

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

July 14, 2015

4:30 P.M. Closed Session

A. ROLL CALL/POSTING OF AGENDA

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

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

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

D. OPENING CEREMONIES – 6:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of 2015 Ventura County Fair Poster.

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

At this time, the legislative body will consider public comments for a maximum of thirty minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. A person not able to address the legislative body at this time because the thirty minutes expires may do so just prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take any action on any items presented during public comments at this time. Such items may only be referred to the City Manager/ Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing. The presiding officer shall limit public comments to three minutes.

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in a meeting, please contact the City Clerk's Office at 385-7803. Notice at least 72 hours prior to the meeting will enable the City to reasonably arrange for your accessibility to the meeting.

City of Oxnard internet address: www.ci.oxnard.ca.us.

G. REVIEW OF INFORMATION/CONSENT AGENDA

The members of the legislative body will consider whether to remove Information/Consent Agenda items for discussion later during the meeting.

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

I. INFORMATION/CONSENT AGENDA**City Clerk Department**

1. **SUBJECT:** Minutes of the Regular Meetings of the Oxnard City Council for March 17 and 24, 2015. (001)

RECOMMENDATION: Approve.

Legislative Body: CC

Contact: Daniel Martinez

Phone: 385-7803

City Manager Department

2. **SUBJECT:** Agreements for City Council Review. (011)

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

Development Services Department

3. **SUBJECT:** Cooperative Agreement with the California Transportation Department (CALTRANS). (015)

RECOMMENDATION: Approve a Cooperative Agreement with CALTRANS for the development of a project initiation document (PID) that will result in improvements at the Fifth Street (State Route 34) and Rice Avenue intersection within the State Highway System (SHS) and authorize the City Manager to execute the same.

Legislative Body: CC

Contact: Jason Samonte

Phone: 385-7872

Fire Department

4. **SUBJECT:** Memorandum of Agreement with Oxnard Firefighters Foundation, Inc. and Acceptance of Equipment in the Amount of \$25,000. (025)

RECOMMENDATION: Adopt a resolution accepting a donation of a Rescue Water Craft and associated equipment and authorizing the Mayor to execute a Memorandum of Agreement with the Oxnard Firefighters Foundation, Inc. (7149-15-FI) relating to the City's use of the same.

Legislative Body: CC

Contact: Brad Windsor

Phone: 385-7708

Housing Department

5. SUBJECT: Approval of Memorandum of Agreement Relating to the Distribution of Surplus Funds Resulting from Trustee's Sale of Property at 226 East Seventh Street. (033)
RECOMMENDATION: 1) Approve a Memorandum of Agreement (A-7808) between the City and Cabrillo Economic Development Corporation regarding distribution of \$66,164.78 of surplus funds resulting from the Trustee's sale of 226 East Seventh Street; 2) Authorize a budget appropriation recognizing distribution of funds from the Trustee; and 3) Authorize and direct the Mayor to execute the Memorandum of Agreement and authorize the City Manager or his designee to execute any documents necessary to effectuate the distribution of funds.
- Legislative Body: CC Contact: Karl Lawson Phone: 385-8095

J. PUBLIC HEARINGS.K. APPOINTMENT ITEMS – 6:30 P.MDevelopment Services Department

1. SUBJECT: Verbal Presentation by Energy Commission Public Advisor Alana Mathews.
RECOMMENDATION: Receive a verbal presentation regarding the proposed NRG Puente power plant Energy Commission (CEC) permitting process from the CEC Public Advisor.
- Legislative Body: CC Contact: Chris Williamson Phone: 385-8156
2. SUBJECT: City Council Position Letter to the California Public Utilities Commission (CPUC), California Energy Commission (CEC), California Coastal Commission (CCC), Southern California Edison (SCE), and California Independent System Operation (ISO) Regarding the Oxnard NRG "Puente" Energy Facility Application. (039)
RECOMMENDATION: 1) Approve a position letter regarding the proposed NRG "Puenete" Energy Facility Application; 2) Direct the City Manager to transmit the letter to the CPUC, CEC, CCC, SCE, and ISO; and 3) Authorize Councilmember(s) to present the City's position at the CEC Public Hearing on July 15, 2015 and at subsequent hearings related to the NRG application process.
- Legislative Body: CC Contact: Chris Williamson Phone: 385-8156

City Manager Department – 8:00 P.M

3. SUBJECT: "Community Cats" Presentation on Strategies for Reducing Feral Cats in Oxnard. (043)
RECOMMENDATION: Receive a report entitled "Community Cats" from Jon Cicerelli, Director of San Jose Animal Care focusing on strategies to reduce the numbers of feral cats in Oxnard and thereby limit the intake of cats to the Ventura County Animal Shelter.
- Legislative Body: CC Contact: Martin Erickson Phone: 385-7870

L. REPORTSCity Manager Department

1. SUBJECT: Third Amendment to Agreement for Trade Services with Select Staffing for Contract Labor Services at the Del Norte Regional Recycling and Transfer Station. (045)

RECOMMENDATION: Approve and authorize the Mayor to execute a Third Amendment to Agreement for Trade Services with Select Staffing (A-7632) to increase the amount by \$375,000 to a not to exceed amount of \$2,775,000 for contract labor services at the Del Norte Regional Recycling and Transfer Station (Del Norte Facility).

Legislative Body: CC

Contact: Todd Housley

Phone: 385-7957

Development Services Department

2. SUBJECT: Sixth Amendment to Agreement with Iteris, Inc. (049)

RECOMMENDATION: Approve and authorize the Mayor to execute a Sixth Amendment to Agreement for Engineering Consulting Services with Iteris, Inc. (5217-10-DS) to increase the amount by \$146,779 to a not to exceed amount of \$2,808,358 for design, construction support, and integration services connecting the Wastewater Division Supervisory Control and Data Acquisition (SCADA) system to the City's fiber optic backbone as part of the Intelligent Transportation System (ITS) Master Plan project.

Legislative Body: CC

Contact: Jason Samonte

Phone: 385-7872

3. SUBJECT: Expedited and Streamlined Permitting Process for Small Residential Rooftop Solar Systems. (061)

RECOMMENDATION: Approve the first reading by title only and subsequent adoption of an ordinance relating to an expedited, streamlined permitting process for small residential rooftop solar systems and determining that the project is exempt from the California Environmental Quality Act pursuant to Section 15061 (b)(3).

Legislative Body: CC

Contact: Kathleen Mallory

Phone: 385-8370

Utilities Department

4. SUBJECT: Approval of Lowest Responsible and Responsive Bid and Authorization to Issue and Execute a Contract for UD15-17- Electrical Rehabilitation-Water Well Nos. 30, 32, 33 and 34 Project and Budget Appropriation. (069)

RECOMMENDATION: 1) Award contract to the lowest responsible and responsive bidder, Taft electric Company (A-7792), in the amount of \$869,800 for UD15-17-Electrical Rehabilitation-Water Well Nos. 30, 32, 33 and 34 Project, and authorize the purchasing agent to issue and execute the contract upon receipt of final documents; and 2) Approve a budget appropriation in the amount of \$1,032,890 from Water Operating Fund balance to UD15-17-Electrical Rehabilitation-Water Well Nos. 30, 32, 33 and 34 Project 156004 to fund the work.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

M. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

The City Manager/Executive Director/Secretary shall report on items of interest to the legislative body occurring since the last meeting. The legislative body cannot enter into detailed discussion or take action on any item presented during this report. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion.

**N. CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY/FINANCING AUTHORITY
BUSINESS/COMMITTEE REPORTS****O. PUBLIC COMMENTS ON REPORTS**

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

P. PUBLIC COMMENTS ON STUDY SESSION

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

Q. STUDY SESSION**C. CLOSED SESSION – Continued from Page 1****1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION.**

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

Name of case: California Public Utilities Commission Application 14-11-016

The Interim City Attorney requested that this item be discussed in closed session under the Brown Act exception of Conference with Legal Counsel – Existing Litigation. The purpose of the closed session is for the City Council to confer with its legal counsel regarding the Application of Southern California Edison Company (U338E) for Approval of the Results of its 2013 Local Capacity Requirements Request for Offers for the Moorpark Sub-Area.

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION.

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

Name of case: In the Matter of: Application of the Puente Power Project, California Energy Commission Docket No. 15-AFC-01

The Interim City Attorney requested that this item be discussed in closed session under the Brown Act exception of Conference with Legal Counsel – Existing Litigation. The purpose of the closed session is for the City Council to confer with its legal counsel regarding the City of Oxnard's Petition to Intervene.

3. CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION.

CC On the advice of the Interim City Attorney, pursuant to Government Code section 54956.9 (d)(2), based on existing facts and circumstances, there is significant exposure to litigation against the City in one potential case relating to construction activity adjacent to property located at 2460 Auto Center Drive, Oxnard, California.

The City Manager and the Interim City Attorney requested that this item be discussed in closed session under the Brown Act exception of Conference with Legal Counsel – Potential Litigation.

R. ADJOURNMENT

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
March 17, 2015

A. ROLL CALL/POSTING OF AGENDA

At 4:36 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Tim Flynn, Carmen Ramirez, Dorina Padilla and Bert Perello were present. Councilmember Bryan A. MacDonald was absent. 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 and Stephen Fischer, Interim City Attorney.

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)(2). Based on existing facts and circumstances, there is significant exposure to litigation against the City in four potential cases.

At 6:07 p.m. the City Council reconvened and recessed to the evening session.

D. OPENING CEREMONIES

At 6:08 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers, concurrently with the Housing Authority. 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; Matthew Winegar, Development Services Director.

E. CEREMONIAL CALENDAR

1. SUBJECT: Commendation to Recognize the Achievements of the 1972 Sunset Senior League All Star Team.
ACTION: The Council recognized the Sunset Senior League All Star Team and provided comments.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Jim Milstead; Ed Ellis; Leo Alvarez; Peggy Rivera; Lupe Angiano; Ray Tejada; William "Bill" Terry; KNS Rock Star; James Torrez; Inez Tuttle; Daniel Lechlitter; Vera Vega; Al Velasquez; Greg Runyon; Pat Brown; Steve Nash; Andres Sanchez and Larry Stein.

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

J. APPOINTMENT ITEMS

K. REPORTS**Development Services**

2. **SUBJECT:** New Channel Islands Harbor Memorandum of Agreement and License. (145)
RECOMMENDATION: 1) Approve a Memorandum of Agreement (MOA) with the County of Ventura (County) as it relates to operations and maintenance responsibilities in Channel Islands Harbor; 2) Approve a License Agreement to permit the County to enter and maintain the traffic median at the intersection of Channel Islands Boulevard and Harbor Boulevard; and 3) Endorse the concept of forming a Channel Islands Harbor joint powers authority to provide oversight for developments in Channel Islands Harbor and the Mandalay Bay Communities.
DISCUSSION: The Development Services Director commented on proposed ten year MOA agreement including reviewed the history of harbor; service responsibilities including roads; license agreement, traffic intersection improvement, future development land use and landscape/signage.

Public comments were received from: Lauraine Effres; Diane Delaney; Scot Bernstein; Anita Mays; Thomas Petersen; Mike Mercadante; George Miller; Werner Keller; Jared Bouchafd; Inez Tuttle; Al Valasquez; Tom Danza; Bill Clark; Dan Lechlitter and Aaron Starr.

The City Manager commented on the timeline of the current agreement and negotiating an agreement agreeable to both Ventura County and City.

The City Council commented on: needing to have input on harbor development; need to vent issues of the proposed agreement; "not" approving proposed MOU; financial and cost issues and keeping the service to the harbor with the termination of the current agreement.

ACTION: Deny the proposed agreement with staff returning to City Council with a negotiated agreement. (Perello/Flynn) Ayes: Padilla, Perello, Flynn and Ramirez. Absent: MacDonald.

H. INFORMATION/CONSENT PUBLIC HEARINGS**I. PUBLIC HEARINGS****N. PUBLIC COMMENTS ON REPORTS****O. PUBLIC COMMENTS ON STUDY SESSION****P. STUDY SESSION****HOUSING AUTHORITY**

At 9:10 p.m. the joint meeting with the Housing Authority concluded.

Q. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were received from; Interim City Attorney and Development Services Director (S-1(a)).

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

1. SUBJECT: Agreements for City Council Review. (191)
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.

Development Services Department

2. SUBJECT: Second Reading of Ordinance No. 2890 Approving Planning and Zoning Permit No 13-580-05 (Zone Text Amendment) Regarding Regulations for Accessory Structures in Residential Zones. (193)
RECOMMENDATION: Second reading and adoption.

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

K. REPORTSCommunity Development Department

3. SUBJECT: Omnibus Amendment to Loan Documents (Sonata Apartments Acquisition, Predevelopment and Permanent Loan Agreement "Sonata Loan Agreement"). (169)
RECOMMENDATION: 1) Approve the proposed Omnibus Amendment to the Sonata Loan Agreement with Indemnification Agreement and authorize the Mayor (or designee) to execute the documents with such non-substantive changes as may be acceptable to the City Attorney; and 2) Authorize the City Manager (or designee) to prepare, revise, and sign all associated documents necessary to carry out and implement the Omnibus Amendment, and to administer the City's obligations, responsibilities, and duties pursuant to the Sonata Loan Agreement, as amended.
DISCUSSION: Tom Figg, Special Advisor Successor Agency, reviewed the affordable project in the Riverpark community including pay back of loan, tax credit process, transfer of obligations, change of terms and administration costs.

Public comments were received from: George Miller and Pat Brown.

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

City Manager Department

1. SUBJECT: Organizational Assessment and Audit of Corporate Support, Accountability and Value Systems—Management Partners and Renne Sloan Holtzman and Sakai, LLP. (001)

RECOMMENDATION: 1) Receive the "Organizational Assessment – Phase 1 Report" by Management Partners. Receive the audit report regarding the Human Resources Department by Renne Sloan Holtzman Sakai, LLP ("RSHS"); 2) Approve and authorize the Mayor to execute the Second Amendment to the Agreement with Management Partners, Inc., to increase the amount by \$165,000 for a total amount not to exceed \$360,000 to continue the services of Dave Millican, provide a long term financial forecast consistent with City Council policy, and to lead early implementation efforts for the high-priority issues described in the two reports; and 3) Authorize a budget appropriation in the amount of \$75,000 from the General Fund Operating Reserve Fund.

DISCUSSION: The City Manager commented on: work of staff and future goals including applying to be an "American City".

Bob Dias, Management Partners, and Donna Torres Wong, Renne Sloan Holtzman Sakai, provided findings and future vision of the City including having a strategic plan, need for performance measurements, having an positive organizational culture (communications, setting priorities goals, staff training), addressing human resources needs, creating audit programs and having grants management.

Public comments were received from: Larry Stein; Dan Pinedo; Ernest Stein (speaking for William Terry); Al Velasquez; Steve Nash; George Miller; Martin Jones and Aaron Starr.

The Council discussed: setting City goals; performance measures; organizational culture; operating reserves; review of fees; update of classification and wages; implementation plan and changes on policies.

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

L. REPORT OF CITY MANAGER

M. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The City Council commented on several issues including: attending National League of Cities; opening of Sunset Baseball Little League; presentation of the State of the City; CAG workshop meetings regarding communications and the advisory role of the group.

T. ADJOURNMENT

At 12:14 a.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

MINUTES

OXNARD CITY COUNCIL

Regular Meeting

March 24, 2015

A. ROLL CALL/POSTING OF AGENDA

At 5:05 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald and Bert Perello were present. Councilmember Dorina Padilla was absent. 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: Greg Nyhoff, City Manager; Scott Whitney, Interim Assistant City Manager; Stephen Fischer, Interim City Attorney and Lyn McGraw, Deputy City Clerk.

At 5:06 Councilmember Padilla was present.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

At 5:06 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54956.9(d)(2) to confer with its attorneys. Based on existing facts and circumstances, there is significant exposure to litigation against the in four potential cases.

At 6:05 p.m. the City Council reconvened and recessed to the evening session.

D. OPENING CEREMONIES

At 6:06 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers, concurrently with the Housing Authority. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence for Jim Peters, former staff members' husband. Mayor Flynn presided. Additional staff members present were: Daniel Martinez, City Clerk; Danielle Navas, City Treasurer; Jeri Williams, Police Chief; Matthew Winegar, Development Services Director; Barbara Murray, Library Director; Martin Erickson, Deputy City Manager; Rob Roshanian, Development Services Manager; Carrie Sabatini, Interim Housing Director; Trish Honigsberg, Outreach/Education Specialist and Todd Housley, Environmental Resources Manager.

E. CEREMONIAL CALENDAR

1. SUBJECT: Invitation to Oxnard's "There is no Place Like Home" Earth Day Celebration, on Saturday April 4th from 11- 3 at Plaza Park in Downtown Oxnard.
DISCUSSION: The Outreach/Education Specialist invited staff and the public to attend the Earth Day Celebration.
2. SUBJECT: Presentation of Commendation to Kristina Wroten Hernandez on Eighteen Years and Six Months of Exemplary Service at the Oxnard Public Library
ACTION: The Council presented commendation and Library Director praised Ms. Hernandez on her service to the Oxnard Library.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Dawn Gleiter; Mike Arndt; Tony Cordero; Jim Milstead; Daniel Forest; George Miller; Tom Di Crolli; Tony Skinner; Val Crawford; Daniel Lechlitter; Pete Placencia; Anastacio Arceo; Vera Vega; William Terry; Inez Tuttle; Al Velasquez and Arthur Munoz.

G. TRANSMITTAL OF INFORMATION ONLY ITEMS**RECSSS**

At 8:01 p.m., the City Council recessed while the Housing Authority held a meeting and at 8:48 p.m., the City Council meeting reconvened.

HOUSING AUTHORITY

At 8:48 p.m. the joint meeting with the Housing Authority concluded.

J. APPOINTMENT ITEMS**City Manager Department**

1. **SUBJECT:** Resolution of the City Council of the City of Oxnard in Support of the Alliance for Linked Learning. (029)

RECOMMENDATION: Adopt **Resolution No 14,726** authorizing the City of Oxnard to formally support the Alliance for Linked Learning with Oxnard Union High School District and officially declare the City of Oxnard to be a "Linked Learning City."

DISCUSSION: Gabe Soumakian, Oxnard High School Superintendent, commented on the program and partnership with the community.

Public comments were received from: Pat Brown; George Miller; Daniel Lechlitter and Inez Tuttle.

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

H. INFORMATION/CONSENT PUBLIC HEARINGS**I. PUBLIC HEARINGS****K. REPORTS****City Manager Department**

1. **SUBJECT:** Annual Report on City Operation of Del Norte Regional Recycling and Transfer Station. (033)

RECOMMENDATION: Receive and consider report.

DISCUSSION: The Deputy City Manager commented on the change from private management of the facility to City management. The Environmental Resources Manager reviewed issues of the facility including: comparison of market costs; decreased of recyclables; collection programs (computers, paint, metals); future goals (upgrade of equipment, reduction of truck trips) and illegal dumping issues.

At 8:46 p.m.; Mayor Flynn left the meeting and Mayor Pro Tem Ramirez presided. At 8:59 p.m., Mayor Flynn returned to meeting and presided.

Public comments were received from: Aracely Preciado; Daniel Lechlitter; Al Velasquez; Dan Pinedo; Jess Gutierrez; Gerard Kapuscik and Pat Brown.

Dr. Eugene Tseng, Consultant, commented on: the costing and improvements of capturing recyclable items and the need for master plan.

Councilmembers commented on: equipment replacement program; staffing of facility; being transparent and collection process of recyclables.

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

Development Services Department

2. SUBJECT: Verbal Update on the Development Services Department One-Stop Permit Center Program.

RECOMMENDATION: Receive and consider report.

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

Q. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were received from: Development Services Director (S-8).

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from: Al Velequez (S-6); Len Shulman (S-4); Martin Jones (S-6) (S-8); and George Miller (S-8).

S. INFORMATION/CONSENT AGENDA

City Attorney Department

1. SUBJECT: Second Amendment to Attorney Services Agreement for Special Counsel to Represent the City in a Variety of Human Resources Related Matters. (045)
RECOMMENDATION: 1) Approve and authorize the City Manager to execute a Second Amendment to Attorney Services Agreement with Renne Sloan Holtzman Sakai LLP (6862-14-CA) to increase the amount by \$240,000 for a total of \$540,000 and amend the scope of services; and 2) Authorize the special budget appropriation in the amount of \$240,000 from the General Fund Operating Reserve Fund.

City Manager Department

3. SUBJECT: Agreements for City Council Review. (061)
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.

4. SUBJECT: Approval of INCF and Neighborhood Council Bylaws instituting a name change to Inter-Neighborhood Council Organization (INCO); Affirmation of advisory role of the INCO. (063)

RECOMMENDATION: Adopt **Resolution No. 14,727** approving the updated Inter-Neighborhood Council Organization (INCO) and Neighborhood Council Bylaws and affirming that the INCO is an advisory body to the City Council.

5. SUBJECT: Transportation Development Act (TDA) Local Transportation Fund (LTF) Allocations for FY 2015/16. (105)

RECOMMENDATION: 1) Recognize the FY 2015/16 TDA funding allocations from Gold Coast Transit District (GCTD), to the City of Oxnard's transit program, and authorize the City manager to incorporate them into the budget, including \$500,000 for transit services, and swapping out \$165,000 of City Air-Pollution Buy-Down funding for \$165,000 of TDA from GCTD for operation of the Harbor Beaches Dial a Ride transit service; and 2) Approve a Budget Appropriation allocating FY 2014/15 allocations of \$300,000 from TDA/LTF4 99400c Fund 213 to OTC Bus Island Re-Roof Capital Improvement Project 153121 and \$14,456 from TDA/LTF3 Fund 214 to Bike Path Improvements Project 103103.

City Treasurer Department

6. SUBJECT: Quarterly Investment Report for the Second Quarter F/Y 2014-2015. (109)
RECOMMENDATION: Accept the quarterly Investment Report for the Second Quarter F/Y 2014-2015.

Development Services Department

7. SUBJECT: Approval of Lowest Responsible Responsive Bid and Authorization to Issue and Execute a Contract (A-7755) for DS15-04-Oxnard Boulevard Intelligent Transportation System (ITS) Extension. (117)
RECOMMENDATION: Award contract to the lowest responsible and responsive bidder, Aegis ITS, Inc. (A-7755) in the amount of \$641,150.07 for DS15-04 Oxnard Boulevard Intelligent Transportation System Extension and authorize the purchasing agent to execute the contract upon receipt of final documents.
8. SUBJECT: Approval of Cultural Arts Grant Program Awards. (145)
RECOMMENDATION: Approve the recommended awards to various artists and organizations as part of the 2015 Cultural Arts Grant Program.*

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended. (MacDonald/Ramirez) Ayes: Padilla, Perello, Flynn, Ramirez and MacDonald,. *Noes: Perello (I-8) due to the scoring and awarding process.

M. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

1. SUBJECT: Verbal Update on the City Attorney Recruitment.
RECOMMENDATION: Receive verbal update.
DISCUSSION: The City Manager reviewed the selection process and requested Council input.

Public comments were received from: Al Velasquez and Martin Jones.

The City Council discussed the selection process including staffing of City Attorney Office, the process to seek a City Attorney, benefits to be offered and the type of past experience seeking.

ACTION: Provided directions to City Manager.

2. 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; 4) Establishment of an Athletics Commission; 5) Electronic cigarettes; and 6) River Levee.

ACTION: Removed from agenda.

L. REPORT OF CITY MANAGER

The City Manager commented on the many issues that will be reviewed during budget process, having "work" sessions with various department(s)/division(s).

M. CITY COUNCIL BUSINESS

The City Council reported on several issues including: Downtown Improvement Task Force; meetings; Oxnard Boulevard improvements; Regional Defense Partnership; discussions regarding the former Halaco site; bicycle paths; housing needs; Channel Islands Harbor agreement and Oxnard State of City address.

N. PUBLIC COMMENTS ON REPORTS

O. PUBLIC COMMENTS ON STUDY SESSION

P. STUDY SESSION

T. ADJOURNMENT

At 11: 54 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

CARMEN RAMIREZ
Mayor Pro Tem



Meeting Date: 07/14/2015

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-2

Reviewed By: City Manager gm

City Attorney SMF

Finance mm

Other (Specify) _____

DATE: July 6, 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 07/14/2015

Item Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A Original Agreement	City Manager - Enterprise Information Systems Management Rich Benbrook	Portford Solutions Group, Inc. Agreement No. 7168-15-CM	Electronic Document Imaging System licensing, maintenance, and support Our current agreement with Portford Solutions for annual licensing, maintenance and support for components of the Citywide Electronic Document Imaging System will expire 08/31/2015. On 04/01/2015, an RFP was released requesting proposals from vendors qualified to provide this support. The RFP closed on 04/30/2015. Three Bids were received. The lowest qualified bidder was Portford Solutions. Furthermore, the support provided over the past 5 years by Portford Solutions has been very good, and it would be in the best interests of the City to continue this relationship. This is a three-year agreement for not-to-exceed \$140,000 total for the three-year period. Total Contract Amount: \$140,000 FundingSource: Internal Service	\$140,000
B Original Agreement	Police Randy Latimer	LexisNexis Agreement No. 7104-15-PO	Investigative Data Base LexisNexis offers a web-based collision report dissemination software program that is utilized by over 120 police departments in the State of California at no cost to our City/police department. The company works jointly with Crossroads Software Inc. to provide collision management data and statistics. LexisNexis approached the police department to propose the project, LexisNexis was chosen due to its reputation and the unique service benefits it offers to the police department and our community. This agreement is a 5-year agreement. Agreements over 3 years require Council approval. Total Contract Amount: \$0 FundingSource: No Cost	\$0

12

ATTACHMENT
PAGE 1 OF 3

City Manager Contract List for 07/14/2015

Item Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
☒ C Original Agreement	Police Randy Latimer	Crossroads Software, Inc. Agreement No. 7105-15-PO	Investigative Data Base Crossroads Software, Inc. offers an electronic traffic collision and traffic data analysis program that will benefit the police department at no cost. This program will provide for improved police department efficiency and the proper allocation of city resources to appropriately address collisions in the City of Oxnard. Crossroads Software Inc. partners with LexisNexis and approached the police department to propose the project. Crossroads Software Inc. was chosen due to its reputation and the unique service benefits it offers to the police department and our community. The police department previously used the same software and was pleased with its performance. This agreement is a 5-year agreement. Agreements over 3 years require Council approval. Total Contract Amount: \$0 FundingSource: No Cost 385-7847	\$0
☒ D Original Agreement	Police Randy Latimer	Carfax Agreement No. 7106-15-PO	Investigative Data Base In exchange for traffic collision data, the Oxnard Police Department will have access to unlimited Carfax vehicle history reports and Carfax's investigative tools which include a VIN Alert application and an information database. These tools will assist investigators with investigative leads as well as the identification of stolen vehicles. There was no selection process due to it being an exclusive agreement with Carfax. This is the only company that provides this type of service with these specific investigative tools. This agreement is a 5-year agreement. Agreements over 3 years require Council approval. Total Contract Amount: \$0 FundingSource: No Cost 797-6106	\$0
☒ E Amendment	Development Services Chris Williamson	Rincon Consultants Agreement No. 5287-10-DS	Preparation of the Teal Club Specific Plan EIR Fourth amendment for preparation of the Teal Club Specific Plan Draft EIR reflecting additional scope and costs related to drought and water supply analyses and findings. The Draft EIR will be released for its initial public review in July, followed by preparation of a Final EIR which will require another amendment based on the number and type of EIR comments. Total Contract Amount: \$226,114 FundingSource: Developer deposit for consultant and City staff expenses 385-8156	\$20,461

ATTACHMENT
PAGE 2 OF 3

City Manager Contract List for 07/14/2015

Item Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
F	Purchase Order Utilities Daniel Rydberg	Calleguas Municipal Water District Purchase Order No. Check #320106	Surge Analysis Test - Salinity Management Pipeline A surge analysis test is required prior to Calleguas allowing the City to use the Salinity Management Pipeline to transport recycled water to agricultural customers. Calleguas solicited proposals for the work and selected Northwest Hydraulic Consultants to perform the surge analysis. There was a requirement by Calleguas to provide a deposit check by June 19, 2015, prior to initiating the test. This is a request for the City Council to ratify the action taken by the City Manager in approving the check request. Total Contract Amount: \$30,300 FundingSource: Water Bond Proceeds	\$30,300
G	Task Order Public Works/CPM Lou Balderrama	Stantec Consulting Services Agreement No. 6856-14-CM	General On-Call Engineering Services Biological and planning services for the Hueneme Road Widening Project as required by the Army Corps of Engineers Permit. Agreement No. 6856-14-CM is an on-call engineering agreement approved by City Council on September 9, 2014 in an amount not to exceed \$750,000. The contract amount is unchanged. Task orders over \$25,000 must be approved by Council. This task order does not change the total contract amount. Total Contract Amount: \$750,000 FundingSource: Federal & State Grant Funds	\$38,462



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

Prepared By: Jason M. Samonte Agenda Item No. I-3

Reviewed By: City Manager [Signature] City Attorney [Signature] Finance [Signature] Development Services Director

DATE: June 23, 2015

TO: City Council

FROM: Ashley Golden, Interim Development Services Director
Development Services Department [Signature]

SUBJECT: Cooperative Agreement with the California Transportation Department
(CALTRANS)

RECOMMENDATION

That City Council approve a Cooperative Agreement with CALTRANS for the development of a project initiation document (PID) that will result in improvements at the Fifth Street (State Route 34) and Rice Avenue intersection within the State Highway System (SHS) and authorize the City Manager to execute the same.

DISCUSSION

The City is currently contemplating improvements identified in the 2030 General Plan to the Fifth Street (State Route 34) and Rice Avenue intersection. As an initial step, the City has to obtain CALTRANS' review of a project initiation document (PID). California Government Code section 65086.5 mandates that CALTRANS review and approve all PIDs developed by entities other than CALTRANS. While CALTRANS has a legal obligation to review a PID, the Legislature has not appropriated funds for these reviews. Therefore, CALTRANS requires that local agencies cover the costs of CALTRANS' review and enter into a cooperative agreement to set forth the parties' obligations with respect to a locally-submitted PID.

FINANCIAL IMPACT

The cost of the Cooperative Agreement is \$55,000. Grant funds are available in Account No. 275-3109-826-8209 Project No. 133101. Required matching funds of 12%, or \$6,600 are available from Circulation System Improvement Fees in account 354-3109-826.82-09 Project No. 133101.

JMS/jms

Attachment 1 - Cooperative Agreement with CALTRANS

COOPERATIVE AGREEMENT

Project Study Report – Project Development Support (PSR-PDS)

This Agreement, effective on July 1, 2015, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and City of Oxnard, a municipal corporation of the State of California, referred to hereinafter as CITY.

RECITALS

1. PARTNERS are authorized to enter into a cooperative agreement for improvements to the state highway system (SHS) per California Streets and Highways Code sections 114 and 130, Government Code section 65086.5.
2. CITY desires that a project initiation document (PID) be developed for *improvements to State Route 34 (SR-34) and Rice Avenue intersection* within the SHS, referred to herein as PROJECT.
3. PARTNERS acknowledge that this Agreement is to complete a Project Study Report-Project Development Support (PSR-PDS) PID.
4. California Government Code section 65086.5 mandates that CALTRANS review and approve all PIDs developed by entities other than CALTRANS.
5. CITY is willing to develop the PID and is willing to fund one hundred percent (100%) of the PID's costs and fees, including costs to reimburse CALTRANS. If, in the future, CALTRANS is allocated state funds and Personnel Years (PYs) for PID review of this PROJECT, CALTRANS will agree to amend this Agreement to change the reimbursement arrangement for PID review.
6. CALTRANS will review and approve the PID prepared by CITY; will provide relevant proprietary information in the form of existing data dumps, spreadsheets, and maps, will actively participate in the project delivery team (PDT) meetings, and will complete any work elements identified in the SCOPE SUMMARY of this Agreement. All CALTRANS' activities will be done as reimbursed work.
7. PARTNERS hereby set forth the terms, covenants, and conditions of this Agreement, under which they will complete the PID.

ROLES AND RESPONSIBILITIES

8. CITY will prepare a PID for PROJECT at its sole cost and expense and at no cost to CALTRANS. The PID shall be signed on behalf of CITY by a Civil Engineer registered in the State of California.

9. CALTRANS will complete the work elements that are assigned to it on the SCOPE SUMMARY which is attached to and made a part of this Agreement. CITY will complete the work elements assigned to it on the SCOPE SUMMARY. Work elements marked with "N/A" on the SCOPE SUMMARY are not included within this Agreement. Work elements are outlined in the *Workplan Standards Guide for the Delivery of Capital Projects* available at www.dot.ca.gov/hq/projmgmt/guidance.htm.
10. The PID shall be prepared in accordance with all State and Federal laws, regulations, policies, procedures, and standards that CALTRANS would normally follow if CALTRANS was to prepare the PID.
11. CALTRANS will complete a review of the draft PID and provide its comments to CITY within sixty (60) calendar days from the date CALTRANS received the draft PID from CITY. CITY will address the comments provided by CALTRANS. If any interim reviews are requested of CALTRANS by CITY, CALTRANS will complete those reviews within thirty (30) calendar days from the date CALTRANS received the draft PID from CITY.
12. After CITY revises the PID to address all of CALTRANS' comments and submits a revised draft PID and all related attachments and appendices, CALTRANS will complete its review and final determination of the revised draft PID within thirty (30) calendar days from the date CALTRANS received the revised draft PID from CITY. Should CALTRANS require supporting data necessary to defend facts or claims cited in the revised draft PID, CITY will provide all available supporting data in a reasonable time so that CALTRANS may conclude its review. The thirty (30) day CALTRANS review period will be stalled during that time and will continue to run after CITY provides the required data.
13. CALTRANS will perform its review and approval in accordance with the provisions of the current Project Development Procedures Manual. CALTRANS' review and approval will consist of performing independent quality assurance (IQA) to verify that quality control/quality assurance (QC/QA) meets department standards and determination that the work is acceptable for the next project component. However, CALTRANS' review and approval does not involve any work necessary to actually develop or complete the PID. No liability will be assignable to CALTRANS, its officers and employees by CITY under the terms of this Agreement or by third parties by reason of CALTRANS' review and approval of the PID.
14. PID preparation, except as set forth in this Agreement, is to be performed by CITY. Should CITY request CALTRANS to perform any portion of PID preparation work, except as otherwise set forth in this Agreement, CITY shall first agree to reimburse CALTRANS for such work and PARTNERS will amend this Agreement.

INVOICE AND PAYMENT

15. CITY agrees to pay CALTRANS, an amount not to exceed \$55,000.
16. CALTRANS will draw from any CALTRANS administered state and/or federal funds that CITY has committed to CALTRANS for this PROJECT.

ATTACHMENT # 1

PAGE 2 OF 9 Page 2 of 9

17. The cost of any engineering support performed by CALTRANS, when allowed, will be charged according to current law.

GENERAL CONDITIONS

18. Per Chapter 603, amending item 2660-001-0042 of Section 2.00 of the State Budget Act of 2015, the cost of any engineering services performed by CALTRANS towards any local government agency-sponsored PID project will only include direct costs. Indirect or overhead costs will not be applied during the development of the PID document.
19. If HM-1 or HM-2 is found within the PROJECT limits, CITY will immediately notify CALTRANS.
20. CITY, independent of PROJECT, is responsible for any HM-1 found within PROJECT limits and outside the existing SHS right of way. CITY will undertake or cause to be undertaken HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule. CITY, independent of PROJECT, will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within PROJECT limits and outside of the existing SHS right-of-way.
21. PARTNERS agree to consider alternatives to PROJECT scope and/or alignment, to the extent practicable, in an effort to avoid any known hazardous materials within the proposed PROJECT limits.
22. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
23. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within the existing SHS right of way. CALTRANS will undertake, or cause to be undertaken, HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule. CALTRANS will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right of way. CALTRANS, independent of PROJECT, will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right-of-way.
24. CALTRANS' obligations under this Agreement are subject to the appropriations of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
25. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this Agreement. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability

ATTACHMENT # 1

PAGE 3 OF 9

occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this Agreement.

26. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this Agreement. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under this Agreement.
27. If work is done under contract (not completed by CITY's own employees) and is governed by the California Labor Code's definitions of a "public works" (section 1720(a)), CITY will conform to sections 1720-1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of Industrial Relations.
28. This Agreement is intended to be PARTNERS' final expression and supersedes all prior oral understanding pertaining to PROJECT.
29. This Agreement will terminate one hundred eighty (180) days after PID is signed by PARTNERS or as mutually agreed by PARTNERS in writing. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual agreement.

DEFINITIONS

HM-1 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by PROJECT or not.

HM-2 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by PROJECT.

HM MANAGEMENT ACTIVITIES – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

PARTNER – Any individual signatory party to this Agreement.

PARTNERS – The term that collectively references all of the signatory agencies to this Agreement. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one PARTNER's individual actions legally bind the other parties.

SCOPE SUMMARY – The attachment in which each PARTNER designates its responsibility for the completion of specific work elements as outlined by the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

CONTACT INFORMATION

The information provided below indicates the primary contact information for each PARTNER to this Agreement. PARTNERS will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this Agreement.

The primary Agreement contact person for CALTRANS is:

Reza Fateh, Project Manager
100 South Main Street
Los Angeles, CA 90012

Office Phone: (213) 897-8316

Email: reza.fateh@dot.ca.gov

The primary Agreement contact person for CITY is:

Jason M. Samonte, City Traffic Engineer
214 South C Street, Office 309
Oxnard, CA 93030

Office Phone: (805) 385-7872

Email: jason.samonte@ci.oxnard.ca.us

ATTACHMENT # 1

PAGE 6 OF 9

SIGNATURES

PARTNERS declare that:

1. Each PARTNER is an authorized legal entity under California state law.
2. Each PARTNER has the authority to enter into this Agreement.
3. The people signing this Agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Carrie L. Bowen
District Director

Certified as to funds:

By: _____
Paul Kwong
District Budget Manager

CITY OF OXNARD

By: _____
Greg Nyhoff
City Manager

Attest:

By: _____
Daniel Martinez
City Clerk

Approved as to form and procedure:

By:  _____
Stephen M. Fischer
Interim City Attorney

ATTACHMENT 1
PAGE 7 OF 9

SCOPE SUMMARY

WORK ELEMENT	CALTRANS	CITY	N/A
0.100.05.05.xx - Quality Management Plan			X
0.100.05.10.xx - Cooperative Agreement for PA&ED Phase			X
0.100.05.10.xx - Independent Quality Assurance (IQA)	X		
0.100.05.10.xx - Project Development Team Meetings	X	X	
1.150.05.05 - Review of Existing Reports Studies and Mapping		X	
1.150.05.10 - Geological Hazards Review		X	
1.150.05.15 - Utility Search		X	
1.150.05.20 - Environmental Constraints Identification		X	
1.150.05.25 - Traffic Forecasts/Modeling		X	
1.150.05.30 - Surveys and Maps for PID		X	
1.150.05.35 - Problem Definition		X	
1.150.05.45 - As-Built Centerline and Existing Right of Way	X	X	
1.150.10.05 - Public/Local Agency Input		X	
1.150.15.05 - Right of Way Data Sheets		X	
1.150.15.10 - Utility Relocation Requirements Assessment		X	
1.150.15.15 - Railroad Involvement Determination		X	
1.150.15.25 - Preliminary Materials Report		X	
1.150.15.35 - Multimodal Review		X	
1.150.15.40 - Hydraulic Review		X	
1.150.15.50 - Traffic Studies		X	
1.150.15.55 - Construction Estimates		X	
1.150.20.05 - Initial Noise Study		X	
1.150.20.10 - Hazardous Waste Initial Site Assessment		X	
1.150.20.15 - Scenic Resource and Landscape Architecture Review		X	
1.150.20.30 - Initial Records and Literature Search for Cultural Resources		X	
1.150.20.50 - Initial Water Quality Studies		X	
1.150.20.60 - Preliminary Environmental Analysis Report Preparation		X	
1.150.20.65 - Initial Paleontology Study		X	

ATTACHMENT # 1

WORK ELEMENT	CALTRANS	CITY	N/A
1.150.25.05 - Draft PID		X	
1.150.25.20 - PID Circulation, Review, and Approval	X	X	
1.150.25.25 - Storm Water Data Report		X	
1.150.35 - Required Permits During PID Development		X	
1.150.40 - Permit Identification During PID Development		X	
1.150.45 - Base Maps and Plan Sheets for PID		X	



Meeting Date: 07/14/15

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

Prepared By: Brad Windsor, Assistant Fire Chief *SW*

Agenda Item No. I-4

Reviewed By: City Manager *JM*

City Attorney *PT*

Finance *mm*

Other (Specify) _____

DATE: June 24, 2015

TO: City Council

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

SUBJECT: Memorandum of Agreement with Oxnard Firefighters Foundation, Inc. and
Acceptance of Equipment in the Amount of \$25,000

RECOMMENDATION

That City Council adopt a resolution accepting a donation of a Rescue Water Craft and associated equipment and authorizing the Mayor to execute a Memorandum of Agreement with the Oxnard Firefighters Foundation, Inc. relating to the City's use of the same.

DISCUSSION

The Oxnard Firefighters Foundation, Inc. (OFF, Inc.) has requested the City of Oxnard to enter into a Memorandum of Agreement (MOA) with the OFF, Inc. for the purpose of the donation of a rescue water craft and associated equipment to the Oxnard Fire Department.

The OFF, Inc. was awarded a grant for the purchase of a rescue water craft and associated equipment. The amount of the grant is \$25,000.

The MOU transfers the rescue water craft and associated equipment to the Oxnard Fire Department. The Oxnard Fire Department will accept ownership of the equipment and all responsibilities and liabilities related to such ownership.

FINANCIAL IMPACT

This Agreement does not impact nor require a contribution from the General Fund.

Attachment No. 1 – Resolution

Attachment No. 2 - MOU

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
ACCEPTING A DONATION OF RESCUE WATER CRAFT AND
ASSOCIATED EQUIPMENT AND AUTHORIZING THE MAYOR TO
EXECUTE A MEMORANDUM OF AGREEMENT RELATING TO THE
CITY'S USE OF THE SAME

WHEREAS, the Oxnard Firefighters Foundation, Inc. (the "Foundation") has applied for and was awarded a grant for the purchase of rescue water craft and associated equipment (the "RWC") in the amount of \$25,000; and

WHEREAS, the Foundation wishes to donate the RWC to the City of Oxnard; and

WHEREAS, the City of Oxnard desires to accept ownership of the RWC and all responsibilities and liabilities related to such ownership.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to accept the RWC from the Foundation valued at \$25,000 and authorizes the Mayor to execute a Memorandum of Agreement with the Foundation relating to the City's use of the RWC.

PASSED AND ADOPTED THIS 14th day of July, 2015, by the following vote:

AYES:

NOES:

ABSENT:

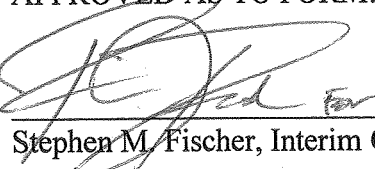
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

ATTACHMENT NO. 1
PAGE 1 OF 1

MEMORANDUM OF AGREEMENT FOR THE RECEIPT AND USE OF DONATED EQUIPMENT

THIS MEMORANDUM OF AGREEMENT FOR THE RECEIPT AND USE OF DONATED EQUIPMENT ("**Agreement**") by and between the City of Oxnard, a California municipal corporation ("**City**") and the Oxnard Firefighters Foundation, Inc., a California non-profit corporation ("**Donor**") is made and entered into as of July 1, 2015. City and Donor are sometimes individually referred to as "**Party**" and collectively as "**Parties**."

RECITALS

A. WHEREAS, Donor has applied for and has received a grant for the purchase of certain Equipment (defined below) in the amount of \$25,000.

B. WHEREAS, Donor has purchased the Equipment and wishes to donate the Equipment to the City.

C. WHEREAS, City desires to accept ownership of the Equipment and all responsibilities and liabilities related to such ownership subject to the terms of this Agreement

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. **Equipment.** Subject to the terms and conditions of this Agreement, Donor transfers all right, title and ownership of the equipment described in the attached **Exhibit A** (the "**Equipment**"), which is incorporated herein by this reference, to City for the use and enjoyment of City. Title to the Equipment will vest in City upon the Equipment's arrival at the Oxnard Fire Department. Promptly upon receipt of Equipment by City, Donor shall provide any and all documentation necessary to record the transfer of title in the Equipment.

2. **No Payment.** Donor and City agree that each party's performance of this Agreement constitutes full consideration and that City is not obligated to pay for the Equipment.

3. **Use of Equipment.** City may use the Equipment for any purpose it deems appropriate and there is no expectation or reversion of the Equipment to Donor under any circumstances whatsoever. Notwithstanding the foregoing, City shall ensure that all staff utilizing the Equipment are properly trained in the use of the Equipment by December 31, 2015 or as soon as is reasonably practical after City's receipt of the Equipment, whichever is later. City shall comply with all local, state and federal laws relating to the use of the Equipment.

4. **Maintenance.** City shall be responsible for all maintenance and repair of the Equipment.

ATTACHMENT NO. 2
PAGE 1 OF 5

5. **Transportation of Equipment.** Donor shall be responsible for transporting the Equipment to the Oxnard Fire Department.

6. **No Warranty.** City agrees and acknowledges that the Equipment is sold, conveyed, donated, or otherwise transferred "AS IS" without warranty of any kind, either express or implied, in fact or in law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Donor shall not be liable for any damages caused by City's receipt and/or use of the Equipment, including but not limited to, special, incidental, exemplary, indirect or consequential damages or for loss of profits, revenues or data, even if Donor has been advised of the possibility of such damages.

7. **Release of Liability.** By executing this Agreement, City expressly waives, exempts, releases and discharges Donor, its directors, officers and employees, to the fullest extent allowed by law, from any and all claims, demands and actions for injury, loss or damage, arising out of or in any way connected to City's receipt and/or use of the Equipment, whether or not caused by any act, omission, negligence, or other fault of Donor, its directors, officers and employees, or by any other cause.

8. **Successors and Assigns.** All the covenants and provisions of this Agreement shall be binding upon and inure to the benefit of successors, legal representatives and assigns of Donor and City to the same extent and effect as the same are binding upon and inure to the benefit of the parties hereto.

9. **Assignment.** City shall not assign or transfer (whether voluntary or involuntary) this Agreement in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed, without the prior written consent of Donor, which may not be unreasonably withheld. Any attempted act in violation of this Section shall be void and without effect and give Donor the right to immediately terminate this Agreement.

10. **Amendments and Modification.** This Agreement may be amended, modified or supplemented only by a written agreement signed by all of the parties hereto.

11. **Governing Law.** This Agreement shall be governed by the laws of the State of California.

12. **Venue.** Any legal action brought under this Agreement shall be instituted in the Superior Court of Ventura County, State of California, in an appropriate court in that county, or in the Federal District Court in the Central District of California.

13. **Attorneys' Fees.** In the event of a dispute between the parties with respect to the terms and conditions of this Agreement, the prevailing party shall be entitled to collect from the other its reasonable attorneys' fees as established by the judge or arbitrator presiding over such dispute.

14. **Severability.** If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

15. **Counterparts.** This Agreement may be executed in separate counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same agreement.

16. **Authority to Enter Agreement.** Each of the persons executing this Agreement on behalf of a party hereto warrants that: (i) such party is duly organized and existing; (ii) the signer is duly authorized to execute and deliver the Agreement on behalf of said party; (iii) by so executing this Agreement, such party is formally bound; and (iv) there is no litigation or legal proceeding that would prevent said party from entering into this Agreement.

17. **Effective Date.** This Agreement shall take effect immediately upon execution by the Donor.

18. **Entire Agreement.** This Agreement and the exhibits referenced or attached hereto constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all prior agreements, understandings and negotiations, both written and oral, between the parties with respect to the subject matter hereof. This Agreement is not intended to confer upon any person other than the parties hereto any rights and remedies hereunder.

[SIGNATURES ON FOLLOWING PAGE]

MEMORANDUM OF AGREEMENT FOR USE OF DONATED EQUIPMENT

CITY OF OXNARD

OXNARD FIREFIGHTERS FOUNDATION, INC.

Tim Flynn, Mayor

Alex Hamilton, Chief Financial Officer

APPROVED AS TO FORM

APPROVED AS TO INSURANCE

Stephen M. Fischer, Interim City Attorney

Risk Manager

APPROVED AS TO CONTENT

Jeri Williams, Interim Fire Chief

ATTACHMENT NO. 2
PAGE 4 OF 5

EXHIBIT A

DESCRIPTION OF DONATED EQUIPMENT

Rescue Water Craft (RWC)

Trailer

Sled

Rollez – beach wheels for getting the RWC into the water

Miscellaneous small items for RWC

ATTACHMENT NO. 2
PAGE 5 OF 5



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

Prepared By: Karl Lawson *KL* Agenda Item No. I-5Reviewed By: City Manager *JM* City Attorney *JOB* Finance *W* Other (Specify) _____**DATE:** July 7, 2015**TO:** City Council
FROM: Carrie Sabatini, Interim Director, Housing Department *C Sabatini*
 Kymberly Horner, Economic Development Director *Kymberly Horner*
SUBJECT: Approval of Memorandum of Agreement Relating to the Distribution of Surplus Funds resulting from Trustee's sale of property at 226 East Seventh Street.
RECOMMENDATION

That the City Council:

1. Approve a Memorandum of Agreement (A-7808) between the City and Cabrillo Economic Development Corporation regarding distribution of \$66,164.78 in surplus funds resulting from the Trustee's sale of 226 East Seventh Street;
2. Authorize a budget appropriation recognizing distribution of funds from the Trustee; and
3. Authorize and direct the Mayor to execute the Memorandum of Agreement and authorize the City Manager or his designee to execute any documents necessary to effectuate the distribution of funds.

DISCUSSION

In 2007, Cabrillo Economic Development Corporation (CEDC) constructed a low-income housing development on East Seventh Street known as Hacienda Guadalupe, consisting of 24 owner-occupied condominium units. The City and the former Community Development Commission (CDC) provided first-time homebuyer assistance to purchasers of units in the development, in the form of loans funded by the federal HOME program and the State of California BEGIN program. CEDC, as the developer, also provided direct assistance loans to purchasers. The units which received homebuyer assistance are subject to a resale restriction agreement (RRA) with a term of forty-five years from the date of purchase.

The units in Hacienda Guadalupe were sold at the height of the previous decade's real estate market. Following the onset of the recession in 2008, the resulting downturn in the housing market caused units to lose value, and many purchasers found themselves upside down. Three of the 24 units in the development have been foreclosed upon, and other purchasers are struggling to regain equity.

Two of the three foreclosures resulted in yield proceeds that were insufficient to allow the City/CDC to recoup any of the funds loaned to the purchasers. In contrast, the third unit that was foreclosed upon, located at 226 East Seventh Street, has resulted in a Trustee's sale with substantial proceeds. The proposed Memorandum of Agreement presented to Council provides for a distribution of those proceeds.

The purchaser of this unit, Mr. Carlos DeLira, received first-time homebuyer assistance loans from both the City/CDC (\$58,955.08) and from CEDC (\$23,076.91). In 2012, Mr. DeLira fell into delinquent status, ultimately defaulting. The primary mortgage lender initiated foreclosure proceedings. The property was sold at a Trustee's sale on August 15, 2014. The Trustee subsequently notified the City and the Successor Agency that, following payment to satisfy the primary mortgage lender's claim, surplus funds in the amount of \$89,241.69 remained available for distribution.

The proposed Memorandum of Agreement between the City and CEDC represents agreement among the parties for distribution of these surplus funds as follows:

CEDC Loan #1: Loan amount: \$19,230.76; proposed distribution \$19,230.76.

CEDC Loan #2: Loan amount: \$3,846.15; proposed distribution \$3,846.15.

City Loan: \$30,000.00; with interest: \$32,102.00; proposed distribution: \$30,801.08

City/CDC Loan: \$28,154.00; with interest: \$46,898.00; proposed distribution: \$35,363.70.

The \$30,000 loan (listed as City Loan above) represents first-time homebuyer assistance provided through a State of California BEGIN grant. The \$28,154 loan (listed as City/CDC Loan) consists of \$18,539 of federal HOME funds, plus \$9,615 from the CDC (now Successor Agency). These latter two loans allow for an interest penalty of 9.5% in the event of a borrower default. In accordance with the terms of those loans, all interest would have been forgiven at the end of the affordability period had there been no uncured defaults.

This proposed Memorandum of Agreement allows CEDC and the City/CDC to recoup the entire amount of principal loaned to the purchaser. In addition, the Memorandum of Agreement provides that the City and CDC will recover a portion of the accrued interest for loans made by those entities.

FINANCIAL IMPACT

Approval of the Memorandum of Agreement will reduce the City's exposure to potential claims from the State of California' BEGIN program. Similarly, approval of the Memorandum of Agreement, will allow the City to repay the recaptured principal to the local HOME trust fund, while eliminating the possibility that HUD will require the City to repay the HOME loan amount utilizing the City's General Fund or other non-federal funds. Of the \$66,164.78 payment to the City, \$30,801.08 will be recognized in BEGIN Project I51501, and \$35,363.70 will be recognized to CDC (Housing Set-Aside or Successor Agency).

KL/kl

Attachment #1 - Memorandum of Agreement Regarding Proposed Distribution of Surplus Funds

Attachment #2 - Budget Appropriation

PITE
DUNCAN
LLP

Arizona California Hawaii Idaho Nevada Oregon Texas Utah Washington

May 4, 2015

Re: **MEMORANDUM OF AGREEMENT REGARDING PROPOSED
DISTRIBUTION OF SURPLUS PROCEEDS**

Property Address: 226 East Seventh Street, Oxnard, CA 93030
Former Trustor: Carlos De Lira
Trustee Sale No.: 009881-CA
Date of the Sale: August 15, 2014
Pite Duncan File No.: 001395-000459

To: *City of Oxnard and Cabrillo Economic Development Corporation:*

As you know, our office represents Clear Recon Corp (hereinafter "Trustee") in relation to the surplus funds generated as a result of the foreclosure sale of the real property located at 226 East Seventh Street, Oxnard, CA 93030 (hereinafter "Subject Property"). Based upon the agreement between the City of Oxnard and/or the City of Oxnard Community Development Commission (collectively "City of Oxnard") and Cabrillo Economic Development Corporation ("Cabrillo"), regarding the order of priority for distribution of the surplus proceeds, Trustee proposes to distribute the surplus proceeds, in the total amount of **\$89,241.69**, as follows:

1. Cabrillo in the amount of **\$19,230.76** based upon its lien arising from Document No. 20070815-00160295-0 (Date/Time Stamp of 8/15/2007 08:00 AM);
2. City of Oxnard in the amount of **\$30,801.08** (\$30,000 + \$801.08 in interest) based upon its lien arising from Document No. 20070815-00160296-0 (Date/Time Stamp of 8/15/2007 08:00 AM);
3. City of Oxnard in the amount of loan of **\$35,363.70** (\$28,154.00 + \$7,209.70 in interest) based upon its lien arising from Document No. 20070815-00160297-0 (Date/Time Stamp of 8/15/2007 08:00 AM); and
4. Cabrillo in the amount of **\$3,846.15** based upon its lien arising from Document No. 20070815-00160291-0 (No Date/Time Stamp).

Accordingly, please confirm that the parties agree to distribution of the surplus proceeds as set forth above as the full and final distribution based upon the terms of the Affidavits of Claim for Surplus Funds, previously submitted to Trustee by the City of Oxnard and Cabrillo, respectively, by executing this memorandum and returning the same to our office.

SIGNATURES ON THE FOLLOWING PAGE

4375 Jutland Drive
P.O. Box 17933
San Diego, CA 92177-0933
(858) 750-7600
www.piteduncan.com

Attachment No. 1
Page 1 of 2

PITE
DUNCAN
LLP

2 | Page

CITY OF OXNARD

CABRILLO ECONOMIC DEVELOPMENT
CORPORATION

(signature)

BY: _____

ITS: _____

DATE: _____

(signature)

BY: _____

ITS: _____

DATE: _____

Ka Flock

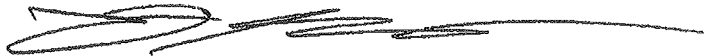
Karen Flock

Real Estate Development Director

7-6-15

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,



Drew A. Callahan

(619) 326-2406

dcallahan@piteduncan.com

APPROVED AS TO FORM:

for

Counsel



Meeting Date: 7 / 14 / 2015

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

Prepared By: Christopher Williamson, AICP *cw*Agenda Item No. K-2Reviewed By: City Manager *JM* City Attorney *BT* Finance *MHE* Other (Specify) _____

DATE: Jun3, 30, 2015

TO: City Council

FROM: *for* Ashley Golden *Chris Williamson*
Interim Development Services Director

SUBJECT: City Council Position Letter to the California Public Utilities Commission (CPUC), California Energy Commission (CEC), California Coastal Commission (CCC), Southern California Edison (SCE), and California Independent System Operation (ISO) Regarding the Oxnard NRG "Puente" Energy Facility Application.

RECOMMENDATION

That City Council:

1. Approve a position letter regarding the proposed NRG "Puente" Energy Facility Application.
2. Direct the City Manager to transmit the letter to the CPUC, CEC, CCC, SCE, and ISO.
3. Authorize Councilmember(s) to present the City's position at the CEC Public Hearing on July 15, 2015 and at subsequent hearings related to the NRG application process.

DISCUSSION

Over the past year, the City Council has taken several actions in response to the NRG "Puente" power plant proposal for a new 262 MW generating facility with a 188 foot exhaust stack to be located immediately adjacent to the existing NRG Mandalay Generating Station which NRG does not propose to remove once it is decommissioned in late 2020.

1. On July 1, 2014, Council adopted a 45-day urgency interim ordinance prohibiting the expansion of existing, or development of new, energy facilities within the coastal zone pending studies and changes in the local coastal program and zoning ordinances and other land use regulations. On July 29, 2014, the moratorium was extended to June 30, 2015.
2. On December 23, 2014, Council authorized the Mayor to execute a Protest to CPUC Application No. A.14-11-016 on behalf of the City. The City then submitted expert testimony that questioned the reliability of the proposed NRG facility because of its exposure to current and future coastal storm, erosion, and tsunami hazards.

3. On June 22, 2015, the City filed a Petition to Intervene in the CEC Application for Certification (AFC) process and will be requesting and presenting information related to the environmental impacts of the NRG facility on wetlands, endangered species habitats, aesthetics, and tourism.
4. At its May 19, 2015 meeting, City Council members voted unanimously to extend the previously approved moratorium for a second year, directed the City Manager to discuss with NRG and State agencies how to remove both the Ormond Beach and the Mandalay Once-Through-Cooling (OTC) Generating Stations.

Over the coming months, the CPUC and the CEC will conduct local public hearings to provide the public the opportunity to ask questions and provide input on the proposed NRG project. The CPUC local hearing is scheduled for July 15, 2015, and the CEC local meeting is scheduled for August 27, 2015. The proposed Council position letter (Attachment 1), once adopted, would be presented at both meetings by a Council member and/or the City Manager or designee. In addition, with advice from the City's expert counsel, the position letter may be sent to the CCC, SCE, and the ISO. This approval includes changing the addressee and updating the list of Council actions to include the presentation of this position letter at the July 15, 2015 CPUC public hearing in subsequent transmittals.

CEQA Applicability – Adoption of this position letter is not considered a project within the meaning of Public Resources Code Section 21065 and Section 15378 of the State CEQA Guidelines because it does not have the potential to result in a direct or reasonably foreseeable indirect physical change in the environment.

FINANCIAL IMPACT

There is no financial impact from adopting the position letter.

CW/SMF

Attachment #1 - Council Position Letter

Tim Flynn
Mayor

300 West Third Street
Oxnard, CA 93030
(805) 385-7430
Fax (805) 385-7595
www.ci.oxnard.ca.us



July 9, 2015

Commissioner Mike Florio
California Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102

**RE: Oxnard City Council Position Regarding the NRG Power Plant Proposal
(Application No. A.14-11-016, Southern California Edison RFO for the
Moorpark Sub-Area (U-338-E))**

Hon. Commissioner Florio:

The City provides these comments to document its concerns regarding Southern California Edison's proposal to purchase power from the NRG "Puente" plant, a proposed 262 MW generation facility to be located immediately adjacent to the existing NRG Mandalay Generating Station (MGS). Both the existing and proposed facilities are located about 600 feet from the State Trust Land mean high tide line boundary. The new plant will have a 188-foot exhaust stack which would be nearly as tall as the nearby MGS 203-foot stack. NRG does not propose to remove the MGS Once-Through-Cooling (OTC) facility or its stack after it is decommissioned in late 2020. Over the past year, the City Council (Council) of the City of Oxnard (City) has taken several actions to implement the Coastal Act and Coastal Commission Sea-Level Rise (SLR) Guidance, and to protect the Oxnard and Ventura County community from the impacts of building additional energy-generating facilities on Oxnard's coastline, including the following:

1. On July 1, 2014, Council adopted a 45-day urgency interim ordinance prohibiting the expansion of existing, or development of new, energy facilities within the coastal zone pending the City's completion of studies and updates to the local coastal program, zoning ordinances, and other land use regulations. On July 29, 2014, the moratorium was extended to June 30, 2015.
2. On December 23, 2014, Council authorized the Mayor to execute a Protest to CPUC Application No. A.14-11-016 on behalf of the City. The City then submitted expert testimony that questioned the reliability of the proposed NRG facility because of its exposure to current and future coastal storm, erosion, and tsunami hazards.
3. On June 22, 2015, the City filed a Petition to Intervene in the CEC Application for Certification (AFC) process and will request and present information related to the environmental impacts of the NRG facility on wetlands, endangered species habitats, air quality, aesthetics, and tourism.

4. At its May 19, 2015 meeting, City Council members voted unanimously to extend the previously approved moratorium for a second year and directed the City Manager to discuss with NRG and State agencies how to remove both the Ormond Beach and the Mandalay OTC Generating Stations.

As you will soon receive briefs from NRG and the other Intervening Parties that you will rely on to determine the Commission's decision, please give deference to the City and its 206,000 residents and the over 400,000 people who live and work in West Ventura County who have lived with the behemoth beachfront MGS for over 50 years. The CPUC should first ensure that the RFO process resulted in an adequate choice of preferred resources that would minimize all of the impacts of providing additional generating capacity. However, if additional conventional gas fired energy resources are required, the Council prefers an inland site that would reduce impacts to the coastal zone. If the CPUC does not, or believes it cannot recommend an alternative location, the most prudent course for the CPUC would be to wait until the CEC completes its site-specific environmental review of this project. Such comprehensive review is necessary to assess the many reliability risks associated with the Puente project and to determine the extent to which those risks can be safely mitigated without creating significant adverse impacts to the environment. Such comprehensive review is also necessary to evaluate the especially the ruinous impact of a second tall exhaust stack in the middle of a pristine beach surrounded by McGrath State Beach.

Finally, if the CPUC does act now, the City urges it to consider the whole of the project before approving the RFO and the Resource Adequacy and Purchase Agreement ("RAPA") for the Puente project. At each step in the process to date, no entity has fully considered the effects of its actions. Instead, the ISO, SCE, and NRG have all acted independently, with each of them making decisions that may make sense within their own independent areas of interest, but which do not consider the broader implications of the project. We ask that the CPUC not perpetuate this process by approving the Puente project before it has undergone a complete assessment of its reliability and vulnerability to environmental hazards as well as its other environmental impacts. If the CPUC does not believe it is the appropriate entity to conduct this analysis, it should defer approval of the RFO and RAPA for the Puente project until after the CEC has acted.

Sincerely,

Tim Flynn, Mayor

- C. President Michael Picker, CPUC
Chair Robert Weisenmiller, PhD, CEC
Chair Steve Kinsey, Coastal Commission
President Pedro Pizarro, SCE
President and CEO Stephen Berberich, CalISO
President and CEO David Crane, NRG Energy



Meeting Date: 7/14/15

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

Prepared By: Rob Silverstein *RS*Agenda Item No. K-3Reviewed By: City Manager *JM*City Attorney *SMF*Finance *mm*

Police Chief

DATE: June 30, 2015**TO:** City Council**FROM:** Jeri Williams, Chief of Police *JW*
Police Department**SUBJECT:** "Community Cats" presentation on strategies for reducing feral cats in Oxnard**RECOMMENDATION**

That City Council receive a report entitled "Community Cats" from Jon Cicerelli, Director of San Jose Animal Care focusing on strategies to reduce the numbers of feral cats in Oxnard and thereby limit the intake of cats to the Ventura County Animal Shelter.

DISCUSSION

On June 2, 2015 Council approved an updated animal services agreement with the County of Ventura, replacing the existing agreement that has been in effect since 1989.

Staff recommended and City Council approved a number of strategies to reduce the intake of animals that come from the City of Oxnard to the shelter. One of the recommendations that Council approved was as follows:

- Implementing education and outreach campaigns to promote the importance of spay and neuter programs, and adopt a policy for the impounding of feral cats within the City (Trap, Neuter, and Release Program).

Tonight's presentation by Jon Cicerelli, Director of San Jose Animal Care will focus on specific strategies to reduce the numbers of feral cats in Oxnard and will be incorporated into an on-going public education and outreach program. City staff will continue to work closely with staff from VCAS on implementing on-going "best practices" for animal safety and control.

Staff intends to return to Council on September 1, 2015 for the first reading of the spay and neuter ordinance, and also increasing the licensing fees for unaltered animals residing within the City limits from \$50 to \$75 per year.

“Community Cats” presentation with County of Ventura
July 14, 2015
Page 2

FINANCIAL IMPACT

There is no financial impact at this time.



Meeting Date: 07/14/2015

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. L-1Reviewed By: City Manager YM City Attorney JAD Finance MW Other (Specify) _____

DATE: June 30, 2015

TO: City Council

FROM: Martin Erickson, Deputy City Manager SUBJECT: **Third Amendment to Agreement for Trade Services with Select Staffing for Contract Labor Services at the Del Norte Regional Recycling and Transfer Station (Agreement No. A-7632)**

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a Third Amendment to Agreement for Trade Services with Select Staffing to increase the amount by \$375,000 to a not to exceed amount of \$2,775,000 for contract labor services at the Del Norte Regional Recycling and Transfer Station (Del Norte Facility).

DISCUSSION

The City of Oxnard Environmental Resources Division has been operating Del Norte since February 1, 2014. On October 1, 2013 the City Council approved the Del Norte Facility Business and Transition Plan that authorized a staffing plan to address operational requirements and to protect the health and safety of employees and the public. On October 15, 2013 the City Council approved Resolution No. 14,343 amending Resolution No. 14,427 authorizing regular full-time positions and the creation of 34 new full-time positions required to operate the Del Norte Facility.

Given the aggressive timeline to begin City operations at the Del Norte Facility, staff issued an RFP on October 21, 2013 to firms that provide contract labor service until the new, permanent full-time positions were recruited by Human Resources (HR). After reviewing the proposals, staff determined that Select Staffing was the most qualified firm to provide contract labor services at Del Norte. On January 7, 2014, the City Council approved Agreement No. A-7632 with Select Staffing to provide contract labor service over a two-year term, with an amount not to exceed \$1,600,000. On October 7, 2014, a First Amendment was approved by City Council adding \$400,000 to the contract value. On May 5, 2015 a Second Amendment was approved by City Council for additional value of \$400,000. The proposed Third Amendment adds \$375,000 to the contract value for an overall total not-to-exceed \$2,775,000.

Most of the initial contract labor positions with Select Staffing have been converted to Limited Benefit Employees (LBEs). There are full time positions currently in active recruitment, however until this is finalized, the need for temporary contract labor will exist. The Environmental Resources Division and Human Resources Department is working together to convert the remaining Select Staffing temporary

Subject: Third Amendment to Agreement for Trade Services with Select Staffing for Contract Labor Services at the Del Norte Regional Recycling and Transfer Station (Agreement No. A-7632)

June 30, 2015

Page 2 of 2

employees to Limited Benefit Employees (LBEs). This process will be completed by the ending term of the Agreement with Select Staffing on December 11, 2015. Once this task is completed, staff will no longer use Select Staffing for temporary labor at Del Norte. Vacancies will be filled by the Human Resources Department through a formal process.

This temporary arrangement addresses existing, funded vacancies and is not an addition of positions above the essential operational requirements of the Division. The positions being covered by Select Staffing employees are budgeted for and this Council action will not affect the annual savings of \$2 million realized since the City has taken over operation of Del Norte.

FINANCIAL IMPACT

The proposed Third Amendment with Select Staffing increases the value of Agreement No. A-7632 by \$375,000 to an amount not to exceed \$2,775,000 over a two-year term and is budgeted in the Environmental Resources Fund. On March 24, 2015, Council received the first annual financial report for the operation of the Del Norte Facility indicating a savings of \$2 million per year compared to the previous contracted operator. Council action on this item will not affect the projected savings in the next year as the full time positions occupied by these Select Staffing employees are budgeted.

Attachment #1 Third Amendment to Agreement No. A-7632

THIRD AMENDMENT TO AGREEMENT FOR TRADE SERVICES

This Third Amendment ("Third Amendment") to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 14th day of July, 2015, by and between the City of Oxnard, a municipal corporation ("City"), and Koosharem LLC and its subsidiaries dba Select Staffing ("Vendor"). This Third Amendment amends the Agreement entered into on December 11, 2013, by City and Vendor. The Agreement previously has been amended on October 7, 2014 by a First Amendment and on May 5, 2015 by a Second Amendment.

City and Vendor agree as follows:

1. In Section 4 of the Agreement, the figure "\$2,400,000" is deleted and replaced with the figure "\$2,775,000."
2. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

VENDOR

Tim Flynn, Mayor

Oscar Heredia, Area Manager
Select Staffing

ATTEST:

APPROVED AS TO INSURANCE:

Daniel Martinez, City Clerk

Risk Manager

APPROVED AS TO FORM:

APPROVED AS TO AMOUNT:

Stephen M. Fischer, Acting City Attorney

Greg Nyhoff, City Manager

APPROVED AS TO CONTENT:

Todd Vasquez-Housley
Environmental Resources / MRF Manager



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

Prepared By: Jason M. Samonte Agenda Item No. L-2

Reviewed By: City Manager _____ City Attorney RT Finance MM Development Services Director _____

DATE: June 18, 2015

TO: City Council

FROM: Ashley Golden, Interim Development Services Director
Development Services Department

SUBJECT: Sixth Amendment to Agreement No. 5217-10-DS with Iteris, Inc.

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a Sixth Amendment to Agreement for Engineering Consulting Services with Iteris, Inc. to increase the amount by \$146,779 to a not to exceed amount of \$2,808,358 for design, construction support, and integration services connecting the Wastewater Division Supervisory Control and Data Acquisition (SCADA) system to the City's fiber optic backbone as part of the Intelligent Transportation System (ITS) Master Plan project.

DISCUSSION

The City Council approved Agreement No. 5217-10-DS on November 1, 2010. The scope of work in the original agreement included the preparation of engineering plans and construction integration for the ITS. Construction integration includes procurement of equipment, oversight of construction, and integration of equipment. The cost of the original agreement was \$751,275 for the preparation of engineering plans due to the fact that construction integration estimates rely on the final and approved engineering plans. The first amendment extended the term of the agreement to June 30, 2012. The second amendment added services related to construction integration for the ITS and increased the cost of the agreement to \$2,125,942. The third amendment increased the cost of the agreement to \$2,490,644 and amended the scope to include construction integration for the City's Information Systems division and the Police Department's Information Technology division, which allowed access to the gigabit Ethernet network by installing connections to the fiber optic backbone. The fourth amendment incorporated the design and integration of Oxnard Boulevard to the existing scope of work and increased the cost of the agreement to \$2,616,633. The fifth amendment provided additional design, hardware, and integration services for Oxnard Boulevard, at a cost of \$44,946.

The Sixth Amendment will cover the design, construction support and integration cost for connecting the Wastewater Division Supervisory Control and Data Acquisition (SCADA) system to the City's fiber optic backbone. Design will also include connections to the Carnegie Building and the Housing

Sixth Amendment to Agreement No. 5217-10-DS with Iteris Inc.

July 14, 2015

Page 2

Department. These connections will involve modifications to the traffic signal interconnection. The cost for these services is \$146,779, which increases the cost of the agreement to \$2,808,358.

The Wastewater Division's SCADA system currently resides on a frame relay set up which is operated by Verizon. Verizon has informed the City that the frame relay system will be discontinued due to its outdated technology. Migration of the SCADA system to the fiber optic backbone will relieve the City of having to pay Verizon for use of Verizon fiber optic lines.

FINANCIAL IMPACT

The cost of the sixth amendment is \$146,779, which increases the total cost of the agreement to \$2,808,358. The amendment will be paid using Wastewater Division funds, Account No. 621-6690-821.86-06, Project 116003, Information Systems Division funds, Account No. 731-7364-892-8610, Project 147301, and Traffic Engineering Division funds, Account No. 354-3109-826.82-09, Project 093108

JMS/jms

Attachment 1 - Sixth Amendment to Agreement No. 5217-10-DS with Iteris, Inc.

SIXTH AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This Sixth Amendment ("Sixth Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 4th day of June, 2015, by and between the City of Oxnard, a municipal corporation ("City"), and Iteris, Inc. ("Consultant"). This Sixth Amendment amends the Agreement entered into on November 1, 2010, by City and Consultant. The Agreement previously has been amended on May 31, 2011 by a First Amendment, on March 12, 2012 by a Second Amendment, on April 30, 2012 by a Third Amendment, on August 15, 2012 by a Fourth Amendment, and on October 29, 2013 by a Fifth Amendment.

City and Consultant agree as follows:

1. Effective June 4, 2015, Section 1 of the Agreement, Scope of Services, is amended to include the services set forth in Exhibit A3, attached hereto and incorporated in full herein by this reference.
2. In section 12 of the Agreement, Term of Agreement, the date "December 1, 2015" is replaced by the date "December 1, 2016".
3. Subsection a of section 14 of the Agreement is amended as follows:
 - a. The figure "2,661,579" is replaced by the figure "2,808,358".
 - b. Exhibit C is supplemented by Exhibit C4, attached hereto and incorporated herein by this reference.
4. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD:

Tim Flynn, Mayor

ITERIS, INC.

Scott Carlson, Vice President
Western Region

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO INSURANCE:

Risk Manager

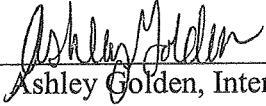
APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

APPROVED AS TO CONTENT:



Ashley Golden, Interim Development Services
Director

APPROVED AS TO CONTENT



Soher Abdel-Malik, Project Manager
Associate Traffic Design Engineer

EXHIBIT A3 SCOPE OF SERVICES

Consultant will provide additional design work to connect eleven (11) Wastewater Lift Stations, the Housing Department building, and the Carnegie Museum, as part of the Oxnard ITS Master Plan project, as requested by the City's Wastewater Department and IT Department. The additional design will be incorporated into Consultant's Design in accordance with Consultant's contractual scope of work requirements.

The additional work includes the following tasks:

- Task 6 Construction Management Support
 - Task 6.6.1: Wastewater SCADA Field Work - \$15,700
 - Task 6.6.2: Wastewater SCADA Design - \$26,240
 - Task 6.6.3: Wastewater SCADA Equipment Procurement - \$14,450
 - Task 6.7.1: IT Facilities Field Work - \$3,080
 - Task 6.7.2: IT Facilities Design - \$4,630
 - Task 6.8.1: Traffic Field Work - \$18,890
 - Task 6.8.2: Traffic Design - \$36,260
 - Task 6.8.3: Traffic Integration - \$10,020
 - Task 6.8.4: Traffic Equipment Procurement - \$13,509
- ODC's (Travel, Expenses, etc.) - \$4,000

The additional design includes the following:

Traffic Department (Includes design, integration and hardware procurement):

- Gonzales Road between Victoria Avenue and Ventura Road
 - 6 signals connected
 - ~8,250' of new fiber in existing conduit
- Harbor Boulevard between Wooley Road and Channel Islands Boulevard
 - 2 signals connected
 - ~6,000' of new fiber in new conduit
- Patterson Road between Wooley Road and Hemlock Street
 - 1 signals connected
 - ~3,400' of new fiber in new conduit
- Ventura Road between Vineyard Avenue and Holly Street
 - 1 signals connected
 - ~1,300' of new fiber in existing conduit

EXHIBIT C4 COMPENSATION

ADDENDUM - OXNARD ITS MASTER PLAN PROJECT									
TASK		Staff						HOURS	COST
		Scott Carlson, P.E. Project Manager	Paul Frislie Design Lead	Braulio Ramirez Project Engineer	Stuart Hunter Project Engineer	Chris Curd Project Engineer	Admin Staff		
Task 6	Construction Management Support	36	154	258	104	330	14	896	\$142,779
Task 6.6.1	Wastewater SCADA - Field Work/Prelim Design	4	24	40	12	40	2	122	\$15,700
Task 6.6.2	Wastewater SCADA - Detailed Design	8	32	60	24	80	2	206	\$26,240
Task 6.6.3	Wastewater SCADA - Equipment Procurement			No Hours/Hardware Only				0	\$14,450
Task 6.7.1	IT Facilities - Field Work/Prelim Design	2	4	6	2	8	1	23	\$3,080
Task 6.7.2	IT Facilities - Detailed Design	2	8	8	6	10	1	35	\$4,630
Task 6.8.1	Traffic - Field Work/Prelim Design	6	20	40	20	60	4	150	\$18,890
Task 6.8.2	Traffic - Detailed Design	10	50	80	40	100	4	284	\$36,260
Task 6.8.3	Traffic - Integration	4	16	24	0	32		76	\$10,020
Task 6.8.4	Traffic - Equipment Procurement			No Hours/Hardware Only				0	\$13,509
	Total Hours Labor	36	154	258	104	330	14	896	
								Total Labor	\$142,779
								ODCs (Travel, expenpenses,etc.)	\$4,000
								Total Project Cost	\$146,779



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/16/2015

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

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

PRODUCER
Woodruff-Sawyer & Co.
50 California Street, Floor 12
San Francisco CA 94111

CONTACT NAME: Corinne Ford
PHONE (A/C, No, Ext): 415-391-2141 **FAX (A/C, No):** 415-989-9923
E-MAIL ADDRESS: cford@wsandco.com

INSURED
Iteris, Inc.
1700 Carnegie Avenue, Suite 100
Santa Ana CA 92705-5551

ITERINC-01

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Berkley National Insurance Company	38911 <i>At</i>
INSURER B:	Illinois Union Insurance Company	27960 <i>At</i>
INSURER C:	Zurich American Insurance Company	16535 <i>At</i>
INSURER D:	American Guarantee and Liability In	26247 <i>At</i>
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 2145222271

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BI Ded. None GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		CP0553288001	4/1/2015	4/1/2016	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	Y		CP0553288001	4/1/2015	4/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Owned/Hired Comp/Coll \$Ded's \$500
D	☐ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000			AUC55328801	4/1/2015	4/1/2016	EACH OCCURRENCE \$25,000,000 AGGREGATE \$ \$
A	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TWC700100813	4/1/2015	4/1/2016	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability Clamis Made Form Retro-Date 01/01/1991			G21656045012	4/1/2015	4/1/2016	Limit \$5,000,000/ Deductible \$20,000 Agg \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: All projects for City of Oxnard Reference No. 3825-06-PW / Agreement 5217-10-DS

City of Oxnard, its City Council, officers, employees and volunteers are included as additional insured and coverage is primary and non-contributory with respect general and auto liability per forms attached. General Liability carrier is licensed to do business in the State of California.

Waiver of Subrogation applies with respect Workers' Compensation per form attached.

CERTIFICATE HOLDER

Oxnard, City of
Attn: Risk Manager
300 W. 3rd Street, Suite 302
Oxnard CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Corinne Ford

© 1988-2014 ACORD CORPORATION. All rights reserved.

General Liability Supplemental Coverage Endorsement Technology



Policy No.	Eff. Date of Pol	Exp. Date of Pol	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
CP0553288001	04/01/2015	04/01/2016	04/01/2015	0329598	N/A	N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following changes apply to this Coverage Part. However, endorsements attached to this Coverage Part will supersede any provisions to the contrary in this General Liability Supplemental Coverage Endorsement.

A. Broadened Named Insured

1. The following is added to **Section II – Who Is An Insured**:

Any organization of yours, other than a partnership or joint venture, which is not shown in the Declarations, and over which you maintain an ownership interest of more than 50% of such organization as of the effective date of this Coverage Part, will qualify as a Named Insured. However, such organization will not qualify as a Named Insured under this provision if it:

- a. Is newly acquired or formed during the policy period;
- b. Is also an insured under another policy, other than a policy written to apply specifically in excess of this Coverage Part; or
- c. Would be an insured under another policy but for its termination or the exhaustion of its limits of insurance.

Each such organization remains qualified as a Named Insured only while you maintain an ownership interest of more than 50% in the organization during the policy period.

2. The last paragraph of Section II – Who Is An Insured does not apply to this provision to the extent that such paragraph would conflict with this provision.

B. Newly Acquired or Formed Organizations as Named Insureds

1. Paragraph 3. of Section II – Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain an ownership interest of more than 50% of such organization, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

U-GL-1369- B CW (04/13)
Page 1 of 12

Includes copyrighted material of Insurance Services Office, Inc., with its permission

An additional premium will apply in accordance with our rules and rates in effect on the date you acquired or formed the organization.

2. The last paragraph of Section II – Who Is An Insured does not apply to this provision to the extent that such paragraph would conflict with this provision.

C. Insured Status – Employees

Paragraph 2.a.(1) of Section II – Who Is An Insured is replaced by the following:

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

However:

Paragraphs (1)(a) and (1)(d) do not apply to your "employees" or "volunteer workers", who are not employed by you or volunteering for you as health care professionals, for "bodily injury" arising out of "Good Samaritan Acts" while the "employee" or "volunteer worker" is performing duties related to the conduct of your business.

"Good Samaritan Acts" mean any assistance of a medical nature rendered or provided in an emergency situation for which no remuneration is demanded or received.

Paragraphs (1)(a), (b) and (c) do not apply to any "employee" designated as a supervisor or higher in rank, with respect to "bodily injury" to co-"employees". As used in this provision, "employees" designated as a supervisor or higher in rank means only "employees" who are authorized by you to exercise direct or indirect supervision or control over "employees" or "volunteer workers" and the manner in which work is performed.

D. Additional Insureds – Lessees of Premises

1. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) who leases or rents a part of the premises you own or manage who you are required to add as an additional insured on this policy under a written contract or written agreement, but only with respect to liability arising out of your ownership, maintenance or repair of that part of the premises which is not reserved for the exclusive use or occupancy of such person or organization or any other tenant or lessee.

This provision does not apply after the person or organization ceases to lease or rent premises from you.

However, the insurance afforded to such additional insured:

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

U-GL-1369- B CW (04/13)
Page 2 of 12

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

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

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

- a. Required by the written contract or written agreement referenced in Subparagraph D.1. above (of this endorsement); or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

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

E. Additional Insured – Vendors

1. The following change applies if this Coverage Part provides insurance to you for "bodily injury" and "property damage" included in the "products-completed operations hazard":

Section II – Who Is An Insured is amended to include as an additional insured any person or organization (referred to throughout this Paragraph E. as vendor) who you have agreed in a written contract or written agreement, prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business:

However, the insurance afforded to such vendor:

- a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.
2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
- a. The insurance afforded the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained in Subparagraphs (4) or (6); or
 - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

U-GL-1369- B CW (04/13)
Page 3 of 12

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

- c. This insurance does not apply to any of "your products" for which coverage is excluded under this Coverage Part.
- 3. With respect to the insurance afforded to the vendor under this endorsement, the following is added to Section III – **Limits Of Insurance**:
The most we will pay on behalf of the vendor is the amount of insurance:
 - a. Required by the written contract or written agreement referenced in Subparagraph E.1. above (of this endorsement); or
 - b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.
 This Paragraph E. shall not increase the applicable Limits of Insurance shown in the Declarations.

F. Additional Insured – Managers, Lessors or Governmental Entity

- 1. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization who is a manager, lessor or governmental entity who you are required to add as an additional insured on this policy under a written contract, written agreement or permit, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omission of those acting on your behalf; and
 resulting directly from:
 - a. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit;
 - b. Ownership, maintenance, occupancy or use of premises by you; or
 - c. Maintenance, operation or use by you of equipment leased to you by such person or organization.
 However, the insurance afforded to such additional insured:
 - a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.
- 2. This provision does not apply:
 - a. Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury", "property damage" or offense that caused "personal and advertising injury";
 - b. To any person or organization included as an insured under Paragraph 3. of Section II – Who Is An Insured;
 - c. To any lessor of equipment if the "occurrence" or offense takes place after the equipment lease expires;
 - d. To any:
 - (1) Owners or other interests from whom land has been leased by you; or
 - (2) Managers or lessors of premises, if:
 - (a) The "occurrence" or offense takes place after the expiration of the lease or you cease to be a tenant in that premises;
 - (b) The "bodily injury", "property damage" or "personal and advertising injury" arises out of the structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or
 - (c) The premises are excluded under this Coverage Part.
- 3. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance**:
The most we will pay on behalf of the additional insured is the amount of insurance:



ZURICH

Coverage Extension Endorsement

Policy No	Eff. Date of Pol	Exp. Date of Pol.	Eff. Date of End	Producer No	Add'l. Prem	Return Prem
CP0553288001	04/01/2015	04/01/2016	04/01/2016	0329598	N/A	N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form
Motor Carrier Coverage Form**

A. Amended Who Is An Insured

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

The following are also "insureds":

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

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

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

B. Amendment – Supplementary Payments

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

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

U-CA-424-F CW (04/14)
Page 1 of 6

Includes copyrighted material of Insurance Services Office, Inc., with its permission



Meeting Date: 7 / 14 /2015

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

Prepared By: Kathleen Mallory, AICP, LEED Green Associate, Project Planner Agenda Item No. L-3Reviewed By: City Manager JM City Attorney RT Finance mm Other (Specify) _____

DATE: June 15, 2015

TO: City Council

FROM: Ashley Golden, Interim Development Services Director AG
Development Services Department

SUBJECT: Expedited and Streamlined Permitting Process for Small Residential Rooftop Solar Systems

RECOMMENDATION

Approve the first reading by title only and subsequent adoption of an ordinance relating to an expedited, streamlined permitting process for small residential rooftop solar systems and determining that the project is exempt from the California Environmental Quality Act pursuant to Section 15061 (b)(3).

DISCUSSION

On September 21, 2014, Governor Brown signed Assembly Bill (AB) No. 2188, known as the solar streamlining bill. According to the California Solar Energy Industries Association, AB 2188 requires every city and county in the state of California to adopt a simplified permitting procedure for residential rooftop solar systems via ordinance by September 30, 2015. This permitting procedure must substantially conform to the best practices found in the most updated version of Office of Planning and Research's Solar Permitting Guidebook, including the timely review of permitting documents and the scheduling of inspections (24 hours for permit review and 1-2 days for inspection scheduling). In addition, the city or county building departments or permitting agencies are required to adopt checklists and plans similar to or those contained in the Guidebook. The law requires cities and counties to use the Internet to post permitting requirements and documents as well as utilize electronic means of communication (Internet, email, or fax) to accept permit applications. Cities and counties must also accept electric signatures. The law also prevents a city or county from denying a solar permit based upon a Homeowner's Association objection.

Section 65850.5(a) of the California Government Code provides that it is the policy of the State to promote and encourage the installation and use of solar energy systems by limiting obstacles to their use and by minimizing the permitting costs of such systems. The regulations address small residential rooftop solar systems, defined as 10 kilowatt (kW) or smaller. The Government Code also establishes a

sliding scale associated with permit costs for issuance of small residential rooftop solar systems. The maximum permit fee, inclusive of plan check and inspection fees is \$500.00 for small residential rooftop solar systems (less than 10 kW).

The City currently expedites the review of such applications by reviewing and issuing applications within two business days. The City is in compliance with the maximum permit fee.

The attached ordinance complies with the state mandated requirements of Section 65850.5(g)(1) for small residential solar installations. The ordinance codifies the requirements of Section 65850.5(g)(1), such as accepting and approving applications electronically, directing the City's Building Official to develop a checklist of all requirements with which small rooftop solar energy systems shall comply to be eligible for expedited review, and authorizing the Building Official to administratively approve such applications.

In 2013, the City received funds from Southern California Edison to design and develop an expedited single family residential energy efficiency pilot program. The pilot program focused on five of the most common types of residential building permits which are: window replacements; re-roofing; HVAC/AC upgrades; water heater replacements; and solar photovoltaic installations. Due to time restrictions of AB2188 the expedited solar permit processes are being implemented prior to the other expedited energy efficiency permit procedures. We anticipate the remaining permit procedures to be implemented in the fall. The solar checklist has been developed to comply with the requirements stipulated in AB2188.

FINANCIAL IMPACT

State law established a maximum permit fee, inclusive of inspection, of \$500.00 for small residential solar installations. Staff time, inclusive of permit review and inspection, may exceed \$500.00 making services less than 100% cost recovery; however under our current fees the 10kW rooftop solar permits average \$515.

KM/KM

Attachment #1 - Ordinance

ORDINANCE OF THE CITY OF OXNARD

ORDINANCE NO. [_____]

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD ADDING ARTICLE XXIV TO CHAPTER 14 OF THE OXNARD CITY CODE RELATING TO AN EXPEDITED, STREAMLINED PERMITTING PROCESS FOR SMALL RESIDENTIAL ROOFTOP SOLAR SYSTEMS AND DETERMINING THAT THE PROJECT IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO SECTION 15061 (B)(3)

.....

WHEREAS, Subdivision (a) of Section 65850.5 of the Government Code provides that it is the policy of the State to promote and encourage the installation and use of solar energy systems by limiting obstacles to their use and by minimizing the permitting costs of such systems; and

WHEREAS, Subdivision (g)(1) of Section 65850.5 of the Government Code provides that, on or before September 30, 2015, every city, county, or city and county shall adopt an ordinance, consistent with the goals and intent of subdivision (a) of Section 65850.5, that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems.

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

Part 1. The City Council hereby finds that the adoption of this ordinance is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines (14 CCR section 15000 et seq.) section 15061(b)(3) because it can be seen with certainty that there is no possibility that such adoption may have a potential for causing a significant effect on the environment.

Part 2. Article XXIV is hereby added to Chapter 14 of the Oxnard City Code to read as follows:

"ARTICLE XXIV. SMALL RESIDENTIAL ROOFTOP SOLAR SYSTEMS

SEC. 14-80. PURPOSE AND INTENT.

The purpose of this article is to provide an expedited, streamlined solar permitting process that complies with the Solar Rights Act and AB 2188 (Chapter 521, Statutes 2014, California Government Code section 65850.5) in order to achieve timely and cost-effective installations of small residential rooftop solar energy systems. This article encourages the use of solar systems by removing unreasonable barriers, minimizing costs to property owners and the city and expanding the ability of property owners to install solar energy systems. This article allows the city to achieve these goals while protecting the public health and safety.

SEC. 14-81. DEFINITIONS.

The following words and phrases as used in this section are defined as follows:

“Building official” as defined in the California Building Code.

“Electronic submittal” means the utilization of one or more of the following:

- (i) e-mail;
- (ii) the Internet;
- (iii) facsimile.

“Small residential rooftop solar energy system” means all of the following:

(i) A solar energy system that is no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal.

(ii) A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the city and paragraph (3) of subdivision (c) of Section 714 of the Civil Code, as such section or subdivision may be amended, renumbered, or re-designated from time to time.

(iii) A solar energy system that is installed on a single or duplex family dwelling.

(iv) A solar panel or module array that does not exceed the maximum legal building height as defined by the city.

“Solar energy system” has the same meaning set forth in paragraphs (1) and (2) of subdivision (a) of Section 801.5 of the Civil Code, as such section or subdivision may be amended, renumbered, or re-designated from time to time.

“Specific, adverse impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

SEC. 14-81. APPLICABILITY.

(A) This article applies to the permitting of all small residential rooftop solar energy systems in the city.

(B) Small residential rooftop solar energy systems legally established or permitted prior to the effective date of the ordinance codified in this article are not subject to the requirements of this article

unless physical modifications or alterations are undertaken that materially change the size, type, or components of a small rooftop energy system in such a way as to require new permitting. Routine operation and maintenance and cleaning shall not require a permit.

SEC. 14-82. APPLICATIONS AND DOCUMENTS.

(A) The checklist and required permitting documentation for a small residential rooftop solar energy system shall be made available on the publicly accessible city website.

(B) Electronic submittal of the required permit application and documents shall be made available to all small residential rooftop solar energy system permit applicants.

(C) In the case of electronic submittal, the electronic signature of the applicant on all forms, applications and other documentation may be used in lieu of a wet signature. This requirement notwithstanding, wet signatures shall be required for engineering calculations and plans in accordance with state law.

SEC. 14-83. DUTIES OF BUILDING OFFICIAL AND DEVELOPMENT SERVICES DEPARTMENT, FEES.

(A) The building official shall develop and adopt a checklist of all requirements with which small rooftop solar energy systems shall comply to be eligible for expedited review.

(B) The small residential rooftop solar system permit process, standard plan(s), and checklist(s) shall substantially conform to the recommendations for expedited permitting, including the checklist and standard plans contained in the most current version of the *California Solar Permitting Guidebook* adopted by the Governor's Office of Planning and Research.

(C) All fees prescribed for the permitting of small residential rooftop solar energy systems shall comply with Government Code section 65850.55, Government Code section 66015, Government Code section 66016, and Health and Safety Code section 17951, as such sections or subdivisions may be amended, renumbered, or re-designated from time to time.

SEC. 14-84. SOLAR ENERGY SYSTEM REQUIREMENTS.

(A) All solar energy systems shall meet applicable health and safety standards and requirements imposed by the state, the city and the city's fire department.

(B) Solar energy systems for heating water in single-family residences and for heating water in commercial or swimming pool applications shall be certified by an accredited listing agency as defined by the California Plumbing and Mechanical Code.

(C) Solar energy systems for producing electricity shall meet all applicable safety and performance standards established by the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

SEC. 14-85. PERMIT REVIEW AND INSPECTION REQUIREMENTS.

(A) The development services department shall adopt an administrative, nondiscretionary review process to expedite approval of small residential rooftop solar energy systems within 30 days of the adoption on this ordinance. The building and engineering services division of the development services department shall issue a building permit or other nondiscretionary permit the same day for over-the-counter applications or within five business days for electronic applications of receipt of a complete application that meets the requirements of the approved checklist and standard plan. Such approval does not authorize an applicant to connect the small residential rooftop solar energy system to the local utility provider's electricity grid. The applicant is responsible for obtaining such approval or permission from the local utility provider.

(B) The building official may require an applicant to apply for a use permit if the official finds, based on substantial evidence, that the solar energy system could have a specific, adverse impact upon the public health and safety. Such decision may be appealed to the planning commission within ten days after the date of the building official's decision.

(C) Review of the application shall be limited to the building official's review of whether the application meets local, state, and federal health and safety requirements.

(D) If a use permit is required, the building official may deny an application for the use permit if the official makes written findings based upon substantive evidence in the record that the proposed installation would have a specific, adverse impact upon public health or safety and there is no feasible method to satisfactorily mitigate or avoid, as defined, the adverse impact. Such findings shall include the basis for the rejection of the potential feasible alternative for preventing the adverse impact. Such decisions may be appealed to the planning commission within ten days after the date of the building official's decision.

(E) Any condition imposed on an application shall be designed to mitigate the specific, adverse impact upon health and safety at the lowest possible cost.

(F) "A feasible method to satisfactorily mitigate or avoid the specific, adverse impact" includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by the city on another similarly situated application in a prior successful application for a permit. The city shall use its best efforts to ensure that the selected method, condition, or mitigation meets the conditions of subparagraphs (A) and (B) of paragraph (1) of subdivision (d) of Section 714 of the Civil Code defining restrictions that do not significantly increase the cost of the system or decrease its efficiency or specified performance.

(G) The city shall not condition approval of an application on the approval of an association, as defined in Section 4080 of the Civil Code.

(H) If an application is deemed incomplete, a written correction notice detailing all deficiencies in the application and any additional information or documentation required to be eligible for expedited permit issuance shall be sent to the applicant for resubmission.

(I) Only one inspection shall be required and performed by the city.

(J) The inspection shall be done in a timely manner and should include consolidated inspections.

(K) If a small residential rooftop solar energy system fails inspection, a subsequent inspection is authorized but need not conform to the requirements of this ordinance. City may charge a re-inspection fee, as established by City Council resolution, if a subsequent inspection is required."

Part 3. If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses be declared unconstitutional.

Part 4. Within 15 days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation published and circulated in the City. Ordinance No. _____ was first read on _____, and finally adopted on _____, to become effective thirty (30) days thereafter.

PASSED AND ADOPTED this ____th day of July, 2015 by the following vote:

AYES:

NOES:

ABSENT:

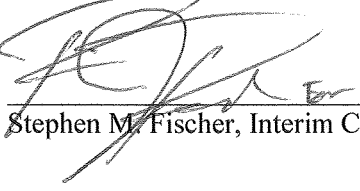
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

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

Prepared By: Daniel Rydberg, P.E., Interim Utilities Director Agenda Item No. L-4

Reviewed By: City Manager JM City Attorney SB Finance MM Utilities _____

DATE: July 1, 2015

TO: City Council

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

SUBJECT: Approval of Lowest Responsible and Responsive Bid and Authorization to Issue and Execute a Contract (A-7792) for UD15-17- Electrical Rehabilitation-Water Well Nos. 30, 32, 33 and 34 Project and Budget Appropriation

RECOMMENDATION

That City Council:

1. Award contract A-7792 to the lowest responsible and responsive bidder, Taft electric Company, in the amount of \$869,800 for UD15-17-Electrical Rehabilitation-Water Well Nos. 30, 32, 33 and 34 Project, and authorize the purchasing agent to issue and execute the contract upon receipt of final documents
2. Approve a budget appropriation in the amount of \$1,032,890 from Water Operating Fund Balance to UD15-17-Electrical Rehabilitation-Water Well Nos. 30, 32, 33 and 34 Project 156004 to fund the work.

DISCUSSION

This project is for the electrical rehabilitation of four City of Oxnard Municipal Drinking Water Wells. The wells are currently inoperable. On January 28, 2015, City Council approved project specifications and a public bid. The first advertisement for the public bid was on April 30, 2015. The public bid process began May 4, 2015 and closed with a public bid opening on June 10, 2015. One bid was received in the amount of \$869,800 from Taft Electric Company.

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

Approval of Lowest Responsible Responsive Bid and Authorization to Issue and
Execute a Contract (A-7792) for UD15-17-Electrical Rehabilitation-Water Well Nos. 30, 32, 33 and 34 Project
July 1, 2015
Page 2

Engineer's Estimate of Costs

Contract Price	\$869,800
Contract Contingencies	86,980
City Labor	50,000
Sampling and Testing	<u>26,110</u>
TOTAL	\$1,032,890

FINANCIAL IMPACT

Funds in the amount of \$1,032,890 are available from Water Operating Fund Balance for appropriation to UD15-17-Electrical Rehabilitation-Water Well Nos. 30, 32, 33 and 34 Project 156004.

- Attachment #1 - Tabulation of Bids
#2 - Registration No. CA DIR
#3 - Bid Package – Best Drilling and Pump
#4 - OSHA Report
#5 - Subcontractors
#6 - References
#7 - Certificate of Publication-Public Notice
#8 - Staff Report –Council Approval to Bid
#9 - Budget Appropriation

UD15-17-Electrical Rehabilitation for Water Well Nos. 30, 32, 33 & 34					* marks an allowance		Taft Electric Co.	
Owner: City of Oxnard							1694 Eastman Ave	
Bid Opening: 06/10/15							Ventura, CA 93003	
							US	
							Bidder Status: Valid	
Item #	Item Code	Item Description	Quantity	Unit of Measure	Unit Price	Item Total		
1	0	BLENDING STATION #3 -MOBILIZATION	1	LS	\$2,000.00	\$2,000.00		
2	0	WELL NO. 30 MOTOR REMOVAL	1	LS	\$6,000.00	\$6,000.00		
3	0	WELL NO. 30 MOTOR REWIND - REINSTALLATION, START-UP AND TESTING	1	LS	\$25,000.00	\$25,000.00		
4	0	WELL NO. 30 MOTOR AND PUMP PAINTING	1	LS	\$14,000.00	\$14,000.00		
5	0	SITE CLEAN-UP	1	LS	\$1,000.00	\$1,000.00		
6	0	BLENDING STATION #1-MOBILIZATION AND DEMOBILIZATION	1	LS	\$2,000.00	\$2,000.00		
7	0	WELL NO. 34 MOTOR REMOVAL	1	LS	\$8,000.00	\$8,000.00		
8	0	WELL NO. 34 MOTOR REWIND - REINSTALLATION, START-UP AND TESTING	1	LS	\$29,000.00	\$29,000.00		
9	0	WELL NO. 34 CABINET AND VFD REMOVAL	1	LS	\$3,000.00	\$3,000.00		
10	0	WELL NO. 34 NEW CABINET AND VFD INSTALLATION INCLUDING START-UP, TESTING AND TRAINING	1	LS	\$195,000.00	\$195,000.00		
11	0	WELL NO. 32 CABINET AND VFD REMOVAL	1	LS	\$3,000.00	\$3,000.00		
12	0	WELL NO. 32 NEW CABINET AND VFD INSTALLATION INCLUDING START-UP AND TESTING	1	LS	\$154,000.00	\$154,000.00		
13	0	WELL NO. 33 CABINET AND VFD REMOVAL	1	LS	\$3,000.00	\$3,000.00		
14	0	WELL NO. 33 NEW CABINET AND VFD INSTALLATION INCLUDING START-UP AND TESTING	1	LS	\$193,000.00	\$193,000.00		
15	0	NEW ACTIVE HARMONIC FILTER (AHF) NO. 1 INSTALLATION INCLUDING START-UP, TESTING AND TRAINING	1	LS	\$93,000.00	\$93,000.00		
16	0	NEW ACTIVE HARMONIC FILTER (AHF) NO. 2 AND BREAKER INSTALLATION INCLUDING START-UP AND TESTING	1	LS	\$115,000.00	\$115,000.00		
17	0	WELL NO. 34 MOTOR AND PUMP PAINTING	1	LS	\$22,800.00	\$22,800.00		
18	0	SITE CLEAN-UP	1	LS	\$1,000.00	\$1,000.00		
Bid List Total						\$869,800.00		
Total Bid Amount						\$869,800.00		
Listed Subs						\$869,800.00		
						Splices Const		
						PO Box 2849		
						1110 East Clark Ave Suite 210		
						Santa Maria, CA 93457-284		



Department of Industrial Relations
Division of Labor Standards Enforcement

Public Works Contractor Registration Search

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

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

Registration Number: ie. 1234567890

Contractor Legal Name: Taft Electric Company

[Contractor License Lookup](#)

License Number: ie. 606309 (CSLB)

Search

Reset

Public Works Contractor Registration Web Search Results

2 Registered Contractors found, displaying all Registered Contractors. 1

Legal Name	Registration Number	License Type/Number(s)	Registration Date	Expiration Date
STEINY AND COMPANY INC AND TAFT ELECTRIC COMPANY A JV	1000006315	CSLB:1000106	01/21/2015	06/30/2015
✓ TAFT ELECTRIC COMPANY	1000000149	CSLB:772245	07/03/2014	06/30/2015

Export as: Excel | PDF

Copyright © 2014 State of California

Legal Name	Registration Number	License Type/Number(s)	Registration Date	Expiration Date
STEINY AND COMPANY INC AND TAFT ELECTRIC COMPANY A JV	1000006315	CSLB:1000106	01/21/2015	06/30/2015
TAFT ELECTRIC COMPANY	1000000149	CSLB:772245	07/03/2014	06/30/2015

CITY OF OXNARD
SPECIFICATION NUMBER UD15-17

BID DOCUMENTS (BLUE SHEETS)
FOR

PROJECT TITLE: – Electrical Rehabilitations –Water Well Nos. 30, 32, 33 & 34

BRIEF DESCRIPTION OF PROJECT: Electrical Rehabilitations of Water Well Nos. 30, 32, 33 and 34- Work includes municipal wells located at Blending Station No. 3, 1700 Solar Drive – Well No. 30; and at 251 South Hayes Ave. –Well No. 34 at the GREAT Program Desalter; additionally variable frequency drives (VFDs) will be replaced on Well Nos. 32, 33 and 34 and two active harmonic filters.

Specification Number UD15-17 includes 14 pages of bid documents. Drawing No. 14-39A includes 7 sheets of plans.

Work must begin within 14 calendar days after the Notice to Proceed is issued. Work is to be complete in 150 calendar days. Liquidated damages will be assessed at \$1,000 per calendar day.

Payment shall be in accordance with the provisions of Section 9-3 of the Standard Specifications for Public Works Construction.

CONTRACTOR'S FAILURE TO COMPLETE THIS SECTION
MAY CAUSE REJECTION OF THE BID

Name Taft Electric Company

Physical Address 1694 Eastman Ave.

Mailing Address P.O. Box 3416 Ventura, CA 93006

City Ventura State CA Zip Code 93003

Telephone No. 805-642-0121 Fax No. 805-650-9015

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

B-1

**CITY OF OXNARD
SPECIFICATION NUMBER UD15-17**

PROJECT OVERVIEW

The following description of the amount of work to be done and materials to be furnished by the contractor is an approximation provided for your use in preparing a bid. The City of Oxnard does not expressly or by implication warrant that the actual amount of work or materials awarded will correspond therewith. The City reserves the right to increase or decrease the amount of any class or portion of the work or materials or to delete any of the work or materials, as the City deems necessary or expedient. If the description includes more than one job, the City may decide to award a contract for only one or less than all of the jobs included in the bid submitted.

DESCRIPTION

The work included in this project scope will include but is not limited to the electrical rehabilitation of two municipal water wells in Oxnard, CA; Well No. 30 is located at Blending Station No. 3, 1700 Solar Drive and Well No. 34 is located at the GREAT Program Desalter, 251 South Hayes Avenue. The Contractor shall remove motors at both wells, rewind, reinstall and restore operation. Additionally, the variable frequency drives (VFDs) at Well Nos. 32, 33 and 34 shall be replaced with new variable frequency drives (VFDs) and two active harmonic filters.

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

CITY OF OXNARD
SPECIFICATION NUMBER UD15-17

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME Taft Electric Company

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION. QTY*	TOTAL
Blending Station No. 3					\$
1	Mobilization / Demobilization	0	LS	1	2,000.00
2	Well No. 30 Motor Removal	0	LS	1	6,000.00
3	Well No. 30 Motor Rewind, Reinstallation, Start-up and Testing	0	LS	1	25,000.00
4	Well No. 30 Motor and Pump Painting	0	LS	1	14,000.00
5	Site Clean-up	0	LS	1	1,000.00
Blending Station No. 1					
6	Mobilization / Demobilization	0	LS	1	2,000.00
7	Well No. 34 Motor Removal	0	LS	1	8,000.00
8	Well No. 34 Motor Rewind, Reinstallation, Start-up and Testing	0	LS	1	29,000.00
9	Well No. 34 Cabinet and VFD Removal	0	LS	1	3,000.00
10	Well No. 34 New Cabinet and VFD Installation including Start-up, Testing and Training	0	LS	1	195,000.00
11	Well No. 32 Cabinet and VFD Removal	0	LS	1	3,000.00
12	Well No. 32 New Cabinet and VFD Installation including Start-up and Testing	0	LS	1	154,000.00
13	Well No. 33 Cabinet and VFD Removal	0	LS	1	3,000.00
14	Well No. 33 new Cabinet and VFD Installation including Start-up and Testing	0	LS	1	193,000.00
15	New Active Harmonic Filter (AHF) No. 1 Installation including Start-up, Testing and Training	0	LS	1	93,000.00
16	New Active Harmonic Filter (AHF) No. 2 and Breaker Installation including Start-up and Testing	0	LS	1	115,000.00
17	Well No. 34 Motor and Pump Painting	0	LS	1	22,800.00
18	Site Clean-up	0	LS	1	1,000.00
GRAND TOTAL					\$ 869,800.00

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

**CITY OF OXNARD
SPECIFICATION NUMBER UD15-17**

BID SCHEDULE OF WORK AND PRICES

GRAND TOTAL SUBMITTED - \$ 869,800.00

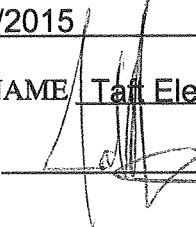
The grand total submitted is subject to verification. Items Lump Sum total will be verified. If any discrepancy is found, the verified lump sum price total will be the basis of award.

Bidder must fill in number and date of *all* addenda or enter the word "*none*" if appropriate.

The following addenda are
acknowledged and attached:

NO.	DATED	NO.	DATED
1	5/28/2015		
2	6/2/2015		

I make the above bid and certify or declare under penalty of perjury that the statements made in this bid, and below my signature, are true and correct.

DATED 6/2/2015 AT Ventura, California
COMPANY NAME Taft Electric Company
SIGNATURE  TITLE President
James Marsh (Sole Owner, Partner, Corporate Officer)*

*Person signing must be listed on records of Contractors State License Board.

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

**CITY OF OXNARD
SPECIFICATION NUMBER UD15-17**

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Taft Electric Company

Pursuant to the Subletting and Subcontracting Fair Practices Act, Public Contract Code Sections 4104 et seq., each bidder submitting bids for the construction of any public work or improvement shall set forth:

- A. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, in an amount in excess of one-half of one percent (1/2 of 1%) of the prime contractor's total bid or, in the case of bids for the construction of streets or highways, including bridges, in excess of one-half of one percent (1/2 of 1%) of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.
- B. The portion of the work which will be done by each such subcontractor. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in his or her bid.

<i>The information requested below must be filled out completely.</i>			This information must be provided now or via fax (805 385-8360) within 24 hours of bid opening-	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OF WORK	STATE LICENSE	
			NUMBER	CLASS
1. SPIESS CONSTRUCTION	P.O. BOX 2849 SANTA MARIA CA. 93457	MOTORS AND PUMP PAINTING	333989	A
2.				
3.				

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

**CITY OF OXNARD
SPECIFICATION NUMBER UD15-17**

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Taft Electric Company

<i>The information requested below must be filled out completely.</i>			<i>This information must be provided now or via fax (805 385-8360) within 24 hours of bid opening.</i>	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OF WORK	STATE LICENSE	
			NUMBER	CLASS
4.				
5.				
6.				
7.				
8.				
9.				

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

**CITY OF OXNARD
SPECIFICATION NUMBER UD15-17**

REFERENCES

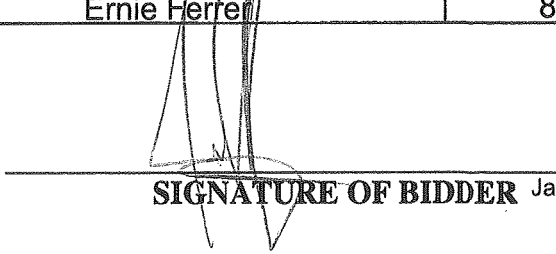
BIDDER'S NAME Taft Electric Company

Bidders are required to list at least three references for similar work as described in these specifications. This information will enable the City to evaluate the bidder's responsibility, experience, skill and business and financial position.

Project Description		
Oxnard Wastewater Headworks		
Owner	Project Location	
City of Oxnard	6001 S. Perkins Rd., Oxnard	
Project Cost	Project Manager	Telephone
\$4,071,375.00	Thien Ng	805-488-3517

Project Description		
Simi Valley Water Quality Control Plant Upgrade Phase 1		
Owner	Project Location	
City of Simi Valley	600 W. Los Angeles Ave., Simi Valley	
Project Cost	Project Manager	Telephone
\$1,927,155.00	Michael Kang	805-583-6473

Project Description		
Saticoy Well #3 Enclosure		
Owner	Project Location	
City of Ventura	11183 Aster Street, Ventura	
Project Cost	Project Manager	Telephone
\$1,545,415.00	Ernie Ferrell	805-677-3905


SIGNATURE OF BIDDER James Marsh, President

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

**CITY OF OXNARD
SPECIFICATION NUMBER UD15-17**

BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATION

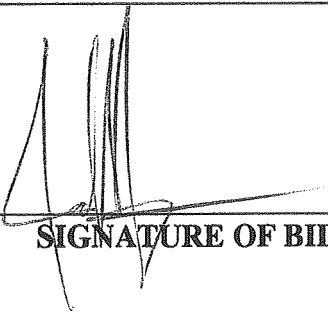
BIDDER'S NAME Taft Electric Company

The bidder is required to state any and all instances of being disqualified, removed, or otherwise prevented from bidding on or completing a federal, state, or local government project due to a violation of a law or safety regulation.

1. Have you ever been disqualified from any government contract?

Yes _____ No X

2. If yes, explain the circumstances.


SIGNATURE OF BIDDER James Marsh, President

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

CITY OF OXNARD
SPECIFICATION NUMBER UD15-17

BIDDER'S AFFIDAVIT

PROJECT Electrical Rehabilitations - Water Well Nos. 30, 32, 33 & 34

I depose and say that I am James Marsh, President
(Print or type name and title)

of Taft Electric Company
(Name of Company)

1694 Eastman Ave. Ventura, CA. 93003
(Address) (City) (State) (Zip Code)

Contractor's CA DIR Registration Number (Per SB854): 1000000149

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

Contractor's License No. 772245 FED TAX I.D. # 77-0007216

Classification: A, B, C-10

Contractor's License Expiration Date: 12/31/2015

City of Oxnard Business License Number (Not Required to Bid): 16-00003396

Data Universal Numbering System (D-U-N-S #): 00-583-2415

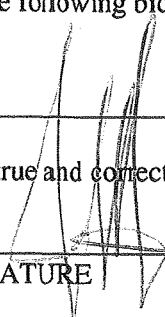
Whoever submits this bid to the City of Oxnard declares:

1. That the bidder has read these specifications, will abide by and agrees to the conditions herein, has carefully examined the project plans and does hereby agree to furnish all materials and do all the work required to complete the work in accordance with the plans and specifications for the unit prices or lump sums stated in the schedule of work and prices.
2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.
3. That the addenda listed on Page B-4 of these bid documents are acknowledged and attached.
4. That the bidder, as principal, acknowledges being bound by the following bid bond when completed by the surety.

Dated 6/2/2015 at Ventura, California.

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

(CORPORATE SEAL)


SIGNATURE James Marsh, President

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Ventura)

On 6/8/15 before me, Tina Bytheway, Notary Public,

Date

Here Insert Name and Title of the Officer

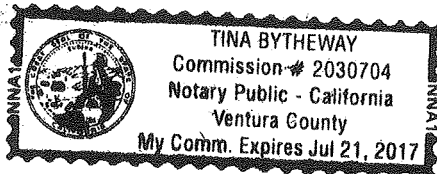
personally appeared James Marsh

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Tina Bytheway
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

CITY OF OXNARD
SPECIFICATION NUMBER UD15-17

BIDDER'S QUESTIONNAIRE

All Bidders **MUST** complete this form and it **MUST** be submitted with the Bid. The answers to these questions will be used to determine whether the Bidder is responsible. "Related Company," as used in this questionnaire, is any organization of which the responsible managing officer of the Bidder has been a responsible managing officer (as the term responsible managing officer is used for State of California licensing purposes) within the past 5 years and/or in which any equity holder (e.g. shareholder, partner, member) of the bidder holds or has held more than a 10% interest within the past 5 years; or has had an active role in the management of projects performed by Company. "Contact Information" means the name, address and telephone number of a person or entity. For all Yes answers please provide complete explanations on extra-attached sheets and identify by number the question to which the information pertains

EVALUATION ELEMENTS			
<i>Standard Bidder Questions (applies to all bids)</i>		Yes	No
1	Is Bidder currently licensed and does Bidder meet the licensing requirements stated on Page F-0?	X	
2	Has Bidder or a Related Company within the past 5 years been assessed Liquidated Damages (LD's) on a public project of a government agency? If so, give project description, date of assessment, amount of assessment, name of entity, and contact information for each incident of LD assessment.		X
3	Has the Bidder's insurance or a Related Company's insurance, within the past 5 years, been cancelled during a project? If so, give the dates of all cancellations and the contact information for all insurance companies that cancelled coverage. Insurance includes all insurance coverages of any kind, including commercial, general liability, fire and casualty, and workers' compensation.		X
4	Has Bidder's surety or a Related Company's surety within the past 5 years paid any claims arising from any project performed by Bidder or a Related Company? If so, provide the contact information and state the date and amount of each claim paid.		X
5	Has Bidder or a Related Company within the past 5 years been investigated by the Division of Labor Standards Enforcement (DLSE)? If so, provide the date(s) of investigations and the contact information for the DLSE.		X
6	Has Bidder or a Related Company been found to have violated any prevailing wage requirement on any public agency project by any government agency or by any court of law? If so, describe each violation and provide the contact information for the agency and the jurisdiction, date and case number for each court case.		X
7	Within the past 5 years, have stop notices been filed with any government agency on any project performed by Bidder or any Related Company? If so, please provide the following information for each stop notice: contact information for each claimant, amount of the claim, amount, if any, paid to settle the claim, date of the claim and the date of payment of the claim.		X
8	Has Bidder or any Related Company within the past 5 years been named as a defendant in a lawsuit alleging non-payment of subcontractors, vendors or suppliers? If so, give the date, case name and case number of the suit(s), the amount of the claim, and the disposition of the case.		X
9	Has Bidder or a Related Company ever filed a claim against a government agency that has resulted in a lawsuit? If so, describe the claim, circumstances and disposition of the lawsuit. Please provide the contact information for the agency.		X
10	Has Bidder or any Related Company ever been found to be a non-responsible bidder by an agency or debarred? If so, provide the date and name of each and explain the circumstances.		X
11	Provide the name, date, contact information and approximate amount of contract and a description of work performed for each job performed by Bidder in the last 3 years involving work of the type for which this contract is being let.	X	
12	Has Bidder or a Related Company within the past 5 years been investigated by OSHA or had an OSHA violation that resulted in a citation or other actions be taken against the company.		X
13	Prime Contractor and all of their listed Subcontractors MUST be registered with the DIR as required by SB 854	X	

Contractor Officer's Signature:

Title James Marsh, President

6/2/2015

Date

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

**CITY OF OXNARD
SPECIFICATION NUMBER UD15-17**

**ATTACHMENT
(TO BE USED AS COVER PAGE FOR ESCROW BID DOCUMENTS)**

***ESCROW BID DOCUMENT CERTIFICATION**

The undersigned hereby certifies that the bid documentation contained herein constitutes the complete, only and all documentary information used in preparation of the bid for the City of Oxnard Electrical Rehabilitation Water Well Nos. 30, 32, 33 and 34 Project, and that I have personally examined these contents and have found that this bid documentation is complete.

By:  _____ James Marsh
Title: President
Firm: Taft Electric Company
Date: 6/2/2015

***IF PROJECT BID IS IN EXCESS OF \$500,000, IT REQUIRES SUBMITTAL OF
ESCROW BID DOCUMENTS BY THE THREE LOWEST BIDDERS AND
THIS DOCUMENT WILL BE INCLUDED WITH THOSE ESCROW BID
DOCUMENTS. THIS DOCUMENT PACKAGE IS DUE WITHIN THREE (3)
BUSINESS DAYS FOLLOWING BID OPENING:
THIS DOCUMENT PACKAGE IS TO BE SUBMITTED TO THE:
CITY GENERAL SERVICES PROCUREMENT
1060 PACIFIC AVE., BLDG. 2
OXNARD, CA. 93030
ATTN: Patricia Friend.**

3. Technical Specifications, **Page F-95, Section 26 29 23- Variable Frequency Drive (VFD)** as part of the Contract Specifications: Paragraph 2.02: Enclosures: Subparagraph B: Delete "Locate harmonic suppression equipment and controls within the variable frequency controller enclosure." **The harmonic suppression equipment enclosure is specified in Section 26 35 26: Page F-105; Paragraph 2.05.**

Response to Bidder's Questions:

Q1: Can one set of main switchboard CTs be provided in the switchboard for both AHF's plus summing CTs on the AHF feeders in lieu of two sets of main switchboard CT's?

A1: On Drawing E-05, separate 3000/5 current transformers are shown as input to each active harmonic filter. Alternatively, one set of current transformers may be provided and looped into each filter current transformer input. In addition, if required by the filter manufacturer for the filters to operate properly in parallel, summing current transformers shall be provided in the switchboard to sense the combined current of both filter feeders and input to each filter.

Addendum No. 1

Specification No. UD15-17

ELECTRICAL REHABILITATION FOR WATER WELL NOS. 30, 32, 33 & 34

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

1. Two (2) pages of text

Addendum No. 1 Received: Date: 5/29/2015

Taft Electric Company
Company

1694 Eastman Avenue
Address of Company

[Signature]
Authorized Signature

Ventura, CA 93003
City State Zip Code

James Marsh, President
Name and Title, Typed

805-642-0121
Telephone Number, Including Area Code



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

June 2, 2015

ADDENDUM NO. 2

SPECIFICATION NO. UD15-17

ELECTRICAL REHABILITATION FOR WATER WELL NOS. 30, 32, 33 & 34

SCHEDULED BID OPENING DATE: ~~JUNE 3, 2015~~

BID OPENING DATE REVISED: JUNE 10, 2015

TO ALL BIDDERS OF RECORD

Acknowledge receipt of this addendum by enclosing one signed copy with your bid documents.
Failure to do so may subject bidder to disqualification. This addendum forms a part of the bid documents. It modifies them as follows:

**A. The following changes/corrections/additions are made to the Bid Documents /
 Instruction to Bidders:**

1. The Bid Opening Date of JUNE 3, 2015 HAS BEEN REVISED –
THE BID OPENING DATE IS CHANGED TO JUNE 10, 2015.
No change to time or place.

Addendum No. 2

Specification No. UD15-17

ELECTRICAL REHABILITATION FOR WATER WELL NOS. 30, 32, 33 & 34

The undersigned hereby acknowledges receipt of Addendum No. 2 consisting of the following:

1. Two (2) pages of text

Addendum No. 2 Received: Date: 6/2/2015

Taft Electric Company
 Company

1694 Eastman Avenue
 Address of Company

[Signature]
 Authorized Signature

Ventura, CA 93003
 City State Zip Code

James Marsh, President
 Name and Title, Typed

805-642-0121
 Telephone Number, Including Area Code

UNITED STATES
DEPARTMENT OF LABOR

SEARCH

[A to Z Index](#) | [Newsroom](#) | [Contact Us](#) | [FAQs](#) | [About OSHA](#)
★ Was this page helpful?

OSHA

[SHARE](#) [f](#) [t](#) [v](#) [e](#) [m](#) [a](#) [i](#) [n](#) [g](#) [+](#) [OSHA QuickTakes](#) [Newsletter](#) [RSS Feeds](#)

Occupational Safety & Health Administration We Can Help

What's New | Offices

OSHA

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

Your Establishment search returned 0 results.

Reflects inspection data through 06/08/2015

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

Can't find it?

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

Establishment
State
OSHA Office
Case Status ☒ All ☐ Closed ☐ Open
Violation Status ☒ All ☐ With Violations ☐ Without Violations
Inspection Date
Start Date
End Date

Submit

Reset

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

NOTE TO USERS

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

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

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

[Freedom of Information Act](#) | [Privacy & Security Statement](#) | [Disclaimers](#) | [Important Web Site Notices](#) | [International](#) | [Contact Us](#)U.S. Department of Labor | Occupational Safety & Health Administration | 200 Constitution Ave., NW, Washington, DC 20210
Telephone: 800-321-OSHA (6742) | TTYwww.OSHA.gov

ATTACHMENT

PAGE 1 OF 1

**CITY OF OXNARD
SPECIFICATION NUMBER UD15-17**

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Taft Electric Company

Pursuant to the Subletting and Subcontracting Fair Practices Act, Public Contract Code Sections 4104 et seq., each bidder submitting bids for the construction of any public work or improvement shall set forth:

- A. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, in an amount in excess of one-half of one percent (1/2 of 1%) of the prime contractor's total bid or, in the case of bids for the construction of streets or highways, including bridges, in excess of one-half of one percent (1/2 of 1%) of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.
- B. The portion of the work which will be done by each such subcontractor. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in his or her bid.

<i>The information requested below must be filled out completely.</i>			This information must be provided now or via fax (805 385-8360) within 24 hours of bid opening-	
			STATE LICENSE	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OF WORK	NUMBER	CLASS
1. SPRESS CONSTRUCTION	P.O. BOX 2849 SANTA MONICA CA. 93457	MOTORS AND PUMP PAINTING	333909	A
2.				
3.				

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



Public Works Contractor Registration Search

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

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

Registration Number:

Contractor Legal Name: [Contractor License Lookup](#)

License Number:

Export as: [Excel](#) | [PDF](#)

Public Works Contractor Registration Web Search Results

One Registered Contractor found. 1

Legal Name	Registration Number	License Type/Number(s)	Registration Date	Expiration Date
SPIESS CONSTRUCTION CO., INC.	1000003665	CSLB:333989	12/10/2014	06/30/2015

Copyright © 2014 State of California

ATTACHMENT 5
PAGE 2 OF 3

Legal Name	Registration Number	License Type/Number(s)	Registration Date	Expiration Date
SPIESS CONSTRUCTION CO., INC.	1000003665	CSLB:333989	12/10/2014	06/30/2015

CITY OF OXNARD
SPECIFICATION NUMBER UD15-17

REFERENCES

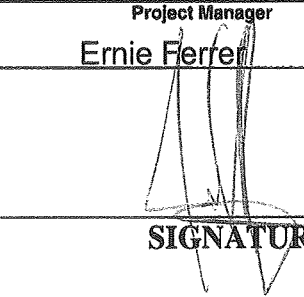
BIDDER'S NAME Taft Electric Company

Bidders are required to list at least three references for similar work as described in these specifications. This information will enable the City to evaluate the bidder's responsibility, experience, skill and business and financial position.

Project Description		
Oxnard Wastewater Headworks		
Owner	Project Location	
City of Oxnard	6001 S. Perkins Rd., Oxnard	
Project Cost	Project Manager	Telephone
\$4,071,375.00	Thien Ng	805-488-3517

Project Description		
Simi Valley Water Quality Control Plant Upgrade Phase 1		
Owner	Project Location	
City of Simi Valley	600 W. Los Angeles Ave., Simi Valley	
Project Cost	Project Manager	Telephone
\$1,927,155.00	Michael Kang	805-583-6473

Project Description		
Saticoy Well #3 Enclosure		
Owner	Project Location	
City of Ventura	11183 Aster Street, Ventura	
Project Cost	Project Manager	Telephone
\$1,545,415.00	Ernie Ferrer	805-677-3905


SIGNATURE OF BIDDER James Marsh, President

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

In the Superior Court of the State of California

IN AND FOR THE COUNTY OF VENTURA

CERTIFICATE OF PUBLICATION

TYPE OF NOTICE

NOTICE TO BIDDERS

PROJECT SPECIFICATION NUMBER UD15-17

ELECTRICAL REHABILITATION OF WATER

WELL NOS. 30, 32, 33, & 34 PROJECT

STATE OF CALIFORNIA

COUNTY OF VENTURA

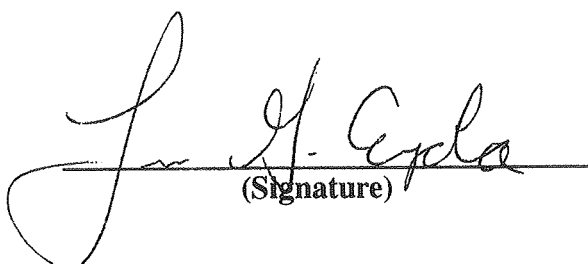
I Luis Ayala

hereby certify that Ventura County VIDA Newspaper, is a newspaper of general circulation within the provision of the Government Code of the State of California, printed and published in the County of Ventura, State of California; that I am the Principal Clerk of said newspaper; that the annexed clipping is a true printed copy and published in said newspaper on the following dates, to wit.

April 30, MAY 7, 2015

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

7th day of May 2015


(Signature)

NOTICE TO BIDDERS

The Oxnard City Council has authorized the invitation to bid on Project Specification Number UD15-17 for the Electrical Rehabilitation of Water Well Nos. 30, 32, 33 & 34 Project. These wells are located at 1700 Solar Dr. & 251 So. Hayes Ave. The work will consist of electrical work on these municipal wells and replace variable frequency drives and active harmonic filters on some of these wells. The work designated in this specification will require the Contractor to possess a State of California Electrical Contractor's License, Class C-10 to be considered as a prime contractor qualified for award of this project. New Public Works Contractor Registration Law (SB 854) requires that all Contractors and Subcontractors be registered with the DIR. Per City policy no engineer's construction estimates are provided on public bid projects.

Plans and Specifications will ONLY be available to review or for purchase directly from the City's online Plan Room, CyberCopyUSA - www.cybercopyreprographics.com, or phone (805) 642-3292; fax (805) 715-1535 for a non-refundable fee of \$75.00 plus \$20.00 shipping and handling starting on MONDAY, MAY 4, 2015. The Plans and Specifications may also be obtained in CD format for \$35.00 including shipping & handling. For information you may contact General Services Contract Procurement Office, Phone (805) 385-7821.

A non-mandatory Pre-Bid Conference will be held in the City Council Chambers, Civic Center, 305 W. Third St., Oxnard at 9:30 A.M. on WEDNESDAY, MAY 13, 2015. All prospective bidders are urged to attend.

All contractors will pay prevailing wages for each classification and type of worker under the California State Department of Industrial Wage Determinations. The HIGHER of the State or Federal Wage Rate when required, shall be used. These determinations are included in the specifications. All pertinent wage determinations must be posted on the job site. A 10% Bid Bond is required for all bids submitted and the successful Bidder will be required to provide a Payment & Performance Bond equal to 100% of the contract price. Successful Bidder may request that the City enter into an Escrow Agreement for security deposits in lieu of retention.

Each bid shall be submitted on the bid documents (BLUE BID SHEETS) provided by the City's

ATTACHMENT 7

PAGE 1 OF 2

Certificate of Publication

Ad #515103

In Matter of Publication of:

Public Notice

State of California)

)§

County of Ventura)

I, **Maria Rodriguez**, hereby certify that the **Ventura County Star Newspaper** has been adjudged a newspaper of general circulation by the Superior Court of California, County of Ventura within the provisions of the Government Code of the State of California, printed in the City of Camarillo, for circulation in the County of Ventura, State of California; that I am a clerk of the printer of said paper; that the annexed clipping is a true printed copy and publishing in said newspaper on the following dates to wit:

May 01, 08, 2015

I, Maria Rodriguez certify under penalty of perjury, that the foregoing is true and correct.

Dated this May 08, 2015; in Camarillo, California, County of Ventura.



Maria Rodriguez
(Signature)

NOTICE TO BIDDERS

The Oxnard City Council has authorized the invitation to bid on Project Specification Number UD15-17 for the Electrical Rehabilitation Water Well Nos. 30, 32, 33 & 34 Project. These wells are located at 1700 Solar Dr. & 251 So. Hayes Ave. The work will consist of electrical work on these municipal wells and replace variable frequency drives and active harmonic filters on some of these wells. The work designated in this specification will require the Contractor to possess a State of California Electrical Contractor's License, Class C-10 to be considered as a prime contractor qualified for award of this project. New Public Works Contractor Registration Law (SB854) requires that all Contractors and Subcontractors be registered with the DIR. Per City policy no engineer's construction estimate is provided for public bid projects.

Plans and Specifications will ONLY be available to review or for purchase directly from the City's online Plan Room, CyberCopy-USA - www.cybercopyreprographics.com, or phone (805) 642-3292; fax (805) 715-1535 for a non-refundable fee of \$75.00 plus \$20.00 shipping and handling starting on MONDAY, May 4, 2015. The Plans and Specifications may be obtained in electronic medium format CD's for a non-refundable fee of \$35.00 including shipping and handling. For further bid information you may contact General Services Contract Procurement Office, Phone (805) 385-7821.

A non-mandatory Pre-Bid Conference will be held in the City Council Chambers, Civic Center, 305 W. Third St., Oxnard at 9:30 A.M. on WEDNESDAY, MAY 13, 2015. All prospective bidders are urged to attend.

All contractors will pay prevailing wages for each classification and type of worker under the California State Department of Industrial Wage Determinations. The HIGHER of the State or Federal Wage Rate when required, shall be used. These determinations are included in the specifications. All pertinent wage determinations must be posted on the job site. A 10% Bid Bond is required for all bids submitted and the successful Bidder will be required to provide a Payment & Performance Bond equal to 100% of the contract price. Successful Bidder may request that the City enter into an Escrow Agreement for security deposits in lieu of retention.

Each bid shall be submitted on the bid documents (BLUE BID SHEETS) provided by the City's on-line Plan Room - CyberCopy and the bidder MUST be a PLAN HOLDER OF RECORD. All bids must be received at the Office of the City Clerk, Administration Building, 305 West Third Street (East Wing), Oxnard, CA 93030 before 2:00 P.M. on WEDNESDAY, JUNE 3, 2015. Immediately thereafter all bids shall be publicly opened by the City Clerk and Purchasing Agent in the Council Chambers, 305 West Third Street, Oxnard, CA 93030.

FOR INFORMATION REGARDING THIS PROJECT PLEASE DIRECT ALL QUESTIONS TO GENERAL SERVICES - 805-385-7821.

Ad Dates 05/01/15, 05/08/15 Ad No.515103

ATTACHMENT 7

PAGE 2 OF 2

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

Prepared By: Grant Dunne, Management Analyst III *Grant Dunne*Agenda Item No. S-3Reviewed By: City Manager *DM*City Attorney *SMF*Finance *ij*

Other (Specify) _____

DATE: January 12, 2015**TO:** City Council**FROM:** Daniel Rydberg, Interim Utilities Director *DM*
Utilities Department**SUBJECT:** Project Specification UD 15-17 Electrical Rehabilitation
for Wells No. 30, 32, 33 and 34**RECOMMENDATION**

That City Council approve Project Specification UD 15-17 for the electrical rehabilitation of Well No. 30 at Blending Station No. 3, located at 1700 Solar Drive, and Wells No. 32, 33 and 34 at Blending Station No. 1 located at 251 South Hayes, and authorize staff to solicit bids for the project.

DISCUSSION

This project is for electrical rehabilitation of four City of Oxnard Municipal Drinking Wells that were built in 2004. Wells No. 32, 33, and 34 provide groundwater to the City's Desalter located at 251 South Hayes Street. The Variable Frequency Drives (VFD) for the subject wells are beyond their useful life cycle and require replacement. A VFD is an electronic motor that adjusts speeds to the well motor providing continuous and precise control of water distribution processes. The replacement of the VFDs will provide a consistent water distribution process while reducing costs for energy and equipment maintenance.

Well No. 30 at Blending Station No. 3, located at 1700 Solar Drive and Well No. 34 require motor overhauls to include removing the pumping equipment, rewinding, installing, start-up and testing the motor. Currently, Well No. 30 is operating with a spare motor that does not have heaters to prevent moisture damage and does not have the monitoring & control equipment that sends information to our operations computer. Well No. 34 is not operational due to the age of the VFD and other electrical motor parts.

The successful bidder will replace and install new VFDs at Wells No. 32, 33 and 34 and remove the motors of Well No. 30 and 34 to rewind, reinstall and restore their operation. These repairs along with down-hole repairs approved by City Council on December 9, 2014 for Well No. 23 and 31 (Project Specification UD 14-15) will put all City wells back in service.

**Project Specification UD 15-17 Electrical Rehabilitation
for Wells No. 30, 32, 33 and 34**

January 12, 2014

Page 2 of 2

FINANCIAL IMPACT

The estimated cost of this project is \$1,050,000. Water Enterprise Funds are available to meet the anticipated cost of this project. After the project bids are received and evaluated, staff will return to City Council to recommend approval of the lowest responsible bidder and appropriate funding.

Attachment #1 - Project Site Map

Note: Plans and specifications for UD 15-17 Electrical Rehabilitation for Wells No. 30, 32, 33 and 34 are available for review at the City of Oxnard Corporation Yard, General Services Department, Building No. 2, 1600 Pacific Avenue, from 8:00 a.m. on Thursday prior to the City Council Meeting.



Site Map

REQUEST FOR BUDGET APPROPRIATION

Department: Utilities
Project/Program
Manager: Dan Rydberg

Date: July 14, 2015

Phone: 8280

Reason for Appropriation:

To establish and provide funding for the electrical rehabilitation of Wells 30 & 32-34 in the amount of \$1,032,890

Fund: **WATER OPERATING (601)**

Expenditures / Transfers Out

ELEC REHAB WELL 30, 32-34 (156004)

601-6538-821.82-08	CONTRACTS AND SERVICES / SVCS - CONSTRUCTION	869,800
601-6538-821.84-51	OTHER SERVICES / SVCS FROM OTHER DEPART'S	50,000
601-6538-821.82-09	CONTRACTS AND SERVICES / SVCS-OTHER PROFESSION	26,110
601-6538-821.88-02	RESERVES /RESV APPROP-CONTINGENCIES	86,980

Total Expenditures \$1,032,890

Net Change to Fund (601) Balance (1,032,890)

Net Appropriation Change 1,032,890

Approvals

Department Director

Chief Financial Officer

City Manager

REQUIRES CITY COUNCIL AUTHORIZATION

SBA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Revised : 2/23/2012

ATTACHMENT NO. 9

PAGE 1 OF 1