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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
March 6, 2012
6:30 P.M.

A. ROLL CALL/POSTING OF AGENDA

*** 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 7 for a description of closed session items)

D. OPENING CEREMONIES – 7:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

- 1. SUBJECT: Presentation of a Commendation to Andrew Grey for Winning the Wrestle Mania Letter Writer Contest.**

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.

Phone: 385-7950

5. **SUBJECT:** First Amendment to Agreement for On-Call Engineering Services with Penfield & Smith Engineering. (043)

RECOMMENDATION: Approve and authorize the Mayor to execute a First Amendment to Agreement for On-Call Engineering Services provided by Penfield & Smith Engineering (A-7425) to increase the not-to-exceed amount from \$250,000 to \$500,000, and extend the expiration date to August 31, 2012.

Legislative Body: CC

Contact: Ralph Alamillo

Phone: 385-7590

Development Services Department

6. **SUBJECT:** Fifth Amendment to Agreement with WorleyParsons Group, Inc. (061)

RECOMMENDATION: Approve and authorize the Mayor to execute the fifth amendment to the agreement with WorleyParsons Group, Inc. (WP) (A-6920) in the amount of \$370 (a total of \$600,715) to add a laboratory subconsultant.

Legislative Body: CC

Contact: Cynthia Daniels

Phone: 385-7871

Fire Department

7. **SUBJECT:** Authorization to Accept an Award for Emergency Management Performance Grant in the Amount of \$42,481. (067)

RECOMMENDATION: Authorize: 1) The City Manager to accept a grant award in the amount of \$42,481 from California Emergency Management Agency/Ventura County Operational Area; and 2) The Chief Financial Officer to appropriate the funds and perform all other required financial actions.

Legislative Body: CC

Contact: Deborah O'Malia

Phone: 385-7717

8. **SUBJECT:** Authorization to Accept a Supplemental Award for Urban Area Security Initiative in the Amount of \$134,000. (069)

RECOMMENDATION: 1) Recognize \$134,000 in grant revenue from the Federal Department of Homeland Security and subgranted through the State of California; and 2) Approve a special budget appropriation in the amount of \$134,000 for the purchase of equipment for the Police/Fire Dive Team and the Fire Department Hazardous Materials Response Team.

Legislative Body: CC

Contact: Brad Windsor

Phone: 385-7708

Public Works Department

9. **SUBJECT:** Project Specification PW10-05 Wooley Road Arterial Resurfacing Project. (073)

RECOMMENDATION: Approve Project Specification No. PW10-05 for pavement resurfacing on Wooley Road from Victoria Avenue to Rose Avenue and authorize staff to solicit bids for the project.

Legislative Body: CC

Contact: Lou Balderrama

Phone: 340-5358

10. SUBJECT: Third Amendment to Agreement with Venco Power Sweeping Incorporated for Street Sweeping Services. (075)

RECOMMENDATION: Approve and authorize the Mayor to execute the Third Amendment to the Agreement with Venco Power Sweeping Incorporated (A-7030) for street sweeping services to extend the agreement expiration date from March 31, 2012 to March 31, 2014, and to increase the total agreement value by \$946,616 from \$1,724,119 to \$2,670,735.

Legislative Body: CC

Contact: Phillip Gregoire

Phone: 797-8219

11. SUBJECT: Appropriation of Wastewater Connection Fees from County of Ventura Service Area Number 34 for New Wastewater Services in El Rio for Debt Service Payments. (079)

RECOMMENDATION: Approve a special budget appropriation for Wastewater Connection Fees from County of Ventura Service Area Number 34 in the El Rio area in the amount of \$887,115 to Wastewater Collection Connection Fee Fund 613 and \$2,361,970.80 to the Wastewater Treatment Connection Fee Fund 623 to be used for debt service payments.

Legislative Body: CC

Contact: Anthony Emmert

Phone: 207-1669

12. SUBJECT: Project Specification No. PW12-13 Hueneme Road Recycled Water Pipe Line Project. (083)

RECOMMENDATION: Approve Project Specification No. PW12-13 for the construction and installation of a section of Phase 2 of the Recycled Water Backbone System along Hueneme Road, from Perkins Road to Olds Road, and authorize staff to solicit bids for the project..

Legislative Body: CC

Contact: Lou Balderrama

Phone: 340-5358

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

1. SUBJECT: Monthly Budget Status Report for the Period Ending January 31, 2012. (087)

RECOMMENDATION: The monthly budget status report for revenues and expenses include both Governmental and Enterprise Funds for the period ending January 31, 2012. Because this report includes year-end accruals for Fiscal Year 2011, there are timing issues on offsetting revenues and expenditures.

Legislative Body: CC

Contact: James Cameron

Phone: 385-7416

K. INFORMATION/CONSENT PUBLIC HEARINGS

Housing Department

1. SUBJECT: Second Amendment to the FY 2011-2012 Annual Action Plan.

RECOMMENDATION: - Continue to March 20, 2012

Legislative Body: CC

Contact: Norma Owens

Phone: 385-7959

L. PUBLIC HEARINGS – 7:15 P.M.

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/COMMUNITY DEVELOPMENT COMMISSION BUSINESS/COMMITTEE REPORTS

O. REPORTS

Community Development Department

1. SUBJECT: Appointments to Redevelopment Agency Dissolution Oversight Board. (101)
RECOMMENDATION: 1) That the Mayor, with the approval of City Council, pursuant to the provisions of Health and Safety Code section 34179(a)(2), appoint a member to the Oversight Board established pursuant to the provisions of Health and Safety Code section 34179(a); and 2) That the Mayor, with the approval of City Council, pursuant to the provisions of Health and Safety Code section 34179(a)(7), a member of the Service Employees International Union, Local 721, to the Oversight Board as the member from the recognized employee organization representing the largest number of former Community Development Commission employees employed by the successor agency.
Legislative Body: CC Contact: Kymberly Horner Phone: 385-7853
2. SUBJECT: Affordable Housing Loan Agreement for ED-KOH (RiverPark Lots 3, 11, 12 and 17A – Letter Agreement #3). (103)
RECOMMENDATION: That City Council and Successor Agency: 1) Approve and authorize the Mayor and Chairperson of the Successor Agency to execute the Letter Agreement #3 (Attachment 1) and direct the Community Development Director (or designee) to prepare and execute an amendment to the Loan Agreement in conformance with the Letter Agreement #3, in a form acceptable to the City Attorney. 2) Authorize the City Manager and Community Development Director (or designees), with approval from the City Attorney and the Successor Agency Counsel, to revise and sign all documents necessary and appropriate to carry out and implement the Letter Agreement #3, and to administer the obligations, responsibilities and duties of the City and Successor Agency pursuant to those documents.
Legislative Body: CC/SA Contact: Curtis Cannon Phone: 385-7407

Housing Department

3. **SUBJECT:** Establishment of Oxnard Safe Housing Collaborative Ad Hoc Committee. (117)
RECOMMENDATION: 1) Approve the establishment of the Oxnard Safe Housing Collaborative Ad Hoc Committee; 2) Request participation by the following community stake holder organizations: **BUSINESS:** Chamber of Commerce, Construction & Builders Association; **HOUSING RIGHTS ADVOCATES/COMMUNITY ORGANIZATIONS:** California Rural Legal Assistance (CRLA), Cabrillo Economic Development Corporation (CEDC), Mercy Housing, Farm Worker Housing/Bureau, Individual community housing advocates, League of United Latin American Citizens, (LULAC), El Concilio, El Centrito, Central Coast Alliance United for a Sustainable Economy (CAUSE), National Association for the Advancement of Colored People (NAACP); **NEIGHBORHOOD COUNCILS:** Inter-Neighborhood Council Forum (INCF), Neighborhood Council Chairs, Members of Neighborhood Councils, Renters, Saviers Road Design Team; **PROPERTY MANAGERS/REALTORS:** Board of Realtors, Property Management Companies.
Legislative Body: CC Contact: William Wilkins Phone: 385-8094

Public Works Department

4. **SUBJECT:** Two-Year Comprehensive Utilities Revenue Increases. (119)
RECOMMENDATION: 1) Review and provide direction to the Interim Public Works Director to implement a two-step revenue increase for the Water, Wastewater and Environmental Resources Enterprises. The proposed increases for Fiscal Year 2011-12 are one percent (1%) in Environmental Resources, twelve percent (12%) in Wastewater, and no increase for Water. For Fiscal year 2012-13, the proposed increases are one percent (1%) in Environmental Resources, eight percent (8%) in Wastewater, and three percent (3%) in Water; and 2) Authorize staff to proceed with the Prop 218 public notice process.
Legislative Body: CC Contact: Anthony Emmert Phone: 207-1669

P. 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.

Q. APPOINTMENT ITEMS

R. STUDY SESSION

Development Services Department

1. SUBJECT: Pre-Application Review (PZ 12-600-1) for Development of a Vegetable Oil Refinery at Either the Northwest Corner of Del Norte Blvd and Fifth Street (APNs 216-0-016-465, & -475) or 5851 Arcturus Ave. (APN 213-0-090-195). Filed by Fuji Oil Co. Ltd. & ITOCHU International Inc. (121)

RECOMMENDATION: Review and provide preliminary comments on a pre-application to develop a facility for the storage, processing, and transloading of edible vegetable oils at either a 10.71 acre site on Del Norte Boulevard or a 9.72 acre site on Arcturus Avenue.

Legislative Body: CC

Contact: Ashley Golden

Phone: 385-7882

Finance Department

2. SUBJECT: Fiscal Year 2011-12 General Fund Financial Status. (127)

RECOMMENDATION: Receive an update on the Fiscal Year 2011-12 General Fund financial status.

Legislative Body: CC

Contact: James Cameron

Phone: 385-7461

S. 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.

C. CLOSED SESSION - (Continued from page 1)

1. CONFERENCE WITH LABOR NEGOTIATOR.

- CC Instructions to negotiators, Karen Burnham, Interim City Manager, and Michelle Tellez, Human Resources Director, regarding salaries, salary schedules and compensation paid in the form of fringe benefits for employees represented by the Service Employees International Union (SEIU), Local No. 721 and other matters within the scope of representation.

The Interim City Manager and the Human Resources Director requested that these items be discussed in closed session under the Brown Act exception of Conference with Labor Negotiator. The purpose of the closed session is for the City Council to review the status of negotiations and to provide instructions to negotiators

T. ADJOURNMENT

MINUTES

OXNARD CITY COUNCIL

Special Meeting

January 31, 2012

A. ROLL CALL/POSTING OF AGENDA

At 5:02 p.m., the special meeting of the Oxnard City Council convened in the Council Chambers concurrent with the Community Development Commission. Councilmembers Thomas E. Holden, Irene G. Pinkard, Bryan A. MacDonald, Timothy B. Flynn and Carmen Ramirez were present. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Holden presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Edmund Sotelo, City Manager; Karen Burnham, Assistant City Manager; Alan Holmberg, City Attorney; Curtis P. Cannon, Community Development Director; Jeri Williams, Police Chief; and Grace Magistrale Hoffman, Deputy City Manager.

B. OPENING CEREMONIES

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

RECESS

At 5:04 p.m., the City Council recessed while the Community Development Commission held a meeting. At 6:08 p.m., the City Council reconvened.

C. REPORTSD. PUBLIC COMMENTS ON REPORTCOMMUNITY DEVELOPMENT COMMISSION

At 6:08 p.m., the concurrent meeting with the Community Development Commission concluded.

E. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

The following individuals provided comments: Larry Stein; Ralph James; Martin Jones; Bert Perello; Shirley Godwin; Steve Nash and Harold Ceja.

F. CLOSED SESSION

At 6:31 p.m., the City Council recessed to closed session, pursuant to Government Code section 54956.8, to give instructions to its negotiator, Edmund Sotelo, City Manager, regarding the price and terms of payment for the purchase of approximately 20 acres of real property located at the northwestern corner of Ventura Road and Vineyard Avenue.

The City Council also recessed to a closed session, pursuant to Government Code section 54959 and 54957.6, to give instructions to negotiators, Karen Burnham, Assistant City Manager, and Michelle Tellez, Human Resources Director, regarding salaries, salary schedules, or compensation paid in the form of fringe benefits for employees represented by the Service Employees International Union (SEIU), Local No. 721, and other matters within the scope of representation.

The City Council also recessed to a closed session under Government Code section 54957 to discuss the following: Evaluation of Public Employee, possible disciplinary or non-disciplinary action in connection therewith: Title City Manager.

At 8:44 p.m., the City Council returned to the meeting. The City Attorney announced that City Manager Edmund Sotelo would be placed on leave of absence with pay pursuant to his employment contract.

G. ADJOURNMENT

At 8:45 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

DR. THOMAS E. HOLDEN
Mayor

MINUTES

OXNARD CITY COUNCIL

Regular Meeting

January 10, 2012

A. ROLL CALL/POSTING OF AGENDA

At 5:35 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers concurrently with the Community Development Commission. Councilmembers Thomas E. Holden, Irene G. Pinkard, Bryan A. MacDonald, Timothy B. Flynn and Carmen Ramirez were present. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Holden presided and called the meeting to order. Staff members present were: Edmund Sotelo, City Manager; Karen Burnham, Assistant City Manager; Alan Holmberg, City Attorney; and Lyn Bennett, Deputy City Clerk.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Bert Perello questioned when closed session decisions are reported to the public. The City Attorney stated the City followed the Brown Act regarding reporting actions at closed sessions.

C. CLOSED SESSION

At 5:39 p.m., the City Council and Community Development Commission recessed to a closed session pursuant to Government Code section 54956.9(cc), based on existing facts and circumstances, the City shall decide whether to initiate litigation in one potential case.

At 7:04 p.m., the Mayor announced the City Council and Community Development Commission determined by unanimous vote to participate as a plaintiff in litigation to be filed by a number of public agencies against the Controller of the State of California, the Director of the State of California, Department of Finance and other public officials in their official capacities to enjoin the effectiveness of ABx1 26. When the action has been filed, the particulars will be disclosed to any person upon inquiry through the City Clerk's Office. The City and CDC take this action to protect projects and assets of the one half billion dollars.

D. OPENING CEREMONIES

At 7:04 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers, concurrently with the Community Development Commission, Housing Authority, and Financing Authority. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Mayor Holden presided. Additional staff members present were: Daniel Martinez, City Clerk; Jeri Williams, Police Chief; James Cameron, Chief Financial Officer; Curtis P. Cannon, Community Development Director; William "Bill" Wilkins, Housing Director; Matthew Winegar, Development Services Director; Rob Roshanian, Interim Public Works Director; Grace Magistrale Hoffman, Deputy City Manager; Michael O'Malia, Interim Fire Chief; Norma Owens, Grants Manager; Lou Balderrama, City Engineer; Michael Henderson, General Services Manager; Sue Martin, Planning and Environmental Services Manager; Martin Erickson, Special Assistant to the City Manager; Deborah O'Malia, Disaster Preparedness Coordinator; Grant Dunne, Environmental Resources Management Analyst, and Kymberly Horner, Redevelopment Project Manager.

E. CEREMONIAL CALENDAR**F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA**

The following individuals provided comments: Vincent Gasca; Nicholas Morales; Alicia Thompson, Toastmasters; Steve Nash; Pat Brown; Mike Barber; Jim Lavery; and Bert Perello.

L. PUBLIC HEARINGS**Development Services Department**

1. **SUBJECT:** Request to rename a portion of Laurel Street to Coach C Lane (PZ No. 10-650-1). Filed by Morey Navarro. (085)
RECOMMENDATION: Adopt Resolution No. 14,134 to approve a request to change the street name of a portion of Laurel Street (between Saviers Road and C Street) to Coach C Lane.
DISCUSSION: The Planning and Environmental Services Manager reviewed the street naming process. The Police Chief and Interim Fire Chief stated staff would place this new street on the CAD system.

The following individuals supported the renaming of the street: Msgr. Jon Majarucon; Dick Jaquez; Dr. Edward Robillard, Santa Clara High School Principal; Morey Navarro; Nancy Pederson; and Tom Laubacher.

The following individuals opposed or questioned the renaming of the street process: Julie Pena; Pat Brown; Harold Ceja; Bert Perello; and Shirley Godwin.

The City Council discussed: the current street naming policy; past practice of naming streets; and the number of streets named after individuals.

ACTION: Approved as recommended (Holden/Flynn) Ayes: MacDonald, Flynn, Ramirez and Holden. Abstain: Pinkard.

2. **SUBJECT:** Zone Code Text Amendment (PZ 10-580-01), Providing for Emergency Shelters, Transitional Housing, Supportive Housing and Farmworker Housing.
RECOMMENDATION: Removed from Agenda.
ACTION: Removed from agenda.

Housing Department

3. **SUBJECT:** Very-Low and Low-Income Needs Assessment - FY 2012-2013 Annual Action Plan, Fifth Annual Plan Component of the FY 2008-2013 Consolidated Plan. (091)
RECOMMENDATION: Conduct a public hearing to receive comments and provide direction to Housing Director concerning unmet needs of low and moderate income persons for housing, public facilities and economic development..
DISCUSSION: The Grants Manager reviewed proposed changes and efforts for public out reach.

Received comments from: Alice Madrid; Jesse Ornelas; Eileen Tracy; and Kristy Pollard

ACTION: Close the public hearing. (Holden/Pinkard) unanimously. The City Council conducted public hearing and provided comments to staff.

N. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

2. **SUBJECT:** Discussion of Resolution Supporting the Federal Clean Air Act. (Councilmember Carmen Ramirez)
DISCUSSION: The Special Assistant to the City Manager introduced Mike Vegas, Ventura County Air Pollution Control District, who provided information regarding supporting the Federal Clean Air Act. The Special Assistant to the City Manager stated that a resolution could be brought to the City Council to consider.

Councilmember Ramirez requested a resolution be placed on future agenda with consent of Councilmembers.

Received comments from Lupe Anguiano.

ACTION: The City Council received the report and would place a resolution on a future meeting.

G. REVIEW OF INFORMATION/CONSENT AGENDA

The following City staff provided information to the Council: City Engineer (I-2); Deputy City Manager (I-5); Planning and Environmental Services Manager (I-6); Assistant City Manager and Chief Financial Officer (I-7). Councilmember MacDonald requested his name be removed from I-3.

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

The following individuals provided comments: William Terry (I-5); Gloria Roman (I-7); Rachel Flores, SEIU (I-7); Steve Nash (I-7); Julie Pena (I-7); Pat Brown (I-7); Bert Perello (I-5 & I-6); Shirley Godwin (I-7); and Jim Lavery (I-7).

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

1. **SUBJECT:** Minutes of the Regular Meetings of the City Council for October 11 and November 8, 2011. (001)
RECOMMENDATION: Approve.

City Manager Department

2. **SUBJECT:** Agreements for City Council Review. (015)
RECOMMENDATION: Approve and authorize the City Manager, to execute the attached agreements/contracts and change orders/amendments.
3. **SUBJECT:** Funding for Sewer Line Repair at McGrath State Beach. (017)
RECOMMENDATION: Approve a special budget appropriation in the amount of \$50,000 from the General Fund balance to be paid to California State Parks for needed repairs at McGrath State Beach in Oxnard.
4. **SUBJECT:** Change of Name and Logo for the Commission on Community Relations. (019)
RECOMMENDATION: 1) Authorize the Commission on Community Relations to change its name to the Community Relations Commission; and 2) Approve the first reading by title only and subsequent adoption of Ordinance No. 2853 reflecting this change of name.

5. **SUBJECT:** Second Amendment to Agreement for Consulting Services with Matlock Professional Services, Inc., for Gang Prevention Coordination Services. (027)
RECOMMENDATION: Approve and authorize the Mayor to execute the Second Amendment to Agreement for Consulting Services with Matlock Professional Services, Inc (4932-09-CM) in the amount of \$120,000 (\$110,000 for compensation and \$10,000 for reimbursable expenses) for Gang Prevention Coordination Services, increasing the total amount to \$370,000 for services provided since 2009.

Development Services Department

6. **SUBJECT:** Parcel Map No. 5747 (Planning & Zoning Permit No. 08-300-2) Located at 2801 E. Channel Islands Boulevard. Filed by Jensen Design & Survey. (041)
RECOMMENDATION: Adopt Resolution No. 14,130 approving Parcel Map No. 5747 (A-7458), subject to the conditions set forth in Planning Commission Resolution No. 2008-35.*

Finance Department

7. **SUBJECT:** FY 2011-12 Salary Adjustment for Non-Represented Employees. (063)
RECOMMENDATION: Approve a 2% salary adjustment effective January 2, 2012 for non-represented employees, including management, mid-management, and confidential employee classifications as budgeted.
ACTION: Remove from the agenda.

Housing Department

8. **SUBJECT:** Colonia Multi-Service Center Building Lease. (065)
RECOMMENDATION: Approve and authorize the City Manager to execute a Third Amendment (A-5968) to the Multi-Service Center Building Lease 2005 by and between the City of Oxnard ("Lessor") and the Housing Authority of the City of Oxnard ("Housing Authority").

Police Department

9. **SUBJECT:** Resolution Commending Randey Cole for Over Twenty-Eight Years of Exemplary Service to the City of Oxnard. (079)
RECOMMENDATION: Adopt Resolution No. 14, 131.
10. **SUBJECT:** Resolution Commending Robert Contreras for Over Twenty-Six Years of Exemplary Service to the City of Oxnard. (081)
RECOMMENDATION: Adopt Resolution No. 14, 132.
11. **SUBJECT:** Resolution Commending Martin Ennis for Over Twenty-Two Years of Exemplary Service to the City of Oxnard. (083)
RECOMMENDATION: Adopt Resolution No. 14, 133.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended with removal of I-7. (MacDonald/Pinkard) Ayes: Holden, Pinkard, MacDonald, Flynn and Ramirez. Noes: Flynn for I-6 only.

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

HOUSING AUTHORITY/FINANCING AUTHORITY

At 10:18 p.m. the concurrent meetings with the Housing Authority and Financing Authority concluded.

M. REPORT OF CITY MANAGER

The City Manager reported that the Martin Luther King Freedom March would be held on Monday, January 16, 2012 starting at Plaza Park to the Oxnard Performing Arts Center.

1. SUBJECT: Verbal Update of Oxnard Upgrades to Emergency Alert System; VC ALERT Replaces REVERSE 911
RECOMMENDATION: Receive report.
DISCUSSION: The Disaster Preparedness Coordinator reviewed the upgraded system to provide messages to the community with individual sign up.
ACTION: Received the update.

N. CITY COUNCIL BUSINESS/COMMITTEE REPORTSK. INFORMATION/CONSENT PUBLIC HEARINGSHousing Department

1. SUBJECT: Second Amendment to the FY 2011-2012 Annual Action Plan.
RECOMMENDATION: Continue to February 7, 2012.
ACTION: Continue item (Holden/Pinkard), unanimously.

O. REPORTSCommunity Development Department

1. SUBJECT: Adoption of a Resolution Designating the City of Oxnard as Successor Agency to the Community Development Commission and Adoption of a Resolution by the City of Oxnard Electing to retain Housing Assets and Functions upon the Dissolution of the Community Development Commission, and Amending the Enforceable Obligation Payment Schedule. (107)
RECOMMENDATION: 1) Amend the Enforceable Obligation Payment Schedule ("EOPS"); 2) Adopt Resolution No. 14,135 designating the City of Oxnard as Successor Agency to the former redevelopment agency (the City of Oxnard Community Development Commission) under Part 1.85 of Division 24 of the California Health and Safety Code; and 3) Adopt Resolution No. 14,136 providing for the City of Oxnard to retain the assets and perform the housing functions of the City of Oxnard Community Development Commission.
DISCUSSION: The Community Development Director reviewed: the requested actions of the Council and Community Development Commission; State legal decisions; corrections to the EOPS; and needed follow-up actions. The Redevelopment Project Manager reviewed the downtown area financial obligations.

Comments were received from Jim Lavery.

ACTION: Approved as recommended. (Holden/Pinkard) Ayes: Flynn, Ramirez, Holden, Pinkard and MacDonald.

COMMUNITY DEVELOPMENT COMMISSION

At 10:36 p.m. the concurrent meetings with the Community Development Commission concluded.

Finance Department

2. **SUBJECT:** Comprehensive Annual Financial Report (CAFR) for Fiscal Year 2010-11 and Fiscal Year 2011-12 Financial Update. (123)

RECOMMENDATION: 1) Receive and file the City of Oxnard Comprehensive Annual Financial Report (CAFR) for Fiscal Year 2010-11; and 2) Receive an update of the Fiscal Year 2011-12 financial status.

DISCUSSION: The Chief Financial outlined the revenues, assets, expenditures, Measure O revenues, revenue projections, debt service, funding of Rice/101 Freeway project, and other economic indicators.

The Council provided comments regarding: use of reserves; projected revenues; and use of General Funds.

Received comments from Shirley Godwin; Jim Lavery; Steve Nash; and Bert Perello.

ACTION: Received and filed.

Public Works Department

3. **SUBJECT:** Short Term Service Agreement for the Del Norte Regional Recycling and Transfer Station (Del Norte Facility) (127)

RECOMMENDATION: Approve and authorize the Mayor to execute a Service Agreement (A-7465) for a one year term from February 1, 2012 to January 31, 2013 between the City of Oxnard and BLT Enterprises of Oxnard, Inc., a wholly owned subsidiary of Republic Services, Inc. for the Management and Operation of a Materials Recovery Facility and Transfer Station, Transfer of Waste for Disposal, and Marketing of Recovered Materials (Short Term Service Agreement); and to execute the attached Settlement Agreement and Mutual Release (Agreement No. A-7469).

DISCUSSION: The Interim Public Works Director addressed the current agreement and need for a short term agreement.

Stephen MacIntosh, Republic Services, reviewed: the operations of the local recycling facility; requested a longer extension; and the good working relationships with the local community.

The following individuals supported: Mike Barber; Robert Castro; Yvonne Gutierrez, El Concilio; Al Jones; Tony Franco; David Hare; Judy Cofer; Francine Castanon; James Torres; Henry Lacayo; Gus Sanchez; Sheila Jenkins; Jess Gutierrez; Morey Navarro; Nancy Lindholm; and Bonnie Weigel.

The following individuals provided comments: Bert Perello; Shirley Godwin; Larry Godwin; William Bill Terry; and Tim Gallaher, BLT; and Shawn Guttersen, Vice President of BLT.

The City Council discussed: current proposed options, the investigation of District Attorney Office, the RFP process, the selection process and the rehabilitation of the restrooms.

The Environmental Resources Management Analyst commented on possible funding options of the restrooms and recyclable materials being import to the Del Norte Facility.

The City Attorney commented on the need to review the original RFP and that the "corrected" contract has been made available to the City Council and public.

ACTION: Approved a one year short term service agreement for the Del Norte Facility with future presentation of the RFP and RFQ process with the history of this selection process. (Flynn/MacDonald). Ayes: Ramirez, Holden, Pinkard, MacDonald, and Flynn.

P. PUBLIC COMMENTS ON REPORTS

Q. APPOINTMENT ITEMS

R. STUDY SESSION

S. PUBLIC COMMENTS ON STUDY SESSION

T. ADJOURNMENT

At 12:58 a.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

DR. THOMAS E. HOLDEN
Mayor

TADFADF Dr. Lopez Neighbor garden
The following Vicent Toast Masters
Steve Nash (citizen advisory panels)
Pat Brown (redevelopment needs)
Mike Barber (Ventura Bulevard)
Jim Lavey
Bert Perello

Received comments from: Alice Madrid (alley, senior services); Jesse Ornelas (housing request)
Eileen Tracy (homelessness services); and Kristy Pollard

The following individuals provided comments: William Terry (I-5); Gloria Roman (I-7); Rachel Flores (I-7) SEIU; Steve Nash (I-7) costs; Julie Pena (I-7); Pat Brown (I-7); Bert Perello (I-5 and I-6); ~~Rebecca Ralph (I-6)~~; Shirley Godwin (I-7); and Jim Lavery (I-7) costs.

Shirley Godwin,
Jim Lavery revenue
Steve Nash golf course,
Bert Perello audit of water enterprises,

Stephen MacIntash outlined
11:42 start
Mike Barber, supported
Bert Perello, questioned fees
Shirley Godwin, BLT relationship
Robert Castro recycling neighbor
Yvonne Gutierrez El Concolio, supported

Al Jones supported
Tony Franco supported
David Hare supported
Judy Cofer supported
~~Jeanne Benitez supported~~

Francine Castanon supported, jobs, veteran center
James Torrez supported
Henry Lacayo support

~~Patty Brown~~
Gus Sanchez support
Sheila Jenkins supported

Jess Gutierrez supported
Morey Navarro supported
Nancy Lindholm supported
Bonnie Weigel supported

Larry Godwin bridge agreement
William Bill Terry restrooms
Tim Gallaher BLT opposed since they have contact
Shan Guterson, Vice President of BLT, supported only a one year extension

Grant Dunne stated the \$155,000 would

ACTION: Approved as recommended. (Flynn/MacDonald). Ayes: MacDonald, Holden, Flynn, Ramirez and Pinkard.

MINUTES

OXNARD CITY COUNCIL

Regular Meeting

January 24, 2012

A. ROLL CALL/POSTING OF AGENDA

At 5:32 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Thomas E. Holden, Irene G. Pinkard, Bryan A. MacDonald, Timothy B. Flynn and Carmen Ramirez were present. The Deputy City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Holden presided and called the meeting to order. Staff members present were: Edmund Sotelo, City Manager; Karen Burnham, Assistant City Manager; Alan Holmberg, City Attorney; and Lyn Bennett, Deputy City Clerk.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Comments were received from: Larry Stein; Steve Nash; and Bert Perello.

C. CLOSED SESSION

At 5:19 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54956.9(c) to confer with its attorneys. Based on existing facts and circumstances, the City Council shall decide whether to initiate litigation in one potential case.

The City Council also recessed to a closed session, pursuant to Government Code section 54956.8, to give instructions to negotiators, Edmund Sotelo, City Manager, regarding the price and terms of payment for the purchase of approximately 20 acres of real property located at the northwestern corner of Ventura Road and Vineyard Avenue.

The City Council also recessed to a closed session, pursuant to Government Code section 54959 and 54957.6, to give instructions to negotiators, Karen Burnham, Assistant City Manager, and Michelle Tellez, Human Resources Director, regarding salaries, salary schedules or compensation paid in the form of fringe benefits for employees represented by the Service Employees International Union (SEIU), Local No. 721 and other matters within the scope of representation.

The City Council also recessed to a closed session, pursuant to Government Code section 54957 to discuss the following: Evaluation of Public Employee, City Manager.

At 7:18 p.m. the City Council reconvened. The Mayor announced "the City Council has unanimously determined to enter into litigation concerning certain issues at the South Oxnard Library. The defendants and other particulars of the action will be disclosed to any person upon inquiry once the action has commenced."

D. OPENING CEREMONIES

At 7:18 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers, concurrently with the Community Development Commission, and Housing Authority. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of

silence. Mayor Holden presided. Additional staff members present were: Daniel Martinez, City Clerk; Curtis P. Cannon, Community Development Director; Jason Benites, Assistant Police Chief; Michael O'Malia, Interim Fire Chief; William "Bill" Wilkins, Housing Director; Rob Roshanian, Interim Public Works Director; Matthew Winegar, Development Services Director; James Cameron, Chief Financial Officer; Grace Magistrale Hoffman, Deputy City Manager; Sue Martin, Planning and Environmental Services Manager; Martin Erickson, Special Assistant to the City Manager; Mike More, Financial Resources Manager; Anthony Emmert, Water Resources Manager; and Kymberly Horner, Redevelopment Project Manager.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of Commendation to Captain Andrea Mora of the Oxnard Police Department's Explorer Program.
DISCUSSION: The City Council, Police Officers and Police Explorer Program cadets congratulated Explorer Program Captain Andrea Mora for her accomplishments.

ITEMS REMOVED FROM AGENDA

The City Council concurred to remove M-2 from the agenda.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

The following individuals presented comments to the City Council: Ed Ellis; Art Hernandez; Juan Smith; Harold Ceja; Larry Stein; Joan Johnson; Steve Nash; Bert Perello; Joe Cervantes; Scott Bernstein; Pat Brown; Morey Navarro and Abel Magana.

G. REVIEW OF INFORMATION/CONSENT AGENDA

Councilmember MacDonald requested more information regarding Agromin agreement (I-8)

The Assistant Police Chief stated his belief that electric cars were not equipped

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

The following individuals presented comments: Lupe Anguiano (I-1); Nancy Pedersen (I-1); Pat Brown (I-10); Bert Perello (I-8 & I-7) and Larry Stein (I-5 & I-6).

I. INFORMATION/CONSENT AGENDA

City Manager Department

1. SUBJECT: Resolution Supporting the Federal Clean Air Act. (001)
RECOMMENDATION: Adopt **Resolution No. 14,137** in support of reducing greenhouse gas pollution through enforcement of the federal Clean Air Act.
2. SUBJECT: Agreements for City Council Review. (005)
RECOMMENDATION: Pursuant to Ordinance 2835, approve and authorize the City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than \$25,000 but less than \$250,000.

3. **SUBJECT: Ordinance No. 2853** Changing Name and Logo for the Commission on Community Relations. (007)
RECOMMENDATION: Second reading and adoption.

City Treasurer Department

4. **SUBJECT:** Quarterly Investment Report for the Second Quarter F/Y 2011-2012. (011)
RECOMMENDATION: Accept the quarterly Investment Report for the Second Quarter F/Y 2011-2012.

Finance Department

6. **SUBJECT:** Judicial Foreclosures – Properties with Delinquent Assessments or Special Taxes. (025)
RECOMMENDATION: That City Council, acting as the legislative body of several Community Facilities Districts and Assessment Districts, instruct staff to proceed with judicial foreclosure on properties with delinquent special assessments and special taxes located within several Assessment Districts and Community Facilities District throughout the City, which special assessments and special taxes are secured by liens to repay bonded indebtedness.

Public Works Department

8. **SUBJECT:** Third Amendment to Agreement for Contracting Services Between the City of Oxnard and Agromin Organics Recycling (Agromin) for Yard Waste, Wood Material and Street Sweeping Debris and Residuals Processing Services. (035)
RECOMMENDATION: Removed from the agenda.
9. **SUBJECT:** Application for State of California Proposition 84 Grant Funds to Conduct a Planning Study and Demonstration Project to Evaluate the Feasibility of Large-Scale Storm Water Capture and Reuse. (039)
RECOMMENDATION: Adopt a resolution authorizing the City Manager to submit an application for \$500,000 in the State of California Proposition 84 Grant Funds, to be used to conduct a Planning Study and Demonstration Project to evaluate the feasibility of large-scale storm water capture and reuse.
10. **SUBJECT:** PW12-02 Blackstock South Neighborhood Street Improvement Project. (049)
RECOMMENDATION: Approve Project Specification No. PW12-02 for pavement, sidewalk, curb and gutter reconstruction, and replacing street name signs, in the Blackstock South Neighborhood Street Improvement Project (bounded eastward to San Simeon Avenue, westward to Saviers Road, northward to La Canada Avenue, and southward to East Bard Road), and authorize staff to solicit bids.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended with the removal of I-8. (Holden/MacDonald) Ayes: Holden, Pinkard, MacDonald, Flynn, and Ramirez.

COMMUNITY DEVELOPMENT AND HOUSING AUTHORITY

At 8:31 p.m., the joint meetings with the Community Development Commission and Housing Authority concluded.

L. PUBLIC HEARINGS

Mayor Holden opened the public hearing. The City Clerk reported on publication and that there were three written communications received.

Development Services Department

1. **SUBJECT:** Appeal of the Planning Commission's Approval of Special Use Permit No. 11-510-07 to Allow the Sale of Beer and Wine at the 4-Way Meat Market, Located at 508 East Date Street. Filed by Salvador Ayala, 508 East Date Street, Oxnard, CA 93033. (079)
RECOMMENDATION: Adopt **Resolution No. 14,139** approving the appeal and denying the Planning Commission's approval to allow the sale of beer and wine for off-site consumption at the 4-Way Meat Market, located at 508 East Date Street.
DISCUSSION: The Planning and Environmental Services Manager briefly outlined the history and reviewed the request to allow sale of beer and wine for off-site consumption.

George Yin, Attorney representing Oxnard School District, stated his belief that the sale of alcohol near an elementary school may have negative effects to the local community.

Joshua Kaplan, Attorney for applicant, reviewed the alcohol sale request and stated his belief that sale of alcohol would not negatively harm the local community.

The following individuals spoke against allowing the beer and wine license at the market: Jeff Chancer, Superintendent Oxnard School District; Nancy Pederson; Francisco Barba; Harold Ceja; Veronica Robles-Solis; Ernest Morrison, Oxnard School District Trustee; Dennis O'Leary, Oxnard School District Trustee; Ana Del Rio Barba, Oxnard School District Trustee; Rossanna Padilla; Patricia Santa Rosa; Catherine Kagaguchi; Jorge Gutierrez; Debra Cordes; Pat Brown and Jose Torres.

The following individuals spoke in favor of allowing the sale of beer and wine license: Roger de Haro; David T Garcia; Salvador Ayala; Veronica Mendoza; Morey Navarro

Comments were also received from Larry Stein and Bert Perello.

ACTION: Close the public hearing. (Holden/Pinkard) Councilmember Ramirez moved to approved as recommended. The motion died due to lack of second. Moved to approve the appeal and denying upholding the Planning Commission's approval (Pinkard/Holden) Ayes: MacDonald, Flynn, Holden, and Pinkard. Noes: Ramirez.

K. INFORMATION/CONSENT PUBLIC HEARINGS

ACTION: Mayor Holden declared the public hearing open.

DISCUSSION: The City Clerk reported on posting, publication and that there were no written communications received.

Police Department

1. SUBJECT: Supplemental Law Enforcement Services Funds. (077)

RECOMMENDATION: Approve the appropriation of funds in the amount of \$379,006 from the State Supplemental Law Enforcement Services Funds to the Police Department for partial funding of police positions and for upgrades for the department's computer systems.

ACTION: Close the public hearing. (MacDonald/Holden) unanimously. Approved as recommended. (Holden/MacDonald) Ayes: Flynn, Ramirez, Holden, Pinkard, and MacDonald.

M. REPORT OF CITY MANAGER

1. SUBJECT: Pars Supplemental Retirement Benefit Plan. (111)

RECOMMENDATION: Receive and file a report on the City's PARS Supplemental Retirement Benefit Plan.

DISCUSSION: The City Manager reviewed the history of PARS program including changes made to the plan.

Dennis Yu, PARS representative, stated the PARS plan followed federal regulations, contract language, and reviewed benefits of City employees.

Comments were received from: Larry Stein; Steve Nash; and Bert Perello.

ACTION: Reviewed report and provided comments to staff.

2. SUBJECT: Verbal Report on the Future of the Community Development Commission and Redevelopment Activities in the City of Oxnard.

RECOMMENDATION: Consider verbal report and provide direction.

ACTION: Removed from agenda.

O. REPORTSFinance Department

1. SUBJECT: Grow Oxnard Fund. (207)

RECOMMENDATION: Receive a report on the Grow Oxnard Fund and provide direction to staff.

DISCUSSION: The Chief Financial Officer outlined the program including advantages (financing, interest rates, Small Business Loans) and possible funding options.

Mr. Scott Rodde, Director of National Development Council, provided details of the program and stated the City may place requirements on the program, such as being an Oxnard business, having local employment and having a certain target area of the City.

The following individuals provided comments: Nancy Lindholm; Bert Perello; and Steve Kinney.

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

N. CITY COUNCIL BUSINESS COMMITTEE REPORTS

Councilmembers commented on: 1) contact County regarding creating a task force to keep Haas Automation from moving; 2) having a presentation on the sewer bond issue; 3) over-time process of employees; 4) the need to discuss the differences between RFP and RFQ; and 5) security of Sycamore Senior Village housing site.

P. PUBLIC COMMENTS ON REPORTS**Q. APPOINTMENT ITEMS****R. STUDY SESSION****S. PUBLIC COMMENTS ON STUDY SESSION****J. TRANSMITTAL OF INFORMATION ONLY ITEMS****Finance Department**

1. **SUBJECT:** Monthly Budget Status Reports for the Periods Ending November 30, 2011 and December 31, 2011. (051)

RECOMMENDATION: The monthly budget status report for revenues and expenses include both Governmental and Enterprise Funds for the periods ending November 30, 2011 and December 31, 2011. Because these reports include year-end accruals for Fiscal Year 2011, there are timing issues on offsetting revenues and expenditures.

DISCUSSION: Received comments from Larry Stein

ACTION: Reviewed and filed.

T. ADJOURNMENT

At 11:49 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

DR. THOMAS E. HOLDEN
Mayor

MINUTES

OXNARD CITY COUNCIL

Regular Meeting

February 7, 2012

A. ROLL CALL/POSTING OF AGENDA

At 6:02 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Thomas E. Holden, Irene G. Pinkard, Bryan A. MacDonald and Carmen Ramirez were present. Councilmember Timothy B. Flynn was absent. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Holden presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Karen Burnham, Assistant City Manager; Alan Holmberg, City Attorney; Grace Magistrale Hoffman, Deputy City Manager. At 6:03 p.m., Councilmember Timothy B. Flynn was present. .

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

The following individuals provided comments: Irma Lopez; Ray Tejada, LULAC; Steve Nash; Lupe Anguiano; Ralph James; Mohammed Hasan; Bert Perello; and Vincent Stewart.

C. CLOSED SESSION

At 6:24 p.m., the City Council recessed to closed session under Government Code section 54957 to discuss the following: Appointment of Public Employee, Interim City Manager.

At 7:04 p.m., Mayor Holden announced that the Council unanimously appointed Karen Burnham as the Interim City Manager.

D. OPENING CEREMONIES

At 7:04 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence due to a recent earthquake in the Philippines. Mayor Holden presided. Additional staff members present were: Jeri Williams, Police Chief; James Cameron, Chief Financial Officer; Rob Roshanian, Interim Public Works Director; Matthew Winegar, Development Services Director; Kymberly Horner, Redevelopment Services Manager; Grant Dunne, Environmental Resources Management Analyst; Ashley Golden, Senior Planner; and Jason Samonte, Traffic Engineer.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of Commendation to Carnegie Art Museum on the Occasion of its 25th Anniversary. (001)
DISCUSSION: Stacy Roscoe, President Carnegie Art Museum Cornerstone Board and Suzanne Bellah, Executive Director Carnegie Art Museum thanked the Council for recognition.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

The following individuals provided comments: Andres Oroco; Bill Winter; Sofie Rivera; Ed Ellis; Francine Castanon; Morey Navarro; Larry Stein; Pat Brown; Jim Lavery and Bert Perello.

G. REVIEW OF INFORMATION/CONSENT AGENDA

The following staff member provided comments to the City Council: Traffic Engineer (I-4); Interim Public Works Director (I-5 & I-7); Environmental Resources Management Analyst; and Development Services Director;

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

The following individuals provided comments: Pat Brown (I-4); Steve Nash (I-5); Bill Scarpino (I-5); Jean Joneson (I-4).

I. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the City Council for December 6, and 13, 2011. (001)
RECOMMENDATION: Approve.

City Manager Department

2. SUBJECT: Agreements for City Council Review. (015)
RECOMMENDATION: Pursuant to Ordinance 2835, approve and authorize the City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than \$25,000 but less than \$250,000.

Development Services Department

3. SUBJECT: Project Specification No. DS12-05 for Oxnard Transportation Center (OTC) Sign Replacement Project. (017)
RECOMMENDATION: Adopt plans, specifications, and working details for Project Specification No. DS12-05 to replace signs at the OTC at 201 E. Fourth Street and free-standing signs for the OTC at 198 E. Fourth Street (a public parking lot).
4. SUBJECT: Approval to Prepare a Proposition 84 Sustainable Communities Planning Grant Application. (019)
RECOMMENDATION: 1) Adopt **Resolution No. 14,140** authorizing the City Manager to submit a Proposition 84 grant application for a Local Coastal Plan Update in the amount of \$300,000; and 2) Approve special budget appropriation in the amount of the grant, should it be awarded.

Public Works Department

5. SUBJECT: First Amendment to Agreement with TranSystems Corporation for the Evaluation and Work Plan for Repairs and Replacement of Seawalls at the Inland Waterway of the Mandalay Bay District. (023)
RECOMMENDATION: 1) Approve and authorize the Mayor to execute the First Amendment to the Agreement with TranSystems Corporation (A-7390) to increase the amount by \$355,000 from an agreement value of \$287,568 to \$642,568 and to extend the expiration date from February 8,

2012 to February 8, 2013, to assess the condition and develop a work plan for the repair and replacement of seawalls located at the inland waterway of the Mandalay Bay District; and 2) Approve a Special Budget Appropriation of \$277,500 including \$177,500 from the City's General Fund Balance to the Mandalay Waterway District Fund and \$100,000 from the Mandalay Waterway Fund Balance for Phase (B) Investigation of marine engineering services to assess the condition and develop a long term work plan for maintenance and repair of the seawalls.

6. SUBJECT: Agreement for Trade Services with Ashland Hercules Water Technologies for Supply and Delivery of Praestol K144L Polymer to the Wastewater Treatment Plant. (035)

RECOMMENDATION: Approve and authorize the Mayor to execute the Agreement with Ashland Hercules Water Technologies for supply and delivery of Praestol K144L Polymer to the Wastewater Treatment Plant (A-7456). This Agreement is for one year at a cost not to exceed \$275,000, with an option to extend up to two additional one-year terms for a total cost not to exceed \$825,000.

7. SUBJECT: Third Amendment to Agreement for Solid Waste Disposal Services Between the City of Oxnard and Waste Management Incorporated, Simi Valley Landfill. (051)

RECOMMENDATION: Approve and authorize the Mayor to execute the Third Amendment to the Agreement for Solid Waste Disposal Services with Waste Management of California, Incorporated (A-5997) to extend the contract expiration date to January 31, 2013.

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

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

K. INFORMATION/CONSENT PUBLIC HEARINGS

Housing Department

1. SUBJECT: Second Amendment to the FY 2011-2012 Annual Action Plan.

RECOMMENDATION: Continue to February 14, 2012

ACTION: Approved as recommended. (Holden/Pinkard) unanimously.

L. PUBLIC HEARINGS

M. REPORT OF CITY MANAGER

N. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

City Clerk Department

1. SUBJECT: Appointment to Citizen Advisory Groups. (057)

RECOMMENDATION: That the Mayor, with approval of the City Council, appoint four members to the Commission on Homelessness.

DISCUSSION: Received comments from: Bert Perello; Eileen Tracy; Ed Ellis; Steve Nash; Julie Pena; and Francine Castanon.

ACTION: Mayor Holden appointed Francine Castanon, Clarice Couey, David Courtland and Eileen Tracy with Council approval.

Mayor Pro Tem Pinkard commented on: 1) that the Rules and Procedures Committee had completed a draft; 2) the Ventura County Transportation Commission public hearing on public needs; and 3) not having wi-fi service at Main City Library.

Councilman MacDonald reported on: 1) Gold Coast Transportation services; and 2) SCAG reported Regional Housing Needs Allocation (RHNA) numbers.

Councilmember Ramirez commented on: 1) residents responsible of caring for pets (especially pit bulls) and 2) request for information of possible CAG fueling station at Gold Coast station.

O. REPORTS

Development Services Department

1. **SUBJECT:** Adoption of the City of Oxnard Bicycle and Pedestrian Facilities Master Plan (PZ 09-700-01) and Adoption of Negative Declaration No. 11-02. Filed by City of Oxnard. (059)

RECOMMENDATION: Adopt **Resolution No. 14,141** adopting the City of Oxnard Bicycle & Pedestrian Facilities Master Plan and Negative Declaration No. 11-02.

DISCUSSION: The Senior Planner outlined a proposed bicycle and pedestrian master plan including possible funding sources, policies and community comments. Emily Duchon, Alta Planning + Design, reviewed current facilities, proposed options and upgrades of facilities.

The Council provided comments regarding funding, bicycle racks and bicycle safety.

Provided comments: Frank Nilsen

ACTION: Approved as recommended. (Ramirez/Pinkard). Ayes: MacDonald, Flynn, Ramirez, Holden and Pinkard.

2. **SUBJECT:** Adoption of the Santa Clara River Trail Master Plan (PZ 09-700-02), Adoption of Mitigated Negative Declaration No. 11-03, and Authorization to commence negotiations with the County of Ventura (Watershed Protection District) and the Ventura Regional Sanitation District for Joint Use Agreements. Filed by City of Oxnard. (071)

RECOMMENDATION: 1) Adopt **Resolution No. 14,142** adopting the City of Oxnard Santa Clara River Trail Master Plan and Mitigated Negative Declaration No. 11-03; and 2) Authorize staff to commence negotiations with the County of Ventura (Watershed Protection District) and the Ventura Regional Sanitation District for Joint Use Agreements (JUAs) for use of certain flood control areas and land within their jurisdictions/ownership for bicycle and pedestrian facilities in accordance with the Master Plan.

DISCUSSION: The Senior Planner presented the proposed Santa Clara River Travel Master Plan phases, development of plan and possible funding sources.

Provided comments: Frank Nilsen; Gerard Kapuscik; and Bert Perello.

ACTION: Approved as recommended. (Holden/Ramirez). Ayes: Flynn, Ramirez, Holden, Pinkard, and MacDonald.

P. PUBLIC COMMENTS ON REPORTS

Q. APPOINTMENT ITEMS**R. STUDY SESSION**

1. **SUBJECT:** Verbal Report on the Dissolution of the Community Development Commission and Status of Redevelopment Activities in the City of Oxnard.

RECOMMENDATION: Consider verbal report and provide direction.

DISCUSSION: The Interim Redevelopment Services Manager outlined: actions needed to take place; administration costs; displacement of staff; oversight of several projects including affordable housing, streets, Ormond Beach, Downtown lighting and signage project; responsibility of payments and the responsibilities of different boards. The City Attorney and Todd Moody, Special Counsel, reviewed some legal questions of the Council and future actions to take place.

The Council questioned: the responsibility of past CDC agreements; responsibility of payments; personnel costs; the oversight board responsibilities and schedule of events..

The following individuals provided comments: Larry Stein, Bert Perello, Pat Brown and Jim Lavery.

ACTION: Received the report and provided comments. Approved as recommended. (Holden/Ramirez). Ayes: Flynn, Ramirez, Holden, Pinkard, and MacDonald.

S. PUBLIC COMMENTS ON STUDY SESSION**T. ADJOURNMENT**

At 10:19 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

DR. THOMAS E. HOLDEN
Mayor

MINUTES

OXNARD CITY COUNCIL

Regular Meeting
February 14, 2012

A. ROLL CALL/POSTING OF AGENDA

At 7:05 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers concurrently with the Community Development Commission Successor Agency, Housing Authority, and Financing Authority. Councilmembers Thomas E. Holden, Irene G. Pinkard, Bryan A. MacDonald, Timothy B. Flynn and Carmen Ramirez were present. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Holden presided and called the meeting to order.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Staff members present were: Daniel Martinez, City Clerk; Karen Burnham, Interim City Manager; Alan Holmberg, City Attorney; Jeri Williams, Police Chief; James Cameron, Chief Financial Officer; William "Bill" Wilkins, Housing Director; Matthew Winegar, Development Services Director; Rob Roshanian, Interim Public Works Director; Grace Magistrale Hoffman, Deputy City Manager; Martin Erickson, Special Assistant to the City Manager; Christina Aerenlund, Public Information Officer; Cyndi Hookstra, Parks and Facilities Management Analyst; and Kymberly Horner, Redevelopment Services Manager.

E. CEREMONIAL CALENDAR

1. SUBJECT: Employee of the Year Presentation.

DISCUSSION: Christina Aerenlund commented on the work of Martha Guillen who thanked the Council, city staff and family members.

2. SUBJECT: Presentation of Commendation to Salim Rahemtulla, Naval Base Ventura County, for His Dedicated Service.

DISCUSSION: The City Council honored Salim Rahemtulla for his service to the community.

3. SUBJECT: Presentation of Commendation to Captain James J. McHugh on the Occasion of His Retirement from the U.S. Navy.

DISCUSSION: The City Council honored Captain James J. McHugh for his service to the community.

4. SUBJECT: Black History Month.

DISCUSSION: Musa Cotton, African American Reading Room, and LaRita Montgomery, 20th Century Onyx Club were recognized for Black History Month.

ITEMS REMOVED FROM AGENDA

The City Council concurred to remove Item O-1 from the agenda.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

The following individuals provided comments: Harold Ceja; Bert Perello; Martin Jones; Pat Brown; and Abel Magana.

G. REVIEW OF INFORMATION/CONSENT AGENDA

The following staff member provided comments: Chief Financial Officer (I-3, item 3); Cindy Hookstra (I-3, item 4); Deputy City Manager (I-4); Redevelopment Project Manager (I-5); City Attorney (I-5); and Todd Moody, special CDC counsel (I-5).

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

The following individuals provided comments: Pearl Castro (I-4); Ruth Arreola (I-4); Gavriel Teran (I-4); Bert Perello (I-1); Pat Brown (I-4 & I-7); Kaz Iwanoto (I-4); Vince Daly (I-5); and Jack Nicholl (I-4).

I. INFORMATION/CONSENT AGENDACity Attorney Department

1. SUBJECT: Update of Conflict of Interest Code. (001)
RECOMMENDATION: Adopt **Resolution No. 14,143** repealing the current conflict of interest standards and adopting new conflict of interest code to reflect appropriate levels of disclosure and changes in authorized classifications.

City Manager Department

3. SUBJECT: Agreements for City Council Review. (027)
RECOMMENDATION: Approve and authorize the City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than \$25,000 but less than \$250,000.
4. SUBJECT: Ordinance Establishing Tobacco Retailer Permits. (029)
RECOMMENDATION: Approve the first reading by title only and subsequent adoption of **Ordinance No. 2854** establishing a local licensing system for tobacco retailers.

Public Works Department

6. SUBJECT: Proposition 1B Funds for Local Street Improvement. (053)
RECOMMENDATION: 1) Approve the reallocation of available Proposition 1B funds from the completed projects of Bartolo Square North Neighborhood Resurfacing Project, Bartolo Square South Neighborhood Resurfacing Project and the Cal-Gisler Neighborhood Resurfacing Project to

the Wooley Road Resurfacing Project and the Sea Air Neighborhood Resurfacing Project; 2) Adopt **Resolution No. 14,144** allocating Proposition 1B funds in the amount of \$6,041,133 to the Sea Air Neighborhood, Bartolo Square North Neighborhood, Bartolo Square South Neighborhood and Cal-Gisler Neighborhood and Wooley Road street resurfacing projects; and 3) Approve the appropriation of available Proposition 1B funds in the amount of \$1,592,821 from the completed projects of Bartolo Square North Neighborhood Resurfacing Project, Bartolo Square South Neighborhood Resurfacing Project and the Cal-Gisler Neighborhood Resurfacing Project to the Wooley Road Resurfacing Project and to the Sea Air Neighborhood Project.

7. **SUBJECT:** Agreement with Ventura County Railroad for Grade Crossing Improvements. (059)
RECOMMENDATION: Approve and authorize the Mayor to execute an agreement with Ventura County Railroad (VCRR) (A-7471) in the amount of \$594,000 to improve the existing grade crossings at the intersections of Wooley Road and Oxnard Boulevard, Wooley Road and Commercial Avenue, and Wooley Road and Richmond Avenue.
8. **SUBJECT:** Resolution Authorizing Grant Application for Senior Nutrition Program
RECOMMENDATION: Adopt **Resolution No. 14,145** authorizing the Recreation Supervisor to submit a grant applicant for the FY 12/13

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

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

K. INFORMATION/CONSENT PUBLIC HEARINGS

Housing Department

1. **SUBJECT:** Second Amendment to the FY 2011-2012 Annual Action Plan.
RECOMMENDATION: Continue to March 6, 2012
ACTION: Approve as recommended, unanimously.

L. PUBLIC HEARINGS

M. REPORT OF CITY MANAGER

The Interim City Manager commented on the process of placing Spanish translation within the Council chambers; request of railroad crossing being closed at Oxnard Boulevard and Gonzales Road. The City Council expressed concerns that enough time notice was provided to the community regarding the closing of the major intersection.

N. CITY COUNCIL/BUSINESS/COMMITTEE REPORTS

2. **SUBJECT:** Cancellation of the Regular Meetings Scheduled for February 28, 2012. (065)
RECOMMENDATION: Cancel their regular meetings scheduled for February 28, 2012.
ACTION: Approve recommendation (Holden/Pinkard), unanimously.

The City Council commented on: the League of California Cities (Channel Counties Division) would be discussing the RDA transition and revenue issues; opening of a Veteran Center at Oxnard College; RDA impact on General Fund; Fire Department's exercise at Wagon Wheel; attendance of National Alliance to End Homeless Among Families and Youth Conference; attending National League of Cities (addressing local FEMA issues); upcoming Council retreat; and public health smoking issues.

COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY/ HOUSING
AUTHORITY/FINANCING AUTHORITY

At 9:21 p.m. the joint meetings with the Community Development Commission Successor Agency, Housing Authority, and Financing Authority concluded.

O. REPORTS

Community Development Department

1. SUBJECT: Appointments to Redevelopment Agency Dissolution Oversight Board. (067)
RECOMMENDATION: 1) That the Mayor, with the approval of City Council, pursuant to the provisions of Health and Safety Code section 34179(a)(2), appoint a member to the Oversight Board established pursuant to the provisions of Health and Safety Code section 34179(a); and 2) That the Mayor, with the approval of City Council, pursuant to the provisions of Health and Safety Code section 34179(a)(7), a member of the Service Employees International Union, Local 721, to the Oversight Board as the member from the recognized employee organization representing the largest number of former Community Development Commission employees employed by the successor agency.

ACTION: The City Council concurred to remove this item from the agenda.

P. PUBLIC COMMENTS ON REPORTS

Q. APPOINTMENT ITEMS

R. STUDY SESSION

S. PUBLIC COMMENTS ON STUDY SESSION

T. ADJOURNMENT

At 9:21 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

DR. THOMAS E. HOLDEN
Mayor



Meeting Date: 3/06/12

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

Prepared By: Karen R. Bunham, Interim City Manager

Agenda Item No. **I-2**

Reviewed By: City Manager SLB City Attorney _____

Finance _____

Other (Specify) _____

DATE: March 1, 2012

TO: City Council

FROM: Karen R. Burnham, Interim City Manager
City Manager's Office

SUBJECT: Agreements for City Council Review

RECOMMENDATION

That City Council, pursuant to Ordinance 2835, 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 after 8:00 a.m. on Monday prior to the Council meeting.

COUNCIL MEETING OF MARCH 6, 2012					
Item No.	Type	Department/Contact	Vendor/Agreement No.	Description/Purpose	Amount
1	Amendment	General Services	Dougherty & Dougherty	East Village Park Project	\$5,000
		Ralph Alamillo	Agreement No. 4563-08-CM	Modifications for additional landscape planting	
		385-7821		and irrigation adjacent to the revised fence for the project	
				Total Contract Amount: \$119,625	
				Funding Source: Measure "O" Funds	
2	Change Order	General Services	C.S. Legacy Construction	College Park Improvements Phase 1C	\$34,442
		Ralph Alamillo	Agreement No. A-7379	Add lights at various locations and Verizon conduits and lines	
		385-7821		Total Contract Amount: 10,136,078	
				Funding Source: Measure "O" Funds	
3	Amendment	General Services	RA-DA Design & Architecture	Campus Park Project	\$199,800
		Ralph Alamillo	Agreement No 5637-11-CM	Design for Campus Park Gym wings interior and two-story building remodel.	
		385-7821		Total Contract Amount: \$199,800	
				Funding Source: CDBG Funds	
4	Agreement	General Services	Lauterbach & Associates	On-Call Design Architectural Services -	\$250,000
		Patricia Friend	Agreement No 5657-11-CM	Multi-Year Option to Renew	
		385-7821		Total Contract Amount: \$250,000	
				Funding Source: by Project	
5	Amendment	City Manager's Office	Granicus, Inc.	City Council Video Streaming	\$54,000
		Tom Clock	Agreement No. 3706-05-CM	Provide monthly managed services for streaming video of City Council meetings.	
		385-7558		Total Contract Amount: \$100,800	
				Funding Source: Internal Service Fund	
6	Agreement	City Manager's Office	Lourdes Campbell & Associates	Agreement for Professional Services	\$28,000
		Grace Magistrale Hoffman	Agreement No. 5705-12-CM	Provide translation and interpreter services over three years for community meetings for the Oxnard Alliance for Community Strength	
		385-7430		Total Contract Amount: \$28,000	
				Funding Source: Measure "O" Funds	
7	Purchase Order	Police Department	MJP Computers	Keyboards/Tough notebooks	\$69,986
		Keith Brooks	PO#3968	Piggyback on CMAS contract	
		385-7597		Total Contract Amount: \$69,986	
				Funding Source: Measure "O" Funds	
8	Agreement	City Attorney's Office	Brownstein Hyatt Farber & Schreck, LLP	Attorney Services Agreement	\$60,000
		Alan Holmberg	Agreement No. 5373-11-CA	Legal services in connection with the GREAT Program and other related water issues	
		385-7483		Total Contract Amount: \$240,000	
				Funding Source: Water Fund	
9	Amendment	Affordable Housing	Omega Construction Company	Lead-based Paint & Asbestos	\$9,050
		Ruth Johnson Hopkins	A-7473	Abatement of NSP Property located at 1250 Azalea Street	
		385-8096		Total Contract Amount: \$140,530	
				Funding Source: Neighborhood Stabilization Program	

COUNCIL MEETING OF MARCH 6, 2012					
Item No.	Type	Department/Contact	Vendor/Agreement No.	Description/Purpose	Amount
10	Amendment	City Clerk	Diversified Information Technologies	Off-Site Records Storage	\$20,000
		Daniel Martinez	Agreement No. 4035-06-DS	Storage of City records.	
		385-7803		Total Contract Amount: \$80,000	
				Funding Source: Each Department	

ORDINANCE OF THE CITY OF OXNARD

ORDINANCE NO. 2854ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD
ADDING ARTICLE XIV TO CHAPTER 11 OF THE OXNARD CITY
CODE CONCERNING TOBACCO RETAILER PERMITS

The City Council of the City of Oxnard makes the following findings:

1. The failure of tobacco retailers to comply with all tobacco control laws, particularly laws prohibiting the sale of tobacco products to minors, presents an imminent threat to the public health, safety, and welfare of the residents of the City of Oxnard.

2. A local licensing system for tobacco retailers is appropriate to ensure that retailers comply with tobacco control laws and business standards of the City of Oxnard to protect the health, safety, and welfare of our residents.

3. The California Legislature has recognized the danger of tobacco use and has made reducing youth access to tobacco products a high priority, as evidenced by the following facts:

- The Legislature has declared that smoking is the single most important source of preventable disease and premature death in California (Cal. Health & Safety Code § 118950).
- State law prohibits the sale or furnishing of cigarettes, tobacco products, and smoking paraphernalia to minors, as well as the purchase, receipt, or possession of tobacco products by minors (Cal. Pen. Code § 308).
- State law requires that tobacco retailers check the identification of tobacco purchasers who reasonably appear to be under 18 years of age (Cal. Bus. & Prof. Code § 22956) and provides procedures for using minors to conduct onsite compliance checks of tobacco retailers (Cal. Bus. & Prof. Code § 22952).
- State law prohibits the sale of tobacco products and paraphernalia through self-services displays with limited exceptions for tobacco stores (Cal. Bus. & Prof. Code § 22960).
- State law prohibits the sale of "bidis" (hand-rolled filter-less cigarettes imported primarily from India and Southeast Asian countries) except in adult-only establishments (Cal. Pen. Code § 308.1).
- State law prohibits the manufacture, distribution, or sale of cigarettes in packages of less than 20 and prohibits the manufacture, distribution, or

sale of “roll-your-own” tobacco in packages containing less than 0.60 ounces of tobacco (Cal. Pen. Code § 308.3).

4. State law requires all tobacco retailers to be licensed by the Board of Equalization primarily to curb the illegal sale and distribution of cigarettes due to tax evasion and counterfeiting (Cal. Bus. & Prof. Code §§ 22970.1, 22972).

5. State law explicitly permits cities and counties to enact local tobacco retail licensing ordinances and allows for the suspension or revocation of a local license for a violation of any state tobacco control law (Cal. Bus. & Prof. Code § 22971.3).

6. Despite the state’s efforts to limit youth access to tobacco, minors are still able to access cigarettes, as evidenced by the following facts:

- Each day, more than 3,500 children under 18 years of age smoke their first cigarette, and each day approximately 1,000 children under 18 years of age begin to smoke daily.
- Ninety percent of all adult smokers begin while in their teens, or earlier, and two-thirds become regular, daily smokers before they reach the age of 19.
- 20.1% of high school students are current smokers by the time they leave high school.
- Smoking during youth is associated with an increased likelihood of using illegal drugs.

7. Approximately 78 cities and counties in California have passed tobacco retailer licensing ordinances in an effort to stop minors from smoking.

8. Surveys show that rates of illegal tobacco sales to minors have decreased in California communities which have passed strong retailer licensing ordinances.

9. In the City of Oxnard, tobacco retailers continue to sell tobacco to underage consumers, as evidenced by the following facts:

- From July 2009 to April 2010 the Ventura County Public Health Tobacco Education Program partnered with the Oxnard Revival Center to conduct Youth Purchase Surveys in the City of Oxnard to gather data on compliance rates.
- Of the 146 tobacco retailers surveyed, 38 sold tobacco products to youths, resulting in a 26% sales rate.

- In 71% of the attempts, the youths were not asked their age, and in 24%, they were not asked for identification.

10. A requirement for a tobacco retailer permit will not unduly burden legitimate business activities of retailers who sell or distribute cigarettes or other tobacco products to adults but will allow the City of Oxnard to regulate the operation of lawful businesses to discourage violations of federal, state, and local tobacco-related laws.

11. The City of Oxnard has a substantial interest in promoting compliance with federal, state, and local laws intended to regulate tobacco sales and use, in discouraging the illegal purchase of tobacco products by minors, in promoting compliance with laws prohibiting sales of cigarettes and tobacco products to minors, and in protecting children from being lured into illegal activity through the misconduct of adults.

NOW THEREFORE, because it is the intent of the City Council of the City of Oxnard, in enacting this ordinance, to ensure compliance with the business standards and practices of the City of Oxnard and to encourage responsible tobacco retailing and to discourage violations of tobacco-related laws, especially those which prohibit or discourage the sale or distribution of tobacco and nicotine products to minors, but not to expand or reduce the degree to which the acts regulated by federal or state law are criminally proscribed or to alter the penalties provided therein, the City Council of the City of Oxnard does ordain as follows:

Part 1. Article XIV is hereby added to Chapter 11 of the Oxnard City Code to read as follows:

“ARTICLE XIV. TOBACCO RETAILERS

SEC. 11-370. DEFINITIONS.

For the purposes of this article, the following words shall have the following meanings:

(A) **ARM’S LENGTH TRANSACTION** – A sale in good faith and for valuable consideration that reflects the fair market value in the open market between two informed and willing parties, neither of which is under any compulsion to participate in the transaction. A sale between relatives, related companies or partners, or a sale for which a significant purpose is avoiding the effect of the violations of the article is not an Arm’s Length Transaction.

(B) **COLLECTOR** – The city treasurer or designee.

(C) **PERSON** – Any natural person, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other legal entity.

(D) PROPRIETOR – A person with an ownership or managerial interest in a business. An ownership interest shall be deemed to exist when a person has a ten percent (10%) or greater interest in the stock, assets, or income of a business other than the sole interest of security for debt. A managerial interest shall be deemed to exist when a person can or does have or share ultimate control over the day-to-day operations of a business.

(E) SELF-SERVICE DISPLAY – The open display or storage of tobacco products or tobacco paraphernalia in a manner that is physically accessible in any way to the general public without the assistance of the retailer or employee of the retailer and a direct person-to-person transfer between the purchaser and the retailer or employee of the retailer. A vending machine is a form of self-service-display.

(F) SMOKING – Possessing a lighted tobacco product, lighted tobacco paraphernalia, or any other lighted weed or plant (including a lighted pipe, cigar, hookah pipe, or cigarette of any kind) and the lighting of a tobacco product, tobacco paraphernalia, or any other weed or plant (including a pipe, cigar, hookah pipe, or cigarette of any kind).

(G) TOBACCO PARAPHERNALIA – Cigarette papers or wrappers, pipes, holders of smoking materials of all types, cigarette rolling machines, and any other item designed for the smoking, preparation, storing, or consumption of tobacco products.

(H) TOBACCO PRODUCT – Any substance containing tobacco leaf, including but not limited to cigarettes, e-cigarettes, cigars, pipe tobacco, hookah tobacco, snuff, chewing tobacco, dipping tobacco, snus, bidis, or any other preparation of tobacco; and any product or formulation of matter containing biologically active amounts of nicotine that is manufactured, sold, offered for sale, or otherwise distributed with the expectation that the product or matter will be introduced into the human body, but does not include any cessation product specifically approved by the United States Food and Drug Administration for use in treating nicotine or tobacco dependence.

(I) TOBACCO RETAILER – Any person who sells, offers for sale, or does or offers to exchange for any form of consideration, tobacco, tobacco products, or tobacco paraphernalia.

(J) TOBACCO RETAILING – Selling, offering for sale, or exchanging or offering to exchange for any form of consideration, tobacco, tobacco products, or tobacco paraphernalia without regard to the quantity of tobacco, tobacco products, or tobacco paraphernalia sold, offered for sale, exchanged, or offered for exchange.

SEC. 11-371. TOBACCO RETAILER PERMIT REQUIRED; COMPLIANCE WITH OTHER LAWS.

(A) No person shall act as a tobacco retailer without first obtaining and maintaining a valid tobacco retailer's permit pursuant to this article for each location at which such activity is to occur.

(B) Each tobacco retailer permit shall be posted in a conspicuous public location at the place of business for which the permit has been issued.

(C) A business tax certificate shall be obtained pursuant to section 11-4 of this code before any permit is issued pursuant to this section. The issuance of a permit shall not eliminate compliance with any other requirements, including the requirement for another permit, certificate or clearance, imposed by any other local, state, or federal rule, regulation, or law.

SEC. 11-372. TERM; FEES.

(A) A tobacco retailer permit shall be valid for 12 months from the date of issuance or as indicated on the permit and shall specify the location where tobacco retailing may be held.

(B) Fees for such permits shall be established by resolution of the city council.

SEC. 11-373. RESTRICTIONS.

(A) No person engaged in tobacco retailing shall sell or transfer a tobacco product or tobacco paraphernalia to another person who appears to be under the age of twenty-seven (27) years without first examining the identification of the recipient to confirm that the recipient is at least the minimum age under state law to purchase and possess the tobacco product or tobacco paraphernalia.

(B) No person who is younger than the minimum age established by state law for the purchase or possession of tobacco products shall engage in tobacco retailing.

(C) Tobacco retailing by means of a self-service display is prohibited.

(D) A tobacco retailer or proprietor without a valid tobacco retailer permit shall comply with the following requirements:

(1) All tobacco products and tobacco paraphernalia shall be kept out of public view.

(2) Advertisements relating to tobacco products or tobacco paraphernalia that promote the sale or distribution of such products from the tobacco retailer's location or that could lead a reasonable consumer to believe that such products can be obtained at that location shall not be displayed.

(E) Tobacco retailing at other than a fixed location is prohibited.

SEC. 11-374. PERMIT APPLICATION PROCEDURES.

(A) An application for a tobacco retailer permit shall be submitted on a form supplied by the collector, signed by each proprietor or an authorized agent thereof, and shall contain the following information:

(1) The name, title, address, and telephone number of each proprietor of the business seeking a permit.

(2) The business name, address, and telephone number of the single fixed location for which a permit is sought.

(3) A single name and mailing address authorized by each proprietor to receive all communications and notices required by, authorized by, or convenient to the enforcement of this article.

(4) Proof that the location for which a tobacco retailer permit is sought has been issued a valid state tobacco retailer's license by the California Board of Equalization, if applicable.

(5) The dates and locations of any admitted violations of this article or of any tobacco permit requirement by any proprietor or any agent of the proprietor and the dates and locations of any violations of this article or of any tobacco permit requirement found to have been committed by any proprietor or any agent of the proprietor within the previous five years.

(6) Such other information as the collector deems necessary for the administration or enforcement of this article as specified on the application form required by this section.

(B) A permitted tobacco retailer shall inform the collector in writing of any change in the information submitted on an application for a tobacco retailer permit within 10 business days of such change.

SEC. 11-375. ISSUANCE OF PERMIT.

Upon receipt of a completed application for a tobacco retailer permit and the applicable permit fee, the collector shall issue a permit, after receiving input from appropriate city departments, unless substantial evidence demonstrates that one or more of the following bases for denial exists:

(A) The information presented in the application is inaccurate or false.

(B) The application seeks authorization for tobacco retailing at a location for which this article prohibits issuance of tobacco retailer permits. This subsection shall not constitute a basis for denial of a permit if the applicant provides to the collector

documentation demonstrating by clear and convincing evidence that the applicant has acquired or is acquiring the location or business in an arm's length transaction.

(C) The application seeks authorization for tobacco retailing for a proprietor to whom this article prohibits a permit to be issued.

(D) The application seeks authorization for tobacco retailing that is prohibited pursuant to this article, that is unlawful pursuant to this code, or that is unlawful pursuant to any other law.

SEC. 11-376. PERMIT RENEWAL.

(A) An application for the renewal of a tobacco retailer permit shall be submitted to the collector, along with the permit renewal fee as established by resolution of the city council, no later than 30 days prior to the expiration of the permit.

(B) A tobacco retailer permit that is not timely renewed shall expire at the end of its term. To renew a permit not timely renewed pursuant to subsection (A) of this section, the proprietor(s) must provide the following:

(1) An application for a new tobacco retailer permit along with the new application permit fee as established by resolution of the city council; and

(2) A signed affidavit affirming that the proprietor has not sold and will not sell any tobacco product or tobacco paraphernalia after the permit expiration date and before a new permit is issued or has waited the appropriate ineligibility period established for tobacco retailing without a permit, as set forth in section 11-379 of this code, before seeking a new permit.

SEC. 11-377. PERMITS NONTRANSFERABLE.

(A) A tobacco retailer permit may not be transferred from one person to another or from one location to another.

(B) A new tobacco retailer permit is required when a tobacco retailing location has a change in proprietor.

(C) Notwithstanding any other provision of this article, prior violations at a location shall continue to be counted against a location and permit ineligibility periods shall continue to apply to a location unless:

(1) The location has been fully transferred to a new proprietor or fully transferred to entirely new proprietors; and

(2) The new proprietor or proprietors provide the collector with clear and convincing evidence that the new proprietor or proprietors have acquired or are acquiring the location in an arm's length transaction.

SEC. 11-378. MODIFICATION, SUSPENSION, OR REVOCATION OF PERMIT.

(A) In addition to any other penalty authorized by law, a tobacco retailer permit may be modified, suspended, or revoked by the collector, after notice and an opportunity to be heard as set forth in article V of chapter 1 of this code, for failure of the permittee, or any of the permittee's agents or employees, to comply with applicable local, state, or federal rules, regulations, or laws concerning tobacco retailing, based on matters occurring after the permit is issued or on matters not considered at the time of issuance of the permit that would have authorized denial of the permit or the imposition of conditions on the permit.

(B) Any person, including a city officer or employee, may file with the collector a written request for revocation, suspension, or modification of a tobacco retailer permit, stating facts showing that the permittee, or any of the permittee's agents or employees, failed to comply with applicable rules, laws, regulations, or permit conditions.

(C) If the request is filed by a city officer or employee on behalf of a city department, the request shall be accompanied by a written report, stating wherein the permittee, or any of the permittee's agents or employees, has not complied with applicable rules, laws, regulations, or permit conditions and recommending that the tobacco retailer permit be revoked, suspended, or in what respect the permit should be modified.

(D) After revocation, no new permit may issue for the same location until the following time:

(1) Thirty (30) days from the date of revocation for a first violation at a location within any five year period.

(2) Sixty (60) days from the date of revocation for a second violation at a location within any five year period.

(3) Ninety (90) days from the date of revocation for a third violation at a location within any five year period.

(4) One (1) year from the date of revocation for a fourth or any subsequent violation at a location within any five year period.

(E) A tobacco retailer permit shall be revoked if the collector finds, after the permittee is afforded notice and an opportunity to be heard as set forth in article V of chapter 1 of this code, that one or more of the bases for denial of a permit under section

11-375 of this code existed at the time application was made or at any time before the permit issued. The decision by the collector shall be final.

SEC. 11-379. TOBACCO RETAILING WITHOUT A PERMIT.

(A) In addition to any other penalty authorized by law, if a court of competent jurisdiction determines, or the collector finds based on a preponderance of evidence, after notice and an opportunity to be heard as set forth in article V of chapter 1 of this code, that any person has engaged in tobacco retailing at a location without a valid tobacco retailer permit, either directly or through the person's agents or employees, the person shall be ineligible to apply for, or to be issued, a tobacco retailing permit as follows:

(1) After a first violation of this section at a location within any five year period, no new permit may issue for the person or the location, unless ownership of the business at the location has been transferred in an arm's length transaction, until 30 days have passed from the date of the violation.

(2) After a second violation of this section at a location within any five year period, no new permit may issue for the person or the location, unless ownership of the business at the location has been transferred in an arm's length transaction, until 90 days have passed from the date of violation.

(3) After a third or subsequent violation of this section at a location within any five year period, no new permit may issue for the person or the location, unless ownership of the business at the location has been transferred in an arm's length transaction, until one year has passed from the date of the violation.

(B) Tobacco products and/or tobacco paraphernalia offered for sale or exchange in violation of this section are subject to seizure by the collector or any peace officer and shall be forfeited after the permittee and any other owner of the tobacco products and/or tobacco paraphernalia seized is given reasonable notice and an opportunity to demonstrate, as set forth in article V of chapter 1 of this code, that the tobacco products and/or tobacco paraphernalia were not offered for sale or exchange in violation of this article. Forfeited tobacco products and/or tobacco paraphernalia shall be destroyed after all internal appeals have been exhausted and the time in which to seek judicial review pursuant to California Code of Civil Procedure section 1094.6 or other applicable law has expired without the filing of a lawsuit, or if such a suit is final, after judgment in that suit becomes final.

SEC. 11-380. ENFORCEMENT.

(A) The remedies provided by this article are cumulative and in addition to any other remedies available at law or in equity.

(B) Whenever evidence of a violation of this article is obtained in any part through the participation of a person under the age of eighteen (18) years old, such a

person shall not be required to appear or give testimony in any civil or administrative process brought to enforce this article and the alleged violation shall be adjudicated based upon the sufficiency and persuasiveness of the evidence presented.

(C) Violations of this article are hereby declared to be public nuisances.

(D) In addition to other remedies provided by this article or by other law, any violation of this article may be remedied by a civil action brought by the City Attorney, including, but not limited to, administrative or judicial nuisance abatement proceedings, civil or criminal code enforcement proceedings, and suits for injunctive relief."

Part 2. Within 15 days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation within the city. Ordinance No. ____ was first read on ____, 20__ and finally adopted on ____, 20__ to become effective thirty days thereafter.

AYES:

NOES:

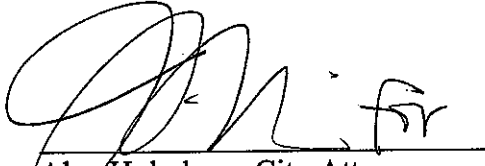
ABSENT:

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney
2.8.12



Meeting Date: 03 / 06 / 12

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

Prepared By: Ralph Alamillo *RA*Agenda Item No. **I-4**Reviewed By: City Manager *ZRB*City Attorney *SMF*Finance *JC*

Other (Specify) _____

DATE: February 24, 2012**TO:** City Council**FROM:** Michael Henderson, Superintendent
City Manager General Services *MH***SUBJECT:** Change Order No. 8 for College Park Improvements –Phase 1C Project**RECOMMENDATION**

That City Council approve and authorize the Mayor to execute Change Order No. 8 in the amount of \$311,552.42 for the removal and replacement of the existing south parking lot at College Park Phase 1C Project. The original contract amount was \$11,066,475 and with the reduction of bid items and added changes the current amount is \$10,136,078.46. This Change Order will bring new amount to \$10,447,630.88.

DISCUSSION

College Park was originally built in the late 1970's early 1980's by the County of Ventura; Ownership of the 75 acre property was transferred to the City in the year 2000. This Site has not had any renovations to the existing structures, features and parking lots. The only improvements have been for Phase 1A which included a tot lot, basketball courts, restrooms, and parking lot in 2008. The improvements for Phase 1B in 2009 were a dog park, volleyball courts, picnic areas, parking lot and perimeter road. Currently Phase 1C is near completion and consists of five soccer fields, restrooms, concession and maintenance buildings, wetland area improvements, and parking lot extension and perimeter road. The existing parking lot located on the south side of the park and east of the skate park is in bad condition and it appears that there has not been any type of maintenance through the years since it was built. The recommendation to remove the existing asphalt and replace it with new asphalt will ensure that the life span of the parking lot will be maximized and will benefit the City in the long run.

FINANCIAL IMPACT

The funds are available from project no. 055703, account 104-5723-826.86-04.

MH/pcf

Attachment #1 – Change Order #8



1060 Pacific Ave., Bldg. 3, Oxnard, CA 93030

[X] CONTR ADMIN
[X] ACCOUNTING
[X] CONTRACTOR
[X] PURCHASING SERVICE
[X] CONTRACT INSPECTION

Phone: (805) 385-8341
Fax: (805) 385-8360

CHANGE ORDER NO. CO008

PROJECT: College Park Imp.-Ph. 1C

DATE: 2/9/2012

TO: Gregg Strumpf
C.S. Legacy Construction, Inc.
13263 Yorba Ave.
Chino, CA 91710
Phone: 909-590-2626
Fax: 909-590-4117

SPEC NO: GS09-11

CONTRACT NO: A-7379

P.O. NO: 3737 / 3738

Acct No: 104-5723-826-8604

Proj No: 055703

Amt: \$311,552.42 100%

Total Amount: \$311,552.42 100%

You are hereby directed to make the following changes in this contract:

DESCRIPTION:

CO#8-City Req.-Parking Lot Resurface

CO#8-City Requested Extra Work-(PCO-43R3)-Complete removal & disposal of AC offsite and replace with new 4" AC; Remove & replace all the v-gutters, curbs and aprons per the provided plans; compact, add base if necessary and replace AC as necessary in order to pave 4" of new AC and Fog Seal the entire Parking Lot. Includes all labor & materials; Contractor is not charging any mark-ups.

REASONS FOR CHANGES:

Field Conditions

Item	Description	Stock#	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00001	Removal, disposal & resurface Parking Lot		1.000		\$311,552.42	0.00%	\$0.00	\$311,552.42

1. Amount of original contract	\$11,066,475.00
2. Sum of prior change orders	(\$930,396.54)
3. Sum of contract prior to this change order	\$10,136,078.46
4. Amount of this change order	\$311,552.42
5. Sum of contract including this change order	\$10,447,630.88
Contract time will be changed by	108 days
Completion date of this change order is	3/31/2012

ACCEPTED:

City Council/Mayor

Date

Contractor

Date

Attest: City Clerk

Date

N/A

Project Manager

Date

Director of Public Works

Date

City Engineer

Date

Contract Compliance Review Committee

Date

Administrative Services

Date

Budget/Grants

Date

Dept/Section/Purchasing Agent

Date

City Manager

Date

Expedition

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ATTACHMENT NO. 1

PAGE 1 OF 1



Meeting Date: 03 / 06 / 12

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

Prepared By: Ralph Alamillo *pl* Agenda Item No. I-5
 Reviewed By: City Manager *YRB* City Attorney *SMF* Finance *Jul* Other (Specify) _____

DATE: February 21, 2012

TO: City Council

FROM: Michael Henderson, General Services Superintendent
 City Manager Department *MH*

SUBJECT: First Amendment to Agreement No. A-7425 for On-Call Engineering Services with Penfield & Smith Engineering

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a First Amendment to Agreement A-7425 for On-Call Engineering Services provided by Penfield & Smith Engineering to increase the not-to-exceed amount from \$250,000 to \$500,000, and extend the expiration date to August 31, 2013.

DISCUSSION

It was determined that many small projects within the City required the services of a licensed engineering firm to allow a set of plans be approved through the City's plan check process. In 2011, the City General Services Division issued an RFP to select an on-call engineering service for the City. The City received and reviewed six firms and Penfield & Smith Engineering was selected. A multi-year agreement with options to renew and a not to exceed \$250,000 amount was issued to them in July, 2011. This first amendment is a request to revise the not-to-exceed amount from \$250,000 to \$500,000 and to extend the expiration date to August 31, 2013.

FINANCIAL IMPACT

This is a city-wide use agreement and funds are allocated by various departments for the services on a project by project basis.

MH/pcf

Attachment #1 - First Amendment
 #2 - Original Agreement

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 31st day of January, 2012, by and between the City of Oxnard, a municipal corporation ("City"), and Penfield & Smith Engineers ("Consultant"). This First Amendment amends the Agreement entered into on July 12, 2011, by City and Consultant.

City and Consultant agree as follows:

1. In Section 12 of the Agreement, the term 'will expire on August 31, 2012' is deleted and replaced with 'will expire on August 31, 2013'.
2. In Section 14 of the Agreement, the amount not exceed '\$250,000' is deleted and replaced with '\$500,000.00'.
3. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

PENFIELD & SMITH ENGINEERS

Dr. Thomas E. Holden, Mayor

Hady Izadpanah, P.E., President & CEO

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Alan Holmberg, City Attorney

James Cameron, Risk Manager

DEPARTMENT APPROVAL AS TO CONTENT AND AMOUNT:

Michael Henderson, Superintendent
CM General Services

Karen Burnham, Interim City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 12th day of July, 2011, by and between the City of Oxnard, a municipal corporation ("City"), and Penfield & Smith Engineers ("Consultant").

WHEREAS, City desires to hire Consultant to perform certain professional services specified herein as either Civil, Structural Engineering and Land Surveying Services; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services:

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in Exhibit A attached hereto and incorporated by this reference in full herein.

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the services described herein.

3. Standard of Performance

Consultant agrees to undertake and complete these services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine. Consultant agrees that performing such services will not materially interfere with services to be performed for the City.

5. Coordination of Services

All services are to be coordinated with Project Manager, subject to the direction of the City Manager or Department Manager.

6. Place of Work

Consultant shall perform the services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Correction of Errors

Consultant agrees to correct, at its expense, all errors which may be disclosed during review of Consultant's services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

8. Time for Performance

All services performed under this Agreement shall be completed pursuant to a schedule provided by the Consultant and approved by the City for each of the assignments. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Sal Contreras, Senior Engineer as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of services under this Agreement, including a City business license.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform its services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall begin on July 18, 2011, and expire on August 31, 2012. There may be multi-year options to renew this agreement.

13. Termination

a. This Agreement may be terminated by City if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant for the first annual term in an amount not to exceed \$250,000.00 for services provided under this Agreement at rates provided in Exhibit B attached hereto and incorporated by this reference in full herein.

b. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to Consultant's services.

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the services performed by Consultant, its employees, subcontractors, agents and subconsultants.

d. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

e. If any sales tax is due for services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the services and upon submission by Consultant of an invoice delineating the services performed, in a form satisfactory to Manager. The invoice shall identify services by project as specified by Manager.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing services under this Agreement. All expenses incident to the performance of services under this Agreement shall be borne by the

Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such services.

17. Non-Appropriation of Funds

Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("documents and materials") shall be the property of City and shall, upon completion of the services or termination of this Agreement, be delivered to Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten days, all of the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

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

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

21. Indemnity

Consultant agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly out of, pertain to, or relate to the negligence, recklessness, or willful misconduct from any acts or omissions of Consultant related to this Agreement as performed by Consultant or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Consultant's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, or passive negligence.

22. Insurance

a. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages as specified in Exhibit INS A, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.

b. Consultant shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS A. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS A.

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

23. Independent Contractor

a. City and Consultant agree that in the performance of the services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

24. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

25. Conflict of Interest

Consultant shall promptly inform Manager of any contract, agreement, arrangement, or interest that Consultant may enter into or have during the performance of this Agreement that may conflict with City's interests. This requirement includes contracts, agreements and arrangements with manufacturers, suppliers, contractors or other clients whose interests might be served by the services performed under this Agreement and Consultant's or Consultant's clients' interest in land that might be affected by the services. Consultant shall take such measures as are necessary in the performance of this Agreement to prevent actual or appearances of conflicts of interest.

26. Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

27. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

28. Fair Employment Practices

a. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not

discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

29. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

31. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

32. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

33. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Consultant pursuant to this Agreement.

34. Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

35. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

36. Counterparts

City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

37. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the services rendered or the amount of Consultant's compensation, the dispute may be submitted to arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

38. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

39. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so, on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so, on behalf of Consultant.

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Penfield & Smith Engineers, 1327 Del Norte Road, Ste. 200, Camarillo, CA 93010, Attention: Sal Contreras.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, General Services PPM, 1060 Pacific Ave., Bldg. 2, Oxnard, California 93030, Attention: Patricia Friend.

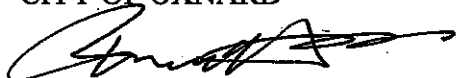
41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

42. Entire Agreement

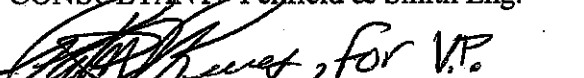
City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CITY OF OXNARD



Dr. Thomas E. Holden, Mayor

CONSULTANT: Penfield & Smith Eng.



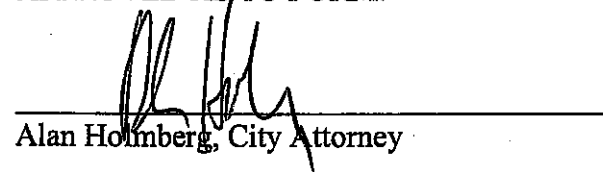
Hady Izadpanah, P.E., President & CEO
PATRICK J REEVES PE, VP

ATTEST:



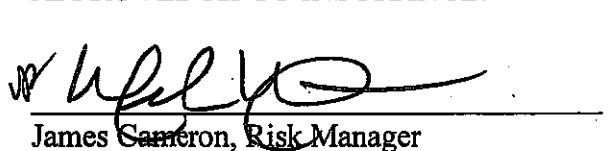
Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:

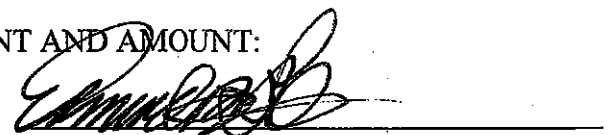


James Cameron, Risk Manager

DEPARTMENT APPROVAL AS TO CONTENT AND AMOUNT:



Michael Henderson, Superintendent
CM General Services



Edmund F. Sotelo, City Manager

Exhibit A

SCOPE OF TYPICAL PROJECT WORK -TASK

The City will assign Task Numbers and shall meet and work with Penfield & Smith to identify a concise description of the individual scope of work to be performed and how Penfield & Smith will complete the Task/Work Scope. It is up to Penfield & Smith to determine the best and most cost-effective method to complete the work so that the project/task can be constructed to the satisfaction of the City. The City and Penfield & Smith will negotiate a lump sum amount based on the agreed upon hourly rates of services for the entire duration of the individual project/task, which will include but not limited to the following services:

- a. Prepare and distribute meeting minutes during design.
- b. Obtain approval of all required permits, City, County, State and Federal.
- c. Design services for all complete design, including during construction, and post construction design services. Assist the City in obtaining all required permits.
- d. Provide quality control.
- e. Perform cost estimates for each milestone.
- f. Perform a constructability analysis.
- g. Construction Services - Review RFI (request for information), submittal, and shop drawings.
- h. Maintain good record keeping.
- i. Provide a schedule of each tasks, and overall design schedule, and construction.
- j. Schedule monthly owner meetings or as necessary during design.
- k. Provide value engineering recommendations to City staff members and architect/engineer.
- l. Keep daily communication or as required with City staff and consultants.
- m. Other duties as may be required by City staff.

EXHIBIT INS-A

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

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

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

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

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

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

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

City of Oxnard
Risk Manager
Reference No. A-7425
300 West Third Street, Suite 302
Oxnard, California 93030

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

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

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

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

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

6/11

ATTACHMENT NO. 2

PAGE 11 OF 15

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

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

Endorsement Forms

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

INS-A.doc

Engineering		Construction Management (Cont.)	
Engineering Technician	\$75	Construction Inspector	\$90
Associate Technician	\$85	Prevailing Wage	\$110
Senior Technician	\$95	Senior Construction Inspector	\$100
Designer	\$110	Prevailing Wage	\$115
Senior Designer	\$120	Chief Inspector/Owner's Rep	\$110
Junior Engineer	\$90	Prevailing Wage	\$120
Assistant Engineer	\$110		
Associate Engineer	\$124	Jordan Gilbert & Bain	
Senior I Engineer	\$134	Principal	\$120
Senior II Engineer	\$144	Project Manager	\$95
Principal Engineer	\$165	Clerical	\$55
Surveying & Mapping		Fountainhead Architects	
Survey Technician	\$80	Principal Architect	\$145
Junior Surveyor	\$90		
Assistant Surveyor	\$100	Budlong & Associates	
Associate Surveyor	\$125	Principal	\$155
Senior I Surveyor	\$140	PM/Sr. Eng/ Sr. Des	\$130
Senior II Surveyor	\$155	Designer	\$120
Principal Surveyor	\$175	Senior Drafter/CAD	\$95
One-Man Survey Crew	\$170	Drafter / CAD	\$80
Prevailing Wage	\$185	Clerical	\$55
Two-Man Survey Crew	\$200		
Prevailing Wage	\$230	Rincon Consultants	
Planning		Principal I	\$165
Planning Technician	\$70	Supervising Sr. Biologist I	\$140
Senior I Planner	\$130	Senior Biologist I	\$105
Senior II Planner	\$140		
Principal Planner	\$160	Collings & Associates	
Assistant Planner	\$100	Principal Engineer	\$140
Associate Planner	\$115	Senior Engineer	\$125
Junior Planner	\$85	Staff Engineer	\$95
		Designer	\$80
		CAD/Drafting	\$70
		Admin	\$45
Construction Management			
Construction Technician	\$90	Li & Associates	
Assistant Construction Manager	\$100	Principal	\$165
Associate Construction Manager	\$124	Vice President	\$155
Senior I Construction Manager	\$134	Project Engineer	\$120
Senior II Construction Manager	\$144	Drafting	\$85
Principal Construction Manager	\$165	Clerical	\$60

Earth Systems

Staff Engineer/Geologist/Scientist	\$95
Project Engineer/Geologist/Scientist	\$95
Principal/Geologist/Scientist	\$110
Laboratory Rates	\$75
Haz.Mat Disposal	Cost+20%

Group I

Field,Solid & Material Tester	\$75
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Group II

Deputy Inspector	\$75
Deputy Grading Inspector	\$75

Group III

Non-Destructive Testing	\$75
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See Attached for Laboratory Rates

General

Technical/Clerical Support	\$65
Outside Consultant	Cost + 10%
Reimbursable Expenses	Cost + 10%

*Rates are to be evaluated and adjusted yearly based on the Bureau of Labor Statistics
Consumer Price Index*

LABORATORY SERVICES
SOIL

Expansion Index: UBC Std 29-2; ASTM D 4829	\$131.00
Swell of Soils: ASTM D 4546 (modified):	
Undisturbed	\$115.00
Remolded to Specific Density	\$143.00
Maximum Density/Optimum Moisture Test: ASTM D 1557 or D 698; CTM 216	
Full Curve (4" Mold)	\$190.00
Full Curve (6" Mold)	\$225.00
Rock Correction for above	\$35.00
Resistance "R" Value of Soils: ASTM D 2844; CTM 301	
Untreated Soils	\$225.00
Soils with Additives	Per Quote
Soil Corrosivity Analysis and Testing	\$211.00
Special Sample Preparation	\$75.00/hour

CONCRETE

Compression Test of Cast Cylinders (all sizes): ASTM C 39	\$17.00
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ASPHALT CONCRETE

Marshall Method: ASTM D 1559 (Set of 3)	\$125.00
Extraction of Oil from A.C. Mixtures: ASTM D 2172 Method And Sieve Analysis of Extracted Aggregate: ASTM D 5444; AASHTO T 30	\$130.00

AGGREGATE BASE

Sieve Analysis: ASTM C 117, C 136; CTM 202	\$230.00
Resistance "R" Value of Aggregate: ASTM D 2844; CTM 301	\$225.00
Sand Equivalent: ASTM D 2419; CTM 217	\$95.00



Meeting Date: 3/6/2012

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

Prepared By: Cynthia Daniels *CD*Agenda Item No. **I-6**Reviewed By: City Manager *gbb*City Attorney *XX*Finance *PC*Other Winegar *Winegar*

DATE: February 27, 2012

TO: City Council

FROM: Cynthia Daniels, Project Manager
Development Services Department *Cynthia Daniels*

SUBJECT: Fifth Amendment to Agreement with WorleyParsons Group, Inc.

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the fifth amendment to the agreement with WorleyParsons Group, Inc. (WP) in the amount of \$370 (a total of \$600,715) to add a laboratory subconsultant (Agreement No. A-6920).

DISCUSSION

The agreement for consulting services with WP was approved by City Council on January 15, 2008 in the amount of \$540,655.10 for the consultant to oversee remediation of the contamination within the soil, groundwater, and soil gas at the gas station at 3025 Santa Clara Avenue within the project area for the Rice Avenue/Santa Clara Avenue interchange improvements at Highway 101. This work is required by the Ventura County Environmental Health Division (LUFT Case File No. C92031). The first amendment approved by City Council on August 21, 2008 increased the contract amount by \$59,125.50 to add work on the groundwater monitoring wells and evaluate the need for dewatering during construction in the project area. The second amendment approved by the City Council on July 7, 2009 added \$564.40 for additional work on the site characterization for the remediation and well abandonments. The third amendment approved by the City Manager on December 21, 2010 extended the termination date to December 31, 2011. The fourth amendment approved by the City Manager on December 28, 2011 extended the termination date to December 31, 2012 and changed the company name to WorleyParsons Group, Inc. The fifth amendment adds a laboratory subconsultant for soil and groundwater testing.

FINANCIAL IMPACT

The total cost of the fifth amendment is \$370.00, for a contract total of \$600,715. There are sufficient funds in Project No. 873114 to fund the request. The project is funded by federal and State grants and reimbursement, a bonded assessment district, and various city funds.

Attachment #1 - Fifth Amendment to Agreement A-6920

FIFTH AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This Fifth Amendment ("Fifth Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2012, by and between the City of Oxnard, a municipal corporation ("City"), and WorleyParsons Group, Inc. ("Consultant"). This Fifth Amendment amends the Agreement entered into on January 15, 2008, by City and Consultant. The Agreement was amended on August 21, 2008 by a First Amendment, on July 7, 2009 by a Second Amendment, on December 21, 2010 by a Third Amendment, and on December 28, 2011 by a Fourth Amendment.

City and Consultant agree that the Agreement is amended as follows:

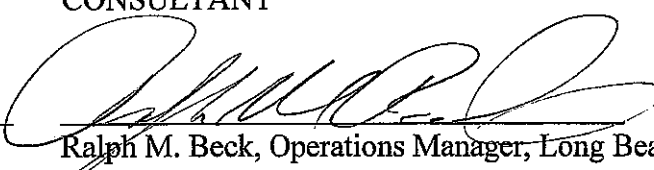
1. Exhibit A is supplemented by Exhibit A-3, attached hereto and incorporated herein by reference. References in the Agreement to Exhibit A shall be deemed to be references to Exhibits A, A-1, A-2, and A-3.
2. Exhibit C is supplemented by Exhibit C-3, attached hereto and incorporated herein by reference. References in the Agreement to Exhibit C shall be deemed to be references to Exhibits C, C-1, C-2, and C-3.
3. In subsection a. of section 14 of the Agreement, the figure "\$600,345" is deleted and replaced with the figure "\$600,715."

City and Consultant agree that as so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

CONSULTANT

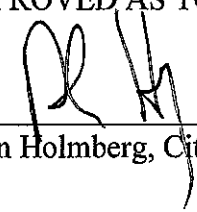
Dr. Thomas E. Holden, Mayor


Ralph M. Beck, Operations Manager, Long Beach

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:



James Cameron, Risk Manager

APPROVED AS TO CONTENT:

A handwritten signature in black ink, appearing to read "Matthew Winegar", written over a horizontal line.

Matthew Winegar, Development Services
Director

APPROVED AS TO AMOUNT:

A handwritten signature in black ink, appearing to read "Karen Burnham", written over a horizontal line.

Karen Burnham, Interim City Manager



WorleyParsons

resources & energy

EXHIBIT A-3

Task 3.4 Bench-Scale Testing

The scope of work in the Agreement is for the City subcontracted laboratory services company to provide laboratory services for bench-scale testing. The City requested WorleyParsons subcontract these services. WorleyParsons subcontracted Weck laboratories to provide these services. These services included soil testing for formaldehyde, and soil and water testing for hexavalent chromium.

EXHIBIT C-3

Admin Fee on Labor Costs	5%
Markup on Other Direct Costs	15%
Markup on Subcontractor Costs	15%

PERSONNEL	Principal	Project Director/ Technical Director	Senior Project Manager/ Senior Technical Director	Project Manager/ Technical Manager	Senior Engineer/ Scientist	Project Engineer/ Scientist	Staff Engineer/ Scientist	LINE TOTAL	Line Item Assumptions, Details, Notes
Rate (\$/HR):	\$ 230.00	\$ 180.00	\$ 165.00	\$ 150.00	\$ 135.00	\$ 120.00	\$ 105.00		
Sub Task	(HRS)	(HRS)	(HRS)	(HRS)	(HRS)	(HRS)	(HRS)		
								0	
								0	
								0	
SUBTOTAL PERSON-HOURS:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
LABOR COST SUBTOTAL:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
ADMIN FEE ON LABOR COSTS:								\$ -	
LABOR COST TOTAL:								\$ -	
OTHER DIRECT COSTS	QUANTITY	RATE	UNIT					SUBTOTAL	
								\$ -	
								\$ -	
								\$ -	
OTHER DIRECT COST SUBTOTAL:								\$ -	
MARKUP ON OTHER DIRECT COST:								\$ -	
OTHER DIRECT COST TOTAL:								\$ -	
SUBCONTRACTOR COSTS	QUANTITY	RATE	UNIT					SUBTOTAL	
Week Laboratories	1	370	lump sum					\$ 370.00	ISCO Bench-Scale Testing: soil formaldehyde by method 8315; soil hexavalent chromium by method 7199; water hexavalent chromium by method 7199
								\$ -	
								\$ -	
SUBCONTRACTOR COST SUBTOTAL:								\$ 370.00	
MARKUP ON SUBCONTRACTOR COST:								\$ -	
SUBCONTRACTOR COST TOTAL:								\$ 370.00	
LABOR COST TOTAL:								\$ -	
OTHER DIRECT COST TOTAL:								\$ -	
SUBCONTRACTOR COST TOTAL:								\$ 370.00	
TASK TOTAL								\$ 370.00	

ATTACHMENT 1
PAGE 4 OF 5

TABLE 1
TASK COST SUMMARY

Task	Labor	ODCs	Subcontractors	Subtotals
Task 3.4: ISCO Bench-Scale Testing	\$ -	\$ -	\$ 370.00	\$ 370.00
Total Cost				\$ 370.00

NOTES:

ODCs - Other Direct Costs

66



Meeting Date: 3/6/12

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

Prepared By: Deborah O'Malia, Disaster Preparedness Coordinator

Agenda Item No. I-7

Reviewed By: City Manager [Signature]

City Attorney [Signature]

Finance [Signature]

Other (Specify) _____

DATE: February 21, 2012

TO: City Council

FROM: Michael O'Malia, Interim Fire Chief
Fire Department

Michael O'Malia

SUBJECT: Authorization to Accept an Award of Emergency Management Performance Grant Funds in the Amount of \$42,481.

RECOMMENDATION

That City Council authorize:

1. The City Manager to accept a grant award in the amount of \$42,481 from California Emergency Management Agency/Ventura County Operational Area;
2. The Chief Financial Officer to appropriate the funds and perform all other required financial actions.

DISCUSSION

The California Emergency Management Agency has approved the County of Ventura's Fiscal Year 2011 Emergency Management Performance Grant application. As a member of the Ventura County Operational Area the City of Oxnard is included as a sub-grantee and has been allocated \$42,481. This award is for the period from 07/1/2011 through 3/31/2012.

The grant allows the City to offset costs for the Disaster Preparedness Coordinator's salary.

FINANCIAL IMPACT

Approval of this recommendation will have no impact on the General Fund Operating Reserve. All expenditures will be reimbursed through the Emergency Management Performance Grant.

This is a reimbursement grant which requires the sub-grantee to provide a dollar-for-dollar match. The grant allows the City to submit existing Disaster Preparedness Coordinator salary costs to meet the requirement of the dollar-for-dollar match.



Meeting Date: 3/6/12

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

Agenda Item No. **I-8**

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

DATE: February 23, 2012

TO: City Council

FROM: Michael O'Malia, Interim Fire Chief *[Signature]*
Fire Department

SUBJECT: Supplemental Award for Urban Area Security Initiative in the Amount of \$134,000

RECOMMENDATION

That City Council:

1. Recognize \$134,000 in grant revenue from the Federal Department of Homeland Security and sub-granted through the State of California.
2. Approve a special budget appropriation in the amount of \$134,000 for the purchase of equipment for the Police/Fire Dive Team and the Fire Department Hazardous Materials Response Team.

DISCUSSION

In 2009, the Oxnard Urban Area Security Initiative (UASI) was established at the direction of the Department of Homeland Security. The Oxnard UASI is comprised of the cities of Oxnard, Ventura, Simi Valley, Camarillo, and it also includes many of the unincorporated areas within Ventura County. The Ventura County Office of Emergency Services (OES) was designated as the administrating agency for any grant awards from the UASI. Ventura County OES is responsible for submission of grant applications, the City of Oxnard is a sub-grantee of the UASI.

The City of Oxnard was awarded a sub-grant from the Urban Area Security Initiative in 2009 in the amount of \$20,000 which was used to purchase radiological monitoring equipment.

In December of 2010, the City of Oxnard received a supplemental award from the 2009 UASI grant in the amount of \$33,334. These funds were used to provide Urban Search and Rescue training for fire department employees.

On January 13, 2012, the City of Oxnard received notification of a supplemental award from the UASI in the amount of \$134,000. The supplemental award funds are to be used for purchase of equipment for the Police/Fire Dive Team and the Fire Department Hazardous Materials Response Team.

FINANCIAL IMPACT

Approval of this recommendation will have no impact on the General Fund Operating Reserve. All expenditures will be reimbursed through the UASI grant. Grant revenue in the amount of \$134,000 will be recognized in Project # 772215.

Attachment No. 1 - Special budget appropriation

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Fire
Project/Program
Manager: Brad Windsor

Date: March 6, 2012
Phone: 385-7708

Reason for Appropriation:

To recognize additional grant revenue of \$134,000 from the Department of Homeland Security which is subgrant through the State of California for equipment & materials related to infrastructure & Rad/Nuc protection & preparedness (regional Haz Mat Team)

Accounts and Descriptions

AMOUNT

Fund: Homeland Security Grant (238)

Revenues/Transfers In

HSG PROGRAM / Urban Area Sec Grant (Project No. 772215)

238-2221-531.72-31 FEDERAL & STATE SOURCES / STATE GRANT REVENUES 134,000

Sub-total Revenues 134,000

Expenditures/Transfers Out

HSG PROGRAM / Urban Area Sec Grant (Project No. 772215)

238-2221-802.81-34 MATERIALS AND SUPPLIES / MINOR EQP-SHOP/FIELD 134,000

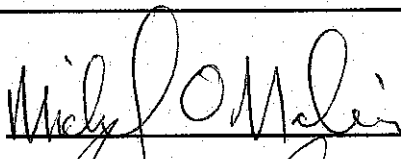
Sub-total Expenditures 134,000

Net Change to Fund Balance 0

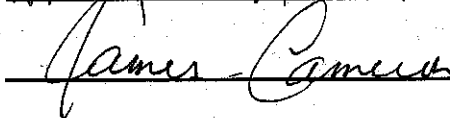
Net Appropriation Change 0

Approvals

Department Director



Chief Financial Officer



City Manager



ATTACHMENT 1
PAGE 1 OF 1



Meeting Date: 03/06/12

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

Prepared By: Lou Balderrama, City Engineer

Agenda Item No. I-9

Reviewed By: City Manager [Signature] City Attorney SMF Finance [Signature] Public Works

DATE: February 27, 2012

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director
Public Works Department

SUBJECT: Project Specification PW10-05 Wooley Road Arterial Resurfacing Project

RECOMMENDATION

That City Council approve Project Specification No. PW10-05 for pavement resurfacing on Wooley Road from Victoria Avenue to Rose Avenue and authorize staff to solicit bids for the project.

DISCUSSION

The Wooley Road Arterial Resurfacing Project (Project) provides for all labor, equipment and materials required for pavement resurfacing, sidewalk, curb and gutter repair, replacing street name signs and improvements to railroad crossings on Wooley Road from Victoria Avenue to Rose Avenue.

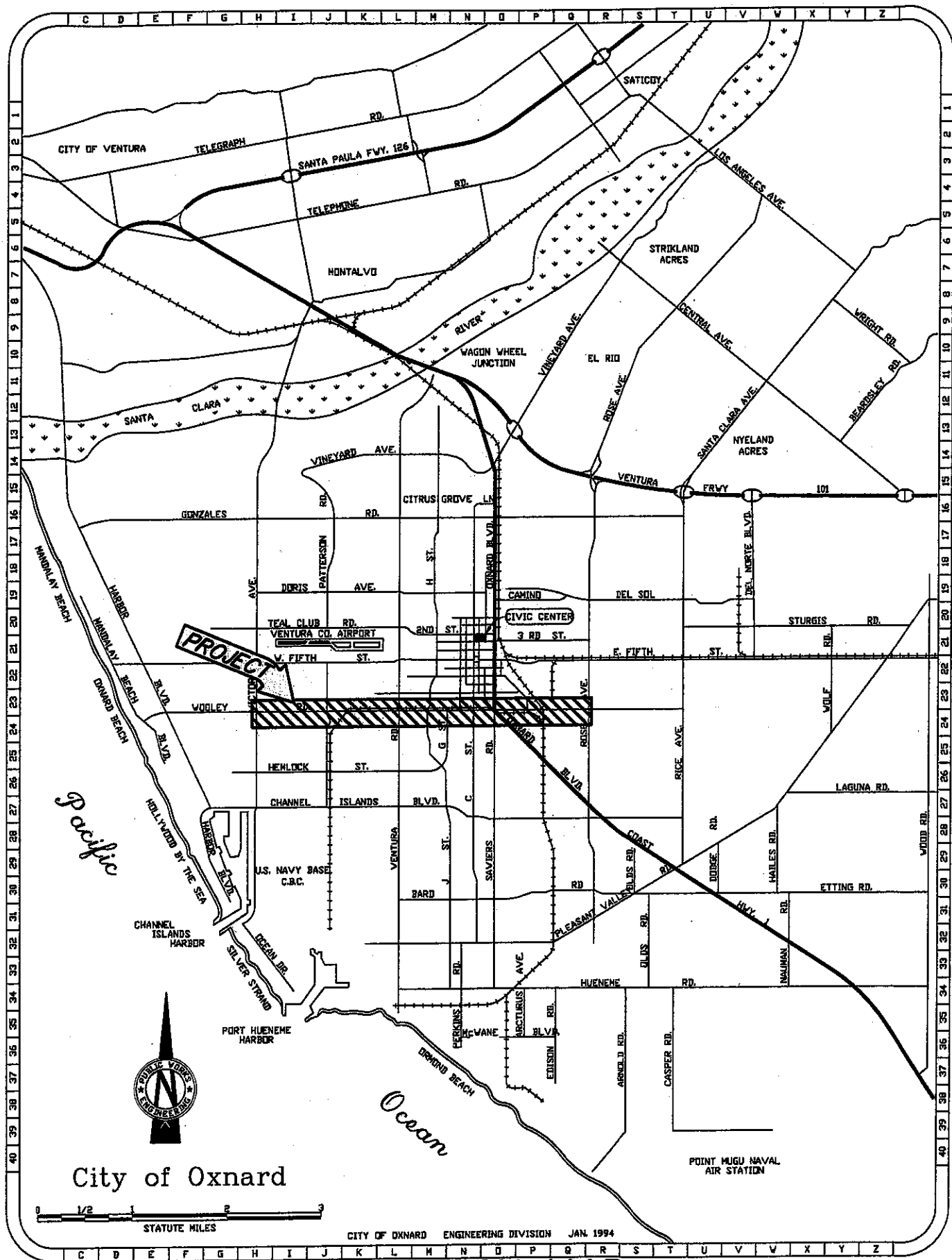
Design and plans for the Project were reviewed and approved by Caltrans for Surface Transportation Act (STA) funding reimbursement. STA was established and is authorized by the Federal Government as federal aid for transportation projects that are administered by Caltrans. The City and Caltrans will be executing a Program Supplement Agreement for Caltrans to administer the STA funds in the amount of \$3,940,849 to fund the section of Wooley Road from Ventura Road to Rose Avenue. State Proposition 1B 2006 voter approved bonds for street maintenance and repair will fund the remaining portion from Victoria Avenue to Ventura Road.

FINANCIAL IMPACT

STA and Proposition 1B funds will provide sufficient funding for the Wooley Road Arterial Resurfacing Project No. 083125. After the project bids are received and evaluated, staff will return to City Council to recommend approval of the lowest responsible bidder and the appropriation of STA funds when the Program Supplement Agreement between the City and Caltrans is finalized.

Attachment No. 1 – Project Site Map

Note: Plans and specifications for PW10-05 Wooley Road Arterial Resurfacing Project are available for review at the Capital Improvement Projects Management Office located at the City Hall Building, 305 West Third Street - East Wing, Second Floor after 8:00 a.m. on Monday prior to the City Council meeting.



LOCATION MAP
WOOLEY RD RESURFACING PROJECT
 (From Victoria ~~714~~ To Rose Ave.)

Attachment No.1
 Page 1 of 1

CITY OF OXNARD ENGINEERING DIVISION JAN. 1994



Meeting Date: 03/06/12

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

Prepared By: Phillip Gregoire, Streets Manager

Agenda Item No.

I-10

Reviewed By: City Manager

City Attorney

Finance

Public Works

DATE: February 24, 2012**TO:** City Council**FROM:** Rob Roshanian, Interim Public Works Director
Public Works Department**SUBJECT:** Third Amendment to Agreement No. A-7030 with Venco Power Sweeping
Incorporated for Street Sweeping Services**RECOMMENDATION**

That City Council approve and authorize the Mayor to execute the Third Amendment to the Agreement with Venco Power Sweeping Incorporated (Agreement No. A-7030) for street sweeping services to extend the agreement expiration date from March 31, 2012 to March 31, 2014; and to increase the total agreement value by \$946,616 from \$1,724,119 to \$2,670,735.

DISCUSSION

Sweeping is provided on all City streets, alleyways, arterials, and public parking lots at various intervals ranging from weekly to monthly to maintain and enhance the City's appearance. Adequate sweeping ensures compliance with permit requirements for storm water discharge from the National Pollutant Discharge Elimination System. Approximately 22,238 curb miles are currently swept annually.

On February 4, 2008 the Public Works Department issued a Request for Bid (RFB) to qualified firms. In response to the RFB, Venco Power Sweeping, Incorporated (Venco) submitted the most responsive low-bid proposal for street sweeping services. The scope of services in the current agreement with Venco provides for, weekly sweeping of downtown streets and bi-weekly sweeping of residential streets. Arterials are swept bi-weekly or monthly based on the conditions and frequencies needed to sweep the designated arterial. Parking lots are swept either weekly or monthly also depending on their conditions.

The initial term of the Agreement began April 1, 2008 and ended on March 31, 2010. On March 23, 2010, the City Council approved the Second Amendment exercising the first of two (2) two-year term extensions to March 31, 2012. The First Amendment, approved by City Council on March 10, 2009, added a total of (8) eight curb miles related to the conveyance of Victoria Avenue from Teal Club Road to the City's corporate limits just south of the Santa Clara River Bridge.

Third Amendment to Agreement No. A-7030 with Venco Power Sweeping, Inc. for Street Sweeping Services
February 24, 2012
Page 2 of 2

In accordance with Section 1 of Exhibit A of the Agreement, Public Works staff is recommending that the City exercise its option to extend the Agreement with Venco. Execution of the Third Amendment represents the second of two (2) two-year extension options that would finalize the term of this Agreement. Venco will continue to maintain the same rates for street sweeping services during the recommended term extension.

Public Works staff recommends the Third Amendment with Venco based upon their performance to date. The following performance summary is provided in support of this recommendation:

- Venco has satisfactorily completed all sweeping operations on all routes, within the prescribed timeframes;
- Venco has consistently provided quick response to requests for scheduled sweeping and emergency spill clean-up;
- Venco has been extremely effective in responding to resident concerns; and
- Venco staff is always available and willing to meet with City staff to address sweeping related issues.

FINANCIAL IMPACT

The Third Amendment will increase the total value of the agreement by \$946,616 over the two-year extension through March 31, 2014. This amount includes \$870,216 for street sweeping and \$76,400 for parking lot sweeping over the two-year term. Funding for street sweeping services is provided by the Solid Waste Operating Fund Account No. 631-6301-842-8301 and the Gas Tax Fund Street Maintenance Account No. 181-3103-803-8301. Funding for parking lot sweeping services is provided by the General Fund Transportation Parking Lot Maintenance Account No. 101-3106-803-8301.

Attachment #1 – Third Amendment to Agreement No. A-7030

THIRD AMENDMENT TO AGREEMENT FOR STREET SWEEPING SERVICES

This Third Amendment ("Third Amendment") to the Agreement for Street Sweeping Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 6th day of March, 2012, by and between the City of Oxnard, a municipal corporation ("City"), and Venco Power Sweeping, Inc. ("Contractor"). This Third Amendment amends the Agreement entered into on April 8, 2008, by City and Contractor. The Agreement previously has been amended on January 13, 2009, by a First Amendment and on March 23, 2010, by a Second Amendment.

City and Contractor agree as follows:

1. In Section 3 of the Agreement, "March 31, 2012" is deleted and replaced with "March 31, 2014".
2. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

CONTRACTOR

Dr. Thomas E. Holden, Mayor

Bill Burr, Jr., Chairman
Venco Power Sweeping, Inc.

ATTEST:

APPROVED AS TO INSURANCE:

Daniel Martinez, City Clerk

James Cameron, Risk Manager

APPROVED AS TO FORM:

APPROVED AS TO AMOUNT

Alan Holmberg, City Attorney 2.27.12

Karen R. Burnham, Interim City Manager

APPROVED AS TO CONTENT:

Rob Roshanian, Interim Public Works Director

Phil Gregoire, Streets Manager



Meeting Date: 03/06/2012

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

Prepared By: Anthony Emmert, Water Resources Manager

Agenda Item No. **I-11**Reviewed By: City Manager *[Signature]* City Attorney *[Signature]* Finance *[Signature]* Public Works**DATE:** February 23, 2012**TO:** City Council**FROM:** Rob Roshanian, Interim Public Works Director
Public Works Department**SUBJECT:** Appropriation of Wastewater Connection Fees from County of Ventura Service Area Number 34 for New Wastewater Services in El Rio for Debt Service Payments**RECOMMENDATION**

That Council approve a special budget appropriation for Wastewater Connection Fees from County of Ventura Service Area Number 34 in the El Rio area in the amount of \$887,115 to Wastewater Collection Connection Fee Fund 613 and \$2,361,970.80 to the Wastewater Treatment Connection Fee Fund 623 to be used for debt service payments.

DISCUSSION

The El Rio area is an unincorporated area of the County of Ventura (County) located adjacent to the City of Oxnard and overlaying the Oxnard Plain Forebay Groundwater Basin, which serves as the primary area of groundwater recharge for the Oxnard Plain. The California Regional Water Quality Control Board, Los Angeles Region (CRWQCB) determined that approximately 1,600 septic systems within the El Rio area contributed to groundwater contamination with pathogens and unsafe levels of nitrates and, as a result, prohibited any discharge from septic systems.

In response, the County established Service Area Number 34, for the purpose of designing, constructing, and operating a wastewater collection system to serve the El Rio area and facilitate elimination of the septic systems. In June 2005, the City and County entered into Agreement A-6510, which made provision for the County Service Area Number 34 Wastewater Collection System connection to the City of Oxnard Wastewater System as a regional user. Agreement A-6510 provides for a Wastewater Connection Fee of \$3,539 per residential parcel for all parcels having existing septic systems. For all other El Rio area residential, commercial, industrial, and institutional development, the Agreement specified that connection fees would be the prevailing fees at the time connection is sought. The City recently received a connection fees payment from the County in the amount of \$3,249,085.80. Staff recommends that the appropriate use of the funds is to make Wastewater debt service payments.

**Appropriation of Wastewater Connection Fees from County of Ventura Service Area Number 34
for New Wastewater Services in El Rio for Debt Service Payments**

February 23, 2012

Page 2

FINANCIAL IMPACT

The allocation of the connection fees for debt service payments per the attached Special Budget Appropriation will improve cash flow and fund balances for the Wastewater funds.

Attachment # 1 – Special Budget Appropriation

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Public Works
Project/Program _____
Manager: Anthony Emmert

Date: February 23, 2012
Phone: 8111

Reason for Appropriation:

Recognize wastewater connection fee revenues and allocate to debt service payments

Accounts and Descriptions

AMOUNT

Fund: Wastewater Collection Connection Fee (613)

Revenues/Transfers In

Collection of Connection Fees

613-6105-691.76-69 Connection Fee 887,115

Sub-total Revenues 887,115

Expenditures/Transfers Out

Debt Service

613-6104-848.85-02 Bond Interest Payment 887,115

Sub-total Expenditures 887,115

Net Change to Fund Balance 0

Fund: Wastewater Treatment Connection Fee (623)

Revenues/Transfers In

Collection of Connection Fees

623-6210-691.76-89 Connection Fee - Treatment 2,361,971

Sub-total Revenues 2,361,971

Expenditures/Transfers Out

Debt Service

623-6206-896.85-01 Bond Principal Payment 2,361,971

Sub-total Expenditures 2,361,971

Net Change to Fund Balance 0

Net Appropriation Change 3,249,086

Approvals

Department Director

Chief Financial Officer

City Manager



Meeting Date: 03/06/12

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

Prepared By: Lou Balderrama, City EngineerAgenda Item No. **I-12**Reviewed By: City Manager [Signature] City Attorney [Signature] Finance [Signature] Public Works [Signature]**DATE:** February 23, 2012**TO:** City Council**FROM:** Rob Roshanian, Interim Public Works Director
Public Works Department**SUBJECT:** Project Specification No. PW12-13 Hueneme Road Recycled Water
Pipe Line Project

RECOMMENDATION

That City Council approve Project Specification No. PW12-13 for the construction and installation of a section of Phase 2 of the Recycled Water Backbone System along Hueneme Road, from Perkins Road to Olds Road, and authorize staff to solicit bids for the project.

DISCUSSION

The project involves the installation of a recycled water pipeline on Hueneme Road from Perkins Road, east to Olds Road. This recycled water line along Hueneme Road is part of Phase 2 of the Recycled Water Backbone System that will convey recycled water from the Advanced Water Purification Facility (AWPF) located at 5700 Perkins Road to customers in the east and south side of the City for use in agricultural, groundwater injection, and for industrial processes. Where applicable, it will also provide recycled water for landscape irrigation of medians, parks, and schools along the pipeline route. The Phase 1 recycled water pipeline recently installed along Ventura Road services the west and north sections of the City. Additional pipelines and alignments are being planned in the central section for construction in the near future. Once the recycled water grid is established, the City will be able to fully service customers that can utilize recycled water throughout the City. The use of recycled water will directly offset the use of potable water for existing and new water customers.

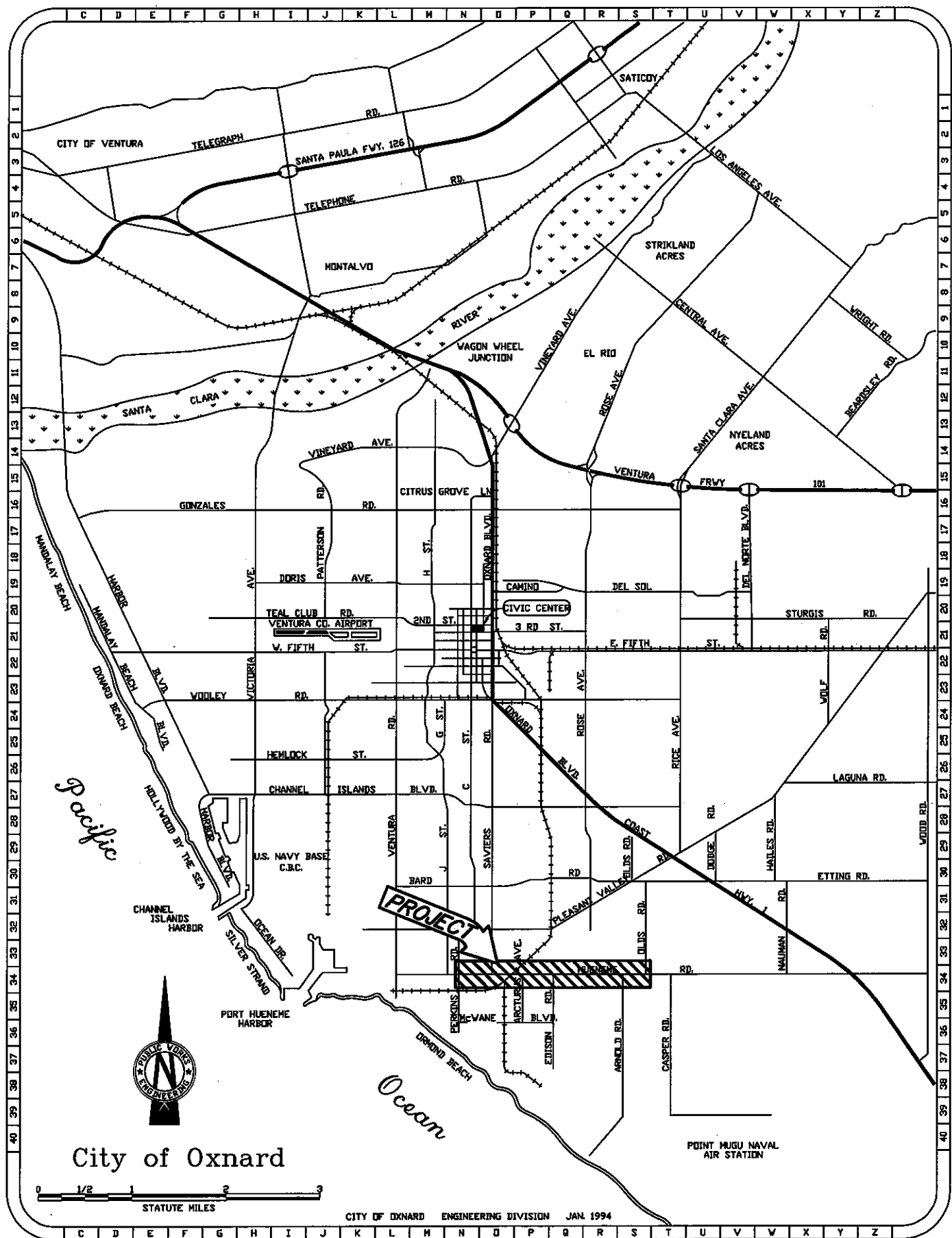
This component of the recycled water backbone system consists of the installation of approximately 10,700 feet of 42, 36, and 30-inch diameter welded steel pipe. The project work includes the furnishing of materials, equipment, and labor required for the construction and installation of the recycled water welded steel pipe.

FINANCIAL IMPACT

Funds for this project will be provided by the 2010 Series Water Revenue Bonds, Title 16 Federal Bureau of Reclamation grant, and from connection fees and water revenues. After the project bids are received and evaluated, staff will return to City Council to recommend approval of the lowest responsible bidder.

Attachment #1 - Project Site Map

Note: Plans and specifications for PW12-13 Hueneme Road Recycled Water Pipe Line Project are available for review at the Capital Improvement Projects Management Office located at the City Hall Building, 305 West Third Street - East Wing, Second Floor after 8:00 a.m. on Monday prior to the City Council meeting.



LOCATION MAP
HUENEME RD RECYCLED WATERLINE PROJECT
 (From Perkins Rd. **83** Olds Rd.)

Attachment No.1
 Page 1 of 1



Item # J-1

INFORMATION ONLY

NO ACTION REQUIRED

DATE: February 23, 2012

TO: City Council

FROM: James Cameron, Chief Financial Officer *James Cameron*
Finance Department

SUBJECT: Monthly Budget Status Report for the Period Ending January 31, 2012

The monthly budget status report for revenues and expenses include both Governmental and Enterprise Funds for the period ending January 31, 2012. Because this report includes year-end accruals for Fiscal Year 2011, there are timing issues on offsetting revenues and expenditures.

JC:MM:tr

Attachment #1: Monthly Budget Status Reports

**City of Oxnard
Monthly Budget Status Report
For the Period Ending January 31, 2012**

TABLE OF CONTENTS

<u>Report Name</u>	<u>Page Number</u>
General Fund	2
Measure "O" ½ Cent Sales Tax	4
Grant Funds	5
Other Governmental Funds	6
Community Development Funds	7
Water Funds	8
Wastewater Funds	9
Environmental Resource Funds	10
Golf	11
Performing Arts & Convention Center	12

**City of Oxnard
General Fund
Budget Status Report
For the Month Ended January 31, 2012
(Unaudited)**

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Taxes:			
Property Taxes	\$ 26,246,000	\$ 26,246,000	\$ 13,708,926 a
Property Tax in-lieu of Vehicle License Fee	14,902,000	14,902,000	7,049,303
Sales Tax	22,208,000	22,208,000	10,871,018 b
Other Taxes and Fees	12,253,000	12,253,000	7,257,154 c
Licenses and Permits	1,336,000	1,336,000	1,004,605
Intergovernmental	11,389,000	11,389,000	7,113,891 c
Charges for Services	11,056,000	11,056,000	4,800,155
Fines and Forfeitures	638,000	638,000	242,791 c
Investment Earnings	387,000	387,000	105,491
Miscellaneous	5,621,000	5,621,000	676,934
Total Operating Revenues	\$ 106,036,000	\$ 106,036,000	\$ 52,830,268
Operating Expenditures			
General Government	7,085,552	9,615,547	5,577,115
Public Safety	63,438,130	63,154,149	36,094,831
Transportation	2,718,088	2,415,727	1,455,659
Community Development	9,763,403	8,681,831	5,500,022
Culture and Recreation	18,204,444	17,377,463	10,033,053
Total Operating Expenditures	\$ 101,209,617	\$ 101,244,717	\$ 58,660,680
NET REVENUES FROM OPERATIONS	\$ 4,826,383	\$ 4,791,283	\$ (5,830,412)

Notes:

- a Current year receipts reduced for year-end accrual of \$694,354.
- b Current year receipts reduced for year-end accrual of \$3,256,044 to prior year . Includes December collection of \$1,592,300.
- c Actual amounts reflect accrual reversals for receipts recognized in the prior year in the amount of \$1,131,631.

**City of Oxnard
General Fund
Budget Status Report
For the Month Ended January 31, 2012
(Unaudited)**

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Payments on CDC loan	\$ 1,030,000	\$ 1,030,000	\$ 1,030,560
Transfers in	-	-	-
Sub-total Non-operating Sources	<u>1,030,000</u>	<u>1,030,000</u>	<u>1,030,560</u>
Non-operating Uses			
Capital outlay	-	22,000	28,139
Loan to CDC	1,030,560	1,030,560	1,030,560
Transfers out	<u>4,825,823</u>	<u>4,825,823</u>	<u>552,890</u> d
Sub-total Non-operating Uses	<u>5,856,383</u>	<u>5,878,383</u>	<u>1,611,589</u>
NET NON-OPERATING SOURCES AND USES	\$ (4,826,383)	\$ (4,848,383)	\$ (581,029)
USE OF FUND BALANCE			
Use of Reserve for Encumbrances	-	-	-
From Available Fund Balance	<u>-</u>	<u>57,100</u>	<u>6,411,441</u> e
TOTAL USE OF FUND BALANCE	\$ -	\$ 57,100	\$ 6,411,441
FISCAL YEAR BALANCE	\$ -	\$ -	\$ -

Notes:

- d Transfers out are internal payments to other funds made at the time obligations are due in the target fund.
e Temporary use of fund balance due to lag in property taxes and recognition of future years.

City of Oxnard
Measure O 1/2 Cent Sales Tax
Budget Status Report
For the Month Ended January 31, 2012
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Taxes	\$ 10,000,000	\$ 10,000,000	\$ 5,646,527 ^a
Investment Earnings	<u>90,000</u>	<u>90,000</u>	<u>80,555</u>
Total Operating Revenues	\$ 10,090,000	\$ 10,090,000	\$ 5,727,082
Operating Expenditures			
General Government	-	103,200	1,334
Public Safety	3,833,460	3,838,960	600,631
Transportation	-	1,163,543	372,844
Community Development	-	361,622	18,448
Culture and Recreation	<u>-</u>	<u>580,690</u>	<u>150,508</u>
Total Operating Expenditures	\$ 3,833,460	\$ 6,048,015	\$ 1,143,765
NET REVENUES FROM OPERATIONS	\$ 6,256,540	\$ 4,041,985	\$ 4,583,317
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Proceeds from Lease Purchase Agreement	-	-	-
Sub-total Non-operating Sources	<u>-</u>	<u>-</u>	<u>-</u>
Non-operating Uses			
Interest Expense	-	-	-
Payment of Principal	-	-	-
Capital Outlay	<u>519,930</u>	<u>16,460,212</u>	<u>6,426,506</u>
Sub-total Non-operating Uses	<u>519,930</u>	<u>16,460,212</u>	<u>6,426,506</u>
NET NON-OPERATING SOURCES AND USES	\$ (519,930)	\$ (16,460,212)	\$ (6,426,506)
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	-	-
Appropriated Fund Balance	<u>-</u>	<u>16,109,837</u>	<u>6,918,666</u>
TOTAL USE OF FUND BALANCE	\$ -	\$ 16,109,837	\$ 6,918,666
FISCAL YEAR BALANCE	\$ 5,736,610	\$ 3,691,610	\$ 5,075,477

Notes:

a Of \$4,325,115 collected, \$711,000 was accrued to prior year.

**City of Oxnard
Grant Funds
Budget Status Report
For the Month Ended January 31, 2012
(Unaudited)**

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Intergovernmental	\$ 6,262,654	\$ 8,622,083	\$ 9,475,852
Fines and forfeitures	-	-	223,848
Investment Earnings	-	-	14,934
Miscellaneous	-	93,267	41,476
Total Operating Revenues	\$ 6,262,654	\$ 8,715,350	\$ 9,756,110
Operating Expenditures			
General Government	-	-	800
Public Safety	271,075	4,044,889	1,203,757
Transportation	-	2,043	2,172
Community Development	4,266,151	11,280,653	3,450,889
Culture and Recreation	198,438	538,282	243,638
Total Operating Expenditures	\$ 4,735,664	\$ 15,865,867	\$ 4,901,256
NET REVENUES FROM OPERATIONS	\$ 1,526,990	\$ (7,150,517)	\$ 4,854,854
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers in	-	-	-
Sub-total Non-operating Sources	-	-	-
Non-operating Uses			
Capital Outlay	2,679,357	28,582,357	13,506,262
Transfers out	-	-	-
Sub-total Non-operating Uses	2,679,357	28,582,357	13,506,262
NET NON-OPERATING SOURCES AND USES	\$ (2,679,357)	\$ (28,582,357)	\$ (13,506,262)
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	34,580,507	13,506,262
From/(To) Fund Balance	1,152,367	1,152,367	(4,854,854)
TOTAL USE OF FUND BALANCE	\$ 1,152,367	\$ 35,732,874	\$ 8,651,408
FISCAL YEAR BALANCE	\$ -	\$ -	\$ -

Notes:

City of Oxnard
Other Governmental Funds
Budget Status Report
For the Month Ended January 31, 2012
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Taxes	\$ 13,516,600	\$ 13,516,600	\$ 7,562,013
Licenses and Permits	730,000	730,000	784,791
Intergovernmental	4,150,941	4,150,941	4,537,583
Growth and Development Fees	1,808,100	1,808,100	4,002,418
Charges for services	94,600	94,600	34,063
Fines and forfeitures	451,700	451,700	134,987
Investment Earnings	718,433	718,433	285,971
Special Assessments	7,965,011	7,965,011	4,468,368
Miscellaneous	828,600	828,600	650,147
Total Operating Revenues	\$ 30,263,985	\$ 30,263,985	\$ 22,460,341
Operating Expenditures			
General Government	260,084	260,084	163,988
Public Safety	18,196,706	18,346,706	9,606,158
Transportation	5,383,402	5,445,761	2,958,432
Community Development	9,400	1,700,980	1,692,535
Culture and Recreation	4,824,611	4,898,258	2,962,282
Total Operating Expenditures	\$ 28,674,203	\$ 30,651,789	\$ 17,383,395
NET REVENUES FROM OPERATIONS	\$ 1,589,782	\$ (387,804)	\$ 5,076,946
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Proceeds from Lease Purchase Agreement	-	-	2,352,076
Transfers in	4,152,311	4,152,311	1,287,935 a
Sub-total Non-operating Sources	4,152,311	4,152,311	3,640,011
Non-operating Uses			
Interest Expense	4,337,408	4,337,408	1,381,892
Payment of Principal	2,935,825	2,935,825	179,278
Capital Outlay	2,080,320	32,900,955	3,673,013
Transfers out	1,781,561	1,781,561	433,134 a
Sub-total Non-operating Uses	11,135,114	41,955,749	5,667,317
NET NON-OPERATING SOURCES AND USES	\$ (6,982,803)	\$ (37,803,438)	\$ (2,027,306)
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	25,586,691	3,673,013
Appropriated Fund Balance	-	6,922,202	-
From/(To) Fund Balance	5,393,021	5,682,349	(6,722,653)
TOTAL USE OF FUND BALANCE	\$ 5,393,021	\$ 38,191,242	\$ (3,049,640)
FISCAL YEAR BALANCE	\$ -	\$ -	\$ -

Notes:

- a Transfers in/out are internal payments from/to other funds made at the time obligations are due in the target fund.

City of Oxnard
Community Development
Budget Status Report
For the Month Ended January 31, 2012 (FY2011-2012)
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u> ^a
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Taxes	\$ 18,955,400	\$ 18,955,400	\$ 10,209,285 ^b
Rental Income	268,900	268,900	148,270
Miscellaneous and Reimbursements	1,958,800	1,958,800	1,245,221
Total Operating Revenues	\$ 21,183,100	\$ 21,183,100	\$ 11,602,776
Operating Expenditures			
Salaries and Wages	1,446,711	1,446,711	719,365
County Charges	199,230	199,230	41,412
Assessment District Payment	138,915	138,915	69,458
General and Administrative	7,066,507	12,066,507	7,709,840
Total Operating Expenditures	\$ 8,851,363	\$ 13,851,363	\$ 8,540,075
NET REVENUES FROM OPERATIONS	\$ 12,331,737	\$ 7,331,737	\$ 3,062,701
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	3,791,100	3,791,100	2,041,857 ^c
Investment Earnings	1,047,700	1,047,700	178,501
Loan	1,030,600	1,030,600	1,030,560
Sub-total Non-operating Sources	5,869,400	5,869,400	3,250,918
Non-operating Uses			
Capital Outlay	17,763,027	38,438,789	264,905
Interest Expense	2,853,090	2,853,090	1,051,433
Tax Increment Pass Through	4,131,000	4,131,000	248,088
Transfers out	3,791,100	3,791,100	2,028,504 ^c
Sub-total Non-operating Uses	28,538,217	49,213,979	3,592,930
NET NON-OPERATING SOURCES AND USES	\$ (22,668,817)	\$ (43,344,579)	\$ (342,012)
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	(2,395,560)	(2,395,560)	(2,395,560)
Designated for Authorized Projects & Encumbrances	-	16,475,764	162,422
Appropriated Fund Balance	-	9,200,000	5,000,000
From/(To) Operating and Capital Reserves	12,732,640	12,732,638	(5,487,551)
NET USE OF BONDS AND OTHER DEBT FINANCING	\$ 10,337,080	\$ 36,012,842	\$ (2,720,689)
FISCAL YEAR BALANCE	\$ -	\$ -	\$ -

Notes:

- a Actual amounts reflect accruals for receipts recognized in the prior year.
- b Property Tax Payments Received in December and April.
- c Transfers out are internal payments between funds, in this case from project funds to housing set-aside fund.

**City of Oxnard
Water Funds
Budget Status Report
For the Month Ended January 31, 2012
(Unaudited)**

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	\$ 39,910,000	\$ 39,910,000	\$ 23,631,142
Security/Contamination Prevention Fees	750,000	750,000	147,055
Miscellaneous and Reimbursements	212,750	212,750	489,734
Total Operating Revenues	<u>\$ 40,872,750</u>	<u>\$ 40,872,750</u>	<u>\$ 24,267,931</u>
Operating Expenditures			
Salaries and Wages	4,354,003	4,354,003	2,313,653
Contracts and Services	2,416,046	2,474,854	1,227,178
Operating Supplies	1,020,600	1,020,600	316,379
Water Acquisition	18,784,000	18,784,000	8,472,326
General and Administrative	4,353,977	4,303,977	2,302,392
Total Operating Expenditures	<u>\$ 30,928,626</u>	<u>\$ 30,937,434</u>	<u>\$ 14,631,928</u>
NET REVENUES FROM OPERATIONS	<u>\$ 9,944,124</u>	<u>\$ 9,935,316</u>	<u>\$ 9,636,003</u>
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	1,314,400	1,314,400	- a
Investment Earnings	2,344,000	2,344,000	1,139,141
Line of credit	-	-	-
Connection Fees	460,000	460,000	547,722
Sub-total Non-operating Sources	<u>4,118,400</u>	<u>4,118,400</u>	<u>1,686,863</u>
Non-operating Uses			
Capital Outlay (non-debt financed)	2,785,000	13,251,906	1,714,555
Interest Expense	11,599,998	11,599,998	6,822,042
Transfers out	-	-	-
Sub-total Non-operating Uses	<u>14,384,998</u>	<u>24,851,904</u>	<u>8,536,597</u>
NET NON-OPERATING SOURCES AND USES	<u>\$ (10,266,598)</u>	<u>\$ (20,733,504)</u>	<u>\$ (6,849,734)</u>
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	(3,500,237)	(3,500,237)	(1,630,185)
Designated for Authorized Projects & Encumbrances	-	39,976,759	2,714,073
Use of Bond Principal	-	(29,501,045)	(10,390,978)
From/(To) Capital Reserve	3,822,711	3,822,711	6,520,821
NET USE OF BONDS AND OTHER DEBT FINANCING	<u>\$ 322,474</u>	<u>\$ 10,798,188</u>	<u>\$ (2,786,269)</u>
FISCAL YEAR BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Notes:

a Transfers in are internal payments from other funds made at the time obligations are due in the target fund.

**City of Oxnard
Wastewater Funds
Budget Status Report
For the Month Ended January 31, 2012
(Unaudited)**

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	\$ 23,250,000	\$ 23,250,000	\$ 12,905,887
Security/Contamination Prevention Fees	150,000	150,000	-
Miscellaneous and Reimbursements	610,000	610,000	151,953
Total Operating Revenues	\$ 24,010,000	\$ 24,010,000	\$ 13,057,840
Operating Expenditures			
Salaries and Wages	6,108,631	5,815,631	3,262,034
Contracts and Services	5,123,127	5,578,948	3,178,746
Operating Supplies	1,744,200	1,914,200	1,000,559
General and Administrative	3,210,253	3,483,133	2,116,345
Total Operating Expenditures	\$ 16,186,211	\$ 16,791,912	\$ 9,557,684
NET REVENUES FROM OPERATIONS	\$ 7,823,789	\$ 7,218,088	\$ 3,500,156
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Investment Earnings	30,000	30,000	69,161
Connection Fees	320,000	320,000	4,600,904
Sub-total Non-operating Sources	350,000	350,000	4,670,065
Non-operating Uses			
Capital Outlay (non-debt financed)	-	2,848,587	381,196
Interest Expense	7,151,939	7,153,939	3,495,918
Sub-total Non-operating Uses	7,151,939	10,002,526	3,877,114
NET NON-OPERATING SOURCES AND USES	\$ (6,801,939)	\$ (9,652,526)	\$ 792,951
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	(4,276,021)	(4,288,021)	(28,831)
Designated for Authorized Projects & Encumbrances	-	3,374,589	293,724
Capital Outlay (debt financed)	-	-	-
Appropriated Fund Balance	-	93,701	93,701
From/(To) Capital Reserve	3,254,171	3,254,169	(4,651,701)
NET USE OF BONDS AND OTHER DEBT FINANCING	\$ (1,021,850)	\$ 2,434,438	\$ (4,293,107)
FISCAL YEAR BALANCE	\$ -	\$ -	\$ -

Notes:

City of Oxnard
Environmental Resources
Budget Status Report
For the Month Ended January 31, 2012
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	\$ 42,740,000	\$ 42,740,000	\$ 21,383,687
Security/Contamination Prevention Fees	-	-	-
Miscellaneous and Reimbursements	245,000	245,000	153,458
Total Operating Revenues	\$ 42,985,000	\$ 42,985,000	\$ 21,537,145
Operating Expenditures			
Salaries and Wages	6,670,446	6,670,446	3,752,141
Operating Supplies	223,700	400,365	262,405
Contracts and Services	26,946,449	26,915,449	15,501,887
General and Administrative	3,712,981	3,712,981	2,205,066
Total Operating Expenditures	\$ 37,553,576	\$ 37,699,241	\$ 21,721,499
NET REVENUES FROM OPERATIONS	\$ 5,431,424	\$ 5,285,759	\$ (184,354)
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Investment Earnings	179,000	179,000	23,762
Line of credit	-	-	-
Connection Fees	-	-	14,201
Sub-total Non-operating Sources	179,000	179,000	37,963
Non-operating Uses			
Capital Outlay (non-debt financed)	300,000	479,394	35,602
Interest Expense	927,746	927,746	322,561
Transfers out	62,129	62,129	- a
Sub-total Non-operating Uses	1,289,875	1,469,269	358,163
NET NON-OPERATING SOURCES AND USES	\$ (1,110,875)	\$ (1,290,269)	\$ (320,200)
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	(3,610,758)	(3,610,758)	(290,996)
Designated for Authorized Projects & Encumbrances	-	179,393	27,652
Appropriated Fund Balance	-	145,665	145,665
From/(To) Capital Reserve	(709,791)	(709,790)	622,233
NET USE OF BONDS AND OTHER DEBT FINANCING	\$ (4,320,549)	\$ (3,995,490)	\$ 504,554
FISCAL YEAR BALANCE	\$ -	\$ 0	\$ -

Notes:

a Transfers out are internal payments to other funds made at the time obligations are due in the target fund.

**City of Oxnard
Golf
Budget Status Report
For the Month Ended January 31, 2012
(Unaudited)**

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	\$ 4,000,000	\$ 4,000,000	\$ 2,234,544
Miscellaneous and Reimbursements	10,000	10,000	-
Total Operating Revenues	<u>\$ 4,010,000</u>	<u>\$ 4,010,000</u>	<u>\$ 2,234,544</u>
Operating Expenditures			
Salaries and Wages	65,880	65,880	37,052
Operating Supplies	-	-	-
Contracts and Services	3,799,261	3,799,261	2,142,782
General and Administrative	184,125	184,125	101,444
Total Operating Expenditures	<u>\$ 4,049,266</u>	<u>\$ 4,049,266</u>	<u>\$ 2,281,278</u>
NET REVENUES FROM OPERATIONS	<u>\$ (39,266)</u>	<u>\$ (39,266)</u>	<u>\$ (46,734)</u>
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	-	-	-
Investment Earnings	-	-	(581)
Sub-total Non-operating Sources	<u>-</u>	<u>-</u>	<u>(581)</u>
Non-operating Uses			
Capital Outlay (non-debt financed)	49,500	62,304	18,242
Interest Expense	179,956	179,956	89,978
Transfers out	-	-	-
Sub-total Non-operating Uses	<u>229,456</u>	<u>242,260</u>	<u>108,220</u>
NET NON-OPERATING SOURCES AND USES	<u>\$ (229,456)</u>	<u>\$ (242,260)</u>	<u>\$ (108,801)</u>
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	(907,604)	(907,604)	-
Designated for Authorized Projects & Encumbrances	-	12,804	12,804
From/(To) Capital Reserve	1,176,326	1,176,326	142,731
NET USE OF BONDS AND OTHER DEBT FINANCING	<u>\$ 268,722</u>	<u>\$ 281,526</u>	<u>\$ 155,535</u>
FISCAL YEAR BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Notes:

City of Oxnard
Performing Arts & Convention Center
Budget Status Report
For the Month Ended January 31, 2012
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	\$ 450,200	\$ 450,200	\$ 239,857
Miscellaneous	90,000	90,000	12,064
Total Operating Revenues	\$ 540,200	\$ 540,200	\$ 251,921
Operating Expenditures			
Salaries and Wages	1,057,210	1,057,210	603,188
Operating Supplies	300	300	332
Contracts and Services	252,355	252,355	145,112
General and Administrative	172,511	172,511	124,077
Total Operating Expenditures	\$ 1,482,376	\$ 1,482,376	\$ 872,709
NET REVENUES FROM OPERATIONS	\$ (942,176)	\$ (942,176)	\$ (620,788)
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	947,811	947,811	552,890 a
Investment Earnings	-	-	(1,275)
Sub-total Non-operating Sources	947,811	947,811	551,615
Non-operating Uses			
Capital Outlay	-	-	-
Sub-total Non-operating Uses	-	-	-
NET NON-OPERATING SOURCES AND USES	\$ 947,811	\$ 947,811	\$ 551,615
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	-	-
From/(To) Capital Reserve	(5,635)	(5,635)	69,173
NET USE OF BONDS AND OTHER DEBT FINANCING	\$ (5,635)	\$ (5,635)	\$ 69,173
FISCAL YEAR BALANCE	\$ -	\$ -	\$ -

Notes:

a Transfers in are internal payments from other funds made at the time obligations are due.



Meeting Date: 03/06/2012

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

Prepared By: Kymberly R. Horner KH

Agenda Item No. 0-1

Reviewed By: City Manager [Signature]

City Attorney [Signature]

Finance [Signature]

Other N/A

DATE: February 8, 2012

TO: City Council

FROM: Curtis P. Cannon, Community Development Director
Community Development Department

Kymberly Horner (for)

SUBJECT: Appointments to Redevelopment Agency Dissolution Oversight Board

RECOMMENDATION

1. That the Mayor, with the approval of City Council, pursuant to the provisions of Health and Safety Code section 34179(a)(2), appoint a member to the Oversight Board established pursuant to the provisions of Health and Safety Code section 34179(a).
2. That the Mayor, with the approval of City Council, pursuant to the provisions of Health and Safety Code section 34179(a)(7), appoint a member of the Service Employees International Union, Local 721, to the Oversight Board as the member from the recognized employee organization representing the largest number of former Community Development Commission employees employed by the successor agency.

DISCUSSION

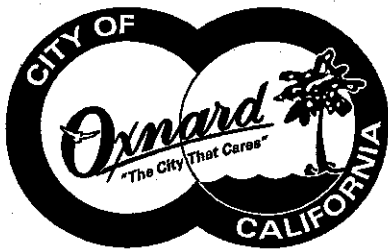
On January 10, 2012, the City Council resolved that it would become the Successor Agency for the Oxnard Community Development Commission on February 1, 2012. As previously reported to the City Council, each Successor Agency to a redevelopment agency is subject to an Oversight Board established pursuant to the provisions of Health and Safety Code section 34179(a). That Oversight Board contains a member appointed by the County Board of Supervisors, a member from the eligible special district receiving the largest share of property tax within the former redevelopment agency's jurisdiction, a member appointed by the Superintendent of Education, and a member appointed by the Chancellor of California Community Colleges. In addition, the Mayor of the City which formed the redevelopment agency may appoint, without restriction, one member. The Mayor may also appoint a member from the recognized employee organization representing the largest number of former redevelopment agency's employees employed by the Successor Agency at the time of appointment.

With respect to a member at large, the choice is at the discretion of the Mayor. There are no restrictions or guidelines in the statutory provision.

With respect to the employee organization, the organization representing the largest number of employees is the Service Employees International Union, Local 721. The member appointed does not necessarily have to be an employee which performed service for the former Community Development Commission.

FINANCIAL IMPACT

Approval of the recommended action has no financial impact.



Meeting Date: 3/6/12

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

Prepared By: Curtis P. Cannon *CC*

Agenda Item No. **0-2**

Reviewed By: City Manager *SLB* City Attorney *JA* Finance *JC* Other N/A

DATE: February 21, 2012

TO: City Council
Oxnard Community Development Commission Successor Agency ("Successor Agency")

FROM: Curtis P. Cannon, Community Development Director
Community Development Department *Curtis P. Cannon*

SUBJECT: Affordable Housing Loan Agreement for ED-KOH (RiverPark Lots 3, 11, 12 & 17A – Letter Agreement #3, Release of Covenants)

RECOMMENDATION

That City Council and Successor Agency:

1. Approve and authorize the Mayor and Chairperson of the Successor Agency to execute the Letter Agreement #3 (Attachment 1) and direct the Successor Agency's Community Development Director (or designee) to prepare and execute an amendment to the below described Predevelopment Loan Agreement in conformance with the Letter Agreement #3, in a form acceptable to the Community Development Director and the City Attorney.
2. Authorize the Interim City Manager and Successor Agency's Community Development Director (or designees), with approval from the City Attorney and the Successor Agency Counsel, to revise and sign all documents necessary and appropriate to carry out and implement the Letter Agreement #3, and to administer the obligations, responsibilities and duties of the City and Successor Agency pursuant to those documents.

DISCUSSION

At its meeting of July 21, 2009 (and subsequently amended on December 15, 2009 and April 26, 2011), the Oxnard Community Development Commission ("Commission") approved three separate pre-development loans for E.D. LLC/KOH, LLC (and related entities; collectively the "Developer") totaling \$3 million for the Resonate and Mosaic Apartment projects located within RiverPark (collectively the "Predevelopment Loan"). The Predevelopment Loan provides for the planning and design of dwellings affordable to persons of low and moderate income ("Affordable Units") including costs associated with real estate taxes, professional design services, entitlement management, civil engineering, plan check and permit fees. The affordable housing requirement arises from an impending amendment to the RiverPark Specific Plan, which if approved, would allow for an additional 304 dwellings at RiverPark.

Under the Predevelopment Loan, the Developer is obligated to construct between 28 and 53 Affordable Units depending upon whether the balance of loan proceeds (totaling \$1.65 million) is funded and the party to whom the funds are disbursed (i.e., the Developer as to Lot 3 or Sonata Partners as to Lot 17A). In either event, the obligation to construct the Affordable Units remains as covenants recorded upon all of the affected properties (i.e., Lots 3, 11, 12 and 17A as depicted in Exhibit A of Letter Agreement #3). The Developer is presently in escrow to sell the Lot 11 and 12 Properties to facilitate construction of the Mosaic Project as described and authorized under the Specific Plan. To accomplish this, the Developer requests the release of affordability covenants that presently encumber Lots 11 and 12; without such accommodation, the sale and/or development of these particular parcels would not proceed as contemplated.

To facilitate the Lot 11 and 12 transaction and subsequent development of these properties, Letter Agreement #3 prescribes the circumstances, terms and conditions of removing the affordable housing covenants from Lots 11 and 12. In short, the release of covenants that presently encumber Lot 11 and 12 is made contingent upon the Developer satisfying the following: (i) recordation of covenants upon Lot 17A (or Lot 3 depending upon the Phase 2 Loan Draw) requiring the construction of a minimum of 53 affordable units; (ii) payment of a refundable deposit (in cash or by enforceable obligation) in the amount of \$262,800 which is computed as (a) the number of Affordable Units assigned to Lots 11 and 12 times (b) the per unit subsidy provided in the past by the City and Commission for similar affordable housing projects; and (iii) delivery of the required Affordable Units no later than five years from the date of Letter Agreement #3, else the refundable deposit shall be forfeited to the Successor Agency.

Previously, the City and Commission entered into a Cooperation Agreement on January 18, 2011, and further clarified on March 8, 2011, by adoption of Resolution Nos. 13,951 and 147, respectively. These actions were later followed with approval of Assignment and Assumption Agreement which transferred specified assets of the Commission (including funds in the Low and Moderate Income Housing Fund) to the City including, without limitation, the Predevelopment Loan. However, not all overarching RiverPark documents were assigned to the City under the Assignment/Assumption Agreement (i.e., the Owner Participation Agreement, Agreement Containing Covenants and Notice of Affordability Restrictions on Transfer of Property, as such terms and documents are defined in the Loan Agreement). Consequently, amendments to the Agreement Containing Covenants and Notice of Affordability Restrictions (collectively, the "Covenants") require approval of the Successor Agency. By Resolution No. 14,136, the City elected to assume housing functions of the former Community Development Commission, and is therefore a proper party to the agreement.

ENVIRONMENTAL IMPACT

An Environmental Impact Report ("EIR") was prepared for the Historic Enhancement and Revitalization of Oxnard ("HERO") Project Area under the provisions of the California Environmental Quality Act of 1970, amended ("CEQA"), and was certified by the Planning Commission and City Council in 1997 at the time of adoption of the HERO Redevelopment Plan. In accordance with CEQA Section 21090 and CEQA Guidelines Sections 15180, 15162 and 15163, no subsequent EIR or supplement to the EIR need be prepared for the Letter Agreement #3 and no further documentation is required under CEQA.

FINANCIAL IMPACT

In July of 2009, the Commission approved a special budget appropriation in the amount of \$3 million from the Housing Set-Aside fund balance for the Loan Agreements. No new funds are being requested in connection with the proposed Letter Agreement #3.

CC/el

Attachment #1: Letter Agreement #3

E.D., LLC & E.D. 2, LLC

2291 North Patterson Road
Oxnard, CA 93036
805-981-3877

KOH, LLC & KOH 12-17, LLC

304 South Broadway, Suite 400
Los Angeles, CA 93013
213-346-9030

February 9, 2012

Oxnard Community Development Department
Attention: Mr. Curtis Cannon, Community Development Director ("Director")
214 South C Street
Oxnard, California 93030

Kane, Ballmer & Berkman
Attention: Todd Mooney, Esq.
515 S. Figueroa Street, Suite 1850
Los Angeles, California 90071

**SUBJECT: RIVERPARK AFFORDABLE HOUSING LOAN AGREEMENTS
Letter Agreement #3**

ENTITIES

E.D., LLC, a California limited liability company ("ED"), and KOH, LLC, a Delaware limited liability company ("KOH") are the owners of that certain real property located in the City of Oxnard more particularly shown on Exhibit A which is attached hereto and incorporated herein by this reference ("Lot 3 Property"). E.D. 2, LLC, a California limited liability company ("ED 2"), is the owner of that certain real property located in the City of Oxnard more particularly shown on Exhibit A ("Lot 11 Property" and "Lot 16 Property"). KOH 12-17, LLC, a California limited liability company ("KOH 12-17"), is the owner of that certain real property located in the City of Oxnard more particularly shown in Exhibit A ("Lot 12 Property" and "Lot 17 Property"). ED, KOH, ED 2, and KOH 12-17 may be referred to herein individually by name or collectively as the "Developer", and the Lot 3 Property, Lot 11 Property, Lot 12 Property, Lot 16 Property and Lot 17 Property may be referred to herein individually by name or collectively as the "Property" or "Properties".

The Oxnard Community Development Commission ("Commission") entered into the following agreements: (1) that certain Affordable Housing Loan Agreement with ED and KOH dated as of July 21, 2009, as amended by the First and Second Amendments to Affordable Housing Loan Agreement dated as of December 15, 2009, and April 26, 2011, respectively (collectively, "ED/KOH Loan Agreement"); that certain Affordable Housing Loan Agreement with ED 2 dated as of July 21, 2009, as amended by the First and Second Amendments to Affordable Housing Loan Agreement dated as of December 15, 2009, and April 26, 2011, respectively (collectively, "ED 2 Loan Agreement"); and that certain Affordable Housing Loan Agreement with KOH 12-17 dated as of July 21, 2009, as amended by the First and Second Amendments to Affordable Housing Loan Agreement dated as of December 15, 2009, and April 26, 2011, respectively (collectively, "KOH 12-17 Loan Agreement"). The ED/KOH Loan Agreement, the ED 2 Loan Agreement and the KOH 12-17 Loan Agreement are each

incorporated herein by this reference and may be referred to herein collectively as the "Loan Agreement".

The City of Oxnard (acting by and through its City Council; hereinafter referred to as "City") and Commission entered into a Cooperation Agreement on January 18, 2011, as further clarified on March 8, 2011, by adoption of Resolution Nos. 13,351 and 147, respectively (collectively the "Cooperation Agreement"). In addition, by adoption of Resolution Nos. 13,351 and 147 and a subsequent assignment and assumption agreement entered into by and between the City and the Commission (collectively, the "Assignment/Assumption Agreement"), specified assets of the Commission (including funds in the Low and Moderate Income Housing Fund (the "LMIHF") and the Loan Agreement) were transferred and assigned to the City (collectively, the "Implementing Actions"). Pursuant to the Cooperation Agreement and Assignment/Assumption Agreement, the City is a signatory party to each of the Second Amendment to Affordable Housing Loan Agreements dated April 26, 2011.

The Properties are part of the larger RiverPark development and are subject to the terms and conditions of the Owner Participation Agreement, Agreement Containing Covenants and Notice of Affordability Restrictions on Transfer of Property (as such terms and documents are defined in the Loan Agreement; hereinafter collectively referred to as "Master Accords"). Because the Master Accords were not assigned to the City under the Assignment/Assumption Agreement, amendments to the Agreement Containing Covenants and Notice of Affordability Restrictions (collectively, the "Covenants") require approval of the Oxnard Community Development Commission Successor Agency (the "Successor Agency"), pursuant to Part 1.85 of Division 24 of the California Health and Safety Code and the City's adoption of Resolution 14,136 on January 10, 2012.

SUMMARY OF REQUEST

The Developer is presently in escrow to sell the Lot 11 and 12 Properties to facilitate construction of the Mosaic Project as described and authorized under the Specific Plan. To accomplish this, the Developer seeks assistance in removing encumbrances that inhibit transfer of the Properties. Most recently, the Developer requested, and the Director consented to, a reduction of secured debt on the Lot 11 and 12 Properties, with a concurrent transfer thereof to the Lot 3 Property (as allowed by Section 1.7 of the Loan Agreement). The remaining impediment is affordable housing covenants that encumber the Properties even though the individual lots are not specifically bound to produce affordable units as part of their respective development. As such, we respectively request the City and Successor Agency to consider alternative means by which to satisfy affordable housing obligations specific to the Lot 11 and 12 Properties. Without such accommodation and concurrent release of affordability covenants that presently encumber these Properties, the sale and/or development of the Lot 11 and 12 Properties would not proceed as contemplated.

LOAN AGREEMENT CHRONOLOGY

Under the Loan Agreement and by the authority of the Implementing Actions, the City is conditionally committed to oversee a LMIHF loan totaling \$3 million to underwrite predevelopment costs associated with the development of between 28 and 53 affordable housing units depending upon the Phase 2 Loan Draw (whether or not the Phase 2 Loan Draw is taken and by whom; the Developer or Sonata Partners). Under Section 2.2 of the Loan Agreement, the loan proceeds are to be evidenced by separate notes and deeds of trust for each Property according to the allocations prescribed in the Loan Agreement. Pursuant to Sections 1.3 and 1.7, the Developer (by letter agreement dated February 10, 2010; "Letter Agreement #1") obtained Commission approval to: (i) transfer all affordable housing obligations to the Lot 3 Property; and (ii) assign all Phase 1 loan proceeds to ED and KOH as the owners of the Lot 3 Property.

Preparatory to the sale and development of the Lot 11 and 12 Properties, the Developer (by letter agreement dated November 17, 2011; Letter Agreement #2) obtained City approval to reapportion loan collateral that encumbers the respective Lots as allowed under Section 1.7 of the Loan Agreement. Upon close of escrow, the reapportioned loan debt secured on the Lot 11 and 12 Properties must be repaid to the City. As set forth in the Requested Action (subpart "d") below, approval of this Letter Agreement #3 would include an assignment of all Phase 2 loan proceeds to the Lot 3 Property in the event that the Second Amendment and Companion Memorandum of Understanding dated April 21, 2011 ("MOU") relevant to the Lot 17A Property are not fully implemented. This redistribution of loan proceeds compliments the provisions of Letter Agreement #1 and the Second Amendment to the Loan Agreement. The resulting financial attributes of these various approvals appear in Table 1 below.

TABLE 1 Loan Draw Schedule	PHASE 1 LOAN DRAW (Completed)		PHASE 2 LOAN DRAW (Pending)		TOTAL LOAN AMOUNT	
	By Developer		By Developer	By Sonata Partners	By Developer	By Sonata Partners
	Original	Letter #1				
Lot 3 Property	\$562,500	\$1,350,000	\$1,650,000		\$3,000,000	\$1,350,000
Lot 11 Property	\$393,750					
Lot 12 Property	\$393,750					
Lot 17A Property				\$1,650,000		\$1,650,000
Total	\$1,350,000	\$1,350,000	\$1,650,000	\$1,650,000	<u>\$3,000,000</u>	<u>\$3,000,000</u>
Notes: 1. Lot 17A consists of a reconfiguration of Lot 17 by means of a lot line adjustment which has been conditionally approved by the City and shown on Exhibit B which is attached hereto and incorporated herein by this reference. 2. Upon meeting certain conditions precedent to closing, ownership of Lot 17A would be transferred (along with the Phase 2 loan proceeds) to Sonata Partners as authorized under the Second Amendment and companion MOU. 3. The assignment of all Phase 2 loan proceeds to the Lot 3 Property would only apply if: (i) the conditions precedent to transfer of the Loan to the Lot 17A Property are not satisfied within the time and manner set forth in the MOU; and (ii) the collateral requirements set forth in the Loan Agreement allowing the Phase 2 Loan Draw are satisfied.						

AFFORDABLE HOUSING

Under Section 1.3 of the Loan Agreement (as amended), the Lot 11 and 12 Properties have each been assigned a minimum of five (5) affordable units. However, the Second Amendment to the Loan Agreement, in combination with Letter Agreement #1, transferred all of the affordable housing obligations to the Lot 3 Property (or the Lot 17A Property if the conditions precedent to the loan transfer have occurred and the associated MOU for the Lot 17A Property becomes effective). The resulting assignment of affordable housing obligations appears in Table 2 below. This reassignment was followed with a reapportionment of loan collateral that encumbers the respective Lots. This reapportionment was approved by the Director under Letter Agreement #2 and specifically provides for repayment of all Loan debt secured on the Lot 11 and 12 Properties as a condition of sale. The reapportionment of secured debt is summarized in Table 3 below.

TABLE 2 Affordable Unit Requirements	ORIGINAL LOAN AGREEMENT	FIRST AMENDMENT TO LOAN AGREEMENT		SECOND AMENDMENT TO LOAN AGREEMENT	
		Without Phase 2 Loan Draw	With Phase 2 Loan Draw	Without Phase 2 Loan Draw	With Phase 2 Loan Draw
Lot 3 Property	20	14	20	28	
Lot 11 Property	16.5	5	16.5		
Lot 12 Property	16.5	5	16.5		
Lot 17A Property					53
Total	<u>53</u>	<u>24</u>	<u>53</u>	<u>28</u>	<u>53</u>
Notes: 1. The First and Second Amendments to the Loan Agreement are dated December 15, 2009, and April 26, 2011, respectively. 2. The 53-unit affordable housing obligation applicable to Lot 17A would apply if: (i) the Phase 2 Loan Draw is taken; and (ii) the Second Amendment and MOU become effective. Otherwise, the 28-unit requirement applies to Lot 3.					

REQUESTED ACTION

Time is of the essence to facilitate a sale of the Lot 11 and 12 Properties for subsequent development of the Mosaic Project. As stated earlier, the only impediment that remains are affordable housing covenants that encumber the Properties even though the individual Lots: (i) are not specifically bound to produce affordable units as part of their respective development; or (ii) would not be encumbered with any remaining Loan repayment obligation upon completion of the sale. In connection with removing the Covenants that presently encumber the Lot 11 and 12 Properties, the Developer respectively requests approval of the following:

TABLE 3 Phase 1 Collateral Reallocation	ORIGINAL ALLOCATION	LETTER AGREEMENT #2
Lot 3 Property	\$562,500	\$1,250,000
Lot 11 Property	\$393,750	\$50,000
Lot 12 Property	\$393,750	\$50,000
Total	\$1,350,000	\$1,350,000

- a. **Release of Covenants.** The Successor Agency would remove the Covenants that presently encumber the Lot 11 and 12 Properties upon the Developer satisfying both of the following: (i) recordation of Covenants upon the Lot 17A Property, requiring the construction of a minimum of 53 affordable units (which Covenants would incorporate the provisions of subparts "c" and "d" below in a form acceptable to and approved by the Director); and (ii) fulfillment of the conditions set forth in the Letter Agreement #2.
- b. **Assignment of Phase 2 Loan Proceeds.** In the event that the Phase 2 Loan Draw is not advanced to Sonata Partners in the time and manner set forth in the Second Amendment to the Loan Agreement and companion MOU, the Developer would assign, by separate Letter Agreement (subject to the reasonable review and approval of the Director), all proceeds of the Phase 2 Loan Draw to the Lot 3 Property subject to and contingent upon: (i) recordation of Covenants that require the construction of 53 affordable units on the Lot 3 Property (with inclusion of the provisions of subparts "c" and "d" below); and (ii) the Developer satisfying the collateral requirements set forth in the Loan Agreement.
- c. **Delivery of Affordable Units.** All affordable housing units required under the Loan Agreement would be constructed and made ready for occupancy (as evidenced by issuance of Certificates of Occupancy by the City Building Department) no later than: (i) development and occupancy of unrestricted market rate units on either the Lot 3 or Lot 17A Properties; (ii) five (5) years from the date of this Letter Agreement #3; or (iii) such later time as the Director, at his or her sole discretion, may approve for circumstances outside the reasonable control of the Developer (collectively, the "Specified Timeframe").
- d. **Performance Guarantee.** The Developer would pay a refundable Performance Guarantee to the Successor Agency by means of a surety bond, promissory note (secured in a first position on either or both the Lot 3 and Lot 17 Properties), or cash equivalent (in a documented form reasonably acceptable to the Director) for the sum of \$262,800. This sum is computed as: (i) the minimum number of such units originally assigned to the Lot 11 and 12 Properties as shown in Table 2 above (i.e., 10 dwellings); multiplied by (ii) \$26,288 which represents the average per unit subsidy provided by the City and Commission in connection with past affordable housing projects as shown in Table 4.
- e. **Default Provisions.** Should the Developer fail to adhere to the Specified Timeframe ("Performance Default"), the City and the Successor Agency would each have the right (but not the obligation) to enforce the Performance Guarantee. A Performance Default (with or without payment to the Successor Agency) would not, in any event, relieve the Developer from the requirement to produce a minimum of 53 affordable units on either or both the Lot 3 and Lot 17A Properties (which obligation would be evidenced by Covenants recorded on said Properties as provided in subparts "a" and "b" above).

- f. **Indemnification.** The Developer shall indemnify and hold the City and Successor Agency and their respective officials, officers, employees, agents, consultants, contractors, attorneys and representatives (collectively, the "Indemnified Parties") harmless from and against any and all liabilities, suits, actions, claims, demands, penalties, damages (including, without limitation, penalties, fines and monetary sanctions), losses, costs or expenses, including, without limitation, reasonable consultants' and reasonable attorneys' fees which may now or in the future be incurred or suffered by the Indemnified Parties by reason of, or resulting from, in full or in part, or in any respect whatsoever from the City and/or the Successor Agency entering into this Letter Agreement #3.

TABLE 4 Affordable Housing Subsidies	PROJECTS		AFFORDABLE HOUSING SUBSIDIES		
	Year Built	No. of Units	Actual Cost	2010 Dollars	Per Unit
Villa Solimar	1996	32	\$ 579,000	\$ 805,131	\$ 25,160
Casa San Juan	1997	64	\$ 578,000	\$ 785,712	\$ 12,276
Casa Marina	1997	28	\$ 50,100	\$ 68,104	\$ 2,432
Heritage Park	1998	28	\$ 74,000	\$ 99,050	\$ 3,537
Casa Merced	1999	40	\$ 720,800	\$ 942,906	\$ 23,572
El Paseo	2000	190	\$ 1,380,000	\$ 1,748,464	\$ 9,202
Villa Madera	2001	72	\$ 1,600,000	\$ 1,971,116	\$ 27,376
Meta Street	2002	24	\$ 295,000	\$ 357,768	\$ 14,907
Cypress Court	2002	6	\$ 162,000	\$ 196,469	\$ 32,744
Villa Cesar Chavez	2003	52	\$ 1,060,000	\$ 1,256,895	\$ 24,171
Villa Victoria	2003	54	\$ 1,101,500	\$ 1,306,103	\$ 24,187
Meadowcrest	2005	50	\$ 320,000	\$ 357,485	\$ 7,149
Paseo Santa Clara	2006	160	\$ 4,400,000	\$ 4,761,821	\$ 29,761
Hacienda Guadalupe	2007	26	\$ 250,000	\$ 263,065	\$ 10,117
Heritage Townhomes	2007	12	\$ 790,000	\$ 831,286	\$ 69,273
The Village (Approved)	2010	140	\$ 9,900,000	\$ 9,900,000	\$ 70,714
TOTALS					
Sum		978		\$ 25,651,375	
Average					\$ 26,228

It is uncertain whether the provisions of this Letter Agreement #3 could be approved by the Director within the authority of the Loan Agreement and/or Master Accords. Should the Director not have the authority to act upon this request, and formal action on the part of the City and/or the Successor Agency is deemed necessary, the Developer requests that: (i) this Letter Agreement #3 be submitted for approval by the appropriate decision-making bodies at the earliest possible date; and (ii) action by the decision-making bodies would include direction, and grant authority, to the Director (with approval of Legal Counsel) to amend and execute the various documents necessary to implement the terms and conditions of this Letter Agreement #3 as set forth herein. This would expedite the amendment process and enable timely close of escrow on the sale and/or development of the Lot 11 and 12 Properties.

It is also unclear whether approval by the Successor Agency requires consent of an Oversight Board formed under the provisions of Part 1.85 of Division 24 of the California Health and Safety Code, but has yet to convene. Insofar as time is of the essence to facilitate a sale of the Lot 11 and 12 Properties for subsequent development of the Mosaic Project, the Developer expressly acknowledges that it proceeds at its sole risk in regard to implementing the actions listed herein in advance of obtaining clear statutory direction on the necessity for review by an Oversight Board, and the indemnification provisions of subpart (f) above expressly include actions that are subsequently: (i) found to require Oversight Board approval; or (ii) vetoed or disapproved by the Oversight Board.

ACKNOWLEDGEMENT

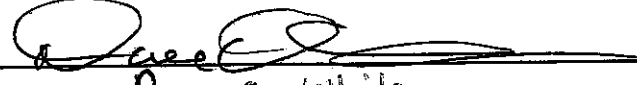
THE UNDERSIGNED EACH HEREBY CONSENT TO AND APPROVE THE TERMS AND CONDITIONS SET FORTH ABOVE AND ACKNOWLEDGE AND AGREE THAT IT UNDERSTANDS THAT THE DIRECTOR (OR THE CITY COUNCIL AND THE GOVERNING BOARD OF THE SUCCESSOR AGENCY, IF FORMAL ACTION IS REQUIRED), ARE MATERIALLY RELYING ON THE DEVELOPERS' STATEMENTS AND AGREEMENTS SET FORTH ABOVE.

E.D., LLC, a California limited liability company

Date: 2-10-12 By: 
Name: Dave O. White
Its: Member

Date: _____ By: _____
Name: _____
Its: _____

E.D. 2, LLC, a California limited liability company

Date: 2-10-12 By: 
Name: Dave O. White
Its: Member

Date: _____ By: _____
Name: _____
Its: _____

KOH, LLC, a Delaware limited liability company

Date: 2/10/12

By: [Signature]
Name: Paul Keller
Its: Manager

Date: _____

By: _____
Name: _____
Its: _____

KOH 12-17, LLC, a California limited liability company

Date: 2/10/12

By: [Signature]
Name: Paul Keller
Its: Manager

Date: _____

By: _____
Name: _____
Its: _____

CITY AND SUCCESSOR AGENCY APPROVAL

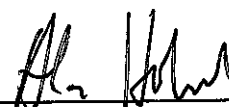
By authority of the Implementing Actions, the City is conditionally obligated and authorized to continue the implementation of redevelopment activities within the City previously performed by the Commission, including, without limitation, the obligation to carry out the Loan Agreement. However, the responsibility of the City is expressly limited by the assets and revenues available to Commission that have been, or in the future will be, transferred to the City.

On behalf of the City, and by the authority of Article 7 of the Loan Agreement, the undersigned hereby consents to and approves the terms and conditions set forth in this Letter Agreement #3.

CITY OF OXNARD

Date: _____ By: _____
Name: Dr. Thomas E. Holden
Its: Mayor

APPROVED AS TO FORM

Date: _____ By: 
Alan Holmberg,
City Attorney

On Behalf of the Successor Agency, the undersigned hereby consents to and approves the terms and conditions set forth in this Letter Agreement #3.

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

Date: _____ By: _____
Name: Dr. Thomas E. Holden
Its: Chairman

APPROVED AS TO FORM

Date: _____ By: 
Alan Holmberg,
Successor Agency Counsel

EXHIBIT A
Property Location

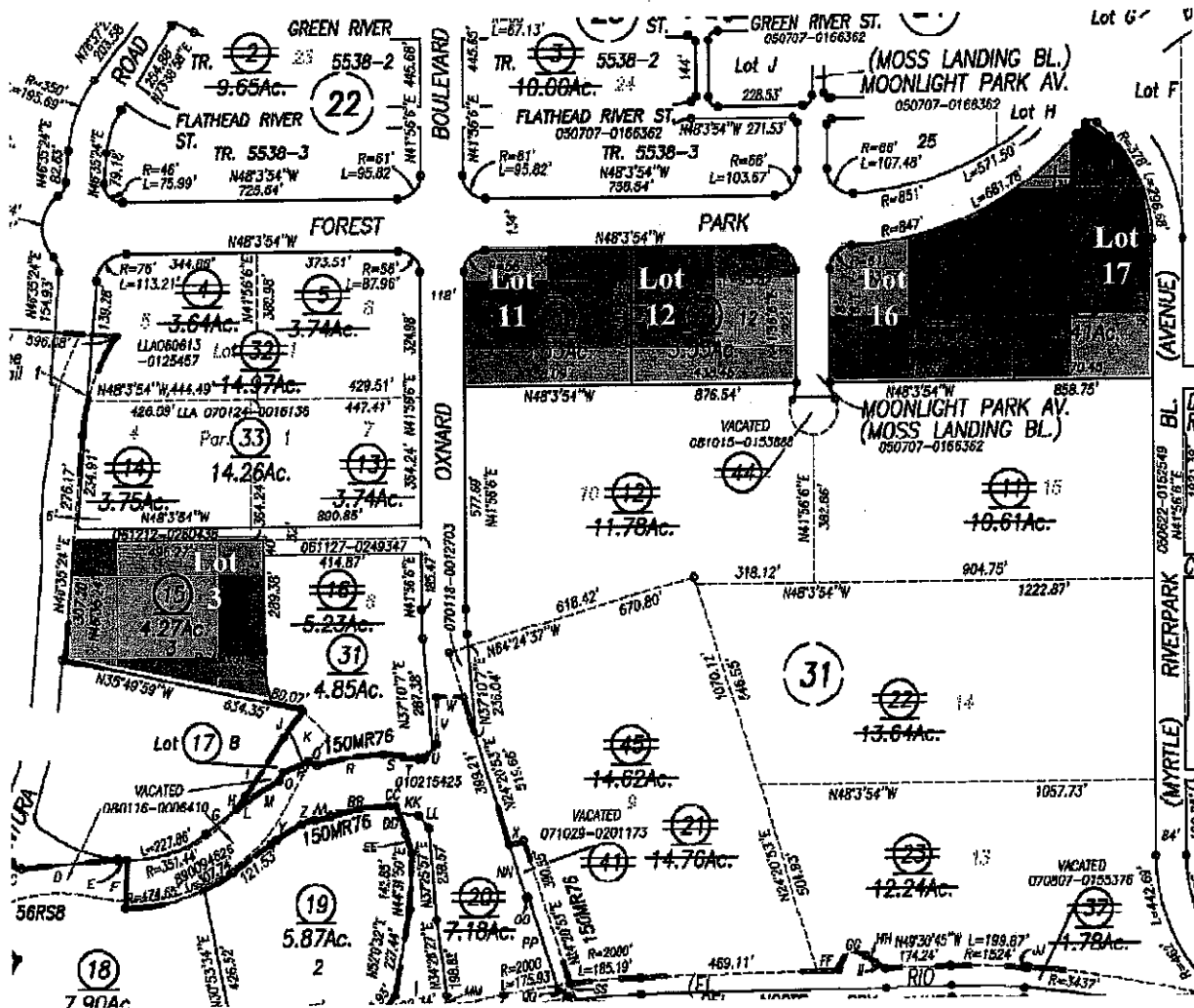
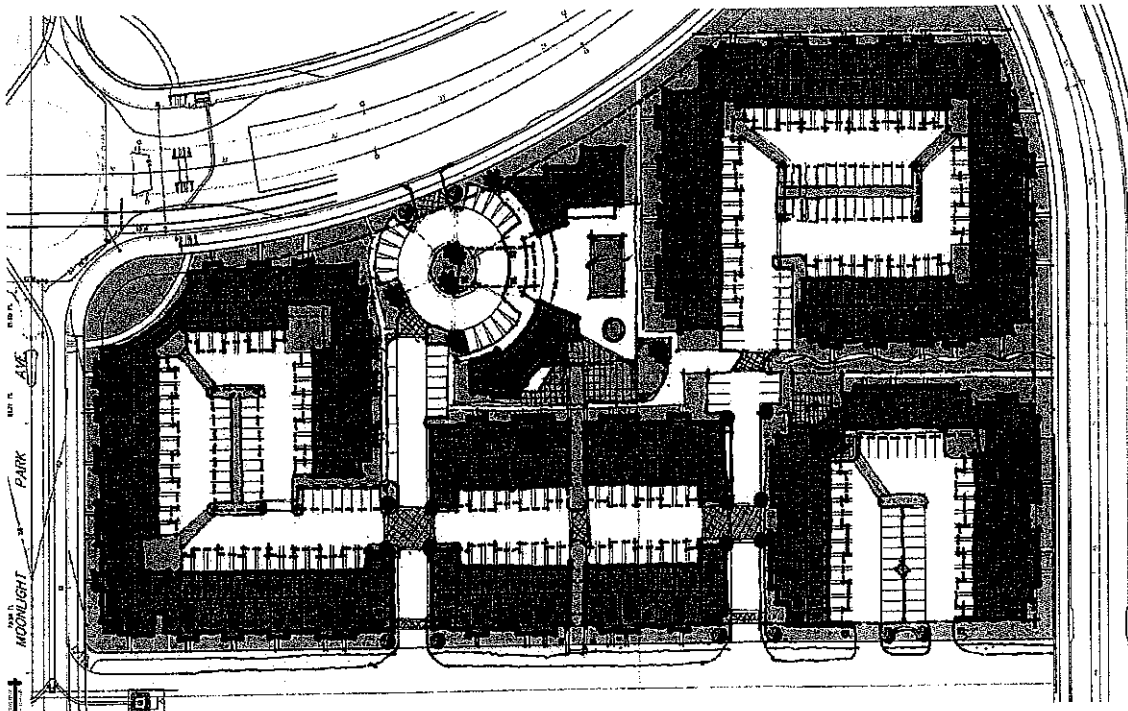
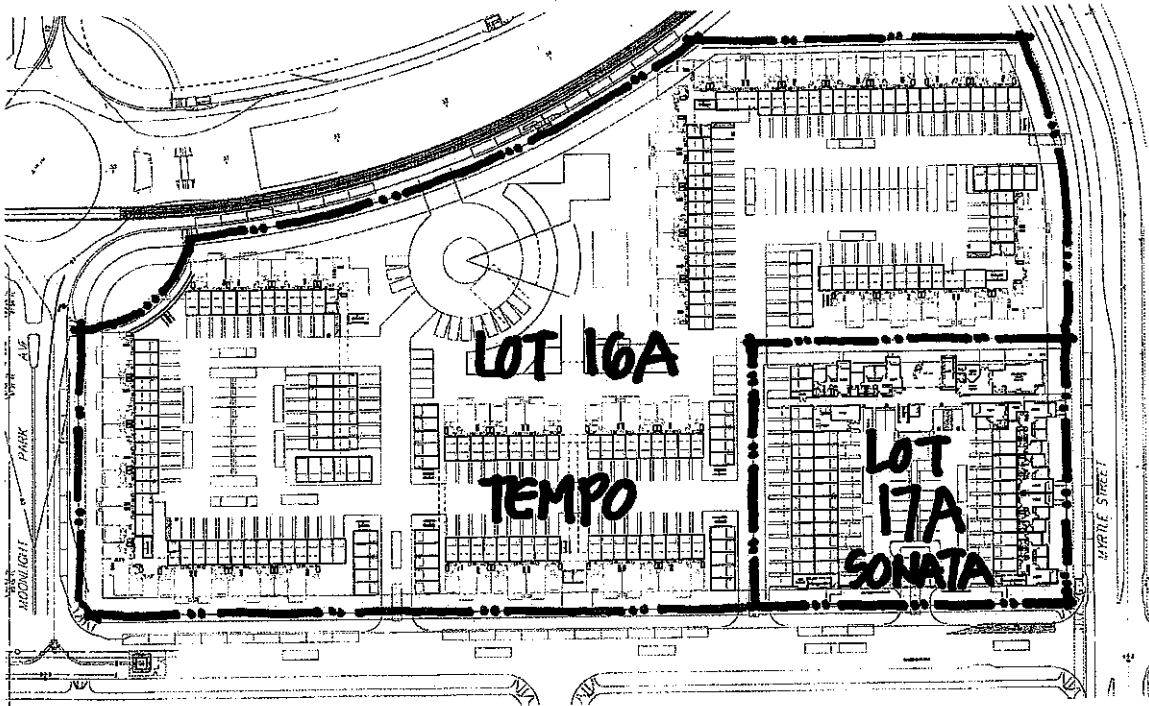


EXHIBIT B
Lot 17 A Configuration





Meeting Date: 3/6/12

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

Prepared By: William E. Wilkins

Agenda Item No. 0-3

Reviewed By: City Manager [Signature]

City Attorney [Signature]

Finance [Signature]

Other (Specify) _____

DATE: February 28, 2012

TO: Mayor & City Council

FROM: William E. Wilkins, Housing Director
Housing Department [Signature]

SUBJECT: Establishment of Oxnard Safe Housing Collaborative Ad Hoc Committee

RECOMMENDATION

That the City Council:

- (1) Approve the establishment of the Oxnard Safe Housing Collaborative Ad Hoc Committee
- (2) Request participation by the following community stake holder organizations:
 - **BUSINESS:** Chamber of Commerce, Construction & Builders Association;
 - **HOUSING RIGHTS ADVOCATES/COMMUNITY ORGANIZATIONS:** : California Rural Legal Assistance (CRLA), Cabrillo Economic Development Corporation (CEDC), Mercy Housing, Farm Worker Housing/Bureau, Individual community housing advocates, League of United Latin American Citizens,(LULAC), El Concilio, El Centrito, Central Coast Alliance United for a Sustainable Economy (CAUSE), National Association for the Advancement of Colored People (NAACP);
 - **NEIGHBORHOOD COUNCILS:** Inter-Neighborhood Council Forum (INCF), Neighborhood Council Chairs, Members of Neighborhood Councils, Renters, Saviers Road Design Team;
 - **PROPERTY MANAGERS/REALTORS:** Board of Realtors, Property Management Companies;

DISCUSSION

This report is a result of the presentation made to City Council on September 20, 2011 regarding a need to establish a community stake holder organization that would begin the process of identifying unsafe/substandard housing in the City of Oxnard. The committee would be known as the Oxnard Safe Housing Collaborative Ad Hoc Committee and serve in an advisory capacity to the City Council with the focus on eliminating unsafe/substandard housing in Oxnard. The project shall be driven by the

community, through a process which permits each stakeholder to elect or appoint representation from their respective environments.

- Inter-Neighborhood Council Forum (INCF), Neighborhood Council Chairpersons, membership and renters, and Saviers Road Design Team, would vote to elect 3 members to the OSHC;
- Housing Advocates: CRLA, CEDC, Mercy Housing, Farm Worker Housing & Bureau, Board of Realtors, Property Management Companies, Construction & Builders Association, would have 3 members;
- Community Groups: LULAC, El Concilio, El Centrito, CAUSE, and NAACP would elect 3 members;
- as well as individual advocates, would select 3 members for the OSHC;
- City staff would only be available upon request of the Ad Hoc Committee.

Each group will have a set period of time from the time City Council approves the concept to meet and either elect or appoint their representatives to the Oxnard Safe Housing Collaborative Ad Hoc Committee. Upon completion of the election/selection process, the INCF representative will become the Chairperson of the Oxnard Safe Housing Collaborative Ad Hoc Committee.

Once the OSHC has identified the extent of the problem, it will then be their task to reach out to the community and make recommendations on how best to solve the problem of unsafe housing in the City of Oxnard. Possible suggestion on how the OSHC might determine extent of unsafe/substandard housing in Oxnard would be to review the 2010 U.S. Census report, interviews with Code Compliance and Building and Safety personnel, as well as realtors, property managers and affordable housing advocates. There should be an extensive effort to provide outreach to achieve the desired results, which would be determined by the Oxnard Safe Housing Collaborative. A possible means of outreach could be community meetings, and surveys. All meetings should be documented for future reference.

The City Council ultimately expects the Oxnard Safe Housing Collaborative Ad Hoc Committee to provide a final report and recommendation by September 1, 2012.

City Council shall determine if any financial support will be provided.

FINANCIAL IMPACT

None



Meeting Date: 03/06/2012

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

Prepared By: Anthony Emmert, Water Resources ManagerAgenda Item No. **0-4**Reviewed By: City Manager [Signature] City Attorney [Signature] Finance [Signature] Public Works [Signature]

DATE: February 24, 2012

TO: City Council

FROM: J.R.
Rob Roshanian, Interim Public Works Director
Public Works Department

SUBJECT: Two-Year Comprehensive Utilities Revenue Increases

RECOMMENDATION

That City Council:

1. Review and provide direction to the Interim Public Works Director to implement a two-step revenue increase for the Water, Wastewater and Environmental Resources Enterprises. The proposed increases for Fiscal Year 2011-12 are one percent (1%) in Environmental Resources, twelve percent (12%) in Wastewater, and no increase for Water. For Fiscal year 2012-13, the proposed increases are one percent (1%) in Environmental Resources, eight percent (8%) in Wastewater, and three percent (3%) in Water.
2. Authorize staff to proceed with the Prop 218 public notice process.

DISCUSSION

In 2009, the City of Oxnard completed a comprehensive rate study for its Water, Wastewater, and Environmental Resources Enterprises. The rate study established a reasonable and direct connection between the costs to operate, maintain and administrate the systems and facilities for each enterprise and each customer class with rates, and provided a long-term financial management plan. The study recommended small increases each year for a ten-year period. Based on the rate study, the City Council implemented two rate increases, December 1, 2009 and July 1, 2010. The July 2010 increase resulted in a 5% increase to the overall utility bill for the average single-family household.

In the past two fiscal years, significant budget cuts were made and rate increases deferred, minimizing impacts upon customers in difficult economic times. In July 2011, staff reexamined the financial condition of each utility enterprise and determined, with verification of the rate model, that rate increases are needed for Fiscal Year 2011-12 and Fiscal Year 2012-13. At its February 16, 2012 meeting, the Utilities Task Force recommended staff submit a report to the City Council requesting the proposed increases. If approved by Council, staff will proceed with a Proposition 218-compliant rates notification process to property owners served by the City's enterprises.

Two-Year Comprehensive Utilities Revenue Increase

February 24, 2012

Page 2 of 2

The City's primary financial goal for its utilities enterprises is to ensure that revenues from rates and fees are adequate to fund daily operations; required maintenance; replacement or rehabilitation of aging facilities and infrastructure; fleet replacement; needed capital improvements, debt service coverage; rate smoothing over the long-term; and maintain an appropriate level of operating reserves.

The revenue increases implemented in December 2009 and July 2010 enabled the utility enterprise funds to provide for daily operations and future rate smoothing. The proposed rate increases will ensure the continuation of daily operations, and future rate smoothing. Adoption of the proposed rates will also allow the enterprises to meet debt service coverage requirements and provide for replacement of fleet and aging infrastructure.

The recommended combined enterprises revenue adjustment is less than 4% for each year. The average single-family residential customer will see an increase of 3.6%, or \$3.95 per month, in Fiscal Year 2011-2012, and a 3.9%, or \$4.41 per month, in Fiscal Year 2012-2013, as reflected in the table below. The current average single-family residential utility bill in the Ventura County area is \$110.83. Several agencies are currently working on rate increases.

Proposed Rate Increases for Average Single-Family Residential Customer

Utility Enterprise	Current Rates	Proposed Rates FY 2011-12	Proposed Rates FY 2012-13
Water	\$47.78	\$47.78	\$49.16 Effective July 2012
Wastewater	\$31.08	\$34.73 Effective June 2012	\$37.46 Effective Jan. 2013
Environmental Resources	\$29.92	\$30.22 Effective June 2012	\$30.52 Effective Jan. 2013
Total Utility Bill	\$108.78	\$112.73	\$117.14
Percentage Increase:		3.6%	3.9%

If City Council approves the proposed rates, staff would proceed with a Proposition 218-compliant notification process to all property owners during the second week of March 2012, beginning the 45-day notice period. A Public Hearing is anticipated to be scheduled on May 8, 2012, introducing the new rate ordinances, followed by a second reading on the following council meeting. Upon approval, the rate increases would become effective June 16, 2012.

FINANCIAL IMPACT

There is no financial impact with this report. Should the revenue increases be approved, staff will return to the City Council to hold a Public Hearing after the public notice period.



Meeting Date: 3/6/12

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

Prepared By: Ashley Golden, Principal Planner *ay*

Agenda Item No. **R-1**

Reviewed By: City Manager *JLP* City Attorney *SMF* Finance *JC* Other (Specify) _____

DATE: February 27, 2012

TO: City Council

FROM: Susan L. Martin, AICP, Planning Manager *SM*
Development Services Department

SUBJECT: Pre-Application Review (PZ 12-600-1) for Development of a Vegetable Oil Refinery at Either the Northwest Corner of Del Norte Blvd and Fifth Street (APNs 216-0-016-465, & -475) or 5851 Arcturus Ave. (APN 213-0-090-195). Filed by Fuji Oil Co. Ltd. & ITOCHU International Inc.

RECOMMENDATION

That City Council review and provide preliminary comments on a pre-application to develop a facility for the storage, processing, and transloading of edible vegetable oils at either a 10.71 acre site on Del Norte Boulevard or a 9.72 acre site on Arcturus Avenue.

DISCUSSION

The pre-application process allows City Council members an opportunity to make individual comments concerning the proposal. The Council's preliminary comments may be helpful for the applicant to refine the proposal or to determine whether entitlements should be pursued for the proposal. Comments provided by the Council on this pre-application do not constitute a decision or endorsement of the proposal. In accordance with State Law, *no formal direction or decision-making will take place until such time as a formal application has been filed and has undergone appropriate environmental review and evaluation for consistency with adopted City plans and policies.*

The proposal includes a vegetable oil refinery at *either* the northwest corner of Del Norte Blvd. and Fifth Street or at 5851 Arcturus Avenue. The sites are owned by the City and the Oxnard Harbor District, respectively. The operation requires an approximately 10 acre site with access to a rail line. The proposal for both sites is the same. The development of either site would include the following:

- One (1) 10,800 sq.ft. 2 story processing building
- One (1) 200 sq.ft sentry building
- One (1) 400 sq.ft fire pump building
- One (1) 200 sq.ft truck loading building with scale
- One (1) 400 sq.ft water treatment building
- One (1) railcar transloading facility

- One (1) 6,000 sq.ft administration/laboratory building
- One (1) 400 sq.ft 100 foot tall processing tower
- One (1) 10,000 sq.ft water treatment facility
- Truck parking and employee parking areas
- 40 above ground storage tanks

Attachment 2 of this report provides an idea of the scale and layout of the proposed refinery. The facility would operate 24 hours a day and employ 60 - 75 people. The operation requires a portside receiving and storage facility (identified in the terminal grounds of the Port of Hueneme) and an oil processing facility (VOPF) (identified at either Del Norte & Fifth or Arcturus). On a daily basis 15 – 25 roundtrip tanker trucks would transport unprocessed vegetable oils from the Port of Hueneme to the VOPF. Activities at the VOPF would include the storage, processing (bleaching, deodorization, hydrogenation, fractionation, interestification, and packaging), and distribution to consumer food product manufacturers within the United States.

The project will be subject to the California Environmental Quality Act (CEQA). Items to consider for the proposal include:

- 1) **Water Use:** Food oil processing requires a substantial amount of water, therefore, water treatment is a very important operation from both an ecological and efficiency standpoint. The water needed for the processing of the oil is re-treated and recovered then reused by the plant with minimal elimination into the city system.
- 2) **Aesthetic Impact** of the above ground tanks and the approximately 100' deodorizing process tower. The tower is necessary to remove undesirable scents and free fatty acids to produce neutral oil with premium shelf life. The above ground tanks are large, and although perimeter screening would be required, the tanks would be visible over the screening.
- 3) **Hazardous Storage:** the site may contain a number of flammable items including: liquid hydrogen storage, storage of powder catalyst, diesel fuel, natural gas, and ammonia. Although many of these items are common at industrial locations they will require special treatment. The proximity to the railroad may be an increased risk, although the rail line is imperative to the operation. For the Arcturus site, the proximity to the potential wetlands area may require special treatment of the hazardous materials.
- 4) **Air Quality:** A formal application would require details of the equipment and the emissions output. Also the truck traffic and potential rail use associated with the operation would be subject to air quality standards.
- 5) **Odor:** A formal submittal will require specifics of any odors associated with the use and potential mitigation for odor.
- 6) **Biological Impacts:** The Arcturus Ave location has a greater potential biological impact and will require a full biological assessment during the environmental phase of the project. The height of the processing tower may have an impact on the habitat in the area. In addition, the impact to the sensitive habitat in the vicinity of the stored materials and processing would need to be analyzed under CEQA.
- 7) **Location & Zoning Conformance at the Del Norte Site:** The 2030 General Plan designates the property for Heavy Industrial; as such, a zone change from M1-PD to M2-PD will be required regardless of whether the project is proposed for this site in order to make the zoning consistent with the General Plan designation. The M2-PD zone allows this use with approval of

a special use permit. The height limit of the M2 zone is 100'. This City-owned site is designated for the potential Del Norte Recycling Center expansion. Although this site is along a truck route, it is further from the Port of Hueneme than the Arcturus site, so the trucks making the 15 – 25 daily roundtrips would travel further per day. The adjacent uses include the Del Norte Recycling Center (north), a concrete batch plant (east), the railroad and agriculture (south), and the railroad and Sysco Foods (west).

- 8) **Location & Zoning Conformance 5851 Arcturus Ave:** The Arcturus site is 600 feet outside the coastal zone and zoned M2-PD. At a meeting on January 23, 2012 the Oxnard Harbor District Board of Commissioners discussed the project and did not object to the City's pre-application review of this request. The M2-PD zone allows this use with approval of a special use permit. The height limit of the M2 zone is 100'. This location is closer to the Port of Hueneme so the trucks making the 15- 25 daily roundtrips would travel fewer miles per day. The site is immediately east of Nature Conservancy owned land which has been designated for Ormond Beach Wetland Restoration. The site is also approximately 870 feet southeast of a 2030 General Plan designated park site at Saviers Road and Hueneme Road. The adjacent uses include a truck storage facility (north), the BMW processing facility (east), storage facility for offshore oil equipment (south), rail line (west), and vacant land (west).

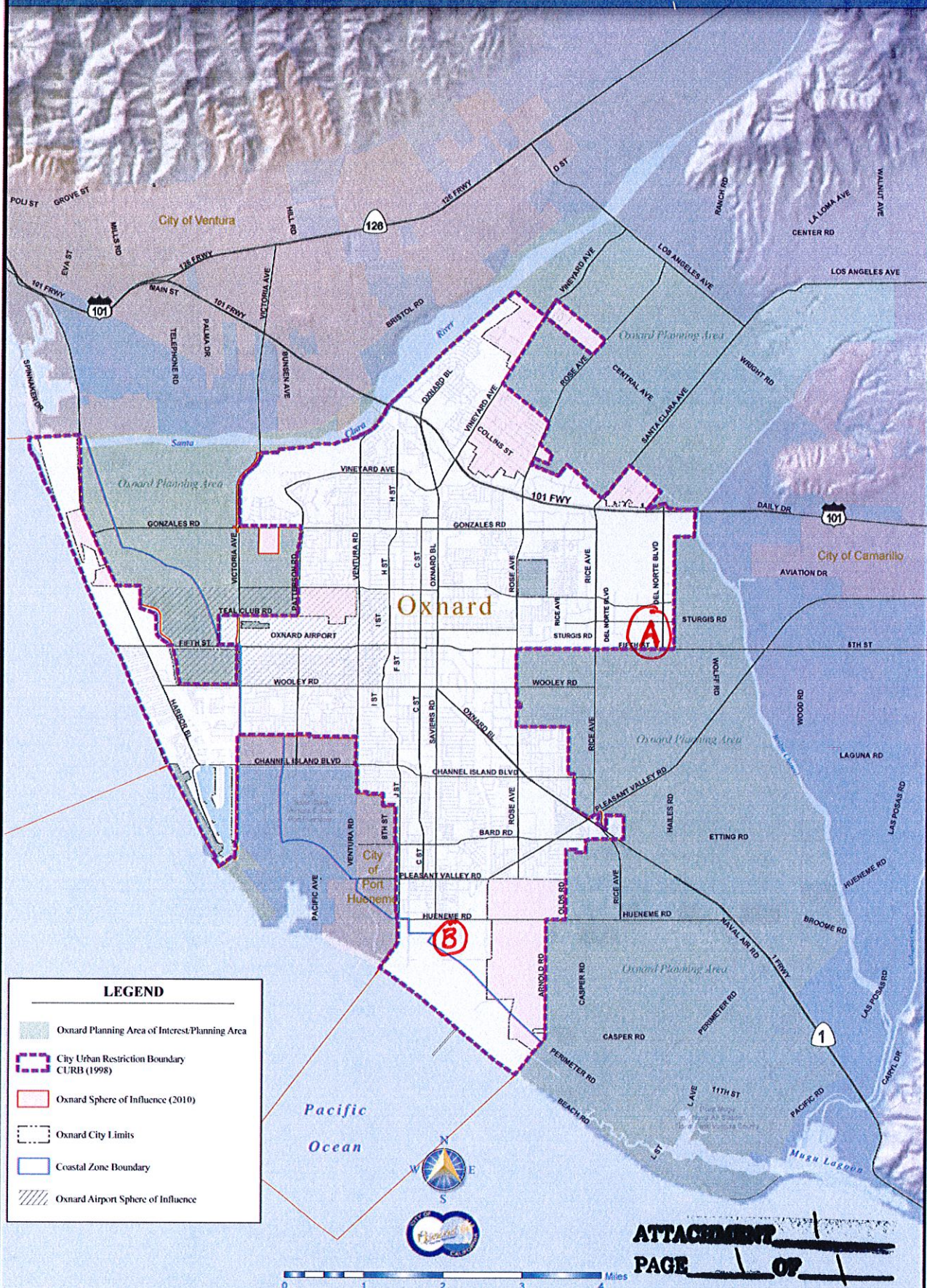
FINANCIAL IMPACT

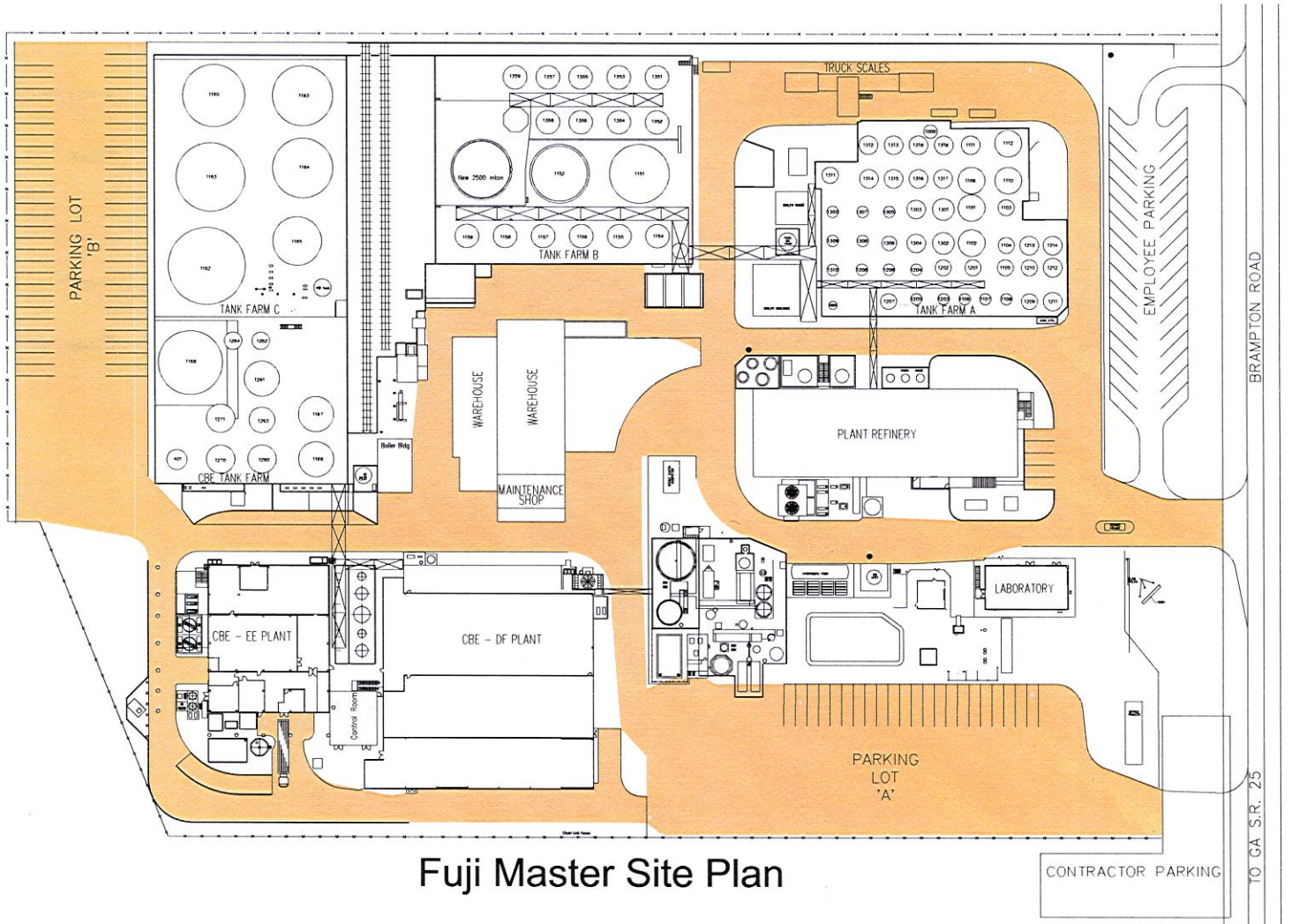
None.

AMG

Attachment #1 - Project Location Map (2 locations)
#2 - Fuji Master Site Plan

City of Oxnard Jurisdictional Boundaries





Fuji Master Site Plan

1	August 26, 2008	Added 11-1153, 11-1156, new DF Cooling Tower, and Waste Water Plant.	CJ	CJ	
NO	DATE	REVISION	BY	CHK	APPV



FUJI VEGETABLE OIL, INC

SAVANNAH PLANT

120 BRAMPTON ROAD SAVANNAH, GEORGIA 31408

SHEET TITLE

JOB NAME

JOB NO.

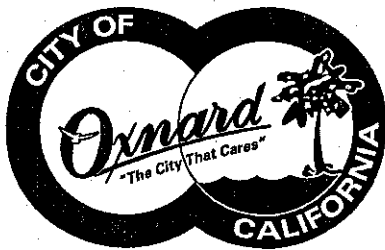
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FILENAME

SCALE

DWG. NO.

ATTACHMENT 2
PAGE 1 OF 1



Meeting Date: March 6, 2012

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

Prepared By: James Cameron *J.C.*

Agenda Item No. **R-2**

Reviewed By: City Manager *J.C.* City Attorney *W.H.* Finance *J.C.* Other (Specify) _____

DATE: February 27, 2012

TO: City Council

FROM: James Cameron *James Cameron*
Chief Financial Officer

SUBJECT: Fiscal Year 2011-12 General Fund Financial Status

RECOMMENDATION

That City Council receive an update of the Fiscal Year 2011-12 General Fund financial status.

DISCUSSION

On June 14, 2011, the City Council received the Fiscal Years 2011-12 & 2012-13 Two-Year Budget. The Fiscal Year 2011-12 budget included a \$107.1 million General Fund revenue projection and expenditure appropriation. At the meeting of July 12, 2011, staff presented a revised revenue projection based on updated information of \$107.0 million, including revised property and sales tax estimates. At that time, due to continued uncertainty regarding State funding issues, including the taking of \$0.7 million in vehicle license fees, staff recommended and Council concurred with keeping the revenue budget as originally submitted, with an update in a few months once additional information was available. On January 10, 2012, staff provided an update of the projected General Fund revenues, which had been revised down to \$106.0 million.

The economy continues to recover; however, the inability of the Federal government to address various budgetary issues, including a rating downgrade by Standards and Poor, had a negative impact on the national economic recovery in the first half of the fiscal year. In particular, the unemployment rate remained stubbornly high and businesses were not investing significant amounts of cash sitting on their balance sheets. The European financial crisis was also a hindrance to a stronger recovery. More recently, the employment picture has shown signs of improvement as weekly unemployment claims have fallen and job creation in the private sector has picked up. On the negative side, the sharp jump in fuel costs will likely have a negative impact. And while there have been some positive developments in Europe, many European countries are experiencing another recession.

Overall, general fund revenues are still projected to be \$1 million under budget. Property and sales taxes are in line with both the July and January projections. This latest projection assumes transfers

back to the general fund from internal service funds of \$1.6 million to partially offset economic growth capacity built into the original projections. The \$1 million revenue shortfall can be largely explained as a \$0.3 million reduction due to economic conditions net of available City sources, and \$0.7 million in State take away from vehicle license fees. While there had been discussion of restoring vehicle license fees, continuing budgetary problems at the State make this unlikely now.

At the January 10 General Fund update, staff reported that they were in the process of confirming General Fund expenditure projections. That work has been completed and based on trends for the first six months of the fiscal year a \$2.3 million deficit is projected. The major drivers are Police and Fire overtime, fuel and utility costs, and the use of temporary employees. An example of the over expenditure for temporary employees is demand for recreational services, which continued to grow as the youth in this community do not have the same recreational alternatives they may have had in the past. Several programs will have fully expended their budgets this month as services have been enhanced the first eight months of the fiscal year due to demand.

In summary, General Fund expenditures are projected to exceed revenues by \$3.3 million based on the first half of the fiscal year. As a result, staff is evaluating planned expenditures through the remainder of the fiscal year, including existing contracts to determine where savings can be identified. Internal controls will be expanded such that only the most critical expenditures to meet community needs will be made.

FINANCIAL IMPACT

The recommended action to receive Fiscal Year 2011-12 General Fund financial update have no direct financial impact; however, it is hoped that through Council discussion, staff will receive guidance on moving forward to address the projected deficit.

JC:tr

Attachment 1 - FY 2011-12 General Fund Potential Budget Deficit

FY 2011-12
General Fund
Potential Budget Deficit

Revenues

Original Budget	\$ 107,066,000
Revised Estimated	106,109,000
Change	<u>\$ (957,000)</u>

Explanation of Revenue Change

Economic Impacts

Property and Sales Taxes	(93,000)	
Other Charges and Fees	915,000	
Economic Growth Capacity	(2,544,000)	
Interfund Transfers	1,630,000	
Other	<u>(156,000)</u>	
Total Economic Impacts		(248,000)

State Budget Balancing

Vehicle License Fee Take Away	<u>(709,000)</u>
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Total Revenue Change	<u>\$ (957,000)</u>
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Expenditures

Projected Budget Variance

Overtime	\$ (1,079,000)
Temporary Employees	(641,000)
Public Safety WC Salary	(725,000)
Fuel & Equipment Maintenance	(787,000)
Animal Shelter	(158,000)
Adjustments to ISF Rates	790,000
Other	<u>295,000</u>

Total Expenditure Deficit	<u>\$ (2,305,000)</u>
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Total Deficit	<u><u>\$ (3,262,000)</u></u>
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