

09 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 16, 2015

6:00 P.M.

A. ROLL CALL/POSTING OF AGENDA

*** The Oxnard Community Development Commission Successor Agency and the Oxnard Financing 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

D. OPENING CEREMONIES – 6:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of the Youth Commission Anti-Bullying Video.
2. SUBJECT: Resolution Commending Leona Belcher, Library Aide III, for 24 Years of Outstanding Service to the City of Oxnard. (001)

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.

The following Information/Consent Agenda and Reports were carried over from the June 9, 2015 Meeting.

I. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard City Council for February 24, 2015 and March 3, 2015; and Minutes of the Special Meetings of the Oxnard City Council for March 5, 2015 and Minutes of the Regular Meetings of the Oxnard Housing Authority for March 17, 24, April 7, 14, 28, May 5, 12, 19 and June 2, 2015. (003)
RECOMMENDATION: Approve.
Legislative Body: CC/HA Contact: Daniel Martinez Phone: 385-7803

City Manager Department

2. SUBJECT: Agreements for City Council Review. (027)
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

Recreation and Community Services Department

3. SUBJECT: Appointment of two representatives to the Ventura County Area Agency on Aging Advisory Council. (029)
RECOMMENDATION: Approve the recommendation from the Senior Services Commission and appoint Alice Sweetland and Kay Brainard to the Ventura County Area Agency on Aging Advisory Council.
Legislative Body: CC Contact: Terrel Harrison Phone: 385-7995

4. SUBJECT: Acceptance of Senior Nutrition Grant Funds from the Ventura County Area Agency on Aging ("VCAAA") for FY 2015-2016. (033)
RECOMMENDATION: 1) Authorize the City Manager or designee to execute Amendment No. 8 to the Ventura County Area Agency on Aging Grant Contract No. 3C-007-071212 (A-7513) for the Provision of Services (Senior Nutrition Program) ("Senior Nutrition Program Grant Agreement") and any other document or instrument necessary to carry out the purposes of Senior Nutrition grant; the Finance Director or designee to submit financial reports, grant claims and approve budget adjustments for the use of Senior Nutrition grant funds; and 2) Approve a special budget appropriation to recognize the Senior Nutrition grant award in the amount of \$85,906 and program donations for the FY 2015-2016 Senior Nutrition Program.

Legislative Body: CC

Contact: Terrel Harrison

Phone: 385-7995

L. REPORTS

City Treasurer Department

1. SUBJECT: Quarterly Investment Report for the Third Quarter Fiscal Year (FY) 2014-2015. (047)
RECOMMENDATION: Accepts the quarterly Investment Report for the Third Quarter FY 2014-2015.

Legislative Body: CC

Contact: Danielle Navas

Phone: 385-7808

Development Services Department

2. SUBJECT: Authorization to Appropriate \$250,000 General Plan Maintenance Fee Revenue. (055)
RECOMMENDATION: Recognize and approve \$250,000 collected in Fiscal Year 2014-2015 from the General Plan Maintenance Fee for the four tasks that are related to preparation, maintenance, and/or revision of the 2030 General Plan and the Oxnard Local Coastal Program (LCP).

Legislative Body: CC

Contact: Christopher Williams

Phone: 385-8156

Housing Department

3. SUBJECT: Low Rent Public Housing Budget for Fiscal Year 2016. (059)
RECOMMENDATION: 1) Adopt a resolution approving and adopting the recommended \$7,235,087 operating budget for the Low Rent Public Housing program ("LRPH") for fiscal year 2016, as presented for each project area; and 2) Approve and authorize the use of \$252,322 of reserves to fund the projected deficit.

Legislative Body: HA

Contact: Carrie Sabatini

Phone: 385-8092

4. SUBJECT: Section 8 Housing Choice Voucher Program Budget for Fiscal Year 2016. (069)
RECOMMENDATION: 1) Adopt a resolution approving and adopting the recommended \$17,561,888 operating budget for the Section 8 Housing Choice Voucher Program ("Section 8") for fiscal year 2016; and 2) Approve and authorize the use of \$143,546 of administrative reserves to fund the projected deficit.

Legislative Body: HA

Contact: Carrie Sabatini

Phone: 385-8092

The Agenda for the June 16, 2015 Meeting.

I. INFORMATION/CONSENT AGENDA

City Manager Department

5. SUBJECT: Agreements for City Council Review. (077)
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
6. SUBJECT: Agreement for Trade Services with Agromin, Incorporated for Supplemental Transfer Hauling Services. (079)
RECOMMENDATION: Approve and authorize the Mayor to execute an Agreement for Trade Services with Agromin, Incorporated (Agromin) (A-7759) for Supplemental Waste Transfer Hauling Services for one year with an option to renew for two (2) consecutive (1) one-year terms at a cost for the first term of \$250,000 with a not-to-exceed total of \$750,000 for the entire contract duration..
 Legislative Body: CC Contact: Todd Vasquez-Housley Phone: 385-7957

Community Development Department

7. SUBJECT: Resolution Approving Levy and Collection of Assessments for Fiscal Year 2015-16 within the Oxnard Downtown Management District. (087)
RECOMMENDATION: Adopt a resolution ordering the levy and collection of assessments within the Oxnard Downtown Management District (the "ODMD") for Fiscal Year ("FY") 2015-16.
 Legislative Body: CC Contact: Kymberly Horner Phone: 385-7407

Development Services Department

8. SUBJECT: Plans and Specifications for Project No. DS15-21 for Citywide Crosswalk Beacons in 2015. (111)
RECOMMENDATION: Adopt plans, specifications, and working details for Project Specification No. DS15-21 for the citywide crosswalk beacons 2015 project for 13 crosswalk locations throughout the city.
 Legislative Body: CC Contact: Cynthia Daniels Phone: 385-7871
9. SUBJECT: Special Budget Appropriation for Rice Avenue/Santa Clara Avenue Interchange Construction Project. (113)
RECOMMENDATION: Recognize federal grant revenue from the American Recovery and Reinvestment Act (ARRA) and appropriate funds in the amount of \$127,349 for the Rice Avenue/Santa Clara Avenue interchange improvements at U.S. Highway 101.
 Legislative Body: CC Contact: Cynthia Daniels Phone: 385-7871

Utilities Department

10. SUBJECT: Neighborhood Street Resurfacing Projects for UD15-07 Pleasant Valley Estates, UD15-32 Sierra Linda and UD15-38 Orchard Park. (115)

RECOMMENDATION: Approve Project Specifications and authorize staff to solicit bids for the following Neighborhood Street Resurfacing Projects: 1) UD15-07 Pleasant Valley Estates Neighborhood Street Resurfacing Project; 2) UD15-32 Sierra Linda Neighborhood Street Resurfacing Project; and 3) UD15-38 Orchard Park Neighborhood Street Resurfacing Project

Legislative Body: CC

Contact: Lou Balderrama

Phone: 385-7839

J. PUBLIC HEARINGS – 6:15 P.M.

Finance Department

1. SUBJECT: Fiscal Year 2015-16 Operating and Capital Budget Public Hearing. (119)

RECOMMENDATION: That City Council and the Oxnard Housing Authority conduct a public hearing on the Fiscal Year 2015-16 operating and capital budgets for the City of Oxnard and Oxnard Housing Authority.

Legislative Body: CC/HA

Contact: David Millican

Phone: 385-7461

Utilities Department

2. SUBJECT: FY 2015-16 Assessments in Waterway Maintenance District. (121)

RECOMMENDATION: 1) Hold a public hearing to receive public testimony regarding proposed assessments for the Waterway Maintenance District for FY 2015-16; and 2) Adopt a resolution for FY 2015-16 fixing assessments for the Waterway Maintenance District.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8280

K. APPOINTMENT ITEMS

L. REPORTS

Fire Department

5. SUBJECT: Appropriate \$775,000 from General Fund Operating Reserve to Provide Funding for Staffing for Fiscal Year (FY) 2014/15. (143)

RECOMMENDATION: Authorize a budget appropriation of \$775,000 from General Fund Operating Reserve to provide for Fire Department staffing costs.

Legislative Body: CC

Contact: Brad Windsor

Phone: 385-7708

Utilities Department

6. SUBJECT: Response to Grand Jury Report titled "City of Oxnard and its Adjoining Agricultural and Business Water Resources, Final Report", Dated April 1, 2015. (147)

RECOMMENDATION: Authorize the Mayor, the City Manager and the Interim Utilities Director to respond, on behalf of the Council and City staff, to the Grand Jury report titled "City of Oxnard and its Adjoining Agricultural and Business Water Resources, Final Report", dated April 1, 2015, in the form included as Attachment 1.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8280

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****City Clerk Department**

1. **SUBJECT:** Agreement for Publication of Legal Notices and Legal Advertisements. (153)
RECOMMENDATION: Approve and authorize the Mayor to execute an agreement with Vida Newspaper (A-7786) for the publication of legal notices and legal advertisements for Fiscal Year (FY) 2015-16.

Legislative Body: CC

Contact: Daniel Martinez

Phone: 385-7803

O. PUBLIC COMMENTS ON REPORTS

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

P. PUBLIC COMMENTS ON STUDY SESSION

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

Q. STUDY SESSION**R. ADJOURNMENT**

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
COMMENDING LEONA BELCHER FOR TWENTY-FOUR YEARS OF
OUTSTANDING SERVICE TO THE CITY OF OXNARD

WHEREAS, Leona Belcher has faithfully served the residents of the Oxnard community for twenty-four years as a City of Oxnard employee; and

WHEREAS, Leona Belcher began her career at the Library as a Library Aide I in 1991 and was promoted to the highest level of Library Aide III due to her excellent customer service and commitment to the Oxnard community;

WHEREAS, Leona Belcher contributed to the successful Grand Opening of the South Oxnard Branch Library in 2007;

WHEREAS, Leona Belcher participated in the partnership between the Oxnard Public Library and the Boys and Girls Club Summer Jobs for Youth Program in 2009 and 2010;

WHEREAS, Leona Belcher will be truly missed at the South Oxnard Branch Library and in the community.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to commend, recognize and extend its gratitude to Leona Belcher for twenty-four years of exemplary service to the City of Oxnard and extends best wishes for success in all future endeavors.

PASSED AND ADOPTED THIS 16th day of June, 2015, by the following vote:

AYES:

NOES:

ABSENT:

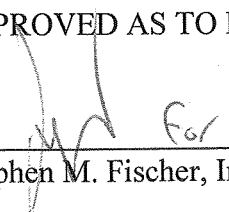
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, Interim City Attorney

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
February 24, 2015

AGENDA ITEM NO.

I - 1

A. ROLL CALL/POSTING OF AGENDA

At 4:35 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers concurrently with the Community Development Commission Successor Agency. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Greg Nyhoff, City Manager; Scott Whitney, Interim Assistant City Manager; Stephen Fischer, Interim City Attorney; Kymberly Horner, Redevelopment Services Manager and Todd Moody, Special Counsel.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

At 4:38 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54956.9(d)(1), to confer with its attorneys. The title and case number of the litigation being discussed was Edmund Sotelo v. City of Oxnard, United States District Court, Case No. CV13-6039 FMO(MRWx).

The Successor Agency also recessed to a closed session, pursuant to Government Code section 54956.9(d)(4), based on existing facts and circumstances, to decide whether to initiate in one potential case.

At 6:15 p.m. the City Council and Successor Agency reconvened and recessed to the evening session.

D. OPENING CEREMONIES

At 6:24 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers, concurrently with the Community Development Commission Successor Agency. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Mayor Flynn presided. Additional staff members present were: Jeri Williams, Police Chief; Jason Benites, Assistant Police Chief; James Williams, Fire Chief; Matthew Winegar, Development Services Director; Grace Magistrale Hoffman, Deputy City Manager; Michael Henderson, General Services Manager; Carrie Sabatini, Interim Housing Director; Martin Erickson, Deputy City Manager; Daniel Rydberg, Interim Utilities Director and Christina Aerenlund, Public Information Officer.

L. REPORT OF CITY MANAGER

The City Manager, City Fire Chief and Assistant Police Chief reported on the Metrolink train accident involving three derailed train cars and a truck which was driving on the railway tracks.

E. CEREMONIAL CALENDAR

1. SUBJECT: Resolution Commending Joanna Gentry for 28 Years of Outstanding Service to the City of Oxnard. (001)
DISCUSSION: The City Council recognized Ms. Joanna Gentry who commented on her journey of jobs at the City of Oxnard.

Public comment was received from: Dan Pinedo.

ACTION: Move to approve **Resolution No. 14,719** (MacDonald/Perello) unanimously.

ITEMS REMOVED FROM AGENDA

The City Council concurred to remove Citywide Tree Trimming (K-6) from the agenda.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Ed Ellis; John Martinez; Len Shulman; Jim Milstead; Gerard Kapuscik; Firman Brown; Emily Clark; William Terry; Jack Villa; Jennifer Welch; Pat Brown; Dan Lechlitter; Elliott Gabriel and Dan Pinedo. The General Service Manager reported on the requested to trim Palm trees.

G. TRANSMITTAL OF INFORMATION ONLY ITEMSH. INFORMATION/CONSENT PUBLIC HEARINGSI. PUBLIC HEARINGSJ. APPOINTMENT ITEMSRecreation and Community Services Department

1. SUBJECT: Senior Services Commission Annual Report to City Council. (013)
RECOMMENDATION: Receive the annual Senior Services Commission verbal report.
DISCUSSION: Presentation was made by Alice Sweetland, Senior Commissioner, regarding senior programs including exercising, computer class use, lawn bowling, making of jewel classes; serving of meals; scheduled trips and the Bone Program.

Public comment was received from: Steve Nash.

The City Manager and Interim Housing Director reported on the Colonia Community Center facility to be built in conjunction with the Courts Project.

ACTION: Received annual report.

M. CITY COUNCIL/BUSINESS/COMMITTEE REPORTS – Items carried over from February 10, 2015 meeting.

1. SUBJECT: Appointments to the Cultural Arts Commission. (003)
RECOMMENDATION: That the Mayor, with approval of the City Council, appoint nine (9) members to the newly created Cultural Arts Commission.

DISCUSSION: Mayor Pro Tem Ramirez and Councilmember Padilla provided their opinions regarding the creation of the new commission devoted to cultural arts.

Public comment received from: Margaret Cortese.

ACTION: Mayor Flynn appointed Margaret Cortese, Deborah De Vries, Javier Gomez, Jesus Gonzales, Oneita Hirata, Autumn Kelly, Christine Morla, Cesar Perez and Susan Smith with approval of the City Council (MacDonald/Padilla) unanimously.

2. SUBJECT: Measure O Citizen Oversight Committee Appointments. (009)

RECOMMENDATION: Appoint nine (9) members of the Measure O Citizen Oversight Committee (COC).

DISCUSSION: The Deputy City Manager (Erickson) outlined the selection process.

ACTION: Mayor Flynn appointed Nancy Lindholm, Len Shulman, Donald W. Thibeault, Juan Reynoso, Kay Brainard, Rudy Durias, Deirdre Frank, David H. Garcia and Joseph M. Munoz with approval of the City Council. (Ramirez/Padilla) Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn. Noes: Perello only regarding selection of Nancy Linholm.

K. REPORTS

City Manager Department

1. SUBJECT: Presentation on the City of Oxnard Community and Budget Priorities. (025)

RECOMMENDATION: Receive a report on and provide comments on the community and budget priorities.

DISCUSSION: The City Manager and Interim Assistant City Manager outlined the proposed "budget" priorities and upcoming community meeting of March 5, 2015.

Public comments were received from: Steve Nash, George Miller and Dan Lechlitter.

The City Council discussed priorities including customer service; working together; Life guard program; responsible of residents; zero landscape garden (on City property); Youth issues; Housing needs; pride in Oxnard; determining priorities; measurement of outcomes;

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

2. SUBJECT: (I) Initial Memorandum of Understanding between the City and the Oxnard Mid-Management Association and (II) Amendment to Salary Resolution for Unrepresented Employees. (031)

RECOMMENDATION: 1) Adopt **Resolution No. 14,720** approving the initial Memorandum of Understanding (A-7754) between the City and the Oxnard Mid-Management Association ("OMMA"); 2) Adopt **Resolution No. 14,721** amend Resolution No. 14,717; and 3) Authorize the Interim Director of Human Resources, the Interim Chief Financial Officer, and City Manager to take the necessary administrative action to implement these resolutions.

DISCUSSION: Donna Torres, Renne Sloan Holtzman Sakai LLP, reviewed the proposed MOUs, the MOU process of the MOU and expiration of contracts.

The City Council discussed the proposed MOUs; steps to examine the agreements and retirement issues.

ACTION: Moved to approve as recommended. (MacDonald/Ramirez) Ayes: MacDonald, Padilla, Perello, Flynn and Ramirez. Councilmember Perello stated for the record his concern numbers

5. SUBJECT: Verbal Update on the Economic Development Corporation of Oxnard (EDCO) Mid-Year Work Plan Progress Report.

RECOMMENDATION: Receive report.

DISCUSSION: Elizabeth Callahan, President of the Economic Development Corporation (EDCO) commented on: the EDCO mission, working with the business sector, educational “level” needs and the community employment level.

Public comment was received from: George Miller.

The City Council discussed the value of EDCO, grant programs and educational programs.

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

Community Development Department

4. SUBJECT: Reimbursement Agreement. (139)

RECOMMENDATION: 1) That the City Council approve the City’s entry into a Reimbursement Agreement with the Oxnard Community Development Commission Successor Agency; and 2) That the Governing Board approve, and recommend to its Oversight Board approval of, the Successor Agency’s entry into a Reimbursement Agreement with the City of Oxnard.

DISCUSSION: The Interim Redevelopment Services Manager requested a “bridge” loan for several companies including Alert Property Management and maintenance costs. Special Counsel explained the State’s proposed changes regarding the reimbursement process.

The City Manager commented on property management and maintenance costs.

Public comment was received from: Steve Nash.

At 10:59 p.m., Mayor Flynn left the meeting and Mayor Pro Tem Ramirez presided.

The City Council commented on: the maintenance of buildings, the reimbursement process and the sale of properties.

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

General Services Department

6. SUBJECT: Verbal Update on Citywide Tree Trimming.

RECOMMENDATION: Receive report.

ACTION: The Council concurred to remove from agenda.

L. REPORT OF CITY MANAGER

The City Manager reported on the update of the recruiting process of Assistant City Manager and Human Resources Director.

N. PUBLIC COMMENTS ON REPORTS

O. PUBLIC COMMENTS ON STUDY SESSION

P. STUDY SESSION

COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

At 11:29 p.m. the joint meeting with the Commission Development Commission Successor Agency concluded.

Q. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were received from: City Manager and Redevelopment Services Manager (S-1(d)); and Police Chief (S-3).

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDAS. INFORMATION/CONSENT AGENDACity Manager Department

1. SUBJECT: Agreements for City Council Review. (147)
RECOMMENDATION: 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. Remove except for (d).

Fire Department

2. SUBJECT: California Fire Assistance Agreement Terms and Conditions. (151)
RECOMMENDATION: Removed from agenda.

Police Department

3. SUBJECT: State of California Grant for Selective Traffic Enforcement. (155)
RECOMMENDATION: Adopt **Resolution No. 14,722**: 1) Authorizing the City Manager to execute and submit an application for \$307,544.80 in grant funds to the State of California Office of Traffic Safety (OTS), to be used for the FY-2015/16 Selective Traffic Enforcement Program; 2) Authorizing the City Manager or designee to execute grant agreements; 3) Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims and approve budget appropriations for the use of grant funds upon award; and 4) Authorizing the Chief of Police or designee to submit non-financial reports.

INFORMATION/CONSENT AGENDA ACTION: Moved to approved only S-1(d) and S-3.
(MacDonald/Padilla) Ayes: Ramirez, MacDonald, Padilla and Perello. Absent: Flynn.

M. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

3. SUBJECT: Discussion and Determination Whether to Include at Future City Council Meetings for Consideration, with the Accompanying Appropriate Research and Agenda Report, Items Raised at Previous Council Meetings.
RECOMMENDATION: Consider and determine by majority vote whether to include the following items on future City Council meeting agendas: 1) St. Francis Dam Failure Presentation; 2) Green Building Code Presentation; 3) Regulation of Dogs on Public Beaches; and 4) Establishment of an Athletics Commission.

DISCUSSION: Public comment was received from: Pat Brown.

ACTION: The City Council concurred to remove from agenda.

The City Council commented several items including downtown Oxnard Management District, Oxnard Airport complain phone line, Ventura Regional Sanitation District landfill report, odor issues at Walmart Shopping at the Rose and other neighborhoods.

T. ADJOURNMENT

At 11:53p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

CARMEN RAMIREZ
Mayor Pro Tem

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
March 3, 2015

A. ROLL CALL/POSTING OF AGENDA

At 6:05 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers concurrent with Community Development Commission Successor Agency. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald and Dorina Padilla were present. The Deputy City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Flynn presided and called the meeting to order. Staff members present were: Lyn McGraw, Deputy City Clerk; Greg Nyhoff, City Manager, Scott Whitney, Interim Assistant City Manager; Grace Magistrale Hoffman, Deputy City Manager; Martin Erickson, Deputy City Manager; Stephen Fischer, Acting City Attorney; David Millican, Interim Chief Financial Officer; Kymberly Horner, Interim Community Development Director.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

At 6:07 P.M., the regular meeting of the Oxnard City Council reconvened in the Council Chambers, concurrently with the Community Development Successor Agency. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence for the Metrolink Engineer who passed away from injuries sustained in the recent railroad accident. Mayor Flynn presided. Additional staff members present were: Jeri Williams, Police Chief; Karl Lawson, Housing Director; Matthew Winegar, Development Services Director; Ashley Golden, Planning Manager; Michael Henderson, Maintenance Services Manager; James Williams, Fire Chief; Efren Gorre, Youth Development Manager; Dan Rydberg, Utilities and Engineering Manager; Roger Brooks, Code Compliance Officer; Steve Newman, Deputy Building Official.

E. CEREMONIAL CALENDAR

1. SUBJECT: Recognition of the Rose Park Neighborhood Council "Vecinos Unidos de Rose Park."
DISCUSSION: The City Manager praised the Rose Park Neighborhood Council and said that other neighborhood councils could learn from them.
2. SUBJECT: Presentation of Proclamation Designating March 14, 2015, as "Volunteer Income Tax Assistance Program" Day.
DISCUSSION: Council received presentation from Jerome Horton Company representative regarding the Volunteer Income Tax Assistance Program.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Comments received from: Ed Ellis; Janice Feingold; Jon Martinez; Bill Mitzel; Jean Joneson; William "Bill" Terry; Peggy Rivera; "Andrea"; Mike McBain; Firman Brown; Darlene Miller; Pat Brown; Harold Ceja; Daniel Lechlitter; Patrick Barrios; Larry Stein; Sal Gonzalez; and Lupe Anguiano.

- J. APPOINTMENT ITEMS: These are INFORMATION/CONSENT Items carried over from February 24, 2015 meeting

City Manager Department

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

Fire Department

2. SUBJECT: California Fire Assistance Agreement Terms and Conditions. (005)
RECOMMENDATION: Adopt a resolution identifying the terms and conditions for Fire Department response to incidents that are under the California Fire Assistance Agreement (CFAA).

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

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS

Community Development Department

1. SUBJECT: Conduct Tax Equity and Fiscal Responsibility Act (TEFRA) Hearing and Adoption of a Resolution Approving the Issuance of \$1,895,000 of California Enterprise Development Authority Revenue Bonds for the Benefit of KJH Properties, LLC. (011)
RECOMMENDATION: 1) Hold a public hearing regarding the issuance by the issuance by the California Enterprise Development Authority (the "Authority") of not to exceed \$1,895,000 of the Authority's Revenue Bonds (the "Bonds") for the benefit of KJH Properties, LLC, a California limited liability company (the "Company"); and 2) Adopt **Resolution No.14,724** approving the issuance of Bonds by the Authority.

ACTION: Close the public hearing. (Perello/Ramirez). Unanimously.

Public comments received from: Larry Stein; Steve Nash and George Miller.

ACTION: Approved as recommended. (MacDonald/Ramirez). Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn. Noes: None.

Development Services Department

2. SUBJECT: Planning and Zoning Permit No. 13-580-05 (Zone Text Amendment) for Accessory Structures. (019)
RECOMMENDATION: Approve the first reading by title only and subsequent adoption of an **Ordinance No. 2890** approving Planning and Zoning Permit No 13-580-05 (Zone Text Amendment) regarding regulations for accessory structures in residential zones.

ACTION: Close the public hearing. (Padilla/Perello). Unanimously.

Public comment provided by: George Miller.

ACTION: Approved as recommended. (MacDonald/Ramirez). Ayes: Padilla, Perello, Flynn, Ramirez and MacDonald. Noes: None.

J. APPOINTMENT ITEMS

3. SUBJECT: Verbal Update on the Convention and Visitors Bureau Annual Report.

DISCUSSION: Need to address the business market; include American Express Card usage in the figures and not just Visa data.

ACTION: Received report and provided comments to staff.

Q. REVIEW OF INFORMATION/CONSENT AGENDA

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments received from: George Miller and Pat Brown.

S. INFORMATION/CONSENT AGENDA

City Attorney Department

1. SUBJECT: Attorney Services Agreement for Special Counsel in Proceedings Related to Electrical Generating Facilities at Mandalay and Ormond Beach. (043)

RECOMMENDATION: 1) Approve and authorize the City Manager to execute an Attorney Services Agreement in a sum not to exceed \$200,000 with Shute Mihaly & Weinberger, LLP ("Shute") (7002-15-CA); and 2) Authorize the special budget appropriation in the amount of \$200,000 from the General Fund Operating Reserve Fund. *

2. SUBJECT: Attorney Services Agreement for Special Counsel to Represent the City in a Variety of Human Resources Related Matters. (069)

RECOMMENDATION: 1) Approve and authorize the City Manager to execute an Attorney Services Agreement in a sum not to exceed \$240,000 with Renne Sloan Holtzman Sakai LLP ("Renne") (7001-15-CA); and 2) Authorize the special budget appropriation in the amount of \$240,000 from the General Fund Operating Reserve Fund.

City Clerk Department

3. SUBJECT: Minutes of the Regular Meetings of the Oxnard City Council for January 13 and 27, 2015; and Minutes of the Regular Meetings of the Oxnard Community Development Successor Agency for January 13 and 27, 2015. (089)

RECOMMENDATION: Approve.

City Manager Department

4. SUBJECT: Agreements for City Council Review. (107)
RECOMMENDATION: 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.

Community Development Department

5. SUBJECT: Assignment and Assumption Agreement Regarding Long-Range Property Management Plan Advisory Services Agreement with Kosmont Companies. (109)
RECOMMENDATION: 1) That the City Council approve the City's entry into an Assignment and Assumption Agreement with the Oxnard Community Development Commission Successor Agency; and 2) That the Governing Board approve, and recommend to its Oversight Board approval of, the Successor Agency's entry into an Assignment and Assumption Agreement with the City of Oxnard.

Fire Department

6. SUBJECT: Recognize Revenue and Appropriate Funds for the Supplemental 2013 Emergency Management Performance Grant (EMPG). (149)
RECOMMENDATION: Approve a Budget Appropriation to Recognize Revenue and Appropriate Funds in the amount of \$45,000 from the Supplemental 2013 Emergency Management Performance Grant (EMPG).

General Services Department

7. SUBJECT: Approval of Lowest Responsible Responsive Bid and Authorization to Issue and Execute a Contract (to be numbered A-7751) for GS13-14 Oxnard Transit Center (OTC) Heating & Air Conditioning (HVAC) System Upgrade. (153)
RECOMMENDATION: 1) Award a contract to be numbered A-7751 to the lowest responsible and responsive bidder, Bon Air, Inc. in the amount of \$567,000 for GS13-14-Oxnard Transit Center Heating & Air Conditioning System Upgrade, and authorize the purchasing agent to execute the contract upon receipt of final documents; and 2) Approve a Budget Appropriation in the amount of \$20,000 from TDA/LTF4-TRANS.FND 99400c to the Oxnard Transportation Center Heating and Air Conditioning System Upgrade Project No. 143105.

Utilities Department

8. SUBJECT: UD15-10 Channel Islands Neighborhood Street Resurfacing. (177)
RECOMMENDATION: 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.
9. SUBJECT: UD14-07 Hobson Park West Neighborhood Street Resurfacing. (179)
RECOMMENDATION: 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.

INFORMATION /CONSENT AGENDA ACTION: Approved as recommended.

(Ramirez/MacDonald). Ayes: Flynn, Padilla, Perello and Ramirez. Noes: MacDonald only S-1*

K. REPORTS**General Services Department**

1. **SUBJECT:** Verbal Update on Citywide Tree Trimming.
RECOMMENDATION: Receive and consider report.
ACTION: Removed from the Agenda.

Police Department

2. **SUBJECT:** Smart Policing Initiative (SPI) FY15 – Body Worn Camera Systems. (039)
RECOMMENDATION: Adopt **Resolution R.14,725:** 1) Authorizing the City Manager to execute and submit an application for up to \$700,000 in grant funds to the U.S. Department of Justice for Body Worn Camera Systems; 2) Authorizing the City Manager or designee to execute grant agreements; 3) Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and 4) Authorizing the Chief of Police or designee to submit non-financial reports.
DISCUSSION: The Police Chief explained the procedures.
ACTION: Approved as recommended. (MacDonald/Padilla). Unanimously.

L. REPORT OF CITY MANAGER

1. **SUBJECT:** Verbal Update on the Status of the Memorandum of Agreement with the County of Ventura Regarding the Channel Islands Harbor.
DISCUSSION: The Development Services Director provided an update on the Memorandum of Agreement and commented on negotiations.

Public comments received from: Al Velasquez; Daniel Lechlitter and George Miller.

ACTION: Received report, council provided comments and direction to staff to bring back at a later date for further discussion.

M. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

1. **SUBJECT:** Discussion and Determination Whether to Include at Future City Council Meetings for Consideration, with the Accompanying Appropriate Research and Agenda Report, Items Raised at Previous Council Meetings.
RECOMMENDATION: Consider and determine by majority vote whether to include the following items on future City Council meeting agendas: 1) St. Francis Dam Failure Presentation; 2) Green Building Code Presentation; 3) Regulation of Dogs on Public Beaches; and 4) Establishment of an Athletics Commission.
ACTION: Removed from the Agenda.
2. **SUBJECT:** Verbal Update on the City Attorney Recruitment
RECOMMENDATION: Receive verbal update.
ACTION: Removed from the Agenda.

COMMUNITY DEVELOPMENT SUCCESSOR AGENCY

At 10:53 p.m. the City Council concurred to adjourn the joint meeting with the Oxnard Community Development Successor Agency.

N. PUBLIC COMMENTS ON REPORTS

O. PUBLIC COMMENTS ON STUDY SESSION

P. STUDY SESSION

T. ADJOURNMENT

At 10:54 p.m. the City Council concurred to adjourn the meeting.

LYN MCGRAW
Deputy City Clerk

TIM FLYNN
Mayor

MINUTES
OXNARD CITY COUNCIL
Special Meeting
March 5, 2015

A. ROLL CALL/POSTING OF AGENDA

At 5:41 p.m., the special meeting of the Oxnard City Council convened in the Oxnard Performing Arts & Convention Center, Oxnard Room, 800 Hobson Way, Oxnard. Councilmembers Tim Flynn, Carmen Ramirez, Dorina Padilla and Bert Perello were present. Councilmember Bryan A. MacDonald was absent. The agenda was posted on Tuesday at the City Clerk's Office and PAC. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Greg Nyhoff, City Manager; Scott Whitney, Interim Assistant City Manager; Stephen Fischer, Interim City Attorney; Jeri Williams, Police Chief; Matthew Winegar, Development Services Director; Daniel Rydberg, Interim Utilities Director; Rob Roshanian, Development Services Manager; and Carrie Sabatini, Interim Housing Director.

B. PUBLIC COMMENT

Public comments were received from: David Garcia; David Sherer; Lislie Rose; Dan Pinedo; Marvin Boos; Inez Tuttle; Larry Stein; Armando Vasquez; Eple Bakke; Debbie Estrada; Lupita Benitez; Gabriela Loera; Roy Prince; Veronica Juarez, Marie Pelkola and Theadora Davitt-Cornyn.

C. APPOINTMENT ITEM.

1. SUBJECT: The Community Forum Committee and the City of Oxnard Welcomes the Public to Participate in a Community Forum to Enhance Trust and Build Community Priorities, and to Discuss Concerns, Share Insights and Suggestions, and to Participate in a Budget Priority Setting Exercise with City Officials and Community Members.

DISCUSSION: Herbert Gooch, moderator, provided questions to the panel consisting of Mayor Flynn; Greg Nyhoff, City Manager; Police Chief Williams; Peggy Rivera and Jean Joneson.

ACTION: The Council received comments from the community.

RECESS

At 8:42 p.m., the special meeting recessed. At 9:05 p.m., the meeting reconvened with Mayor Pro Tem Ramirez announcing the meeting would be ending and public members should finish voting on priorities.

D. ADJOURNMENT

At 9:06 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

CARMEN RAMIREZ
Mayor Pro Tem

MINUTES

OXNARD HOUSING AUTHORITY

Regular Meeting

March 17, 2015

A. ROLL CALL/POSTING OF AGENDA

At 6:07 p.m., the regular meeting of the Oxnard Housing Authority convened in the Council Chambers, concurrently with the City Council. Commissioners Tim Flynn, Carmen Ramirez, Dorina Padilla and Bert Perello were present. Commissioners Bryan A. MacDonald, Jose Andrade and Francisco Vega were absent. The Deputy Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Flynn presided and called the meeting to order. Staff members present were: Lyn McGraw, Deputy Secretary Designate; Greg Nyhoff, Executive Secretary; Stephen Fischer, Acting General Counsel; Jeri Williams, Police Chief.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

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

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS

Housing Department

1. SUBJECT: Oxnard Housing Authority Agency Plan.

RECOMMENDATION: Continued to March 24, 2015

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

J. APPOINTMENT ITEMS

K. REPORTS

L. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

M. HOUSING AUTHORITY BUSINESS/COMMITTEE REPORTS

N. PUBLIC COMMENTS ON REPORTS

O. PUBLIC COMMENTS ON STUDY SESSION

P. STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

S. INFORMATION/CONSENT AGENDA

CITY COUNCIL

At 9:10 p.m. the joint meeting with the City Council concluded.

T. ADJOURNMENT

At 9:10 p.m. the Housing Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES
OXNARD HOUSING AUTHORITY
Regular Meeting
March 24, 2015

A. ROLL CALL/POSTING OF AGENDA

At 6:12 p.m., the regular meeting of the Oxnard Housing Authority convened in the Council Chambers, concurrently with the City Council. Commissioners Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla, Bert Perello, Jose Andrade and Francisco Vega were present. The Deputy Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Flynn presided and called the meeting to order. Staff members present were: Greg Nyhoff, Executive Secretary; Stephen Fischer, Acting General Counsel; Jeri Williams, Police Chief; Carrie Sabatini, Interim Housing Director; Ruth Johnson Hopkins, Management Analyst and Lyn McGraw, Deputy Secretary Designate.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence for Jim Peters. Chairman Flynn presided.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS

Housing Department

1. SUBJECT: Five-Year & Annual Agency Plan and Five-Year Capital Fund for Low Rent Public Housing. (001)

RECOMMENDATION: 1) Hold a public hearing to receive comments concerning the fifth year of the Five-Year Agency Plan and the 2015 Capital Fund Annual Statement and Five-Year Capital Fund Plan; and 2) Adopt **Resolution No. 1283**: (a) Approving the Five-Year and Annual Agency Plan for the Housing Authority; (b) Authorizing and directing the Chairman to execute the Department of Housing and Urban Development (HUD) Public Housing Agency Certification Compliance Form certifying the Housing Authority's compliance with HUD's policies and procedures; (c) Authorizing the Housing Director to execute and submit all reports, documents and all other certification required to comply with HUD's policies and procedures

regarding the Five-Year Agency Plan; (d) Approving the 2015 Capital Fund Annual Statement and Five-Year Capital Fund Plan; and (e) Authorizing the Housing Director to accept and expend the funds as indicated in the revised 2015 Capital Fund Annual Statement and Five-Year Capital Fund Plan.

DISCUSSION: The Interim Housing Director reviewed the program including voucher program and "veteran" programs.

ACTION: Approved as recommended (Ramirez/Perello) with wording to state "15" veterans not "up to". Ayes: Ramirez, MacDonald, Padilla, Ramirez, Andrade, Vega and Flynn.

J. APPOINTMENT ITEMS

K. REPORTS

L. REPORT OF SECRETARY

M. HOUSING AUTHORITY BUSINESS/COMMITTEE REPORTS

N. PUBLIC COMMENTS ON REPORTS

O. PUBLIC COMMENTS ON STUDY SESSION

P. STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

S. INFORMATION/CONSENT AGENDA

City Clerk Department

2. SUBJECT: Minutes of the Regular Meetings of the Oxnard Housing Authority for December 9 and 16, 2014; January 13 and 27; February 3, 10 and 24; and March 3, 2015. (051)

RECOMMENDATION: Approve.

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

CITY COUNCIL

At 8:48 p.m. the joint meeting with the City Council concluded.

T. ADJOURNMENT

At 8:48 p.m. the Housing Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY
Regular Meeting
April 7, 2015

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY
Regular Meeting
April 14, 2015

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY
Regular Meeting
April 28, 2015

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD HOUSING AUTHORITY
Regular Meeting
May 5, 2015

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY
Regular Meeting
May 12, 2015

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD HOUSING AUTHORITY
Regular Meeting
May 19, 2015

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD HOUSING AUTHORITY
Regular Meeting
June 2, 2015

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson



Meeting Date: 06/16/15

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-2

Reviewed By: City Manager [Signature]

City Attorney [Signature]

Finance [Signature]

Other (Specify) _____

DATE: June 3, 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 06/09/2015

Item Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A	Original Agreement	Police Marc Amon	AAA Electrical and Communications DBA AAA Property Services Agreement No. A-7763	\$50,000
			Agreement to Provide Janitorial Services	
			The Oxnard Police Department is requesting to enter into an Agreement with AAA Property Services to provide janitorial services to the six (6) police storefronts located throughout the city..	
			On 1/22/15 a Request for Proposal was released. On 2/19/15 the process closed and six (6) proposals were received. AAA Property Services was the lowest bidder that met all proposal requirements.	
		385-8300	Total Contract Amount: \$50,000	
			FundingSource: 101 - General Fund	
B	Amendment	Police Marc Amon	Channel Islands Polygraph and Investigations, Inc Agreement No. 6198-13-PO	\$60,000
			Second Amendment to Agreement to provide Polygraph Examination Services for the Police Dept.	
			Police is requesting to enter into a Second Amendment with Channel Islands Polygraph and Investigations, Inc. This Second Amendment will extend the agreement's termination date to April 30, 2016. A new RFP process will be opened prior to the expiration of this amendment.	
			Channel Islands Polygraph and Investigations, Inc. was selected to provide Polygraph Examination Services for the Police Department through an RFP process in April of 2013.	
		385-8300	Total Contract Amount: \$180,000	
			FundingSource: General Fund	



Meeting Date: 06/16/15

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

Prepared By: Gregory Barnes

Agenda Item No.

I-3

Reviewed By: City Manager

City Attorney

Finance

Other (Specify)

DATE: May 25, 2015

TO: City Council

FROM: Terrel Harrison, Interim Recreation Superintendent
Recreation & Community Services

SUBJECT: Appointment of two representatives to the Ventura County Area Agency on Aging Advisory Council.

RECOMMENDATION

That City Council approve the recommendation from the Senior Services Commission and appoint Alice Sweetland and Kay Brainard to the Ventura County Area Agency on Aging Advisory Council.

DISCUSSION

The Advisory Council of the Ventura County Area Agency on Aging (VCAAA) is a community-based body of advocates for persons aged 60 and over. Members represent the Ventura County Board of Supervisors, local cities and service providers.

The objective of the Advisory Council is to involve the community in creating and sustaining programs which impact senior living and family caregivers. To achieve this goal members participate in outreach, grantee site visits, task force groups and issues of County concern.

At the April 14, 2015, Senior Services Commission meeting, the Commission voted to recommend Chair Alice Sweetland and Vice Chair Kay Brainard to represent the City of Oxnard for a two year term on the VCAAA's Advisory Council.

It is a requirement of the VCAAA Advisory Council that the recommendation be ratified by City Council.

FINANCIAL IMPACT

There is no financial impact.

Attachment #1 - Senior Services Commission Meeting Minutes 4/14/2015

Senior Services & Special Populations

350 North C Street
Oxnard, California 93030
(805) 385-8019



SENIOR SERVICES COMMISSION

Minutes

April 14, 2015

Chair Sweetland called the Senior Services Commission meeting to order at 9:01 a.m.

A. ROLL CALL

Commissioners Present:

K. Brainard, R. Fischer, K. Lanker, A. Madrid,
C. Owens, A. Sweetland, D. Thibeault, L. Villareal
Yu

Commissioners Absent:

Staff Present:

G. Barnes, Interim Recreation Supervisor
M. Eastlake, RSVP Director
R. Rakestraw, Recreation Coordinator
R. Tilford, Deputy City Attorney

B. APPROVAL OF MINUTES

Minutes were approved without correction. AYES: Brainard, Fischer, Lanker, Madrid, Owens, Sweetland, Thibeault, Yu. NOS: none. ABSENT: none. ABSTAIN: none.

C. PUBLIC COMMENTS

None

D. CEREMONIAL CALENDAR

None

E. PRESENTATION

Rahsaan Tilford reviewed the Brown Act for commissioners. Sandy Nirenberg, Executive Director of the Camarillo Hospice, presented information on the nonprofit's services.

Commissioner Thibeault left the meeting at 9:51 a.m.

F. OLD BUSINESS

Greg Barnes discussed the process of appointing two representatives to serve on the Ventura County Area Agency on Aging Advisory Council. Commissioner Owens moved the names of Chair Sweetland and Vice Chair Brainard be forwarded to the Oxnard City Council as the Commission's recommended appointees. Commissioner Madrid seconded. AYES: Brainard, Fischer, Lanker, Madrid, Owens, Sweetland, Yu. NOS: none. ABSENT: Thibeault. ABSTAIN: none.

F. NEW BUSINESS

Commissioners discussed the Citizen Advisory Group (CAG) workshop hosted by the mayor on March 19. There was general discussion about attending other commission and neighborhood council meetings to raise awareness of the Senior Services Commission and senior needs.

Renee Rakestraw and Marisue Eastlake updated commissioners on programs. Rakestraw provided the Senior Legends Games schedule for May 2015, including the May 4 opening ceremony and May 28 closing. Eastlake announced 220 people had attended the RSVP Volunteer Recognition Luncheon and that the RSVP Bone Builders Buddies program had started.

H. SUBCOMMITTEE REPORTS / COMMISSION BUSINESS

New Senior Center Subcommittee – Vice Chair Brainard said she had announced the Commission's interest in a new senior center during the CAG workshop discussed earlier in the meeting.

Publicity Subcommittee – Commissioner Madrid said she would attend a City Council meeting to announce the Senior Legends Games.

Wilson Park & Senior Center Subcommittee – no discussion.

I. FUTURE AGENDA ITEMS

Chair Sweetland requested a presentation regarding homelessness in Oxnard from Peter Brown. She invited other Commissioners to help with Rose Garden maintenance every Wednesday morning from 10 a.m. to noon.

J. ADJOURNMENT

Meeting was adjourned at 10:54a.m.



Meeting Date: 06/16/15

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

Prepared By: Gregory Barnes  Agenda Item No. I-4
Reviewed By: City Manager  City Attorney SMF Finance  Other (Specify) _____

DATE: May 28, 2015

TO: City Council

FROM: Terrel Harrison, Interim Recreation Superintendent 
Recreation and Community Services

SUBJECT: Acceptance of Senior Nutrition Grant Funds from the Ventura County Area Agency on Aging ("VCAAA") for FY 2015-2016.

RECOMMENDATION

That City Council:

1. Authorize the City Manager or designee to execute Amendment No. 8 to the Ventura County Area Agency on Aging Grant Contract No. 3C-007-071212 for the Provision of Services (Senior Nutrition Program) ("Senior Nutrition Program Grant Agreement") and any other document or instrument necessary to carry out the purposes of Senior Nutrition grant; the Finance Director or designee to submit financial reports, grant claims and approve budget adjustments for the use of Senior Nutrition grant funds.
2. Approve a special budget appropriation to recognize the Senior Nutrition grant award in the amount of \$85,906 and program donations for the FY 2015-2016 Senior Nutrition Program.

DISCUSSION

The VCAAA has awarded grant funds in the amount of \$85,906 to the City of Oxnard Senior Nutrition Program for FY 2015-2016. The Senior Nutrition Program provides congregate and home-delivered meals to Oxnard area seniors, 60 years of age and older. The City's Senior Services division is expected to serve approximately 10,000 congregate meals and 23,400 home-delivered meals to home-bound seniors during FY 2015-2016.

The City's Senior Services division provides the administrative oversight and management of the Senior Nutrition Program, space to serve, prepare and distribute meals, along with volunteers to assist in the day-to-day operation of the Program. The Program also collects an estimated \$16,000 in donations as a matching contribution.

Acceptance of the Senior Nutrition Grant Funds from the VCAAA for FY 2015-2016
May 28, 2015
Page 2

FINANCIAL IMPACT

The City will receive Senior Nutrition Program grant funding pursuant to Amendment No. 8 to the Senior Nutrition Program Grant Agreement. Upon Council approval of a budget appropriation, grant revenues in the amount of \$85,906 and program income in the amount of \$16,000 will be appropriated to FY15-16 Senior Nutrition Program through June 30, 2016.

Attachment #1 - VCAAA Contract Amendment #8 for July 1, 2015 - June 30, 2016

Attachment #2 - Special Budget Appropriation

**AMENDMENT #8 TO VENTURA COUNTY AREA AGENCY ON AGING GRANT
CONTRACT # 3C-007-071212 FOR THE PROVISION OF SERVICES
(SENIOR NUTRITION PROGRAM)**

The County of Ventura (County) and the City of Oxnard hereby agree that the grant agreement identified as Ventura County Area Agency on Aging Contract 3C-007-071212 previously entered into by the parties is amended effective July 1, 2015 as follows:

1. Contract term will be July 1, 2015 through June 30, 2016 subject to performance referenced in Article 1, Sections 1 through 4 of the Contract.
2. Contract not to exceed amount will be \$85,906.00.
3. The funds provided under this contract are State and Federal Funds passed through from the California Department of Aging to the County of Ventura under contract AP-1516-18. Applicable CFDA Number for Federal Funds indicated herein is required and must be reported under the Single Audit Act.

Fiscal Year Funds:	<u>FY 2015-2016</u>
Contract Number:	<u>3C-007-071212</u>
Funding Agency Name (State / Federal):	<u>State of California</u>
CFDA No.:	<u>93.045</u>
Program Name:	<u>Senior Nutrition</u>
State Fund Amount:	<u>\$0</u>
Federal Fund Amount	<u>\$ 55,960 (C1)</u>
	<u>\$ 29,946 (C2)</u>
TOTAL CONTRACT AMOUNT:	<u>\$ 85,906.00</u>
Match (10% required, cash or in kind):	<u>\$ 8,590.60</u>
Contract Amount including Match:	<u>\$ 94,496.60</u>

4. Reference State of California Contract number AP-1516-18 for fiscal year 2015-2016.
5. Exhibit A (Scope of Work), Exhibit B (Other Assurances) and Exhibit C (Contingencies) are attached and are integral parts of this contract.

All other terms and conditions remain the same.

CONTINUED ON NEXT PAGE

CONTRACT NO: 3C-007-071212

COUNTY OF VENTURA:

GRANTEE: City of Oxnard

Authorized Signature

Authorized Signature

Printed Name

Greg Nyhoff
Printed Name

Buyer, GSA Procurement
Title

City Manager
Title

Date

Date

CONTRACT # 3C-007-071212 - AMENDMENT #8**EXHIBIT A****SCOPE OF WORK, SERVICES AND REPORTING REQUIREMENTS – FY 2015-16**

GRANTEE: CITY OF OXNARD
PROJECT: SENIOR NUTRITION PROGRAM

Grantee agrees to provide and report the grant funded services that are described below.

- 1) Provide the quantity of Congregate and Home-Delivered meals listed below, to seniors aged 60 years and older. Seniors will be given the opportunity to make a donation for meals received.

SERVICE CATEGORIES:

A Congregate meal is defined as meeting the USDA's Dietary Guidelines for Americans (DGA) as determined by the VCAAA Registered Dietitian and served in a social setting. A Home-Delivered meal is delivered to a homebound senior whose eligibility is assessed quarterly.

SERVICE AND REPORTING REQUIREMENTS:

Service Category	Number of Service Units to be Provided July 1, 2015 – June 30, 2016	Funding
Congregate Meals	10,000	Title III C1
Home Delivered Meals	23,400	Title III C2
Totals	33,400	100%

NOTE: Service requirements are contingent upon funding and are subject to change accordingly. Reference California Department on Aging Contract #AP-1516-18.

EXHIBIT B

ADDITIONAL TERMS – FY 2015-16

Contractor: CITY OF OXNARD

Project Description: FY 2015-16 Senior Nutrition Program

Contract Number: 3C-007-071212

The services and activities provided by the City of Oxnard's Senior Nutrition Program shall include but not be limited to the following: Service of congregate and home-delivered meals in the Oxnard area in accordance with all local, state and federal laws.

ADDITIONAL ASSURANCES REQUIRED OF ALL TITLE III C GRANTEES

Eligibility for Senior Nutrition Services

Individuals eligible to receive Senior Nutrition Program meals are as follows:

- Congregate Meals - Individuals eligible to receive meals at a congregate site are as follows:
 - a) Any individual aged 60 and older; or
 - b) The spouse of a participant; or
 - c) A disabled individual who resides at home with and accompanies an eligible participant.
- Home Delivered Meals - Individuals eligible to receive a home delivered meal are as follows:
 - a) Any individual aged 60 and older who is frail and homebound by reason of disability, illness or isolation; or
 - b) A spouse of a home delivered meal recipient, regardless of age, if it is determined that providing a meal is in the best interest of the homebound participant; or
 - c) An individual with a disability who resides at home with a participant if it is determined that providing a meal is in the best interest of the homebound individual.

Volunteers may be offered a meal if doing so will not deprive a participant of a meal. Grantee shall establish in writing and implement a policy for providing and accounting for meals provided to Senior Nutrition Program volunteers. The grantee shall report to the Area Agency volunteer meals on their weekly rosters and on their monthly meal counts. In all cases of eligibility, priority shall be given to individuals aged 60 and older.

Meal Contributions

Grantee shall develop in writing and implement a policy that determines a suggested monetary contribution for meal recipients. When developing the suggested contribution

EXHIBIT B – Title III C

Attachment #1

Page 4 of 10

amount, each grantee shall take into account the income ranges of the older individuals in their community as well as other sources of program income. The suggested contribution cannot exceed the actual cost of the meal. A sign shall be posted at the congregate meal site that states the suggested contribution amount and the fee for guests.

Grantee shall ensure that an eligible participant who receives a meal shall be given the opportunity to contribute towards the cost of the meal; however, no eligible individual can be denied a meal due to failure to contribute. Furthermore, the grantee shall ensure that the amount of each individual's contribution is kept confidential.

All contributions and fees are to be identified as "program income." The grantee shall develop written procedures and implement accounting measures to accurately collect and protect meal contributions on a daily basis. The written policy shall include measures to counter any loss, mishandling and/or theft of funds.

Grantee shall establish a separate account for Senior Nutrition Program income. 90% of the total contributions may be used by the grantee to increase the numbers of meals served without prior approval of the Area Agency. The grantee shall maintain a minimum reserve of 10% of the total contributions. The Area Agency reserves the right to use the 10% minimum reserves toward annual program enhancements. Such program enhancements will be at the discretion of the Area Agency, however, the particular needs of each site will be considered on a case by case basis.

Limited English-Speaking Participants

Grantee agrees to provide the Area Agency with the following information regarding program participants: number or proportion of limited English-speaking (LEP) persons likely to be encountered by the program, frequency with which LEP individuals come in contact with the program, nature and importance of the services provided to people's lives.

Grantee shall take reasonable steps to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following: Interpreters or bilingual providers and provider staff, contracts with interpreter services, use of telephone interpreter lines, sharing of language assistance materials and services with other providers, translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs and referral to culturally and linguistically appropriate community service programs

Inquiries and Complaints regarding National Origin

Grantee must designate an employee to whom initial complaints or inquiries regarding national origin can be directed. The name of the individual shall be provided to the Ventura County Area Agency on Aging's Grants and Planning Manager within 30 days of this

EXHIBIT B – Title III C

Attachment #1

Page 5 of 10

contract being in effect. Any subsequent changes in the designation must be reported as soon as possible.

Complaints relating to national origin discrimination shall be handled by the grantee. If the complaint is not resolved the complainant shall be provided with the name and phone number of the person of the Area Agency on Aging who handles complaints regarding national origin. Christine Voth is the designated staff person at the Area Agency on Aging to handle these types of complaint. She can be reached at (805) 477-7300. If a complaint is made by a program participant alleging discrimination based upon a violation of State of Federal Law (22 CCR 98211, 98310, 98340) the Grantee agrees to notify the Area Agency on Aging immediately.

Matching Requirements

- The required program matching contributions for Title III C is ten (10) percent.
- Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
- Matching contributions generated in excess of the minimum required are considered overmatch.

Grantee Security Awareness Training Requirement

All employees of the Grantee will complete the required Security Awareness Training module located at www.aging.ca.gov within 30 days of the start of this contract or within 30 days of the state date of any new employees. The Grantee may substitute the California Department of Aging's Security Awareness Training program with its own Security Training provided such training meets or exceeds CDA's training requirement. The Area Agency on Aging must approve any substitute training beforehand.

Grantee must retain names of dates of training of staff and make available to the Area Agency on Aging upon request.

Administrative Responsibilities

Senior Nutrition Program grantees shall adhere to weekly, monthly, quarterly and annual reporting requirements as determined by the Area Agency. Administrative reporting requirements include, but are not limited to, the timely and accurate reporting of monthly meal counts, weekly participant Meal Registration and Home Delivered Meals Application forms, Requests For Funds (RFF) and the ordering of food.

Staff Qualifications

- Site Coordinator - Each Senior Nutrition Program grantee shall employ a Site Coordinator that is responsible for the day to day administration and operations at their site. The Site Coordinator shall have one of the following qualifications:

EXHIBIT B – Title III C

Attachment #1

Page 6 of 10

- a) An Associate Degree in Institutional Food Service or closely related field, and two years' experience as a food service supervisor; or
 - b) Demonstrable experience in food service and, within twelve months of hire, successfully complete twenty hours of college level coursework in food service management, business administration and/or personnel; or
 - c) Two years' experience in food service management as verified by a Registered Dietitian prior to hire.
- Program Staff - Each Senior Nutrition Program grantee shall ensure that there are sufficient numbers of paid staff and/or volunteers to carry out the requirements of the program. The total number of qualified staff shall be determined by the scope and level of services provided.

Staff and Volunteer Training Requirements

All staff, paid and volunteer, shall be oriented and trained to perform their assigned responsibilities and tasks. Grantee shall have a written grievance policy posted for staff that ensures an equitable process for handling staff complaints.

Training by the Area Agency Registered Dietitian (RD) shall include at a minimum, food safety (Serve Safe), prevention of foodborne illness and Hazard Analysis Critical control Points (HACCP). All new Site Coordinators must be Serve Safe trained prior to the commencement of serving food. The RD will provide a yearly written plan for staff training that shall be maintained at each Senior Nutrition Program site. A minimum of four hours per year of approved staff training shall be provided for paid and non-paid food service staff at each Senior Nutrition Program site by the RD. Training sessions shall be conducted quarterly, documented with attendance records and evaluated by those receiving the training. All training records shall be submitted to the Area Agency quarterly.

Safety

Grantee is responsible for contracting with local fire safety departments to provide accident prevention, fire safety, first aid, choking, earthquake preparedness and other emergency procedures training required at each congregate meal site. A current Fire Inspection Certification shall be displayed at each site. Each meal site and/or Home Delivered Meals distributor is also required to maintain and make available to staff upon request current Material Safety Data Sheets (is MSDS) at their site(s) per 29 CFR. Furthermore, each meal site and/or home delivered meals distributor must display a State of California Health Certification. Each congregate meal site must also display a Serve Safe Certification.

Nutrition Education Services for Participants

Nutrition education for program participants shall be provided at a minimum of four times per year. All training shall be conducted by the RD who develops and maintains a yearly nutrition education plan. Nutrition education for congregate meal participants may include

EXHIBIT B – Title III C

Attachment #1

Page 7 of 10

demonstrations, presentations, lectures and group discussions, all of which may be augmented with printed materials. Distribution of printed materials shall constitute nutrition education for home delivered meal recipients. Accurate training records shall be kept by each grantee that indicate the type and duration of training. Training records shall be submitted to the Area Agency on a quarterly basis to ensure that training requirements are being met.

Records, Reports, Distribution of Information and Confidentiality

Grantee shall maintain current and accurate records on congregate and home-delivered meal participants as follows:

- a) Both congregate and home delivered meal participants shall have a Senior Nutrition Program Meal Registration form on file.
- b) Each home-delivered meal recipient shall also have a Senior Nutrition Program Home Delivered Meal Application form on file.
- c) New Meal Registration and HDM Application forms shall be provided to the Area Agency on a weekly basis in order to ensure proper meal inventories.
- d) Each Senior Nutrition Program Site Coordinator shall use the Meal Registration forms to generate weekly meal rosters for both home delivered and congregate meal recipients.
- e) Weekly rosters shall be forwarded to the Area Agency upon their completion.
- f) Each Senior Nutrition Program grantee shall report to the Area Agency in a timely and accurate manner the total number of meals served monthly.

Nutrition Services Requirements

Grantee shall ensure that the congregate meal site adheres to the following requirements:

- a) Each participant is registered for a meal using the Senior Nutrition Program Meal Registration form; and
- b) Provide a means by which to obtain participants' views about the services received; and
- c) Provide meals, if available, to all participants regardless of reservation status; and
- d) Ensure that trained staff (paid and/or non-paid) is physically present during the time that meals are being served; and
- e) Provide restrooms, lighting and ventilation at the site that meets the requirements of the California Uniform Retail Food Facilities Law (CURFFL); and
- f) Provide equipment, including tables and chairs, that is sturdy and appropriate for older individuals; and
- g) Arrange tables and chairs in such a manner as to be conducive to and encourage socialization among participants.

Grantee contracting for home delivered meal service shall adhere to the following requirements:

EXHIBIT B – Title III C

Attachment #1

Page 8 of 10

- a) Eligible participants are registered and assessed for need using the Senior Nutrition Program Meal Registration and Home Delivered Meal Application forms; and
- b) Initial assessments may be done by telephone, however, a written assessment shall be conducted at the participants' homes within two weeks of the beginning of meal service; and
- c) Participants shall be assessed for other, nutrition-related supportive services and referred as needed; and
- d) Participants shall be reassessed in their homes every six months and by telephone every other quarter to ensure eligibility.

A waiting list shall be established whenever a grantee is unable to provide home delivered meals to all eligible participants. Waiting lists must be pre-approved by the Area Agency. The decision to place an eligible individual on a waiting list and their ranking on that list shall be determined by greatest social and economic need.

Nutritional Requirements of Meals

Area Agency shall provide each Senior Nutrition Program grantee with five meals per week that meet nutritional criteria outlined in the USDA's Dietary Guidelines for Americans (DGAs) for older adults. Each meal shall provide the following:

- a) A weekly average caloric range of 600 to 800 kilocalories per meal; and
- b) Three ounces of cooked, edible protein in the form of meat, fish, poultry, eggs, cheese or the protein equivalent; and
- c) At least two one-half cup servings of different vegetables or fruits or their juices; and
- d) At least one serving of whole grain; and
- e) Eight ounces of fortified fat-free or low-fat milk; and
- f) One-half cup serving of dessert; and
- g) Foods containing a minimum of 30 milligrams of Vitamin C; and

Additionally, food(s) containing a minimum of 300 micrograms of Vitamin A shall be served at least three times per week.

These meals and any other Sr. Nutrition Program meals served by grantee shall constitute the menu provided to participants of the Senior Nutrition Program. Any and all supplemental foods and/or enhancements must be reviewed and approved by the Area Agency.

FY 2015-16 AMENDMENT #8
EXHIBIT C - CONTINGENCIES

GRANTEE: CITY OF OXNARD
PROJECT: SENIOR NUTRITION PROGRAM INCENTIVE FUNDING

The performance of this contract is subject to the contingencies (if any) identified below.

- The Area Agency shall not be compelled to perform any obligation pursuant to this Agreement unless and until all Contingencies are met to the satisfaction of the Area Agency.
- The Area Agency shall notify the Grantee in writing when Grantee has satisfied the Contingencies.
- A Grantee that provides services under the terms of this contract prior to receiving a *Written Notification of Satisfaction of Contingencies* from the Area Agency does so at Grantee's sole risk.

CONTRACT CONTINGENCIES

- None -

REQUEST FOR BUDGET APPROPRIATION

Department: Recreation
Project/Program
Manager: Greg Barnes

Date: June 9, 2015

Phone: 805-385-8022

Reason for Appropriation:

To recognize the FY 15-16 Senior Nutrition grant from the Ventura County Area Agency on Aging and program donations as matching contribution.

Accounts and Descriptions

AMOUNT

Fund: **FEDERAL TERM GRANTS FUND (261)**

Revenues:

Senior Nutrition FY 15-16

261-5503-581-75.33	MISCELLANEOUS REVENUES / FEDERAL PASS-THROUGH	85,906
261-5390-581-75.08	MISCELLANEOUS REVENUES / DONATIONS	16,000
	Sub-total Revenues	<u>101,906</u>

Expenditures:

Senior Nutrition FY 15-16

261-5503-805-80.02	PERSONAL SERVICES / DIRECT LABOR-TEMPORARY	54,900
261-5503-805-81.09	MATERIALS AND SUPPLIES / SUPPLIES - OTHER	6,285
261-5503-805-82.09	CONTRACTS & SERVICES / SVCS-OTHER PROF/CONTRACT	24,721
261-5390-805-80.02	PERSONAL SERVICES / DIRECT LABOR-TEMPORARY	16,000
	Sub-total Expenditures	<u>101,906</u>

Net Change to Fund Balance 0

Approvals

Department Director

Chief Financial Officer

City Manager

ATTACHMENT 2
PAGE 1 OF 1



Meeting Date 006/16/15

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

Prepared By: Danielle M. Navas

Danielle M. Navas

Agenda Item No.

L-1

Reviewed By: City Manager

JM

City Attorney

JBB

Finance

TY

Other (Specify)

DATE: April 27, 2015

TO: City Council

FROM: Danielle M. Navas, City Treasurer

D. Navas

SUBJECT: Quarterly Investment Report for the Third Quarter F/Y 2014-2015

RECOMMENDATION

That City Council accepts the quarterly Investment Report for the Third Quarter F/Y 2014-2015.

DISCUSSION

The City Treasurer will continue to provide this quarterly report to keep you informed of the status of the investment portfolio, however, it is no longer required by state law. This is one of many previously reimbursable state mandated items not required due to lack of state funding. The Investment Policy was presented to City Council with the Annual Report of Investment Policy on September 23, 2014. The City of Oxnard Treasurer's Office Market Report as of March 31, 2015 is provided as Attachment 1. The source of the market values is Sungard, the vendor of the City's investment reporting system. Investments in the City's portfolio meet the requirements of the City of Oxnard's adopted investment policy. Detailed information regarding individual investments is maintained in the City Treasurer's Office.

The following statistics provide a summary on the status of the portfolio as of March 31, 2015:

Original cost of investments	\$ 123,229,729	Book Value
Total to be received at maturity	\$ 123,230,000	Par Value
If sold on March 31, 2015	\$ 123,269,203	Market Value
Gain/ (Loss) if sold on March 31, 2015	\$ 39,474*	

*All investments purchased are held to maturity. Sufficient liquidity is maintained for unexpected needs so that sale of an investment may not be necessary. Any gain or loss related to changing market value is only a "paper" gain or loss, not an increase or decrease in the funds of the City.

Total earnings (3rd quarter)	\$ 266,273	
Average yield (3rd quarter)	.90%	(for the month .87%)
Average days to maturity (3rd quarter)	708	(for the month 708 days)

Subject: Quarterly Investment Report for the Third Quarter F/Y 2014-2015

April 27, 2015

Page 2

The quarterly average yield on the portfolio was .90 percent compared with the Local Agency Investment Fund (LAIF) yield of .26 percent for the same period. The LAIF portfolio is comprised of public funds invested on a short-term basis with priority of safety first followed by need for liquidity and yield, the priorities of the City Treasurer's Investment Policy.

The federal funds rate remains unchanged at .00 to .25 percent.

In compliance with California Government Code section 53646, adequate funds are available to meet the anticipated expenditure requirements for the next six months.

FINANCIAL IMPACT

None at this time.

Attachment #1 –Investment Inventory as of March 31, 2015

Attachment #2 – Benchmark Rate Comparison



Date Basis: Settlement

Inv. No.	Description	CUSIP	Purchase Maturity	Coupon YTM TR	Current Par / Share Current Book	Market Value Market Price	Curr Accr Int Price Source
Inv Type: 12 FEDERAL HOME LOAN BANK BONDS							
16938	FHLB	313381RE7	01/30/2013	1.000000	2,000,000.00	1,995,980.00	3,388.89
			01/30/2018	1.000000	2,000,000.00	99.799000	SUNGARD
16951	FHLB	313383AV3	06/12/2013	1.000000	2,000,000.00	1,991,520.00	6,055.56
			06/12/2018	1.000000	2,000,000.00	99.576000	SUNGARD
16952	FHLB	313383A68	06/13/2013	1.080000	2,000,000.00	1,993,540.00	6,480.00
			06/13/2018	1.080000	2,000,000.00	99.677000	SUNGARD
16954	FHLB	313383HQ7	06/27/2013	1.200000	2,000,000.00	2,008,060.00	6,266.67
			06/27/2018	1.200000	2,000,000.00	100.403000	SUNGARD
16955	FHLB	313383HQ7	06/27/2013	1.200000	2,000,000.00	2,008,060.00	6,266.67
			06/27/2018	1.200000	2,000,000.00	100.403000	SUNGARD
16978	FHLB	3130A45D0	02/20/2015	1.250000	2,000,000.00	1,998,460.00	2,847.22
			02/20/2019	1.250000	2,000,000.00	99.923000	SUNGARD
16979	FHLB	3130A4BA9	02/27/2015	1.500000	2,000,000.00	2,003,640.00	2,833.33
			08/27/2018	1.500000	2,000,000.00	100.182000	SUNGARD
Subtotal					14,000,000.00	13,999,260.00	34,138.34
					14,000,000.00	99.994714	

[illegible]

16928	FFCB	3133EAP28	08/22/2012	1.100000	2,000,000.00	1,998,660.00	2,383.33
-------	------	-----------	------------	----------	--------------	--------------	----------



Inventory by Market Value

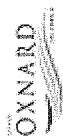
As Of Date: 03/31/2015

Date Basis: Settlement

City of Oxnard - Treasurer's Office

Inv. No.	Description	CUSIP	Purchase Maturity	Coupon YTM TR	Current Par / Share Current Book	Market Value Market Price	Curr Accr Int Price Source
16929	FFCB	3133EAP28	08/22/2017	1.100000	2,000,000.00	99.933000	SUNGARD
			08/22/2012	1.100000	2,000,000.00	1,998,660.00	2,383.33
			08/22/2017	1.100000	2,000,000.00	99.933000	SUNGARD
16933	FFCB	3133EA3J5	10/10/2012	.900000	2,000,000.00	1,991,860.00	8,550.00
			10/10/2017	.900000	2,000,000.00	99.593000	SUNGARD
16934	FFCB	3133EA4H8	10/11/2012	.820000	2,000,000.00	1,992,300.00	3,644.44
			07/11/2017	.820000	2,000,000.00	99.615000	SUNGARD
16940	FFCB	3133ECEQ3	02/06/2013	1.100000	2,000,000.00	2,000,220.00	3,361.11
			02/06/2018	1.100000	2,000,000.00	100.011000	SUNGARD
16941	FFCB	3133ECEQ3	02/06/2013	1.100000	2,000,000.00	2,000,220.00	3,361.11
			02/06/2018	1.100000	2,000,000.00	100.011000	SUNGARD
16944	FFCB	3133ECL44	04/11/2013	1.000000	2,000,000.00	1,994,640.00	9,444.44
			04/11/2018	1.000000	2,000,000.00	99.732000	SUNGARD
16949	FFCB	3133ECQ56	05/22/2013	1.080000	2,000,000.00	1,994,680.00	7,740.00
			05/22/2018	1.080000	2,000,000.00	99.734000	SUNGARD
16950	FFCB	3133ECRP1	06/11/2013	1.150000	1,250,000.00	1,257,962.50	4,392.36
			06/11/2018	1.150000	1,250,000.00	100.637000	SUNGARD
16953	FFCB	3133ECSQ8	06/25/2013	1.375000	2,000,000.00	1,997,020.00	7,333.33
			06/25/2018	1.375000	2,000,000.00	99.851000	SUNGARD
16964	FFCB	3133EDHG0	03/19/2014	1.390000	2,000,000.00	2,000,280.00	926.67
			03/19/2018	1.390000	2,000,000.00	100.014000	SUNGARD
16965	FFCB	3133EDCI9	12/26/2013	1.180000	2,000,000.00	2,000,240.00	327.78
			09/26/2017	1.180000	2,000,000.00	100.012000	SUNGARD
16968	FFCB	3133EDKR2	04/30/2014	1.870000	2,000,000.00	2,002,920.00	15,687.22
			04/30/2019	1.870000	2,000,000.00	100.146000	SUNGARD
16969	FFCB	3133EDLX8	05/21/2014	1.320000	2,000,000.00	2,020,760.00	9,533.33
			05/21/2018	1.320000	2,000,000.00	101.038000	SUNGARD
16970	FFCB	3133EDN81	06/12/2014	1.850000	2,000,000.00	2,004,760.00	11,202.78
			06/12/2019	1.850000	2,000,000.00	100.238000	SUNGARD
16971	FFCB	3133EDP48	06/24/2014	1.970000	2,000,000.00	2,007,060.00	10,616.11
			06/24/2019	1.970000	2,000,000.00	100.353000	SUNGARD
16975	FFCB	3133EELA6	01/22/2015	1.790000	2,000,000.00	2,001,640.00	6,861.67
			10/22/2019	1.790000	2,000,000.00	100.082000	SUNGARD
16976	FFCB	3133EEKX7	01/22/2015	1.540000	2,000,000.00	2,001,420.00	5,903.33
			01/22/2019	1.540000	2,000,000.00	100.071000	SUNGARD
Subtotal				1.316525	35,250,000.00	35,265,302.50	113,652.34
				1.316525	35,250,000.00	100.043411	

Inv Type: 23 OTHER GOVERNMENT AGENCIES



Inventory by Market Value

As Of Date: 03/31/2015

Date Basis: Settlement

City of Oxnard - Treasurer's Office

Inv. No.	Description	CUSIP	Purchase Maturity	Coupon YTM TR	Current Par /Share Current Book	Market Value Market Price	Curr Accr Int Price Source
16922	FHLMC	3134G3UQ1	05/15/2012	1.150000	2,000,000.00	2,002,020.00	8,688.89
			05/15/2017	1.150000	2,000,000.00	100.101000	SUNGARD
16927	FHLMC	3134G3ZR4	08/07/2012	1.000000	2,000,000.00	2,001,620.00	3,000.00
			08/07/2017	1.000000	2,000,000.00	100.081000	SUNGARD
16945	FHLMC	3134G42G2	04/30/2013	1.050000	2,000,000.00	1,990,560.00	8,808.33
			04/30/2018	1.050000	2,000,000.00	99.528000	SUNGARD
16967	FHLMC	3134G4Z43	04/17/2014	1.375000	2,000,000.00	2,001,060.00	12,527.78
			04/17/2018	1.375000	2,000,000.00	100.053000	SUNGARD
16974	FHLMC	3134G5W43	12/30/2014	1.050000	2,000,000.00	2,000,000.00	5,308.33
			06/30/2017	1.050000	2,000,000.00	100.000000	SUNGARD
Subtotal				1.125000	10,000,000.00	9,995,260.00	38,333.33
				1.125000	10,000,000.00	99.952600	

Inv Type: 60 NEGOTIABLE CERTIFICATE OF DEPO

16959	NCD	17284CTY0	11/14/2013	2.150000	245,000.00	245,000.00	1,991.55
			11/14/2018	2.150000	245,000.00	100.000000	BOOK
16960	NCD	0606247G2	11/12/2013	2.200000	245,000.00	245,000.00	2,067.40
			11/13/2018	2.200000	245,000.00	100.000000	BOOK
16961	NCD	795450RJ6	11/13/2013	2.000000	245,000.00	245,000.00	1,866.03
			11/13/2018	2.000000	245,000.00	100.000000	BOOK
Subtotal				2.116667	735,000.00	735,000.00	5,924.98
				2.116667	735,000.00	100.000000	

Inv Type: 62 NEGOTIABLE CERTIFICATE MONTHLY

16980	NCD	43738AFU5	03/30/2015	1.500000	245,000.00	245,000.00	20.14
			03/29/2019	1.500000	245,000.00	100.000000	BOOK
Subtotal				1.500000	245,000.00	245,000.00	20.14
				1.500000	245,000.00	100.000000	

Inv Type: 85 DEPOSIT NOTES

16943	MTN	25468PCV6	03/05/2013	1.100000	2,000,000.00	2,001,080.00	7,333.33
			12/01/2017	1.100000	2,000,000.00	100.054000	SUNGARD
Subtotal				1.100000	2,000,000.00	2,001,080.00	7,333.33
				1.100000	2,000,000.00	100.054000	

Inv Type: 86 DEPOSIT NOTES QUARTERLY

16932	MTN	36962G5Y6	06/07/2012	1.450000	2,000,000.00	2,020,240.00	2,575.01
			05/30/2017	1.456211	1,999,729.04	101.012000	SUNGARD
Subtotal				1.450000	2,000,000.00	2,020,240.00	2,575.01
				1.456211	1,999,729.04	101.012000	

Inv Type: 99 LAIF

16434	LOCAL AGENCY INVEST		07/01/2002	.260000	45,000,000.00	45,000,000.00	28,672.37
-------	---------------------	--	------------	---------	---------------	---------------	-----------



Inventory by Market Value

As Of Date: 03/31/2015

Date Basis: Settlement

City of Oxnard - Treasurer's Office

Inv. No.	Description	CUSIP	Purchase Maturity	Coupon YTM TR	Current Par / Share Current Book	Market Value Market Price	Curr Accr Int Price Source
			04/01/2015	.260000	45,000,000.00	100.000000	BOOK
			Subtotal	.260000	45,000,000.00	45,000,000.00	28,672.37
Grand Total			Count 45	.882582 .882683	123,230,000.00 123,229,729.04	123,269,202.50 100.031812	256,299.01

*Includes Accrued Discount: \$329.04
Earned Interest Yield This Period: 0.87%

Inventory by Market Value

As Of Date: 03/31/2015

Date Basis: Settlement

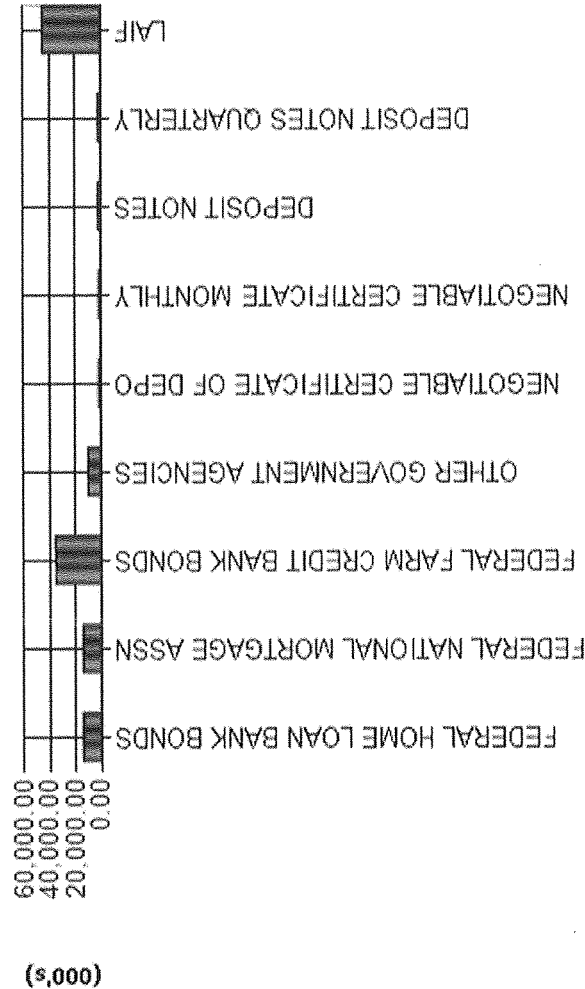
Run: 04/07/2015 04:31:04 PM

Reporting Currency: Local

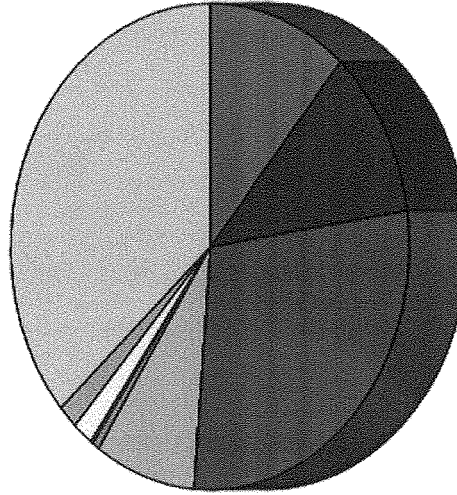
City of Oxnard - Treasurer's Office

Assets	Current Par	Current Book	Market	MKT / Book	Yield
FEDERAL HOME LOAN BANK BONDS	14,000,000.00	14,000,000.00	13,999,260.00	99.99%	1.18%
FEDERAL NATIONAL MORTGAGE ASSN	14,000,000.00	14,000,000.00	14,008,060.00	100.06%	1.14%
FEDERAL FARM CREDIT BANK BONDS	35,250,000.00	35,250,000.00	35,265,302.50	100.04%	1.32%
OTHER GOVERNMENT AGENCIES	10,000,000.00	10,000,000.00	9,995,260.00	99.95%	1.13%
NEGOTIABLE CERTIFICATE OF DEPO	735,000.00	735,000.00	735,000.00	100.00%	2.12%
NEGOTIABLE CERTIFICATE MONTHLY	245,000.00	245,000.00	245,000.00	100.00%	1.50%
DEPOSIT NOTES	2,000,000.00	2,000,000.00	2,001,080.00	100.05%	1.10%
DEPOSIT NOTES QUARTERLY	2,000,000.00	1,999,729.04	2,020,240.00	101.03%	1.46%
LAIF	45,000,000.00	45,000,000.00	45,000,000.00	100.00%	0.26%
Totals	123,230,000.00	123,229,729.04	123,269,202.50	100.03%	0.88%

Asset Allocation



CURRENT PAR%



FEDERAL HOME LOAN BANK BONDS - 11%
 FEDERAL NATIONAL MORTGAGE ASSN - 11%
 FEDERAL FARM CREDIT BANK BONDS - 29%
 OTHER GOVERNMENT AGENCIES - 8%
 NEGOTIABLE CERTIFICATE OF DEPO - 1%
 NEGOTIABLE CERTIFICATE MONTHLY - 0%
 DEPOSIT NOTES - 2%
 DEPOSIT NOTES QUARTERLY - 2%
 LAIF - 37%

■ Par
 ■ Book
 ■ Market

**CITY OF OXNARD BENCHMARK COMPARISON
VS. LAIF AND 2-YR TREASURIES
as of March 31, 2015**

<u>FISCAL YEAR</u>		<u>CITY</u>	<u>LAIF</u>	<u>2 YR TREASURY</u>
2013/14	12 mo avg	1.26	0.25*	0.34*
2012/13	12 mo avg	0.91	0.25	0.30
2011/12	12 mo avg	1.34	0.38	0.28
2010/11	12 mo avg	2.02	0.49	0.55
2009/10	12 mo avg	2.34	0.65	0.86
2008/09	12 mo avg	3.79	2.16	1.51
2007/08	12 mo avg	4.68	3.11	3.08

<u>Quarterly Average FY 2014-15</u>		<u>CITY</u>	<u>LAIF</u>	<u>2 YR TREAS</u>
<i>First Quarter</i>	<i>July-September 2014</i>	<i>0.85</i>	<i>0.25</i>	<i>0.51</i>
<i>Second Quarter</i>	<i>October- December 2014</i>	<i>0.92</i>	<i>0.26</i>	<i>0.52</i>
<i>Third Quarter</i>	<i>January- March 2015</i>	<i>0.90</i>	<i>0.26</i>	<i>0.60</i>
<i>Fourth Quarter</i>	<i>April-June 2015</i>			

CITY = CITY OF OXNARD

LAIF = STATE LOCAL AGENCY INVESTMENT FUND

2 YR TREASURY = U S GOVERNMENT TREASURY BILLS - 2 YR MATURITY

* Revised due to the sum of the quarterly rate erroneously listed instead of the annual average rate.

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

Prepared By: Christopher Williamson, AICP *CW* Agenda Item No. L-2Reviewed By: City Manager *JM* City Attorney *SMF* Finance *JF* Other (Specify) _____

DATE: June 9, 2015

TO: City Council

FROM: Ashley Golden, Interim Director *Ashley Golden*
Development Services**SUBJECT: Authorization to Appropriate \$250,000 General Plan Maintenance Fee Revenue****RECOMMENDATION**

That City Council recognize and approve \$250,000 collected in Fiscal Year 2014-2015 from the General Plan Maintenance Fee for the four tasks that are related to preparation, maintenance, and/or revision of the 2030 General Plan and the Oxnard Local Coastal Program (LCP).

DISCUSSION

In 2002, AB 2936 amended Section 66014(b) of the Government Code to allow local governments to charge permit fees for "...costs reasonably necessary to prepare and revise the plans and policies that a local agency is required to adopt before it can make any necessary findings and determinations." The fee is currently \$24.00 per \$1,000.00 building permit valuation (0.24%), collected when a building permit is issued, and was set at that rate to raise approximately \$250,000 per year to fund Planning Division staff and/or to retain expert consultant services working on the general plan and LCP. The balance in the account as of May 26, 2015 was \$238,742 which is expected to increase to at least \$250,000 by the end of the 2014/2015 fiscal year (June 30, 2015).

This request allocates \$250,000 as follows:

Local Coastal Plan Update:

- 1) \$100,000 The appropriation increases the City's LCP total set-aside to \$216,000 which, coupled with the Coastal Commission/Ocean Protection Council grant of \$150,000, totals \$366,000 that should fund the LCP Update to completion and adoption of an updated LCP and implementing zoning code, followed by submission to the Coastal Commission for certification. This funding includes preparing an LCP Update and Chapter 17 Code amendments related to the Ordinance 2882 moratorium, per May 19, 2015 Council direction.

California Environmental Quality Act (CEQA) Thresholds Update:

- 2) \$25,000 In 2011, staff initiated an update to the 1995 CEQA Thresholds as part of the 2030 General Plan. In the past five years, changes to CEQA Guidelines require additional changes to thresholds such as adding a Greenhouse Gas emission threshold and

replacing Level of Service with Vehicle Miles Traveled to comply with recent State Law. Adoption of updated CEQA Thresholds establishes environmental impact and mitigation policies and standards necessary for making CEQA findings and determinations in tandem with 2030 General Plan findings. This funding includes preparing an update to the Aesthetic Threshold related to the Ordinance 2882 moratorium, per May 19, 2015 Council direction.

Housing Element:

- 3) \$50,000 A Draft 2013-2021 Housing Element (Chapter 8 of the 2030 General Plan) is nearly complete and will be transmitted to the State Department of Housing and Community Development (HCD) for their initial 60-day review. This funding will cover consultant and City staff time to respond to HCD comments, prepare a Final 2013-2021 Housing Element for Planning Commission and City Council review and adoption, and prepare amendments to several housing element related ordinances that implement the 2013-2021 Housing Element. Any unspent funds would be reserved for a HCD-required 2018 update.

General Plan Staff Cost Revenue Offset:

- 4) \$75,000 This amount would credit the 2014/2015 fiscal year as an offset for Principal Planner staff time spent on the General Plan and LCP Update.

\$250,000 **TOTAL**

FINANCIAL IMPACT

General Plan Maintenance Fees in the amount of \$238,742 have been received in Fiscal Year 2014-2015 as of May 26, 2015, and is expected to increase to at least \$250,000 by June 30, 2015.

CW/sr
Attachment #1 -Special Budget Appropriation

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Development Services
Project/Program
Manager: Chris Williamson

Date: June 9, 2015
Phone: 385-8156

Reason for Appropriation:

Appropriate General Plan Maintenance fee revenue to Local Coastal Plan, Housing Element Update, and CEQA Thresholds Update projects.

Accounts and Descriptions

AMOUNT

Fund: **GENERAL FUND (101)**

Revenues/Transfers In

GENERAL PLAN MAINTENANCE FEE (I41141)

101-4101-555.7380 COMM DEV/GENERAL PLAN MAINTENANCE 175,000

Sub-total Revenues 175,000

Expenditures/Transfers Out

LOCAL COASTAL PLAN UPDATE (14IN01))

101-4101-804.8209 SERVICES - OTHER PROF/CONTRACT 100,000

HOUSING ELEMENT UPDATE (14IN03)

101-4101-804.8209 SERVICES - OTHER PROF/CONTRACT 50,000

CEQA THRESHOLDS UPDATE (XXXXX)

101-4101-804.8209 SERVICES - OTHER PROF/CONTRACT 25,000

Sub-total Expenditures 175,000

Net Change to Fund Balance 0

Net Appropriation Change 175,000

Approvals

Department Director

Chief Financial Officer

City Manager

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

Prepared By: Carrie Sabatini *[Signature]* Agenda Item No. L-3Reviewed By: City Manager *[Signature]* City Attorney *[Signature]* Finance *[Signature]* Other (Specify) _____**DATE:** May 26, 2015**TO:** Housing Authority Board of Commissioners**FROM:** Carrie Sabatini, Interim Housing Director *[Signature]*
Housing Authority**SUBJECT:** Low Rent Public Housing Budget for Fiscal Year 2016**RECOMMENDATION**

That the Board of Commissioners of the Housing Authority of the City of Oxnard (1) adopt a resolution approving and adopting the recommended \$7,235,087 operating budget for the Low Rent Public Housing program ("LRPH") for fiscal year 2016, as presented for each project area and (2) approve and authorize the use of \$252,322 of reserves to fund the projected deficit.

DISCUSSION

This recommended budget pertains exclusively to the 666 units of LRPH owned and operated by the City of Oxnard Housing Authority ("OHA"). The recommended operating budget for all projects and the Central Office Cost Center ("COCC") is \$7,235,087. The operating budgets, if adopted as recommended, would result in a collective \$266,234 residual receipt.

The public housing program continues to be subject to asset management regulations in fiscal year 2016 and therefore each public housing project, as determined in previous years (i.e. 31-1 Colonia Village, 31-4 Pleasant Valley Village, etc.), is funded and budgeted for independently, as is the Central Office Cost Center ("COCC").

The Low Rent Public Housing program ("LRPH") is funded primarily with two sources of income: tenant rental income and operating subsidy from the U.S. Department of Housing and Urban Development ("HUD"). The amount of operating subsidy received is based upon a HUD determined formula, which considers the estimated costs to run each Public Housing development and reduces that by the amount of tenant rental income received by each development. So, as tenant rental income goes up, operating subsidy decreases and vice versa. An additional consideration in estimating the amount of operating subsidy each development may receive is based on the level of funding appropriated by Congress each year for the overall program. Operating subsidy for each year is appropriated on a calendar year basis. HUD subsidy for 2015 will be prorated at 85% of eligibility. Subsidy for 2016 is unknown as no federal budget has been adopted, so for purposes of the budgets, the proration of funding is estimated to remain the same throughout the fiscal year; however we are projecting a

decrease of approximately \$104,000 in operating subsidies.

For fiscal year 2016, staff projects that overall rental income will increase by \$293,524 over last year's rent projection. The primary reason for that increase is due to an overly cautious projection of the rent reductions that would occur as a result of 114 units in the 31-1 Colonia Village being relocated. Staff continues to work extremely hard to maximize tenant rent through rent ranging and placing tenants in properly sized units.

The COCC operates on HUD determined fee revenue generated from the projects including a management fee, a bookkeeping fee, and an asset management fee. Also included in the fee revenue to the COCC is a concept termed "fee-for-service" which is guided by HUD regulation. Under this arrangement, for certain specialized services where providing dedicated staff to each project is not practical, a centralized service is available to the projects, charged only as they are used (i.e. higher level carpentry, electrical, plumbing, etc.). Since these fees are classified as expenses to the projects and income to the COCC, on audited financial statements the income and expense for these items would be zeroed out so as not to be double counted. On this budget document, however, they are shown both places to clearly present the entire budget for each project and the COCC.

On the expense side, the majority of line items have decreased from prior year's budget, adjusted to bring the budget closer to anticipated actual expenses and based upon actual experience over the past three years. Expenses have decreased due to fewer units to maintain at Colonia Village and a decrease in workers compensation rates from the previous year. Staff will continue to closely monitor the budgets of all project areas and the COCC to try to achieve additional cost savings.

FINANCIAL IMPACT

It is anticipated that the Housing Authority will require the use of approximately \$252,000 in COCC reserves in fiscal year 2016. The unencumbered COCC reserve balance is approximately \$1,296,000.

Attachment #1 - Housing Authority Resolution
 #2 - HUD Form 52574 Operating Budget Resolution
 #3 - Budget Document

RESOLUTION NO. _____

RESOLUTION OF THE HOUSING AUTHORITY OF THE
CITY OF OXNARD APPROVING AND ADOPTING THE LOW
RENT PUBLIC HOUSING PROGRAM OPERATING BUDGET
FOR FISCAL YEAR 2016

WHEREAS, the Housing Authority of the City of Oxnard (Authority) has prepared the Low Rent Public Housing Program Operating Budgets now totaling \$7,235,087 for the fiscal year 2016; and

WHEREAS, the budgeted expenditures are necessary for the efficient and economical operation of the Authority for the purpose of serving low-income families; and

WHEREAS, the budget for the fiscal year 2016 indicates a source of funding adequate to cover all proposed expenditures; and

WHEREAS, the budgeted rental charges and expenditures will be consistent with the provisions of law and the Annual Contribution Contract; and

WHEREAS, the United States Department of Housing and Urban Development (HUD) requires the Authority to certify that no Authority employee is serving in a variety of positions which will exceed a 100% allocation of his/her time.

NOW THEREFORE, the Board of Commissioners of the Housing Authority of the City of Oxnard hereby resolves:

1. That the Low Rent Public Housing Program Operating Budgets (Operating Budgets) for the fiscal year 2016 totaling \$7,235,087 available on file at the Housing Department and incorporated in full herein by this reference is approved and adopted.
2. That no Authority employee reflected in the Operating Budgets is serving in a variety of positions which will exceed 100% allocation of his/her time.

[SIGNATURES ON FOLLOWING PAGE]

ATTACHMENT NO. 1
PAGE 1 OF 2

Fiscal Year 2016 LRPB Budget
Resolution
Page 2

APPROVED AND ADOPTED this 9th day of June 2015, by the following vote:

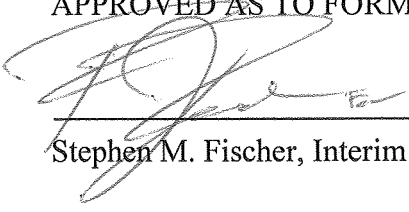
AYES:
NOES:
ABSENT:
ABSTAIN:

Tim Flynn, Chairman

ATTEST:

Daniel Martinez, Secretary Designate

APPROVED AS TO FORM:



Stephen M. Fischer, Interim General Counsel

PHA Board Resolution
Approving Operating Budget

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing -
Real Estate Assessment Center (PIH-REAC)

OMB No. 2577-0026
(exp. 04/30/2016)

Public reporting burden for this collection of information is estimated to average **10 minutes per response**, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is required by Section 6(c)(4) of the U.S. Housing Act of 1937. The information is the operating budget for the low-income public housing program and provides a summary of the proposed/budgeted receipts and expenditures, approval of budgeted receipts and expenditures, and justification of certain specified amounts. HUD reviews the information to determine if the operating plan adopted by the public housing agency (PHA) and the amounts are reasonable, and that the PHA is in compliance with procedures prescribed by HUD. Responses are required to obtain benefits. This information does not lend itself to confidentiality.

PHA Name: Housing Authority of the City of Oxnard PHA Code: CA031

PHA Fiscal Year Beginning: July 1, 2015 Board Resolution Number: _____

Acting on behalf of the Board of Commissioners of the above-named PHA as its Chairperson, I make the following certifications and agreement to the Department of Housing and Urban Development (HUD) regarding the Board's approval of (check one or more as applicable):

DATE

- ☒ Operating Budget approved by Board resolution on: _____
- ☐ Operating Budget submitted to HUD, if applicable, on: _____
- ☐ Operating Budget revision approved by Board resolution on: _____
- ☐ Operating Budget revision submitted to HUD, if applicable, on: _____

I certify on behalf of the above-named PHA that:

1. All statutory and regulatory requirements have been met;
2. The PHA has sufficient operating reserves to meet the working capital needs of its developments;
3. Proposed budget expenditure are necessary in the efficient and economical operation of the housing for the purpose of serving low-income residents;
4. The budget indicates a source of funds adequate to cover all proposed expenditures;
5. The PHA will comply with the wage rate requirement under 24 CFR 968.110(c) and (f); and
6. The PHA will comply with the requirements for access to records and audits under 24 CFR 968.110(i).

I hereby certify that all the information stated within, as well as any information provided in the accompaniment herewith, if applicable, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012.31, U.S.C. 3729 and 3802)

Print Board Chairperson's Name: Tim Flynn, Chairperson	Signature: 	Date:
---	--------------------	---------------

**OXNARD HOUSING AUTHORITY
LOW RENT PUBLIC HOUSING
FISCAL YEAR 2016 PROPOSED BUDGET**

	311 Budget	312 Budget	313 Budget	314 Budget	315 Budget	317 Budget	318 Budget	cocadmn Budget	Total Budget
3000-00-000 INCOME									
3100-00-000 TENANT INCOME									
3101-00-000 Rental Income									
3111-00-000 Tenant Rent	951,984	777,000	591,276	643,332	163,764	837,840	364,752	0	4,329,948
3119-00-000 Total Rental Income	951,984	777,000	591,276	643,332	163,764	837,840	364,752	0	4,329,948
3120-00-000 Other Tenant Income									
3120-01-000 Laundry and Vending	0	0	0	0	1,974	0	6,248	0	8,222
3120-02-000 Maintenance Charge	7,564	6,696	3,059	5,233	2,472	2,754	6,957	0	34,735
3120-04-000 Late Charges	200	150	100	350	0	200	50	0	1,050
3120-06-000 NSF Charges	60	0	20	60	0	20	20	0	180
3120-08-000 Cable Charges	14,532	10,014	7,042	9,767	4,743	10,069	9,778	0	65,945
3129-00-000 Total Other Tenant Income	22,356	16,860	10,221	15,410	9,189	13,043	23,053	0	110,132
3199-00-000 NET TENANT INCOME	974,340	793,860	601,497	658,742	172,953	850,883	387,805	0	4,440,080
3400-00-000 GRANT INCOME									
3401-00-000 HUD PHA Operating Grants/Subsidy	579,675	101,380	24,676	98,245	120,849	42,606	187,360	0	1,154,791
3499-00-000 TOTAL GRANT INCOME	579,675	101,380	24,676	98,245	120,849	42,606	187,360	0	1,154,791
3600-00-000 OTHER INCOME									
3610-00-000 Investment Income - Unrestricted	2,238	1,512	1,881	1,576	454	1,366	951	3,081	13,059
3620-00-000 Management Fee Income	0	0	0	0	0	0	0	731,315	731,315
3621-00-000 Asset Mgmt Fee Income	0	0	0	0	0	0	0	79,920	79,920
3622-00-000 Bookkeeping Fee Income	0	0	0	0	0	0	0	59,074	59,074
3623-00-000 Fee for Service Income	0	0	0	0	0	0	0	582,585	582,585
3624-00-000 IT Fees	0	0	0	0	0	0	0	22,846	22,846
3625-00-000 FFS income - outside party	0	0	0	0	0	0	0	12,174	12,174
3640-00-000 Fraud Recovery-Adm Fee	4,200	0	0	360	0	878	0	0	5,438
3650-00-000 Non-Dwelling Rental Income	0	0	0	54,187	0	0	0	45,619	99,806
3660-00-000 Operating Transfers IN	0	0	0	87,340	52,436	0	134,383	0	274,159
3670-00-000 Misc Other Income	3,909	1,439	1,123	2,308	695	1,861	1,194	13,545	26,074
3699-00-000 TOTAL OTHER INCOME	10,347	2,951	3,004	145,771	53,585	4,105	136,528	1,550,159	1,906,450
3999-00-000 TOTAL INCOME	1,564,362	898,191	629,177	902,758	347,387	897,594	711,693	1,550,159	7,501,321
4000-00-000 EXPENSES									
4100-00-000 ADMINISTRATIVE									
4100-99-000 Administrative Salaries									

**OXNARD HOUSING AUTHORITY
LOW RENT PUBLIC HOUSING
FISCAL YEAR 2016 PROPOSED BUDGET**

	311	312	313	314	315	317	318	coocadm	Total
	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
4110-00-000	151,105	111,826	78,278	118,407	38,612	113,636	90,179	632,984	1,335,027
Administrative Salaries									
4110-01-000	7,783	4,482	3,136	4,482	2,239	4,478	4,482	0	31,082
Administrative Temp Help									
4110-02-000	2,046	589	557	101	50	100	101	0	3,544
Add'l Compensation - OT									
4110-04-000	96,502	72,047	50,433	73,675	24,460	71,250	57,611	378,607	824,585
Employee Benefit Contribution-Admin									
4110-99-000	257,436	188,944	132,404	196,665	65,361	189,464	152,373	1,011,591	2,194,238
Total Administrative Salaries									
Legal Expense									
4130-00-000	0	125	0	0	0	0	125	0	250
Court Costs									
4130-01-000	2,891	1,120	784	1,120	560	1,122	1,120	0	8,717
Tenant Screening									
4130-03-000	1,100	832	0	0	0	0	0	0	1,932
General Legal Expense									
4130-04-000	3,991	2,077	784	1,120	560	1,122	1,245	0	10,899
Total Legal Expense									
Other Admin Expenses									
4139-00-000	34	19	13	21	9	19	19	4,317	4,451
Staff Training									
4140-00-000	63	24	17	28	12	29	28	3,555	3,756
Travel									
4150-00-000	4,623	1,779	1,246	1,779	890	1,781	1,779	1,356	15,233
Auditing Fees									
4171-00-000	176,327	87,345	61,494	87,149	41,986	87,932	85,288	0	627,521
Management Fee									
4173-01-000	17,520	12,000	8,400	12,000	6,000	12,000	12,000	0	79,920
Asset Management Fees									
4173-02-000	12,877	8,730	6,280	8,905	4,395	8,990	8,897	0	59,074
Bookkeeping Fees									
4173-03-000	0	0	0	0	0	0	0	317	317
Consultants									
4182-00-000	211,444	109,897	77,450	109,882	53,292	110,751	108,011	9,545	790,272
Total Other Admin Expenses									
Miscellaneous Admin Expenses									
4190-00-000	218	88	61	93	44	93	88	1,100	1,785
Membership and Fees									
4190-01-000	135	54	38	43	21	43	43	691	1,068
Publications									
4190-02-000	354	191	134	191	347	191	694	0	2,102
Advertising									
4190-03-000	1,325	608	420	606	176	607	344	2,108	6,194
Office Supplies									
4190-04-000	499	185	285	460	192	447	398	1,873	4,339
Fuel-Administrative									
4190-05-000	25,603	10,693	8,237	10,584	4,651	13,283	7,433	66,401	146,885
City Overhead									
4190-06-000	4,586	2,412	1,788	4,661	5,743	3,903	7,747	15,870	46,710
Telephone									
4190-07-000	2,260	1,870	1,400	2,176	382	2,449	741	3,702	14,980
Postage									
4190-08-000	738	298	535	318	109	305	218	1,303	3,824
Paper									
4190-09-000	2,005	738	0	834	534	632	394	858	5,995
Copiers									
4190-10-000	885	885	623	795	586	837	1,190	2,163	7,964
Printer Supplies/Services									
4190-11-000	0	198	138	32	16	24	32	1,812	2,252
Misc Computer Equipment									
4190-12-000	1,125	576	403	1,389	1,620	1,356	1,560	3,234	11,263
Internet									
4190-13-000	3,098	1,846	1,292	1,731	1,063	1,728	2,126	6,602	19,486
Software Fees									
4190-14-000	742	358	257	424	194	304	376	3,829	6,484
Cell Phones/Pagers									
4190-15-000	1,358	899	620	1,013	365	969	573	2,382	8,179
Small Office Equipment									
4190-16-000	0	0	0	0	0	0	0	3,944	3,944
Bank Fees									
4190-17-000	16,278	9,844	6,894	9,844	4,922	9,845	9,845	0	67,472
Cable Charges									
4190-18-000	93	129	75	117	37	117	31	696	1,295
Other Misc Admin Expenses									
4190-19-000	248	105	86	263	35	224	41	540	1,542
Storage									

OXNARD HOUSING AUTHORITY

LOW RENT PUBLIC HOUSING

FISCAL YEAR 2016 PROPOSED BUDGET

	311	312	313	314	315	317	318	coocadm	Total
	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
4191-00-000	61,550	31,977	23,286	35,574	21,037	37,357	33,874	119,108	363,763
4199-00-000	534,421	332,895	233,924	343,241	140,250	338,694	295,503	1,140,244	3,359,172
TENANT SERVICES									
4200-00-000									
4200-00-000	1,862	1,275	893	1,237	625	1,275	1,275	0	8,442
4200-01-000	1,241	850	850	825	417	850	850	0	5,883
4230-00-000	1,200	706	494	3,600	2,400	3,600	2,400	0	14,400
4299-00-000	4,303	2,831	2,237	5,662	3,442	5,725	4,525	0	28,725
UTILITIES									
4300-00-000									
4310-00-000	105,942	53,121	40,635	52,546	9,325	66,519	29,522	2,060	359,670
4320-00-000	17,608	9,532	5,845	18,120	32,391	21,608	58,045	20,109	183,258
4320-01-000	0	64	59	84	0	68	0	0	275
4330-00-000	631	124	87	1,611	12,587	705	20,927	582	37,254
4330-01-000	1,233	98	62	156	0	102	0	0	1,651
4340-00-000	74,371	35,890	44,348	48,240	5,588	53,856	11,841	2,374	276,508
4340-01-000	884	739	1,047	1,116	75	1,138	308	59	5,366
4390-00-000	74,074	33,581	24,991	28,713	7,138	35,487	18,207	643	222,834
4399-00-000	274,743	133,149	117,074	150,586	67,104	179,483	138,850	25,827	1,086,816
MAINTENANCE AND OPERATIONS									
4400-00-000									
4400-99-000									
4410-00-000	47,341	26,022	32,533	38,385	10,761	42,054	21,522	229,346	447,964
4410-01-000	10,602	4,406	6,645	18,712	2,319	19,868	6,699	3,044	72,295
4410-02-000	0	0	0	0	0	0	0	0	6,086
4410-03-000	0	1,713	0	0	0	571	0	0	2,284
4410-04-000	1,290	677	215	0	653	188	313	61,390	64,726
4410-05-000	7,170	997	5,405	6,184	2,028	13,946	4,603	1,018	41,351
4410-06-000	33,427	16,288	22,951	32,029	6,565	34,822	14,439	128,957	289,478
4411-00-000	599	411	230	366	104	335	222	2,007	4,274
4413-00-000	2,189	2,053	1,988	2,534	584	3,113	1,365	9,917	23,743
4419-00-000	102,618	52,567	69,967	98,210	23,014	114,897	49,163	441,765	952,201
Materials									
4420-00-000									
4420-01-000	5,081	3,259	1,772	3,695	769	4,412	1,505	771	21,264
4420-02-000	1,992	1,064	662	1,450	118	3,248	515	504	9,553
4420-03-000	2,064	2,598	2,791	3,733	2,214	1,626	2,078	81	17,185
4420-04-000	10,904	7,836	6,971	12,820	2,340	4,861	5,693	1,488	52,913
4420-05-000	2,477	6,249	4,445	16,723	482	2,452	1,558	902	35,288
4420-06-000	10,991	10,005	3,294	4,713	779	3,825	785	442	34,834
4420-07-000	601	1,009	538	3,236	620	322	18	9	6,353

**OXNARD HOUSING AUTHORITY
LOW RENT PUBLIC HOUSING
FISCAL YEAR 2016 PROPOSED BUDGET**

	311 Budget	312 Budget	313 Budget	314 Budget	315 Budget	317 Budget	318 Budget	coccadmn Budget	Total Budget
4420-08-000									
Supplies-Locks	764	1,042	2,404	508	828	345	598	111	6,600
4420-09-000	3,455	1,764	1,010	4,894	2,344	1,901	3,026	6,812	25,206
Supplies-Janitorial/Cleaning									
4420-10-000	1,336	768	498	1,304	309	671	1,019	3,514	9,419
Supplies-Safety									
4420-11-000	955	881	901	475	941	486	2,174	7,697	14,510
Tools and Equipment									
4420-12-000	29	675	664	574	48	485	182	104	2,761
Grounds Tools and Equipment									
4429-00-000	40,649	37,150	25,950	54,125	11,792	24,634	19,151	22,435	235,886
Total Materials									
4430-00-000									
Contract Costs									
4430-01-000	949	790	762	8,158	2,013	1,159	2,520	171	16,522
Contract-Fire Alarm/Extinguisher									
4430-02-000	3,954	2,326	3,239	2,157	1,169	2,176	2,008	98	17,127
Contract-Appliance Repair									
4430-03-000	18,813	4,309	4,454	2,918	4,659	12,446	9,056	1,086	57,741
Contract-Building Repairs-Misc FFS									
4430-04-000	103,617	38,249	25,335	55,408	15,217	42,256	27,829	0	307,911
Contract-Unit Turnaround									
4430-05-000	812	8,197	3,280	4,470	1,833	2,297	537	165	21,591
Contract-Painting									
4430-06-000	9,040	9,909	3,961	3,596	1,501	5,171	6,659	1,114	40,951
Contract-Electrical									
4430-07-000	327	3,100	140	1,968	12,833	5,006	28,240	2,589	54,203
Contract-Pest Control									
4430-08-000	520	2,314	1,290	2,494	917	9,629	1,409	0	18,573
Contract-Floor Covering									
4430-09-000	1,260	266	18	3,028	171	1,653	420	0	6,816
Contract-Grounds									
4430-10-000	1,603	1,735	1,095	5,217	12,123	1,909	16,047	10,222	49,951
Contract-Janitorial/Cleaning									
4430-11-000	60,781	26,439	9,903	22,649	9,582	46,685	25,652	724	202,415
Contract-Plumbing									
4430-12-000	0	0	103	58	2,355	0	4,715	0	7,231
Contract-Window Covering									
4430-13-000	1,490	777	544	1,563	5,970	875	2,999	3,353	17,571
Contract-HVAC									
4430-14-000	1,141	1,003	826	1,043	613	2,684	1,270	6,223	14,803
Contract-Vehicle Maintenance									
4430-15-000	959	0	9	0	50	231	69	18	1,336
Contract-Equipment Rental									
4430-16-000	740	287	213	444	845	930	754	29	4,242
Contract-Equipment Repair									
4430-17-000	0	0	0	0	3,827	0	5,025	2,167	11,019
Contract-Elevator Maintenance									
4430-18-000	3,374	1,407	985	2,549	3,029	1,397	2,011	6,429	21,181
Contract-Alarm Monitoring									
4430-19-000	750	275	0	2,863	0	11	0	150	4,049
Contract-Tree Trimming									
4430-22-000	3,849	3,156	2,291	4,021	2,832	2,467	4,230	0	22,846
Contract-IT Contracts									
4430-23-000	0	0	135	135	675	191	1,754	0	2,890
Contract-Lock Outs									
4430-24-000	3,885	3,979	3,110	4,864	1,002	6,044	4,023	0	26,907
Contract-Inspections									
4430-99-000	1,816	1,068	747	1,068	534	1,069	1,068	0	7,370
Contract Costs-Other									
4439-00-000	219,680	109,586	62,440	130,671	83,750	146,286	148,295	34,538	935,246
Total Contract Costs									
4499-00-000	362,947	199,303	158,357	283,006	118,556	285,817	216,609	498,738	2,123,333
TOTAL MAINTENANCE EXPENSE									
GENERAL EXPENSES									
4510-00-000									
WC Insurance	19,935	10,598	12,996	18,650	4,727	21,272	10,267	117,715	216,160
4510-10-000	3,559	1,758	389	2,219	976	2,196	2,256	12,723	26,076
Auto Insurance									
4510-11-000	27,603	13,404	23,978	24,247	3,089	26,474	5,718	3,080	127,593
Property Insurance									
4510-12-000	9,846	3,617	2,532	4,150	1,383	3,720	2,748	756	28,752
General Liability Insurance									
4510-13-000	384	258	180	258	129	259	258	96	1,822
Fidelity									
4510-14-000	21,859	7,553	5,280	8,905	2,936	8,193	5,881	1,608	62,215
City-Umbrella Policy									

OXNARD HOUSING AUTHORITY											
LOW RENT PUBLIC HOUSING											
FISCAL YEAR 2016 PROPOSED BUDGET											
	311	312	313	314	315	317	318	coocadmn	Total		
	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
4510-15-000	4,190	1,926	2,860	3,126	564	3,307	1,112	1,694	18,779		
4520-00-000	23,050	9,307	7,565	11,373	2,231	7,312	24,966	0	85,804		
4570-00-000	10,000	5,000	1,000	500	2,000	2,500	3,000	0	24,000		
4599-00-000	120,426	53,421	56,780	73,428	18,035	75,233	56,206	137,672	591,201		
TOTAL GENERAL EXPENSES											
4700-00-000											
HOUSING ASSISTANCE PAYMENTS											
4715-04-000	96	0	0	108	0	0	0	0	204		
PH Tenant URP											
4715-06-000	18,000	25,536	540	0	0	1,560	0	0	45,636		
PH FSS Escrow Payments											
4799-00-000	18,096	25,536	540	108	0	1,560	0	0	45,840		
TOTAL HOUSING ASSISTANCE PAYMENTS											
8000-00-000	1,314,936	747,135	568,912	856,031	347,387	886,512	711,693	1,802,481	7,235,087		
TOTAL EXPENSES											
9000-00-000	249,426	151,056	60,265	46,727	0	11,082	0	-252,322	266,234		
NET INCOME											



Meeting Date: 06/16/15

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

Prepared By: Carrie Sabatini *[Signature]* Agenda Item No. L-4Reviewed By: City Manager *[Signature]* City Attorney *[Signature]* Finance *[Signature]* Other (Specify) _____**DATE:** May 26, 2015**TO:** Housing Authority Board of Commissioners**FROM:** Carrie Sabatini, Interim Housing Director *[Signature]*
Housing Authority**SUBJECT:** Section 8 Housing Choice Voucher Program Budget for Fiscal Year 2016**RECOMMENDATION**

That the Board of Commissioners of the Housing Authority of the City of Oxnard (1) adopt a resolution approving and adopting the recommended \$17,561,888 operating budget for the Section 8 Housing Choice Voucher Program ("Section 8") for fiscal year 2016 and (2) approve and authorize the use of \$143,546 of administrative reserves to fund the projected deficit.

DISCUSSION

This recommended budget pertains exclusively to the 1,819 Housing Choice Vouchers administered by the City of Oxnard Housing Authority ("OHA"). The recommended operating budget of \$17,561,888 is comprised of two parts, the housing assistance payments ("HAP") paid to landlords for subsidy of rental income and the administrative fees used to operate the administration of the Section 8 program. The HAP portion of the program is anticipated to be approximately \$15,739,971 for rental subsidies passed directly through the OHA from the Department of Housing and Urban Development ("HUD") to the private landlords in the community. Rental subsidies are known as housing assistance payments. The administrative operations are estimated to be approximately \$1,821,917, which is anticipated to result in a deficit of \$143,546.

The process of developing the budget is always difficult for several reasons. Congress and HUD allocate funding based upon a calendar year, as opposed to the Housing Authority fiscal year. Since the Congressional process for calendar year 2016 is unknown at this time, the 2015 funding methodology will be used to estimate revenues for the entire fiscal year for budget purposes. Funding in 2015 continues to be at reduced levels. HAP funding was prorated to 100% of what the OHA was eligible to receive while administrative funding was prorated to 75% of what it was eligible to receive.

The administration of the program will continue to prove difficult during the year with the diminishing resources available to run the program. Staff has been diligent over the years; however, with increasing staffing expenses and operational costs, a deficit position remains. Staff is working diligently to

increase the number of units leased, which will increase the level of administrative funding available to administer the program.

The proposed administrative budget results in a deficit of \$143,546 and the HAP budget shows a breakeven position.

FINANCIAL IMPACT

As of March 31, 2015, Authority's Section 8 administrative operating reserve is \$615,692, or 34% of annual operating costs. It is anticipated that the Housing Authority will require the use of approximately \$143,546 in administrative reserves in fiscal year 2016. Administrative reserves would be 26% of operating costs after utilization of reserves for this projected deficit.

CS

Attachment #1 - Housing Authority Resolution
#2 - Budget document

RESOLUTION NO. ____

RESOLUTION OF THE HOUSING AUTHORITY OF THE
CITY OF OXNARD APPROVING AND ADOPTING THE
SECTION 8 HOUSING CHOICE VOUCHER PROGRAM
OPERATING BUDGET FOR FISCAL YEAR 2016

WHEREAS, the Housing Authority of the City of Oxnard (Authority) has prepared a Section 8 Housing Choice Voucher Program Operating Budget of \$17,561,888 for the fiscal year 2016; and

WHEREAS, the budgeted expenditures are necessary for the efficient and economical operation of the Authority for the purpose of serving low-income families; and

WHEREAS, the budget for the fiscal year 2016 indicates a source of funding adequate to cover all proposed expenditures; and

WHEREAS, the budgeted expenditures will be consistent with the provisions of law and the Annual Contribution Contract; and

WHEREAS, the United States Department of Housing and Urban Development (HUD) requires the Authority to certify that no Authority employee is serving in a variety of positions which will exceed a 100% allocation of his/her time.

NOW THEREFORE, the Board of Commissioners of the Housing Authority of the City of Oxnard hereby resolves:

1. That the Section 8 Housing Choice Voucher Program Operating Budget (Operating Budget) for the fiscal year 2016 totaling \$17,561,888 available on file at the Housing Department and incorporated in full herein by this reference is approved and adopted.
2. That no Authority employee reflected in the Operating Budget is serving in a variety of positions which will exceed 100% allocation of his/her time.

[SIGNATURES ON FOLLOWING PAGE]

Fiscal Year 2016 Section 8 Budget
Resolution
Page 2

APPROVED AND ADOPTED this 9th day of June 2015, by the following vote:

AYES:

NOES:

ABSENT:

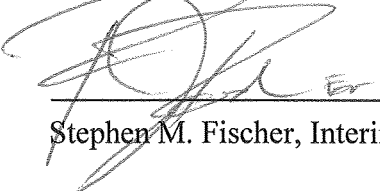
ABSTAIN:

Tim Flynn, Chairman

ATTEST:

Daniel Martinez, Secretary Designate

APPROVED AS TO FORM:



Stephen M. Fischer, Interim General Counsel

OXNARD HOUSING AUTHORITY
SECTION 8 HOUSING CHOICE VOUCHER BUDGET
FY 2015-2016

	Total
INCOME	
GRANT INCOME	
HAP Income	15,709,971.00
Admin Fee Income	1,645,171.00
TOTAL GRANT INCOME	17,355,142.00
OTHER INCOME	
Investment Income - Unrestricted	1,400.00
Fraud Recovery-Adm Fee	30,000.00
Fraud Recovery-HAP	30,000.00
Misc Other Income	1,800.00
TOTAL OTHER INCOME	63,200.00
TOTAL INCOME	17,418,342.00
EXPENSES	
ADMINISTRATIVE	
Administrative Salaries	
Administrative Salaries	930,008.00
Add'l Compensation - OT	4,667.00
Employee Benefit Contribution-Admin	584,779.00
Total Administrative Salaries	1,519,454.00
Other Admin Expenses	
Staff Training	3,767.00
Travel	3,038.00
Auditing Fees	32,366.00
Port Out Admin Fee Paid	21,276.00
Consultants	2,256.00
Total Other Admin Expenses	62,703.00
Miscellaneous Admin Expenses	
Membership and Fees	2,000.00
Publications	300.00
Advertising	1,077.00
Office Supplies	2,500.00
City Overhead	59,167.00
Telephone	15,608.00
Postage	16,000.00
Paper	3,439.00
Copiers	3,471.00
Printer Supplies/Services	3,600.00
Misc Computer Equipment	1,242.00
Internet	1,812.00

OXNARD HOUSING AUTHORITY
SECTION 8 HOUSING CHOICE VOUCHER BUDGET
FY 2015-2016

	Total
Software Fees	18,150.00
Cell Phones/Pagers	1,188.00
Small Office Equipment	2,000.00
Bank Fees	2,465.00
Other Misc Admin Expenses	1,000.00
Storage	7,479.00
Total Miscellaneous Admin Expenses	142,498.00
TOTAL ADMINISTRATIVE EXPENSES	1,724,655.00
UTILITIES	
Water	510.00
Electricity	12,108.00
Gas	474.00
Garbage/Trash Removal	777.00
Sewer	194.00
TOTAL UTILITY EXPENSES	14,063.00
MAINTENANCE AND OPERATIONS	
General Maint Expense	
Maintenance Labor-Grounds	5,578.00
Maintenance OT	415.00
Employee Benefits Contribution-Maint.	2,992.00
Maintenance Uniforms	180.00
Vehicle Gas, Oil, Grease	99.00
Total General Maint Expense	9,264.00
Materials	
Supplies-Paint	34.00
Supplies-Grounds	296.00
Supplies-Appliance	230.00
Supplies-Plumbing	497.00
Supplies-Electrical	1,014.00
Supplies-Building Repairs	1,603.00
Supplies-Locks	309.00
Supplies-Janitorial/Cleaning	2,416.00
Supplies-Safety	869.00
Tools and Equipment	51.00
Grounds Tools and Equipment	47.00
Total Materials	7,366.00
Contract Costs	
Contract-Fire Alarm/Extinguisher	168.00
Contract-Appliance Repair	147.00
Contract-Building Repairs-Misc FFS	9,649.00
Contract-Electrical	1,113.00
Contract-Floor Covering	780.00

OXNARD HOUSING AUTHORITY	
SECTION 8 HOUSING CHOICE VOUCHER BUDGET	
FY 2015-2016	
	Total
Contract-Janitorial/Cleaning	3,180.00
Contract-Plumbing	1,387.00
Contract-HVAC	1,425.00
Contract-Alarm Monitoring	3,500.00
Contract-Tree Trimming	867.00
Contract-Inspections	0.00
Contract Costs-Other	270.00
Total Contract Costs	22,486.00
TOTAL MAINTENANCE EXPENSE	39,116.00
GENERAL EXPENSES	
WC Insurance	19,317.00
Property Insurance	1,089.00
General Liability Insurance	8,184.00
Fidelity	96.00
City-Umbrella Policy	14,393.00
Broker Fees	1,004.00
TOTAL GENERAL EXPENSES	44,083.00
HOUSING ASSISTANCE PAYMENTS	
Housing Assistance Payments	15,335,019.00
Tenant Utility Payments	24,524.00
Portable Out HAP Payments	322,283.00
FSS Escrow Payments	58,145.00
TOTAL HOUSING ASSISTANCE PAYMENTS	15,739,971.00
TOTAL EXPENSES	17,561,888.00
NET INCOME	-143,546.00



Meeting Date: 6/16/2015

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-5

Reviewed By: City Manager

City Attorney SMFFinance B

Other (Specify) _____

DATE: June 10, 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 06/16/2015

Item Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A Original Agreement	Utilities Jeff Miller	Condition Monitoring Services, Inc. Agreement No. 7093-15-PW	Trade Services Agreement for Internal Combustion Engine Testing Services The Wastewater Division requests approval to enter into an agreement with Condition Monitoring Services, Inc. to provide certified emission testing services on the Wastewater Treatment Plant's internal combustion engines, utilizing specialized testing methods and equipment. The Ventura County Air Pollution Control District (VCAPCD) requires the City to conduct quarterly emission testing. There are a total of five (5) engines that are to be tested. Two (2) engines are located at the Co-Generation building and three (3) in the Wastewater Treatment Plant's effluent station. A Request for Bid was posted on March 16, 2015. Staff solicited quotes from seven companies who provide such services, advertised on the City website, and placed notice in newspaper. Due to the specialized nature of the testing, there are no local companies who provide this service. Condition Monitoring Services, Inc. provided the only response to the Request for Bid (RFB). Therefore, the Wastewater Division would like permission to enter into an agreement with Condition Monitoring Services, Inc. expiring April 30, 2018.	\$31,920
Total Contract Amount: \$31,920				
FundingSource: Wastewater Treatment Operating Funds				

797-7604



Meeting Date: 06/16/2015

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

Prepared By: Kymberly Horner KHAgenda Item No. I-7Reviewed By: City Manager JM City Attorney SMF Finance JP Other (Specify) _____

DATE: May 29, 2015

TO: City Council

FROM: Kymberly Horner, Economic Development Director Kymberly Horner
Community Development DepartmentSUBJECT: Resolution Approving Levy and Collection of Assessments for Fiscal Year 2015-16
within the Oxnard Downtown Management District**RECOMMENDATION**

That the City Council adopt a resolution ordering the levy and collection of assessments within the Oxnard Downtown Management District (the "ODMD") for Fiscal Year ("FY") 2015-16.

DISCUSSION

The Property and Business Improvement District Law of 1994, Part 7 of Division 18 of the California Streets and Highways Code, commencing with Section 36600 (the "Law"), authorizes cities to establish property and business improvement districts (the "PBIDs") within business districts to promote enhanced economic revitalization and physical maintenance of such business districts. The Law authorizes cities to approve the levy and collection of assessments on real property within such districts for the purpose of providing enhanced improvements and promoting activities that specifically benefit real property within such districts.

On July 29, 2014, the Oxnard City Council re-established and modified the Downtown PBID (the "District") for a five-year period (FY 2014-15 – FY 2018-19). Annually, the City Council adopts a resolution to approve the levy and collection of assessments against lots and parcels of real property within the District. The proposed improvements and activities include providing street, sidewalk, alley and parking lot cleaning and other services supplemental to those normally provided by the City; a public safety program; promotions and marketing; expansion of thematic physical amenities throughout Downtown; and other improvements and activities which benefit businesses and real property located within the District. The District's Annual Report will be provided to the City Council at a future Council meeting in accordance with the Agreement between the City and the District.

The proposed assessment is \$454,094.55, which reflects no rate increase over the previous fiscal year. Resolution Approving Levy and Collection of Assessments for Fiscal Year 2015-16 within the Oxnard

Resolution Approving Levy and Collection of Assessments for Fiscal Year 2015-16 within the
Oxnard Downtown Management District
May 29, 2015
Page 2

Downtown Management District of the total assessments to be levied, \$317,529.92 is to be charged to private owners and \$136,564.63 to public agencies. In accordance with the Management District Plan, the amount to be levied and collected for each fiscal year may be increased by an amount not to exceed five percent per year. The ODMD Board of Directors approved a zero (0) percent increase for FY 2015-16.

FINANCIAL IMPACT

The City will be responsible for submitting to the County of Ventura an annual assessment roll for the District for FY 2015-16. Any assessed non-City public agencies, for which the County does not bill a District assessment, will receive a hand bill from the City. The District assessment revenues collected by the County and paid to the City will be remitted to the Oxnard Downtown Management District at a minimum of twice a year.

The Successor Agency will be responsible for the assessments for properties owned by the former Redevelopment Agency/Community Development Commission ("CDC"), and the City will be responsible for properties owned by the City, Housing Authority and the Parking Authority. The Successor Agency's 2015-2016 PBID Assessment is approximately \$28,864.01 and is an approved item on the July 1, 2015-December 31, 2015 Recognized Obligation Payment Schedule ("ROPS"). The City's 2015-2016 PBID Assessment is approximately \$107,700.62 and is included in the proposed FY 2015-2016 Budget.

KH:lc

Attachment #1 - City Council Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF OXNARD APPROVING THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2015-16 WITHIN THE OXNARD DOWNTOWN MANAGEMENT DISTRICT, PURSUANT TO THE PROPERTY AND BUSINESS IMPROVEMENT DISTRICT LAW OF 1994, PART 7 OF DIVISION 18 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

WHEREAS, the Property and Business Improvement District Law of 1994, Part 7 of Division 18 of the California Streets and Highways Code, commencing with Section 36600 (the "Law"), authorizes cities to establish property and business improvement Districts "PBIDS") within business districts to promote the economic revitalization and Physical maintenance of such districts; and

WHEREAS, the Law authorizes cities to levy and collect assessments on real Property within such districts for the purpose of providing improvements and promoting Activities that specially benefit real property within such districts; and

WHEREAS, on July 29, 2014, the Oxnard City Council re-established and modified for a five-year period the property and business improvement district named the Oxnard Downtown Management District (the "District"); and

WHEREAS, it is necessary for the City Council to adopt a resolution to levy and Collect assessments in the District for each of the three years.

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

Section 1. The levy and collection of assessments against lots and parcels of real Property within the District for Fiscal Year ("FY") 2015-16 is ordered as shown on Exhibit "A," attached hereto and incorporated herein by reference.

Section 2. The proposed improvements and activities for the District include Providing street, sidewalk, alley and parking lot cleaning and other municipal services Supplemental to those normally provided by the City; a public safety/ambassador guide Program; promotions and marketing; expansion of thematic physical amenities throughout Downtown and other improvements and activities which benefit businesses and real Property located in the District.

Section 3. The assessment to be levied and collected for FY 2015-16 is \$454,094.55 which reflects a rate increase of zero (0) percent over the previous fiscal year. Of the total Assessments to be levied, \$317,529.92 is to be charged to private owners and \$136,564.63 to public agencies. In accordance with the Management District Plan, the amount to be levied and collected for each fiscal year may be increased by an amount not to exceed five percent per year.

The Oxnard Downtown Management District ("ODMD") Board of Directors has approved an increase of zero (0) percent for the FY 2015-16.

Section 4. The City of Oxnard Chief Financial Officer is hereby authorized to Request County of Ventura to collect assessments for the District for FY 2015-16.

Section 5. The City Clerk is hereby authorized and directed to transmit a certified copy of the Resolution and the Report to the Ventura County Auditor, as may be required to place said assessment on the secured property tax roll for the FY 2015-16.

PASSED AND ADOPTED this 16th day of June, 2015, by the following vote:

YES:

NOES:

ABSENT:

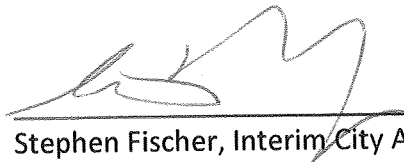
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen Fischer, Interim City Attorney

EXHIBIT A

2015-16 Assessment Roll

APN	2015-16 PBID ASSMT
2010113110	\$3,524.03
2010160010	\$626.95
2010160020	\$593.34
2010160030	\$1,667.87
2010160040	\$443.67
2010160050	\$820.66
2010160060	\$413.13
2010160070	\$697.97
2010160080	\$646.88
2010160090	\$624.69
2010160100	\$705.86
2010160110	\$873.17
2010160120	\$733.47
2010160130	\$1,205.31
2010160170	\$1,419.27
2010160180	\$1,613.20
2010160190	\$924.75
2010160200	\$1,791.53
2010160220	\$1,039.87
2010160250	\$1,041.65
2010160260	\$2,009.43
2010211010	\$1,804.88
2010211040	\$441.02
2010211110	\$806.17
2010211120	\$684.59
2010211130	\$517.70
2010211140	\$517.70
2010211155	\$517.70
2010211170	\$1,716.43
2010211180	\$1,255.08
2010211190	\$1,458.63
2010211200	\$1,492.10
2010211210	\$1,496.39
2010211225	\$414.15
2010211230	\$617.32
2010211300	\$531.26
2010211360	\$1,062.24
2010211380	\$1,254.22
2010212010	\$1,427.87
2010212020	\$1,232.54
2010212030	\$1,226.47
2010212060	\$1,165.78

2010212070	\$1,310.52
2010212140	\$1,214.33
2010212150	\$2,770.66
2010212165	\$1,502.87
2010212170	\$1,542.32
2010212180	\$913.18
2010212190	\$945.52
2010212200	\$692.94
2010212230	\$1,105.09
2010212260	\$1,678.34
2010212270	\$1,323.84
2010213010	\$1,099.62
2010213020	\$667.24
2010213030	\$826.25
2010213075	\$515.52
2010213080	\$1,119.99
2010213090	\$1,176.75
2010213100	\$607.20
2010213110	\$220.64
2010213120	\$55.16
2010213130	\$1,022.18
2010213140	\$533.35
2010213150	\$500.54
2010213160	\$2,329.43
2010214010	\$750.04
2010214020	\$2,923.70
2010214030	\$2,043.08
2010214040	\$2,568.54
2010271030	\$607.20
2010271040	\$573.20
2010271060	\$623.01
2010271070	\$803.88
2010271080	\$1,131.02
2010271090	\$555.94
2010271100	\$761.09
2010271110	\$761.09
2010271160	\$220.64
2010271170	\$1,304.78
2010271180	\$2,632.17
2010272010	\$1,047.36
2010272020	\$569.75
2010272030	\$569.75
2010272040	\$55.16
2010272050	\$788.70

2010272060	\$1,592.11
2010272070	\$747.28
2010272080	\$747.28
2010272090	\$945.52
2010272100	\$1,536.25
2010272110	\$877.62
2010272120	\$1,205.25
2010272140	\$555.94
2010272150	\$1,597.41
2010272160	\$747.12
2010272170	\$761.09
2010272180	\$1,317.19
2010272190	\$55.16
2010272200	\$521.43
2010272210	\$419.84
2010272220	\$1,121.44
2010272230	\$1,625.71
2010360110	\$1,563.09
2020081010	\$1,316.17
2020081020	\$747.28
2020081100	\$1,114.73
2020081160	\$747.28
2020081170	\$1,316.17
2020081180	\$761.09
2020081190	\$761.09
2020081200	\$761.09
2020081210	\$761.09
2020081220	\$761.09
2020081230	\$1,329.98
2020081240	\$566.04
2020081250	\$761.09
2020081260	\$761.09
2020081270	\$761.09
2020081280	\$761.09
2020081290	\$761.09
2020083030	\$1,223.09
2020083040	\$55.16
2020083050	\$1,479.23
2020083060	\$1,067.87
2020083070	\$1,269.99
2020083210	\$2,111.00
2020083220	\$811.33
2020085030	\$746.28
2020085040	\$802.99

DOWNTOWN OXNARD MANAGEMENT DISTRICT PLAN

2020085050	\$3,263.94
2020085190	\$751.13
2020085200	\$1,815.22
2020091100	\$747.28
2020091370	\$1,712.65
2020091380	\$940.95
2020091390	\$11,160.58
2020091400	\$3,487.31
2020092030	\$428.12
2020092040	\$669.96
2020092050	\$1,148.44
2020092060	\$1,171.38
2020092070	\$2,165.83
2020092120	\$747.28
2020092130	\$1,209.25
2020092140	\$2,044.45
2020092170	\$5,629.69
2020092180	\$1,932.73
2020092190	\$2,688.23
2020094010	\$1,851.06
2020094020	\$1,085.53
2020094035	\$2,344.62
2020094040	\$1,859.10
2020094050	\$1,129.23
2020094060	\$1,347.71
2020094080	\$1,834.31
2020094140	\$1,216.23
2020094155	\$367.37
2020094160	\$367.37
2020094170	\$730.71
2020094185	\$704.27
2020094195	\$1,359.18
2020094205	\$383.94
2020094215	\$1,679.51
2020094225	\$383.94
2020094235	\$1,110.62
2020094240	\$1,504.98
2020095075	\$747.28
2020095085	\$747.28
2020095090	\$1,305.63
2020095100	\$1,202.46
2020095110	\$747.28
2020095120	\$3,917.59
2020095140	\$2,466.89
2020095150	\$1,492.10
2020095160	\$1,492.10
2020096035	\$1,391.72
2020096040	\$0.00
2020096050	\$1,551.95
2020096060	\$1,240.90
2020096070	\$1,354.18

2020096080	\$2,892.22
2020096095	\$940.98
2020096105	\$2,373.69
2020096110	\$1,208.99
2020096125	\$697.53
2020101130	\$1,507.90
2020101190	\$629.17
2020101205	\$490.30
2020101215	\$1,723.46
2020101225	\$362.54
2020101235	\$516.59
2020101255	\$441.12
2020101270	\$363.92
2020101290	\$399.13
2020101310	\$363.92
2020101330	\$363.92
2020101355	\$363.92
2020101360	\$359.42
2020101370	\$372.20
2020101405	\$404.31
2020101415	\$3,548.56
2020101420	\$1,208.20
2020101435	\$374.27
2020101445	\$2,047.00
2020102010	\$4,654.72
2020103025	\$705.86
2020103090	\$705.86
2020103100	\$2,008.89
2020103115	\$442.82
2020103120	\$1,808.70
2020103130	\$771.09
2020103145	\$692.05
2020103175	\$357.98
2020103185	\$522.28
2020103195	\$2,032.61
2020103205	\$592.24
2020103210	\$1,066.32
2020103225	\$374.27
2020103235	\$458.70
2020103245	\$2,243.59
2020104015	\$3,434.65
2020104165	\$2,506.63
2020104395	\$7,987.85
2020104405	\$1,066.95
2020104415	\$2,185.20
2020104425	\$1,875.63
2020104435	\$3,119.47
2020105100	\$6,478.81
2020105120	\$549.04
2020105170	\$449.27
2020105180	\$2,010.88

2020105195	\$359.08
2020105205	\$540.76
2020105210	\$359.08
2020105220	\$540.76
2020105235	\$375.65
2020105245	\$920.67
2020105260	\$432.70
2020105275	\$0.00
2020105295	\$2,523.08
2020105305	\$587.70
2020105325	\$2,394.79
2020105335	\$2,103.73
2020106015	\$1,162.19
2020106035	\$535.23
2020106065	\$740.38
2020106120	\$940.49
2020106130	\$1,555.67
2020106140	\$3,404.93
2020106245	\$588.53
2020106250	\$797.74
2020106265	\$426.90
2020106275	\$635.20
2020106285	\$383.94
2020106295	\$615.90
2020106310	\$401.47
2020106320	\$504.52
2020106355	\$1,843.77
2020106370	\$943.53
2020106380	\$943.64
2020106390	\$928.49
2020106400	\$1,956.93
2020106410	\$2,319.80
2020107050	\$532.37
2020107060	\$545.59
2020107070	\$545.59
2020107080	\$2,132.05
2020107100	\$906.13
2020107110	\$1,951.00
2020107120	\$535.23
2020107135	\$1,207.29
2020107160	\$1,153.50
2020107170	\$1,367.53
2020107195	\$506.63
2020107205	\$389.03
2020107215	\$387.69
2020107225	\$494.66
2020107235	\$2,788.84
2020107240	\$2,853.62
2020107250	\$1,452.90
2020131030	\$791.80
2020131040	\$1,545.96

Attachment #1

Page 4 of 5

DOWNTOWN OXNARD MANAGEMENT DISTRICT PLAN

2020131050	\$1,643.46
2020131060	\$1,510.42
2020131070	\$1,811.43
2020131170	\$1,092.30
2020131190	\$357.45
2020131220	\$568.57
2020131230	\$1,227.44
2020133010	\$1,316.17
2020133020	\$899.01
2020133030	\$747.28
2020133040	\$747.28
2020133050	\$55.16
2020133060	\$747.28
2020133210	\$3,116.05
2020135025	\$1,213.52
2020135035	\$5,672.73
2020141050	\$0.00
2020141060	\$913.18
2020141070	\$549.04
2020141080	\$1,062.87
2020141090	\$1,062.87
2020141100	\$55.16
2020141110	\$1,712.65
2020141155	\$55.16
2020141165	\$55.16
2020141175	\$55.16
2020141185	\$55.16
2020141195	\$55.16
2020141205	\$55.16
2020141215	\$55.16
2020141225	\$55.16
2020141235	\$55.16
2020141245	\$55.16
2020141255	\$55.16
2020141265	\$55.16
2020141275	\$55.16
2020141285	\$55.16
2020141295	\$55.16
2020141305	\$55.16
2020141315	\$55.16
2020141325	\$55.16
2020141335	\$55.16

2020141345	\$55.16
2020141355	\$55.16
2020141365	\$55.16
2020141375	\$55.16
2020141385	\$55.16
2020141395	\$55.16
2020141405	\$55.16
2020141415	\$55.16
2020141425	\$55.16
2020142160	\$5,791.80
2020143015	\$2,989.57
2020143025	\$1,348.96
2020143030	\$900.22
2020143040	\$776.63
2020143050	\$549.04
2020143140	\$3,496.07
2020143230	\$1,689.97
2020143240	\$1,496.60
2020143250	\$1,116.73
2020144170	\$840.79
2020144180	\$982.45
2020144190	\$1,034.67
2020144200	\$904.56
2020144210	\$954.57
2020144220	\$494.90
2020144230	\$1,574.59
2020144240	\$494.60
2020144250	\$1,144.88
2020144260	\$837.78
2020144270	\$928.01
2020144280	\$842.53
2020144290	\$753.85
2020144300	\$867.24
2020145010	\$3,071.49
2020145030	\$1,080.22
2020145050	\$1,588.46
2020145060	\$1,043.02
2020145100	\$0.00
2020145110	\$1,475.56
2020145120	\$747.28
2020145130	\$1,378.46
2020145140	\$1,316.17

2020145190	\$747.28
2020145200	\$719.67
2020145210	\$628.28
2020145220	\$4,218.05
2020145230	\$1,059.80
2020145240	\$1,173.66
2020146010	\$1,711.02
2020146020	\$990.41
2020146030	\$929.72
2020146040	\$656.61
2020146050	\$838.68
2020146070	\$1,182.49
2020146080	\$686.96
2020146090	\$535.23
2020146100	\$899.37
2020146110	\$535.23
2020146120	\$535.23
2020146130	\$777.99
2020146140	\$2,434.98
2020146150	\$1,265.13
2020146180	\$2,017.99
2020146190	\$535.23
2020146200	\$535.23
2020146210	\$535.23
2020146220	\$4,331.30
2020380015	\$55.16
2020380025	\$55.16
2020380035	\$55.16
2020380045	\$55.16
2020380055	\$55.16
2020380065	\$55.16
2020380075	\$55.16
2020380085	\$55.16
2020380095	\$55.16
2020380105	\$55.16
2020380115	\$55.16
2020380125	\$55.16
	\$454,094.55

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

Prepared By: Todd Vasquez-Housley, Environmental Resources-MRF Manager Agenda Item No. I-6

Reviewed By: City Manager [Signature] City Attorney [Signature] Finance [Signature] Other (Specify) _____

DATE: June 8, 2015

TO: City Council

FROM: Martin Erickson, Deputy City Manager [Signature]

SUBJECT: Agreement for Trade Services with Agromin, Incorporated for Supplemental Transfer Hauling Services (Agreement No. A-7759)

RECOMMENDATION

That City Council approve and authorize the Mayor to execute an Agreement for Trade Services with Agromin, Incorporated (Agromin) for Supplemental Waste Transfer Hauling Services for one year with an option to renew for two (2) consecutive (1) one-year terms at a cost for the first term of \$250,000 with a not-to-exceed total of \$750,000 for the entire contract duration.

DISCUSSION

In December of 2014, the Environmental Resources Division issued a Request for Proposals (RFP) for supplemental transfer hauling services. This process was initiated because the existing contract with Ecology Auto Parts, Incorporated (Ecology) was entering its third year and staff determined it was prudent to reexamine the terms in a competitive process. Staff constructed the RFP to attempt to solicit and contract with multiple firms in order to ensure competition was built into the process and to best serve the interests of the City and ratepayers. Upon closing of the RFP, Agromin was the firm that formally responded. Ecology provided a letter of interest, but this letter was not considered a formal response per the terms of the RFP.

Supplemental transfer hauling performed by Agromin during contract negotiations allowed staff to evaluate their performance to ensure that Agromin had the capacity to provide this service prior to moving forward under a fully executed contract.

Within the first week of this transition, it became apparent that Agromin was not able to keep up with the quantity of loads required to keep the facility in compliance with provisions of its various permits. Staff initiated corrective action by restructuring the internal transfer operation to ensure maximum loads were conveyed with internal transfer operators. On May 5, 2015 the City Council approved Agreement No. A-7766 with Ecology to provide supplemental hauling to loads conveyed by internal transfer operators to haul material when needed.

Agreement for Trade Services with Agromin, Incorporated (Agreement No. A-7759) for Supplemental Transfer Hauling Services

June 8, 2015

Page 2 of 2

Staff met with Agromin to initiate communications ensuring that more Agromin vehicles are available for supplemental hauling services when requested by the Environmental Resources Division (ER). Agromin has responded by providing more vehicle trips when called by ER.

Given the circumstances resulting from this formal RFP process and the permit needs of the Del Norte Facility, staff has determined that it is the best interest of the City and rate payers to contract with both Agromin and Ecology to provide supplemental transfer hauling services. This arrangement provides for the best cost value to the City and rate payers while accomplishing an initial goal of the RFP process: to have more than one hauler available to the City.

The Agreement with Agromin is for a one-year term not-to-exceed \$250,000 for supplemental transfer hauling services. The Agreement may be renewed for two (2) one-year terms for a not-to-exceed amount of \$250,000 for each one-year term for a total value of \$750,000. Staff will return to the City Council to recommend approval for each of the two (2) one-year terms if the current level of supplemental transfer hauling service is required. Fluctuations in the volume of solid waste or operational changes may adjust the level of supplemental transfer hauling service that is required. Thereafter, the parties may extend the Agreement in two successive one-year terms upon mutual written consent.

FINANCIAL IMPACT

The value of Agreement No. A-7759 with Agromin is not-to-exceed \$250,000 for the first annual term with a not-to-exceed total of \$750,000 if the agreement is renewed for (2) two consecutive (1) one-year terms.

Funds are available in the Environmental Resources Enterprise Fund Account Number 631-6316-842-8281 (Greenwaste Processing-Contractual Services-Supplemental Material Hauling) to cover the cost of supplemental waste transfer hauling by Agromin for the remaining period of Fiscal Year 2014-15. The remaining costs for supplemental hauling service will be included in the recommended budget for Fiscal Year 2015-16.

Attachment: Agreement for Trade Services with Agromin (Agreement No. A-7759)

**AGREEMENT FOR TRADE SERVICES
(INCLUDES LIVING WAGE REQUIREMENTS EFFECTIVE FROM 7/1/14)**

THIS AGREEMENT FOR TRADE SERVICES ("**Agreement**") is entered into in Ventura County, California, this 9th day of June, 2015, by and between the City of Oxnard ("**City**") and Agromin, Incorporated ("**Vendor**"), subject to the following terms and conditions:

1. Vendor shall provide to City supplemental hauling services of green waste and wood waste material (the "**Services**") from the City's Del Norte Regional Recycling & Transfer Station (Del Norte Station) to the Agromin Organics Recycling Facility at Limoneira Farms (Limoneira Farms), located at 1141 Cummings Road, Santa Paula, California 93060 as listed in Exhibit A, attached hereto and made a part hereof. Vendor shall also provide supplemental hauling services of solid waste material from the Del Norte Station to the Simi Valley Landfill and Recycling Center or the Toland Road Landfill as listed in Exhibit A, attached hereto and made a part hereof.

2. Vendor shall provide the Services on an as-needed basis with a twenty-four hour notice. Hauler shall be excused for delays resulting from causes beyond the control of Vendor.

3. This Agreement shall begin on February 16, 2015, and shall end on February 15, 2016. City and Vendor agree that the Agreement may be renewed for two (2) one year periods upon written approval of both City and Vendor. City may terminate this Agreement at any time, with 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 the 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.

4. a. City shall pay Vendor in amount not to exceed \$250,000 for supplemental hauling services for the first term and a not to exceed \$250,000 for the second year term (if an extension is agreed upon) and a not to exceed \$250,000 for the third year term (if an extension is agreed upon) for a not-to-exceed total of \$750,000. Vendor to provide hauling from the Station to each of the following landfills and facilities and rates per ton hauled: Simi Valley Landfill and Recycling Center \$11.00 per ton hauled of solid waste material; Toland Road Landfill \$10.00 per ton hauled of solid waste material; Agromin Organics at Limoneria Farms \$8.00 per ton hauled for green waste material and \$11.00 per ton hauled for wood waste material. Vendor's rate is based on and shall be paid for an average per load of 17 tons for solid waste material and green waste material destination and 13 tons for wood waste material destination.

Vendor's rate per ton hauled under this Agreement includes all costs related to Vendor's performance for the supplemental hauling services from the Station to the designated Landfill or Facility including but not limited to: all labor, fuel, equipment, maintenance, repairs, parts, supplies, and other related costs. City does not guarantee that City will request Vendor to haul any minimum or maximum amount of material. The City will use its best efforts to level out the

number of the average daily loads that allows the Vendor to maximize the efficiency of its allocation of personnel and equipment necessary to perform the work under this Agreement.

b. The average load shall be determined from the loads hauled by Vendor to each landfill on a quarterly basis per every three consecutive calendar months beginning on July 1, 2015. If the quarterly period average load is determined to be less than 17 tons per load of green waste material from the Station to Limoneira Farms than City shall pay Vendor the tonnage difference between the shortfall and average load based on the rates per landfill as specified in Section 4 (a) of this Agreement. For example, if the Vendor hauled 100 loads to Limoneira Farms that totaled 1,600 tons of green waste material for an average of 16 tons per load in a calendar quarter period then the City is responsible for paying the Vendor the tonnage shortfall difference of 100 tons at \$8.00 per ton for a payment of \$800.00.

c. The rate of \$8.00 of per ton hauled by Vendor from the Station to Limoneira Farms by Vendor from Station at an average load of 17 tons as specified in Section 4 (a) of this Agreement is based on diesel cost of \$3.00 per gallon with an average of 4.7 miles per gallon (MPG) are also subject to the fuel surcharge/dicount formula ser forth below.

The price per ton hauled by the Vendor on a monthly basis will increase or decrease based on fluctuations in fuel costs above or below \$3.00 per gallon of diesel fuel and will recovered by the City or the Vendor through a Fuel Surcharge or Discount (FSD) computed using the following formula ("fuel cost" is based on the U.S. Department of Energy (DOE) weekly retail "on highway" diesel prices for the California Region Index (Index). The website can be viewed at <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>

$$\begin{aligned} &(\text{Fuel Cost} - \$3.00) / 4.7 \text{ MPG} = \text{FSD per Mile} \\ &(\text{FSD per Mile} \times \text{Round Trip Miles}) = \text{FSD per Load} \end{aligned}$$

The FSD will be computed on a cents per mile basis, and translated to a per load basis for invoicing purposes. Fractions will be rounded to the nearest whole cent. No surcharge will begin to be calculated until the Index exceeds \$3.00 per gallon. Should the price of fuel decrease to below \$3.00 per gallon, Vendor will issue a credit to the City using the same FSD calculation.

Revisions to the FSD will occur on the first Monday of every new month using the Index, regardless of the invoice date. When Monday falls on a DOE observed holiday and no Index is published, the revision will occur on the next day of DOI posting.

For Debit example, and for illustration purposes only, if the Index is reported as 3.50 per gallon and the round trip miles are 50, the FSD from the Station to Limoneira Farms would be as follows:

$$\begin{aligned} &(\$3.50 - \$3.00) / 4.7 \text{ MPG} = \$0.106 \text{ per Mile} \\ &\$0.106 \times 50 \text{ Miles} = \$5.30 \text{ Debit per Load to Limoneira Farms} \end{aligned}$$

For Credit example, and for illustration purposes only, if the Index is reported as \$2.50 per gallon and the round trip miles are 50, the FSD from the Station to Limoneira Farms would be as follows:

$(\$2.50 - \$3.00) / 4.7 \text{ MPG} = (\$0.106) \text{ per Mile}$
 $(-\$0.106) \times 50 \text{ Miles} = (-\$5.30) \text{ Credit per Load to the Limoneira Farms}$

d. Payments to be made to Vendor by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of Vendor's services beyond the current fiscal year, this Agreement shall cover payment for Vendor's services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. Vendor agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Vendor or its employees, subcontractors, agents and sub-vendors for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor, its employees, subcontractors, agents and sub-vendors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

5. The City shall pay the Vendor an annual Consumer Price Index (CPI) adjustment for the rates per ton hauled as identified in Section 4. (a). The annual CPI shall be adjusted on February 16, 2016 and February 16, 2017 for the second year term and third year term respectively if an extension of Agreement is agreed upon for each term by the City and Vendor. The annual adjustment shall be according to the percentage change in the CPI, 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 December of the previous year to December of the current year.

6. 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 B**. While this Agreement is in effect, Vendor shall pay such employee no less than \$14.75 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2015, 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.

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

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

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

8. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, state and

municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the work is being performed.

9. a. Vendor shall obtain and maintain during the performance of the 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 the 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.

10. In performing the 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.

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

12. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

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

14. Any notices to Vendor may be delivered personally or by mail addressed to: Agromin, Incorporated, 201 Kinetic Avenue, Oxnard, California 93030, Attention: Bill Camarillo, Chief Executive Officer. Any notices to City may be delivered personally or by mail addressed to: City of Oxnard – Environmental Resources Division, Del Norte Regional Recycling & Transfer Station, 111 South Del Norte Boulevard, Oxnard, California 93030, Attention: Todd Vasquez-Housley, Environmental Resources MRF Manager.

15. 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.

16. 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 the 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

VENDOR

Tim Flynn, Mayor

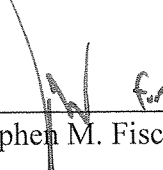
Bill Camarillo, Chief Executive Officer
Agromin, Incorporated

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:



Stephen M. Fischer, Interim City Attorney

Risk Manager

APPROVED AS TO AMOUNT:

APPROVED AS TO CONTENT:

Greg Nyhoff, City Manager

Todd Vasquez-Housley,
Environmental Resources / MRF Manager

EXHIBIT A
SCOPE OF SERVICES AND VENDOR RESPONSIBILITIES

1. On request of City, Vendor shall, pursuant to this Agreement, haul green waste material and wood waste material from City's Station to Agromin Organics Recycling at Limoneria Farms as designated by the City. If during term of Agreement City designates a composting facility not identified in this Section of Agreement, Vendor shall provide City its rate per ton hauled to that composting facility.
2. On request of City, Vendor shall, pursuant to this Agreement, haul solid waste material from City's Station to either the Simi Valley Landfill and Recycling Center or the Toland Road Landfill. If during term of Agreement City designates a landfill not identified in this Section of Agreement, Vendor shall provide City its rate per ton hauled to that landfill.
3. Vendor shall provide hauling services only upon request of the City. Station hours are 5:30 a.m. to 5:00 p.m. Monday through Saturday. Vendor shall follow all laws, regulations, safety rules and practices at the Station, landfills, and other facilities, including the Del Norte Regional Recycling and Transfer Station Loading Procedure Policy as listed in Exhibit A-1 of this Agreement.
4. City shall give Vendor at least 24 hours notice by telephone of assignments to haul material. City shall specify the number of trucks required and specify the facility where the material is to be delivered.
5. Vendor shall maintain tractor-trailers to perform haul operation in legal, safe and effective manner. Vendor shall keep tractor-trailers in a clean condition and maintain a good appearance. Vendor shall provide City a copy of certification to verify safety audits performed by California Highway Patrol or Bi-Annual Terminal "BIT" inspections on Vendor's tractor-trailers. Upon City's request, Vendor shall provide all maintenance records of tractor-trailers providing hauling service under this Agreement.
6. City shall inspect Vendor's tractor-trailers as City determines is necessary. Upon request of City, Vendor shall repair, at Vendor's expense, any item on tractor-trailer that City deems necessary to repair to perform hauling services. The Vendor shall repair the item within a reasonable time as not to adversely impact hauling service. Vendor's tractor-trailers shall be in good mechanical and operational condition and clean before hauling each load from the Station.
7. Vendor shall use its best efforts to provide a sufficient number of trucks and drivers to the Station at the days and times specified by City.
8. Vendor shall provide City with a weight ticket identifying the amount of tons hauled by Vendor to the facility.
9. Vendor shall provide City with tare weights of tractor-trailers used by the Vendor. Tractor-trailers shall have full tank of fuel when weight tared.

10. Vendor shall provide City with vehicle numbers of tractor-trailers used by the Vendor.

11. City shall provide Vendor staging/parking area at Station for a maximum of five tractor-trailers. Based on City's hauling needs, City shall determine number of tractor-trailers staged at Station by Vendor. Upon City's request, City shall give Vendor 24 hour notice by telephone to change number of tractor-trailers staged at Station by Vendor.

12. Vendor may provide its own preventative maintenance, washing, and fueling of its tractor-trailers staged at the Station. All labor, equipment, parts, supplies, fuel, and other related materials to maintain, wash, and fuel Vendor's tractor-trailers shall be performed by the Vendor and at the sole expense of the Vendor. Vendor shall perform all maintenance, washing and fueling of its tractor-trailers at the Station from 5:00 p.m. to 5:30 a.m. Monday through Saturday during the closed hours to the public. Vendor shall not perform any major repairs of its tractor-trailers at the Station. Vendor shall collect and dispose of all debris generated from maintenance, washing and fueling of its tractor-trailers. Vendor shall use its own catch basin and safely and responsibly dispose of all liquid waste from washing its tractor-trailers. At City's sole discretion, Vendor may stage maintenance and parts vehicle and other apparatus to maintain, fuel and wash Vendor's tractor-trailers at the Station. Vendor must use containment methods requested by the City.

13. Vendor must be available to haul green waste material and wood waste material and solid waste material at the City's request. The denial of loads by the Vendor may be interpreted as non performance and breach of this Agreement.

Exhibit A-1
Del Norte Regional Recycling and Transfer Station
Transfer Vehicle Loading Procedure

June 30, 2014

1. SCOPE:

This procedure will outline the steps necessary to safely load transfer vehicles. Compliance with this procedure is mandatory. Failure to follow the steps in this procedure may result in injury and/or result in disciplinary action up to termination.

2. OBJECTIVES:

- 2.1 Safely load transfer vehicles
- 2.2 Standardize radio communications between Dispatch, loaders, spotters and transfer vehicles.
- 2.3 Minimize safe loading times. TPR Section 6.0 page 16.
- 2.4 Set rules of conduct between Dispatch, loaders, spotters and transfer personnel.
- 2.5 Safely maximize transfer vehicle weight to ensure minimum truck trips and reduce carbon emissions.

3. PROCEDURE:

- 3.1 All personnel entering the MRF facility will be required to wear hard hats, safety-vests and safety glasses, gloves and safety footwear. Spotters will be required to wear flashing LED safety vests. Other staff may be required to wear additional safety equipment at the discretion of Management.
- 3.2 Non-essential radio conversation will be strictly avoided.
- 3.3 No individual may enter the port tunnels unless both ports are covered. The only exception to this being an emergency.
- 3.4 All other employees or individuals working on location will be required to wear a hard hat, safety vest, safety glasses, gloves and safety footwear.
- 3.5 All vehicles will strictly adhere to the 15 MPH or less speed limit at all times.
- 3.6 Prior to entering the port tunnels transfers will proceed to the designated area marked "STOP" at the entrance of tunnel.
- 3.7 ALL drivers expecting to enter the port tunnel will stop their truck before the "STOP" sign located at entrance of tunnel.
- 3.8 Transfers will park to the far right of the lane in single file and leave left lane clear.
- 3.9 Upon reaching the "STOP" sign, transfers will report to Dispatch via radio and provide their truck I.D. number and full name.
- 3.10 Transfers will then inform Dispatch their readiness to enter the port tunnel and wait for instructions. No transfer truck may proceed until given permission from Dispatch.

- 3.11 Dispatch will be expected to update transfer drivers of status changes to loading trucks waiting in line. Transfer drivers will comply with any changes.
- 3.12 Ecology/Green Waste Transfer trucks will be allowed to pull up to the "STOP" sign on the left lane only when instructed by Dispatch and wait for instructions before entering port tunnel.
- 3.13 Dispatch will verbally acknowledge all communications requested by transfer drivers.
- 3.14 Communications between transfer drivers, loaders and Dispatch shall remain professional, courteous and to the point. A clear, uninterrupted line of communication shall be maintained at all times whenever possible.
- 3.15 Whenever a concern or disagreement arises as to dispatching, a phone conversation shall take place with Dispatch supervisor instead.
- 3.16 While vehicle is under port tunnels, Dispatch will use full name of transfer driver and vehicle ID to communicate.
- 3.17 Transfers will only enter the tunnel when material to be loaded is ready and transfer driver has received verbal confirmation from Dispatch. Clean wood or green waste will only be loaded in designated vehicles.
- 3.18 Dispatch will decide and inform transfers drivers the type of material to be loaded. This determination is based upon operational needs. Dispatch will make the final decision as to who will enter the tunnel and what loads will take precedent.
- 3.19 Upon entering port tunnels, transfers drivers will adhere to ALL verbal instructions provided by Dispatch.
- 3.20 When staged and properly aligned, transfer driver shall set both tractor and trailer air brakes prior to loading. Transfer driver will verbally confirm to Dispatch that brakes have been set.
- 3.21 Dispatch will verbally verify truck-port alignment and verbally confirm with transfer driver that alignment is set.
- 3.22 Transfer drivers shall remain inside their vehicles at all times while parked under tunnel for safety reasons. The only exception to this being an emergency. If transfer driver has to leave the truck due to an emergency, they will verbally notify Dispatch that they are leaving the vehicle if it is feasible to do so.
- 3.23 Loading time shall only start after RED light is turned on. Dispatch will verbally confirm when loading will commence.
- 3.24 After truck is loaded, Dispatch will verbally confirm that loading is complete and switch on a GREEN light.
- 3.25 Dispatch will then verbally contact transfer driver via radio and acknowledge that vehicle can exit from port tunnel. Dispatch will also verbally contact transfer driver if potential hazards exist with material loaded; ie: overweight, wood sticking out, etc.
- 3.26 Transfer driver may not move until both a GREEN light and verbal permission have been received by Dispatch. Transfer must verbally respond and acknowledge with Dispatch before moving truck.

- 3.27 If there is a loss of power to premises, Dispatch will confirm and verify all instructions step-by-step and will guide the transfer driver to move the vehicle from under port tunnel back to main staging area.
- 3.28 No one, including Spotters, shall be assigned to manually clear any remaining debris that may be protruding from the truck while trucks are under the ports tunnels.
- 3.29 Should load leveling be required, transfer drivers shall drive to a flat surface area, inspect load, tarp and call Dispatch for added assistance when needed.
- 3.30 Trucks shall not be permitted to stop at the exit incline for load inspection or tarping.
- 3.31 Dispatch supervisor will make the decision to assign the task of clearing top of trailer.

3.32 SPOTTER / SAFETY REQUIREMENTS AT TIPPING AREA:

- 3.33 All personnel entering the MRF facility will be required to wear hard hats, safety-vests and safety glasses, gloves and safety footwear. Spotters will be required to wear flashing LED safety vests. Other staff may be required to wear additional safety equipment at the discretion of Management.
- 3.33.1 Spotter shall **NOT** approach or be near the loading ports while loader is active and running.
- 3.33.2 Dispatch will instruct loader operator to park, turn off and exit loader whenever personnel such as a spotter may need to work near any loading port. Loader will acknowledge and confirm by radio.
- 3.33.3 Spotter will **ONLY** approach or be near the loading ports if loader is safely parked, turned off and no one is inside the cabin.
- 3.33.4 Spotter will **NOT** walk adjacent to open ports unless covers are fully in place.
- 3.33.5 A plastic chain attached to portable stands shall be posted near tunnel ports but not closer than 72" (6 feet) whenever ports are not covered (Per Transfer Processing Report).
- 3.33.6 Spotter will maintain visual and radio contact with Dispatch.
- 3.33.7 Spotters directing vehicle traffic inside the MRF area shall use LED wands to direct traffic.
- 3.33.8 Spotters shall never walk adjacent or look into the loading ports to access the tops of trailers.
- 3.33.9 Clearing and adjusting the objects that may be protruding from above the top rails of truck while under the loading ports shall **NOT** be done by anyone whether they are using extension tools or not.
- 3.33.10 No one shall be permitted under the tunnel ports unless the tunnel port covers are fully set in place and permission to do so has been granted by Dispatcher or Dispatch supervisor.
- 3.33.11 All personnel entering the port tunnels to clean, sweep or clear area of debris shall first receive radio clearance from Dispatch to do so before **AND** after completing any tasks underneath tunnels.

4. MATERIALS:

4.1 None.

5. EQUIPMENT:

5.1 Portable UHF or VHF radios.

5.2 Hard Hats.

5.3 Safety Glasses.

5.4 Standard Safety-vests.

5.5 LED Safety-vests.

5.6 LED wands.

5.7 Gloves.

6. DOCUMENTATION:

6.1 Copies of this Transfer Vehicle Loading Procedure are to be placed in the Environmental Resources Division Illness and Injury Prevention Plan, in the Driver Break Room, and at the Dispatch Control Room.

EXHIBIT B

LIVING WAGE POLICY

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.
7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in Exhibit 1 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

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

- A. (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.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2014**

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 **\$14.75 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2015, 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 3 of the Agreement for Trade Services.

EXHIBIT INS-[B]

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITHOUT ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

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

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

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

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

6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects

City, its City Council, officers, employees and volunteers, or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

6/15

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-B.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER				

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

CERTIFICATE HOLDER

City of Oxnard

Attn: Risk Manager

Reference No. _____

300 W. Third Street, Suite 302

Oxnard CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Rev. 6/15

INS-B

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____

LOSS ADJUSTMENT EXPENSE ☐

(to) _____

☐ Included in Limits☐ In Addition to Limits☐ Deductible ☐ Self-Insured

Retention (check which) of \$ _____

with an Aggregate of \$ _____

coverage. ☐ Per Occurrence

APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE**GENERAL LIABILITY**☐ COMMERCIAL GENERAL LIABILITY☐ COMPREHENSIVE GENERAL LIABILITY☐ OWNERS & CONTRACTORS PROTECTIVE☐ Claims Made

Retroactive Date _____

☐ Occurrence**OTHER PROVISIONS****COVERAGES****LIABILITY LIMITS IN THOUSANDS \$**

EACH OCCURRENCE

AGGREGATE

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

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:

Name: _____

Address: _____

Telephone: () _____

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

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

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

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

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

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

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

a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or

b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Risk Manager

Reference No. _____

300 W. Third Street, Suite 302

Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE☐ Broker/Agent☐ Underwriter☐ _____

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

Signature _____

(original signature required)

Telephone: () _____

Date Signed _____

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

ENDORSEMENT NO. _____

ISSUE DATE
(MM/DD/YY) _____

PRODUCER _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____

(to) _____

LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

Telephone: _____

☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____
with an Aggregate of \$ _____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

NAMED INSURED _____

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS _____

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

\$ _____ per accident, for bodily injury and property damage.

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

Name: _____

Address: _____

Telephone: () _____

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or

b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Risk Manager

Reference No. _____

300 W. Third Street, Suite 302

Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE☐ Broker/Agent☐ Underwriter☐ _____

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

Signature _____

(original signature required)

Telephone: () _____

Date Signed _____



Meeting Date: 6/16/2015

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

Prepared By: Cynthia Daniels  Agenda Item No. I-8Reviewed By: City Manager  City Attorney  Finance  Other _____**DATE:** June 10, 2015**TO:** City Council**FROM:** Ashley Golden, Interim Director 
Development Services Department**SUBJECT:** Plans and Specifications for Project No. DS15-21 for Citywide Crosswalk Beacons in 2015

RECOMMENDATION

That City Council adopt plans, specifications, and working details for Project Specification No. DS15-21 for the citywide crosswalk beacons 2015 project for 13 crosswalk locations throughout the city.

DISCUSSION

The 13 locations will add rapid rectangular flashing lights (beacons) activated by a pedestrian at existing crosswalks in various locations in the city. The beacons are solar-powered and the improvement includes signs to warn drivers of a pedestrian in the crosswalk. On July 22, 2014 City Council approved a special budget appropriation of \$632,000 for 26 crosswalk beacons citywide. This project is the first phase of the project.

FINANCIAL IMPACT

The project budget allocates \$632,000 for Project No. 153101 for citywide crosswalk beacons 2015.

CD

Attachment #1- List of Crosswalk Intersections for Beacons

ATTACHMENT 1: LIST OF CROSSWALK INTERSECTIONS FOR BEACONS

1. B Street & Third Street
2. Dollie Street & Saviers Road
3. A Street between Second Street and Third Street (Library Crosswalk)
4. Bard Road & Justin Way
5. Patterson Road & Lee Plan
6. C Street & Ivywood Drive
7. East Channel Islands Boulevard & Olds Road
8. West Hemlock Street & Capstan Drive
9. North C Street & Palm Drive
10. West Fifth Street & South E Street
11. North H Street & Erica Place
12. Olds Road South of Etting Road
13. North Juanita Avenue & East First Street

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

Prepared By: Cynthia Daniels *CD*Agenda Item No. I-9Reviewed By: City Manager *JM*City Attorney *SMH*Finance *JS*

Other _____

DATE: June 10, 2015**TO:** City Council**FROM:** Ashley Golden, Interim Director *Ashley Golden*
Development Services Department**SUBJECT:** Special Budget Appropriation for Rice Avenue/Santa Clara Avenue Interchange Construction Project**RECOMMENDATION**

That City Council recognize federal grant revenue from the American Recovery and Reinvestment Act (ARRA) and appropriate funds in the amount of \$127,349 for the Rice Avenue/Santa Clara Avenue interchange improvements at U.S. Highway 101.

DISCUSSION

City Council awarded the construction contract for the Rice Avenue/Santa Clara Avenue interchange improvements at U.S. Highway 101 on October 20, 2009 for \$31,189,493.23. Work started in February 2010. Federal and state grants, an assessment district, HERO redevelopment funds, California's underground storage tank cleanup fund, and city contributions fund the project. The federal ARRA funds awarded to the project were \$5,000,000. Staff requested from the California Department of Transportation (Caltrans) additional ARRA funding to cover the increased costs of construction change orders. Caltrans granted the City's request on June 3, 2015. The City of Oxnard was the only city in California to receive an increase in ARRA funding. The special budget appropriation will increase the current budget by \$127,349 to a total of \$80,515,428.

FINANCIAL IMPACT

The special budget appropriation is a federal grant with no matching funds required. If approved, the project budget will increase to \$80,515,428.

CD

Attachment #1 - Special Budget Appropriation

REQUEST FOR BUDGET APPROPRIATION

Department: Development Services
Project/Program _____
Manager: Cynthia Daniels

Date: June 23, 2015

Phone: 385-7871

Reason for Appropriation:

To appropriate American Recovery & Reinvestment Act (ARRA) funds and allocate budget for the Rice/101 Project 873114.

Accounts and Descriptions

AMOUNT

Fund: 276 - AMERICAN RECOV. REINV. ACT

Revenues/Transfers In

276-9718-531.7201	FEDERAL GRANT REVENUE	127,349
	Sub-total Revenues	127,349

Fund: 276 - AMERICAN RECOV. REINV. ACT

Expenditures/Transfers Out

HWY 101-RICE INTERCHANGE (PROJECT 873114)

276-9718-826.86-04	CAPITAL OUTLAY-IMPROVEMENTS NOT BLDG-NEW	127,349
	Sub-total Expenditures	127,349
	Net Change to Fund Balance	0
	Net Appropriation Change	127,349

Approvals

Interim

Department Director

Chief Financial Officer

City Manager

ATTACHMENT 1

PAGE 1 OF 1

BA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Revised : 2/23/2012



Meeting Date: 06/16/15

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 EngineerAgenda Item No. I-10Reviewed By: City Manager GMCity Attorney SMFFinance DUtilities DM**DATE:** June 3, 2015**TO:** City Council**FROM:** Daniel Rydberg, P.E., Interim Utilities Director DM
Utilities Department**SUBJECT:** Neighborhood Street Resurfacing Projects for UD15-07 Pleasant Valley Estates,
UD15-32 Sierra Linda and UD15-38 Orchard Park**RECOMMENDATION**

That City Council approve Project Specifications and authorize staff to solicit bids for the following Neighborhood Street Resurfacing Projects:

1. UD15-07 Pleasant Valley Estates Neighborhood Street Resurfacing Project
2. UD15-32 Sierra Linda Neighborhood Street Resurfacing Project
3. UD15-38 Orchard Park Neighborhood Street Resurfacing Project

DISCUSSION

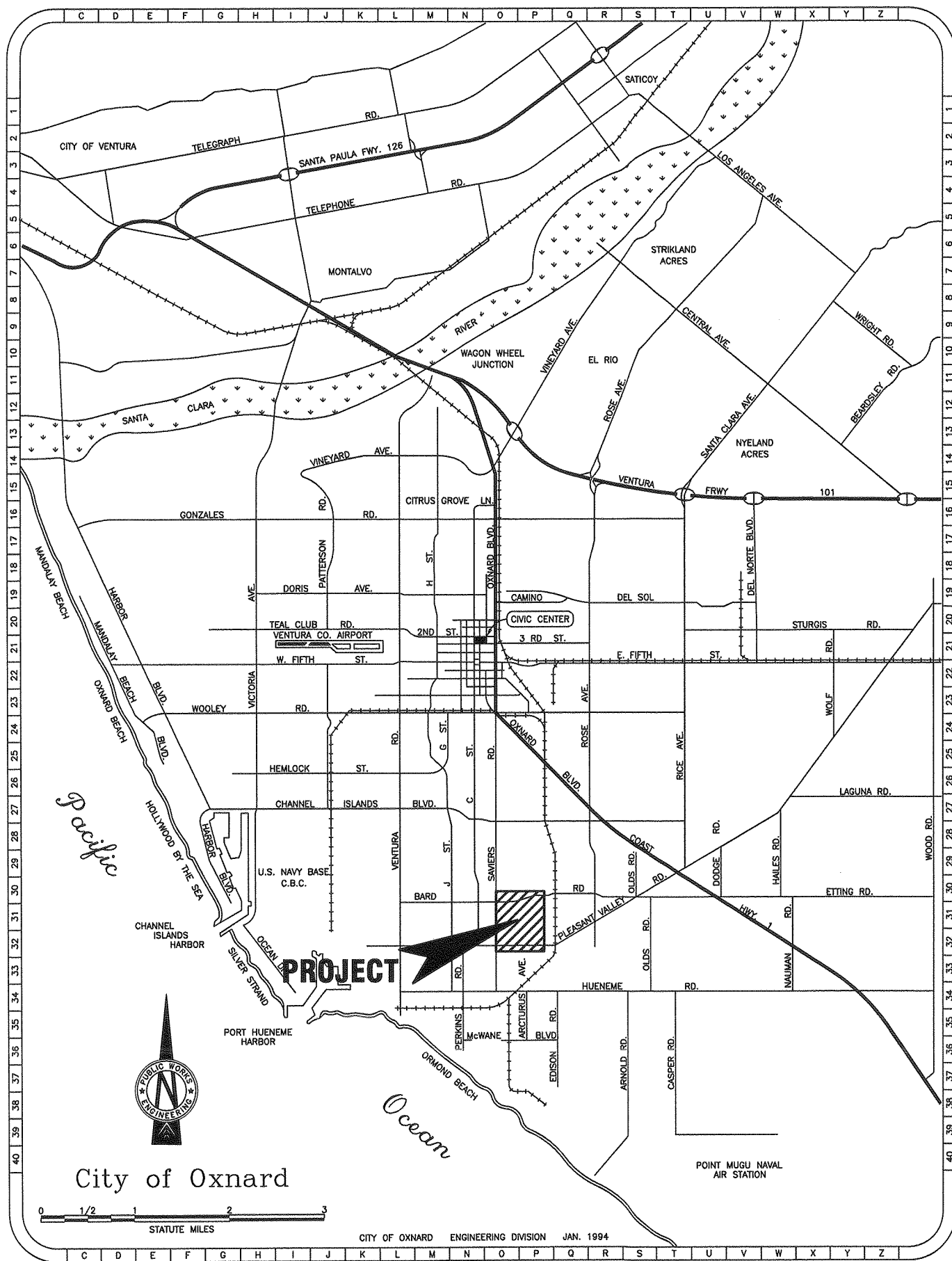
These three Neighborhood Street Resurfacing Projects consist of resurfacing of existing asphalt concrete pavement. The specific work includes the furnishing of all materials, tools, equipment, and labor required to improve the streets from curb to curb, milling of existing pavement, placement and compaction of asphalt concrete, slurry seal and crackfill. Other components include an Asphalt Rubber Aggregate Membrane (ARAM) cape seal, excavation and reconstruction of failed areas, concrete repairs, adjusting utility covers to finished grade, removal and replacement of street name signs and traffic striping. The project specifications are in compliance with the Americans with Disabilities Act.

FINANCIAL IMPACT

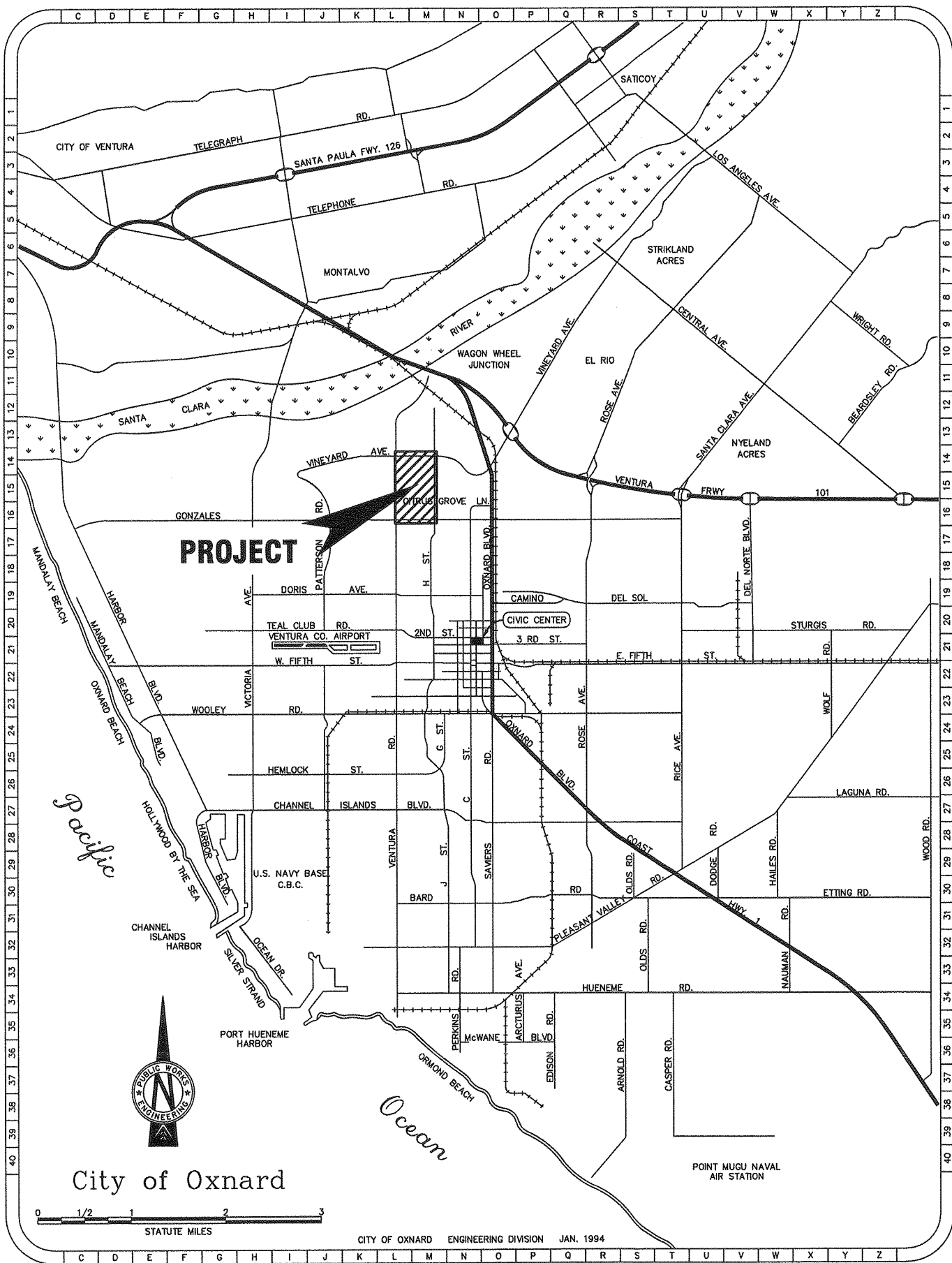
Funding for these projects has been appropriated from the Lease Revenue Project and Refunding Bonds, Series 2014 to the Pleasant Valley Estates Resurfacing Project No. 153116, Sierra Linda Resurfacing Project Number 153115 and Orchard Park Resurfacing Project No. 153114. After the project bids are received and evaluated, staff will return to City Council to recommend approval of the lowest responsible bidder for each project.

- Attachment #1 - Project Site Map – Pleasant Valley Estates Neighborhood
 #2 – Project Site Map – Sierra Linda Neighborhood
 #3 – Project Site Map – Orchard Park Neighborhood

Note: Plans and specifications for the UD15-07, UD15-32 and UD15-38 Neighborhood Resurfacing Projects will be 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.

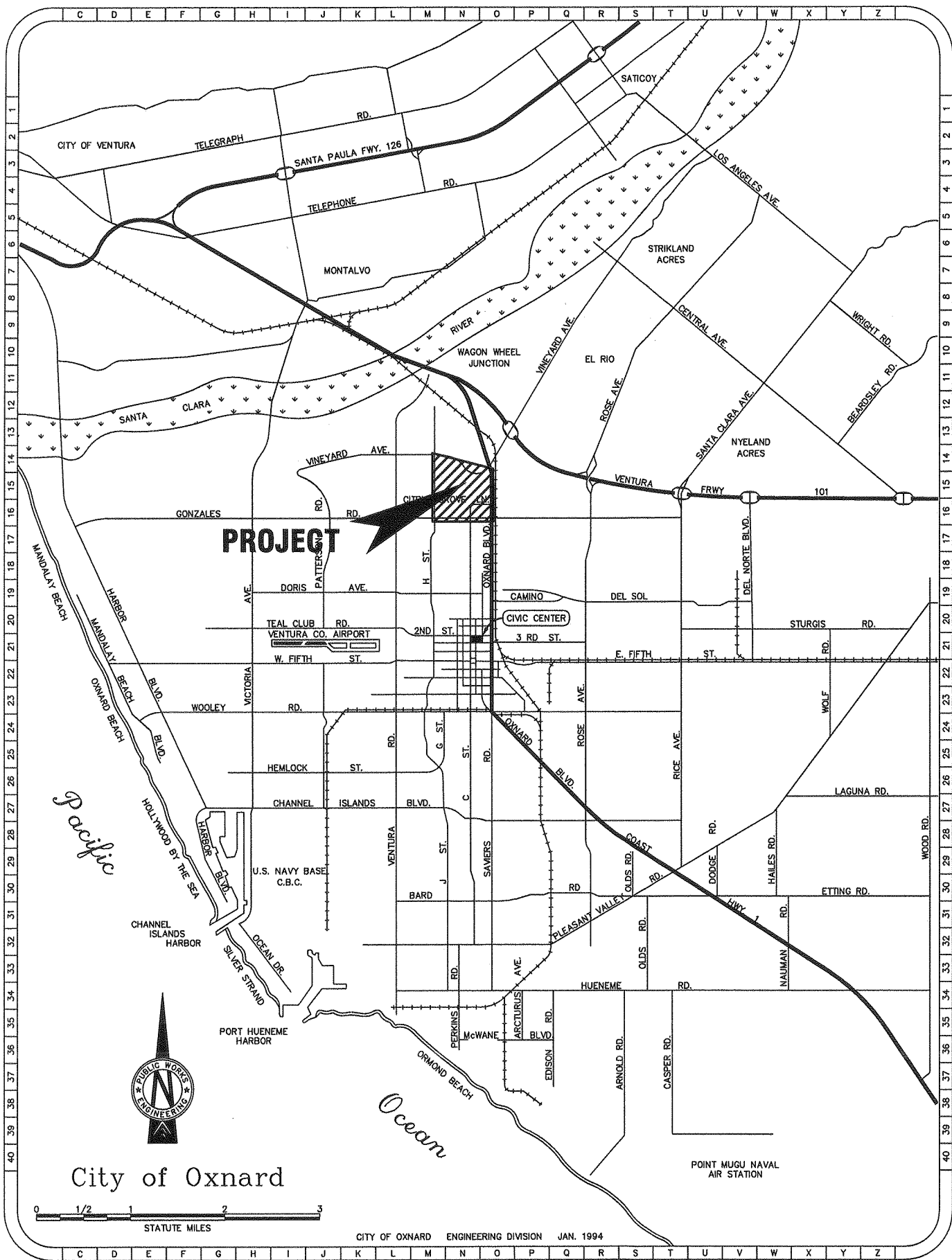


PLEASANT VALLEY ESTATES NEIGHBORHOOD
RESURFACING PROJECT
LOCATION MAP



SIERRA LINDA NEIGHBORHOOD STREET RESURFACING PROJECT

LOCATION MAP



ORCHARD PARK NEIGHBORHOOD STREET RESURFACING PROJECT LOCATION MAP



Meeting Date: 6 /16/ 15

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

Prepared By: Dave Millican

Agenda Item No. J-1

Reviewed By: City Manager City Attorney Finance 

Other (Specify) _____

DATE: June 10, 2015**TO:** City Council
Oxnard Housing Authority**FROM:** Greg Nyhoff, City Manager
Office of the City Manager**SUBJECT:** Fiscal Year 2015-16 Operating and Capital Budget Public Hearing**RECOMMENDATION**

That City Council and the Oxnard Housing Authority conduct a public hearing on the Fiscal Year 2015-16 operating and capital budgets for the City of Oxnard and Oxnard Housing Authority.

DISCUSSION

On May 5, 26 and 28, the City Council conducted study sessions on the priorities for the Fiscal Year 2015-16 and received a presentation on my proposed budget recommendations on June 9. At the meetings, City Council discussed many aspects of the budget, including the financial impacts of the organizational assessment findings, understanding City program reduction options that may be required to balance the budget, and General Fund Operating Reserve (Unassigned General Fund Balance). In addition, City Council approved the budget calendar, including a June 16 Public Hearing and June 23 budget adoption.

This year's budget process has included extensive work to make sure members of the public, City staff and the City Council could weigh in on spending priorities as the City acts to address budget challenges, begin financial recovery efforts and build a foundation for excellent service and innovation.

FINANCIAL IMPACT

Conducting this public hearing on the budget does not have a financial impact until such time as the City Council adopts the budget.



Meeting Date: 06/16/15

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

Prepared By: Daniel Rydberg, P.E., Interim Utilities Director

Agenda Item No. J-2

Reviewed By: City Manager

City Attorney

Finance

Utilities

DATE: June 3, 2015

TO: City Council

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

SUBJECT: FY 2015-16 Assessments in Waterway Maintenance District

RECOMMENDATION

That City Council:

1. Hold a public hearing to receive public testimony regarding proposed assessments for the Waterway Maintenance District for FY 2015-16.
2. Adopt a resolution for FY 2015-16 fixing assessments for the Waterway Maintenance District.

DISCUSSION

Background

The assessment district for the maintenance of the waterways and landscaping on public rights-of-way within Mandalay Bay was established on June 16, 1970 by Resolution No. 5144. The district was formed pursuant to the Improvement Act of 1911 in order to recover the City's cost of maintenance of waterways and landscaping on public rights-of-way within Mandalay Bay. Assessments are levied according to the procedures set out in section 5820 et. seq. of the Streets and Highways Code (the Improvement Act of 1911). The assessments are exempt from Article XIID of the California Constitution by reason of section 5 thereof.

The recommended resolution fixes the assessments to be collected via tax rolls for FY 2015-16. After Council adopts the resolution, assessment data will be delivered to the County Auditor-Controller's Office for processing and collection of FY 2015-16 assessments. Use of part of the fund balance will keep assessments equal to the FY 2104-2015 assessments. During FY 2015-2016 the City will undertake a major effort to improve management of its financing districts and will develop consistent policies for district administration. Many of the improvements identified in that project will be applied to assessments for FY 2016-2017.

FY 2015-16 Assessments in Waterway Maintenance District

May 27, 2015

Page 2 of 2

Assessment Rates

The proposed rates and methodology for FY 2015-16 remain as they were for FY 2014-15. Total maintenance costs for FY 2015-16 are projected to be \$514,782 and are apportioned as follows:

- **LANDSCAPE MAINTENANCE**
The City's recommended budget for landscaping maintenance costs for fiscal year 2015-16 is \$142,906.
- **WATERWAY MAINTENANCE**
The City's recommended budget for waterway maintenance costs for fiscal year 2015-16 is \$371,876.
- **DELINQUENCY AND COUNTY FEE**
The City's recommended budget for delinquency expense and County fees for fiscal year 2015-16 will remain \$6,339.

The following table provides a landscape and waterway maintenance budget comparison between FY 2014-15 and FY 2015-16:

	<u>FY 14-15</u>	<u>FY 15-16</u>
Landscape Budget	\$167,788	\$142,906
Waterway Budget	<u>\$325,708</u>	<u>\$371,876</u>
Total	\$493,496	\$514,782
Delinquency and County Fee	\$ 6,339	\$ 6,339
Less Interest Earnings	\$ (8,000)	\$ (4,582)
Less Amount from Fund Balance	<u>\$ 0</u>	<u>\$ (24,704)</u>
Total Assessments	\$491,835	\$491,835

FINANCIAL IMPACT

The estimated cost of maintenance in FY 2015-16 for the Waterway and Landscape District is \$514,782. The amount of \$491,835.28 will be borne by the property owners in the district and will be placed on the Ventura County tax roll for collection. The balance of the FY2015/16 budget will be funded by Assessment District reserves which currently total over \$1,600,000.

Attachment #1 - Resolution for FY 2015-16 Fixing Assessments for the Waterway Maintenance District

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION FIXING ASSESSMENTS ON PROPERTY
IN THE WATERWAY MAINTENANCE DISTRICT
FOR FISCAL YEAR 2015-2016

WHEREAS, by Resolution No. 5144, adopted June 16, 1970, the City Council formed the Waterway Maintenance District ("the District") pursuant to the maintenance district provisions of the Improvement Act of 1911 (Streets and Highways Code Section 5820 et seq.); and

WHEREAS, the 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, the City Council is required by Streets and Highways Code section 5830 to estimate the cost of maintaining and operating the improvements within the District, to decide whether the cost of such maintenance and operations shall be borne wholly or partially by the District, and to fix assessments within the District sufficient to raise the money to pay for such cost; and

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

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water, flood control, drainage systems and vector control, inasmuch as the waterway serves much as a street, manages water and is part of the flood control and drainage systems in the District; the landscaping is located in or adjacent to sidewalks, streets and other public rights of way and maintenance of the landscaping involves irrigation and vector control; and the other improvements maintained with assessments, such as parking areas and fences, are located in or adjacent to sidewalks, streets and the waterway; and

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

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

1. The budget for fiscal year 2015-2016 for the Waterway Maintenance Assessment District is hereby approved as follows:

Landscape Maintenance	\$142,906	
Landscape Utilities	<u>371,876</u>	
	\$514,782	
Total Budget Requirements		\$ 514,782
Less Estimated Interest Revenue		\$ 4,582
Less District Reserves		\$ 24,704
Add Delinquency		\$ 4,935
Add County Fee		<u>\$ 1,404</u>
Net Required from Assessment:		<u>\$ 491,835</u>
County Assessment Roll	\$491,835	
Assessment Required		<u>\$ 491,835</u>

2. The cost of \$491,835 for maintaining and operating channels, parking and landscaping shall be borne by the District. The balance of cost shall be paid by District reserves
3. Assessments for the purpose of raising budgeted funds of \$491,835 for the District for the fiscal year beginning July 1, 2015, as shown in paragraph 1 on the line entitled, "Assessment Required," are hereby fixed as set forth in the assessment roll attached hereto and made a part hereof (Exhibit A), showing the assessment for each parcel according to the benefit received by each parcel, as determined by the engineer's report approved by the City Council on May 10, 1988.
4. The City Clerk is instructed to have copies of this resolution available for public review for 5 days within 15 days after its adoption at the City Clerk's Office and the Circulation Desk in the Library.
5. The City Clerk is instructed to file with the Ventura County Auditor within 60 days from July 1, 2015 a certified copy of this resolution, as provided in Government Code Section 53901.

PASSED AND ADOPTED this 16th day of June, 2015, by the following vote:

AYES:

NOES:

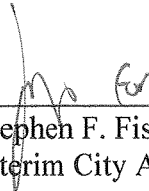
ABSENT:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Daniel Martinez, City Clerk



Stephen F. Fischer,
Interim City Attorney

EXHIBIT A

Parcel No.	Amount
1880011015	\$657.32
1880011025	\$634.64
1880011035	\$634.64
1880011045	\$679.98
1880011055	\$679.98
1880012015	\$657.32
1880012025	\$634.64
1880012035	\$657.32
1880012045	\$679.98
1880012055	\$679.98
1880012065	\$679.98
1880012075	\$657.32
1880012085	\$657.32
1880013015	\$725.30
1880013025	\$679.98
1880013035	\$679.98
1880013045	\$679.98
1880013055	\$679.98
1880013065	\$679.98
1880013115	\$725.30
1880013125	\$725.30
1880013135	\$725.30
1880013145	\$725.30
1880013155	\$725.30
1880013205	\$679.98
1880013215	\$679.98
1880013225	\$679.98
1880013235	\$679.98
1880013245	\$679.98
1880013255	\$679.98
1880013265	\$679.98
1880013275	\$679.98
1880014015	\$770.64
1880014025	\$1,014.50
1880014035	\$815.98
1880014045	\$793.30
1880014055	\$793.30
1880014065	\$793.30
1880014075	\$1,019.96
1880014085	\$725.30
1880015015	\$725.30
1880015025	\$679.98
1880015035	\$679.98
1880015045	\$679.98
1880015055	\$679.98
1880015065	\$679.98
1880015075	\$725.30
1880015085	\$1,019.96

1880015095	\$793.30
1880015105	\$815.98
1880015115	\$793.30
1880015125	\$793.30
1880015135	\$1,019.96
1880015145	\$725.30
1880015155	\$679.98
1880015165	\$679.98
1880015175	\$679.98
1880015185	\$679.98
1880015195	\$679.98
1880015205	\$725.30
1880021015	\$702.64
1880021025	\$702.64
1880021035	\$702.64
1880021045	\$702.64
1880021095	\$702.64
1880021105	\$702.64
1880021115	\$725.30
1880021125	\$702.64
1880021135	\$702.64
1880021145	\$702.64
1880021155	\$702.64
1880021165	\$702.64
1880021175	\$702.64
1880021185	\$702.64
1880021195	\$725.30
1880021205	\$793.30
1880021245	\$702.64
1880021255	\$929.30
1880021265	\$725.30
1880021275	\$702.64
1880021285	\$702.64
1880021295	\$679.98
1880021305	\$702.64
1880021315	\$679.98
1880021325	\$770.64
1880021335	\$770.64
1880021345	\$679.98
1880021355	\$272.00
1880021365	\$634.64
1880021375	\$272.00
1880021385	\$430.66
1880021395	\$611.98
1880021405	\$90.66
1880021435	\$861.30
1880021445	\$1,019.96
1880022015	\$702.64
1880022025	\$679.98
1880022035	\$679.98
1880022045	\$679.98
1880022055	\$679.98

1880022065	\$679.98
1880022075	\$679.98
1880022085	\$679.98
1880022095	\$679.98
1880022105	\$702.64
1880023015	\$679.98
1880023025	\$702.64
1880023035	\$679.98
1880023045	\$702.64
1880023055	\$679.98
1880023065	\$679.98
1880023075	\$679.98
1880023085	\$702.64
1880023095	\$702.64
1880023105	\$702.64
1880024015	\$679.98
1880024025	\$702.64
1880024035	\$679.98
1880024045	\$702.64
1880024055	\$679.98
1880024065	\$702.64
1880024075	\$702.64
1880024085	\$702.64
1880024095	\$702.64
1880024105	\$702.64
1880024115	\$679.98
1880024125	\$702.64
1880024135	\$702.64
1880031025	\$697.98
1880031035	\$634.64
1880031045	\$634.64
1880031055	\$634.64
1880032015	\$725.30
1880032025	\$679.98
1880032035	\$679.98
1880032045	\$679.98
1880032055	\$702.64
1880032065	\$725.30
1880032075	\$951.96
1880032085	\$725.30
1880032095	\$725.30
1880032105	\$725.30
1880032115	\$951.96
1880032125	\$725.30
1880032135	\$725.30
1880032145	\$679.98
1880032155	\$679.98
1880032165	\$679.98
1880032175	\$725.30
1880033015	\$634.64
1880033025	\$634.64
1880033035	\$634.64

1880033045	\$679.98
1880033055	\$679.98
1880033065	\$679.98
1880033075	\$679.98
1880033085	\$679.98
1880033095	\$679.98
1880034015	\$702.64
1880034025	\$702.64
1880034035	\$702.64
1880034045	\$702.64
1880034055	\$702.64
1880034065	\$725.30
1880034075	\$725.30
1880034085	\$747.98
1880034095	\$725.30
1880034105	\$725.30
1880034115	\$702.64
1880034125	\$770.64
1880035015	\$453.32
1880035025	\$453.32
1880035035	\$453.32
1880035055	\$453.32
1880035065	\$453.32
1880035075	\$453.32
1880035085	\$453.32
1880035095	\$521.32
1880036015	\$725.30
1880036025	\$679.98
1880036035	\$679.98
1880036045	\$702.64
1880036055	\$725.30
1880036065	\$951.96
1880036075	\$725.30
1880036085	\$725.30
1880036095	\$725.30
1880036105	\$294.66
1880036115	\$657.32
1880036125	\$362.66
1880036135	\$362.66
1880036145	\$339.98
1880036155	\$362.66
1880036165	\$362.66
1880036175	\$362.66
1880037015	\$566.64
1880037025	\$136.00
1880037035	\$702.64
1880037045	\$702.64
1880037055	\$702.64
1880041015	\$634.64
1880041025	\$634.64
1880041035	\$634.64
1880041045	\$679.98

1880041055	\$679.98
1880041065	\$634.64
1880041075	\$634.64
1880041085	\$634.64
1880042015	\$634.64
1880042025	\$634.64
1880042035	\$634.64
1880042045	\$679.98
1880043015	\$725.30
1880043025	\$679.98
1880043035	\$679.98
1880043045	\$679.98
1880043055	\$679.98
1880043065	\$679.98
1880043075	\$725.30
1880043085	\$1,019.96
1880043095	\$793.30
1880043105	\$793.30
1880043115	\$793.30
1880043125	\$815.98
1880043135	\$1,019.96
1880043145	\$725.30
1880043155	\$679.98
1880043165	\$679.98
1880043175	\$679.98
1880043185	\$679.98
1880043195	\$679.98
1880043205	\$725.30
1880044015	\$725.30
1880044025	\$679.98
1880044035	\$679.98
1880044045	\$679.98
1880044055	\$679.98
1880044065	\$679.98
1880044075	\$725.30
1880044085	\$1,019.96
1880044095	\$725.30
1880044105	\$725.30
1880044115	\$725.30
1880044125	\$725.30
1880044135	\$1,019.96
1880044145	\$770.64
1880044155	\$702.64
1880044165	\$702.64
1880044175	\$702.64
1880044185	\$702.64
1880044195	\$702.64
1880044205	\$725.30
1880044215	\$634.64
1880044225	\$634.64
1880044235	\$634.64
1880045015	\$725.30

1880045025	\$725.30
1880045035	\$725.30
1880045045	\$725.30
1880045055	\$747.98
1880045065	\$725.30
1880045075	\$725.30
1880045085	\$725.30
1880045095	\$838.64
1880045105	\$1,019.96
1880045115	\$725.30
1880045125	\$725.30
1880045135	\$747.98
1880045145	\$725.30
1880045155	\$951.96
1880045165	\$725.30
1880045175	\$679.98
1880045185	\$679.98
1880045195	\$679.98
1880045205	\$725.30
1880045215	\$725.30
1880045225	\$725.30
1880045235	\$725.30
1880045245	\$725.30
1880045255	\$747.98
1880045265	\$747.98
1880046015	\$634.64
1880046025	\$634.64
1880046035	\$634.64
1880046045	\$679.98
1880047015	\$725.30
1880047025	\$702.64
1880047035	\$702.64
1880047045	\$702.64
1880047055	\$702.64
1880047065	\$702.64
1880051015	\$498.64
1880051025	\$453.32
1880051035	\$453.32
1880051045	\$453.32
1880051055	\$453.32
1880051065	\$498.64
1880051085	\$498.64
1880051095	\$453.32
1880051105	\$453.32
1880051115	\$453.32
1880051125	\$453.32
1880051135	\$498.64
1880052015	\$498.64
1880052025	\$453.32
1880052035	\$453.32
1880052045	\$453.32
1880052055	\$453.32

1880052065	\$498.64
1880052085	\$498.64
1880052095	\$453.32
1880052105	\$453.32
1880052115	\$453.32
1880052125	\$498.64
1880052145	\$498.64
1880052155	\$453.32
1880052165	\$453.32
1880052175	\$453.32
1880052185	\$498.64
1880053015	\$453.32
1880053025	\$453.32
1880053035	\$453.32
1880053045	\$453.32
1880053055	\$453.32
1880053065	\$498.64
1880053085	\$498.64
1880053095	\$453.32
1880053105	\$453.32
1880053115	\$453.32
1880053125	\$453.32
1880053135	\$498.64
1880053155	\$498.64
1880053165	\$453.32
1880053175	\$453.32
1880053185	\$453.32
1880053195	\$453.32
1880053205	\$566.64
1880054115	\$725.30
1880054125	\$634.64
1880054135	\$634.64
1880054145	\$634.64
1880054155	\$725.30
1880054165	\$702.64
1880054175	\$770.64
1880055015	\$815.98
1880055025	\$815.98
1880055035	\$815.98
1880055045	\$815.98
1880055055	\$815.98
1880055065	\$815.98
1880055075	\$838.64
1880055085	\$838.64
1880055095	\$838.64
1880055105	\$838.64
1880055115	\$838.64
1880055145	\$815.98
1880055155	\$815.98
1880055165	\$815.98
1880055175	\$1,042.64
1880055185	\$793.30

1880055195	\$747.98
1880055205	\$725.30
1880055215	\$725.30
1880055225	\$725.30
1880055235	\$770.64
1880055245	\$1,586.62
1880056015	\$589.32
1880056025	\$453.32
1880056035	\$453.32
1880056045	\$543.98
1880056055	\$543.98
1880056065	\$453.32
1880056075	\$453.32
1880056085	\$657.32
1880057015	\$475.98
1880057025	\$453.32
1880057035	\$453.32
1880057045	\$589.32
1880061015	\$475.98
1880061025	\$453.32
1880061035	\$453.32
1880061045	\$589.32
1880062015	\$589.32
1880062025	\$453.32
1880062035	\$453.22
1880062045	\$543.98
1880062055	\$543.98
1880062065	\$453.32
1880062075	\$453.32
1880062085	\$634.64
1880063015	\$725.30
1880063025	\$702.64
1880063035	\$702.64
1880063045	\$725.30
1880063055	\$702.64
1880063065	\$702.64
1880063075	\$725.30
1880063085	\$702.64
1880063095	\$725.30
1880063105	\$770.64
1880063115	\$1,019.96
1880063125	\$793.30
1880063135	\$815.98
1880063145	\$793.30
1880063155	\$1,110.62
1880063165	\$929.30
1880063175	\$861.30
1880063185	\$815.98
1880063195	\$815.98
1880063205	\$815.98
1880063215	\$815.98
1880063225	\$815.98

1880063235	\$815.98
1880063245	\$815.98
1880063255	\$815.98
1880063265	\$815.98
1880063275	\$815.98
1880063285	\$1,133.30
1880063295	\$861.30
1880063305	\$747.98
1880063315	\$725.30
1880064015	\$815.98
1880064025	\$838.64
1880064035	\$838.64
1880064045	\$838.64
1880064055	\$838.64
1880064065	\$815.98
1880064075	\$838.64
1880065015	\$498.64
1880065025	\$453.32
1880065035	\$453.32
1880065045	\$453.32
1880065055	\$453.32
1880065075	\$453.32
1880065085	\$453.32
1880065095	\$453.32
1880065105	\$453.32
1880065115	\$475.98
1880066015	\$453.32
1880066025	\$453.32
1880066035	\$453.32
1880066045	\$453.32
1880066055	\$498.64
1880066075	\$498.64
1880066085	\$453.32
1880066095	\$453.32
1880066105	\$453.32
1880066115	\$453.32
1880066125	\$498.64
1880066145	\$498.64
1880066155	\$453.32
1880066165	\$453.32
1880066175	\$453.32
1880066185	\$453.32
1880066195	\$634.64
1880067015	\$498.64
1880067025	\$453.32
1880067035	\$453.32
1880067045	\$453.32
1880067055	\$498.64
1880067075	\$498.64
1880067085	\$453.32
1880067095	\$453.32
1880067105	\$453.32

1880067115	\$498.64
1880071015	\$498.64
1880071025	\$453.32
1880071035	\$453.32
1880071045	\$498.64
1880071065	\$498.64
1880071075	\$453.32
1880071085	\$453.32
1880071095	\$453.32
1880071105	\$453.32
1880071115	\$589.32
1880072015	\$589.32
1880072025	\$453.32
1880072035	\$453.32
1880072045	\$543.98
1880072055	\$543.98
1880072065	\$453.32
1880072075	\$453.32
1880072085	\$634.64
1880073011	\$317.32
1880073012	\$317.32
1880073021	\$226.66
1880073022	\$222.66
1880073035	\$453.32
1880073045	\$543.98
1880073055	\$543.98
1880073065	\$453.32
1880073075	\$453.32
1880073085	\$589.32
1880074011	\$249.32
1880074012	\$249.32
1880074025	\$453.32
1880074035	\$453.32
1880074045	\$498.64
1880075015	\$543.98
1880075025	\$498.64
1880075035	\$498.64
1880075045	\$498.64
1880075055	\$543.98
1880076015	\$543.98
1880076025	\$498.64
1880076035	\$498.64
1880076045	\$543.98
1880076065	\$543.98
1880076075	\$498.64
1880076085	\$498.64
1880076095	\$543.98
1880077015	\$498.64
1880077025	\$453.32
1880077035	\$453.32
1880077045	\$498.64
1880077065	\$498.64

1880077075	\$453.32
1880077085	\$498.64
1880078015	\$498.64
1880078025	\$453.32
1880078035	\$453.32
1880078045	\$453.32
1880078055	\$453.32
1880078065	\$543.98
1880081015	\$498.64
1880081025	\$453.32
1880081035	\$453.32
1880081045	\$453.32
1880081055	\$453.32
1880081065	\$498.64
1880081085	\$498.64
1880082015	\$498.64
1880082025	\$453.32
1880082035	\$566.64
1880083015	\$566.64
1880083025	\$453.32
1880083035	\$453.32
1880083045	\$453.32
1880083055	\$566.64
1880084015	\$543.98
1880084025	\$453.32
1880084035	\$453.32
1880084045	\$498.64
1880085015	\$589.32
1880085025	\$453.32
1880085035	\$453.32
1880085045	\$475.98
1880085055	\$475.98
1880085065	\$453.32
1880085075	\$453.32
1880085085	\$589.32
1880086015	\$498.64
1880086025	\$453.32
1880086035	\$453.32
1880086045	\$498.64
1880087015	\$498.64
1880087025	\$453.32
1880087035	\$453.32
1880087045	\$498.64
1880087065	\$498.64
1880087075	\$453.32
1880087085	\$453.32
1880087095	\$566.64
1880088015	\$498.64
1880088025	\$453.32
1880088035	\$453.32
1880088045	\$453.32
1880088055	\$453.32

1880088065	\$498.64
1880088085	\$498.64
1880088095	\$453.32
1880088105	\$453.32
1880088115	\$453.32
1880088125	\$498.64
1880088135	\$589.32
1880088145	\$453.32
1880088155	\$453.32
1880088165	\$475.98
1880089015	\$475.98
1880089025	\$453.32
1880089035	\$453.32
1880089045	\$589.32
1880089055	\$498.64
1880089065	\$453.32
1880089075	\$498.64
1880089095	\$498.64
1880089105	\$453.32
1880089115	\$453.32
1880089125	\$498.64
1880091015	\$453.32
1880091025	\$453.32
1880091035	\$453.32
1880091045	\$453.32
1880091065	\$453.32
1880091075	\$453.32
1880091085	\$453.32
1880091095	\$453.32
1880091115	\$453.32
1880091125	\$453.32
1880091135	\$453.32
1880091145	\$453.32
1880091155	\$453.32
1880091165	\$453.32
1880091185	\$453.32
1880091195	\$453.32
1880091205	\$453.32
1880091215	\$453.32
1880091225	\$453.32
1880091235	\$453.32
1880091245	\$453.32
1880091255	\$453.32
1880091275	\$453.32
1880091285	\$453.32
1880091295	\$453.32
1880091305	\$453.32
1880091315	\$453.32
1880091325	\$453.32
1880091345	\$453.32
1880091355	\$453.32
1880091365	\$453.32

1880091375	\$453.32
1880091395	\$453.32
1880092015	\$453.32
1880092025	\$453.32
1880092035	\$453.32
1880092045	\$453.32
1880092055	\$453.32
1880092065	\$453.32
1880092085	\$453.32
1880092095	\$453.32
1880092105	\$453.32
1880092115	\$453.32
1880092135	\$453.32
1880092145	\$453.32
1880092155	\$453.32
1880092165	\$453.32
1880092175	\$453.32
1880092185	\$453.32
1880092205	\$453.32
1880092275	\$453.32
1880092285	\$453.32
1880092295	\$634.64
1880092315	\$643.64
1880092325	\$453.32
1880092335	\$453.32
1880092345	\$453.32
1880092355	\$453.32
1880092365	\$543.98
1880092385	\$543.98
1880092395	\$453.32
1880092405	\$453.32
1880092415	\$453.32
1880092425	\$634.64
1880092445	\$634.64
1880092455	\$453.32
1880092465	\$453.32
1880092475	\$453.32
1880093015	\$453.32
1880093025	\$453.32
1880093035	\$453.32
1880093045	\$453.32
1880093055	\$453.32
1880093065	\$634.64
1880093195	\$543.98
1880093205	\$453.32
1880093215	\$453.32
1880093225	\$453.32
1880093235	\$453.32
1880093245	\$589.32
1880093265	\$589.32
1880093275	\$453.32
1880093285	\$453.32

1880093295	\$453.32
1880093305	\$453.32
1880093315	\$543.98
1880093335	\$543.98
1880093345	\$453.32
1880093355	\$453.32
1880093365	\$453.32
1880093375	\$453.32
1880093385	\$634.64
1880093405	\$634.64
1880093415	\$453.32
1880093425	\$453.32
1880093435	\$453.32
1880093445	\$453.32
1880093455	\$589.32
1880093495	\$634.64
1880093505	\$453.32
1880093515	\$453.32
1880093525	\$453.32
1880093535	\$532.64
1880093545	\$589.32
1880100015	\$453.32
1880100025	\$453.32
1880100035	\$453.32
1880100045	\$679.98
1880100055	\$453.32
1880100065	\$453.32
1880100075	\$453.32
1880100085	\$453.32
1880100105	\$453.32
1880100115	\$453.32
1880100125	\$453.32
1880100135	\$453.32
1880100145	\$453.32
1880100155	\$679.98
1880100165	\$453.32
1880100175	\$453.32
1880100185	\$543.98
1880100195	\$543.98
1880100205	\$453.32
1880100215	\$430.66
1880100225	\$679.98
1880100235	\$453.32
1880100245	\$453.32
1880100255	\$453.32
1880100265	\$453.32
1880100275	\$453.32
1880100285	\$453.32
1880100295	\$453.32
1880100305	\$453.32
1880100315	\$453.32
1880100325	\$498.64

1880100335	\$679.98
1880100345	\$498.64
1880100355	\$498.64
1880100365	\$543.98
1880100375	\$543.98
1880100385	\$498.64
1880100395	\$498.64
1880100405	\$679.98
1880100415	\$498.64
1880100425	\$453.32
1880100435	\$453.32
1880100445	\$453.32
1880100455	\$453.32
1880100565	\$679.98
1880100575	\$498.64
1880100585	\$589.32
1880100605	\$453.32
1880100615	\$453.32
1880100625	\$453.32
1880100635	\$453.32
1880100645	\$498.64
1880120085	\$1,349.46
1880120095	\$940.42
1880130015	\$371.70
1880130025	\$371.70
1880130035	\$371.70
1880130045	\$371.70
1880130055	\$371.70
1880130065	\$371.70
1880130075	\$371.70
1880130085	\$371.70
1880130095	\$371.70
1880130105	\$371.70
1880130115	\$371.70
1880130125	\$371.70
1880130135	\$371.70
1880130145	\$371.70
1880130155	\$371.70
1880130165	\$371.70
1880130175	\$371.70
1880130185	\$371.70
1880130195	\$371.70
1880130205	\$371.70
1880130215	\$371.70
1880130225	\$371.70
1880130235	\$371.70
1880130245	\$371.70
1880130255	\$371.70
1880130265	\$371.70
1880130275	\$371.70
1880130285	\$371.70
1880130295	\$371.70

1880130305	\$371.70
1880130315	\$371.70
1880130325	\$371.70
1880130335	\$371.70
1880130345	\$371.70
1880130355	\$371.70
1880130365	\$371.70
1880130375	\$371.70
1880130385	\$371.70
1880130395	\$371.70
1880130405	\$371.70
1880130415	\$371.70
1880130425	\$371.70
1880130435	\$371.70
1880130445	\$371.70
1880130455	\$371.70
1880130465	\$371.70
1880130475	\$371.70
1880130485	\$371.70
1880140015	\$371.70
1880140025	\$371.70
1880140035	\$371.70
1880140045	\$371.70
1880140055	\$371.70
1880140065	\$371.70
1880140075	\$371.70
1880140085	\$371.70
1880140095	\$371.70
1880140105	\$371.70
1880140115	\$371.70
1880140125	\$371.70
1880140135	\$371.70
1880140145	\$371.70
1880140155	\$371.70
1880140165	\$371.70
1880140175	\$371.70
1880140185	\$371.70
1880140195	\$371.70
1880140205	\$371.70
1880140215	\$371.70
1880140225	\$371.70
1880140235	\$371.70
1880140245	\$371.70
1880140255	\$371.70
1880140265	\$371.70
1880140275	\$371.70
1880140285	\$371.70
1880140295	\$371.70
1880140305	\$371.70
1880140315	\$371.70
1880140325	\$371.70
1880140335	\$371.70

1880140345	\$371.70
1880140355	\$371.70
1880140365	\$371.70
1880140375	\$371.70
1880140385	\$371.70
1880140395	\$371.70
1880140405	\$371.70
1880140415	\$371.70
1880140425	\$371.70
1880140435	\$371.70
1880140445	\$371.70
1880140455	\$371.70
1880150015	\$371.70
1880150025	\$371.70
1880150035	\$371.70
1880150045	\$371.70
1880150055	\$371.70
1880150065	\$371.70
1880150075	\$371.70
1880150085	\$371.70
1880150095	\$371.70
1880150105	\$371.70
1880150115	\$371.70
1880150125	\$371.70
1880150135	\$371.70
1880150145	\$371.70
1880150155	\$371.70
1880150165	\$371.70
1880150175	\$371.70
1880150185	\$371.70
1880150195	\$371.70
1880150205	\$371.70
1880150215	\$371.70
1880150225	\$371.70
1880150235	\$371.70
1880150245	\$371.70
1880150255	\$371.70
1880150265	\$371.70
1880150275	\$371.70
1880150285	\$371.70
1880150295	\$371.70
1880150305	\$371.70
1880150315	\$371.70
1880150325	\$371.70
1880150335	\$371.70
1880150345	\$371.70
1880150355	\$371.70
	\$491,835.28



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

Prepared By: Brad Windsor, Assistant Fire Chief *BW*Agenda Item No. L-5Reviewed By: City Manager *M* City Attorney *JDA* Finance *BJ* Other (Specify) _____

DATE: June 2, 2015

TO: City Council

FROM: Jeri Williams, Interim Fire Chief *JW*
Fire Department

SUBJECT: Appropriate \$775,000 from General Fund Operating Reserve to Provide Funding for Staffing for Fiscal Year (FY) 2014/2015

RECOMMENDATION

That City Council authorize a budget appropriation of \$775,000 from General Fund Operating Reserve to provide for Fire Department staffing costs.

DISCUSSION

On December 13, 2011, the City Council authorized the Fire Department to submit a grant application to the Federal Emergency Management Agency (FEMA) Staffing for Adequate Fire Emergency Resources (SAFER) program for 12 firefighter positions. In the request to City Council for authorization, the staff report indicated that the funding source for the positions after expiration of the grant was to be Measure O funds.

The Fire Department was awarded the 2011 SAFER grant in the amount of \$2,970,108 in anticipation of the opening of Fire Station 8 during FY 2014/2015. Various delays in the analysis of costs associated with the period between the end of the grant and the beginning of the FY 2015-2016 fiscal year delayed the preparation of this budget adjustment. As a result it was not included in the proposed budget. Rather than charging these costs to Measure O and reducing the size of the liquidity loan from Measure O to the General Fund staff recommends that these costs be charged directly to the General Fund.

The grant funding for the 12 firefighter positions was fully expended on January 30, 2015, and this action is necessary to absorb the cost of staffing for FY 2014/2015.

Fire Station 8 is scheduled to open July 18, 2015, which is after the current fiscal year. The Fire Department is requesting that Council approve funding from General Fund to offset costs associated with expired 2011 FEMA SAFER Grant Project 772225.

FINANCIAL IMPACT

Funding for budget appropriation would require \$775,000 to be allocated from the General Fund Undesignated Operating Reserve. The adjustment will be reflected in the beginning undesignated General Fund Balance at July 1, 2015 from \$12.9 million to \$12.1 million if the City Council approves the staff recommendation.

Attachment # 1 – Budget Appropriation

REQUEST FOR BUDGET APPROPRIATION

Department: Fire
Project/Program _____
Manager: Jeri Williams

Date: June 16, 2015

Phone: 385-7624

Reason for Appropriation:

Appropriate \$775,000 from the General Fund Operating Reserve to fund Fire Staffing FY 14/15 costs due to expiration of 2011 FEMA SAFER Grant Project 772225.

Fund: **GENERAL FUND (101)**

Expenditures / Transfers Out

FIRE SUPPRESSION (2201)

101-2201-802.80-01	DIRECT LABOR-REGULAR	446,370
101-2201-802.80-41	EMPLOYEE BENEFITS	75,380
101-2201-802.80-42	WORKERS COMPENSATION INS	55,575
101-2201-802.80-43	PERS	194,735
101-2201-802.80-44	WORKERS COMP/SAFETY	2,940

Total Expenditures 775,000

Net Change to Fund Balance (775,000)

Net Appropriation Change 775,000

Approvals

Department Director

Chief Financial Officer

City Manager

ATTACHMENT NO. 1

PAGE 1 OF 1

SBA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Revised : 2/23/2012

REQUIRES CITY COUNCIL AUTHORIZATION



Meeting Date: 6/16/15

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

Prepared By: Daniel Rydberg, Interim Utilities Director Agenda Item No. L-6Reviewed By: City Manager [Signature] City Attorney SBB Finance [Signature] Utilities [Signature]

DATE: June 10, 2105

TO: City Council

FROM: Daniel Rydberg, P.E., Interim Utilities Director [Signature]
Utilities DepartmentSUBJECT: Response to Grand Jury Report titled "City of Oxnard and its Adjoining
Agricultural and Business Water Resources, Final Report", Dated April 1, 2015**RECOMMENDATION**

That the City Council authorize the Mayor, the City Manager and the Interim Utilities Director to respond, on behalf of the Council and City staff, to the Grand Jury report titled "City of Oxnard and its Adjoining Agricultural and Business Water Resources, Final Report", dated April 1, 2015, in the form included as Attachment 1.

DISCUSSION

The Ventura County Grand Jury recently published a report on the City of Oxnard's (City) water management programs, primarily focused on the Groundwater Recovery Enhancement and Treatment Program (GREAT Program). The report, titled "City of Oxnard and its Adjoining Agricultural and Business Water Resources, Final Report" is dated April 1, 2015 (Grand Jury Report). The City is required to respond to certain findings and recommendations in the Grand Jury Report. The Grand Jury Report can be viewed on line at: http://vcportal.ventura.org/GDJ/docs/reports/2014-15/Oxnard_and_Its_Adjoining_Agricultural_and_Business_Water_Resources-04.01.15.pdf.

Generally, the Grand Jury Report was very complimentary of the City's vision in developing the GREAT Program. For example, in Finding FI-03, the Grand Jury noted that "Oxnard displayed prescient long-range planning when it undertook a major study resulting in a program titled GREAT." The Grand Jury Report acknowledges the significant effort involved in planning and completing the GREAT Program and its value to the region as a water supply source.

The Grand Jury Report includes only two recommendations. In brief, the Grand Jury encourages the City to work with the Fox Canyon Groundwater Management Agency and other regional entities to expand the GREAT Program to its maximum capacity.

As is normally the case, the City is required to respond to certain findings and the recommendations presented in the Grand Jury Report. A draft of the response is presented as Attachment #1.

Response to Grand Jury Report titled “City of Oxnard and its Adjoining Agricultural and Business Water Resources, Final Report” Dated April 1, 2015

June 10, 2015

Page 2

FINANCIAL IMPACT

None.

Attachment 1 - Response to Grand Jury Report titled “City of Oxnard and its Adjoining Agricultural and Business Water Resources, Final Report”, Dated April 1, 2015

Response to Grand Jury Report Form

Report Title: Final Report: City of Oxnard and its Adjoining Agricultural and Business Water Resources

Report Date: April 1, 2015

Response By: June 30, 2015 Title: Combined Responses from City of Oxnard, City Council, City Manager, and Utilities Department Interim Director

FINDINGS

- The City agrees with findings numbered FI-01 through FI-05.
- The City agrees with findings numbered FI-06, 07, and 10, and provides additional comments below.
- The City partially disagrees with the findings numbered FI-08 and 09, as explained below.

FI-06. The City will attain further economies of scale as the Advanced Water Purification Facility (AWPF) capacity is expanded. The City has connected the River Ridge Golf Course and soon plans to connect River Park Development which has a number of parks, schools, and Home Owner Association (HOAs) medians and roundabouts. Next comes connection to the Pleasant Valley farmers and other local city irrigation uses, as well as the New Indy Paper Company next to the AWPF. Also planned is a Recycled Water Aquifer Storage and Recovery (ASR) Demonstration Well at Campus Park which will be eventually converted to a production well for Indirect Potable Reuse (IPR) as soon as all permitting is accomplished. This well project also received a construction grant of approximately \$1 million.

FI-07. Water policy issues are best managed on a basin specific basis as water resource availability and constraints are geographic specific. Water supply and water quality issues vary regionally even within Ventura County. For example, water resource management issues in the Ojai Valley are different than those for the City within the Oxnard Plain area. Also, the Port Hueneme Water Agency, the Channel Islands Beach Services District, and the Naval Base VC are only a few who have also expressed water supply and water quality issues due to the drought. These agencies, along with others, have expressed an interest in participating in the City's GREAT Program.

FI-08. The Watershed Coalition of Ventura County (WCVC) is not a regulatory agency in the sense that its members look to the WCVC to establish policy or manage water issues of its coalition members. Rather, the WCVC's primary function is as a forum for Ventura County agencies to organize themselves in competing for grant funds and prioritizing competitive projects sponsored by the WCVC members. For example, the WCVC plays a vital role in compiling the Integrated Regional Water Management Plan (IRWM Plan) that is essential for entitlement to grant funds. Without the organizational efforts of the WCVC, Ventura County entities would likely be less successful in competing for statewide grant funds. As noted in the comment above on FI-07, it is not an appropriate expectation to look to one regulatory entity to set comprehensive water policy for the entire County.

FI-09. It is accurate that the City, similar to the cities of Ventura and Port Hueneme, is located physically on the coastal edge of the County. However, because of certain water management programs, infrastructure and water distribution agreements and policies, the City is not "last-in-line" to physically receive or have legal entitlement to regional water supplies.

FI-10. The Fox Canyon Groundwater Management Agency (FCGMA) has and will play a vital role in groundwater management policy within its jurisdiction. The City also expects to continue to be an active contributing member of the FCGMA in developing and implementing groundwater policy.

RECOMMENDATIONS

- Recommendations numbered R-01 and R-02 have been implemented.

R-01. The City is aggressively pursuing funding grants and low-interest loans for all aspects of the GREAT Program. The \$7.545 billion water bond approved by California voters in November 2014 is expected to provide a significant infusion of funding for water projects and programs. Guidelines for the new grant programs are being developed in 2015, and applications will be due later this year and continuing into FY 2017-18. The City has retained consultant assistance to participate in development of guidelines for all relevant grant programs and apply for grants. In April 2015, the City initiated an application for a Proposition 1 Recycled Water Construction grant and Clean Water State Revolving Fund low-interest loan. The application process will take about 9 months and the maximum grant available is \$15 million. The City continues to work through the application process. The City's Integrated Water Resources Master Plan shows the interrelatedness of all of the City's water management activities. In this way, grants for stormwater management, wastewater treatment plant improvements, and wetland restoration also support the GREAT Program, and the City will pursue these types of grants as they become available. Oxnard has been successful in securing several recent grants for the GREAT Program including: a \$220,000 USEPA Environmental Workforce Development grant to facilitate training for City Corps workers to assist at the AWPf; a \$1.1 million Prop 84 IRWM Drought Grant for the ASR Well at Campus Park; a \$250,000 research grant from the State Department of Water Resources, and over \$200,000 in research funding from the U.S. Bureau of Reclamation for studies at the AWPf Treatment Wetlands. In 2009, the City negotiated a funding agreement with Metropolitan Water District whereby MWD will reimburse \$195 per acre-foot of recycled water delivered to eligible project types, up to \$14.4 million over a 20 year period. In 2015, the City activated this Local Resources Program agreement and beginning July 1, 2015 Oxnard's recycled water deliveries are eligible for reimbursement. Additional Local Resources Program agreements can and will be negotiated in the near future to ensure that all recycled water activities that meet criteria for this program receive funding.

In the area of partnerships, in 2014 the City led development of a grant proposal to the US Department of Agriculture, which included multiple farmers, the City of Oxnard and the Resource Conservation District. The purpose of this partnership proposal was to support extension of recycled water pipelines and on-farm water deliveries and storage projects. While the grant proposal was unsuccessful, it established a good process for working together on future applications and efforts.

R-02. The City has been an active participant in the FCGMA policy development and implementation since its inception. As noted above, the City is encouraging the FCGMA to more aggressively implement policies that will enable the regional use of recycled water generated from City facilities.

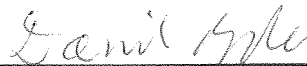
Date: _____

Tim Flynn, Mayor

ATTEST:

Greg Nyhoff, City Manager

Daniel Martinez, City Clerk



Daniel Rydberg, P.E., Interim Utilities Director



Meeting Date: 06 /23 /2015

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

Prepared By: Daniel Martinez, City ClerkAgenda Item No. N-1Reviewed By: City Manager SMCity Attorney SMFFinance JPOther N/A**DATE:** June 9, 2015**TO:** City Council**FROM:** Daniel Martinez, City Clerk
City Clerk's Office**SUBJECT:** Agreement for Publication of Legal Notices and Legal Advertisements

RECOMMENDATION

That City Council approve and authorize the Mayor to execute an agreement (A- 7786) with Vida Newspaper for the publication of legal notices and legal advertisements for fiscal year (FY) 2015-16.

DISCUSSION

1. Background

Each year, the City Council must select a newspaper of general circulation in which the public can find all legal advertisements. A Request for Proposals (RFP) was emailed to local newspapers of general circulation for the purpose of soliciting bids for the publication of legal notices and legal advertisements. These newspapers included the Ventura County Star, Ventura County Reporter, Tri-County Sentry Newspaper and Vida Newspaper. Responses were received from Reporter and Vida Newspapers.

The City Clerk's Office coordinated a selection committee consisting of representatives from the City Clerk's Office, Finance Department, Public Works Department, Public Information Division (City Manager's Office), Planning Division and Environmental Services Division. After reviewing the responses to the RFP, the selection committee recommends that the City Council award the agreement for publication of legal notices and legal advertisement to Vida Newspaper.

2. Proposal

The Vida Newspaper responded to the RFP in which it met or exceeded the minimum criteria set forth in the RFPs which are:

- 1) Compliance with State Requirements.** State law requires publication of legal notices in a “newspaper of general circulation.” The Vida Newspaper met this requirement.
- 2) Circulation and Area Coverage.** The Vida Newspaper is a weekly newspaper with a large readership in the Oxnard area.
- 3) Frequency of Publication.** The Vida Newspaper is a weekly newspaper available on Thursdays.
- 4) Flexibility of Submittal and Publication Timelines.** The Vida Newspaper normally requires advertisement submission of one day prior to legal publication.
- 5) Cost.** The Vida Newspaper proposes a cost of \$ 10.50 per inch for legal (classified) notices and \$10.50 per inch for legal (display) advertisements.
- 6) Availability of Information.** The Vida Newspaper provides the newspaper to the public at “no” cost and the legal notice is also available on the web site at “no” cost.

3. Findings

Staff recommends that the City Council select the Vida Newspaper for the publication of legal notices and legal advertisements. Staff recommends not mandating publishing all legal advertisements in more than one newspaper due to increased legal publication costs. Finally, staff recommends the continuing practice of a department or division placing legal notices or legal advertisements in more than one newspaper if there is a legal requirement or great public interest regarding the item.

FINANCIAL IMPACT

Each department is responsible for its advertisement costs, which should be included in the FY 2015-16 budget.

**AGREEMENT FOR PUBLICATION OF
LEGAL NOTICES AND LEGAL ADVERTISEMENTS**

This Agreement for Publication of Legal Notices and Legal Advertisements ("Agreement") is made and entered into this first day of July, 2015 by and between the City of Oxnard, a municipal corporation of the State of California ("City"), and Vida Newspaper ("Newspaper"), a newspaper of general circulation within Oxnard, pursuant to Public Contract Code section 20169.

Whereas, Public Contract Code section 20169 requires that annually City contract for the publication of legal notices with a newspaper of general circulation within Oxnard; and

Whereas, Newspaper is a newspaper of general circulation within Oxnard; and

Whereas, City has advertised for bids for the publication of legal notices and legal advertisements and Newspaper has submitted a bid and been awarded the right to enter into this Agreement.

Now, therefore, City and Newspaper agree:

1. Scope of Services:

- a. Newspaper shall publish legal notices and legal advertisements for and on request of City and shall provide City with written proof of publication of each item within one week of the last publication of the item. Written proof of publication shall be in a form acceptable to the City Clerk ("Clerk"). Such services shall be referred to herein as "the services." Newspaper understands and agrees that where necessary to satisfy legal requirements or for other reasons pertaining to timing and adequacy or other requirements of notice, another newspaper of general circulation, may be used for particular notices.
- b. The term "legal notices" refers to legal notices that the law requires to be published and that are identified as legal notices on the form sent by City to Newspaper, requesting publication. Legal notices will be published in the legal notice section of the newspaper. Newspaper shall publish legal notices using a standard 7-point type for the body and 8-point type for the heading in the Spartan Classified style. City may require modification of the type size or style. Newspaper may also change the type size and/or style with permission of the City employee requesting the publication. Newspaper shall use the least amount of space possible to present a readable notice.
- c. The term "legal advertisements" refers to legal notices that the law requires to be published and that are identified as legal advertisements on the form sent by City to Newspaper, requesting publication. Legal advertisements are legal notices published with a border and City logo in the legal notice section of the newspaper. Newspaper may print in other sections of the newspaper with the permission of the City employee requesting the publication. Newspaper shall publish legal advertisements using a standard 8-point type for the body and 12-point type for the heading in the Helvetica style. City may require modification of the type size or style. Newspaper may also change the type size and/or style with permission of the City employee requesting the publication. Newspaper shall use the least amount of space possible to present a readable advertisement.

2. Standard of Performance: Newspaper shall undertake and complete the services with care, skill and diligence, according to the standards prevailing in the newspaper publishing business and shall use Newspaper's best efforts to meet all publication deadlines and to assure accuracy of publication.
3. Correction of Errors: Newspaper shall promptly correct, at its expense, all errors in the services that are caused by Newspaper. Newspaper shall promptly correct, at City's expense, all errors in publication that are caused by City.
4. Principal in Charge: Newspaper designates Manuel Munoz as principal in charge and person responsible for necessary coordination with Clerk.
5. Time for Performance: Newspaper shall publish legal notices and legal advertisements at the times requested by City, provided that City has given Newspaper a copy of the material to be published at least one day prior or one day prior to a holiday to the first date of publication.
6. Term of Agreement: This Agreement shall begin on July 1, 2015, and shall expire on June 30, 2016.
7. Termination: City may terminate this Agreement at any time, for any cause or without cause, upon 15 calendar days' written notice to Newspaper. If City terminates this Agreement for reasons other than Newspaper's failure to perform its obligations, City shall pay Newspaper for the services satisfactorily completed and accepted by City prior to the effective date of termination. Such payment shall be Newspaper's exclusive remedy for termination without cause.
8. Compensation:
 - a. City shall pay Newspaper for the services of publishing legal notices at the rate of \$ 10.50 per inch for a publication in the Classified Section.
 - b. City shall pay Newspaper for the services of publishing legal advertisements at the rate of \$ 10.50 per inch for publication in Display Section.
 - c. Nothing in this Agreement shall prevent City from placing legal notices, legal advertisements and other material in other newspapers, and such acts shall not constitute a breach of this Agreement.
 - d. City does not guarantee that City will request Newspaper to publish any minimum amount of legal notices or legal advertisements or other material.
 - e. The acceptance by Newspaper of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Newspaper for anything completed, finished or relating to Newspaper's services.
 - f. Newspaper shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

9. Method of Payment:

- a. City shall pay Newspaper monthly on satisfactory completion of services and on submittal by Newspaper of a billing statement delineating the services performed, in a form satisfactory to Clerk, including purchase order number, notice/advertisement name/title, size of notice/advertisement and date of publication.
- b. Newspaper shall maintain current monthly records pertaining to services performed for City and forward invoices to the employee who requested the services.

10. Business License: Newspaper shall obtain and maintain during the term of this Agreement a City business license.

11. Insurance:

- a. Newspaper shall obtain and maintain during the performance of any services under this Agreement the insurance coverages as specified in Exhibit INS-B, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Newspaper obtain and maintain such insurance coverages.
- b. Newspaper shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-B. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-B.
- c. Maintenance of proper insurance coverages by Newspaper is a material element of this Agreement. Newspaper's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

12. Independent Contractor:

- a. In the performance of the services, Newspaper shall be, and is, an independent contractor, and Newspaper and its employees are not employees of City. Newspaper has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Newspaper.
- b. Newspaper shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Newspaper's employees, agents, subcontractors and consultants, including compliance with Social Security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.
- c. Newspaper acknowledges that Newspaper and Newspaper's employees are not entitled to any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, annual leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

13. Assignability of Agreement: This Agreement contemplates performance by Newspaper and is based upon a determination of Newspaper's standing as a newspaper of general circulation, printed, published and circulated in Oxnard. Assignment of any or all rights, duties, or obligations of Newspaper under this Agreement will be permitted only with the express written consent of Clerk, which consent may be withheld for any reason.
14. Successors and Assigns: This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Newspaper and City.
15. Fair Employment Practices:
- a. Newspaper agrees that all persons employed by Newspaper shall be treated equally by Newspaper without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, sexual orientation, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.
 - b. Newspaper agrees that during the performance of this Agreement, Newspaper and any other parties with whom Newspaper may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, sexual orientation, or any other status protected by law.
 - c. Newspaper agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.
 - d. Newspaper shall provide City staff with access to and, upon request by Clerk, provide copies to Clerk of all of Newspaper's records pertaining or relating to Newspaper's employment practices, to the extent such records are not confidential or privileged under State or federal law.
16. Force Majeure: Neither City nor Newspaper shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.
17. Time of Essence: Time is of the essence in regard to performance of any of the terms and conditions of this Agreement.
18. Compliance with Laws: Newspaper agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Newspaper pursuant to this Agreement.

19. Notices:

- a. Any notices to Newspaper may be delivered personally or by mail addressed Attention:
Manuel Munoz

130 Palm Drive, Oxnard, CA 3030

- b. Any notices to City may be delivered personally or by mail addressed to
Daniel Martinez, City Clerk, 305 West Third Street, Oxnard, California 93030.

20. Amendment: The terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by both Clerk and Newspaper.

21. Entire Agreement: This Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CITY OF OXNARD

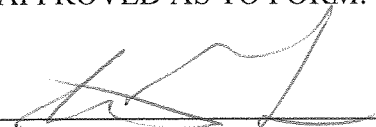
NEWSPAPER

Tim Flynn
Mayor

Manuel Munoz
Vida Newspaper

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:



Stephen Fischer, Interim City Attorney

Risk Manager

APPROVED AS TO CONTENT:

Daniel Martinez, City Clerk

Attachment No. 1
5 of 5