175	1.0	
131.52					
216-0-182-155	1.0	131.52	216-0-191-185	1.0	
131.52					
216-0-182-165	1.0	131.52	216-0-191-195	8.0	1,052.16
216-0-182-175	1.0	131.52	216-0-191-205	8.0	1,052.16
216-0-182-185	1.0	131.52	216-0-192-015	1.0	
131.52					
216-0-182-195	1.0	131.52	216-0-192-025	1.0	
131.52					
216-0-183-055	1.0	131.52	216-0-192-035	1.0	
131.52					
216-0-183-065	1.0	131.52	216-0-192-045	1.0	
131.52					
216-0-183-075	1.0	131.52	216-0-192-055	1.0	
131.52					
216-0-183-105	0.5	65.96	216-0-192-065	1.0	
131.52					
216-0-183-115	0.5	65.96	216-0-192-075	1.0	
131.52					
216-0-183-125	1.0	131.52	216-0-192-085	1.0	
131.52					
216-0-183-135	0.5	65.96	216-0-192-105	1.0	
131.52					
216-0-183-145	0.5	65.96	216-0-192-115	1.0	
131.52					
216-0-183-155	0.5	65.96	216-0-192-125	1.0	
131.52					
216-0-183-165	0.5	65.96	216-0-192-135	1.0	
131.52					
216-0-191-035	1.0	131.52	216-0-192-145	1.0	
131.52					
216-0-191-045	1.0	131.52	216-0-193-015	1.0	
131.52					
216-0-191-055	1.0	131.52	216-0-193-025	3.0	
394.56					
216-0-191-065	1.0	131.52	216-0-193-035	5.0	
657.60					
216-0-191-075	1.0	131.52	216-0-193-045	5.0	
657.60					
216-0-191-085	1.0	131.52	216-0-193-055	9.0	1,183.68
216-0-191-095	2.0	263.04	216-0-193-065	4.0	
526.08					
216-0-191-105	1.0	131.52	216-0-193-075	4.0	
526.08					
216-0-191-115	1.0	131.52	216-0-193-085	5.0	
657.60					
216-0-193-105	4.0	526.08	216-0-202-025	1.0	
131.52					
216-0-193-125	1.0	131.52	216-0-202-035	1.0	
131.52					
216-0-193-135	3.0	394.56	216-0-202-045	1.0	
131.52					
216-0-194-025	4.0	526.08	216-0-202-055	1.0	
131.52					

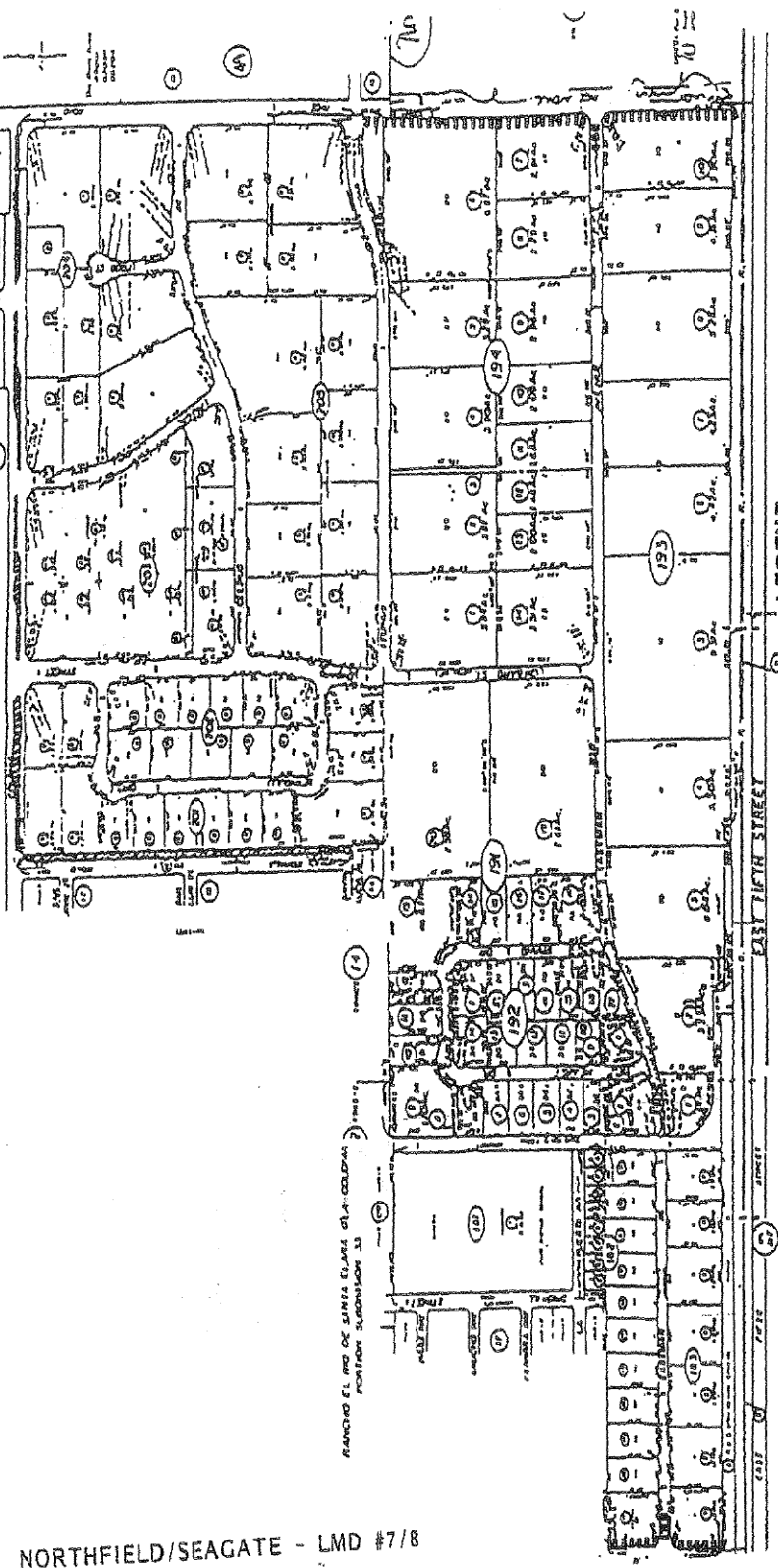
216-0-194-105 131.52	2.0	263.04	216-0-202-065	1.0	
216-0-194-115 131.52	2.0	263.04	216-0-202-075	1.0	
216-0-194-125 131.52	1.0	131.52	216-0-202-085	1.0	
216-0-194-135 131.52	2.0	263.04	216-0-202-095	1.0	
216-0-194-165 131.52	3.0	394.56	216-0-202-105	1.0	
216-0-194-205 131.52	4.0	526.08	216-0-202-115	1.0	
216-0-194-215 131.52	3.0	394.56	216-0-203-175	1.0	
216-0-194-225 131.52	4.0	526.08	216-0-203-185	1.0	
216-0-194-235 263.04	4.0	526.08	216-0-203-195	2.0	
216-0-195-015	7.0	920.64	216-0-203-205	9.0	1,183.68
216-0-195-055 131.52	6.0	789.12	216-0-203-215	1.0	
216-0-201-015 131.52	1.0	131.52	216-0-204-015	1.0	
216-0-201-025 263.04	1.0	131.52	216-0-204-025	2.0	
216-0-201-035 131.52	1.0	131.52	216-0-204-035	1.0	
216-0-201-045 131.52	1.0	131.52	216-0-204-055	1.0	
216-0-201-055 131.52	1.0	131.52	216-0-204-065	1.0	
216-0-201-065 394.56	1.0	131.52	216-0-204-075	3.0	
216-0-201-075 394.56	1.0	131.52	216-0-204-085	3.0	
216-0-201-085 526.08	1.0	131.52	216-0-204-095	4.0	
216-0-201-095 394.56	1.0	131.52	216-0-204-105	3.0	
216-0-201-105 263.04	1.0	131.52	216-0-205-015	2.0	
216-0-201-135 263.04	1.0	131.52	216-0-205-025	2.0	
216-0-201-155 394.56	1.0	131.52	216-0-205-035	3.0	
216-0-201-165 526.08	1.0	131.52	216-0-205-045	4.0	
216-0-201-175 263.04	1.0	131.52	216-0-205-055	2.0	
216-0-202-015 394.56	1.0	131.52	216-0-205-065	3.0	
216-0-205-095	2.0	263.04			
216-0-205-105	2.0	263.04			
216-0-205-115	2.0	263.04			
216-0-205-125	2.0	263.04			
216-0-205-135	3.0	394.56			
216-0-205-145	1.0	131.52			

TOTALS: 230.0 \$ 31,170.24

7183-1144-0-20

RANCHO EL RIO DE SANTA CLARA OLA COLORADO
PORTION SUBDIVISION 33

RANCHO EL RIO DE SANTA CLARA OLA-COLORADO
PORTION SUBDIVISION 33



LEGEND

1992-93 City Maintained Landscape
Assessment District Improvements

NORTHFIELD/SEA GATE #7 and #8

CITY OF COLORADO
Various County Assessor's Map

Map No.	7183-1144-0-20
Map Date	11/14/00
Map Scale	1" = 100'
Map Author	City of Colorado
Map Reviewer	City of Colorado
Map Date	11/14/00
Map Scale	1" = 100'
Map Author	City of Colorado
Map Reviewer	City of Colorado

Portion Road 3903, M.A.
Portion Rancho Colorado I.

NORTHFIELD/SEAGATE - LMD #7/8

Attachment 7
Page 6 of 6

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD OF INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2015-2016 WITHIN LANDSCAPE MAINTENANCE DISTRICT NOS. 7 AND 8 (NORTHFIELD/SEAGATE BUSINESS PARK) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, the Oxnard City Council desires that the expenses of maintaining landscaping in Landscape Maintenance District Nos. 7 and 8 formed within the City on March 27, 1987, by Resolution No. 9196 and 9197 be assessed upon land within such District that will receive special benefit therefrom; and

WHEREAS, the City Engineer has filed with the City Clerk a report concerning the cost of maintaining the landscaping in such District for the 2015-2016 fiscal year and the amount of the special benefit received therefrom by each parcel within such District; and

WHEREAS, assessments existed in such District throughout FY 2014-2015, and such assessments are not proposed to increase for FY 2015-2016; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, such District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

1. The City Council approves the Engineer's Report.
2. The City Council declares its intention to levy and collect assessments within Landscape Maintenance District Nos. 7 and 8 for fiscal year 2015-2016 pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code, Division 15, Part 2, Section 22500 et seq.).
3. The landscaping to be maintained is all public landscaping installed by the developers of Tract Nos. 4183 and 3943 located within the assessment district known as Landscape Maintenance District Nos. 7 and 8, which are located northwest of the intersection of Rose Avenue and Fifth Street in the City.

4. A full and detailed description of the landscaping improvements, the boundaries of Landscape Maintenance District Nos. 7 and 8 and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District is contained in the report of the Engineer on file with the City Clerk.
5. Notice is hereby given that on June 23, 2015, at 6:30 p.m. in City Council Chambers, at 305 West Third Street, Oxnard, California, the City Council will hold a hearing on the levy of the proposed assessment, at which time all interested persons shall be afforded an opportunity to hear and be heard. Any interested person may, prior to the conclusion of the hearing, file a written protest with the City Clerk or, having previously filed a protest, file a written withdrawal of the protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by that person.
6. At least 10 days prior to the date of the hearing, the City Clerk shall give notice of the hearing by causing this resolution to be published once in a newspaper of general circulation within the City.
7. The FY 2015-2016 assessment in Landscape Maintenance District Nos. 7 and 8 is not proposed to increase.

PASSED AND ADOPTED THIS _____ day of _____, 2015, by the following vote:

AYES:

NOES:

ABSENT:

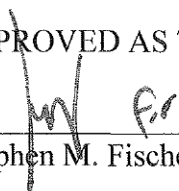
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

CITY OF OXNARD

**OXNARD LANDSCAPE MAINTENANCE
DISTRICT NO. 9
ENGINEER'S REPORT
ON ASSESSMENTS
FOR
FISCAL YEAR 2015-2016**

DEPARTMENT OF GENERAL SERVICES
May 2015

SECTION 1. MAINTENANCE TO BE PROVIDED

Landscaping consists of trees, shrubs, and ground cover within the district, as shown on the diagram referred to in Section 2 hereof. The maintenance to be provided will include ordinary and necessary:

- (a) Repair, removal or replacement of all or any part of the landscaping.
- (b) Provision for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury.
- (c) Removal of trimmings, rubbish, debris and other solid waste.

SECTION 2. PLANS AND SPECIFICATIONS AND DIAGRAM

A diagram for the District, showing the following matters, is attached hereto and incorporated herein by reference.

- (a) Existing and proposed landscaping improvements within the District.
- (b) The exterior boundaries of the District.
- (c) The boundaries of any zones within the District.
- (d) The lines and dimensions of each lot or parcel of land within the District.
- (e) Identification of each lot or parcel of land within the District by a distinctive number or letter.

SECTION 3. ESTIMATE OF COSTS OF IMPROVEMENTS

The estimate of the costs of maintaining the landscaping improvements in the District for the 2015-2016 fiscal year includes:

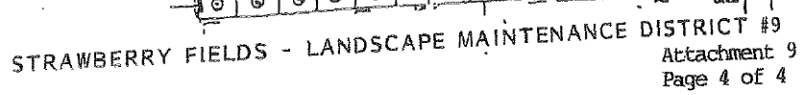
- (a) Total costs for improvements to be made in FY 2015-2016, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses: \$12,615.32.
- (b) Amount of surplus in the improvement fund to be carried over from a previous fiscal year: \$0.00.
- (c) Amount of any contributions to be made from sources other than assessments levied pursuant to Part 2 of Division 15 of the Streets and Highways Code: \$0.00.
- (d) Amount, if any, of the annual installment for FY 2015-2016 where the City Council has ordered an assessment for the estimated cost of any improvements to be levied and collected in annual installments: \$0.00.

(e) Net amount to be assessed upon assessable lands within the District, being the total improvement costs, as referred to in subdivision (a), increased or decreased, as the case may be, by any of the amounts referred in subdivision (b), (c), or (d): \$12,615.32.

SECTION 4. ASSESSMENT OF ESTIMATED COSTS OF IMPROVEMENTS

This assessment applies to the 2015-2016 fiscal year.

- (a) The net amount, determined in accordance with Section 3, above, to be assessed upon assessable lands within the District is \$12,615.32.
- (b) A description of each assessable lot or parcel for land within the District is contained in the diagram referred to in Section 2 hereof.
- (c) The net amount stated in subdivision (a) of this Section 4 is apportioned among such lots or parcels in proportion to the estimated special benefit to be received by each lot or parcel from the improvements by the following formula or method: Dividing such net amount by the number of assessable lots or parcels within the District. Thus, the net amount of \$12,615.32 is divided by 226 lots for an assessment of \$55.82 per lot or parcel.



CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD OF INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2015-2016 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 9 (STRAWBERRY FIELDS) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, the Oxnard City Council desires that the expenses of maintaining landscaping in Landscape Maintenance District No. 9 formed within the City on April 6, 1988, by Resolution No. 9227 be assessed upon land within such District that will receive special benefit therefrom; and

WHEREAS, the City Engineer has filed with the City Clerk a report concerning the cost of maintaining the landscaping in such District for the 2015-2016 fiscal year and the amount of the special benefit received therefrom by each parcel within such District; and

WHEREAS, assessments existed in such District throughout FY 2014-2015, and such assessments are not proposed to increase for FY 2015-2016; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, such District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

1. The City Council approves the Engineer's Report.
2. The City Council declares its intention to levy and collect assessments within Landscape Maintenance District No. 9 for fiscal year 2015-2016 pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code, Division 15, Part 2, Section 22500 et seq.).
3. The landscaping to be maintained is all public landscaping installed by the developers of Tract Nos. 3051-2, 3051-3, and 4351 located within the assessment district known as Landscape Maintenance District No. 9, which is located northwest of the intersection of Ventura Road and Doris Avenue in the City.

4. A full and detailed description of the landscaping improvements, the boundaries of Landscape Maintenance District No. 9 and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District is contained in the report of the Engineer on file with the City Clerk.
5. Notice is hereby given that on June 23, 2015, at 6:30 p.m. in City Council Chambers, at 305 West Third Street, Oxnard, California, the City Council will hold a hearing on the levy of the proposed assessment, at which time all interested persons shall be afforded an opportunity to hear and be heard. Any interested person may, prior to the conclusion of the hearing, file a written protest with the City Clerk or, having previously filed a protest, file a written withdrawal of the protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by that person.
6. At least 10 days prior to the date of the hearing, the City Clerk shall give notice of the hearing by causing this resolution to be published once in a newspaper of general circulation within the City.
7. The FY 2015-2016 assessment in Landscape Maintenance District No.9 is not propose to increase.

PASSED AND ADOPTED THIS _____ day of _____, 2015, by the following vote:

AYES:

NOES:

ABSENT:

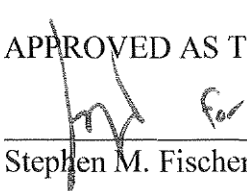
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

CITY OF OXNARD

**OXNARD LANDSCAPE MAINTENANCE
DISTRICT NO. 10
ENGINEER'S REPORT
ON ASSESSMENTS
FOR
FISCAL YEAR 2015-2016**

DEPARTMENT OF GENERAL SERVICES
May 2015

Attachment 11
Page 1 of 4

SECTION 1. MAINTENANCE TO BE PROVIDED

Landscaping consists of trees, shrubs, and ground cover within the district, as shown on the diagram referred to in Section 2 hereof. The maintenance to be provided will include ordinary and necessary:

- (a) Repair, removal or replacement of all or any part of the landscaping.
- (b) Provision for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury.
- (c) Removal of trimmings, rubbish, debris and other solid waste.

SECTION 2. PLANS AND SPECIFICATIONS AND DIAGRAM

A diagram for the District, showing the following matters, is attached hereto and incorporated herein by reference.

- (a) Existing and proposed landscaping improvements within the District.
- (b) The exterior boundaries of the District.
- (c) The boundaries of any zones within the District.
- (d) The lines and dimensions of each lot or parcel of land within the District.
- (e) Identification of each lot or parcel of land within the District by a distinctive number or letter.

SECTION 3. ESTIMATE OF COSTS OF IMPROVEMENTS

The estimate of the costs of maintaining the landscaping improvements in the District for the 2015-2016 fiscal year includes:

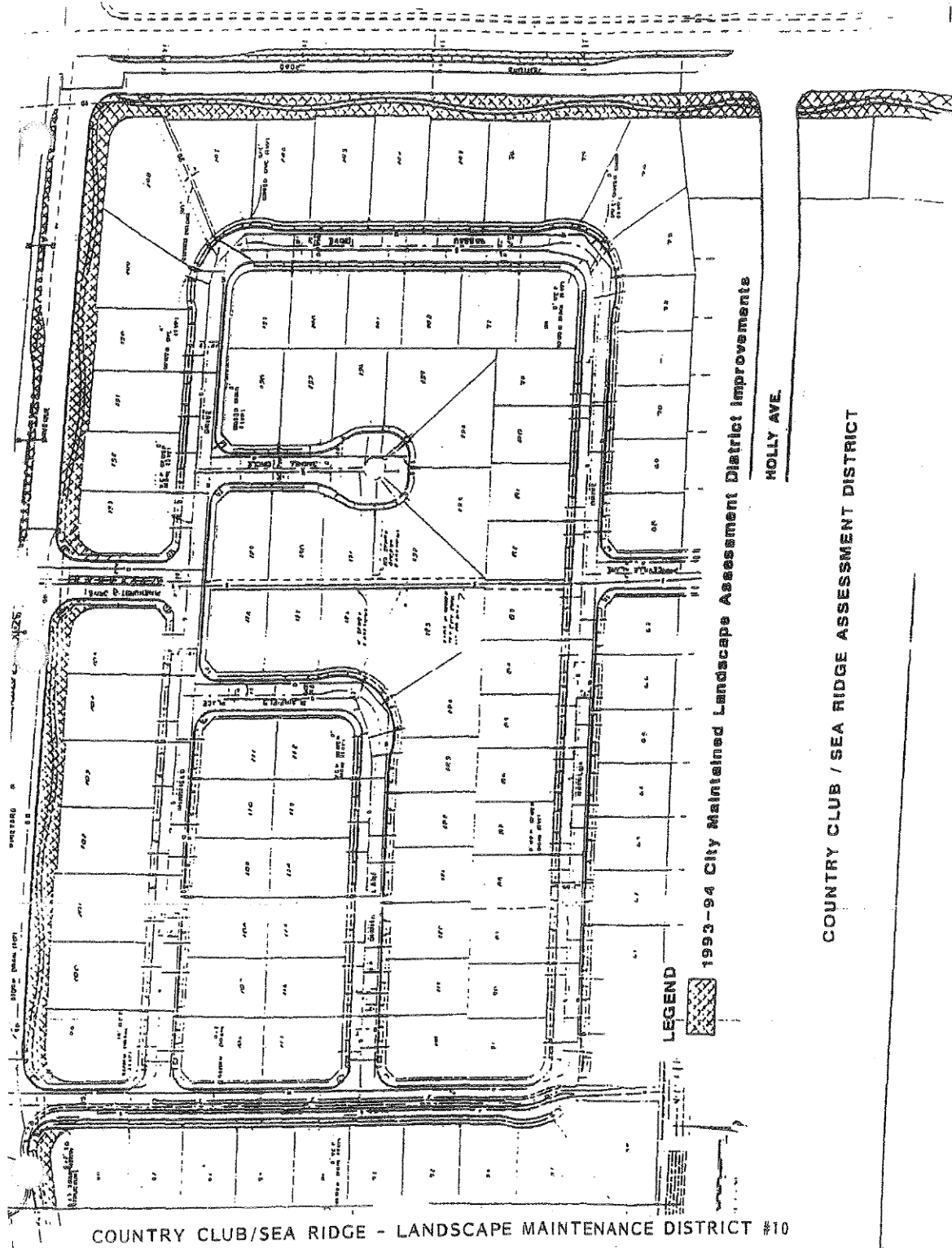
- (a) Total costs for improvements to be made in FY 2015-2016, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses: \$24,181.30.
- (b) Amount of surplus in the improvement fund to be carried over from a previous fiscal year: \$0.00.
- (c) Amount of any contributions to be made from sources other than assessments levied pursuant to Part 2 of Division 15 of the Streets and Highways Code: \$0.00.
- (d) Amount, if any, of the annual installment for FY 2015-2016 where the City Council has ordered an assessment for the estimated cost of any improvements to be levied and collected in annual installments: \$0.00.

- (e) Net amount to be assessed upon assessable lands within the District, being the total improvement costs, as referred to in subdivision (a), increased or decreased, as the case may be, by any of the amounts referred in subdivision (b), (c), or (d): \$24,181.30.

SECTION 4. ASSESSMENT OF ESTIMATED COSTS OF IMPROVEMENTS

This assessment applies to the 2015-2016 fiscal year.

- (a) The net amount, determined in accordance with Section 3, above, to be assessed upon assessable lands within the District is \$24,181.30.
- (b) A description of each assessable lot or parcel for land within the District is contained in the diagram referred to in Section 2 hereof.
- (c) The net amount stated in subdivision (a) of this Section 4 is apportioned among such lots or parcels in proportion to the estimated special benefit to be received by each lot or parcel from the improvements by the following formula or method: Dividing such net amount by the number of assessable lots or parcels within the District. Thus, the net amount of \$24,181.30 is divided by 153 lots for an assessment of \$157.36 per lot or parcel.



CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD OF INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2015-2016 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 10 (COUNTRY CLUB ESTATES) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, the Oxnard City Council desires that the expenses of maintaining landscaping in Landscape Maintenance District No. 10 formed within the City on December 18, 1988, by Resolution No. 9587 be assessed upon land within such District that will receive special benefit therefrom; and

WHEREAS, the City Engineer has filed with the City Clerk a report concerning the cost of maintaining the landscaping in such District for the 2015-2016 fiscal year and the amount of the special benefit received therefrom by each parcel within such District; and

WHEREAS, assessments existed in such District throughout FY 2014-2015, and such assessments are not proposed to increase for FY 2015-2016; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, such District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

1. The City Council approves the Engineer's Report.
2. The City Council declares its intention to levy and collect assessments within Landscape Maintenance District No. 10 for fiscal year 2015-2016 pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code, Division 15, Part 2, Section 22500 et seq.).
3. The landscaping to be maintained is all public landscaping installed by the developers of Tract No. 4405 located within the assessment district known as Landscape Maintenance District No. 10, which is located at Ventura Road, south of Vineyard Avenue in the City.

4. A full and detailed description of the landscaping improvements, the boundaries of Landscape Maintenance District No. 10 and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District is contained in the report of the Engineer on file with the City Clerk
5. Notice is hereby given that on June 23, 2015, at 6:30 p.m. in City Council Chambers, at 305 West Third Street, Oxnard, California, the City Council will hold a hearing on the levy of the proposed assessment, at which time all interested persons shall be afforded an opportunity to hear and be heard. Any interested person may, prior to the conclusion of the hearing, file a written protest with the City Clerk or, having previously filed a protest, file a written withdrawal of the protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by that person.
6. At least 10 days prior to the date of the hearing, the City Clerk shall give notice of the hearing by causing this resolution to be published once in a newspaper of general circulation within the City.
7. The FY 2015-2016 assessment in Landscape Maintenance District No. 10 is not proposed to increase.

PASSED AND ADOPTED THIS _____ day of _____, 2015, by the following vote:

AYES:

NOES:

ABSENT:

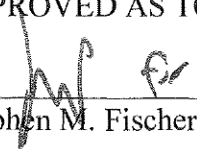
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

CITY OF OXNARD

**OXNARD LANDSCAPE MAINTENANCE
DISTRICT NO. 11
ENGINEER'S REPORT
ON ASSESSMENTS
FOR
FISCAL YEAR 2015-2016**

**DEPARTMENT OF GENERAL SERVICES
May 2015**

SECTION 1. MAINTENANCE TO BE PROVIDED

Landscaping consists of trees, shrubs, and ground cover within the district, as shown on the diagram referred to in Section 2 hereof. The maintenance to be provided will include ordinary and necessary:

- (a) Repair, removal or replacement of all or any part of the landscaping.
- (b) Provision for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury.
- (c) Removal of trimmings, rubbish, debris and other solid waste.

SECTION 2. PLANS AND SPECIFICATIONS AND DIAGRAM

A diagram for the District, showing the following matters, is attached hereto and incorporated herein by reference.

- (a) Existing and proposed landscaping improvements within the District.
- (b) The exterior boundaries of the District.
- (c) The boundaries of any zones within the District.
- (d) The lines and dimensions of each lot or parcel of land within the District.
- (e) Identification of each lot or parcel of land within the District by a distinctive number or letter.

SECTION 3. ESTIMATE OF COSTS OF IMPROVEMENTS

The estimate of the costs of maintaining the landscaping improvements in the District for the 2015-2016 fiscal year includes:

- (a) Total costs for improvements to be made in FY 2015-2016, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses: \$6,990.26.
- (b) Amount of surplus in the improvement fund to be carried over from a previous fiscal year: \$0.00.
- (c) Amount of any contributions to be made from sources other than assessments levied pursuant to Part 2 of Division 15 of the Streets and Highways Code: \$0.00.
- (d) Amount, if any, of the annual installment for FY 2015-2016 where the City Council has ordered an assessment for the estimated cost of any improvements to be levied and collected in annual installments: \$0.00.

- e) Net amount to be assessed upon assessable lands within the District, being the total improvement costs, as referred to in subdivision (a), increased or decreased, as the case may be, by any of the amounts referred in subdivision (b), (c), or (d): \$6,990.26.

SECTION 4. ASSESSMENT OF ESTIMATED COSTS OF IMPROVEMENTS

This assessment applies to the 2015-2016 fiscal year.

- (a) The net amount, determined in accordance with Section 3, above, to be assessed upon assessable lands within the District is \$6,990.26.
- (b) A description of each assessable lot or parcel for land within the District is contained in the diagram referred to in Section 2 hereof.
- (c) The net amount stated in subdivision (a) of this Section 4 is apportioned among such lots or parcels in proportion to the estimated special benefit to be received by each lot or parcel from the improvements by the following formula or method: Dividing such net amount by the number of assessable lots or parcels within the District. Thus, the net amount of \$6,990.26 is divided by 83 lots for an assessment of \$84.22 per lot or parcel.

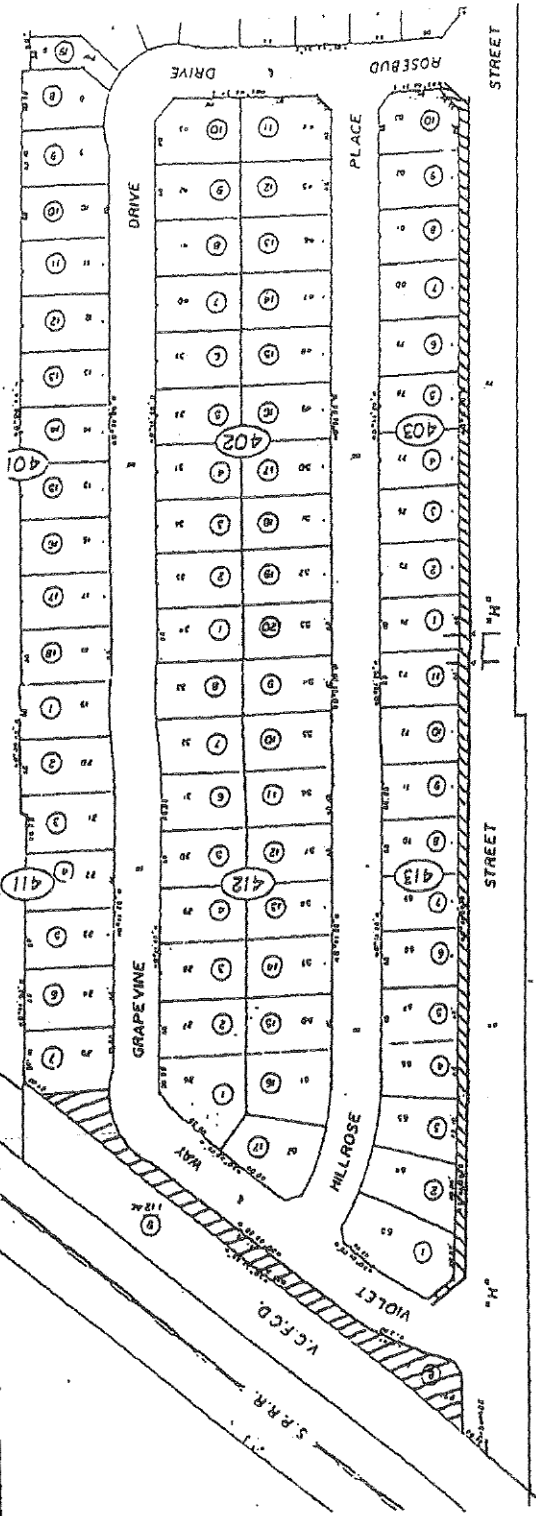
RANCHO EL RIO DE SANTA CLARA O'LA COLONIA
 POR. SUB. 9 & 10

139-41
 MAR 13 1990

Tax Roll Area
 01326
 03193

ST. TROPEZ # 11

City Maintained Landscape Assessment District Improvements



ST. TROPEZ - LANDSCAPE MAINTENANCE DISTRICT #11

Attachment 13
 Page 4 of 4

Per. Tract 4376, M.R. Bk. 115, Pg. 22.

Per. Tract 4376, M.R. Bk. 115, Pg. 22.

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD OF INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2015-2016 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 11 (ST. TROPEZ) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, the Oxnard City Council desires that the expenses of maintaining landscaping in Landscape Maintenance District No. 11 formed within the City on January 3, 1989, by Resolution No. 9603 be assessed upon land within such District that will receive special benefit therefrom; and

WHEREAS, the City Engineer has filed with the City Clerk a report concerning the cost of maintaining the landscaping in such District for the FY 2015-2016 fiscal year and the amount of the special benefit received therefrom by each parcel within such District; and

WHEREAS, assessments existed in such District throughout FY 2014-2015, and such assessments are not proposed to increase for FY 2015-2016; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, such District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

1. The City Council approves the Engineer's Report.
2. The City Council declares its intention to levy and collect assessments within Landscape Maintenance District No. 11 for fiscal year 2015-2016 pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code, Division 15, Part 2, Section 22500 et seq.).
3. The landscaping to be maintained is all public landscaping installed by the developers of Tract No. 4376 located within the assessment district known as Landscape Maintenance District No. 11, which is located at H Street, north of Vineyard Avenue in the City.

4. A full and detailed description of the landscaping improvements, the boundaries of Landscape Maintenance District No. 11 and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District is contained in the report of the Engineer on file with the City Clerk.
5. Notice is hereby given that on June 23, 2015, at 6:30 p.m. in City Council Chambers, at 305 West Third Street, Oxnard, California, the City Council will hold a hearing on the levy of the proposed assessment, at which time all interested persons shall be afforded an opportunity to hear and be heard. Any interested person may, prior to the conclusion of the hearing, file a written protest with the City Clerk or, having previously filed a protest, file a written withdrawal of the protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by that person.
6. At least 10 days prior to the date of the hearing, the City Clerk shall give notice of the hearing by causing this resolution to be published once in a newspaper of general circulation within the City.
7. The FY 2015-2016 assessment in Landscape Maintenance District No. 11 is not proposed to increase.

PASSED AND ADOPTED THIS _____ day of _____, 2015, by the following vote:

AYES:

NOES:

ABSENT:

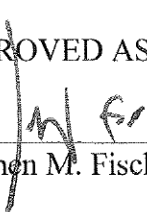
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

CITY OF OXNARD

**OXNARD LANDSCAPE MAINTENANCE
DISTRICT NO. 12
ENGINEER'S REPORT
ON ASSESSMENTS
FOR
FISCAL YEAR 2015-2016**

DEPARTMENT OF GENERAL SERVICES
May 2015

SECTION 1. MAINTENANCE TO BE PROVIDED

Landscaping consists of trees, shrubs, and ground cover within the district, as shown on the diagram referred to in Section 2 hereof. The maintenance to be provided will include ordinary and necessary:

- (a) Repair, removal or replacement of all or any part of the landscaping.
- (b) Provision for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury.
- (c) Removal of trimmings, rubbish, debris and other solid waste.

SECTION 2. PLANS AND SPECIFICATIONS AND DIAGRAM

A diagram for the District, showing the following matters, is attached hereto and incorporated herein by reference.

- (a) Existing and proposed landscaping improvements within the District.
- (b) The exterior boundaries of the District.
- (c) The boundaries of any zones within the District.
- (d) The lines and dimensions of each lot or parcel of land within the District.
- (e) Identification of each lot or parcel of land within the District by a distinctive number or letter.

SECTION 3. ESTIMATE OF COSTS OF IMPROVEMENTS

The estimate of the costs of maintaining the landscaping improvements in the District for the 2015-2016 fiscal year includes:

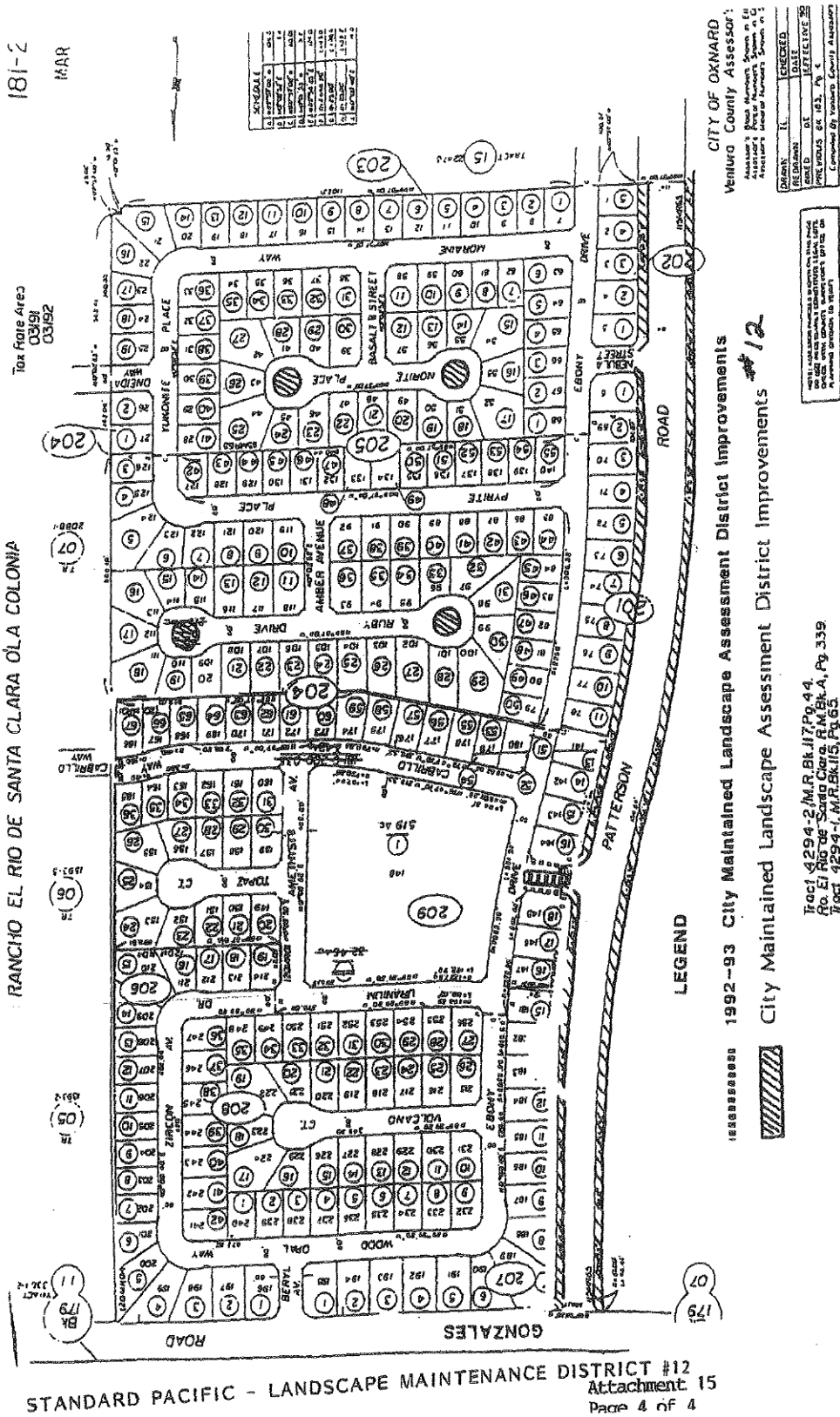
- (a) Total costs for improvements to be made in FY 2015-2016, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses: \$22,394.10.
- (b) Amount of surplus in the improvement fund to be carried over from a previous fiscal year: \$0.00.
- (c) Amount of any contributions to be made from sources other than assessments levied pursuant to Part 2 of Division 15 of the Streets and Highways Code: \$0.00.
- (d) Amount, if any, of the annual installment for FY 2015-2016 where the City Council has ordered an assessment for the estimated cost of any improvements to be levied and collected in annual installments: \$0.00.

(e) Net amount to be assessed upon assessable lands within the District, being the total improvement costs, as referred to in subdivision (a), increased or decreased, as the case may be, by any of the amounts referred in subdivision (b), (c), or (d): \$22,394.10.

SECTION 4. ASSESSMENT OF ESTIMATED COSTS OF IMPROVEMENTS

This assessment applies to the 2015-2016 fiscal year.

- (a) The net amount, determined in accordance with Section 3, above, to be assessed upon assessable lands within the District is \$22,394.10.
- (b) A description of each assessable lot or parcel for land within the District is contained in the diagram referred to in Section 2 hereof.
- (c) The net amount stated in subdivision (a) of this Section 4 is apportioned among such lots or parcels in proportion to the estimated special benefit to be received by each lot or parcel from the improvements by the following formula or method: Dividing such net amount by the number of assessable lots or parcels within the District. Thus, the net amount of \$22,394.10 is divided by 255 lots for an assessment of \$87.82 per lot or parcel.



CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD OF INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2015-2016 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 12 (STANDARD PACIFIC) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, the Oxnard City Council desires that the expenses of maintaining landscaping in Landscape Maintenance District No. 12 formed within the City on March 28, 1989, by Resolution No. 9665 be assessed upon land within such District that will receive special benefit therefrom; and

WHEREAS, the City Engineer has filed with the City Clerk a report concerning the cost of maintaining the landscaping in such District for the 2015-2016 fiscal year and the amount of the special benefit received therefrom by each parcel within such District; and

WHEREAS, assessments existed in such District throughout FY 2014-2015, and such assessments are not proposed to increase for FY 2015-2016; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, such District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

1. The City Council approves the Engineer's Report.
2. The City Council declares its intention to levy and collect assessments within Landscape Maintenance District No. 12 for fiscal year 2015-2016 pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code, Division 15, Part 2, Section 22500 et seq.).
3. The landscaping to be maintained is all public landscaping installed by the developers of Tract No. 4294 located within the assessment district known as Landscape Maintenance District No. 12, which is located at Patterson Road, south of Gonzales Road in the City.

4. A full and detailed description of the landscaping improvements, the boundaries of Landscape Maintenance District No. 12 and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District is contained in the report of the Engineer on file with the City Clerk
5. Notice is hereby given that on June 23, 2015, at 6:30 p.m. in City Council Chambers, at 305 West Third Street, Oxnard, California, the City Council will hold a hearing on the levy of the proposed assessment, at which time all interested persons shall be afforded an opportunity to hear and be heard. Any interested person may, prior to the conclusion of the hearing, file a written protest with the City Clerk or, having previously filed a protest, file a written withdrawal of the protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by that person.
6. At least 10 days prior to the date of the hearing, the City Clerk shall give notice of the hearing by causing this resolution to be published once in a newspaper of general circulation within the City.
7. The FY 2015-2016 assessments in Landscape Maintenance District No. 12 is not proposed to increase.

PASSED AND ADOPTED THIS _____ day of _____, 2015, by the following vote:

AYES:

NOES:

ABSENT:

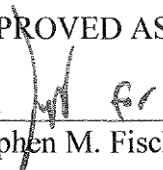
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

CITY OF OXNARD

**OXNARD LANDSCAPE MAINTENANCE
DISTRICT NO. 13
ENGINEER'S REPORT
ON ASSESSMENTS
FOR
FISCAL YEAR 2015-2016**

DEPARTMENT OF GENERAL SERVICES
May 2015

SECTION 1. MAINTENANCE TO BE PROVIDED

Landscaping consists of trees, shrubs, and ground cover within the district, as shown on the diagram referred to in Section 2 hereof. The maintenance to be provided will include ordinary and necessary:

- (a) Repair, removal or replacement of all or any part of the landscaping.
- (b) Provision for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury.
- (c) Removal of trimmings, rubbish, debris and other solid waste.

SECTION 2. PLANS AND SPECIFICATIONS AND DIAGRAM

A diagram for the District, showing the following matters, is attached hereto and incorporated herein by reference.

- (a) Existing and proposed landscaping improvements within the District.
- (b) The exterior boundaries of the District.
- (c) The boundaries of any zones within the District.
- (d) The lines and dimensions of each lot or parcel of land within the District.
- (e) Identification of each lot or parcel of land within the District by a distinctive number or letter.

SECTION 3. ESTIMATE OF COSTS OF IMPROVEMENTS

The estimate of the costs of maintaining the landscaping improvements in the District for the 2015-2016 fiscal year includes:

- (a) Total costs for improvements to be made in FY 2015-2016, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses: \$18,044.80.
- (b) Amount of surplus in the improvement fund to be carried over from a previous fiscal year: \$0.00.
- (c) Amount of any contributions to be made from sources other than assessments levied pursuant to Part 2 of Division 15 of the Streets and Highways Code: \$0.00.
- (d) Amount, if any, of the annual installment for FY 2015-2016 where the City Council has ordered an assessment for the estimated cost of any improvements to be levied and collected in annual installments: \$0.00.

- (e) Net amount to be assessed upon assessable lands within the District, being the total improvement costs, as referred to in subdivision (a), increased or decreased, as the case may be, by any of the amounts referred in subdivision (b), (c), or (d): \$18,044.80.

SECTION 4. ASSESSMENT OF ESTIMATED COSTS OF IMPROVEMENTS

This assessment applies to the 2015-2016 fiscal year.

- (a) Net amount, determined in accordance with Section 3, above, to be assessed upon assessable lands within the District is \$18,044.80.
- (b) A description of each assessable lot or parcel for land within the District is contained in the diagram referred to in Section 2 hereof.
- (c) The net amount stated in subdivision (a) of this Section 4 is apportioned among such lots or parcels in proportion to the estimated special benefit to be received by each lot or parcel from the improvements by the following formula or method: Dividing such net amount by the number of assessable lots or parcels within the District. Thus, the net amount of \$18,044.80 is divided by 160 lots for an assessment of \$112.78 per lot or parcel.



NOTE: LAYOUT OF 5' BUREAU IS NOT ORIENTED
 WITH THE MAINTENANCE DISTRICT AREA ON THIS PLAN
 SEE LANDSCAPE MAINTENANCE DISTRICT FOR LAYOUT
 NOTES TO LANDSCAPE MAINTENANCE DISTRICT FOR ANY ADDITIONAL
 WALLS, WALLPAPER, LIGHTING, ETC. NOT
 ORIENTED ON THIS MAP

LE VILLAGE - LANDSCAPE MAINT. DIST. #13

**LES MAISONS LE VILLAGE
 AT RIVER RIDGE
 IN OXNARD, CA
 MAINTENANCE DISTRICT MAP**

Attachment 17
 page 4 of 4



Meeker Land & Development

LEGEND

1993-94 City Maintained Landscape Assessment District Improvements

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD OF INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2015-2016 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 13 (LE VILLAGE) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, the Oxnard City Council desires that the expenses of maintaining landscaping in Landscape Maintenance District No. 13 formed within the City on March 20, 1990, by Resolution No. 9894 be assessed upon land within such District that will receive special benefit therefrom; and

WHEREAS, the City Engineer has filed with the City Clerk a report concerning the cost of maintaining the landscaping in such District for the 2015-2016 fiscal year and the amount of the special benefit received therefrom by each parcel within such District; and

WHEREAS, assessments existed in such District throughout FY 2014-2015, and such assessments are not proposed to increase for FY 2015-2016; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, such District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

1. The City Council approves the Engineer's Report.
2. The City Council declares its intention to levy and collect assessments within Landscape Maintenance District No. 13 for fiscal year 2015-2016 pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code, Division 15, Part 2, Section 22500 et seq.).
3. The landscaping to be maintained is all public landscaping installed by the developers of Tract No. 4424 located within the assessment district known as Landscape Maintenance District No. 13, which is located at Vineyard Avenue and Ventura Road in the City.

4. A full and detailed description of the landscaping improvements, the boundaries of Landscape Maintenance District No. 13 and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District is contained in the report of the Engineer on file with the City Clerk.
5. Notice is hereby given that on June 23, 2015, at 6:30 p.m. in City Council Chambers, at 305 West Third Street, Oxnard, California, the City Council will hold a hearing on the levy of the proposed assessment, at which time all interested persons shall be afforded an opportunity to hear and be heard. Any interested person may, prior to the conclusion of the hearing, file a written protest with the City Clerk or, having previously filed a protest, file a written withdrawal of the protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by that person.
6. At least 10 days prior to the date of the hearing, the City Clerk shall give notice of the hearing by causing this resolution to be published once in a newspaper of general circulation within the City.
7. The FY 2015-2016 assessments in Landscape Maintenance District No. 13 is not proposed to increase.

PASSED AND ADOPTED THIS _____ day of _____, 2015, by the following vote:

AYES:

NOES:

ABSENT:

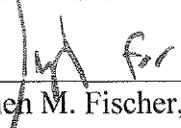
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

CITY OF OXNARD

**OXNARD LANDSCAPE MAINTENANCE
DISTRICT NO. 14
ENGINEER'S REPORT
ON ASSESSMENTS
FOR
FISCAL YEAR 2015-2016**

DEPARTMENT OF GENERAL SERVICES
May 2015

SECTION 1. MAINTENANCE TO BE PROVIDED

Landscaping consists of trees, shrubs, and ground cover within the district, as shown on the diagram referred to in Section 2 hereof. The maintenance to be provided will include ordinary and necessary:

- (a) Repair, removal or replacement of all or any part of the landscaping.
- (b) Provision for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury.
- (c) Removal of trimmings, rubbish, debris and other solid waste.

SECTION 2. PLANS AND SPECIFICATIONS AND DIAGRAM

A diagram for the District, showing the following matters, is attached hereto and incorporated herein by reference.

- (a) Existing and proposed landscaping improvements within the District.
- (b) The exterior boundaries of the District.
- (c) The boundaries of any zones within the District.
- (d) The lines and dimensions of each lot or parcel of land within the District.
- (e) Identification of each lot or parcel of land within the District by a distinctive number or letter.

SECTION 3. ESTIMATE OF COSTS OF IMPROVEMENTS

The estimate of the costs of maintaining the landscaping improvements in the District for the 2015-2016 fiscal year includes:

- (a) Total costs for improvements to be made in FY 2015-2016, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses: \$36,692.96.
- (b) Amount of surplus in the improvement fund to be carried over from a previous fiscal year: \$0.00.
- (c) Amount of any contributions to be made from sources other than assessments levied pursuant to Part 2 of Division 15 of the Streets and Highways Code: \$0.00.
- (d) Amount, if any, of the annual installment for FY 2015-2016 where the City Council has ordered an assessment for the estimated cost of any improvements to be levied and collected in annual installments: \$0.00

- (e) Net amount to be assessed upon assessable lands within the District, being the total improvement costs, as referred to in subdivision (a), increased or decreased, as the case may be, by any of the amounts referred in subdivision (b), (c), or (d): \$36,692.96.

SECTION 4. ASSESSMENT OF ESTIMATED COSTS OF IMPROVEMENTS

This assessment applies to the 2015-2016 fiscal year.

- (a) The net amount, determined in accordance with Section 3, above, to be assessed upon assessable lands within the District is \$36,692.96.
- (b) A description of each assessable lot or parcel for land within the District is contained in the diagram referred to in Section 2 hereof.
- (c) The net amount stated in subdivision (a) of this Section 4 is apportioned among such lots or parcels in proportion to the estimated special benefit to be received by each lot or parcel from the improvements by the following formula or method: Dividing such net amount by the number of assessable lots or parcels within the District. Thus, the net amount of \$36,692.96 is divided by 212 lots for an assessment of \$173.08 per lot or parcel.

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD OF INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2015-2016 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 14 (CALIFORNIA COVE) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, the Oxnard City Council desires that the expenses of maintaining landscaping in Landscape Maintenance District No. 14 formed within the City on June 5, 1990, by Resolution No. 9972 be assessed upon land within such District that will receive special benefit therefrom; and

WHEREAS, the City Engineer has filed with the City Clerk a report concerning the cost of maintaining the landscaping in such District for the 2015-2016 fiscal year and the amount of the special benefit received therefrom by each parcel within such District; and

WHEREAS, assessments existed in such District throughout FY 2014-2015, and such assessments are not proposed to increase for FY 2015-2016; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, such District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

1. The City Council approves the Engineer's Report.
2. The City Council declares its intention to levy and collect assessments within Landscape Maintenance District No. 14 for fiscal year 2015-2016 pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code, Division 15, Part 2, Section 22500 et seq.).
3. The landscaping to be maintained is all public landscaping installed by the developers of Tract No. 4492 located within the assessment district known as Landscape Maintenance District No. 14, which is located at Vineyard Avenue, north of Vineyard Avenue in the City.

4. A full and detailed description of the landscaping improvements, the boundaries of Landscape Maintenance District No. 14 and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District is contained in the report of the Engineer on file with the City Clerk.
5. Notice is hereby given that on June 23, 2015, at 6:30 p.m. in City Council Chambers, at 305 West Third Street, Oxnard, California, the City Council will hold a hearing on the levy of the proposed assessment, at which time all interested persons shall be afforded an opportunity to hear and be heard. Any interested person may, prior to the conclusion of the hearing, file a written protest with the City Clerk or, having previously filed a protest, file a written withdrawal of the protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by that person.
6. At least 10 days prior to the date of the hearing, the City Clerk shall give notice of the hearing by causing this resolution to be published once in a newspaper of general circulation within the City.
7. The FY 2015-2016 assessment in Landscape Maintenance District No. 14 is not proposed to increase.

PASSED AND ADOPTED THIS _____ day of _____, 2015, by the following vote:

AYES:

NOES:

ABSENT:

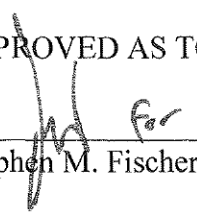
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

CITY OF OXNARD

**OXNARD LANDSCAPE MAINTENANCE
DISTRICT NO. 15
ENGINEER'S REPORT
ON ASSESSMENTS
FOR
FISCAL YEAR 2015-2016**

DEPARTMENT OF GENERAL SERVICES
May 2015

SECTION 1. MAINTENANCE TO BE PROVIDED

Landscaping consists of trees, shrubs, and ground cover within the district, as shown on the diagram referred to in Section 2 hereof. The maintenance to be provided will include ordinary and necessary:

- (a) Repair, removal or replacement of all or any part of the landscaping.
- (b) Provision for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury.
- (c) Removal of trimmings, rubbish, debris and other solid waste.

SECTION 2. PLANS AND SPECIFICATIONS AND DIAGRAM

A diagram for the District, showing the following matters, is attached hereto and incorporated herein by reference.

- (a) Existing and proposed landscaping improvements within the District.
- (b) The exterior boundaries of the District.
- (c) The boundaries of any zones within the District.
- (d) The lines and dimensions of each lot or parcel of land within the District.
- (e) Identification of each lot or parcel of land within the District by a distinctive number or letter.

SECTION 3. ESTIMATE OF COSTS OF IMPROVEMENTS

The estimate of the costs of maintaining the landscaping improvements in the District for the 2015-2016 fiscal year includes:

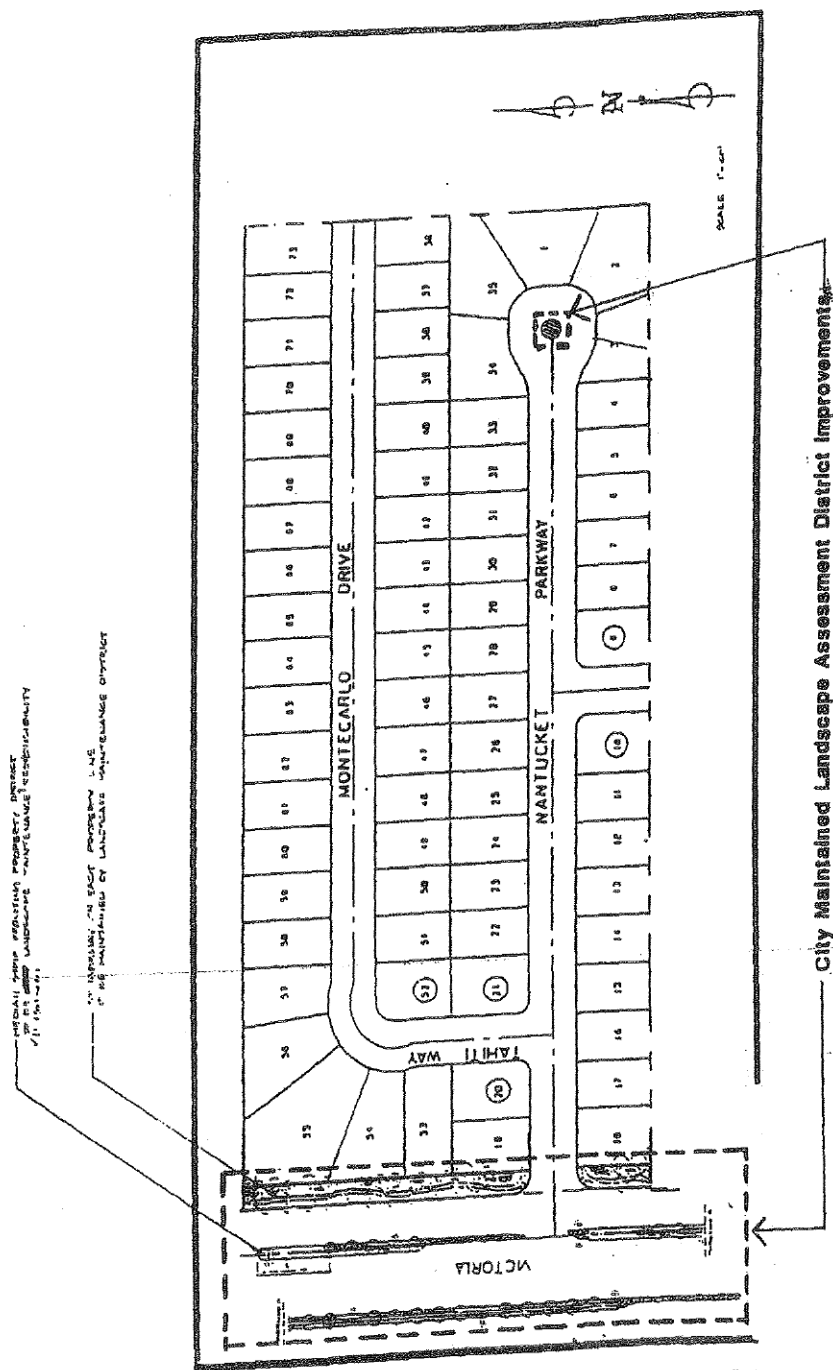
- (a) Total costs for improvements to be made in FY 2015-2016, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses: \$ 9,300.20.
- (b) Amount of surplus in the improvement fund to be carried over from a previous fiscal year: \$0.00.
- (c) Amount of any contributions to be made from sources other than assessments levied pursuant to Part 2 of Division 15 of the Streets and Highways Code: \$0.00.
- (d) Amount, if any, of the annual installment for FY 2015-2016 where the City Council has ordered an assessment for the estimated cost of any improvements to be levied and collected in annual installments: \$0.00.

- (e) Net amount to be assessed upon assessable lands within the District, being the total improvement costs, as referred to in subdivision (a), increased or decreased, as the case may be, by any of the amounts referred in subdivision (b), (c), or (d): \$9,300.20.

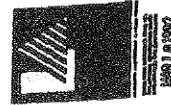
SECTION 4. ASSESSMENT OF ESTIMATED COSTS OF IMPROVEMENTS

This assessment applies to the 2015-2016 fiscal year.

- (a) The net amount, determined in accordance with Section 3, above, to be assessed upon assessable lands within the District is \$9,300.20.
- (b) A description of each assessable lot or parcel for land within the District is contained in the diagram referred to in Section 2 hereof.
- (c) The net amount stated in subdivision (a) of this Section 4 is apportioned among such lots or parcels in proportion to the estimated special benefit to be received by each lot or parcel from the improvements by the following formula or method: Dividing such net amount by the number of assessable lots or parcels within the District. Thus, the net amount of \$9,300.20 is divided by 73 lots for an assessment of \$127.40 per lot or parcel.



APR. 1942



City Maintained Landscape Assessment District Improvement Study

PELICAN PONTE
GENERAL, CALIFORNIA

ARMSTRONG, RAYMOND
RAZNICK AND SONS INC.
 2222 OAKDALE AVENUE SUITE 200
 WOODLAND HILLS, CALIFORNIA

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD OF INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2015-2016 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 15 (PELICAN POINTE) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, the Oxnard City Council desires that the expenses of maintaining landscaping in Landscape Maintenance District No. 15 formed within the City on June 21, 1994, by Resolution No. 10,752 be assessed upon land within such District that will receive special benefit therefrom; and

WHEREAS, the City Engineer has filed with the City Clerk a report concerning the cost of maintaining the landscaping in such District for the 2015-2016 fiscal year and the amount of the special benefit received therefrom by each parcel within such District; and

WHEREAS, assessments existed in such District throughout FY 2014-2015, and such assessments are not proposed to increase for FY 2015-2016; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, such District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

1. The City Council approves the Engineer's Report.
2. The City Council declares its intention to levy and collect assessments within Landscape Maintenance District No. 15 for fiscal year 2015-2016 pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code, Division 15, Part 2, Section 22500 et seq.).
3. The landscaping to be maintained is all public landscaping installed by the developers of Tract No. 4443 located within the assessment district known as Landscape Maintenance District No. 15, which is located east of Victoria Avenue and south of Fifth Street in the City.

4. A full and detailed description of the landscaping improvements, the boundaries of Landscape Maintenance District No. 15 and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District is contained in the report of the Engineer on file with the City Clerk.
5. Notice is hereby given that on June 23, 2015, at 6:30 p.m. in City Council Chambers, at 305 West Third Street, Oxnard, California, the City Council will hold a hearing on the levy of the proposed assessment, at which time all interested persons shall be afforded an opportunity to hear and be heard. Any interested person may, prior to the conclusion of the hearing, file a written protest with the City Clerk or, having previously filed a protest, file a written withdrawal of the protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by that person.
6. At least 10 days prior to the date of the hearing, the City Clerk shall give notice of the hearing by causing this resolution to be published once in a newspaper of general circulation within the City.
7. The FY 2015-2016 assessment in Landscape Maintenance District No. 15 is not proposed to increase.

PASSED AND ADOPTED THIS _____ day of _____, 2015, by the following vote:

AYES:

NOES:

ABSENT:

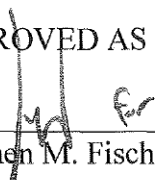
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

CITY OF OXNARD

**OXNARD LANDSCAPE MAINTENANCE
DISTRICT NO. 16
ENGINEER'S REPORT
ON ASSESSMENTS
FOR
FISCAL YEAR 2015-2016**

DEPARTMENT OF GENERAL SERVICES
May 2015

SECTION 1. MAINTENANCE TO BE PROVIDED

Landscaping consists of trees, shrubs, and ground cover within the district, as shown on the diagram referred to in Section 2 hereof. The maintenance to be provided will include ordinary and necessary:

- (a) Repair, removal or replacement of all or any part of the landscaping.
- (b) Provision for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury.
- (c) Removal of trimmings, rubbish, debris and other solid waste.

SECTION 2. PLANS AND SPECIFICATIONS AND DIAGRAM

A diagram for the District, showing the following matters, is attached hereto and incorporated herein by reference.

- (a) Existing and proposed landscaping improvements within the District.
- (b) The exterior boundaries of the District.
- (c) The boundaries of any zones within the District.
- (d) The lines and dimensions of each lot or parcel of land within the District.
- (e) Identification of each lot or parcel of land within the District by a distinctive number or letter.

SECTION 3. ESTIMATE OF COSTS OF IMPROVEMENTS

The estimate of the costs of maintaining the landscaping improvements in the District for the 2015-2016 fiscal year includes:

- (a) Total costs for improvements to be made in FY 2015-2016, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses: \$19,551.70.
- (b) Amount of surplus in the improvement fund to be carried over from a previous fiscal year: \$0.00.
- (c) Amount of any contributions to be made from sources other than assessments levied pursuant to Part 2 of Division 15 of the Streets and Highways Code: \$0.00.
- (d) Amount, if any, of the annual installment for FY 2015-2016 where the City Council has ordered an assessment for the estimated cost of any improvements to be levied and collected in annual installments: \$0.00.

- (e) Net amount to be assessed upon assessable lands within the District, being the total improvement costs, as referred to in subdivision (a), increased or decreased, as the case may be, by any of the amounts referred in subdivision (b), (c), or (d): \$19,551.70.

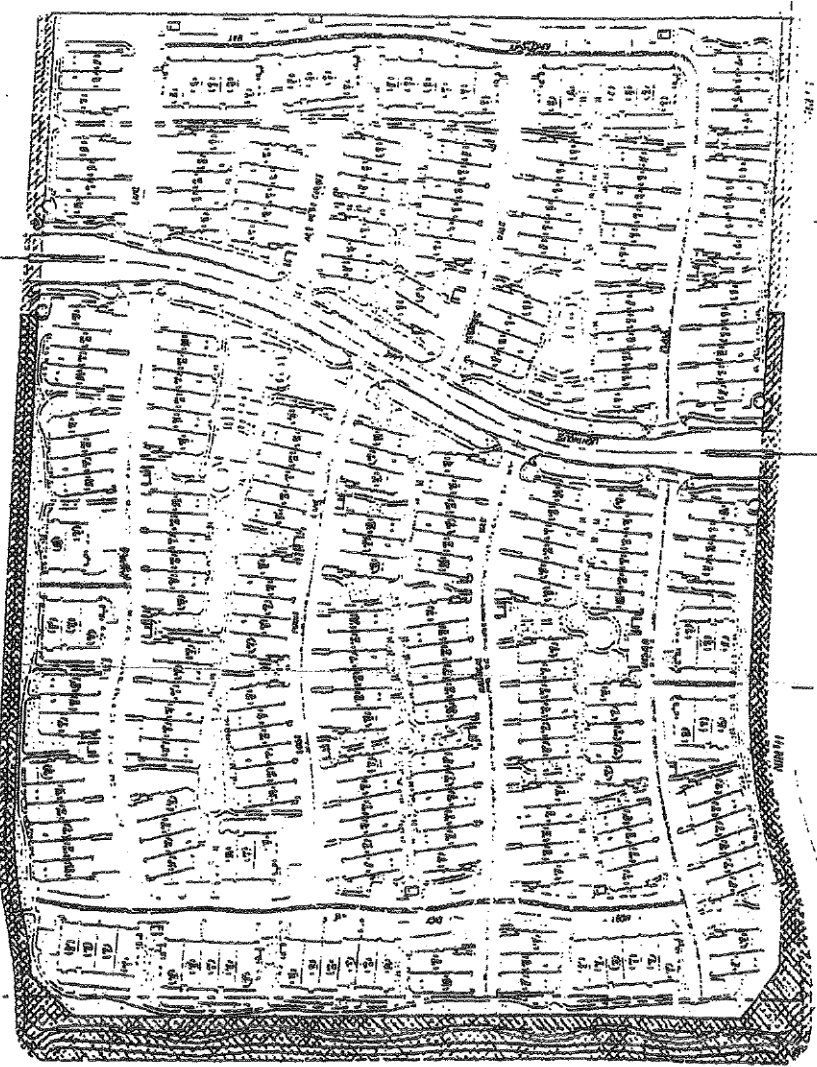
SECTION 4. ASSESSMENT OF ESTIMATED COSTS OF IMPROVEMENTS

This assessment applies to the 2015-2016 fiscal year.

- (a) The net amount, determined in accordance with Section 3, above, to be assessed upon assessable lands within the District is \$19,551.70.
- (b) A description of each assessable lot or parcel for land within the District is contained in the diagram referred to in Section 2 hereof.
- (c) The net amount stated in subdivision (a) of this Section 4 is apportioned among such lots or parcels in proportion to the estimated special benefit to be received by each lot or parcel from the improvements by the following formula or method: Dividing such net amount by the number of assessable lots or parcels within the District. Thus, the net amount of \$19,551.70 is divided by 265 lots for an assessment of \$73.78 per lot or parcel.

22' WALK

SUNSET



NOV

Attachment 23
Page 4 of 4



NO SCALE

LANDSCAPE MAINTENANCE DISTRICT MASTER PLAN
CALIFORNIA LIGHTHOUSE
OXFORD, CALIFORNIA
KAUFMAN, BROAD INC.

LEGEND



1992-93 City Maintained Landscape Assessment District Improvements
Future City Maintained Landscape Assessment District Improvements

#16

CALIFORNIA LIGHTHOUSE - LANDSCAPE MAINTENANCE DISTRICT #16

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD OF INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2015-2016 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 16 (CALIFORNIA LIGHTHOUSE) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, the Oxnard City Council desires that the expenses of maintaining landscaping in Landscape Maintenance District No. 16 formed within the City on July 9, 1991, by Resolution No. 10,206 be assessed upon land within such District that will receive special benefit therefrom; and

WHEREAS, the City Engineer has filed with the City Clerk a report concerning the cost of maintaining the landscaping in such District for the 2015-2016 fiscal year and the amount of the special benefit received therefrom by each parcel within such District; and

WHEREAS, assessments existed in such District throughout FY 2014-2015, and such assessments are not proposed to increase for FY 2015-2016; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, such District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

1. The City Council approves the Engineer's Report.
2. The City Council declares its intention to levy and collect assessments within Landscape Maintenance District No. 16 for fiscal year 2015-2016 pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code, Division 15, Part 2, Section 22500 et seq.).
3. The landscaping to be maintained is all public landscaping installed by the developers of Tract No. 4810 located within the assessment district known as Landscape Maintenance District No. 16, which is located east of Ventura Road, between Seventh and Ninth Street in the City.

4. A full and detailed description of the landscaping improvements, the boundaries of Landscape Maintenance District No. 16 and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District is contained in the report of the Engineer on file with the City Clerk.
5. Notice is hereby given that on June 23, 2015, at 6:30 p.m. in City Council Chambers, at 305 West Third Street, Oxnard, California, the City Council will hold a hearing on the levy of the proposed assessment, at which time all interested persons shall be afforded an opportunity to hear and be heard. Any interested person may, prior to the conclusion of the hearing, file a written protest with the City Clerk or, having previously filed a protest, file a written withdrawal of the protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by that person.
6. At least 10 days prior to the date of the hearing, the City Clerk shall give notice of the hearing by causing this resolution to be published once in a newspaper of general circulation within the City.
7. The FY 2015-2016 assessment in Landscape Maintenance District No. 16 is not proposed to increase.

PASSED AND ADOPTED THIS _____ day of _____, 2015, by the following vote:

AYES:

NOES:

ABSENT:

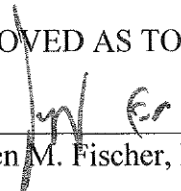
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

CITY OF OXNARD

**OXNARD LANDSCAPE MAINTENANCE
DISTRICT NO. 17
ENGINEER'S REPORT
ON ASSESSMENTS
FOR
FISCAL YEAR 2015-2016**

DEPARTMENT OF GENERAL SERVICES
May 2015

1. MAINTENANCE TO BE PROVIDED

Landscaping consists of trees, shrubs, and ground cover within the district, as shown on the diagram referred to in Section 2 hereof. The maintenance to be provided will include ordinary and necessary:

- (a) Repair, removal or replacement of all or any part of the landscaping.
- (b) Provision for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury.
- (c) Removal of trimmings, rubbish, debris and other solid waste.

SECTION 2. PLANS AND SPECIFICATIONS AND DIAGRAM

A diagram for the District, showing the following matters, is attached hereto and incorporated herein by reference.

- (a) Existing and proposed landscaping improvements within the District.
- (b) The exterior boundaries of the District.
- (c) The boundaries of any zones within the District.
- (d) The lines and dimensions of each lot or parcel of land within the District.
- (e) Identification of each lot or parcel of land within the District by a distinctive number or letter.

SECTION 3. ESTIMATE OF COSTS OF IMPROVEMENTS

The estimate of the costs of maintaining the landscaping improvements in the District for the 2015-2016 fiscal year includes:

- (a) Total costs for improvements to be made in FY 2015-2016, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses: \$9,121.20.
- (b) Amount of surplus in the improvement fund to be carried over from a previous fiscal year: \$0.00.
- (c) Amount of any contributions to be made from sources other than assessments levied pursuant to Part 2 of Division 15 of the Streets and Highways Code: \$0.00.
- (d) Amount, if any, of the annual installment for FY 2015-2016 where the City Council has ordered an assessment for the estimated cost of any improvements to be levied and collected in annual installments: \$0.00.

- (e) Net amount to be assessed upon assessable lands within the District, being the total improvement costs, as referred to in subdivision (a), increased or decreased, as the case may be, by any of the amounts referred in subdivision (b), (c), or (d): \$9,121.20.

SECTION 4. ASSESSMENT OF ESTIMATED COSTS OF IMPROVEMENTS

This assessment applies to the 2015-2016 fiscal year.

- (a) The net amount, determined in accordance with Section 3, above, to be assessed upon assessable lands within the District is \$9,121.20.
- (b) A description of each assessable lot or parcel for land within the District is contained in the diagram referred to in Section 2 hereof.
- (c) The net amount stated in subdivision (a) of this Section 4 is apportioned among such lots or parcels in proportion to the estimated special benefit to be received by each lot or parcel from the improvements by the following formula or method: Dividing such net amount by the number of assessable lots or parcels within the District. Thus, the net amount of \$9,121.20 is divided by 110 lots for an assessment of \$82.92 per lot or parcel.

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD OF INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2015-2016 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 17 (VILLAGE OF SAN MIGUEL) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, the Oxnard City Council desires that the expenses of maintaining landscaping in Landscape Maintenance District No. 17 formed within the City on July 21, 1992, by Resolution No. 10,421 be assessed upon land within such District that will receive special benefit therefrom; and

WHEREAS, the City Engineer has filed with the City Clerk a report concerning the cost of maintaining the landscaping in such District for the 2015-2016 fiscal year and the amount of the special benefit received therefrom by each parcel within such District; and

WHEREAS, assessments existed in such District throughout FY 2014-2015, and such assessments are not proposed to increase for FY 2015-2016; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, such District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

1. The City Council approves the Engineer's Report.
2. The City Council declares its intention to levy and collect assessments within Landscape Maintenance District No. 17 for fiscal year 2015-2016 pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code, Division 15, Part 2, Section 22500 et seq.).
3. The landscaping to be maintained is all public landscaping installed by the developers of Tract No. 4702 located within the assessment district known as Landscape Maintenance District No. 17, which is located north of Camino del Sol, west of Rose Avenue in the City.

4. A full and detailed description of the landscaping improvements, the boundaries of Landscape Maintenance District No. 17 and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District is contained in the report of the Engineer on file with the City Clerk.
5. Notice is hereby given that on June 23, 2015, at 6:30 p.m. in City Council Chambers, at 305 West Third Street, Oxnard, California, the City Council will hold a hearing on the levy of the proposed assessment, at which time all interested persons shall be afforded an opportunity to hear and be heard. Any interested person may, prior to the conclusion of the hearing, file a written protest with the City Clerk or, having previously filed a protest, file a written withdrawal of the protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by that person.
6. At least 10 days prior to the date of the hearing, the City Clerk shall give notice of the hearing by causing this resolution to be published once in a newspaper of general circulation within the City.
7. The FY 2015-2016 assessment in Landscape Maintenance District No. 17 is not proposed to increase.

PASSED AND ADOPTED THIS _____ day of _____, 2015, by the following vote:

AYES:

NOES:

ABSENT:

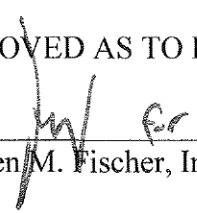
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

CITY OF OXNARD

**OXNARD LANDSCAPE MAINTENANCE
DISTRICT NO. 18
ENGINEER'S REPORT
ON ASSESSMENTS
FOR
FISCAL YEAR 2015-2016**

**DEPARTMENT OF GENERAL SERVICES
May 2015**

SECTION 1. MAINTENANCE TO BE PROVIDED

Landscaping consists of trees, shrubs, and ground cover within the district, as shown on the diagram referred to in Section 2 hereof. The maintenance to be provided will include ordinary and necessary:

- (a) Repair, removal or replacement of all or any part of the landscaping.
- (b) Provision for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury.
- (c) Removal of trimmings, rubbish, debris and other solid waste.

SECTION 2. PLANS AND SPECIFICATIONS AND DIAGRAM

A diagram for the District, showing the following matters, is attached hereto and incorporated herein by reference.

- (a) Existing and proposed landscaping improvements within the District.
- (b) The exterior boundaries of the District.
- (c) The boundaries of any zones within the District.
- (d) The lines and dimensions of each lot or parcel of land within the District.
- (e) Identification of each lot or parcel of land within the District by a distinctive number or letter.

SECTION 3. ESTIMATE OF COSTS OF IMPROVEMENTS

The estimate of the costs of maintaining the landscaping improvements in the District for the 2015-2016 fiscal year includes:

- (a) Total costs for improvements to be made in FY 2015-2016, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses: \$5,860.92.
- (b) Amount of surplus in the improvement fund to be carried over from a previous fiscal year: \$0.00.
- (c) Amount of any contributions to be made from sources other than assessments levied pursuant to Part 2 of Division 15 of the Streets and Highways Code: \$0.00.
- (d) Amount, if any, of the annual installment for FY 2015-2016 where the City Council has ordered an assessment for the estimated cost of any improvements to be levied and collected in annual installments: \$0.00.

(e) Net amount to be assessed upon assessable lands within the District, being the total improvement costs, as referred to in subdivision (a), increased or decreased, as the case may be, by any of the amounts referred in subdivision (b), (c), or (d): \$5,860.92.

SECTION 4. ASSESSMENT OF ESTIMATED COSTS OF IMPROVEMENTS

This assessment applies to the 2015-2016 fiscal year.

- (a) The net amount, determined in accordance with Section 3, above, to be assessed upon assessable lands within the District is \$5,860.92.
- (b) A description of each assessable lot or parcel for land within the District is contained in the diagram referred to in Section 2 hereof.
- (c) The net amount stated in subdivision (a) of this Section 4 is apportioned among such lots or parcels in proportion to the estimated special benefit to be received by each lot or parcel from the improvements by the following formula or method: Dividing such net amount by the number of assessable lots or parcels within the District. Thus, the net amount of \$5,860.92 is divided by 6 lots for an assessment of \$976.82 per lot or parcel.

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD OF INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2015-2016 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 18 (ST. JOHN'S REGIONAL MEDICAL CENTER) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, the Oxnard City Council desires that the expenses of maintaining landscaping in Landscape Maintenance District No. 18 formed within the City on June 21, 1994, by Resolution No. 10,753 be assessed upon land within such District that will receive special benefit therefrom; and

WHEREAS, the City Engineer has filed with the City Clerk a report concerning the cost of maintaining the landscaping in such District for the 2015-2016 fiscal year and the amount of the special benefit received therefrom by each parcel within such District; and

WHEREAS, assessments existed in such District throughout FY 2014-2015, and such assessments are not proposed to increase for FY 2015-2016; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, such District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

1. The City Council approves the Engineer's Report.
2. The City Council declares its intention to levy and collect assessments within Landscape Maintenance District No. 18 for fiscal year 2015-2016 pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code, Division 15, Part 2, Section 22500 et seq.).
3. The landscaping to be maintained is all public landscaping installed by the developers of Parcel Map Nos. 213-0-031-355, 213-0-031-375, 213-0-031-385, 213-0-031-405, 213-0-031-415 and 213-0-031-425 located within the assessment district known as Landscape Maintenance District No. 18, which is located south of Gonzales Road and east of Rose Avenue in the City.

4. A full and detailed description of the landscaping improvements, the boundaries of Landscape Maintenance District No. 18 and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District is contained in the report of the Engineer on file with the City Clerk.
5. Notice is hereby given that on June 23, 2015, at 6:30 p.m. in City Council Chambers, at 305 West Third Street, Oxnard, California, the City Council will hold a hearing on the levy of the proposed assessment, at which time all interested persons shall be afforded an opportunity to hear and be heard. Any interested person may, prior to the conclusion of the hearing, file a written protest with the City Clerk or, having previously filed a protest, file a written withdrawal of the protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by that person.
6. At least 10 days prior to the date of the hearing, the City Clerk shall give notice of the hearing by causing this resolution to be published once in a newspaper of general circulation within the City.
7. The FY 2015-2016 assessment in Landscape Maintenance District No. 18 is not proposed to increase.

PASSED AND ADOPTED THIS _____ day of _____, 2015, the following vote:

AYES:

NOES:

ABSENT:

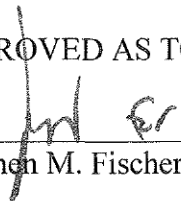
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

CITY OF OXNARD

**OXNARD LANDSCAPE MAINTENANCE
DISTRICT NO. 19
ENGINEER'S REPORT
ON ASSESSMENTS
FOR
FISCAL YEAR 2015-2016**

**DEPARTMENT OF GENERAL SERVICES
May 2015**

SECTION 1. MAINTENANCE TO BE PROVIDED

Landscaping consists of trees, shrubs, and ground cover within the district, as shown on the diagram referred to in Section 2 hereof. The maintenance to be provided will include ordinary and necessary:

- (a) Repair, removal or replacement of all or any part of the landscaping.
- (b) Provision for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury.
- (c) Removal of trimmings, rubbish, debris and other solid waste.

SECTION 2. PLANS AND SPECIFICATIONS AND DIAGRAM

A diagram for the District, showing the following matters, is attached hereto and incorporated herein by reference.

- (a) Existing and proposed landscaping improvements within the District.
- (b) The exterior boundaries of the District.
- (c) The boundaries of any zones within the District.
- (d) The lines and dimensions of each lot or parcel of land within the District.
- (e) Identification of each lot or parcel of land within the District by a distinctive number or letter.

SECTION 3. ESTIMATE OF COSTS OF IMPROVEMENTS

The estimate of the costs of maintaining the landscaping improvements in the District for the 2015-2016 fiscal year includes:

- (a) Total costs for improvements to be made in FY 2015-2016, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses: \$1,000.00.
- (b) Amount of surplus in the improvement fund to be carried over from a previous fiscal year: \$0.00.
- (c) Amount of any contributions to be made from sources other than assessments levied pursuant to Part 2 of Division 15 of the Streets and Highways Code: \$0.00.
- (d) Amount, if any, of the annual installment for FY 2015-2016 where the City Council has ordered an assessment for the estimated cost of any improvements to be levied and collected in annual installments: \$0.00.

- (e) Net amount to be assessed upon assessable lands within the District, being the total improvement costs, as referred to in subdivision (a), increased or decreased, as the case may be, by any of the amounts referred in subdivision (b), (c), or (d): \$1,000.00.

SECTION 4. ASSESSMENT OF ESTIMATED COSTS OF IMPROVEMENTS

This assessment applies to the 2015-2016 fiscal year.

- (a) The net amount, determined in accordance with Section 3, above, to be assessed upon assessable lands within the District is \$1,000.00.
- (b) A description of each assessable lot or parcel for land within the District is contained in the diagram referred to in Section 2 hereof.
- (c) The net amount stated in subdivision (a) of this Section 4 is apportioned among such lots or parcels in proportion to the estimated special benefit to be received by each lot or parcel from the improvements by the following formula or method: Dividing such net amount by the number of assessable lots or parcels within the District. Thus, the net amount of \$1,000.00 is divided by 21 lots for an assessment per lot or parcel, as shown on the attached schedule.

OXNARD DISTRICT #19
SHOPPING AT THE ROSE

<u>PARCEL NO.</u>	<u>AMOUNT</u>	<u>DISTRICT</u>	<u>ZONE</u>
142-0-211-015	138.00	12	89
142-0-211-055	138.00	12	89
142-0-211-065	138.00	12	89
142-0-211-075	9.00	12	89
142-0-211-085	9.00	12	89
142-0-211-105	138.00	12	89
142-0-211-115	9.00	12	89
142-0-211-125	76.00	12	89
142-0-211-135	9.00	12	89
142-0-211-145	117.00	12	89
142-0-211-155	9.00	12	89
142-0-211-165	9.00	12	89
142-0-211-175	9.00	12	89
142-0-211-185	9.00	12	89
142-0-211-195	9.00	12	89
142-0-211-205	9.00	12	89
142-0-211-215	138.00	12	89
142-0-211-225	9.00	12	89
142-0-211-245	9.00	12	89
142-0-211-265	4.50	12	95
142-0-211-275	4.50	12	95

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD OF INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2015-2016 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 19 (SHOPPING AT THE ROSE) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, the Oxnard City Council desires that the expenses of maintaining landscaping in Landscape Maintenance District No. 19 formed within the City on June 21, 1994, by Resolution No. 10,754 be assessed upon land within such District that will receive special benefit therefrom; and

WHEREAS, the City Engineer has filed with the City Clerk a report concerning the cost of maintaining the landscaping in such District for the 2015-2016 fiscal year and the amount of the special benefit received therefrom by each parcel within such District; and

WHEREAS, assessments existed in such District throughout FY 2014-2015, and such assessments are not proposed to increase for FY 2015-2016; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, such District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

1. The City Council approves the Engineer's Report.
2. The City Council declares its intention to levy and collect assessments within Landscape Maintenance District No. 19 for fiscal year 2015-2016 pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code, Division 15, Part 2, Section 22500 et seq.).
3. The landscaping to be maintained is all public landscaping installed by the developers of Tract No. 4827 located within the assessment district known as Landscape Maintenance District No. 19, which is located north of Gonzales Road and west of Rose Avenue in the City.

4. A full and detailed description of the landscaping improvements, the boundaries of Landscape Maintenance District No. 19 and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District is contained in the report of the Engineer on file with the City Clerk.
5. Notice is hereby given that on June 23, 2015, at 6:30 p.m. in City Council Chambers, at 305 West Third Street, Oxnard, California, the City Council will hold a hearing on the levy of the proposed assessment, at which time all interested persons shall be afforded an opportunity to hear and be heard. Any interested person may, prior to the conclusion of the hearing, file a written protest with the City Clerk or, having previously filed a protest, file a written withdrawal of the protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by that person.
6. At least 10 days prior to the date of the hearing, the City Clerk shall give notice of the hearing by causing this resolution to be published once in a newspaper of general circulation within the City.
7. The FY 2015-2016 assessment in Landscape Maintenance District No. 19 is not proposed to increase.

PASSED AND ADOPTED THIS _____ day of _____ 2015, by the following vote:

AYES:

NOES:

ABSENT:

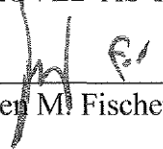
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

CITY OF OXNARD

**OXNARD LANDSCAPE MAINTENANCE
DISTRICT NO. 20
ENGINEER'S REPORT
ON ASSESSMENTS
FOR
FISCAL YEAR 2015-2016**

DEPARTMENT OF GENERAL SERVICES
May 2015

SECTION 1. MAINTENANCE TO BE PROVIDED

Landscaping consists of trees, shrubs, and ground cover within the district, as shown on the diagram referred to in Section 2 hereof. The maintenance to be provided will include ordinary and necessary:

- (a) Repair, removal or replacement of all or any part of the landscaping.
- (b) Provision for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury.
- (c) Removal of trimmings, rubbish, debris and other solid waste.

SECTION 2. PLANS AND SPECIFICATIONS AND DIAGRAM

A diagram for the District, showing the following matters, is attached hereto and incorporated herein by reference.

- (a) Existing and proposed landscaping improvements within the District.
- (b) The exterior boundaries of the District.
- (c) The boundaries of any zones within the District.
- (d) The lines and dimensions of each lot or parcel of land within the District.
- (e) Identification of each lot or parcel of land within the District by a distinctive number or letter.

SECTION 3. ESTIMATE OF COSTS OF IMPROVEMENTS

The estimate of the costs of maintaining the landscaping improvements in the District for the 2015-2016 fiscal year includes:

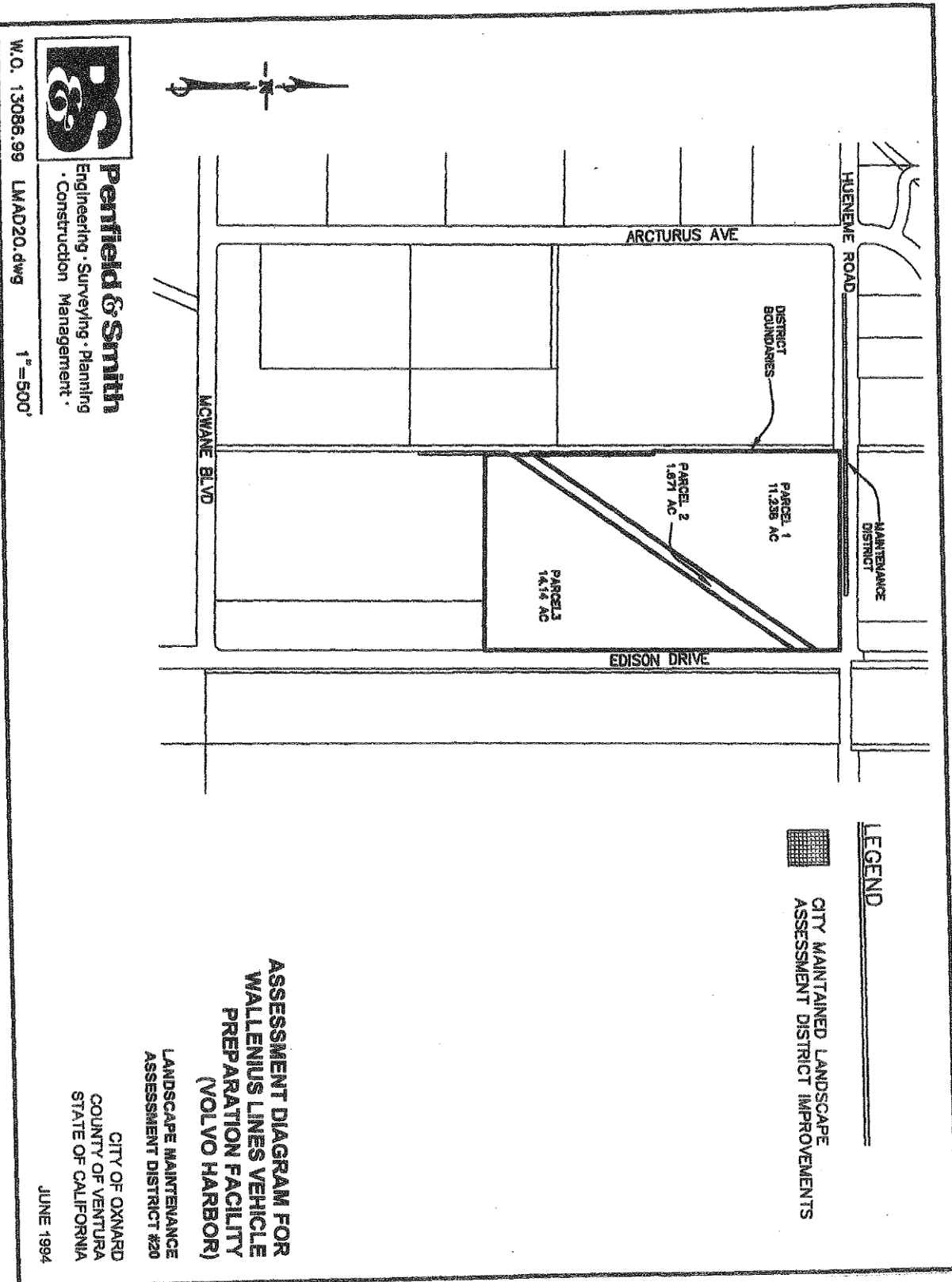
- (a) Total costs for improvements to be made in FY 2015-2016, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses: \$2,415.00.
- (b) Amount of surplus in the improvement fund to be carried over from a previous fiscal year: \$0.00.
- (c) Amount of any contributions to be made from sources other than assessments levied pursuant to Part 2 of Division 15 of the Streets and Highways Code: \$0.00.
- (d) Amount, if any, of the annual installment for FY 2015-2016 where the City Council has ordered an assessment for the estimated cost of any improvements to be levied and collected in annual installments: \$0.00.

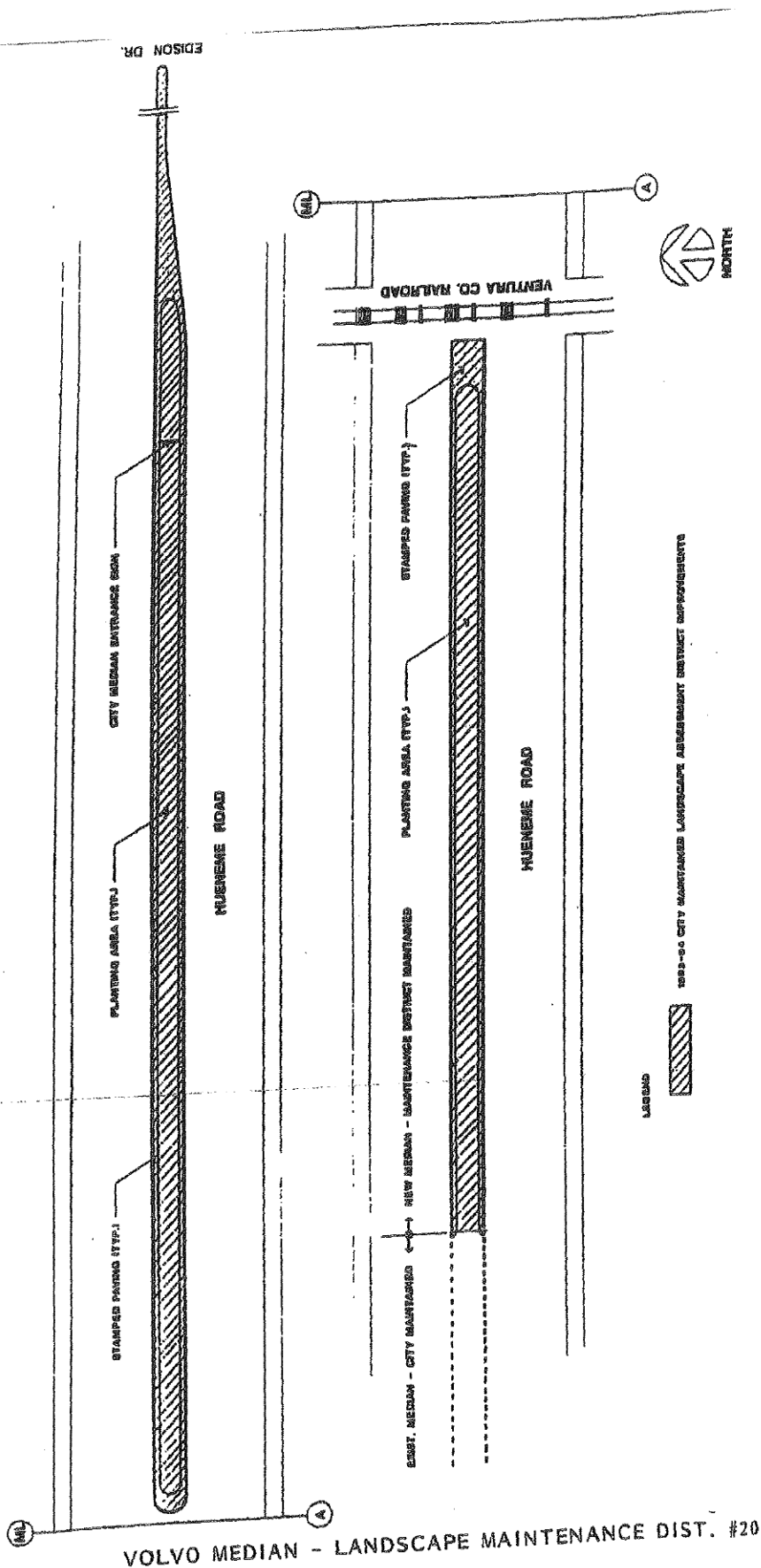
- (e) Net amount to be assessed upon assessable lands within the District, being the total improvement costs, as referred to in subdivision (a), increased or decreased, as the case may be, by any of the amounts referred in subdivision (b), (c), or (d): \$2,415.00.

SECTION 4. ASSESSMENT OF ESTIMATED COSTS OF IMPROVEMENTS

This assessment applies to the 2015-2016 fiscal year.

- (a) The net amount, determined in accordance with Section 3, above, to be assessed upon assessable lands within the District is \$2,415.00.
- (b) A description of each assessable lot or parcel for land within the District is contained in the diagram referred to in Section 2 hereof.
- (c) The net amount stated in subdivision (a) of this Section 4 is apportioned among such lots or parcels in proportion to the estimated special benefit to be received by each lot or parcel from the improvements by the following formula or method: Dividing such net amount by the number of assessable lots or parcels within the District. Thus, the net amount of \$2,415.00 is divided by 3 lots for an assessment of \$805.00 per lot or parcel.





CITY OF OXNARD		TITLE	
PARKS DIVISION		WALLERUS LINES VEHICLE PREPARATION FACILITY - 5801 EDISON DR.	
305 N. TMSD ST. OXNARD, CALIFORNIA 93030		PROJECT	
		LANDSCAPE MAINTENANCE DISTRICT MASTER PLAN	
		DATE: 11/11/03	
		DRAWN BY: [blank]	
		CHECKED BY: [blank]	
		SCALE: 1" = 25'-0"	
		SHEET NO. [blank]	

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD OF INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2015-2016 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 20 (WALLENIOUS VEHICLE PREPARATION CENTER) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, the Oxnard City Council desires that the expenses of maintaining landscaping in Landscape Maintenance District No. 20 formed within the City on June 21, 1994, by Resolution No. 10,755 be assessed upon land within such District that will receive special benefit therefrom; and

WHEREAS, the City Engineer has filed with the City Clerk a report concerning the cost of maintaining the landscaping in such District for the 2015-2016 fiscal year and the amount of the special benefit received therefrom by each parcel within such District; and

WHEREAS, assessments existed in such District throughout FY 2014-2015, and such assessments are not proposed to increase for FY 2015-2016; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, such District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

1. The City Council approves the Engineer's Report.
2. The City Council declares its intention to levy and collect assessments within Landscape Maintenance District No. 20 for fiscal year 2015-2016 pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code, Division 15, Part 2, Section 22500 et seq.).
3. The landscaping to be maintained is all public landscaping installed by the developers of Parcel Map Nos. 231-0-020-200, 231-0-020-210 and 231-0-020-240 located within the assessment district known as Landscape Maintenance District No. 20, which is located at Hueneme Road between Edison Drive and the Ventura County Railroad tracks in the City.

4. A full and detailed description of the landscaping improvements, the boundaries of Landscape Maintenance District No. 20 and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District is contained in the report of the Engineer on file with the City Clerk.
5. Notice is hereby given that on June 23, 2015, at 6:30 p.m. in City Council Chambers, at 305 West Third Street, Oxnard, California, the City Council will hold a hearing on the levy of the proposed assessment, at which time all interested persons shall be afforded an opportunity to hear and be heard. Any interested person may, prior to the conclusion of the hearing, file a written protest with the City Clerk or, having previously filed a protest, file a written withdrawal of the protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by that person.
6. At least 10 days prior to the date of the hearing, the City Clerk shall give notice of the hearing by causing this resolution to be published once in a newspaper of general circulation within the City.
7. The FY 2015-2016 assessment in Landscape Maintenance District No. 20 is not proposed to increase.

PASSED AND ADOPTED THIS _____ day of _____, 2015, by the following vote:

AYES:

NOES:

ABSENT:

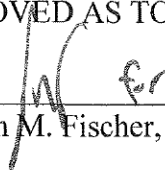
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

CITY OF OXNARD

**OXNARD LANDSCAPE MAINTENANCE
DISTRICT NO. 21
ENGINEER'S REPORT
ON ASSESSMENTS
FOR
FISCAL YEAR 2015-2016**

**DEPARTMENT OF GENERAL SERVICES
May 2015**

SECTION 1. MAINTENANCE TO BE PROVIDED

Landscaping consists of trees, shrubs, and ground cover within the district, as shown on the diagram referred to in Section 2 hereof. The maintenance to be provided will include ordinary and necessary:

- (a) Repair, removal or replacement of all or any part of the landscaping.
- (b) Provision for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury.
- (c) Removal of trimmings, rubbish, debris and other solid waste.

SECTION 2. PLANS AND SPECIFICATIONS AND DIAGRAM

A diagram for the District, showing the following matters, is attached hereto and incorporated herein by reference.

- (a) Existing and proposed landscaping improvements within the District.
- (b) The exterior boundaries of the District.
- (c) The boundaries of any zones within the District.
- (d) The lines and dimensions of each lot or parcel of land within the District.
- (e) Identification of each lot or parcel of land within the District by a distinctive number or letter.

SECTION 3. ESTIMATE OF COSTS OF IMPROVEMENTS

The estimate of the costs of maintaining the landscaping improvements in the District for the 2015-2016 fiscal year includes:

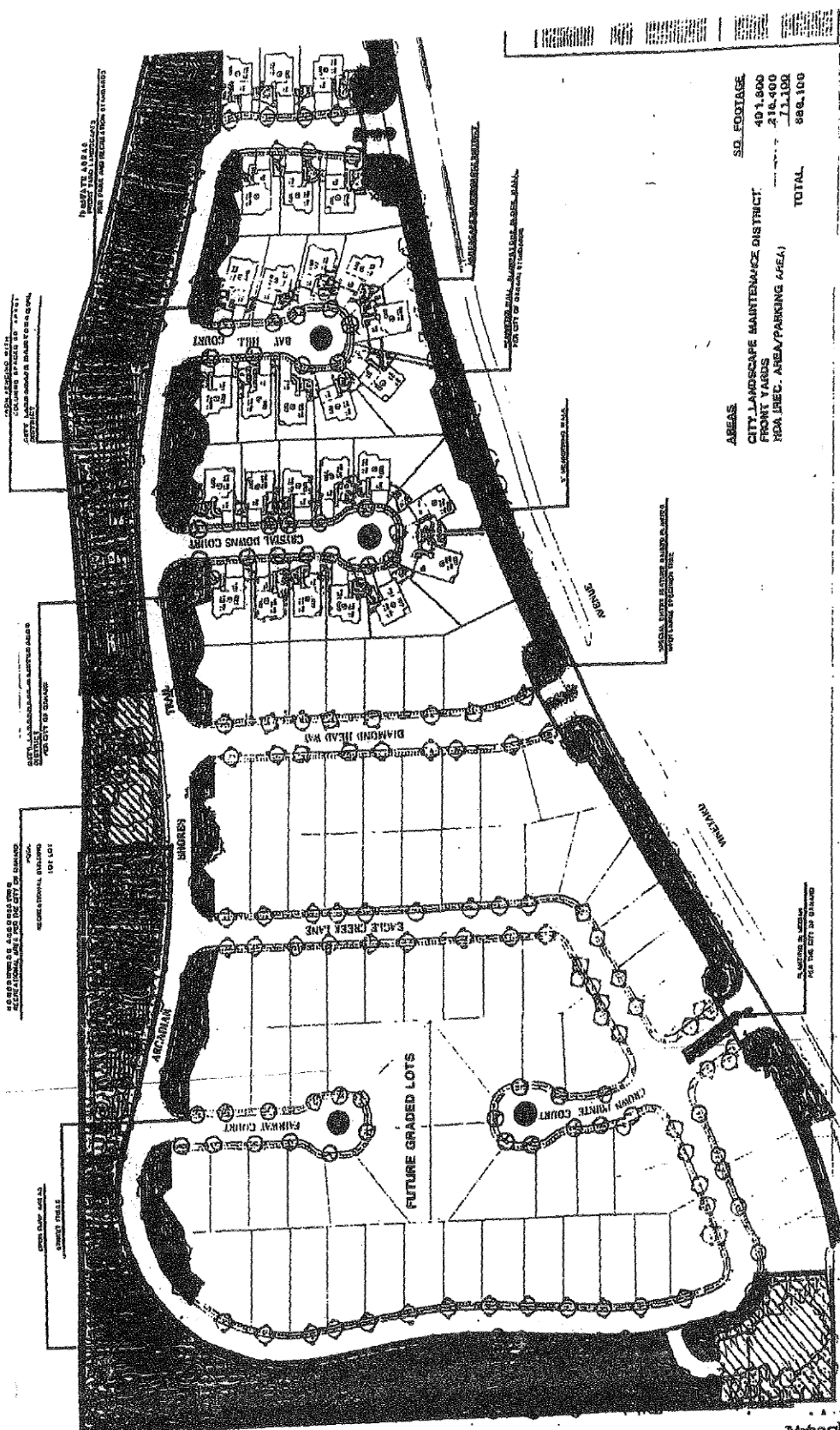
- (a) Total costs for improvements to be made in FY 2015-2016, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses: \$1,000.00.
- (b) Amount of surplus in the improvement fund to be carried over from a previous fiscal year: \$0.00.
- (c) Amount of any contributions to be made from sources other than assessments levied pursuant to Part 2 of Division 15 of the Streets and Highways Code: \$0.00.
- (d) Amount, if any, of the annual installment for FY 2015-2016 where the City Council has ordered an assessment for the estimated cost of any improvements to be levied and collected in annual installments: \$0.00

- (e) Net amount to be assessed upon assessable lands within the District, being the total improvement costs, as referred to in subdivision (a), increased or decreased, as the case may be, by any of the amounts referred in subdivision (b), (c), or (d): \$1,000.00.

SECTION 4. ASSESSMENT OF ESTIMATED COSTS OF IMPROVEMENTS

This assessment applies to the 2015-2016 fiscal year.

- (a) The net amount, determined in accordance with Section 3, above, to be assessed upon assessable lands within the District is \$1,000.00.
- (b) A description of each assessable lot or parcel for land within the District is contained in the diagram referred to in Section 2 hereof.
- (c) The net amount stated in subdivision (a) of this Section 4 is apportioned among such lots or parcels in proportion to the estimated special benefit to be received by each lot or parcel from the improvements by the following formula or method: Dividing such net amount by the number of assessable lots or parcels within the District. Thus, the net amount of \$1,000.00 is divided by 107 lots for an assessment of \$9.34 per lot or parcel.



CYPRESS POINTE - LANDSCAPE MAINTENANCE DISTRICT #21

Attachment 33
Page 4 of 4

THE GRUPE COMPANY
LOS ANGELES DIVISION
1039 TERRACE HILL CIRCLE

CYPRESS
at
RIVER RIDGE



CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD OF INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2015-2016 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 21 (CYPRESS POINTE) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, the Oxnard City Council desires that the expenses of maintaining landscaping in Landscape Maintenance District No. 21 formed within the City on June 21, 1994, by Resolution No. 10,756 be assessed upon land within such District that will receive special benefit therefrom; and

WHEREAS, the City Engineer has filed with the City Clerk a report concerning the cost of maintaining the landscaping in such District for the 2015-2016 fiscal year and the amount of the special benefit received therefrom by each parcel within such District; and

WHEREAS, assessments existed in such District throughout FY 2014-2015, and such assessments are not proposed to increase for FY 2015-2016; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, such District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

1. The City Council approves the Engineer's Report.
2. The City Council declares its intention to levy and collect assessments within Landscape Maintenance District No. 21 for fiscal year 2015-2016 pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code, Division 15, Part 2, Section 22500 et seq.).
3. The landscaping to be maintained is all public landscaping installed by the developers of Tract Nos. 3384-7, 8 located within the assessment district known as Landscape Maintenance District No. 21, which is located north of Vineyard Avenue at the end of Patterson Road in the City.

4. A full and detailed description of the landscaping improvements, the boundaries of Landscape Maintenance District No. 21 and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District is contained in the report of the Engineer on file with the City Clerk.
5. Notice is hereby given that on June 23, 2015, at 6:30 p.m. in City Council Chambers, at 305 West Third Street, Oxnard, California, the City Council will hold a hearing on the levy of the proposed assessment, at which time all interested persons shall be afforded an opportunity to hear and be heard. Any interested person may, prior to the conclusion of the hearing, file a written protest with the City Clerk or, having previously filed a protest, file a written withdrawal of the protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by that person.
6. At least 10 days prior to the date of the hearing, the City Clerk shall give notice of the hearing by causing this resolution to be published once in a newspaper of general circulation within the City.
7. The FY 2015-2016 assessment in Landscape Maintenance District No. 21 is not proposed to increase.

PASSED AND ADOPTED THIS _____ day of _____, 2015, by the following vote:

AYES:

NOES:

ABSENT:

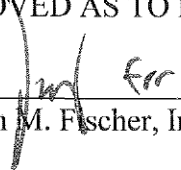
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

CITY OF OXNARD

**OXNARD LANDSCAPE MAINTENANCE
DISTRICT NO. 22
ENGINEER'S REPORT
ON ASSESSMENTS
FOR
FISCAL YEAR 2015-2016**

**DEPARTMENT OF GENERAL SERVICES
May 2015**

SECTION 1. MAINTENANCE TO BE PROVIDED

Landscaping consists of trees, shrubs, and ground cover within the district, as shown on the diagram referred to in Section 2 hereof. The maintenance to be provided will include ordinary and necessary:

- (a) Repair, removal or replacement of all or any part of the landscaping.
- (b) Provision for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury.
- (c) Removal of trimmings, rubbish, debris and other solid waste.

SECTION 2. PLANS AND SPECIFICATIONS AND DIAGRAM

A diagram for the District, showing the following matters, is attached hereto and incorporated herein by reference.

- (a) Existing and proposed landscaping improvements within the District.
- (b) The exterior boundaries of the District.
- (c) The boundaries of any zones within the District.
- (d) The lines and dimensions of each lot or parcel of land within the District.
- (e) Identification of each lot or parcel of land within the District by a distinctive number or letter.

SECTION 3. ESTIMATE OF COSTS OF IMPROVEMENTS

The estimate of the costs of maintaining the landscaping improvements in the District for the 2015-2016 fiscal year includes:

- (a) Total costs for improvements to be made in FY 2015-2016, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses: \$500.00.
- (b) Amount of surplus in the improvement fund to be carried over from a previous fiscal year: \$0.00.
- (c) Amount of any contributions to be made from sources other than assessments levied pursuant to Part 2 of Division 15 of the Streets and Highways Code: \$0.00.
- (d) Amount, if any, of the annual installment for FY 2015-2016 where the City Council has ordered an assessment for the estimated cost of any improvements to be levied and collected in annual installments: \$0.00.

- (e) Net amount to be assessed upon assessable lands within the District, being the total improvement costs, as referred to in subdivision (a), increased or decreased, as the case may be, by any of the amounts referred in subdivision (b), (c), or (d): \$500.00.

SECTION 4. ASSESSMENT OF ESTIMATED COSTS OF IMPROVEMENTS

This assessment applies to the 2015-2016 fiscal year.

- (a) The net amount, determined in accordance with Section 3, above, to be assessed upon assessable lands within the District is \$500.00.
- (b) A description of each assessable lot or parcel for land within the District is contained in the diagram referred to in Section 2 hereof.
- (c) The net amount stated in subdivision (a) of this Section 4 is apportioned among such lots or parcels in proportion to the estimated special benefit to be received by each lot or parcel from the improvements by the following formula or method: Dividing such net amount by the number of assessable lots or parcels within the District. Thus, the net amount of \$500.00 is divided by 4 lots for an assessment of \$125.00 per lot or parcel.

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD OF INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2015-2016 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 22 (MCDONALD'S MEDIAN) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, the Oxnard City Council desires that the expenses of maintaining landscaping in Landscape Maintenance District No. 22 formed within the City on June 18, 1996, by Resolution No. 11,070 be assessed upon land within such District that will receive special benefit therefrom; and

WHEREAS, the City Engineer has filed with the City Clerk a report concerning the cost of maintaining the landscaping in such District for the 2015-2016 fiscal year and the amount of the special benefit received therefrom by each parcel within such District; and

WHEREAS, assessments existed in such District throughout FY 2014-2015, and such assessments are not proposed to increase for FY 2015-2016; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, such District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

1. The City Council approves the Engineer's Report.
2. The City Council declares its intention to levy and collect assessments within Landscape Maintenance District No. 22 for fiscal year 2015-2016 pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code, Division 15, Part 2, Section 22500 et seq.).
3. The landscaping to be maintained is all public landscaping installed by the developers of Tract No. 4611 located within the assessment district known as Landscape Maintenance District No. 22, which is located at Ventura Road, north of Fifth Street in the City.

4. A full and detailed description of the landscaping improvements, the boundaries of Landscape Maintenance District No. 22 and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District is contained in the report of the Engineer on file with the City Clerk.
5. Notice is hereby given that on June 23, 2015, at 6:30 p.m. in City Council Chambers, at 305 West Third Street, Oxnard, California, the City Council will hold a hearing on the levy of the proposed assessment, at which time all interested persons shall be afforded an opportunity to hear and be heard. Any interested person may, prior to the conclusion of the hearing, file a written protest with the City Clerk or, having previously filed a protest, file a written withdrawal of the protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by that person.
6. At least 10 days prior to the date of the hearing, the City Clerk shall give notice of the hearing by causing this resolution to be published once in a newspaper of general circulation within the City.
7. The FY 2015-2016 assessment in Landscape Maintenance District No. 22 is not proposed to increase.

PASSED AND ADOPTED THIS _____ day of _____, 2015, by the following vote:

AYES:

NOES:

ABSENT:

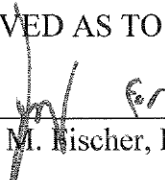
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

CITY OF OXNARD

**OXNARD LANDSCAPE MAINTENANCE
DISTRICT NO. 23
ENGINEER'S REPORT
ON ASSESSMENTS
FOR
FISCAL YEAR 2015-2016**

**DEPARTMENT OF GENERAL SERVICES
May 2015**

Attachment 37
Page 1 of 4

SECTION 1. MAINTENANCE TO BE PROVIDED

Landscaping consists of trees, shrubs, and ground cover within the district, as shown on the diagram referred to in Section 2 hereof. The maintenance to be provided will include ordinary and necessary:

- (a) Repair, removal or replacement of all or any part of the landscaping.
- (b) Provision for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury.
- (c) Removal of trimmings, rubbish, debris and other solid waste.

SECTION 2. PLANS AND SPECIFICATIONS AND DIAGRAM

A diagram for the District, showing the following matters, is attached hereto and incorporated herein by reference.

- (a) Existing and proposed landscaping improvements within the District.
- (b) The exterior boundaries of the District.
- (c) The boundaries of any zones within the District.
- (d) The lines and dimensions of each lot or parcel of land within the District.
- (e) Identification of each lot or parcel of land within the District by a distinctive number or letter.

SECTION 3. ESTIMATE OF COSTS OF IMPROVEMENTS

The estimate of the costs of maintaining the landscaping improvements in the District for the 2015-2016 fiscal year includes:

- (a) Total costs for improvements to be made in FY 2015-2016, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses: \$5,587.60.
- (b) Amount of surplus in the improvement fund to be carried over from a previous fiscal year: \$0.00.
- (c) Amount of any contributions to be made from sources other than assessments levied pursuant to Part 2 of Division 15 of the Streets and Highways Code: \$0.00.
- (d) Amount, if any, of the annual installment for FY 2015-2016 where the City Council has ordered an assessment for the estimated cost of any improvements to be levied and collected in annual installments: \$0.00.

- (e) Net amount to be assessed upon assessable lands within the District, being the total improvement costs, as referred to in subdivision (a), increased or decreased, as the case may be, by any of the amounts referred in subdivision (b), (c), or (d): \$5,587.60.

SECTION 4. ASSESSMENT OF ESTIMATED COSTS OF IMPROVEMENTS

This assessment applies to the 2015-2016 fiscal year.

- (a) The net amount, determined in accordance with Section 3, above, to be assessed upon assessable lands within the District is \$5,587.60.
- (b) A description of each assessable lot or parcel for land within the District is contained in the diagram referred to in Section 2 hereof.
- (c) The net amount stated in subdivision (a) of this Section 4 is apportioned among such lots or parcels in proportion to the estimated special benefit to be received by each lot or parcel from the improvements by the following formula or method: Dividing such net amount by the number of assessable lots or parcels within the District. Thus, the net amount of \$5,587.60 is divided by 61 lots for an assessment of \$91.60 per lot or parcel.

AREA CALCULATIONS

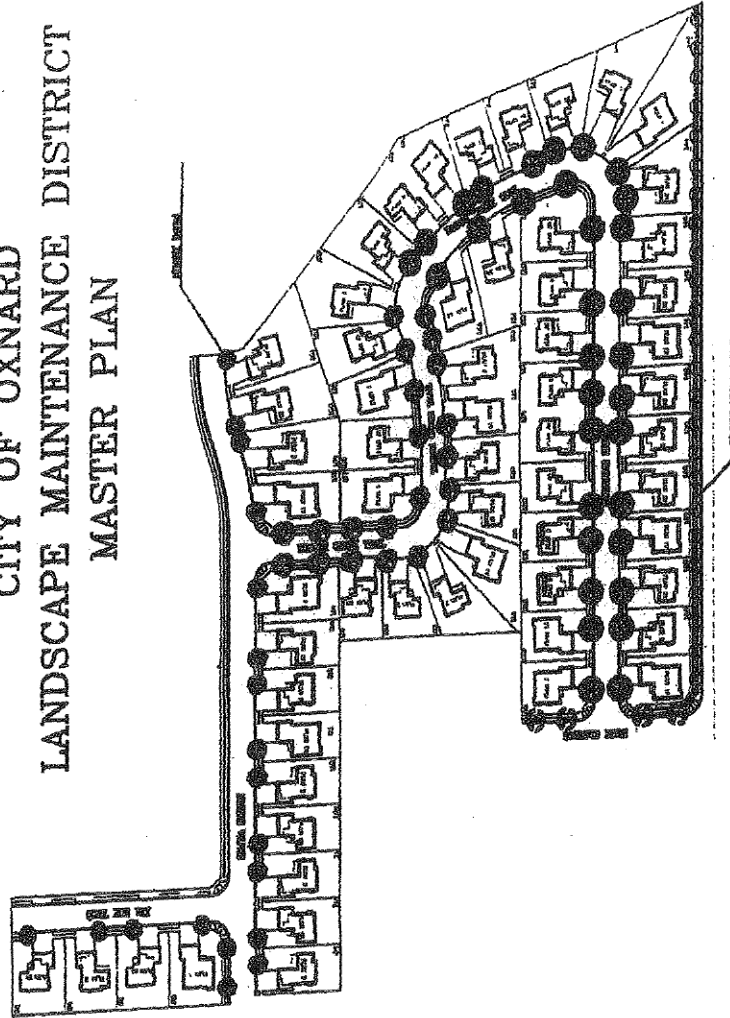
PARKWAY

TOTAL PARKWAY PLANTING AREA, 4,225 S.F.
 TOTAL PARKWAY VERMILION AREA, 5,166 S.F.
 TOTAL PARKWAY VERMILION AREA, 11,601 S.F.

INTERIOR STREET TREES
 TOTAL STREET TREES, 77

NOT TO SCALE

CITY OF OXNARD LANDSCAPE MAINTENANCE DISTRICT MASTER PLAN



PLANT LEGEND - Interior Street Trees only

Symbol	Plant Name	Quantity
Circle with dot	Small Tree	10
Circle with cross	Medium Tree	5
Circle with star	Large Tree	3
Circle with triangle	Shrub	20
Circle with square	Flower Bed	15
Circle with diamond	Water Feature	2
Circle with circle	Light Pole	10
Circle with plus	Sign	5
Circle with X	Gate	2
Circle with dot	Small Tree	10
Circle with cross	Medium Tree	5
Circle with star	Large Tree	3
Circle with triangle	Shrub	20
Circle with square	Flower Bed	15
Circle with diamond	Water Feature	2
Circle with circle	Light Pole	10
Circle with plus	Sign	5
Circle with X	Gate	2

GREYSTONE - LANDSCAPE MAINTENANCE DISTRICT #23

Attachment 37
 Page 4 of 4

Pacific Coast
Land Design

(909) 441-2277 FAX (909) 441-2278
 1000 S. MAIN ST., SUITE 100, VERNON, CA 92381

Project No. _____

GREYSTONE HOUSE INC.
 1000 S. MAIN ST., SUITE 100
 VERNON, CA 92381

TRACT# 4522
 VINEYARD AVENUE AND "H" STREET

LANDSCAPE MAINTENANCE
 DISTRICT MAP
 AND
 CITY OF OXNARD DISTRICT #23

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD OF INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2015-2016 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 23 (GREYSTONE) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, the Oxnard City Council desires that the expenses of maintaining landscaping in Landscape Maintenance District No. 23 formed within the City on June 18, 1996, by Resolution No. 11,071 be assessed upon land within such District that will receive special benefit therefrom; and

WHEREAS, the City Engineer has filed with the City Clerk a report concerning the cost of maintaining the landscaping in such District for the 2015-2016 fiscal year and the amount of the special benefit received therefrom by each parcel within such District; and

WHEREAS, assessments existed in such District throughout FY 2014-2015, and such assessments are not proposed to increase for FY 2015-2016; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, such District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

1. The City Council approves the Engineer's Report.
2. The City Council declares its intention to levy and collect assessments within Landscape Maintenance District No. 23 for fiscal year 2015-2016 pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code, Division 15, Part 2, Section 22500 et seq.).
3. The landscaping to be maintained is all public landscaping installed by the developers of Tract No. 4529 located within the assessment district known as Landscape Maintenance District No. 23, which is located at Vineyard Avenue, east of Ventura Road in the City.

4. A full and detailed description of the landscaping improvements, the boundaries of Landscape Maintenance District No. 23 and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District is contained in the report of the Engineer on file with the City Clerk.
5. Notice is hereby given that on June 23, 2015, at 6:30 p.m. in City Council Chambers, at 305 West Third Street, Oxnard, California, the City Council will hold a hearing on the levy of the proposed assessment, at which time all interested persons shall be afforded an opportunity to hear and be heard. Any interested person may, prior to the conclusion of the hearing, file a written protest with the City Clerk or, having previously filed a protest, file a written withdrawal of the protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by that person.
6. At least 10 days prior to the date of the hearing, the City Clerk shall give notice of the hearing by causing this resolution to be published once in a newspaper of general circulation within the City.
7. The FY 2015-2016 assessment in Landscape Maintenance District No. 23 is not proposed to increase.

PASSED AND ADOPTED THIS _____ day of _____, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

CITY OF OXNARD

**OXNARD LANDSCAPE MAINTENANCE
DISTRICT NO. 24
ENGINEER'S REPORT
ON ASSESSMENTS
FOR
FISCAL YEAR 2015-2016**

**DEPARTMENT OF GENERAL SERVICES
May 2015**

SECTION 1. MAINTENANCE TO BE PROVIDED

Landscaping consists of trees, shrubs, and ground cover within the district, as shown on the diagram referred to in Section 2 hereof. The maintenance to be provided will include ordinary and necessary:

- (a) Repair, removal or replacement of all or any part of the landscaping.
- (b) Provision for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury.
- (c) Removal of trimmings, rubbish, debris and other solid waste.

SECTION 2. PLANS AND SPECIFICATIONS AND DIAGRAM

A diagram for the District, showing the following matters, is attached hereto and incorporated herein by reference.

- (a) Existing and proposed landscaping improvements within the District.
- (b) The exterior boundaries of the District.
- (c) The boundaries of any zones within the District.
- (d) The lines and dimensions of each lot or parcel of land within the District.
- (e) Identification of each lot or parcel of land within the District by a distinctive number or letter.

SECTION 3. ESTIMATE OF COSTS OF IMPROVEMENTS

The estimate of the costs of maintaining the landscaping improvements in the District for the 2015-2016 fiscal year includes:

- (a) Total costs for improvements to be made in FY 2015-2016, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses: \$18,300.00.
- (b) Amount of surplus in the improvement fund to be carried over from a previous fiscal year: \$0.00.
- (c) Amount of any contributions to be made from sources other than assessments levied pursuant to Part 2 of Division 15 of the Streets and Highways Code: \$0.00.
- (d) Amount, if any, of the annual installment for FY 2015-2016 where the City Council has ordered an assessment for the estimated cost of any improvements to be levied and collected in annual installments: \$0.00.

- (e) Net amount to be assessed upon assessable lands within the District, being the total improvement costs, as referred to in subdivision (a), increased or decreased, as the case may be, by any of the amounts referred in subdivision (b), (c), or (d): \$18,300.00.

SECTION 4. ASSESSMENT OF ESTIMATED COSTS OF IMPROVEMENTS

This assessment applies to the 2015-2016 fiscal year.

- (a) The net amount, determined in accordance with Section 3, above, to be assessed upon assessable lands within the District is \$18,300.00.
- (b) A description of each assessable lot or parcel for land within the District is contained in the diagram referred to in Section 2 hereof.
- (c) The net amount stated in subdivision (a) of this Section 4 is apportioned among such lots or parcels in proportion to the estimated special benefit to be received by each lot or parcel from the improvements by the following formula or method: Dividing such net amount by the number of assessable lots or parcels within the District. Thus, the net amount of \$18,300.00 is divided by 100 lots for an assessment of \$183.00 per lot or parcel.

VINEYARDS - LANDSCAPE MAINTENANCE DISTRICT #24

Attachment 39
Page 4 of 4

AREA CALCULATIONS PARKWAY

TOTAL PARKWAY PLANTING AREA: 4,841.15 SF.
TOTAL PARKWAY PLANTING AREA: 4,841.15 SF.
TOTAL PARKWAY PLANTING AREA: 4,841.15 SF.

MEANS

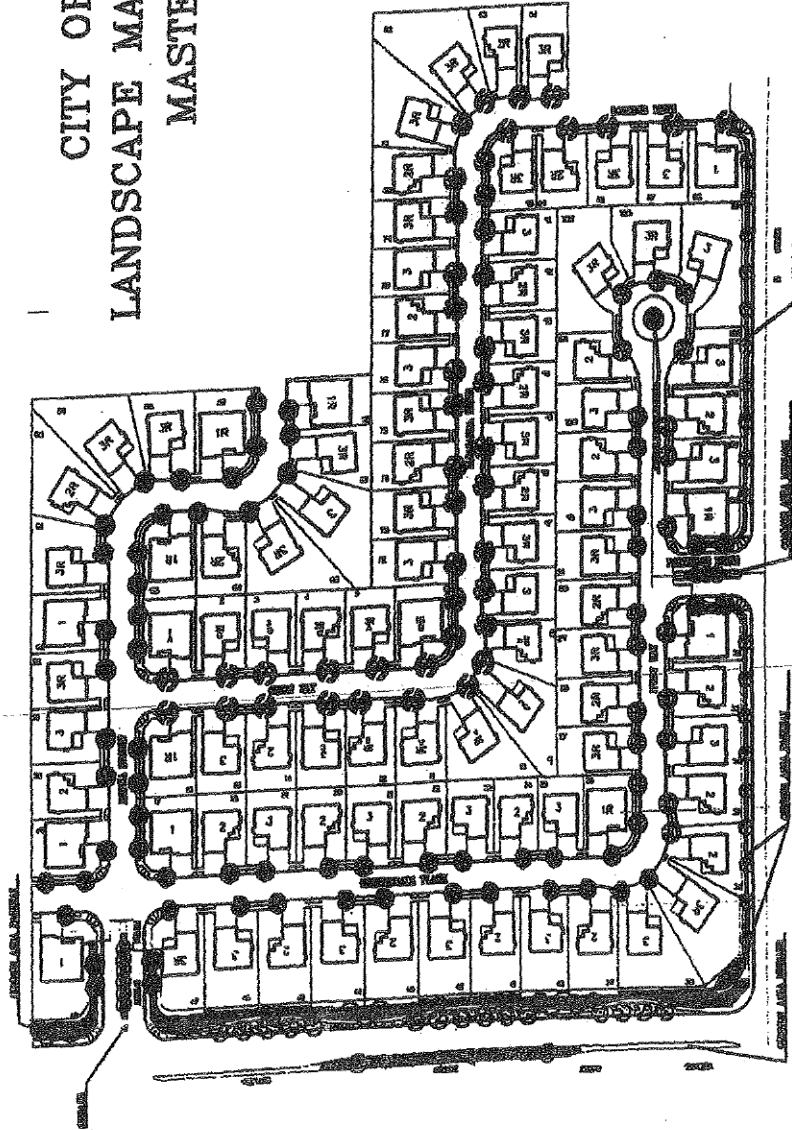
TOTAL MEANS PLANTING AREA: 4,841.15 SF.
TOTAL MEANS PLANTING AREA: 4,841.15 SF.
TOTAL MEANS PLANTING AREA: 4,841.15 SF.

INTERIOR STREET TREES

TOTAL STREET TREES: 110

NOT TO SCALE

CITY OF OXNARD LANDSCAPE MAINTENANCE DISTRICT MASTER PLAN



PART 1: LANDSCAPE MAINTENANCE DISTRICT MAP

NO.	NAME	AREA (SQ. FT.)	PERCENTAGE OF TOTAL AREA
1	LANDSCAPE MAINTENANCE DISTRICT MAP	4,841.15	100%
2	STREET TREE PLAN	110	2.27%
3	LANDSCAPE MAINTENANCE DISTRICT MAP	4,841.15	100%
4	STREET TREE PLAN	110	2.27%
5	LANDSCAPE MAINTENANCE DISTRICT MAP	4,841.15	100%
6	STREET TREE PLAN	110	2.27%
7	LANDSCAPE MAINTENANCE DISTRICT MAP	4,841.15	100%
8	STREET TREE PLAN	110	2.27%
9	LANDSCAPE MAINTENANCE DISTRICT MAP	4,841.15	100%
10	STREET TREE PLAN	110	2.27%

Pacific Coast
Land Design
1000 Main St., Suite 100, Ventura, CA 93001
(805) 644-1111

P.V. HENRI & SONS
OF LANDSCAPE ARCHITECTS
1000 Main St., Suite 100, Ventura, CA 93001
(805) 644-1111

TRACTS 4529
VINEYARD AVENUE AND "H" STREET

LANDSCAPE MAINTENANCE
DISTRICT MAP
AND
STREET TREE PLAN

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD OF INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2015-2016 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 24 (VINEYARDS) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, the Oxnard City Council desires that the expenses of maintaining landscaping in Landscape Maintenance District No. 24 formed within the City on June 18, 1996, by Resolution No. 11,072 be assessed upon land within such District that will receive special benefit therefrom; and

WHEREAS, the City Engineer has filed with the City Clerk a report concerning the cost of maintaining the landscaping in such District for the 2015-2016 fiscal year and the amount of the special benefit received therefrom by each parcel within such District; and

WHEREAS, assessments existed in such District throughout FY 2014-2015, and such assessments are not proposed to increase for FY 2015-2016; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, such District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

1. The City Council approves the Engineer's Report.
2. The City Council declares its intention to levy and collect assessments within Landscape Maintenance District No. 24 for fiscal year 2015-2016 pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code, Division 15, Part 2, Section 22500 et seq.).
3. The landscaping to be maintained is all public landscaping installed by the developers of Tract No. 4529 located within the assessment district known as Landscape Maintenance District No. 24, which is located at Vineyard Avenue, east of Ventura Road in the City.

4. A full and detailed description of the landscaping improvements, the boundaries of Landscape Maintenance District No. 24 and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District is contained in the report of the Engineer on file with the City Clerk.
5. Notice is hereby given that on June 23, 2015, at 6:30 p.m. in City Council Chambers, at 305 West Third Street, Oxnard, California, the City Council will hold a hearing on the levy of the proposed assessment, at which time all interested persons shall be afforded an opportunity to hear and be heard. Any interested person may, prior to the conclusion of the hearing, file a written protest with the City Clerk or, having previously filed a protest, file a written withdrawal of the protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by that person.
6. At least 10 days prior to the date of the hearing, the City Clerk shall give notice of the hearing by causing this resolution to be published once in a newspaper of general circulation within the City.
7. The FY 2015-2016 assessment in Landscape Maintenance District No. 24 is not proposed to increase.

PASSED AND ADOPTED THIS _____ day of _____, 2015, by the following vote:

AYES:

NOES:

ABSENT:

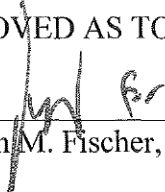
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

CITY OF OXNARD

**OXNARD LANDSCAPE MAINTENANCE
DISTRICT NO. 25
ENGINEER'S REPORT
ON ASSESSMENTS
FOR
FISCAL YEAR 2015-2016**

**DEPARTMENT OF GENERAL SERVICES
May 2015**

SECTION 1. MAINTENANCE TO BE PROVIDED

Landscaping consists of trees, shrubs, and ground cover within the district, as shown on the diagram referred to in Section 2 hereof. The maintenance to be provided will include ordinary and necessary:

- (a) Repair, removal or replacement of all or any part of the landscaping.
- (b) Provision for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury.
- (c) Removal of trimmings, rubbish, debris and other solid waste.

SECTION 2. PLANS AND SPECIFICATIONS AND DIAGRAM

A diagram for the District, showing the following matters, is attached hereto and incorporated herein by reference.

- (a) Existing and proposed landscaping improvements within the District.
- (b) The exterior boundaries of the District.
- (c) The boundaries of any zones within the District.
- (d) The lines and dimensions of each lot or parcel of land within the District.
- (e) Identification of each lot or parcel of land within the District by a distinctive number or letter.

SECTION 3. ESTIMATE OF COSTS OF IMPROVEMENTS

The estimate of the costs of maintaining the landscaping improvements in the District for the 2015-2016 fiscal year includes:

- (a) Total costs for improvements to be made in FY 2015-2016, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses: \$23,798.88.
- (b) Amount of surplus in the improvement fund to be carried over from a previous fiscal year: \$0.00.
- (c) Amount of any contributions to be made from sources other than assessments levied pursuant to Part 2 of Division 15 of the Streets and Highways Code: \$0.00.
- (d) Amount, if any, of the annual installment for FY 2015-2016 where the City Council has ordered an assessment for the estimated cost of any improvements to be levied and collected in annual installments: \$0.00.

- (e) Net amount to be assessed upon assessable lands within the District, being the total improvement costs, as referred to in subdivision (a), increased or decreased, as the case may be, by any of the amounts referred in subdivision (b), (c), or (d): \$23,798.88.

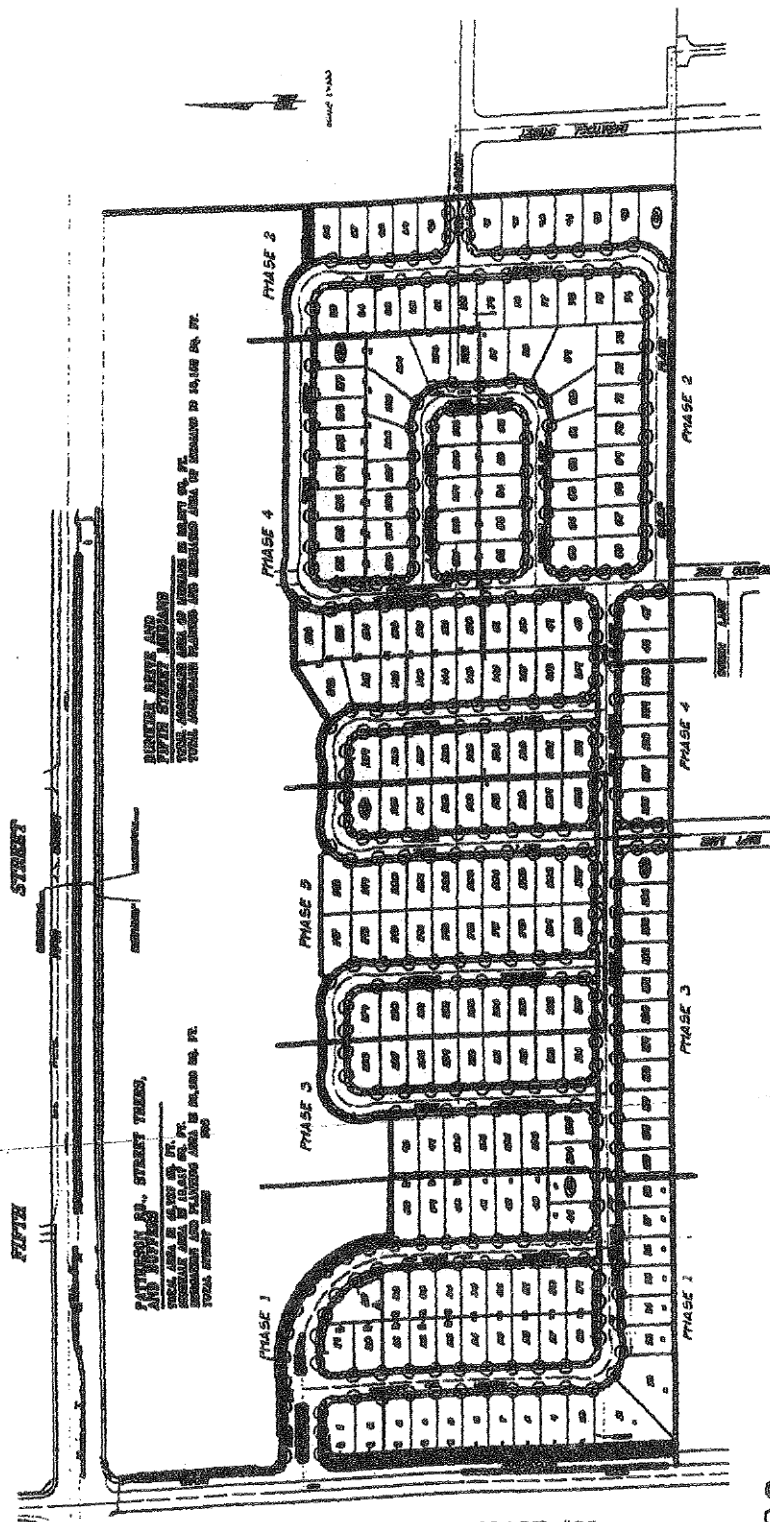
SECTION 4. ASSESSMENT OF ESTIMATED COSTS OF IMPROVEMENTS

This assessment applies to the 2015-2016 fiscal year.

- (a) The net amount, determined in accordance with Section 3, above, to be assessed upon assessable lands within the District is \$23,798.88.
- (b) A description of each assessable lot or parcel for land within the District is contained in the diagram referred to in Section 2 hereof.
- (c) The net amount stated in subdivision (a) of this Section 4 is apportioned among such lots or parcels in proportion to the estimated special benefit to be received by each lot or parcel from the improvements by the following formula or method: Dividing such net amount by the number of assessable lots or parcels within the District. Thus, the net amount of \$23,798.88 is divided by 216 lots for an assessment of \$110.18 per lot or parcel.

CITY OF OXNARD LANDSCAPE MAINTENANCE DISTRICT MASTER PLAN

THE POINTE - LANDSCAPE MAINTENANCE DISTRICT #25



Pacific Coast Land Design
(909) 444-0007 FAX 444-0002
2000 BARNES BLVD. SUITE 107, TUSTIN, CA, 92680

E.V. BENTLEY, A.S.C.
CITY ENGINEER AND PUBLIC WORKS
OXNARD, CA 93050

TRACT 4040
BUNKER DRIVE AND FIFTH STREET
OXNARD, CA 93050

LANDSCAPE MAINTENANCE DISTRICT #25
MASTER PLAN TRACT # 4040

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD OF INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2015-2016 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 25 (THE POINTE) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, the Oxnard City Council desires that the expenses of maintaining landscaping in Landscape Maintenance District No. 25 formed within the City on June 18, 1996, by Resolution No. 11,073 be assessed upon land within such District that will receive special benefit therefrom; and

WHEREAS, the City Engineer has filed with the City Clerk a report concerning the cost of maintaining the landscaping in such District for the 2015-2016 fiscal year and the amount of the special benefit received therefrom by each parcel within such District; and

WHEREAS, assessments existed in such District throughout FY 2014-2015, and such assessments are not proposed to increase for FY 2015-2016; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, such District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

1. The City Council approves the Engineer's Report.
2. The City Council declares its intention to levy and collect assessments within Landscape Maintenance District No. 25 for fiscal year 2015-2016 pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code, Division 15, Part 2, Section 22500 et seq.).
3. The landscaping to be maintained is all public landscaping installed by the developers of Tract No. 4840 located within the assessment district known as Landscape Maintenance District No. 25, which is located at Patterson Road and Fifth Street in the City.

4. A full and detailed description of the landscaping improvements, the boundaries of Landscape Maintenance District No. 25 and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District is contained in the report of the Engineer on file with the City Clerk.
5. Notice is hereby given that on June 23, 2015, at 6:30 p.m. in City Council Chambers, at 305 West Third Street, Oxnard, California, the City Council will hold a hearing on the levy of the proposed assessment, at which time all interested persons shall be afforded an opportunity to hear and be heard. Any interested person may, prior to the conclusion of the hearing, file a written protest with the City Clerk or, having previously filed a protest, file a written withdrawal of the protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by that person.
6. At least 10 days prior to the date of the hearing, the City Clerk shall give notice of the hearing by causing this resolution to be published once in a newspaper of general circulation within the City.
7. The FY 2015-2016 assessment in Landscape Maintenance District No. 25 is not proposed to increase.

PASSED AND ADOPTED THIS _____ day of _____, 2015, by the following vote:

AYES:

NOES:

ABSENT:

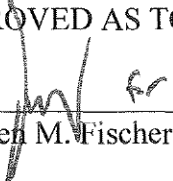
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

CITY OF OXNARD

**OXNARD LANDSCAPE MAINTENANCE
DISTRICT NO. 26
ENGINEER'S REPORT
ON ASSESSMENTS
FOR
FISCAL YEAR 2015-2016**

**DEPARTMENT OF GENERAL SERVICES
May 2015**

SECTION 1. MAINTENANCE TO BE PROVIDED

Landscaping consists of trees, shrubs, and ground cover within the district, as shown on the diagram referred to in Section 2 hereof. The maintenance to be provided will include ordinary and necessary:

- (a) Repair, removal or replacement of all or any part of the landscaping.
- (b) Provision for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury.
- (c) Removal of trimmings, rubbish, debris and other solid waste.

SECTION 2. PLANS AND SPECIFICATIONS AND DIAGRAM

A diagram for the District, showing the following matters, is attached hereto and incorporated herein by reference.

- (a) Existing and proposed landscaping improvements within the District.
- (b) The exterior boundaries of the District.
- (c) The boundaries of any zones within the District.
- (d) The lines and dimensions of each lot or parcel of land within the District.
- (e) Identification of each lot or parcel of land within the District by a distinctive number or letter.

SECTION 3. ESTIMATE OF COSTS OF IMPROVEMENTS

The estimate of the costs of maintaining the landscaping improvements in the District for the 2015-2016 fiscal year includes:

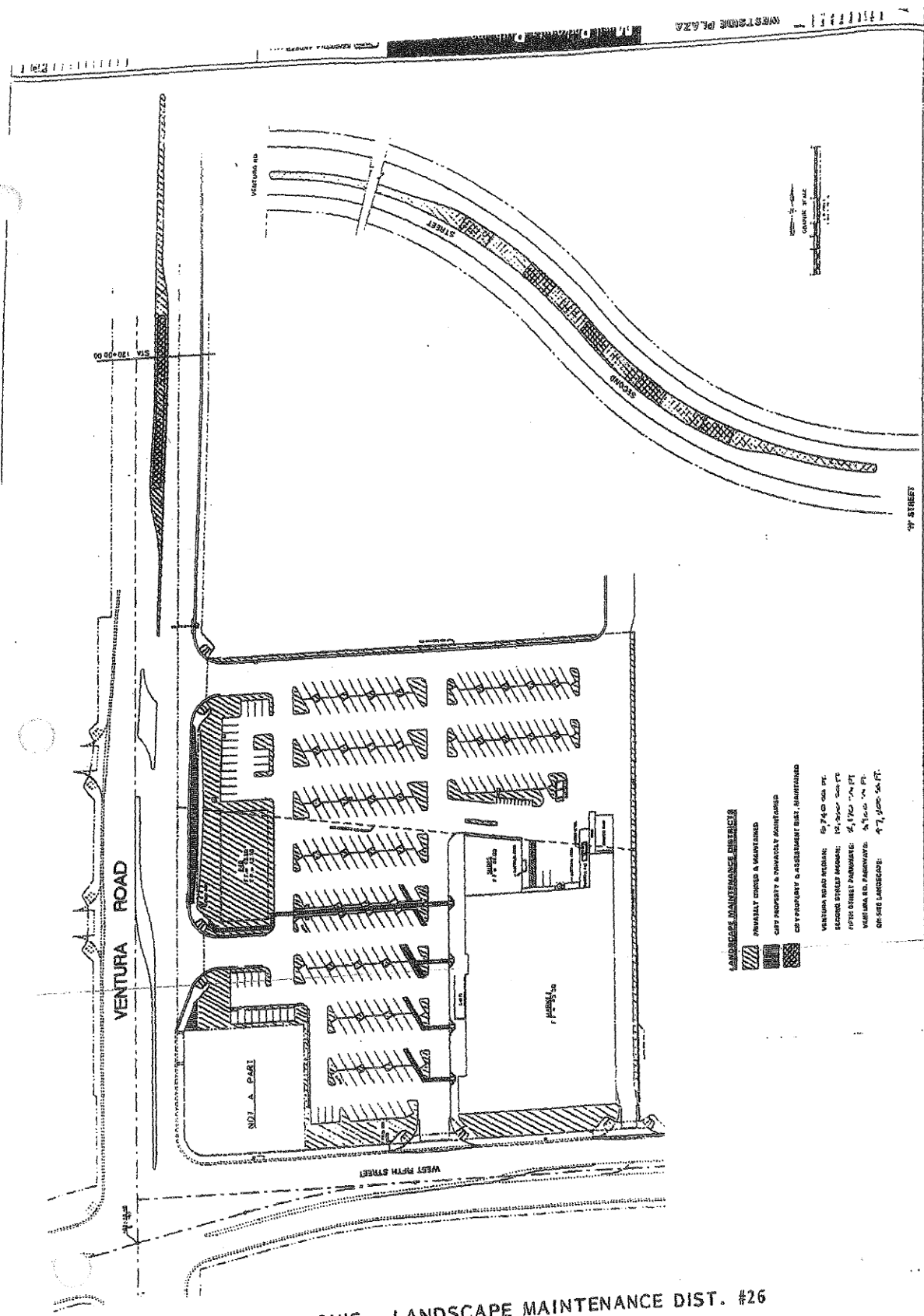
- (a) Total costs for improvements to be made in FY 2015-2016, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses: \$4,000.00.
- (b) Amount of surplus in the improvement fund to be carried over from a previous fiscal year: \$0.00.
- (c) Amount of any contributions to be made from sources other than assessments levied pursuant to Part 2 of Division 15 of the Streets and Highways Code: \$0.00.
- (d) Amount, if any, of the annual installment for FY 2015-2016 where the City Council has ordered an assessment for the estimated cost of any improvements to be levied and collected in annual installments: \$0.00.

- (e) Net amount to be assessed upon assessable lands within the District, being the total improvement costs, as referred to in subdivision (a), increased or decreased, as the case may be, by any of the amounts referred in subdivision (b), (c), or (d): \$4,000.00.

SECTION 4. ASSESSMENT OF ESTIMATED COSTS OF IMPROVEMENTS

This assessment applies to the 2015-2016 fiscal year.

- (a) The net amount, determined in accordance with Section 3, above, to be assessed upon assessable lands within the District is \$4,000.00.
- (b) A description of each assessable lot or parcel for land within the District is contained in the diagram referred to in Section 2 hereof.
- (c) The net amount stated in subdivision (a) of this Section 4 is apportioned among such lots or parcels in proportion to the estimated special benefit to be received by each lot or parcel from the improvements by the following formula or method: Dividing such net amount by the number of assessable lots or parcels within the District. Thus, the net amount of \$4,000.00 is divided by 1 lot for an assessment of \$4,000.00 per lot or parcel.



ALBERTSON'S - LANDSCAPE MAINTENANCE DIST. #26

Attachment 43
Page 4 of 4

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD OF INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2015-2016 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 26 (ALBERTSON'S) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, the Oxnard City Council desires that the expenses of maintaining landscaping in Landscape Maintenance District No. 26 formed within the City on January 3, 1989, by Resolution No. 9603 be assessed upon land within such District that will receive special benefit therefrom; and

WHEREAS, the City Engineer has filed with the City Clerk a report concerning the cost of maintaining the landscaping in such District for the 2015-2016 fiscal year and the amount of the special benefit received therefrom by each parcel within such District; and

WHEREAS, assessments existed in such District throughout FY 2014-2015, and such assessments are not proposed to increase for FY 2015-2016; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, such District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

1. The City Council approves the Engineer's Report.
2. The City Council declares its intention to levy and collect assessments within Landscape Maintenance District No. 26 for fiscal year 2015-2016 pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code, Division 15, Part 2, Section 22500 et seq.).
3. The landscaping to be maintained is all public landscaping installed by the developers of Parcel Map No. 202-0-010-685 located within the assessment district known as Landscape Maintenance District No. 26, which is located at Ventura Road, north of Fifth Street in the City.

4. A full and detailed description of the landscaping improvements, the boundaries of Landscape Maintenance District No. 26 and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District is contained in the report of the Engineer on file with the City Clerk.
5. Notice is hereby given that on June 23, 2015, at 6:30 p.m. in City Council Chambers, at 305 West Third Street, Oxnard, California, the City Council will hold a hearing on the levy of the proposed assessment, at which time all interested persons shall be afforded an opportunity to hear and be heard. Any interested person may, prior to the conclusion of the hearing, file a written protest with the City Clerk or, having previously filed a protest, file a written withdrawal of the protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by that person.
6. At least 10 days prior to the date of the hearing, the City Clerk shall give notice of the hearing by causing this resolution to be published once in a newspaper of general circulation within the City.
7. The FY 2015-2016 assessment in Landscape Maintenance District No. 26 is not proposed to increase.

PASSED AND ADOPTED THIS _____ day of _____, 2015, by the following vote:

AYES:

NOES:

ABSENT:

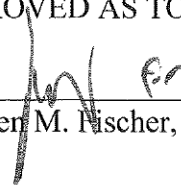
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney



ACTION	TYPE OF ITEM
☐ Approved Recommendation	☐ Info/Consent
☐ Ord. No(s). _____	☒ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Tabin Cosio

Agenda Item No. L-3Reviewed By: City Manager JMCity Attorney PTFinance D

Other (Specify) _____

DATE: May 18, 2015**TO:** City Council**FROM:** Tabin Cosio, Human Resource Director
Human Resources Department TC**SUBJECT:** Agreement Related to Treatment of Excess Leave Balances between the City and Service Employees International Union, Local 721**RECOMMENDATION**

That City Council adopt a resolution approving an agreement between the City and the Service Employees International Union, Local 721 ("SEIU") {A-7784} related to treatment of excess leave balances and authorizing the Director of Human Resources, the Interim Chief Financial Officer, City Manager and/or their designee(s) to take the necessary administrative action to implement this agreement, including executing the agreement on behalf of the City.

DISCUSSION

The City and SEIU are parties to a closed contract that expires on June 30, 2018 (the "SEIU MOU"). Pursuant to Article 39(5) of the SEIU MOU, the parties are not required to meet and confer over issues covered in the SEIU MOU during the term of the agreement. Accordingly, SEIU was under no obligation to meet with the City to negotiate over the excess leave issue and the City had no ability to compel SEIU to meet. However, acknowledging the City's need to resolve the excess leave issue immediately, SEIU agreed to engage in negotiations with respect to the treatment of SEIU members' excess vacation leave balances. The parties have reached a tentative agreement to cap the City's liability for the excess leave balances, a copy of which is attached as Attachment 1 to this report. The proposed resolution adopting this agreement is included as Attachment 2 to this report.

As discussed in greater detail below, the parties' agreement would limit the City's liability related to excess leave and would ensure that leave caps are enforced consistent with the terms of the SEIU MOU while still permitting SEIU members to use excess leave time. The parties have also agreed that the City will begin to enforce the leave caps set forth in the SEIU MOU; any further changes to these provisions of the SEIU MOU are subject to negotiations between the parties once the SEIU MOU opens.

SEIU agreed to discount the value of the excess vacation leave held by its members, as requested by the City, as follows:

**Agreement Related to Treatment of Excess Leave Balances between the City and the Service
Employees International Union, Local 721**

May 18, 2015

Page 2 of 3

- A) On a one-time basis following approval by SEIU and adoption by the City Council, the City will split employees' excess leave bank into two portions:
- 1) Except as provided below, 80% of the value of excess leave will be placed in a grandfathered excess leave bank. The 80% grandfathered excess leave bank will be available for use and will have cash value as follows:
 - a. SEIU members will be permitted to use the balance of their grandfathered excess leave bank as paid time off, on an hour for hour basis, consistent with the MOU between the City and SEIU during employees' term of service with the City.
 - b. On or before June 30, 2015, SEIU members will be allowed to redeem hours from their grandfathered excess leave bank, consistent with the terms of the MOU between the City and SEIU, and these redeemed hours will be deducted from the employees' grandfathered excess leave balance.
 - c. Once per year for the following three years (2015, 2016 and 2017), SEIU members will be permitted to convert excess leave into cash for deposit into a Section 457(k) deferred compensation plan. The amount of any deposits into an employees' deferred compensation plan will be subject to the limitations set forth by the Internal Revenue Service. Employees will not be permitted to convert vacation leave other than excess leave into a deferred compensation plan.
 - d. Upon separation from City service, employees will be permitted to cash out the remaining balance of their grandfathered excess leave bank. The cash value of the balance of the grandfathered excess leave bank will be calculated at the pay rate applicable as of December 4, 2014 which includes the employee's hourly rate as of December 4, 2014 and any longevity pay, educational and incentive pay and bilingual pay being earned as of December 4, 2014.
 - 2) The remaining 20% of excess leave will be placed in a separate bank and will have no cash value, except as provided below.
 - a. This 20% time off excess leave bank will be available for employees to use as paid time off, on an hour for hour basis, consistent with the MOU between the City and SEIU during employees' term of service with the City.
 - b. Except as provided below in subsections c, d and e, if employees do not utilize this 20% of vacation leave time prior to retirement or separation from the City, this leave will not be eligible for cash out and will have no other cash value
 - c. If, prior to December 15, 2017, an employee retires from City service, or separates from City service as the result of an industrial or non-industrial injury, such employee will be permitted to cash out the balance of this 20% bank at the rate provided for in the MOU in effect at the time of separation.

Agreement Related to Treatment of Excess Leave Balances between the City and the Service Employees International Union, Local 721

May 18, 2015

Page 3 of 3

- d. If, prior to December 15, 2017, an employee dies in the line of duty, the employee's estate will be permitted to receive the balance of this 20% bank, if any, at the rate provided for in the MOU in effect at the time of employee's death.
- e. Once during calendar year 2015, SEIU members will be permitted to convert excess leave into cash for deposit into a Section 457(k) deferred compensation plan. The amount of any deposits into an employees' deferred compensation plan will be subject to the limitations set forth by the Internal Revenue Service. Employees will not be permitted to convert vacation leave other than excess leave into a deferred compensation plan.

The parties further agreed that the "Carrying Forward" provision of the SEIU MOU, which sets forth the cap on employee vacation accruals, will be enforced going forward and will remain in effect unless and until the parties renegotiate this provision of the SEIU MOU.

The terms of the agreement between the City and SEIU are consistent with the City's agreements with the Oxnard Peace Officers' Association and the International Union of Operating Engineers, Local 501, which were adopted by the City Council on February 10, 2015 and April 14, 2015, respectively.

As noted above, SEIU set aside the protections afforded under its contract with the City and agreed to meet and confer over treatment of its members' excess vacation leave. Instead of relying on the "No Meet and Confer" language in the SEIU MOU, SEIU came to the table to address what it recognized as a serious issue for the City. Throughout the parties' negotiations, SEIU has exhibited a willingness to work with the City in order to fix the excess leave issue and move forward in addressing the other concerns facing the City.

FINANCIAL IMPACT

The proposed agreement between the City and SEIU does not include any increase to compensation. It is anticipated that the agreed-upon treatment of SEIU members' excess leave will reduce the City's unfunded liability associated with compensated absences into the future by ensuring that employees will not be permitted to exceed the applicable leave caps and limiting the City's liability for the previously accrued excess leave balances. The City has not been funding the liability associated with paid leave accruals and has not included this expense in department budgets. As of January 1, 2015, the value of excess leave held by SEIU members was approximately \$153,000.

It is also anticipated that the City will avoid incurring additional overtime costs, or a reduction in services to the community, which would otherwise arise if SEIU employees were compelled to use a significant amount of vacation leave in a short period of time.

Attachment #1 – Agreement between the City of Oxnard and the Service Employees International Union, Local 721

Attachment #2 – Resolution Adopting Agreement with the Service Employees International Union, Local 721

Tentative Agreement Between the City of Oxnard and SEIU
Local 721 Regarding Treatment of Excess Leave Balances

On a one-time basis following approval by SEIU and adoption by the City Council, the City will split employees' excess leave bank into two portions:

- 1) Except as provided below, 80% of the value of excess leave will be placed in a grandfathered excess leave bank. The 80% grandfathered excess leave bank will be available for use and will have cash value as follows:
 - a. SEIU members will be permitted to use the balance of their grandfathered excess leave bank as paid time off, on an hour for hour basis, consistent with the MOU between the City and SEIU during employees' term of service with the City.
 - b. On or before June 30, 2015, SEIU members will be allowed to redeem hours from their grandfathered excess leave bank, consistent with the terms of the MOU between the City and SEIU, and these redeemed hours will be deducted from the employees' grandfathered excess leave balance. This provision is not intended to increase the amount of hours employees are permitted to cash out during a calendar year above the limits set forth in the parties' MOU.
 - c. Once per year for the following three years (2015, 2016 and 2017), SEIU members will be permitted to convert excess leave into a Section 457(k) deferred compensation plan. The amount of any deposits into an employees' deferred compensation plan will be subject to the limitations set forth by the Internal Revenue Service. Employees will not be permitted to convert vacation leave other than excess leave into a deferred compensation plan.
 - d. Upon separation from City service, employees will be permitted to cash out the remaining balance of their 80% grandfathered excess leave bank. The cash value of the balance of the 80% grandfathered excess leave bank will be calculated at the pay rate applicable as of December 4, 2014 which includes the employee's hourly rate as of December 4, 2014 and any longevity pay, educational and incentive pay and bilingual pay being earned as of December 4, 2014.
- 2) The remaining 20% of excess leave will be placed in a separate bank and will have no cash value, except as provided below.
 - a. This 20% time off excess leave bank will be available for employees to use as paid time off, on an hour for hour basis, consistent with the MOU between the City and SEIU during employees' term of service with the City.
 - b. Except as provided below in subsections c, d, and e, if employees do not utilize this 20% of vacation leave time prior to retirement or separation from the City, this leave will not be eligible for cash out and will have no other cash value
 - c. If, prior to December 15, 2017, an employee retires from City service, or separates from City service as the result of an industrial or non-industrial injury, such employee will be permitted to cash out the balance of this 20% bank at the rate provided for in the MOU in effect at the time of separation.

- d. If, prior to December 15, 2017, an employee dies in the line of duty, the employee's estate will be permitted to receive the balance of this 20% bank, if any, at the rate provided for in the MOU in effect at the time of employee's death.
- e. Once during calendar year 2015, SEIU members will be permitted to convert excess leave into a Section 457(k) deferred compensation plan. The amount of any deposits into an employees' deferred compensation plan will be subject to the limitations set forth by the Internal Revenue Service. Employees will not be permitted to convert vacation leave other than excess leave into a deferred compensation plan.

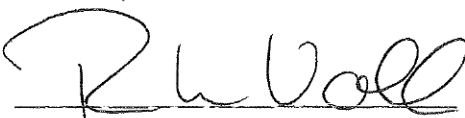
3) Going forward, the City will be enforcing the "Carrying Forward" language set forth in Article 22(3) of the parties' current memorandum of understanding, which provides that employees are allowed to exceed the vacation leave cap during a calendar year and will stop accruing vacation time if they are in excess of the cap at the beginning of the next calendar year. This provision of the memorandum of understanding between the City and SEIU shall remain in effect unless and until the parties negotiate a modification to this provision of their contract.

Dated: _____

Dated: May 7, 2015

By: _____

Burke Dunphy, Chief Negotiator
City of Oxnard

By: 
Rhea Voll

By: 
Pam Fair

Business Representative, SEIU Local 721

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING A LETTER OF AGREEMENT BETWEEN THE CITY OF OXNARD AND THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721 REGARDING TREATMENT OF EXCESS LEAVE BALANCES; AND AUTHORIZING THE CITY MANAGER, INTERIM CHIEF FINANCIAL OFFICER, HUMAN RESOURCES DIRECTOR OR DESIGNEE TO TAKE THE NECESSARY ADMINISTRATIVE ACTION TO IMPLEMENT THE AGREEMENT.

WHEREAS, Service Employees International Union, Local 721 ("SEIU") the recognized representative for employees occupying positions in the classifications specified as comprising the Professional, Technical & Administrative Support Unit as set forth in the memorandum of understanding(the "MOU") between SEIU and the City of Oxnard (the "City"); and

WHEREAS, the current memorandum of understanding ("MOU") between the City and the SEIU expires on June 30, 2018; and

WHEREAS, by letter transmitted to SEIU's exclusive bargaining representative on November 12, 2014, the City informed SEIU that the vacation leave accrual caps set forth in its MOU with the City were not being enforced and requested the parties meet and confer over treatment of this excess leave;

WHEREAS, the City and SEIU determined that it was in both parties' best interest to reach an agreement over the treatment of excess vacation leave balances;

WHEREAS, representatives of the City and SEIU have met and conferred in good faith concerning treatment of excess vacation leave balances in the SEIU bargaining unit consistent with their obligations under the Meyers-Miliias-Brown Act; and

WHEREAS, the City and SEIU have reached an agreement (the "Agreement"), attached as Exhibit 1, providing for the treatment of excess vacation leave balances.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

That the Agreement is adopted and the City Manager and/or his designee is directed to perform all acts necessary to implement its terms, including executing the Agreement on behalf of the City.

PASSED AND ADOPTED THIS _____ day of _____, 2015, by the following vote:

AYES:

ATTACHMENT 2
PAGE 1 OF 2

NOES:

ABSENT:

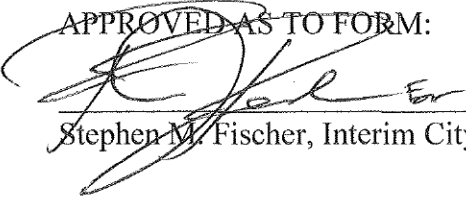
ABSTAIN:

ATTEST:

Tim Flynn, Mayor

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney



Meeting Date: 6/02/15

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☐ Info/Consent
☐ Ord. No(s). _____	☒ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Rob Silverstein *RS* Agenda Item No. L-4
Reviewed By: City Manager *JM* City Attorney *BT* Finance _____ Police Chief _____

DATE: June 2, 2015
TO: City Council
FROM: Jeri Williams, Chief of Police
Police Department
SUBJECT: County of Ventura Animal Services Agreement

RECOMMENDATION

That City Council:

1. Approve and authorize the Mayor to execute a one year-agreement A-7779 with the option for four one-year extensions with the County of Ventura's Public Health Agency for animal sheltering services, in a not to exceed amount estimated at \$1,698,700 for Fiscal Year 2015-2016.
2. Receive a report from staff on current animal services operations provided by the City, and recommendations to offset costs of the new agreement, including implementing best practices, introducing a spay and neuter ordinance, increasing outreach and education programs, and modifying staffing in-line with the budget.

DISCUSSION

The attached animal services agreement with the County of Ventura A-7779 would replace the existing agreement that has been in effect since 1989.

In 1989, the City entered into an agreement with Ventura County Animal Services (VCAS) for services including animal shelter, as well as statutory and regulatory issues such as rabies control, and other mandates for local animal control. Under this current contract, costs are allocated to the participating cities using a set of three formulas, one for shelter and administration, a second formula for licensing, and a third for field staff services. Each of these three cost formulas covers an array of tasks and services as an umbrella.

On June 5, 2012, the Board of Supervisors reorganized VCAS as a division in the Public Health Agency. On June 12, 2013, the Ventura County Board of Supervisors adopted the goal of operating its

animal shelter on a "no kill" basis as an aspiration for the department. No additional funding was provided by the County, and no date was set for the shelter to become fully "no kill". In December 2014, VCAS reported to the Board of Supervisors that VCAS achieved "no kill" status for the year with a live release rate of 91.2%.

The City has seen an increase in shelter costs each year, with the largest increase being proposed for the upcoming Fiscal Year 2015-2016, in which the City is being asked to pay an estimated amount of \$1,698,700. This amount represents an increase of \$607,700 from Fiscal Year 2014-15.

Under the terms of agreement A-7779 (the "Agreement"), the County shall provide the following shelter services: impoundment, boarding, quarantine, veterinary services, euthanasia services, over-the-counter animal license sales, animal adoptions, and disposal of dead animals. Impounded animals will be vaccinated and provided necessary care, food and shelter in accordance with the provisions of state law. The animal's picture will be posted on the Animal Services website as soon as practicable to assist the City's residents in reclaiming a missing pet.

Under the terms of the Agreement, the City is charged for its proportion of the total County shelter service costs on the basis of the City's percentage of the total animal intakes at the County's animal shelters originating from all jurisdictions served by the County's shelters. As a result, the total contract amount may be higher or lower than the estimated cost of \$1,698,700.

The animal intake to the County shelter is the main factor in the cost allocation increases. There is a direct correlation between the number of animals impounded to the shelter, and the cost allocation the City receives as a result. If the animal intake numbers can be lowered by the City and the residents, the City can expect a reduction in the shelter costs moving forward.

Therefore, staff recommends the following actions to reduce costs of the new agreement by reducing intake, tailoring services, and offsetting the County's costs. This can be achieved by implementing the following:

- Reducing the number of animals impounded to the shelter by staff and the public by increasing the licensing fees for unaltered animals residing within the City limits from \$50 to \$75 per year.
- Adopting ordinances to require the spaying/neutering of animals prior to release from the shelter, and mandatory micro-chipping of all dogs and cats over four months of age.
- Implementing education and outreach campaigns to promote the importance of spay and neuter programs, and adopt a policy for the impounding of feral cats within the City (Trap, Neuter, and Release Program).
- Reducing animal safety staffing to five (5) days per week, remaining on call for emergency situations.

Staff intends to return to Council shortly after adoption of the VCAS agreement to finalize Council approval of these actions with the goal of having them all in place by September 30, 2015. City staff will continue to work closely with staff from VCAS on implementing on-going "best practices" for animal safety and control.

FINANCIAL IMPACT

There is no financial impact in the current Fiscal Year 2014-15. Approval of the attached agreement A-7779 will result in an estimated additional \$607,700 in costs to the City's General Fund in the upcoming Fiscal Year 2015-16 Annual Budget.

In conjunction with the adoption of the Fiscal Year 15-16 Annual Budget, staff will be providing alternatives for City Council consideration to reduce costs of or increase revenues to the City's Animal Safety Program to offset the increased cost of this contract.

Attachments

#1 - Animal Services Agreement with County of Ventura A-7779

ANIMAL SERVICES AGREEMENT

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COUNTY OF VENTURA AND CITY OF OXNARD

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ANIMAL SERVICES AGREEMENT
COUNTY OF VENTURA AND CITY OF OXNARD

THIS AGREEMENT is made by and between the COUNTY OF VENTURA, hereinafter referred to as the "**County**," and the CITY OF OXNARD, hereinafter referred to as the "**City**."

RECITALS

- a. The City is desirous of contracting with the County for the performance of animal services described herein by the County.
- b. The County is agreeable to rendering such services on the terms and conditions set forth in this Agreement.

1.0 AGREEMENT TO PROVIDE SERVICES UNDER STATE AND LOCAL STATUTES

- 1.1 The County agrees, through the Animal Services Division of the Department of Public Health ("**Animal Services**"), to provide animal services to the City as set forth herein and in the attached Service Level Request (**Attachment A**), as it may be amended by the parties from time to time.
- 1.2 Such services shall comply with applicable County ordinance, the municipal code of the City and the statutes of the State of California. The County will provide only those services set forth in the attached Service Level Request.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 All City employees who work in conjunction with Animal Services pursuant to this Agreement shall remain employees of the City and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. The County shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any City personnel performing services hereunder. The County shall not be liable for compensation or indemnity to any City employee or agent of the City for injury or sickness arising out of his/her employment.

- 2.2 All County employees who perform services for the City pursuant to this Agreement shall remain employees of the County and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the City based on this Agreement. The City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any County personnel performing services hereunder. The City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment.

3.0 AMENDMENT OF SERVICE LEVEL REQUEST FORM

- 3.1 The City agrees to provide to the County a proposed Service Level Request form annually, by no later than January 31, for the upcoming contract year commencing July 1. By no later than March 1, the parties shall agree to the terms of the Service Level Request for the upcoming contract year, which shall be signed by both parties and attached to this Agreement as an amendment. If the parties fail to reach agreement on the terms of the Service Level Request by March 1, this Agreement shall expire at the end of the then current contract year.

4.0 PERFORMANCE OF AGREEMENT

- 4.1 The County shall furnish and supply all labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.
- 4.2 Notwithstanding the foregoing, the City may provide additional resources for the County to utilize in performance of the services.
- 4.3 The County, in its sole and exclusive discretion, shall determine the specific days and specific hours that any County animal shelter shall be open to the public and the staffing of the County animal shelters; however, the County will open its animal shelters to the public on at least five calendar days per week. The County will notify the City regarding any changes in hours and days that its animal shelters are open to the public.

5.0 INDEMNIFICATION

- 5.1 The County shall defend, indemnify and hold harmless City, its agents, officials, officers, representatives, and employees, from and against all

claims, lawsuits, liabilities or damages arising from the sole and exclusive negligence of the County, its agents, employees, and subcontractors, and employees thereof in the performance or nonperformance of this Agreement.

5.2 The City shall defend, indemnify and hold harmless County, its agents, officials, officers, representatives and employees, from and against all claims, lawsuits, liabilities or damages arising from the sole and exclusive negligence of the City, its agents, employees, and subcontractors, and employees thereof in the performance or nonperformance of this Agreement.

5.3 Each party agrees to provide the indemnifying party with written notification of any claim within thirty calendar days of notice thereof and shall cooperate with the indemnifying party in the defense of the claim.

5.4 Each party's right to, and responsibility for, indemnification shall survive the termination of this Agreement.

6.0 TERM OF AGREEMENT

6.1 Unless sooner terminated as provided for herein, this Agreement shall be effective July 1, 2015, and shall remain in effect until June 30, 2016.

6.2 Upon mutual agreement of the parties, this Agreement may be renewed for up to four successive periods of one year each.

7.0 RIGHT OF TERMINATION

7.1 This Agreement may be terminated at any time, with or without cause, by either party upon written notice given to the other party at least 90 days before the date specified for such termination.

7.2 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination (including, but not limited to, payment for services already rendered), and each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.

8.0 RATES FOR SERVICES AND CREDIT FOR REVENUES

- 8.1 The City shall pay for the services provided under the then current Service Level Request (**Attachment A**) in accordance with the provisions thereof. Compensation for the services contemplated herein shall not exceed the amount of ONE MILLION SIX HUNDRED NINETY EIGHT THOUSAND AND SEVEN HUNDRED DOLLARS (\$1,698,700.00) for Fiscal Year 2015-2016. The parties may amend the total compensation set forth herein should the parties decide to renew this Agreement as set forth in Section 6 above.
- 8.2 The rates indicated in the Service Level Request shall be readjusted by the County annually effective the first day of July each year to reflect the reasonable average cost of such service in accordance with the policies and procedures for the determination of such rate as adopted by the County Board of Supervisors and in compliance with Government Code section 54985.
- 8.3 The County shall credit the City with the following revenues paid by City residents toward the amounts owed by the City for services provided under the City's Service Level Request in **Attachment A**: revenues received from City animal licenses (less applicable license processing fees); revenues from redemption fees (consisting of impound fees, board fees, quarantine fees, and microchipping fees) paid by the City's residents if the animal is redeemed within the first three days of an animal stay each time an animal is admitted to a County shelter; and revenues from administrative citations and civil penalties (less administrative processing costs).
- 8.4 The County shall retain any the following fees paid by City residents without crediting such fees toward the amounts owned by the City for services provided under the City's Service Level Request in **Attachment A**: revenues from redemption fees (consisting of impound fees, board fees, quarantine fees, and microchipping fees) paid by City residents for any day after the first three days of an animal stay each time an animal is admitted to a County shelter; adoption fees; spay/neuter fees (and other veterinary fees for services); copying fees; return check charges; euthanasia and disposal fees; pickup and disposal of dead animal fees; cremation fees; owner relinquishment of animal fees; capture and transport fees; license fees for other than dog and cat licenses; permit fees; and inspection fees.

9.0 PAYMENT PROCEDURES

- 9.1 The County shall invoice the City during October for services performed during the period July 1 through September 30; during January for services performed during the period October 1 through December 31; during April for services performed during the period January 1 through March 31; and during July for services performed during the period April 1 through June 30; and the City shall pay the County all undisputed amounts within 30 days after the date of said invoice.
- 9.2 If such payment is not delivered to the County office which is described on said invoice within 60 days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the City shall provide County with written notice of the dispute including the invoice date, amount, and reasons for dispute within 30 days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within 60 days after the dispute resolution is memorialized.
- 9.3 Interest shall be calculated at the rate of two percent (2%) annually or any portion thereof, calculated from the last day of the month in which the services were performed, or in the case of disputed amounts, calculated from the date the resolution was memorialized.

10.0 RECORD RETENTION

- 10.1 The County shall maintain adequate financial records during the term of this Agreement to document its cost of providing services under this Agreement. The County shall retain financial records for a period of seven years after payment for services under this Agreement, and shall make such financial records available for inspection to the City, or the City's designee, upon reasonable notice. The City shall ensure such records are handled in a manner consistent with all applicable privacy laws and all laws related to public records.

11.0 NOTICES

- 11.1 All notices (excluding invoices) required by, or related to, this Agreement shall be in writing and sent by Certified Mail, Return Receipt Requested, postage prepaid and addressed as listed below. Neither party to this Agreement shall refuse to accept such mail; the parties to this Agreement shall promptly inform the other party of any change of address. All notices

required by this Agreement are effective on the date of receipt, unless otherwise indicated herein. The mailing address of each party to the Agreement is as follows:

CITY: City Manager
City of Oxnard
300 West Third Street
Fourth Floor
Oxnard, California 93030

COUNTY Director, Animal Services Division
(attn: Tara Diller)
600 Aviation Drive
Camarillo, California 93010

12.0 SEVERABILITY

12.1 If a court of competent jurisdiction declares any provision of this Agreement, or application thereof to any person or circumstances to be unenforceable or in violation of law, the remaining provisions of this Agreement shall remain in full force and effect, and to that extent the provisions of this Agreement are severable.

13.0 WAIVER

13.1 Waiver of any default or breach of this Agreement shall not be considered a waiver of any subsequent default or breach, nor shall it be considered a modification of the terms of this Agreement.

14.0 ENTIRE AGREEMENT

14.1 This Agreement, including Attachment A hereto and any amendment thereof, constitutes the complete and exclusive statement of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. All changes or amendments to this Agreement must be in writing and mutually executed by authorized personnel on behalf of the City and the County.

IN WITNESS WHEREOF, the County and the City enter into this Agreement as of the last date set forth below.

COUNTY OF VENTURA

Dated: _____

By _____
TARA DILLER, Director
Animal Services

CITY OF OXNARD

Dated: _____

By _____
GREG NYHOFF, City Manager

ATTEST:

By _____ Date _____
DANIEL MARTINEZ,
City Clerk

APPROVED AS TO FORM:

By _____ Date _____
STEPHEN M. FISCHER,
Interim City Attorney

ATTACHMENT A TO COUNTY-CITY ANIMAL SERVICES AGREEMENT

COUNTY OF VENTURA

AND

CITY OF

FY 2015-16 SERVICE LEVEL REQUEST

Part One: Available Services and Applicable Billing Rates and Credits

Shelter Services

As may be required, the County shall provide shelter services to the City for all those animals originating within the boundaries of the City (whether picked up in the City or dropped off at the County's animal shelter) as a result of: confiscation, requests for euthanasia, owner surrender, owner return, pick-up of stray animals and transfers. For animals originating in the City, the County shall provide the following shelter services: impoundment, boarding, quarantine, veterinary services, euthanasia services, over-the-counter animal license sales, animal adoptions, and disposal of dead animals. Impounded animals will be vaccinated and provided necessary care, food and shelter in accordance with the provisions of state law. The animal's picture will be posted on the Animal Services website as soon as practicable to assist the City's residents in reclaiming a missing pet. The County, in its sole and exclusive discretion, shall determine the public and non-public hours of operation and the staffing of the County animal shelters.

The owner or person entitled to the custody of any animal originating within the boundaries of the City and impounded at a County animal shelter can redeem such animal by paying applicable fees according to the Ventura County Animal Services approved schedule of rates and fees accruing up to the time of such redemption.

The City shall be charged for its proportion of the total County shelter service costs on the basis of the City's percentage of the total animal intakes at the County's animal shelters originating from all jurisdictions served by the County's shelters. The County's total cost of providing shelter services will be multiplied by the City's

City of _____

percentage of animal intakes compared to total animal intakes, adjusted quarterly in arrears, and charged by the County to the City on a quarterly basis. If any current contracting jurisdiction terminates its contract with the County, the County will make every practicable effort to reduce the County's variable shelter operating costs which are based on the volume of shelter animals served (including, but not limited to, personnel costs), in order to keep total County shelter service costs at the lowest reasonable level.

In the event of an animal intake at a County animal shelter originating from the City due to any police request and/or pending court case that results in a County shelter stay of more than 15 days, the County shall charge the City for shelter services according to the Ventura County Animal Services approved schedule of rates and fees for each day that each such animal receives services.

Field Services

At the election of the City, the County shall provide the City with the following field services as may be required: responding to calls for service; pick up of dead animals; capture and transportation of animals; license, permit and other inspections; pre-hearing investigation of nuisance complaints; post-nuisance hearing compliance checks; investigation of potential cases of animal abuse and mistreatment; investigation of potential animal nuisances in violation of Ventura County Ordinance Code section 4467 or an equivalent municipal code provision; assistance with animal evacuations due to disaster or emergency; and similar or related field services. The City shall be charged according to the standard hourly rate for field services set forth in the Ventura County Animal Services approved schedule of rates and fees based on actual hours expended, and the City shall identify a not to exceed amount for field services per fiscal year, as well as the average level of service that the City authorizes the County to provide per week. The County shall notify the City in writing on a quarterly basis regarding actual hours expended for field services to the City, to enable the City to make the determination of whether the City wishes to authorize a higher annual not to exceed amount for field services. The County shall be under no obligation to provide the City with any field services in excess of the City's identified not to exceed amount.

In the event the City declines to have the County perform field services, the City shall be responsible for:

- (i) Scanning animals for an existing microchip and making all efforts to reunite a lost animal with its owner based on any microchip information prior to transporting that animal to a County shelter;

City of _____

- (ii) Making all efforts to use information available from any animal's personal ID tag or a pet license to reunite a lost animal with its owner prior to transporting that animal to a County shelter;

Rabies Control

At the election of the City, the County shall provide the City with the following rabies control program as may be required: response and investigation of reported animal bite and intimate contact cases to establish that state mandated quarantine procedures are complied with. This includes a follow-up visit to verify the health of the animal after quarantine. Shelter quarantine will be at the discretion of the County.

Animal Nuisance Hearings

At the election of the City, the County shall provide the City with the services of one Hearing Officer and one administrative assistant to conduct animal nuisance hearings for animal nuisance complaints (based on violation of Ventura County Ordinance Code section 4467 or its equivalent City municipal code provision) originating within the boundaries of the City. The County shall charge the City according to the standard hourly rate (for salary and fringe benefits) of the actual Hearing Officer and administrative assistant providing services based on the actual hours expended per hearing. The County will not conduct animal nuisance hearings for a violation of local leash law absent nuisance based on violation of Ventura County Ordinance Code section 4467 or its equivalent City municipal code provision.

Animal License Processing per License

At the election of the City, the County shall provide the City with animal license processing services at the annual fiscal year cost of \$3.00 per applicable cat or dog license for each animal within the boundaries of the City. The County shall mail license renewal notices to the animal owner of record; and when the renewal and payment are received, the County will process licenses. City residents can use the County's online weblicensing feature at no additional cost to the City. Licenses will be required before the County will release an animal to a resident of the City. The City animal license fees that the County collects (less the County's license processing fee) will be credited to the City quarterly in arrears against the amount that the City owes the County under the parties' animal services agreement.

Administrative Citation Processing

At the election of the City, the County, either directly, or through a County agreement with a County vendor, shall provide the City with administrative citation

City of _____

processing services at the annual fiscal year cost of \$5.00 per citation for citations issued to animal owners within the boundaries of the City. The citation processing services provided to the City shall be substantially equivalent to any services that the County contracts for with respect to processing of County administrative citations. In the event that the County reaches a determination, in its sole and exclusive discretion, that it no longer desires to provide administrative citation processing services to the City, the County shall provide the City with 60 days prior written notice before ceasing to provide such services.

License Canvassing

At the election of the City, the County shall provide the City with license canvassing services within the boundaries of the City. The County shall charge the City according to the standard hourly rate set forth in the Ventura County Animal Services approved schedule of rates and fees for license team canvassing based on actual hours expended, and the City shall identify a not to exceed amount for license canvassing per fiscal year. The County shall promptly notify the City in writing when the City reaches 80% of its existing not to exceed amount, to enable the City to make the determination of whether the City wishes to authorize a higher not to exceed amount for license canvassing. The County shall be under no obligation to provide the City with any license canvassing services in excess of the City's identified not to exceed amount.

Part Two: Specific Service Requests and Approvals

The County will provide the City with the services authorized below:

- ☐ Shelter Services. The City authorizes the County to provide shelter services for animals originating within the boundaries of the City during fiscal year 2015-16 according to the terms and conditions set forth in Part One of this Agreement.

Field Services:

- ☐ The City authorizes the County to provide field services at a not to exceed amount during fiscal year 2015-16 of _____; with field services of _____ hours per week, to be provided by the County to the City, according to the terms and conditions set forth in Part One. The City hereby agrees to the County's enforcement of the City's municipal code provisions in providing field services.
- ☐ The City declines to have the County provide field services.

City of _____

Rabies Control

- ☐ The City authorizes the County to provide rabies control services.
- ☐ The City declines to have the County provide rabies control services.

Animal Nuisance Hearings:

- ☐ The City authorizes the County to conduct animal nuisance hearings during fiscal year 2015-16 according to the terms and conditions set forth in Part One. The City hereby agrees to the County's enforcement of the City's municipal code provisions in conducting animal nuisance hearings, and the City agrees to enact, and maintain in full force and effect, municipal code provisions substantially equivalent to Ventura County Ordinance Code section 4467.
- ☐ The City declines to have the County conduct animal nuisance hearings.

Animal License Processing:

- ☐ The City authorizes the County to provide animal license processing services for the City during fiscal year 2015-16 according to the terms and conditions set forth in Part One.
- ☐ The City has adopted the license fees set forth in the Ventura County Animal Services approved schedule of rates and fees.
- ☐ The City has adopted the following license fees that differ from the license fees set forth in the Ventura County Animal Services approved schedule of rates and fees:

Specify:

Current City license fees were adopted by the City on _____, 20____.

- ☐ The City declines to have the County provide animal license processing.

Administrative Citation Processing:

- ☐ The City authorizes the County to provide administrative citation processing services for the City during fiscal year 2015-16 according to the terms and conditions set forth in Part One.

City of _____

- ☐ The City declines to have the County provide administrative citation processing services.

License Canvassing:

- ☐ The City authorizes the County to provide license canvassing services within the boundaries of the City at a not to exceed amount during fiscal year 2015-16 of _____.
- ☐ The City declines to have the County provide license canvassing services.

CITY OF _____

COUNTY OF VENTURA

Signature: _____
[Title of Authorized Representative]

Signature: _____
[Title of Authorized Representative]

Date: _____

Date: _____

City of _____



Meeting Date: 06/02/15

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☐ Info/Consent
☐ Ord. No(s). _____	☒ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Lou Balderrama, City Engineer LB Agenda Item No. L-5
 Reviewed By: City Manager JM City Attorney JB Finance JD Utilities _____

DATE: May 18, 2015

TO: City Council

FROM: Daniel Rydberg, P.E., Interim Utilities Director DR
 Utilities Department

SUBJECT: Approval of Lowest Responsible and Responsive Bidder; Authorization to Issue and Execute a Contract (A-7777) for UD14-07- Hobson Park West Neighborhood Resurfacing Project; Approve Appropriation for the Project in the Amount of \$1,400,000; and Unappropriate Funding of Half Cent Sales Tax Funds and Fremont North Neighborhood Resurfacing Project

RECOMMENDATION

That City Council

1. Award contract A-7777 to the lowest responsible and responsive bidder, Toro Enterprises, Inc. in the amount of \$933,494.35 for the UD14-07 Hobson Park West Neighborhood Resurfacing Project, and authorize the purchasing agent to execute the contract upon receipt of final documents.
2. Authorize unappropriation of Half Cent Sales Tax funds from Project 143114, Hobson Park Neighborhood Resurfacing Project, in the amount of \$1,400,000 and the Lease Revenue Project and Refunding Bonds, Series 2014 funds from Project 153117, Fremont North Neighborhood Resurfacing Project, in the amount of \$1,400,000, and re-appropriate funds in the amount of \$1,400,000 from the Lease Revenue Project and Refunding Bonds, Series 2014 to fund the Hobson Park West Street Resurfacing project 143114.

DISCUSSION

On March 3, 2015, City Council approved project specifications for the UD14-07 Hobson Park West Neighborhood Resurfacing Project and authorized a public bid process. The first advertisement for the public bid was on March 26, 2015. The public bid process started March 30, 2015 and closed with a public bid opening on April 29, 2015. Seven bids were received as follows:

Toro Enterprises, Inc.	\$933,494.35
All American Asphalt	\$983,500.00

Approval of Lowest Responsible and Responsive Bid and Authorization to Issue and Execute a Contract (A-7777) for UD14-07- Hobson Park West Neighborhood Resurfacing Project

May 18, 2015

Page 2

Hardy and Harper	\$1,030,000.00
Berry General Engineering	\$1,194,331.50
CA Rasmussen	\$1,224,369.50
Torres Construction	\$1,557,333.95

The department staff has agreed with the award of this contract following receipt of procurement staff review of all documentation received including checks of required license, Occupational Safety & Health Administration (OSHA) web site, records for debarment, and any labor compliance issues. The bid received from Toro Enterprises, Inc. has been found to be a responsible and responsive bid.

Engineer's Estimate of Costs

Contract Price	\$933,494.35
Contract Contingencies	93,350.00
City Labor	<u>116,686.00</u>
TOTAL	\$1,143,530.35

FINANCIAL IMPACT

Upon unappropriation of the funding from Projects 153117 and 143114, funding will be re-appropriated from the Lease Revenue Project and Refunding Bonds, Series 2014 to the Hobson Park West Street Resurfacing project 143114. The Fremont North Neighborhood Resurfacing Project 153117 will be reprogrammed as part of the City Manager's recommendations regarding the timing of committed Measure O spending.

- Attachment #1 - Tabulation of Bids
#2 - Registration No. CA DIR
#3 - Bid Package – Toro Enterprises, Inc.
#4 - OSHA Report
#5 – Subcontractors
#6 - References
#7 – Certificate of Publication-Public Notice
#8 - Staff Report –Council Approval to Bid
#9 - Budget Adjustment form

UD14-07-Hobson Park West Neighborhood Street Resurfacing

Owner: City of Oxnard

Bid Opening: 04/29/15	* marks an allowance	Toro Enterprises, Inc.	All American Asphalt	Granite Construction	Hardy and Harper	Berry General Engineering Contractors, Inc.	CA Rasmussen	Torres Construction
		2101 E Ventura Blvd Oxnard, CA 93036 US Bidder Status: Under Review	400 E Sixth St Corona, CA 92878 US Bidder Status: Under Review	5335 Debbie Lane Santa Barbara, CA 93111 US Bidder Status: Under Review	1312 E Warner Ave Santa Ana, CA 92705-541 US Bidder Status: Under Review	350 W Lewis St Ventura, CA 93001 US Bidder Status: Under Review	28548 Livineston Ave. Santa Clarita, CA 91355 US Bidder Status: Under Review	7330 North Figueroa Street Los Angeles, CA 90041 US Bidder Status: Under Review

UD14-07-Hobson Park West Neighborhood Street Resurfacing

Item Code	Item Description	Quantity	Unit of Measure	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	1101-2 MOBILIZATION/DEMOBILIZATION	1	LS	\$29,000.00	\$29,000.00	\$45,000.00	\$45,000.00	\$35,480.00	\$35,480.00	\$51,744.00	\$51,744.00	\$27,800.00	\$27,800.00	\$60,000.00	\$60,000.00	\$59,897.95	\$59,897.95
2	1505-3 TRAFFIC CONTROL AND PUBLIC CONVENIENCE AND SAFETY	1	LS	\$18,000.00	\$18,000.00	\$46,216.75	\$46,216.75	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$28,185.00	\$28,185.00	\$55,000.00	\$55,000.00	\$68,750.00	\$68,750.00
3	1800-3 STORM WATER POLLUTION PREVENTION PLAN	1	LS	\$3,000.00	\$3,000.00	\$7,000.00	\$7,000.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$10,575.00	\$10,575.00	\$5,600.00	\$5,600.00	\$10,000.00	\$10,000.00
4	1110-3 COLD MILL AC PAVEMENT UNCLASSIFIED	28115	SY	\$1.34	\$37,674.10	\$2.15	\$60,447.25	\$2.00	\$56,230.00	\$1.70	\$47,795.50	\$2.40	\$67,476.00	\$1.80	\$50,607.00	\$3.60	\$101,214.00
5	1120-4 EXCAVATION	250	CY	\$45.00	\$11,250.00	\$85.00	\$21,250.00	\$50.00	\$12,500.00	\$160.00	\$40,000.00	\$56.30	\$14,075.00	\$79.00	\$19,750.00	\$54.00	\$13,500.00
6	1130-4 CLASS 2 AGGREGATE BASE	50	TN	\$58.00	\$2,900.00	\$65.00	\$3,250.00	\$28.00	\$1,400.00	\$140.00	\$7,000.00	\$41.00	\$2,050.00	\$60.00	\$3,000.00	\$42.00	\$2,100.00
7	1150-10 ASPHALT CONCRETE, TYPE III 0DGAC-B2 PG 64-10	350	TN	\$140.00	\$49,000.00	\$110.00	\$38,500.00	\$142.00	\$49,700.00	\$65.00	\$22,750.00	\$212.50	\$74,375.00	\$190.00	\$66,500.00	\$132.00	\$46,200.00
8	1150-10 ASPHALT CONCRETE, TYPE III -DGAC C2 PG 64-10	120	TN	\$140.00	\$16,800.00	\$110.00	\$13,200.00	\$134.00	\$16,080.00	\$65.00	\$7,800.00	\$157.00	\$18,840.00	\$130.00	\$15,600.00	\$204.00	\$24,480.00
9	1152-10 ASPHALT RUBBER HOT MIX ARHM-GG-C PG64-16	4850	TN	\$88.00	\$426,800.00	\$95.00	\$460,750.00	\$102.00	\$494,700.00	\$90.90	\$440,865.00	\$105.00	\$509,250.00	\$110.00	\$533,500.00	\$174.00	\$843,900.00
10	1155-4 CRACK FILL	1	LS	\$36,000.00	\$36,000.00	\$10,000.00	\$10,000.00	\$18,000.00	\$18,000.00	\$15,000.00	\$15,000.00	\$30,275.00	\$30,275.00	\$21,000.00	\$21,000.00	\$9,000.00	\$9,000.00
11	1160-5 SLURRY SEAL TYPE II -RAP	23700	SY	\$2.25	\$53,325.00	\$2.00	\$47,400.00	\$2.21	\$52,377.00	\$2.25	\$53,325.00	\$2.45	\$58,065.00	\$2.50	\$59,250.00	\$3.24	\$76,788.00
12	1174-6 REMOVE AND REPLACE PCC DRIVEWAY	1200	SF	\$16.00	\$19,200.00	\$9.00	\$10,800.00	\$17.00	\$20,400.00	\$19.00	\$22,800.00	\$26.30	\$31,560.00	\$15.00	\$18,000.00	\$12.00	\$14,400.00
13	1174-6 REMOVE AND REPLACE PCC SIDEWALK	2700	SF	\$7.00	\$18,900.00	\$6.00	\$16,200.00	\$8.00	\$21,600.00	\$7.50	\$20,250.00	\$8.85	\$23,895.00	\$7.30	\$19,710.00	\$6.60	\$17,820.00
14	1174-6 REMOVE AND REPLACE PCC CURB AND GUTTER -TYPE A2-6	1300	LF	\$46.00	\$59,800.00	\$40.00	\$52,000.00	\$39.00	\$50,700.00	\$48.15	\$62,595.00	\$61.50	\$79,950.00	\$54.00	\$70,200.00	\$36.00	\$46,800.00
15	1174-6 REMOVE AND REPLACE PCC CURB AND GUTTER - DEPRESSED	230	LF	\$46.00	\$10,580.00	\$45.00	\$10,350.00	\$40.00	\$9,200.00	\$48.15	\$11,074.50	\$61.50	\$14,145.00	\$59.00	\$13,570.00	\$36.00	\$8,280.00
16	1174-6 REMOVE & REPLACE PCC CROSS GUTTER AND/OR SPANDREL	1260	SF	\$18.00	\$22,680.00	\$19.00	\$23,940.00	\$18.00	\$22,680.00	\$19.00	\$23,940.00	\$25.70	\$32,382.00	\$23.00	\$28,980.00	\$36.00	\$45,360.00
17	1174-6 REMOVE AND REPLACE PCC RIBBON GUTTER	50	LF	\$70.00	\$3,500.00	\$75.00	\$3,750.00	\$55.00	\$2,750.00	\$64.20	\$3,210.00	\$87.50	\$4,375.00	\$150.00	\$7,500.00	\$30.00	\$1,500.00
18	1174-6 INSTALL 24-IN. ROOT BARRIER	500	LF	\$25.00	\$12,500.00	\$46.00	\$23,000.00	\$18.00	\$9,000.00	\$27.00	\$13,500.00	\$17.40	\$8,700.00	\$31.00	\$15,500.00	\$18.00	\$9,000.00

ATTACHMENT 1
PAGE 1 OF 3

					Toro Enterprises, Inc.		All American Asphalt		Granite Construction		Hardy and Harper		Berry General Engineering		CA Rasmussen		Torres Construction	
19	1185-3	ADJUST MANHOLE COVER TO FINISHED GRADE	36	EA	\$380.00	\$13,080.00	\$350.00	\$12,600.00	\$650.00	\$23,400.00	\$1,600.00	\$57,600.00	\$1,335.00	\$48,060.00	\$1,600.00	\$57,600.00	\$780.00	\$28,080.00
20	1185-3	ADJUST WATER VALVE COVER TO FINISHED GRADE	57	EA	\$440.00	\$25,080.00	\$160.00	\$9,120.00	\$480.00	\$27,360.00	\$725.00	\$41,325.00	\$720.00	\$41,040.00	\$700.00	\$39,900.00	\$480.00	\$27,360.00
21	1185-3	ADJUST SURVEY MONUMENT COVER TO FINISHED GRADE	20	EA	\$400.00	\$8,000.00	\$400.00	\$8,000.00	\$480.00	\$9,600.00	\$570.00	\$11,400.00	\$700.00	\$14,000.00	\$550.00	\$11,000.00	\$600.00	\$12,000.00
22	1515-3	INSTALL STOP PAVEMENT MARKING -T	27	EA	\$131.00	\$3,537.00	\$150.00	\$4,050.00	\$138.00	\$3,726.00	\$165.00	\$4,455.00	\$131.00	\$3,537.00	\$130.00	\$3,510.00	\$240.00	\$6,480.00
23	1515-3	INSTALL SLOW PAVEMENT MARKING-T	2	EA	\$131.00	\$262.00	\$150.00	\$300.00	\$138.00	\$276.00	\$165.00	\$330.00	\$131.00	\$262.00	\$130.00	\$260.00	\$240.00	\$480.00
24	1515-3	INSTALL BIKE LANE SYMBOL PAVEMENT ARROW MARKING -T	16	EA	\$79.00	\$1,264.00	\$100.00	\$1,600.00	\$83.00	\$1,328.00	\$96.00	\$1,536.00	\$79.00	\$1,264.00	\$75.00	\$1,200.00	\$204.00	\$3,264.00
		INSTALL BIKE LOOP DETECTOR SYMBOL PAVEMENT MARKING-T	4	EA	\$52.00	\$208.00	\$50.00	\$200.00	\$55.00	\$220.00	\$48.00	\$192.00	\$52.50	\$210.00	\$50.00	\$200.00	\$600.00	\$2,400.00
26	1515-3	INSTALL TYPE IV ARROW PAVEMENT MARKING -T	22	EA	\$79.00	\$1,738.00	\$75.00	\$1,650.00	\$83.00	\$1,826.00	\$64.00	\$1,408.00	\$79.00	\$1,738.00	\$75.00	\$1,650.00	\$150.00	\$3,300.00
27	1515-3	INSTALL 12-IN. SOLID WHITE -T	1025	LF	\$3.15	\$3,228.75	\$2.00	\$2,050.00	\$3.30	\$3,382.50	\$2.00	\$2,050.00	\$3.20	\$3,280.00	\$3.00	\$3,075.00	\$6.60	\$6,765.00
28	1515-3	INSTALL DETAIL 2 -T	470	LF	\$0.40	\$188.00	\$0.50	\$235.00	\$0.40	\$188.00	\$0.40	\$188.00	\$0.40	\$188.00	\$0.35	\$164.50	\$0.84	\$304.80
29	1515-3	INSTALL DETAIL 22-T	1720	LF	\$1.60	\$2,752.00	\$1.50	\$2,580.00	\$1.65	\$2,838.00	\$1.55	\$2,666.00	\$1.60	\$2,752.00	\$1.50	\$2,580.00	\$2.52	\$4,334.40
30	1515-3	INSTALL DETAIL 27B -T	4540	LF	\$0.75	\$3,405.00	\$0.65	\$2,951.00	\$0.80	\$3,632.00	\$0.65	\$2,951.00	\$0.75	\$3,405.00	\$0.70	\$3,178.00	\$0.96	\$4,358.40
31	1515-3	INSTALL DETAIL 29-T	420	LF	\$2.10	\$882.00	\$3.00	\$1,260.00	\$2.20	\$924.00	\$2.90	\$1,218.00	\$2.10	\$882.00	\$2.00	\$840.00	\$5.40	\$2,268.00
32	1515-3	INSTALL DETAIL 32-T	1440	LF	\$2.10	\$3,024.00	\$2.00	\$2,880.00	\$2.20	\$3,168.00	\$2.40	\$3,456.00	\$2.10	\$3,024.00	\$2.00	\$2,880.00	\$4.20	\$6,048.00
33	1515-3	INSTALL DETAIL 38-T	1400	LF	\$1.15	\$1,610.00	\$1.25	\$1,750.00	\$1.20	\$1,680.00	\$1.45	\$2,030.00	\$1.15	\$1,610.00	\$1.10	\$1,540.00	\$4.20	\$5,880.00
34	1515-3	INSTALL DETAIL 39-T	4900	LF	\$0.80	\$3,920.00	\$1.00	\$4,900.00	\$0.80	\$3,920.00	\$1.00	\$4,900.00	\$0.80	\$3,920.00	\$0.75	\$3,675.00	\$1.44	\$7,056.00
35	1515-3	INSTALL DETAIL 39A-T	1100	LF	\$0.80	\$880.00	\$1.00	\$1,100.00	\$0.80	\$880.00	\$1.00	\$1,100.00	\$0.80	\$880.00	\$0.75	\$825.00	\$1.44	\$1,584.00
36	1515-3	INSTALL BLUE RPM	43	EA	\$10.50	\$451.50	\$15.00	\$645.00	\$11.00	\$473.00	\$11.00	\$473.00	\$10.50	\$451.50	\$10.00	\$430.00	\$7.80	\$335.40
37	1520-3	INSTALL TRAFFIC LOOP DETECTOR	4	EA	\$500.00	\$2,000.00	\$600.00	\$2,400.00	\$580.00	\$2,320.00	\$620.00	\$2,480.00	\$610.00	\$2,440.00	\$580.00	\$2,320.00	\$600.00	\$2,400.00
38	1520-3	INSTALL TYPE D BICYCLE LOOP DETECTORS	4	EA	\$600.00	\$2,400.00	\$700.00	\$2,800.00	\$320.00	\$1,280.00	\$342.00	\$1,368.00	\$335.00	\$1,340.00	\$320.00	\$1,280.00	\$720.00	\$2,880.00
39	1530-4	INSTALL R1-1 STOP SIGN AND POST	9	EA	\$236.00	\$2,124.00	\$250.00	\$2,250.00	\$248.00	\$2,232.00	\$240.00	\$2,160.00	\$236.00	\$2,124.00	\$230.00	\$2,070.00	\$390.00	\$3,510.00
40	1530-4	INSTALL R1-1 STOP SIGN	2	EA	\$194.00	\$388.00	\$150.00	\$300.00	\$204.00	\$408.00	\$150.00	\$300.00	\$194.00	\$388.00	\$190.00	\$380.00	\$120.00	\$240.00
41	1530-4	INSTALL R1-3P ALL WAY SIGN	12	EA	\$105.00	\$1,260.00	\$75.00	\$900.00	\$110.00	\$1,320.00	\$70.00	\$840.00	\$105.00	\$1,260.00	\$100.00	\$1,200.00	\$48.00	\$576.00
42	1530-4	REMOVE AND REPLACE STREET NAME SIGN	64	EA	\$210.00	\$13,440.00	\$275.00	\$17,600.00	\$220.00	\$14,080.00	\$260.00	\$16,640.00	\$210.00	\$13,440.00	\$200.00	\$12,800.00	\$265.00	\$16,960.00
43	1530-4	REMOVE AND REPLACE SIGN POST	37	EA	\$89.00	\$3,293.00	\$125.00	\$4,625.00	\$94.00	\$3,478.00	\$115.00	\$4,255.00	\$89.00	\$3,293.00	\$85.00	\$3,145.00	\$240.00	\$8,880.00
44	1530-4	RE-INSTALL TRAFFIC SIGN	17	EA	\$210.00	\$3,570.00	\$100.00	\$1,700.00	\$220.00	\$3,740.00	\$90.00	\$1,530.00	\$210.00	\$3,570.00	\$200.00	\$3,400.00	\$30.00	\$510.00
Total Bid Amount						\$933,494.35		\$983,500.00		\$1,008,586.50		\$1,030,000.00		\$1,194,331.50		\$1,224,369.50		\$1,557,333.95

		SUBLIST	Toro Enterprises, Inc.	All American Asphalt	Granite Construction	Hardy and Harner	Berry General Engineering Contractors, Inc.	CA Rasmussen	Torres Construction
		Listed Subs	All American Asphalt 400 E Sixth St Corona, CA 92878	Superior 5312 Cypress St Cypress, CA 90630	All American Asphalt 400 E Sixth St Corona, CA 92878	All American Asphalt 400 E Sixth St Corona, CA 92878	Chrisp Company 2280 S Lilac Ave Bloomington, CA 92316	Chrisp Company 2280 S Lilac Ave Bloomington, CA 92316	California Professional 929 Otisbein Ave Unit E La Puente, CA 91748
			Case Land Surveying, Inc. 614 N Eckhoff Street Orange, CA 92868		Chrisp Company 2280 S Lilac Ave Bloomington, CA 92316	Case Land Surveying, Inc. 614 N Eckhoff Street Orange, CA 92868	EBS Utilities 1320 E 6th St #100 Corona, CA 92879	Cindy Trump Inc dba 925 W Mountain View La Habra, CA 90631	JM Engineering & 3382 La Cade Ave Los Angeles, CA 930039
			Chrisp Company 2280 S Lilac Ave Bloomington, CA 92316		Rubberized Crackfiller 800 E Walnut Ave Fullerton, CA 92831	EBS Utilities 1320 E 6th St #100 Corona, CA 92879	Pavement Coatings 10240 San Sevaime Way Jurupa Valley, CA 91752	EBS Utilities 1320 E 6th St #100 Corona, CA 92879	Super Seal & Stripe 310 A STREET Fillmore, CA 93016
			Cindy Trump Inc dba Lindys 625 W Mountain View La Habra, CA 90631			Pavement Recycling Systems 10240 San Sevaime Way Mira Loma, CA 91752	Pavement Recycling Systems 10240 San Sevaime Way Mira Loma, CA 91752	Pavement Recycling Systems 10240 San Sevaime Way Mira Loma, CA 91752	
			Rubberized Crackfiller 800 E Walnut Ave Fullerton, CA 92831			Superior 5312 Cypress St Cypress, CA 90630	Rubberized Crackfiller 800 E Walnut Ave Fullerton, CA 92831	Rubberized Crackfiller 800 E Walnut Ave Fullerton, CA 92831	
			Traffic Loops Crackfilling 946 S. Emerald Street Anaheim, CA 92804			Taft Electric Seat #2 1694 Eastman Ave Ventura, CA 93003	Taft Electric Seat #2 1694 Eastman Ave Ventura, CA 93003	Tree Smith enterprises, Inc. 1551 N Miller St Anaheim, CA 92806	
						Tree Smith enterprises, Inc. 1551 N Miller St Anaheim, CA 92806			

Legal Name	Registration Number	License Type/Number(s)	Registration Date	Expiration Date
TORO ENTERPRISES, INC.	1000002410	CSLB:710580	11/03/2014	06/30/2015

ATTACHMENT 2
PAGE 1 OF 1

**CITY OF OXNARD
SPECIFICATION NUMBER UD14-07**

**BID DOCUMENTS (BLUE SHEETS)
FOR**

**PROJECT TITLE: - HOBSON PARK WEST NEIGHBORHOOD
STREET RESURFACING**

BRIEF DESCRIPTION OF PROJECT: The project work consists of the resurfacing of existing asphalt concrete pavement. The work includes the milling of existing asphalt concrete pavement; placement and compaction of asphalt concrete; excavation & reconstruction of failed areas; concrete repairs; remove & replace of alley driveways; adjust utility covers to finished grade; removal & replacement of street name signs; and traffic striping.

Specification Number UD14-07 includes 15 pages of bid documents. Drawing No. 13-23A includes 8 sheets of plans.

Work must begin within 14 calendar days after the Notice to Proceed is issued. Work is to be complete in 75 working days. Liquidated damages will be assessed at \$2,000.00 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 Toro Enterprises, Inc.
Physical Address 2101 E. Ventura Blvd. Oxnard, CA 93030
Mailing Address P.O. Box 4285
City Oxnard State CA Zip Code 93031
Telephone No. 805-483-4515 Fax No. 805-483-2001

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

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ATTACHMENT 3
PAGE 1 OF 9

CITY OF OXNARD
SPECIFICATION NUMBER UD14-07

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 work includes mobilization/demobilization; traffic control; storm water pollution prevention plan; cold mill AC pavement; unclassified excavation; aggregate base Class 2; asphalt concrete Type III; asphalt rubber aggregate membrane (ARAM); asphalt rubber hot mix (ARHM); crack fill; slurry seal type II (RAP); remove & replace PCC cross gutter & spandrel; remove & replace PCC sidewalk; remove & replace PCC curb & gutter; install 24" root barrier; remove & replace PCC driveway; adjust manhole cover to finished grade; adjust water valve cover to finished grade; adjust survey monument cover to finished grade; install traffic striping & pavement markings; remove & replace street name signs and post; re-install traffic signs; miscellaneous work and existing facilities; and all incidental and appurtenant improvements and restorations specified on the Plans and herein these Special Provisions.

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

B-2

ATTACHMENT 3
PAGE 2 OF 9

CITY OF OXNARD
SPECIFICATION NUMBER UD14-07

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME Toro Enterprises, Inc.

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION. QTY*	UNIT COST	TOTAL
	STREET IMPROVEMENTS					
1	Mobilization/Demobilization	1101-2	LS	1	29,000.-	\$ 29,000.-
2	Traffic Control And Public Convenience And Safety	1505-3	LS	1	18,000.-	18,000.-
3	Storm Water Pollution Prevention Plan	1800-3	LS	1	3,000.-	3,000.-
4	Cold Mill AC Pavement	1110-3	SY	28,115	1.34	37,674.10
5	Unclassified Excavation	1120-4	CY	250	45.-	11,250.-
6	Class 2 Aggregate Base	1130-4	TN	50	58.-	2,900.-
7	Asphalt Concrete, Type III (DGAC-B2 PG 64-10)	1150-10	TN	350	140.-	49,000.-
8	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	1150-10	TN	120	140.-	16,800.-
9	Asphalt Rubber Hot Mix (ARHM-GG-C PG 64-16)	1152-10	TN	4,850	88.-	426,800.-
10	Crack Fill	1155-4	LS	1	36,000.-	36,000.-
11	Slurry Seal Type II (RAP)	1160-5	SY	23,700	2.25	53,325.-
12	Remove And Replace PCC Driveway	1174-6	SF	1,200	16.-	19,200.-
13	Remove And Replace PCC Sidewalk	1174-6	SF	2,700	7.-	18,900.-
14	Remove And Replace PCC Curb And Gutter (Type A2-6)	1174-6	LF	1,300	46.-	59,800.-
15	Remove And Replace PCC Curb And Gutter (Depressed)	1174-6	LF	230	46.-	10,580.-
16	Remove And Replace PCC Cross Gutter And Spandrel	1174-6	SF	1,260	18.-	22,680.-
17	Remove And Replace PCC Ribbon Gutter	1174-6	LF	50	70.-	3,500.-
18	Install 24" Root Barrier	1174-6	LF	500	25.-	12,500.-
19	Adjust Manhole Cover To Finished Grade	1185-3	EA	36	380.-	13,680.-
20	Adjust Water Valve Cover To Finished Grade	1185-3	EA	57	440.-	25,080.-
21	Adjust Survey Monument Cover To Finished Grade	1185-3	EA	20	400.-	8,000.-
22	Install "STOP" Pavement Marking (T)	1515-3	EA	27	131.-	3,537.-
23	Install "SLOW" Pavement Marking (T)	1515-3	EA	2	131.-	262.-

**Bidder's Failure to Complete
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B-3

ATTACHMENT 3
PAGE 3 OF 9

CITY OF OXNARD
SPECIFICATION NUMBER UD14-07

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME Toro Enterprises, Inc.

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QTY*	UNIT COST	TOTAL
24	Install Bike Lane Symbol & Arrow Pavement Marking (T)	1515-3	EA	16	79.-	\$ 1,264.-
25	Install Bike Loop Detector Symbol Pavement Marking (T)	1515-3	EA	4	52.-	208.-
26	Install Type IV Arrow Pavement Marking (T)	1515-3	EA	22	79.-	1,738.-
27	Install 12" Solid White (T)	1515-3	LF	1,025	3.15	3,228.75
28	Install Detail 2 (T)	1515-3	LF	470	.40	188.-
29	Install Detail 22 (T)	1515-3	LF	1,720	1.60	2,752.-
30	Install Detail 27B (T)	1515-3	LF	4,540	.75	3,405.-
31	Install Detail 29 (T)	1515-3	LF	420	2.10	882.-
32	Install Detail 32 (T)	1515-3	LF	1,440	2.10	3,024.-
33	Install Detail 38 (T)	1515-3	LF	1,400	1.15	1,610.-
34	Install Detail 39 (T)	1515-3	LF	4,900	.80	3,920.-
35	Install Detail 39A (T)	1515-3	LF	1,100	.80	880.-
36	Install Blue RPM	1515-3	EA	43	10.50	451.50
37	Install Traffic Loop Detectors	1520-3	EA	4	500.-	2,000.-
38	Install Type D Bicycle Loop Detectors	1520-3	EA	4	600.-	2,400.-
39	Install R1-1 "STOP" Sign And Post	1530-4	EA	9	236.-	2,124.-
40	Install R1-1 "STOP" Sign	1530-4	EA	2	194.-	388.-
41	Install R1-3P "ALL WAY" Sign	1530-4	EA	12	105.-	1,260.-
42	Remove And Replace Street Name Sign	1530-4	EA	64	210.-	13,440.-
43	Remove And Replace Sign Post	1530-4	EA	37	89.-	3,293.-
44	Re-Install Traffic Sign	1530-4	EA	17	210.-	3,570.-
GRAND TOTAL				\$ 933,494.85		

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

B-3A

ATTACHMENT 3
PAGE 7 OF 9

CITY OF OXNARD
SPECIFICATION NUMBER UD14-07

BID SCHEDULE OF WORK AND PRICES

GRAND TOTAL SUBMITTED - \$ 933,494.35

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	4/13/15		

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 4/28/15 AT Oxnard, CA

COMPANY NAME Toro Enterprises, Inc.

SIGNATURE [Signature] TITLE Sean Castillo, Pres.
(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
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B-4

ATTACHMENT 3
PAGE 5 OF 9

CITY OF OXNARD
SPECIFICATION NUMBER UD14-07

BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATION

BIDDER'S NAME Toro Enterprises, 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.



Sean Castillo, Pres.

SIGNATURE OF BIDDER

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

B-8

ATTACHMENT 3
PAGE 6 OF 9

CITY OF OXNARD
SPECIFICATION NUMBER UD14-07

BIDDER'S AFFIDAVIT

PROJECT Hobson Park West Neighborhood Resurfacing

I depose and say that I am Sean Castillo, President
(Print or type name and title)

of Toro Enterprises, Inc.
(Name of Company)

P.O. Box 12285 Oxnard CA 92031
(Address) (City) (State) (Zip Code)

Contractor's CA DIR Registration Number (Per SB854): 1000002410

A VALID CURRENT CALIFORNIA STATE CONTRACTOR'S LICENSE REQUIRED TO BID:

Contractor's License No. 710580 FED TAX ID. # 77-03966663

Classification: A

Contractor's License Expiration Date: 2/31/15

City of Oxnard Business License Number(Not Required to Bid): _____

Data Universal Numbering System (D-U-N-S #): 961950441

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 4/28/15 at Oxnard, California.

I certify or declare under penalty of perjury that the foregoing is true and correct.

(CORPORATE SEAL)

Sean Castillo, Pres.
SIGNATURE

**Bidder's Failure to Complete
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May Cause Rejection of Your Bid**

B-9

ATTACHMENT 3
PAGE 2 OF 9

**CITY OF OXNARD
SPECIFICATION NUMBER UD14-07**

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?	✓	
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.		✓
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.		✓
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.		✓
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.		✓
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.		✓
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.		✓
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.		✓
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.		✓
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.		✓
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.	✓	
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.	✓	
13	Prime Contractor and all of their listed Subcontractors MUST be registered with the State of CA DIR as required by SB 854.	✓	

Contractor Officer's Signature: _____

Title Sean Castillo, Pres

4/20/15

Date

Bidder's Failure to Complete All Items Contained On This Page May Cause Rejection of Your Bid

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ATTACHMENT 3
PAGE 8 OF 9

CITY OF



General Services Contract Procurement
Maint. Yard, 1060 Pacific Ave., Bldg. 2 - Oxnard, CA 93030
(805) 385-7821 - Fax (805) 385-8360

April 13, 2015

ADDENDUM NO. 1
SPECIFICATION NO. UD14-07
HOBSON PARK WEST NEIGHBORHOOD RESURFACING

SCHEDULED BID OPENING DATE: APRIL 29, 2015

TO ALL BIDDERS OF RECORD

Acknowledge receipt of this addendum by enclosing one signed copy with your bid documents. *Failure to do so may subject bidder to disqualification. This addendum 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. Bid Documents, B Section, Page B-2-**PROJECT OVERVIEW -DESCRIPTION IS REVISED; Asphalt Rubber Aggregate Membrane (ARAM) - REMOVED** from the Description - **There is NO ARAM in this project work scope.** Bidders File Copy and Blue Bid Sheet are included.

Addendum No. 1
Specification No. UD14-07
HOBSON PARK WEST NEIGHBORHOOD RESURFACING

The undersigned hereby acknowledges receipt of Addendum No. 1 consisting of the following:

1. One (1) page of text
Page B-2 -Description - Bidder's File Copy - 1 Page
Page B-2 -Description - Blue Bid Sheet - 1 Page

Addendum No. 1 Received: Date: 4/13/15

Toro Enterprises, Inc.
Company

[Signature]
Authorized Signature

Sean Castillo, Pres
Name and Title, Typed

2101 E. Ventura Blvd.
Address of Company

Oxnard CA 93030
City State Zip Code

805-483-4515
Telephone Number, including Area Code



Occupational Safety & Health Administration We Can Help

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[Home](#) [Workers](#) [Regulations](#) [Enforcement](#) [Data & Statistics](#) [Training](#) [Publications](#) [Newsroom](#) [Small Business](#)
[Anti-Retaliation](#)

Reflects inspection data through 04/15/2015

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](#).

Can't find it?

[Wildcard use %](#)

[Basic Establishment Search Instructions](#)

[Advanced Search Syntax](#)

Your Establishment search returned 0 results.

Establishment	Toro Enterprises, Inc.		
State	California	Fed & State	
OSHA Office	All Offices		
Case Status	☒ All ☐ Closed ☐ Open		
Violation Status	☒ All ☐ With Violations ☐ Without Violations		
Inspection Date			
Start Date	April	4	2009
End Date	April	4	2015
Submit Reset			

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

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.

The source of the information in the IMIS is the local federal or state office in the geographical area where the activity occurred. Information is entered as events occur in the course of agency activities. Until cases are closed, IMIS entries concerning specific OSHA inspections are subject to continuing correction and updating, particularly with regard to citation items, which are subject to modification by amended citations, settlement agreements, or as a result of contest proceedings. THE USER SHOULD ALSO BE AWARE THAT DIFFERENT COMPANIES MAY HAVE SIMILAR NAMES AND CLOSE ATTENTION TO THE ADDRESS MAY BE NECESSARY TO AVOID MISINTERPRETATION.

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.

[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

ATTACHMENT 4

PAGE 1 OF 1

**CITY OF OXNARD
SPECIFICATION NUMBER UD14-07**

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Toro Enterprises, 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. All American Asphalt	400 E. sixth st. Corona, CA	Type II slurry	267073	A
2. Rubberized Crackfiller Sealant, Inc.	800 E. Walnut Ave Fullerton, CA	Crack sealing (Portion)	484758	C-32
3. Case Land surveying	614 N. Eckhoff St. Orange, CA	survey/ tie out monuments	65411	L

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

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ATTACHMENT 5
PAGE 1 OF 2

**CITY OF OXNARD
SPECIFICATION NUMBER UD14-07**

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Toro Enterprises, 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. Chrisp Company	2280 S. Lilac Ave Bloomington, CA	striping, Marking	394600	A C-32
5. Cindy Trump Inc.	625 West Mountain View La Habra, CA	Cold Plane	754500	A
6. Traffic Loops Crackfilling, Inc.	946 S. Emerald St. Anaheim, CA	traffic loops	652956	C-10
7.				
8.				
9.				

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

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ATTACHMENT 5
PAGE 2 OF 2

CITY OF OXNARD
SPECIFICATION NUMBER UD14-07

REFERENCES

BIDDER'S NAME Toro Enterprises, 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		
Del Norte Blvd. Improvements		
Owner	Project Location	
City of Oxnard	Oxnard, CA	
Project Cost	Project Manager	Telephone
1,776,547.-	Raymond Williams	805-385-7902

Project Description		
2012-2013 Overlay - Slurry Seal Project		
Owner	Project Location	
City of Santa Clarita	Santa Clarita, CA	
Project Cost	Project Manager	Telephone
3,892,036.-	Bill Whitlatch	661-255-4933

Project Description		
Pavement Rehabilitation - Ojai / West Ventura Areas, Phase III		
Owner	Project Location	
County of Ventura	Ojai, CA	
Project Cost	Project Manager	Telephone
1,393,297.-	Ariel Braza	805-454-2058


SIGNATURE OF BIDDER
Sean Castillo, Pres

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

In the Superior Court of the State of California

IN AND FOR THE COUNTY OF VENTURA

CERTIFICATE OF PUBLICATION

TYPE OF NOTICE

NOTICE TO BIDDERS

PROJECT SPECIFICATION NUMBER

UD14-07

STATE OF CALIFORNIA
COUNTY OF VENTURA

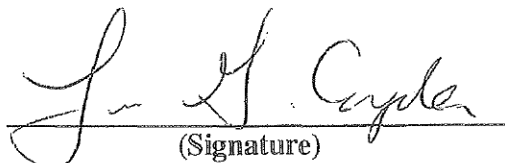
I Luis Ayala

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.

March 26, 2015, April 2, 2015

I certify under penalty of perjury that the foregoing is true and correct, at Oxnard, County of Ventura, State of California, on the

2nd day of April 2015


(Signature)

NOTICE TO BIDDERS

The Oxnard City Council has authorized the invitation to bid on Project Specification Number UD14-07 for the Hobson Park West Neighborhood Street Resurfacing Project. The work will consist of resurfacing of existing asphalt concrete pavement, including milling; placement and compaction of asphalt concrete and excavation & reconstruction of failed areas; concrete repairs; remove & replace alley driveways; adjust utility covers; replace street signs and traffic striping. The work designated in this specification will require the Contractor to possess a State of California General Engineering Contractor's License, Class A to be considered as a prime contractor qualified for award of this project. Per City policy no engineer's construction estimates are provided on public bid projects. New Public Works Contractor Registration Law (SB 854) 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, CyberCopyUSA - www.cybercopyreprographics.com, or phone (805) 642-3292; fax (805) 715-1535 for a non-refundable fee of \$75.00 plus \$25.00 shipping and handling starting on MONDAY, MARCH 30, 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 non-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, APRIL 8, 2015. All prospective bidders are urged to attend.

All contractors will pay prevailing wages for each classification and type of worker under the California State Department of Industrial Wage Determinations. The HIGHER of the State or Federal Wage Rate when required, 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

ATTACHMENT 7
PAGE 1 OF 2

Certificate of Publication

Ad # 363753

In Matter of Publication of:

Legal Notice

State of California)

))§

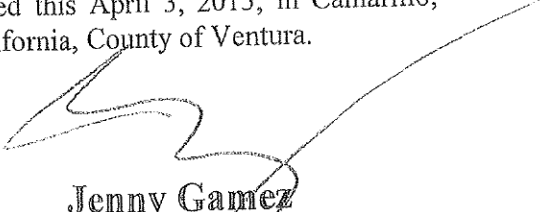
County of Ventura)

I, **Jenny Gamez**, 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:

March 27, April 3, 2015

I, Jenny Gamez certify under penalty of perjury, that the foregoing is true and correct.

Dated this April 3, 2015; in Camarillo, California, County of Ventura.


Jenny Gamez
(Signature)

NOTICE TO BIDDERS

The Oxnard City Council has authorized the invitation to bid on Project Specification Number UD14-07 for the Hobson West Neighborhood Street Resurfacing Project. The work will consist of resurfacing of existing asphalt concrete pavement, including milling, placement and compaction of asphalt concrete and excavation & reconstruction of failed areas; concrete repairs; remove & replace alley driveways; adjust utility covers; replace street signs and traffic striping. The work designated in this specification will require the Contractor to possess a State of California General Engineering Contractor's License, Class A, 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. New 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, CyberCopyUSA - www.cybercopyusa.com; or phone (805) 642-9292; fax (805) 715-1535 for a non-refundable fee of \$75.00 plus \$25.00 shipping and handling starting on MONDAY, MARCH 30, 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 non-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, APRIL 8, 2015. All prospective bidders are urged to attend.

All contractors will pay prevailing wages for each classification and type of worker under the California State Department of Industrial Wage Determinations. The HIGHER of the State or Federal Wage Rate when required, 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 City of Oxnard 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, APRIL 29, 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.

Ad Dates 03/27/15 & 04/03/15 Ad No.363753

ATTACHMENT 7

PAGE 2 OF 2



Meeting Date: 03/3/15

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 *JD* Agenda Item No. *5-9*Reviewed By: City Manager *JM* City Attorney *JB* Finance *Bur Mike* Public Works

DATE: February 18, 2015

TO: City Council

FROM: Daniel Rydberg, Interim Utilities Director *DL*
Utilities Department

SUBJECT: UD14-07 Hobson Park West Neighborhood Street Resurfacing

RECOMMENDATION

That City Council approve Project Specification No. UD14-07 for the improvements of streets, sidewalks, curbs, gutters, and replacement of street name signs in the Hobson Park West Neighborhood and authorizes staff to solicit bids.

DISCUSSION

The Hobson Park West Neighborhood Street Resurfacing Project is bounded eastward to Saviers Road, westward to "J" Street, northward to Channel Islands Boulevard, and southward to West Yucca Street. The specific work includes; the furnishing of all materials, tools, equipment, and labor required to improve the streets from curb to curb, milling of existing pavement and placement of asphalt, excavation and reconstruction of failed pavement, sidewalk, curb, and gutter repairs, adjust utility covers to finished grade, removal and replacement of street name signs, and traffic markings. The project plans and specifications are designed to provide a useful life cycle of approximately 20 years to the streets, and over 20 years to curbs, gutters and sidewalks in the Hobson Park West Neighborhood. The project specifications are in compliance with the Americans with Disabilities Act.

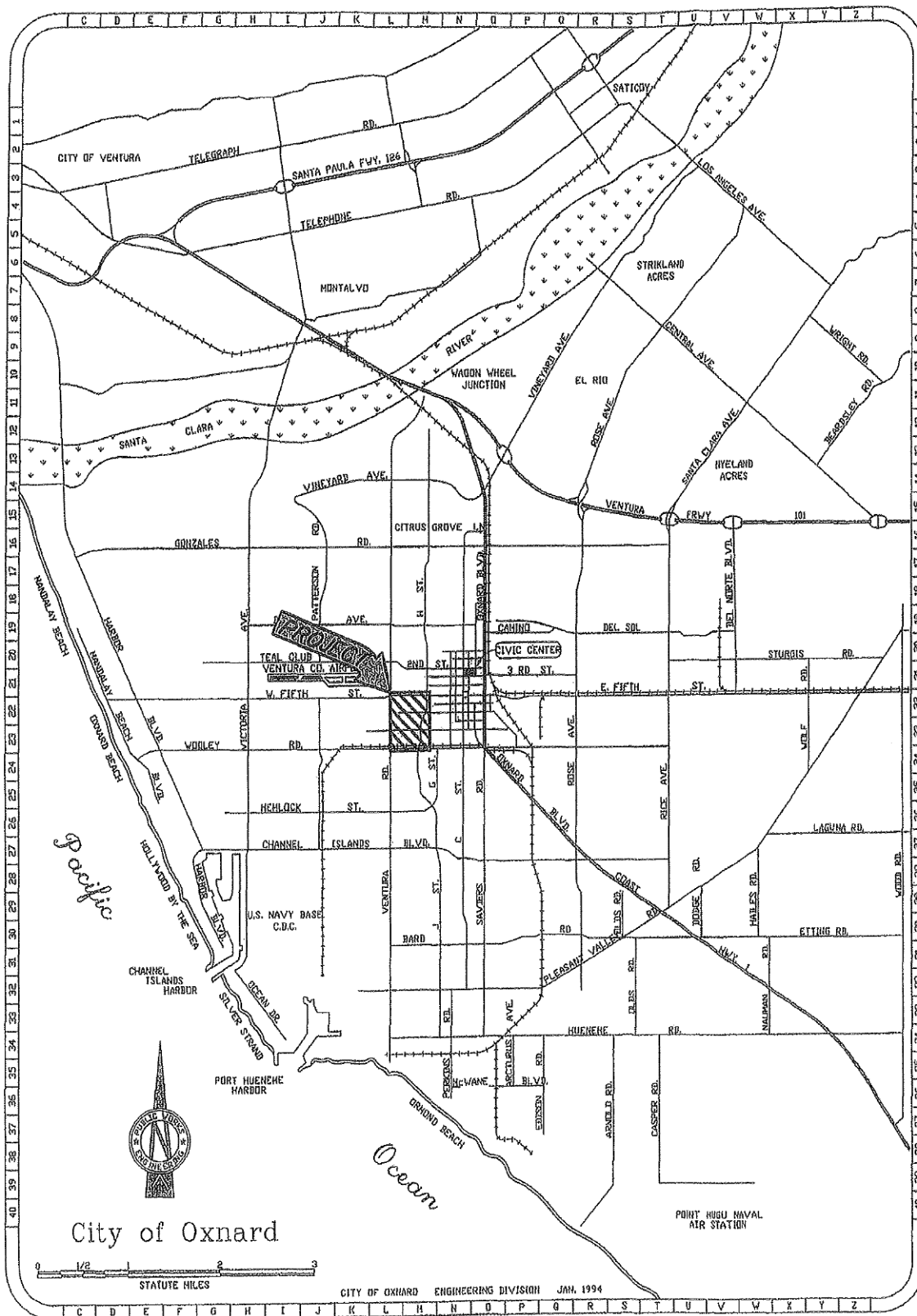
FINANCIAL IMPACT

Funding is provided by a Half Cent Sales Tax. Hobson is currently funded from Measure O in amount of \$1.4 million and was not identified as a component of Lease Revenue Bonds. After the project bids are received and evaluated, staff will return to City Council to recommend approval of the lowest responsible bidder.

Attachment #1 - Project Site Map

Note: Plans and specifications for UD14-07 for the Hobson Park West Neighborhood Street Resurfacing Project are available for review at the City of Oxnard Corporate Yard, General Services Department, Building No. 2, 1600 Pacific Avenue after 8:00 a.m. on Thursday prior to the City Council meeting.

ATTACHMENT *8*
PAGE *1* OF *2*



LOCATION MAP
 HOBSON PARK WEST NEIGHBORHOOD
 RESURFACING PROJECT

Attachment 8
 Page 2 of 2

REQUEST FOR BUDGET APPROPRIATION

Department: Utilities
Project/Program _____
Manager: Balderrama

Date: May 21, 2015
Phone: 385-7839

Reason for Appropriation:

To fund the Hobson Park West Street Resurfacing

Accounts and Descriptions

AMOUNT

Fund: 104 - Measure O

Expenditures/Transfers Out

143114 - Hobson Park Street Resurfacing

104-3015-826.82-08 Services - Construction (1,400,000)

Sub-total Expenditures (1,400,000)

Net Change to Fund Balance (1,400,000)

314 - Lease Revenue Project and Refunding Bonds, Series 2014

Expenditures/Transfers Out

153117 - Fremont North Street Resurfacing Project

314-3024-826.86-05 Improvements Not Buildings - Major (1,400,000)

Sub-total Revenues (1,400,000)

Expenditures/Transfers Out

143114 - Hobson Park Street Resurfacing

314-3015-826.82-08 Services - Construction 1,400,000

Sub-total Expenditures 1,400,000

Net Change to Fund Balance 0

Approvals

Department Director

Daniel Robey

Chief Financial Officer

D. Robinson

City Manager

D. Robinson

REQUIRES CITY COUNCIL AUTHORIZATION

BA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Revised : 2/23/2012

ATTACHMENT NO. 9

PAGE 1 OF 1

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☐ Info/Consent
☐ Ord. No(s). _____	☒ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By Lou Balderrama, City Engineer *DBM* Agenda Item No. L-6

Reviewed By: City Manager *JM* City Attorney *JBD* Finance *WJ* Utilities *DBM*

DATE: May 18, 2015

TO: City Council

FROM: Daniel Rydberg, P.E., Interim Utilities Director *DBM*
Public Works Department

SUBJECT: Approval of Lowest Responsible and Responsive Bid and Authorization to Issue and Execute a Contract (A-7778) for UD15-10- Channel Islands Neighborhood Resurfacing Project

RECOMMENDATION

That City Council award contract A-7778 to the lowest responsible and responsive bidder, Toro Enterprises, Inc. in the amount of \$1,274,294.25 for the UD15-10-Channel Islands Neighborhood Resurfacing Project, and authorize the purchasing agent to execute the contract upon receipt of final documents.

DISCUSSION

On March 3, 2015, City Council approved project specifications and authorized a public bid process for UD15-10-Channel Islands Neighborhood Resurfacing Project. The first advertisement for the public bid was on March 26, 2015. The public bid process started March 30, 2015 and closed with a public bid opening on April 29, 2015. City Procurement received seven bids as follows:

Toro Enterprises, Inc.	\$1,274,294.25
J&H Engineering	\$1,347,844.00
All American Asphalt	\$1,369,787.50
Granite Construction	\$1,375,133.00
CA Rasmussen	\$1,561,964.50
Berry General Engineering	\$1,603,527.00
Hardy and Harper	\$1,738,610.00

Department staff has agreed with the award of this contract to Toro Enterprises, Inc., following receipt of procurement staff review of all documentation received including checks of required license, Occupational Safety & Health Administration (OSHA) web site, records for debarment, and any labor compliance issues. The bid received from Toro Enterprises, Inc. has been found to be a responsible and responsive bid.

Approval of Lowest Responsible and Responsive Bid and Authorization to Issue and Execute a Contract (A-7778) for UD15-10- Channel Islands Neighborhood Resurfacing Project

May 18, 2015

Page 2

The project consists of the resurfacing of existing asphalt concrete pavement including the milling of existing asphalt concrete pavement; placement and compaction of asphalt concrete; slurry seal & crackfill; asphaltic rubberized hot mix cape seal; excavation and reconstruction of failed areas; concrete repairs; adjustment of utility covers to finished grade; removal and replacement of street name signs; and traffic striping. The project is scheduled to begin 14 days after the Notice to Proceed is sent and work is to be completed within 90 days.

Engineer's Estimate of Costs

Contract Price	\$1, 274,294.25
Contract Contingencies	127,430.00
City Labor	<u>159,286.00</u>
TOTAL	\$1,561,010.25

FINANCIAL IMPACT

Funding for work under this contract will be from Lease Revenue Bond Transportation Street Improvements in Channel Islands Resurface project 153113.

- Attachment #1 - Tabulation of Bids
#2 - Registration No. CA DIR
#3 - Bid Package – Toro Enterprises, Inc.
#4 - OSHA Report
#5 – Subcontractors
#6 - References
#7 – Certificate of Publication-Public Notice
#8 - Staff Report –Council Approval to Bid
#9 - Map

UD15-10-Channel Islands Neighborhood Street Resurfacing																					
Owner: City of Oxnard				* marks an allowance				Toro Enterprises, Inc.		J&H Engineering		All American Asphalt		Granite Construction		CA Ramussen		Berry General Engineering		Hardy and Harper	
Bid Opening: 04/29/15								2101 E Ventura Blvd Oxnard, CA 93036 US Bidder Status: Under Review		4022 Camino Rancho Suite B Camarillo, CA 93012 US Bidder Status: Under Review		400 E Sixth St Carson, CA 92878 US Bidder Status: Under Review		5335 Debbie Lane Santa Barbara, CA 93111 US Bidder Status: Under Review		28348 Livingston Ave. Santa Clarita, CA 91355 US Bidder Status: Under Review		350 W Lewis St Ventura, CA 93001 US Bidder Status: Under Review		1312 E Warner Ave Santa Ana, CA 92705-541 US Bidder Status: Under Review	
UD15-10-Channel Islands Neighborhood Street Resurfacing																					
				#1		#2		#3		#4		#5		#6		#7					
Item #	Item Code	Item Description	Quantity	Unit of Measure	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total			
1	1101-2	MOBILIZATION AND DEMOBILIZATION	1	LS	\$62,000.00	\$62,000.00	\$45,000.00	\$45,000.00	\$49,405.00	\$49,405.00	\$35,000.00	\$35,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$45,500.00	\$45,500.00			
2	1505-3	TRAFFIC CONTROL AND PUBLIC CONVENIENCE AND SAFETY	1	LS	\$35,000.00	\$35,000.00	\$20,000.00	\$20,000.00	\$50,000.00	\$50,000.00	\$35,167.00	\$35,167.00	\$72,000.00	\$72,000.00	\$36,660.00	\$36,660.00	\$80,000.00	\$80,000.00			
3	1800-3	STORM WATER POLLUTION PREVENTION PLAN	1	LS	\$7,000.00	\$7,000.00	\$10,000.00	\$10,000.00	\$7,000.00	\$7,000.00	\$5,000.00	\$5,000.00	\$6,700.00	\$6,700.00	\$19,970.00	\$19,970.00	\$5,000.00	\$5,000.00			
4	1110-3	COLD MILL AC PAVEMENT 2-IN MAX	39900	SY	\$1.84	\$73,416.00	\$2.20	\$87,780.00	\$4.00	\$1,59,600.00	\$2.15	\$85,785.00	\$2.30	\$91,770.00	\$2.97	\$118,503.00	\$2.34	\$93,366.00			
5	1120-4	UNCLASSIFIED EXCAVATION	100	CY	\$55.00	\$5,500.00	\$69.00	\$6,900.00	\$100.00	\$10,000.00	\$148.00	\$14,800.00	\$150.00	\$15,000.00	\$56.35	\$5,635.00	\$110.00	\$11,000.00			
6	1130-4	CLASS 2 AGGREGATE BASE	100	TN	\$55.00	\$5,500.00	\$57.00	\$5,700.00	\$80.00	\$8,000.00	\$25.00	\$2,500.00	\$108.00	\$10,800.00	\$42.10	\$4,210.00	\$35.00	\$3,500.00			
7	1150-10	ASPHALT CONCRETE, TYPE III -DGAC-B2 PG 64	10	TN	\$150.00	\$1,500.00	\$185.00	\$1,850.00	\$130.00	\$1,300.00	\$113.00	\$1,130.00	\$250.00	\$2,500.00	\$249.90	\$2,491.00	\$145.00	\$1,450.00			
8	1150-10	ASPHALT CONCRETE TYPE III -DGAC-C2 PG 64	60	TN	\$150.00	\$9,000.00	\$175.00	\$10,500.00	\$120.00	\$7,200.00	\$122.00	\$7,320.00	\$220.00	\$13,200.00	\$238.85	\$14,331.00	\$145.00	\$8,700.00			
9	1151-3	ASPHALT RUBBER AGGREGATE MEMBRANE - ARAM	15600	SY	\$5.40	\$84,240.00	\$7.10	\$110,760.00	\$5.30	\$82,680.00	\$5.20	\$81,120.00	\$6.00	\$93,600.00	\$6.80	\$106,080.00	\$6.85	\$106,860.00			
10	1152-10	ASPHALT RUBBER HOT MIX -ARHM-GG-C PG 64-16	6030	TN	\$91.00	\$627,900.00	\$85.00	\$655,500.00	\$89.00	\$683,100.00	\$107.00	\$738,300.00	\$101.00	\$696,900.00	\$105.45	\$727,605.00	\$115.00	\$795,500.00			
11	1153-4	CRACK FILL	1	LS	\$56,000.00	\$56,000.00	\$45,000.00	\$45,000.00	\$15,000.00	\$15,000.00	\$32,300.00	\$32,300.00	\$36,000.00	\$36,000.00	\$74,080.00	\$74,080.00	\$57,800.00	\$57,800.00			
12	1160-5	SLURRY SEAL TYPE II -RAP	67000	SY	\$2.15	\$1,430,500.00	\$2.18	\$1,450,860.00	\$1.75	\$1,168,750.00	\$2.20	\$1,484,000.00	\$2.30	\$1,549,000.00	\$2.25	\$1,507,500.00	\$2.30	\$1,509,000.00			
13	1174-6	REMOVE AND REPLACE PCC DRIVEWAY	250	SF	\$20.00	\$5,000.00	\$20.00	\$5,000.00	\$11.00	\$2,750.00	\$25.00	\$6,250.00	\$18.00	\$4,500.00	\$19.50	\$4,875.00	\$15.00	\$3,750.00			
14	1174-6	REMOVE AND REPLACE PCC SIDEWALK	800	SF	\$8.00	\$6,400.00	\$15.00	\$12,000.00	\$7.00	\$5,600.00	\$13.00	\$10,400.00	\$6.50	\$5,200.00	\$9.60	\$7,680.00	\$6.00	\$4,800.00			
15	1174-6	INSTALL PCC CURB RAMP, CASE B TYPE 2	21	EA	\$2,300.00	\$48,300.00	\$2,875.00	\$60,375.00	\$3,600.00	\$75,600.00	\$1,500.00	\$31,500.00	\$3,100.00	\$65,100.00	\$3,288.00	\$69,048.00	\$4,100.00	\$8,610.00			
16	1174-6	REMOVE AND REPLACE PCC CURB AND GUTTER, TYPE A2-6	160	LF	\$50.00	\$8,000.00	\$45.00	\$7,200.00	\$50.00	\$8,000.00	\$66.00	\$10,560.00	\$71.00	\$11,360.00	\$67.00	\$10,720.00	\$70.00	\$11,200.00			
17	1174-6	REMOVE AND REPLACE PCC CURB AND GUTTER WITH PCC CURB-TYPE A1-6	100	LF	\$50.00	\$5,000.00	\$35.00	\$3,500.00	\$55.00	\$5,500.00	\$42.00	\$4,200.00	\$72.00	\$7,200.00	\$67.00	\$6,700.00	\$75.00	\$7,500.00			
18	1174-6	INSTALL 4 FT. WIDE PCC RIBBON GUTTER	32	LF	\$75.00	\$2,400.00	\$75.00	\$2,400.00	\$130.00	\$4,160.00	\$135.00	\$4,320.00	\$82.00	\$2,624.00	\$139.50	\$4,464.00	\$100.00	\$3,200.00			
19	1174-6	GRIND PCC SIDEWALK	150	LF	\$15.00	\$2,250.00	\$17.00	\$2,550.00	\$15.00	\$2,250.00	\$30.00	\$4,500.00	\$10.00	\$1,500.00	\$33.00	\$4,950.00	\$12.00	\$1,800.00			

ATTACHMENT
PAGE 1 OF 3

						Toro Enterprises, Inc.	J&H Engineering	All American Asphalt	Granite Construction	C.A. Rasmussen	Berry General Engineering	Hardy and Harper							
20	1174-6	INSTALL 24-IN. ROOT BARRIER	75	LF		\$35.00	\$2,625.00	\$40.00	\$3,000.00	\$30.00	\$9,350.00	\$41.00	\$3,075.00	\$22.20	\$1,665.00	\$45.00	\$3,375.00		
21	1185-3	ADJUST MANHOLE COVER TO FINISHED GRADE	70	EA		\$385.00	\$26,950.00	\$550.00	\$38,500.00	\$350.00	\$24,500.00	\$650.00	\$45,500.00	\$1,600.00	\$112,000.00	\$1,309.00	\$91,630.00	\$1,650.00	\$115,500.00
22	1185-3	ADJUST WATER VALVE COVER TO FINISHED GRADE	85	EA		\$445.00	\$37,825.00	\$400.00	\$34,000.00	\$160.00	\$13,600.00	\$480.00	\$40,800.00	\$700.00	\$59,500.00	\$704.00	\$59,840.00	\$735.00	\$62,475.00
23	1185-3	ADJUST WATER METER BOX TO FINISHED GRADE	5	EA		\$335.00	\$1,675.00	\$350.00	\$1,750.00	\$600.00	\$3,000.00	\$480.00	\$2,400.00	\$830.00	\$3,150.00	\$810.00	\$4,050.00	\$300.00	\$1,500.00
24	1185-3	ADJUST SURVEY MONUMENT COVER TO FINISHED GRADE	25	EA		\$400.00	\$10,000.00	\$550.00	\$13,750.00	\$400.00	\$10,000.00	\$480.00	\$12,000.00	\$400.00	\$12,250.00	\$515.00	\$12,875.00	\$735.00	\$18,375.00
25	1515-3	INSTALL STOP PAVEMENT MARKING -T	15	EA		\$208.00	\$3,120.00	\$172.00	\$2,580.00	\$150.00	\$2,250.00	\$169.00	\$2,535.00	\$300.00	\$3,000.00	\$158.00	\$2,370.00	\$150.00	\$2,250.00
26	1515-3	INSTALL TYPE IV ARROW PAVEMENT MARKING -T	5	EA		\$94.00	\$470.00	\$98.00	\$490.00	\$75.00	\$375.00	\$96.00	\$480.00	\$90.00	\$450.00	\$89.00	\$445.00	\$150.00	\$750.00
27	1515-3	INSTALL 12-IN SOLID WHITE -T	600	LF		\$2.40	\$1,440.00	\$3.50	\$2,100.00	\$2.00	\$1,200.00	\$4.00	\$2,400.00	\$2.50	\$1,500.00	\$3.15	\$1,890.00	\$6.00	\$3,600.00
28	1515-3	INSTALL DOUBLE WHITE SOLID PARKING STALL -T	1850	LF		\$2.40	\$4,440.00	\$2.30	\$4,255.00	\$2.00	\$3,700.00	\$3.00	\$5,550.00	\$2.30	\$4,255.00	\$2.10	\$3,985.00	\$5.50	\$10,175.00
29	1515-3	INSTALL DETAIL 22-T	340	LF		\$1.25	\$425.00	\$2.90	\$986.00	\$2.00	\$680.00	\$3.00	\$1,020.00	\$1.20	\$408.00	\$2.60	\$884.00	\$2.10	\$714.00
30	1515-3	INSTALL DETAIL 38-T	50	LF		\$4.15	\$207.50	\$2.90	\$145.00	\$2.00	\$100.00	\$3.00	\$150.00	\$4.60	\$230.00	\$2.60	\$130.00	\$2.10	\$105.00
31	1515-3	PAINT CURB RED	1000	LF		\$1.00	\$1,000.00	\$2.30	\$2,300.00	\$2.00	\$2,000.00	\$3.00	\$3,000.00	\$1.00	\$1,000.00	\$2.10	\$2,100.00	\$1.50	\$1,500.00
32	1515-3	INSTALL BLUE RPM	75	EA		\$8.85	\$663.75	\$11.50	\$862.50	\$25.00	\$1,875.00	\$12.00	\$900.00	\$8.50	\$637.50	\$11.00	\$825.00	\$12.00	\$900.00
33	1520-3	INSTALL TRAFFIC LOOP DETECTORS	4	EA		\$730.00	\$2,920.00	\$667.00	\$2,668.00	\$800.00	\$3,200.00	\$580.00	\$2,320.00	\$580.00	\$2,320.00	\$609.00	\$2,436.00	\$1,000.00	\$4,000.00
34	1530-4	REMOVE AND REPLACE STREET NAME SIGN	85	EA		\$208.00	\$17,680.00	\$287.30	\$24,437.50	\$275.00	\$23,375.00	\$280.00	\$23,800.00	\$95.00	\$8,075.00	\$263.00	\$22,355.00	\$905.00	\$33,375.00
35	1530-4	REMOVE AND REPLACE SIGN POST	26	EA		\$187.00	\$5,362.00	\$109.33	\$3,295.00	\$125.00	\$3,250.00	\$107.00	\$2,996.00	\$395.00	\$8,260.00	\$100.00	\$2,800.00	\$185.00	\$5,180.00
36	1530-4	RE-INSTALL TRAFFIC SIGN	12	EA		\$63.00	\$756.00	\$930.00	\$9,760.00	\$150.00	\$1,800.00	\$225.00	\$2,700.00	\$75.00	\$900.00	\$210.00	\$2,520.00	\$150.00	\$1,800.00
Bid List Total:							\$1,274,294.25	\$1,347,844.80	\$1,369,787.50	\$1,378,133.00	\$1,561,964.50	\$1,203,527.00	\$1,738,210.00						
						Total Bid Amount:	\$1,274,294.25	\$1,347,844.80	\$1,369,787.50	\$1,378,133.00	\$1,561,964.50	\$1,203,527.00	\$1,738,210.00						

ATTACHMENT
PAGE 2 OF 3

SUB LISTED	Toro Enterprises, Inc.	J&H Engineering	All American Asphalt	Granite Construction	CA Rasmussen	Berry General Engineering	Hardy and Harper
Listed Subs	All American Asphalt 400 E Sixth St Corona, CA 92878 AMERICAN PAVEMENT 1012 11TH STREET SUITE Modesto, CA 95354 Austin Enterprises PO Box 81926 Bakersfield, CA 93380 Case Land Surveying, Inc. 614 N Eklhoff Street Orange, CA 92868 P.C.I. Striping Traffic Loops Crackfilling, 946 S Emerald Street Anaheim, CA 92804	AA & P Constructors, Inc. PO Box 4153 Ventura, CA 930070153 American Asphalt South 14436 Santa Ana Avenue Folsom, CA 92337 Chrisp Company 2280 South Lilac Ave Bloomington, CA 92316 Lindy's Cold Planting 625 W Mountain View La Habra, CA 90631 Manhole Adjusting, Inc. 9500 Beverly Rd Pico Rivera, CA 90660	AMERICAN PAVEMENT 1012 11TH STREET SUITE Modesto, CA 95354 Superior Pavement 5312 Cypress Street Cypress, CA 90630	All American Asphalt 400 E Sixth St Corona, CA 92878 AMERICAN PAVEMENT 1012 11TH STREET SUITE Modesto, CA 95354 Austin Enterprises PO Box 81926 Bakersfield, CA 93380 Chrisp Company 2280 South Lilac Ave Bloomington, CA 92316	AMERICAN PAVEMENT 1012 11TH STREET SUITE Modesto, CA 95354 Austin Enterprises PO Box 81926 Bakersfield, CA 93380 EBS Utilities 1320 E 6th St #100 Corona, CA 92879 P.C.I. Striping Pavement Coatings 10240 San Sevaine Way Mira Loma, CA 91752 Statewide Traffic Safety & 522 Linden Ln Nipoma, CA 93444	Chrisp Company 2280 South Lilac Ave Bloomington, CA 92316 EBS Utilities 1320 E 6th St #100 Corona, CA 92879 Manhole Adjusting, Inc. 9500 Beverly Rd Pico Rivera, CA 90660 Pavement Coatings 10240 San Sevaine Way Mira Loma, CA 91752 Pavement Recycling Systems 10240 San Sevaine Way Mira Loma, CA 91752 Rubberized Crackfiller 800 E Walnut Ave Fullerton, CA 92831 Taft Electric Steel #2 1604 Eastman Ave Ventura, CA 93003	All American Asphalt 400 E Sixth St Corona, CA 92878 AMERICAN PAVEMENT 1012 11TH STREET SUITE Modesto, CA 95354 EBS Utilities 1320 E 6th St #100 Corona, CA 92879 P.C.I. Striping Pavement Recycling Systems 10240 San Sevaine Way Mira Loma, CA 91752 Smithson Electric 1938 E Katella Ave Orange, CA 92867 Tree Smith enterprises, Inc. 1551 N Miller St Anaheim, CA 92806

Legal Name	Registration Number	License Type/Number(s)	Registration Date	Expiration Date
TORO ENTERPRISES, INC.	1000002410	CSLB:710590	11/03/2014	06/30/2015

CITY OF OXNARD
SPECIFICATION NUMBER UD15-10

BID DOCUMENTS (BLUE SHEETS)
FOR

PROJECT TITLE: - UD15-10-Channel Islands Neighborhood Street Resurfacing

BRIEF DESCRIPTION OF PROJECT: Channel Islands Neighborhood Street Resurfacing -The project consists of the resurfacing of existing asphalt concrete pavement. The work includes the milling of existing asphalt concrete pavement; placement and compaction of asphalt concrete; slurry seal & crackfill; ARAM cape seal; excavation & reconstruction of failed areas; concrete repairs; adjust utility covers to finished grade; removal & replacement of street name signs; and traffic striping.

Specification Number UD15-10 includes 15 pages of bid documents. Drawing No. 14-34A includes 14 sheets of plans.

Work must begin within 14 calendar days after the Notice to Proceed is issued. Work is to be complete in 90 working 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 Toro Enterprises, Inc.
Physical Address 2101 E. Ventura Blvd. Oxnard, CA 93036
Mailing Address P.O. Box 6285
City Oxnard State CA Zip Code 93031
Telephone No. 805-483-4515 Fax No. 805-483-2001

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

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ATTACHMENT 3
PAGE 1 OF 14

CITY OF OXNARD
SPECIFICATION NUMBER UD15-10

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 work includes mobilization/demobilization; traffic control; storm water pollution prevention plan; cold mill AC pavement; unclassified excavation; aggregate base Class 2; asphalt concrete Type III; asphalt rubber aggregate membrane (ARAM); asphalt rubber hot mix (ARHM); crack fill; slurry seal type II (RAP); remove & replace PCC cross gutter & spandrel; remove & replace PCC sidewalk; remove & replace PCC curb & gutter; install 24" root barrier; remove & replace PCC driveway; adjust manhole cover to finished grade; adjust water valve cover to finished grade; adjust survey monument cover to finished grade; install traffic striping & pavement markings; remove & replace street name signs and post; re-install traffic signs; miscellaneous work and existing facilities; and all incidental and appurtenant improvements and restorations specified on the Plans and herein these Special Provisions.

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

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ATTACHMENT 3
PAGE 2 OF 14

CITY OF OXNARD
SPECIFICATION NUMBER UD15-10

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME Toro Enterprises, Inc.

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QTY*	UNIT COST	TOTAL
	STREET IMPROVEMENTS					
1	Mobilization/Demobilization	1101-2	LS	1	102,000.-	\$102,000.-
2	Traffic Control And Public Convenience And Safety	1505-3	LS	1	10,000.- 35,000.-	10,000.- 35,000.-
3	Storm Water Pollution Prevention Plan	1800-3	LS	1	7,000.-	7,000.-
4	Cold Mill AC Pavement (2" Max)	1110-3	SY	39,900	1.84	37,621.40 37,410.-
5	Unclassified Excavation	1120-4	CY	100	55.-	5,500.-
6	Class 2 Aggregate Base	1130-4	TN	100	55.-	5,500.-
7	Asphalt Concrete, Type III (DGAC-B2 PG 64-10)	1150-10	TN	90	150.- 140.-	13,500.- 12,600.-
8	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	1150-10	TN	60	150.- 140.-	9,000.- 8,400.-
9	Asphalt Rubber Aggregate Membrane (ARAM)	1151-3	SY	15,600	5.40 28.50	84,240.- 420,800.-
10	Asphalt Rubber Hot Mix (ARHM-GG-C PG 64-16)	1152-10	TN	6,900	91.-	627,900.-
11	Crack Fill	1155-4	LS	1	50,000.-	50,000.-
12	Slurry Seal Type II (RAP)	1160-5	SY	47,700	2.15	102,555.-
13	Remove And Replace PCC Driveway	1174-6	SF	250	20.-	5,000.-
14	Remove And Replace PCC Sidewalk	1174-6	SF	800	8.-	6,400.-
15	Install PCC Curb Ramp, Case B Type 2	1174-6	EA	21	2,200.-	46,200.-
16	Remove And Replace PCC Curb And Gutter (Type A2-6)	1174-6	LF	160	50.-	8,000.-
17	Remove And Replace PCC C&G With PCC Curb (Type A1-6)	1174-6	LF	100	50.-	5,500.-
18	Install 4-Ft Wide PCC Ribbon Gutter	1174-6	LF	32	75.-	2,400.-
19	Grind PCC Sidewalk	1174-6	SF	150	15.-	2,250.-
20	Install 24" Root Barrier	1174-6	LF	75	35.-	2,625.-
21	Adjust Manhole Cover To Finished Grade	1185-3	EA	70	385.-	26,950.-
22	Adjust Water Valve Cover To Finished Grade	1185-3	EA	85	445.-	37,825.-
23	Adjust Water Meter Box To Finished Grade	1185-3	EA	5	335.-	1,675.-

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

B-3

ATTACHMENT 3
PAGE 3 OF 14

CITY OF OXNARD
SPECIFICATION NUMBER UD15-10

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME Toro Enterprises, Inc.

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QTY*	UNIT COST	TOTAL
24	Adjust Survey Monument Cover To Finished Grade	1185-3	EA	25	400.-	10,000.-
25	Install "STOP" Pavement Marking (T)	1515-3	EA	15	208.-	\$ 3,120.-
26	Install Type IV Arrow Pavement Marking (T)	1515-3	EA	5	94.-	470.-
27	Install 12" Solid White (T)	1515-3	LF	600	2.40	1,440.-
28	Install Double White Solid Parking Stall (T)	1515-3	LF	1,850	2.40	4,440.-
29	Install Detail 22 (T)	1515-3	LF	340	1.25	425.-
30	Install Detail 38 (T)	1515-3	LF	50	4.15	207.50
31	Paint Curb Red	1515-3	LF	1,000	1.-	1,000.-
32	Install Blue RPM	1515-3	EA	75	8.85	663.75
33	Install Traffic Loop Detectors	1520-3	EA	4	730.-	2,920.-
34	Remove And Replace Street Name Sign	1530-4	EA	85	208.-	17,680.-
35	Remove and Replace Sign Post	1530-4	EA	28	187.-	5,236.-
36	Re-Install Traffic Sign	1530-4	EA	12	63.-	756.-
GRAND TOTAL						\$ 1,294,294.25

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

B-3A

ATTACHMENT 3
PAGE 4 OF 14

CITY OF OXNARD
SPECIFICATION NUMBER UD15-10

BID SCHEDULE OF WORK AND PRICES

GRAND TOTAL SUBMITTED - \$ 1,274,294.25

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	4/13/15		

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 4/28/15 AT Oxnard, CA
COMPANY NAME Toro Enterprises, Inc.
SIGNATURE [Signature] TITLE Sean Castillo, Pres.
(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**

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ATTACHMENT 3
PAGE 5 OF 14

CITY OF OXNARD
SPECIFICATION NUMBER UD15-10

BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATION

BIDDER'S NAME Toro Enterprises, 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.



Sean Castillo, Pres.

SIGNATURE OF BIDDER

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

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ATTACHMENT 3
PAGE 60 OF 14

CITY OF OXNARD
SPECIFICATION NUMBER UD15-10

BIDDER'S AFFIDAVIT

PROJECT Channel Islands Neighborhood Resurfacing

I depose and say that I am Sean Castillo, President
(Print or type name and title)

of Toro Enterprises, Inc.
(Name of Company)

P.O. Box 4285 Oxnard CA 93031
(Address) (City) (State) (Zip Code)

Contractor's CA DIR Registration Number (Per SB854): 1000002410

A VALID CURRENT CALIFORNIA STATE CONTRACTOR'S LICENSE REQUIRED TO BID:

Contractor's License No. 710580 FED TAX I.D. # 77-0396663

Classification: A

Contractor's License Expiration Date: 8/31/15

City of Oxnard Business License Number(Not Required to Bid): _____

Data Universal Numbering System (D-U-N-S #): 961950441

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 4/28/15 at Oxnard, California.

I certify or declare under penalty of perjury that the foregoing is true and correct.

(CORPORATE SEAL)

SIGNATURE

Sean Castillo, Pres

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

B-9

ATTACHMENT 3
PAGE 7 OF 14

**CITY OF OXNARD
SPECIFICATION NUMBER UD15-10**

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-07?	✓	
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.		✓
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.		✓
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.		✓
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.		✓
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.		✓
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.		✓
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.		✓
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.		✓
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.		✓
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.	✓	
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.	✓	
13	Prime Contractor and all of their listed Subcontractors MUST be registered with the DIR as required by SB 854	✓	

Contractor Officer's Signature: _____

Title Sean Castillo, Pres.

4/28/15

Date

Bidder's Failure to Complete All Items Contained On This Page May Cause Rejection of Your Bid

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ATTACHMENT 3
PAGE 8 OF 14

THIS FORM MUST BE FULLY COMPLETED AND INCLUDED WITH THE BID DOCUMENTS OR THE BID SHALL BE NON-RESPONSIVE.

DESIGNATION/CERTIFICATION OF ASPHALT-RUBBER BINDER APPLICATOR(S)

BIDDER proposes to have Asphalt-Rubber BINDER for ARAM (application) applied by:

*AMERICAN PAVEMENT SYSTEMS 1012 11TH ST SUITE 1000
MODESTO, CA 95354*

Name/Address

This section shall be completed even if the bidder plans to apply Asphalt-Rubber binder with its own equipment and labor forces. Name above must be the actual company applying the Asphalt-Rubber binder on the roadway.

Bidder shall attach to this form copies of all required local air pollution control district or air quality management district permit to operate (PTO) documents which allow the operation of the specific equipment to be used to control emissions during the application of Asphalt-Rubber binder on the roadway (the "Application"). Such Application in a manner conforming with these project specifications has been indisputably determined to be in non-compliance with California air quality regulations limiting opacity of emissions, unless a permitted emission control device is used during the Application to directly remove emissions occurring during Application. It is for that device, which may be described as an air filter, custom air pollution control system, portable air pollution control, opacity control unit, emission control unit consisting of collection hood and 3-stage oil mist filter system, or other similar description for which a copy of a PTO must be provided from the local air pollution control district or air quality management district.

If the bidder fails to fully complete this portion of the bid and provide the foregoing documentation, the bid is non-responsive and shall be rejected.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the requirements contained in this form. I further certify that all information provided in response to this form is true and accurate to the best of my knowledge and belief.

Seon Castillo, Pres.

DAVID PIRLEY, Division Mgr.

Print Name, Title

Signature of Bidder

Date

4/29/15

4/17/2014

***ADDED WITH ADDENDUM #1**

Bidder's File Copy
DO NOT SUBMIT YOUR BID ON THIS FORM

THIS FORM MUST BE INCLUDED AND FULLY COMPLETED WITH THE BID OR THE BID SHALL BE CONSIDERED NON-RESPONSIVE.

DESIGNATION/CERTIFICATION OF ASPHALT-RUBBER AND AGGREGATE MEMBRANE CONTRACTOR AND/OR SUBCONTRACTOR(S)

Bidder proposes to have the ARAM installed by:

AMERICAN PAVEMENT SYSTEMS

This section shall be completed even if the apparent low bidder plans to produce and install ARAM with its own forces. Name of Contractor and/or Subcontractor(s) shall be the actual company(ies) applying the binder and aggregate.

For any bid to be considered responsive, performance criteria must be demonstrated on five separate projects performed by the same contractor or subcontractor(s) designated above, and with equivalent aggregate and binder proposed for the ARAM in this bid. Two years shall have elapsed since completion of the ARAM surface on each project. To be considered a valid representative project, bidder must submit the name of the project, owner agency, agency representative's name and phone number, and a list of streets with limits totaling at least 1 mile (based on full width) in length for each project and the date the project was actually performed. A project will be considered a valid representative project if a asphalt emulsion spray application was originally placed with or without an application of sand, within 15 calendar days of the application of ARAM. Any other cover coat or course on the ARAM will cause the ARAM to be considered invalid as a representative project. ARAM on all projects must show insignificant raveling (loss of rock) and insignificant flushing (binder migration to the surface) at time of inspection by the Agency. Bidder shall verify any proposed representative projects prior to listing a subcontractor with such projects, or the bid will be considered non-responsive. If the Bidder cannot list in the space provided five projects that meet the criteria specified herein that were performed by the proposed ARAM contractor or subcontractor(s), the bid shall be considered non-responsive.

Bidder's File Copy

DO NOT SUBMIT YOUR BID ON THIS FORM

ADDED WITH ADDENDUM #1

B-23-a

ATTACHMENT 3
PAGE 10 OF 14

SPECIFICATION NUMBER UD15-10

Representative ARAM Projects

Name of Project No. 1 CALTRANS 09-339204 Date Completed 2006

Agency CALTRANS Agency Contact John Fox

Phone (760) 937-1505 Approx. Length of ARAM (Full width) 10 MILES

Name of Project No. 2 CALTRANS 09-337004 Date Completed 2008

Agency CALTRANS Agency Contact JOHN FOX

Phone (760) 937-1505 Approx. Length of ARAM (Full width) 5.5 MILES

Name of Project No. 3 CALTRANS 09-339104 Date Completed 2009

Agency CALTRANS Agency Contact JOHN FOX

Phone (760) 937-1505 Approx. Length of ARAM (Full width) 27 MILES

Name of Project No. 4 CALTRANS 09-339204 Date Completed 2009

Agency CALTRANS Agency Contact JOHN FOX

Phone (760) 937-1505 Approx. Length of ARAM (Full width) 23.5 MILES

Name of Project No. 5 CALTRANS 10-0M6704 Date Completed 2006

Agency CALTRANS Agency Contact Gurdip Uppal

Phone (209) 948-2543 Approx. Length of ARAM (Full width) 23.6 MILES


Signature of Bidder

Division Manager
Title

4/17/2015
Date

END OF CONTRACTOR'S CERTIFICATION OF QUALIFICATION

Bidder's File Copy
DO NOT SUBMIT YOUR BID ON THIS FORM

*ADDED WITH ADDENDUM #1

B-23-b

ATTACHMENT 3
PAGE 11 OF 14



Ventura County
Air Pollution
Control District

669 County Square Drive
Ventura, California 93003

tel 805/645-1400
fax 805/645-1444
www.vcapcd.org

Michael Villegas
Air Pollution Control Officer

PERMIT TO OPERATE
Number 08179

Valid April 1, 2015 to March 31, 2016

This Permit Has Been Issued To The Following:

Company Name / Address:

American Pavement Systems, Inc.
1012 11th St., Ste. 1000
Modesto, CA 95354

Facility Name / Address:

American Pavement Systems, Inc.
Portable Asphalt Rubber Spreaders
Ventura County, CA

Permission Is Hereby Granted To Operate The Following:

Two (2) Portable Truck-Mounted Asphalt Rubber Spreading Systems (Nos. 1 and 2) for application on highways, streets, and roads. Each consisting of the following:

- 1 - 3600 Gallon Heated Asphalt Rubber Storage Tank, equipped with vapor condensers to minimize blue smoke emissions. Exempt from permit pursuant to Rule 23.F.21 and exempt from Rule 71.2
- 2 - 0.4 MMBTU/hr Asphalt Rubber Tank Burners, propane fired, total rating 800,000 BTU/Hr and exempt from permit pursuant to Rule 23.C.1
- 1 - Opacity Control Unit, each consisting of a collection hood, primary and secondary cartridge filters, and exhaust fans. Exhaust fans powered by truck propulsion engine power take-off.

This Permit Has Been Issued Subject To The Following Conditions:

- | 1. Permitted Emissions | Tons/Year | Pounds/Hour |
|------------------------|-----------|-------------|
| Reactive Organics | 0.00 | 0.00 |
| Nitrogen Oxides | 0.00 | 0.00 |
| Particulate Matter | 0.00 | 0.00 |
| Sulfur Oxides | 0.00 | 0.00 |
| Carbon Monoxide | 0.00 | 0.00 |
2. The portable truck-mounted asphalt rubber spreaders may be operated to apply rubberized asphalt on highway, road, or street paving projects. The equipment may not be used in conjunction with stationary facilities that produce asphalt concrete or rubberized asphalt concrete.
 3. The Opacity Control Units shall be operated whenever the Asphalt Rubber Spreader Trucks are applying asphalt to road surfaces.

The Opacity Control Units shall be equipped and operated with mechanical gauges to indicate the static pressure differential, in inches of water, across the filter sections. The Opacity Control Units shall be operated and maintained in accordance with manufacturer's specifications and in a manner to minimize emissions

VCAPCD Permit To Operate Number 08179
Issued To American Pavement Systems, Inc.
Valid April 1, 2015 to March 31, 2016.

into the atmosphere to the maximum extent possible.

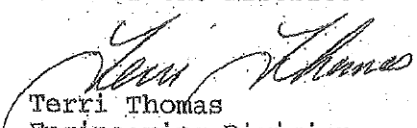
This condition is applied as best available control technology (BACT) and pursuant to Rule 50, "Opacity", and Rule 51, "Nuisance".

4. All operations shall comply with APCD Rule 50, "Opacity". Pursuant to Rule 50, permittee shall not discharge into the atmosphere any air contaminants for a period or periods aggregating more than three (3) minutes in any one hour which are as dark or darker in shade as that designated as No. 1 on the Ringelmann Chart, or equivalent to 20% opacity and greater.
5. All operations shall comply with APCD Rule 51, "Nuisance". Permittee shall not discharge such quantities of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public.
6. The Heated Asphalt Rubber Storage Tanks shall remain closed for all operations except during charging or filling. The Tank vents shall be equipped and operated with vapor condensers, or equivalent control systems, to minimize emissions of blue smoke into the atmosphere. This condition is applied pursuant to Rule 50 and Rule 51.
7. The equipment on this permit listed as portable shall not be located at any site for more than 90 days in any 12 month consecutive period. The time period is not restarted by replacement of any equipment at a site with equipment that is intended to perform the same function as the replaced equipment. This condition does not apply to a site where the equipment is stored but not operated.

Within 30 days after receipt of this permit, the permittee may petition the Hearing Board to review any new or modified condition (Rule 22).

This permit, or a copy, shall be posted reasonably close to the subject equipment and shall be accessible to inspection personnel (Rule 19). This permit is not transferable from one location to another unless the equipment is specifically listed as being portable (Rule 20).

This Permit to Operate shall not be construed to allow any emission unit to operate in violation of any state or federal emission standard or any rule of the District.


Terri Thomas
Engineering Division

For:

Michael Villegas
Air Pollution Control Officer

CITY OF

OXNARD



General Services Contract Procurement
Maint. Yard, 1060 Pacific Ave., Bldg. 2 - Oxnard, CA 93030
(805) 385-7821 - Fax (805) 385-8360

April 13, 2015

ADDENDUM NO. 1
SPECIFICATION NO. UD15-10
CHANNEL ISLANDS NEIGHBORHOOD RESURFACING

SCHEDULED BID OPENING DATE: APRIL 29, 2015

TO ALL BIDDERS OF RECORD

Acknowledge receipt of this addendum by enclosing one signed copy with your bid documents.
Failure to do so may subject bidder to disqualification. This addendum 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. Designation/Certification of Asphalt-Rubber Binder Applicators(s) forms are attached and the Blue Bid Sheet copy is to be included in Bid submittal - Bid Documents, B Section, Page B-23, B-23-a & B-23-b - Bidders File Copy and Blue Bid Sheet are included in this Addendum.**

Addendum No. 1
Specification No. UD15-10
CHANNEL ISLANDS NEIGHBORHOOD RESURFACING

The undersigned hereby acknowledges receipt of Addendum No. 1 consisting of the following:

- 1. One (1) page of text
Bid Sheet - Page B-23, B-23-a, B-23-b- Bidder's File Copy - 3 Pages
Blue Bid Sheet - Page B-23, B-23-a, B-23-b - 3 Pages**

Addendum No. 1 Received: Date: 4/13/15

Toro Enterprises, Inc.
Company

[Signature]
Authorized Signature

Sean Castillo, Pres.
Name and Title, Typed

2101 E. Ventura Blvd.
Address of Company

Oxnard CA 93036
City State Zip Code

805-483-4515
Telephone Number, including Area Code



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Reflects inspection data through 04/15/2015

Your Establishment search returned 0 results.

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.

Can't find it?

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

Establishment
State
OSHA Office
Case Status ☒ All ☐ Closed ☐ Open
Violation Status ☒ All ☐ With Violations ☐ Without Violations
Inspection Date
Start Date
End Date

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

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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 web 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.

The source of the information in the IMIS is the local federal or state office in the geographical area where the activity occurred. Information is entered as events occur in the course of agency activities. Until cases are closed, IMIS entries concerning specific OSHA inspections are subject to continuing correction and updating, particularly with regard to citation items, which are subject to modification by amended citations, settlement agreements, or as a result of contest proceedings. THE USER SHOULD ALSO BE AWARE THAT DIFFERENT COMPANIES MAY HAVE SIMILAR NAMES AND CLOSE ATTENTION TO THE ADDRESS MAY BE NECESSARY TO AVOID MISINTERPRETATION.

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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

ATTACHMENT 4
PAGE 1 OF 1

CITY OF OXNARD
SPECIFICATION NUMBER UD15-10

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Toro Enterprises, 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. Traffic Loops Crackfilling, Inc.	9446 S. Emerald St. Anaheim, CA	traffic Loops	052956	C-10
2. Case Land Survey	414 N. Eckhoff St Orange, CA	survey	L5411	L
3. P.C.I.	1105 E. Hill St. Long Beach, CA	striping, Marking	823802	C-32

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

B-5

ATTACHMENT 5
PAGE 1 OF 2

**CITY OF OXNARD
SPECIFICATION NUMBER UD15-10**

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Toro Enterprises, 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. Austin Enterprise	PO Box 81926 Bakersfield, CA	Crack Seal (Portion)	7744893	A C-12
5. American Pavement Systems	1012 11th Street Suite 1000 Modesto, CA	ARAM (Portion item 1:2)	943792	A
6. All American Asphalt.	400 E. Sixth St. Corona, CA	Slurry Seal Type II	267073	A
7.				
8.				
9.				

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

B-6

ATTACHMENT 5
PAGE 2 OF 2

CITY OF OXNARD
SPECIFICATION NUMBER UD15-10

REFERENCES

BIDDER'S NAME Toro Enterprises, 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		
Del Norte Blvd. Improvements		
Owner	Project Location	
City of Oxnard	Oxnard, CA	
Project Cost	Project Manager	Telephone
1,776,547.-	Raymond Williams	805-385-7902

Project Description		
2012-2013 Overlay - Slurry Seal Project		
Owner	Project Location	
City of Santa Clarita	Santa Clarita, CA	
Project Cost	Project Manager	Telephone
3,892,036.-	Bill Whitlatch	661-255-4933

Project Description		
Pavement Rehabilitation - Ojai / West Ventura Areas, Phase III		
Owner	Project Location	
County of Ventura	Ojai, CA	
Project Cost	Project Manager	Telephone
1,393,297.-	Ariel Brata	805-454-2058


SIGNATURE OF BIDDER
 Sean Castillo, Pres.

**Bidder's Failure to Complete
 All Items Contained On This Page
 May Cause Rejection of Your Bid**

In the Superior Court of the State of California

IN AND FOR THE COUNTY OF VENTURA

CERTIFICATE OF PUBLICATION

TYPE OF NOTICE

NOTICE TO BIDDERS

PROJECT SPECIFICATION NUMBER

UD15-10

STATE OF CALIFORNIA
COUNTY OF VENTURA

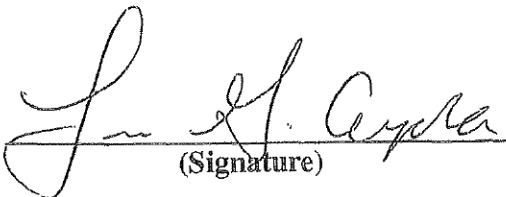
I Luis Ayala

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.

March 26, 2015, April 2, 2015

I certify under penalty of perjury that the foregoing is true and correct, at Oxnard, County of Ventura, State of California, on the

2nd day of April 2015


(Signature)

NOTICE TO BIDDERS

The Oxnard City Council has authorized the invitation to bid on Project Specification Number UD15-10 for the Channel Islands Neighborhood Street Resurfacing Project. The work will consist of resurfacing of existing asphalt concrete pavement, including milling, placement and compaction of asphalt concrete and excavation & reconstruction of failed areas, concrete repairs, slurry seal & crackfill, ARAM cape seal, adjust utility covers, replace street signs and traffic striping. Per City policy no engineer's construction estimates are provided on public bid projects.

The work designated in this specification will require the Contractor to possess a State of California General Engineering Contractor's License, Class A to be considered as a prime contractor qualified for award of this project. New Public Works Contractor Registration Law (SB 854) 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, CyberCopyUSA - www.cybercopyreprographics.com, or phone (805) 642-3292; fax (805) 715-1535 for a non-refundable fee of \$75.00 plus \$25.00 shipping and handling starting on MONDAY, MARCH 30, 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 non-mandatory Pre-Bid Conference will be held in the City Council Chambers, Civic Center, 305 W. Third St., Oxnard at 10:00 A.M. on WEDNESDAY, APRIL 8, 2015. All prospective bidders are urged to attend.

All contractors will pay prevailing wages for each classification and type of worker under the California State Department of Industrial Wage Determinations. The HIGHER of the State or Federal Wage Rate when required, 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 City's On-Line Plan Room 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, APRIL 29, 2015. Immediately

ATTACHMENT 7
PAGE 1 OF 2

Certificate of Publication

Ad # 363754

In Matter of Publication of:

Legal Notice

State of California)

))§

County of Ventura)

I, Jenny Gamez, 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:

March 27, April 3, 2015

I, Jenny Gamez certify under penalty of perjury, that the foregoing is true and correct.

Dated this April 3, 2015; in Camarillo, California, County of Ventura.

Jenny Gamez
(Signature)

NOTICE TO BIDDERS

The Oxnard City Council has authorized the invitation to bid on Project Specification Number UD15-10 for the Channel Islands Neighborhood Street Resurfacing Project. The work will consist of resurfacing of existing asphalt concrete pavement, including milling, placement and compaction of asphalt concrete, slurry seal & crack fill, ARAM tape seal, concrete repairs, excavation & reconstruction of failed areas; adjust utility covers; replace street signs and traffic striping. Per City policy no engineers construction estimate is provided for public bid projects.

The work designated in this specification will require the Contractor to possess a State of California General Engineering Contractors License, Class A to be considered as a prime contractor qualified for award of this project. New Public Works Contractor Registration Law (SB854) requires that all Contractors and Subcontractors be registered with the DBP.

Plans and Specifications will ONLY be available to review or purchase directly from the City's online Plan Room, City of Oxnard, CA - www.oxnardcity.org/planroom or phone (805) 642-3292, fax (805) 715-6335 for a non-refundable fee of \$75.00 plus \$25.00 shipping and handling starting on MONDAY, MARCH 30, 2015. The Plans and Specifications may be obtained in electronic medium format CDs for a non-refundable fee of \$36.00 including shipping and handling. For further bid information you may contact General Services Contract Procurement Office, Phone (805) 385-7821.

A non-mandatory Pre-Bid Conference will be held in the City Council Chambers, Civic Center, 305 W. Third St., Oxnard at 1000 A.M. on WEDNESDAY, APRIL 8, 2015. All prospective bidders are urged to attend.

All contractors will pay prevailing wages for each classification and type of worker under the California State Department of Industrial Wage Determinations. The HIGHER of the State or Federal Wage Rate when required, 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 City of Oxnard 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, APRIL 29, 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.

Ad Dates 03/27/15 & 04/03/15 Ad No.363754

ATTACHMENT 7
PAGE 2 OF 2



Meeting Date: 03/3/15

ACTION	TYPE OF ITEM
☒ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other <i>lrc</i>	☐ Other

Prepared By: Jay Duncan, Contract & Grant Coordinator *JD*Agenda Item No. *S-8*Reviewed By: City Manager *JM*City Attorney *SMF*Finance *BK for Mike*Public Works *Mike*

DATE: February 18, 2015

TO: City Council

FROM: Daniel Rydberg, Interim Utilities Director *DR*
Utilities Department

SUBJECT: UD15-10 Channel Islands Neighborhood Street Resurfacing

RECOMMENDATION

That City Council approve Project Specification No. UD15-10 for the improvements of streets, sidewalks, curbs, gutters, and replacement of street name signs in the Channel Islands Neighborhood and authorizes staff to solicit bids.

DISCUSSION

The Channel Islands Neighborhood project consists of the resurfacing of existing asphalt concrete pavement. The work includes the milling of existing asphalt concrete pavement; placement and compaction of asphalt concrete; slurry seal & crack fill; Asphalt Rubber Aggregate Membrane (ARAM) cape seal; excavation & reconstruction of failed areas; concrete repairs; adjust utility covers to finished grade; removal & replacement of street name signs; and traffic striping. The project specifications are in compliance with the Americans with Disabilities Act.

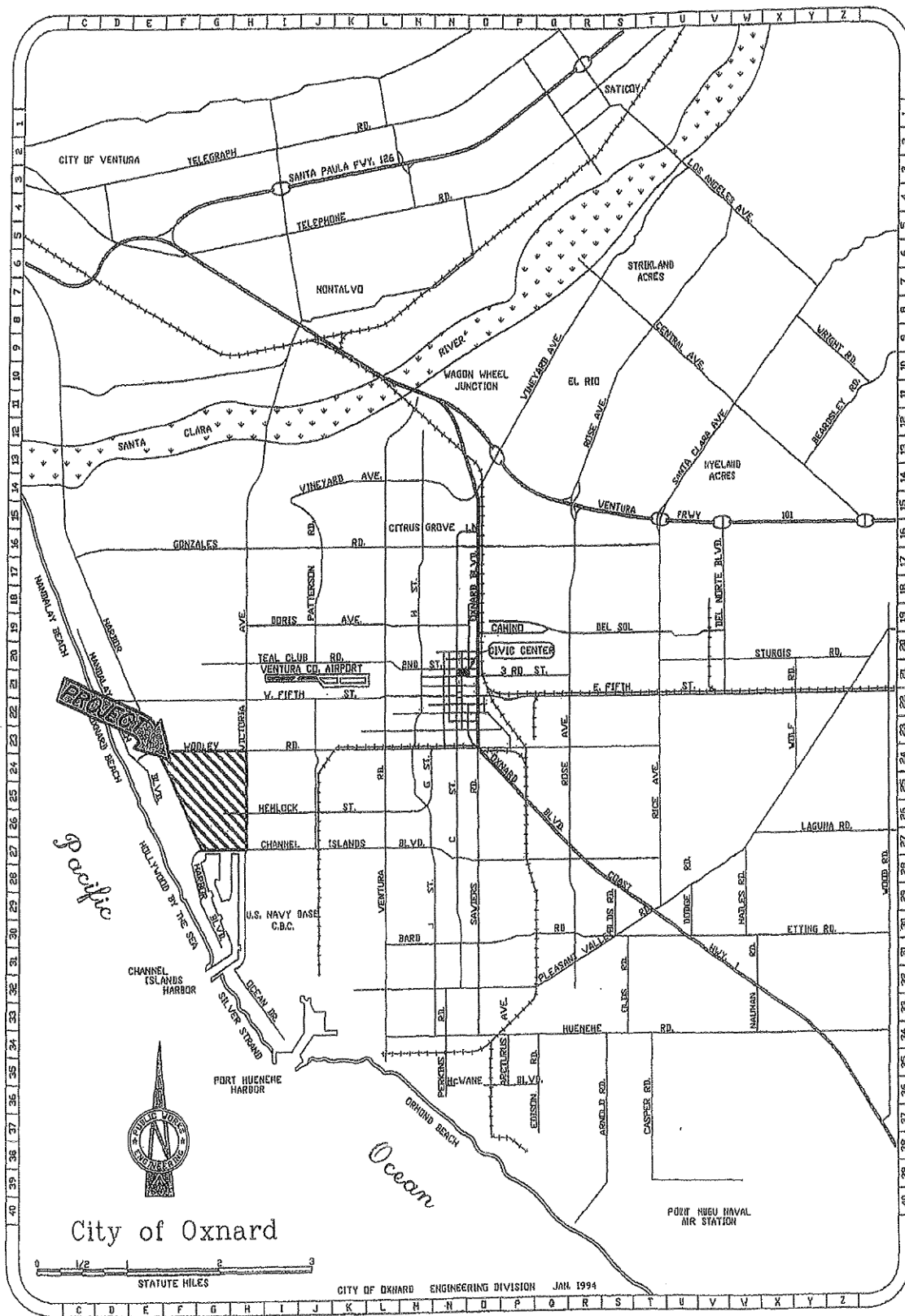
FINANCIAL IMPACT

Funding is provided by Lease Revenue Project and Refunding Bonds, Series 2014 approved by the City Council on October 21, 2014 for various neighborhood street resurfacing projects. The Channel Islands Neighborhood Street Resurfacing (Project No. 153113) is a planned component 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.

Attachment #1 - Project Site Map

Note: Plans and specifications for UD15-10 for the Channel Islands Neighborhood Street Resurfacing Project are available for review at the City of Oxnard Corporate Yard, General Services Department, Building No. 2, 1600 Pacific Avenue after 8:00 a.m. on Thursday prior to the City Council meeting.

ATTACHMENT *8*
PAGE *1* OF *2*



LOCATION MAP
 CHANNEL ISLANDS NEIGHBORHOOD
 RESURFACING PROJECT

Attachment 8
 Page 2 of 2

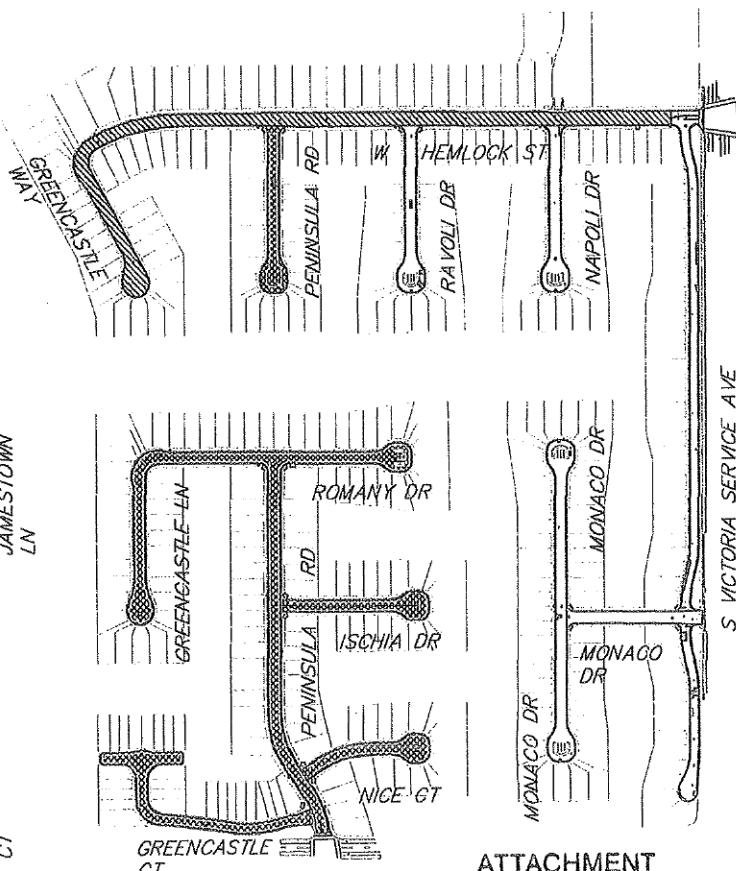
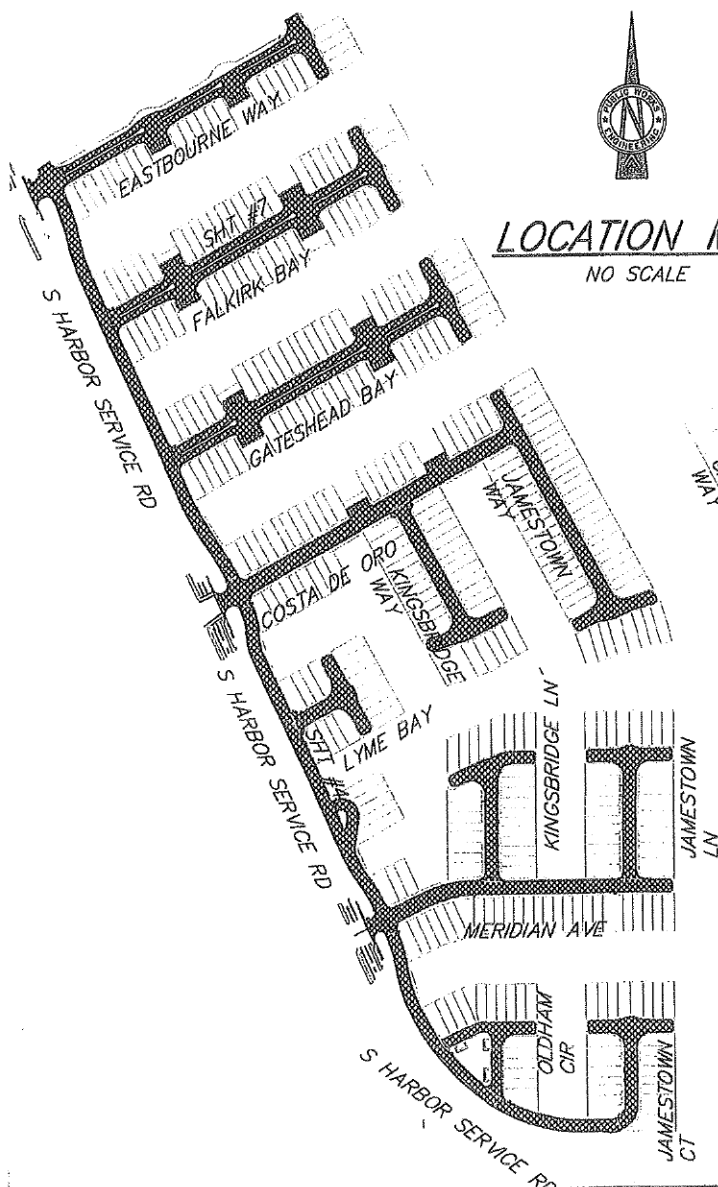
 ARAM CAPE SEAL
 SLURRY TYPE II OVER $\frac{3}{8}$ " ARAM)

 SLURRY SEAL

 $1 \frac{3}{4}$ " AC OVERLAY (ARHM)



NO SCALE



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